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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

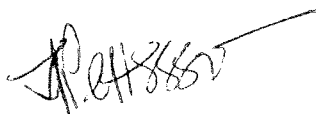
DEPARTMENT OF ENERGY

NO. R. 1366

04 NOVEMBER 2016

**ELECTRICITY REGULATION ACT, 2006
AMENDMENT OF THE ELECTRICITY REGULATIONS ON NEW
GENERATION CAPACITY, 2011**

I, Tina Joemat-Pettersson, Minister of Energy, acting in terms of section 35(4) of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), hereby amend the Electricity Regulations on New Generation Capacity published by Government Notice R. 399 in Government *Gazette* 34262 of 4 May 2011, as set out in the Schedule hereto.



Ms Tina Joemat-Pettersson

Minister of Energy

Date

- (c) the substitution for the definition of “Independent Power Producer” or “IPP” of the following definition:

“**Independent Power Producer**” or “**IPP**” means any person in which the Government or any organ of state does not hold a controlling ownership interest (whether direct or indirect), which undertakes or intends to undertake the development or creation of new generation capacity pursuant to a determination made by the Minister in terms of section 34(1) of the Act;”;

- (d) the insertion after the definition of “Independent Power Producer” or “IPP” of the following definition:

“**interconnected distribution power system**” means a distribution power system that is interconnected to a transmission power system either directly or through interconnection to another distribution power system where the latter system is directly or indirectly interconnected to a transmission power system;”;

- (e) the insertion after the definition of “national transmission company” or “NTC” of the following definition:

“**national transmission power system**” means the interconnected transmission power system used for the supply of electricity to customers across the territory of the Republic;”.

- (f) the substitution for the definition of “new generation capacity” of the following definition:

“**“new generation capacity”** means electricity or electricity capacity sold or made available, or generation capacity connected, to the national transmission power system or an interconnected distribution power system, pursuant to a determination in terms of section 34(1) of the Act, which is derived from—

- (a) new generation facilities;
- (b) an expansion of existing generation facilities;
- (c) existing generation facilities not previously supplying electricity to the national transmission power system or an interconnected distribution power system;
- (d) existing generation facilities through an extension of any existing agreement for the purchase of electricity capacity or electricity for an additional supply period to be defined in the power purchase agreement, or through entering into a new power purchase agreement for a supply period to be defined in terms of such new power purchase agreement; or
- (e) demand side reduction measures, including aggregation, management of demand side reduction, or energy efficiency measures;”.

(h) the insertion after the definition of “new generation capacity project” of the following definition:

“**“new generation facilities”** means generation facilities that are in operation on or immediately after the date of the relevant determination in terms of section 34(1) of the Act;”.

- (i) the substitution for the definition of “power purchase agreement” or “PPA” of the following definition:

“**power purchase agreement**” or “**PPA**” means an agreement **[concluded between a generator and the buyer]** for the sale and purchase of new **[electricity]** generation capacity **[or electricity derived there from, or both]**”; and

- (j) the insertion after the definition of “Public Finance Management Act” of the following definition:

“**seller**” means a person who concludes a power purchase agreement with a buyer in terms of which such person undertakes to sell or make available new generation capacity to the buyer;”.

Amendment of regulation 2 of the Regulations

3. Regulation 2 is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:

“(2) These Regulations do not apply to the purchase of new **[electricity]** generation capacity **[and electricity]** by persons other than organs of state.”.

Amendment of regulation 3 of the Regulations

4. Regulation 3 is hereby amended by the substitution for paragraph (b) of the following paragraph:

“(b) the regulation of entry by a buyer and a **[generator] seller** into a power purchase agreement;”.

Amendment of regulation 5 of the Regulations

5. Regulation 5 is hereby amended by —

(a) the substitution in sub-regulation (2) for paragraph (b) of the following paragraph:

“(b) the proposed allocation of financial, technical and operational risk between the prospective buyers and the **[generator] seller**, and between the **[generator] seller** and the NTC or the distributor, as the case may be;”; and

(b) Substitution in sub-regulation (2) for paragraph (e) of the following paragraph:

“(e) whether the appropriate **[generator] seller** should be Eskom as part of its services as the national electricity producer, another organ of state or an **[1PP] IPP**.”.

Amendment of regulation 8 of the Regulations

6. Regulation 8 is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:

“(2) The procurement process in respect of a cross border project shall be conducted with due regard to **[the] any** agreements, memoranda of understanding or arrangements referred to in regulation 6(4).”.

Amendment of regulation 9 of the Regulations

7. Regulation 9 is hereby amended by —

(a) the substitution in sub-regulation (1) for paragraph (b) of the following paragraph:

“(b) appropriate technical, operational and financial risk transfer to the **[generator] seller**”; and

(b) the substitution in sub-regulation (1) for paragraph (d) of the following paragraph:

“(d) satisfactory due diligence in respect of the buyer’s representative and the proposed **[generator] seller** in relation to matters of their respective competence and capacity to enter into the power purchase agreement.”.


DEPARTEMENT VAN ENERGIE

NO. R. 1366

04 NOVEMBER 2016

**“ELECTRICITY REGULATION ACT, 2006”
WYSIGING VAN DIE ELEKTRISITEITSREGULASIES OOR NUWE
OPWEKKINGSKAPASITEIT, 2011**

Ek, Tina Joemat-Pettersson, Minister van Energie, handelende ingevolge artikel 35(4) van die “Electricity Regulation Act, 2006” (Wet No. 4 van 2006), wysig hierby die “Electricity Regulations on New Generation Capacity” gepubliseer by Goewermentskennisgewing R. 399 in *Staatskoerant* 34262 van 4 Mei 2011, soos in die Bylae hierby uiteengesit.



Me Tina Joemat-
Pettersson Minister van
Energie Datum

- (c) die omskrywing van “Onafhanklike Kragvervaardiger” of “OKV” deur die volgende omskrywing te vervang:

“**Onafhanklike Kragvervaardiger**’ of ‘**OKV**’ enige persoon waarin die Regering of enige staatsorgaan waarin die Regering of enige staatsorgaan nie ’n beherende eienaarskapsbelang (hetsy direk of indirek) het nie, wat die ontwikkeling of skepping van nuwe opwekkingskapasiteit onderneem of voornemens is om dit te onderneem in navolging van ’n bepaling gemaak deur die Minister ingevolge artikel 34(1) van die Wet;”;

- (d) die volgende omskrywing na die omskrywing van “Onafhanklike Kragvervaardiger” of “OKV” in te voeg:

““tussenverbinde-verdelingskragstelsel’ ’n verdelingskragstelsel wat tussenverbind is met ’n transmissiekragstelsel, hetsy direk of deur tussenverbinding aan ’n ander verdelingskragstelsel waar die laasgenoemde stelsel direk of indirek aan ’n transmissiekragstelsel verbind is;”;

- (e) die volgende omskrywing na die omskrywing van “nasionale transmissie maatskappy” of “NTM” in te voeg:

““nasionale transmissiekragstelsel’ die tussenverbinde transmissiekragstelsel gebruik vir die voorsiening van elektrisiteit aan klante regoor die grondgebied van die Republiek;”.

- (f) die omskrywing van “nuwe opwekkingskapasiteit” deur die volgende omskrywing te vervang:

“nuwe opwekkingskapasiteit’ elektrisiteit of elektrisiteitskapasiteit verkoop of beskikbaar gestel, of opwekkingskapasiteit gekonnekteer, aan die nasionale transmissiekragstelsel of ’n tussenverbinde verdelingskragstelsel, in navolging van ’n bepaling ingevolge artikel 34(1) van die Wet, wat ontleen is aan—

(a) nuwe opwekkingsfasiliteite;

(b) ’n uitbreiding van bestaande opwekkingsfasiliteite;

(c) bestaande opwekkingsfasiliteite wat nie voorheen elektrisiteit aan die nasionale transmissiekragstelsel of ’n tussenverbinde verdelingskragstelsel voorsien het nie;

(d) bestaande opwekkingsfasiliteite deur ’n uitbreiding van enige bestaande ooreenkoms vir die aankoop van elektrisiteitskapasiteit of elektrisiteit vir ’n bykomende verskaffingstydperk wat in die kragkoop-ooreenkoms omskryf moet word, of deur ’n nuwe kragkoop-ooreenkoms aan te gaan vir ’n verskaffingstydperk wat in sodanige nuwe kragkoop-ooreenkoms omskryf moet word; of

(e) aanvraagkantverminderingmaatreëls, met inbegrip van aggragasie, bestuur van aanvraagkantvermindering, of energierendementmaatreëls;”;

(g) die volgende omskrywing na die omskrywing van “projek vir nuwe opwekkingskapasiteit” in te voeg:

“nuwe opwekkingsfasiliteite’ opwekkingsfasiliteite wat in bedryf is op of onmiddellik na die datum van die tersaaklike bepaling ingevolge artikel 34(1) van die Wet;”;

(h) die omskrywing van “kragkoop-ooreenkoms” of “KKO” deur die volgende omskrywing te vervang:

“**kragkoop-ooreenkoms**’ of **‘KKO**’ ’n ooreenkoms **[aangegaan tussen ’n generator en die koper]** vir die verkoop en koop van nuwe opwekkingskapasiteit **[of elektrisiteit daaraan ontleen, of beide]**”; en

(i) die volgende omskrywing na die omskrywing van “Wet op Openbare Finansiële Bestuur” in te voeg:

“**verkoper**’ ’n verkoper wat ’n kragkoop-ooreenkoms met ’n koper sluit ingevolge waarvan sodanige persoon onderneem om nuwe opwekkingskapasiteit aan die koper te verkoop of beskikbaar te stel;”.

Wysiging van regulasie 2 van die Regulasies

3. Regulasie 2 word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Hierdie Regulasies is nie van toepassing nie op die aankoop van nuwe opwekkingskapasiteit deur persone buiten staatsorgane.”.

Wysiging van regulasie 3 van die Regulasies

4. Regulasie 3 word hierby gewysig deur paragraaf (b) deur die volgende paragraaf te vervang:

“(b) die regulering van die aangaan van ’n kragkoop-ooreenkoms deur ’n koper en ’n **[generator]** verkoper;”.

Wysiging van regulasie 5 van die Regulasies

5. Regulasie 5 word hierby gewysig deur—

(a) in subregulasie (2) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) die voorgestelde toekenning van finansiële, tegniese en operasionele risiko tussen die voornemende kopers en die **[generator]** verkoper, en tussen die **[generator]** verkoper en die NTM of die verspreider, na gelang van die geval;”; en

(b) in subregulasie (2) paragraaf (e) deur die volgende paragraaf te vervang:

“(e) hetsy die gepaste **[generator]** verkoper Eskom moet wees as deel van sy dienste as die nasionale elektrisiteitsvoorsiener, ’n ander staatsorgaan of ’n **[1PP]** IPP.”.

Wysiging van regulasie 8 van die Regulasies

6. Regulasie 8 word hierby gewysig deur subregulasie (2) van die volgende subregulasie te vervang:

“(2) Die verkrygingsproses ten opsigte van ’n oorgrensprojek moet gedoen word met behoorlike inagneming van **[die]** enige ooreenkomste, aktes van verstandhouding of reëlings in regulasie 6(4) bedoel.”.

Wysiging van regulasie 9 van die Regulasies

7. Regulasie 9 word hierby gewysig deur—

(a) in subregulasie (1) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) gepaste tegniese, operasionele en finansiële risiko aan die **[generator]** verkoper oordra;”; en

(b) in subregulasie (1) paragraaf (d) deur die volgende paragraaf te vervang:

“(d) bevredigende omsigtigheid ten opsigte van die koper se verteenwoordiger en die voorgestelde **[generator]** verkoper in verband met aangeleenthede van hul onderskeidelike bevoegdheid en kapasiteit om die kragkoop-ooreenkoms aan te gaan.”.

DEPARTMENT OF LABOUR


NO. R. 1367

04 NOVEMBER 2016

LABOUR RELATIONS ACT, 1995

**BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND:
EXTENSION OF AMENDMENTS OF MAIN COLLECTIVE AGREEMENT
TO NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Building Bargaining Council North and West Boland** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication and for the period ending 31 December 2017.


M N OLIPHANT
MINISTER OF LABOUR
18/10/2016

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI****NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO****NASENTSHONALANGA YEBOLAND:****UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI****ESICHIBIYELAYO ESIYINGQIKITHI SELULELWA KULABO****ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakal kwiSheduli yesiNgisi exhunywe elapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha Enyakatho Nasentshonalanga YeBoland, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabasebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emuva kosuku lokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2017.


M N OLIPHANT

UNGQONGQOSHE WEZABASEBENZI

18/10/2016

SCHEDULE

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

MAIN COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

Bou Industrie Assosiasie Wes-Boland

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Building Workers Union

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland,

to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as further amended, extended, renewed and re-enacted by Government Notices No.'s R. 1012 of 26 October 2007, R. 1174 of 7 November 2008, R. 1083 of 13 November 2009, R. 844 and R. 845 of 1 October 2010, R. 624 of 5 August 2011, R. 133 of 24 February 2012, R. 957 of 23 November 2012, R. 691 of 20 September 2013, R. 820 of October 2014 and R. 1039 of 30 October 2015, and R. 1108 of 13 November 2015.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed-

- (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union, respectively,
 - (b) in the Magisterial Districts of Ceres, Montagu, Robertson, Tulbagh and Worcester;
 - (c) Overberg District Municipality excluding Overstrand Local Municipality (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);
 - (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West), and
 - (e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-
- (a) only those classes of employees for whom wages are prescribed in this Agreement;
 - (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
 - (c) labour-only contractors, working partners and working directors, principals and contractors.
- (3) Notwithstanding the provisions of sub-clause (1)(a), the terms of this Agreement shall not apply to -
- (a) clerical employees and administrative staff;

- (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
- (c) foremen or general foremen;
- (d) non-parties in respect of clauses 1(1)(a) and 1A of this Agreement.

1A. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Labour as the effective date on which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2017.

2. CLAUSE 9: CONDITIONS OF SERVICE

2.1 Substitute the following for sub-clause (6)(a)(i):

"(i) The 2016/2017 closing period of the building industry starts at 17:00 on Thursday, 15 December 2016 and will re-open at 08:00 on Wednesday, 11 January 2017. If building work is required, employers will be allowed to make prior arrangements with the Council in order to work, during the official period of leave. If there are employees working during this period, employees will be paid at normal pay rates, except Saturdays and Sundays who will be paid as prescribed by the Basic Conditions of Employment Act of 1997. No building work will be allowed between 16:00 on the 24th December 2016 until 08:00 on 8th January 2017."

3. CLAUSE 10: REMUNERATION

3.1 Substitute the following for sub-clause (1):

"(1) **Basic wage:** The basic wage in the Industry shall be as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per hour	per hour	per hour	per hour
(a) (1) Cleaner	16,70	16,70	14,76	16,20
(2) Cleaner (New)	16,70	16,70	14,76	16,20
(b) (1) Beginner Labourer/Prefabricated Concrete wall Labourer	16,70	16,70	14,76	16,20
(2) Beginner Labourer/Prefabricate Concrete wall Labourer (New)	16,70	16,70	14,76	16,20
(c) (1) Labourer	18,37	18,37	17,00	17,83
(2) Labourer (New)	18,37	18,37	17,00	17,83
(d) (1) General Worker	20,21	20,21	18,70	19,60
(e) Builder worker & Leaner Category 4	22,23	22,23	20,57	21,56
(f) Builder worker & Leaner Category 3	24,45	24,45	22,63	23,72
(g) Builder worker & Leaner Category 2	26,90	26,90	24,89	26,10
(h) Builder worker & Leaner Category 1	29,59	29,59	27,38	28,70
(i) Artisan: Carpet/Floor layer, Crane				

Operator, Painter, and Water proofer	32,55	32,55	31,58	31,58
(j) (1) Artisan in all others trades	35,80	35,80	34,73	34,73
(2) Artisan in all others trades	39,39	39,39	38,20	38,20
(3) Artisan in all others trades	43,32	43,32	42,02	42,02
(4) Artisan in all others trades	47,66	47,66	46,22	46,22
(5) Artisan in all others trades	52,42	52,42	50,85	50,85
(6) Artisan in all others trades	57,66	57,66	55,93	55,93
(7) Artisan in all others trades	63,43	63,43	61,53	61,53
(8) Artisan in all others trades	69,77	69,77	67,68	67,68
	per dag	per dag	per dag	per dag
(k) Guards (full time) Per day (9 hours)	165,35	165,35	160,44	160,44
	per dag	per dag	per dag	per dag
(l) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)				
(1) B licence	200,11	200,11	185,13	194,04
(2) C1 licence	220,05	220,05	203,64	213,50
(3) C or EB of EC1 licence	242,10	242,10	224,04	234,86
(4) EC licence	292,94	292,94	284,18	284,18

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, or the Skills Development Act, 1998: Provided

further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 42 hours in any week. If such employees have, however, worked less than 42 normal hours in any week, their wages for that week shall be calculated as follows: The above specified wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

3.2 Substitute the following for sub-clause (7):

"(7) Accommodation

- (a) An employee who, in the performance of his duties, is required to work away from his ordinary place of residence at a place of work so situated that such employee is unable to return to his normal place of residence, shall in respect of every night he spends away from his ordinary place of residence, be afforded suitable sleeping facilities, suitable bath facilities, separate toilet facilities, cooking facilities and hot water. The place of residence should be well ventilated with windows and doors, and should have a solid floor (not a soil floor). It should be free of charge to the employee. All transport required shall be provided free of charge by the employer.
- (b) In respect of each night that such an employee spends away from his usual place of residence a living away allowance will be paid to the employee of R75,00 per night in the West Boland area and R36,00 in the Greater Boland area."

4. CLAUSE 14: HOLIDAY FUND

4.1 Substitute the following for sub-clauses (1), (2), (3) and (4):

- (1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9(6) of the Agreement. Holiday Fund pay-out at the end of the year shall be for fifteen (15) working days. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	8,59	8,59	7,59	8,33
(ii) clause 10 (1) (a) (2)	8,59	8,59	7,59	8,33
(iii) clause 10 (1) (b) (1)	8,59	8,59	7,59	8,33

(iv) clause 10 (1) (b) (2)	8,59	8,59	7,59	8,33
(v) clause 10 (1) (c) (1)	9,45	9,45	8,74	9,17
(vi) clause 10 (1) (c) (2)	9,45	9,45	8,74	9,17
(vii) clause 10 (1) (d)	10,39	10,39	9,62	10,08
(viii) clause 10 (1) (e)	11,43	11,43	10,58	11,09
(ix) clause 10 (1) (f)	12,57	12,57	11,64	12,20
(x) clause 10 (1) (g)	13,83	13,83	12,80	13,42
(xi) clause 10 (1) (h)	15,22	15,22	14,08	14,76
(xii) clause 10 (1) (i)	16,74	16,74	16,24	16,24
(xiii) clause 10 (1) (j) (1)	18,41	18,41	17,86	17,86
(xiv) clause 10 (1) (j) (2)	20,26	20,26	19,65	19,65
(xv) clause 10 (1) (j) (3)	22,28	22,28	21,61	21,61
(xvi) clause 10 (1) (j) (4)	24,51	24,51	23,77	23,77
(xvii) clause 10 (1) (j) (5)	26,96	26,96	26,15	26,15
(xviii) clause 10 (1) (j) (6)	29,65	29,65	28,76	28,76
(xix) clause 10 (1) (j) (7)	32,62	32,62	31,64	31,64
(xx) clause 10 (1) (j) (8)	35,88	35,88	34,81	34,81
(xxi) clause 10 (1) (k)	9,45	9,45	9,17	9,17
(xxii) clause 10 (1) (l) (1)	11,43	11,43	10,58	11,09
(xxiii) clause 10 (1) (l) (2)	12,57	12,57	11,64	12,20
(xxiv) clause 10 (1) (l) (3)	13,83	13,83	12,80	13,42
(xxv) clause 10 (1) (l) (4)	16,74	16,74	16,24	16,24

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made.

(3) Public holidays as proclaimed under the Public Holidays Act, 1994, will be pro-rata included into the holiday fund. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.

The following paid holidays will be pro-rata included into the fringe benefits system:

1.	16 December 2016	-	Day of Reconciliation
2.	26 December 2016	-	Day of Goodwill
3.	02 January 2017	-	New Year's Day
4.	21 March 2017	-	Human Rights Day
5.	14 April 2017	-	Good Friday
6.	17 April 2017	-	Family Day
7.	27 April 2017	-	Freedom Day
8.	01 May 2017	-	Workers Day
9.	16 June 2017	-	Youth Day
10.	9 August 2017	-	Women's Day
11.	25 September 2017	-	Heritage Day

(a) Employers shall pay their employees for each public holiday that fall in the work period, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in that specific pay week.

- (b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and sufficient. **If an employer's benefits are not up to date, and not sufficient, the employer will be held responsible to pay their employees for each public holiday.** The Council will only deal with claims from employers.
- (c) Employers are **obliged** to purchase a benefit for each employee on each public holiday, except on the following public holidays, 16 December 2016, 26 December 2016 and 2 January 2017. These public holidays fall under the annual holiday fund.
- (4) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund for the public holidays on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	6,30	6,30	5,57	6,11
(ii) clause 10 (1) (a) (2)	6,30	6,30	5,57	6,11
(iii) clause 10 (1) (b) (1)	6,30	6,30	5,57	6,11

(iv) clause 10 (1) (b) (2)	6,30	6,30	5,57	6,11
(v) clause 10 (1) (c) (1)	6,93	6,93	6,41	6,72
(vi) clause 10 (1) (c) (2)	6,93	6,93	6,41	6,72
(vii) clause 10 (1) (d)	7,62	7,62	7,05	7,39
(viii) clause 10 (1) (e)	8,39	8,39	7,76	8,13
(ix) clause 10 (1) (f)	9,22	9,22	8,53	8,95
(x) clause 10 (1) (g)	10,15	10,15	9,39	9,84
(xi) clause 10 (1) (h)	11,16	11,16	10,33	10,82
(xii) clause 10 (1) (i)	12,28	12,28	11,91	11,91
(xiii) clause 10 (1) (j) (1)	13,50	13,50	13,10	13,10
(xiv) clause 10 (1) (j) (2)	14,85	14,85	14,41	14,41
(xv) clause 10 (1) (j) (3)	16,34	16,34	15,85	15,85
(xvi) clause 10 (1) (j) (4)	17,97	17,97	17,43	17,43
(xvii) clause 10 (1) (j) (5)	19,77	19,77	19,18	19,18
(xviii) clause 10 (1) (j) (6)	21,75	21,75	21,09	21,09
(xix) clause 10 (1) (j) (7)	23,92	23,92	23,20	23,20
(xx) clause 10 (1) (j) (8)	26,32	26,32	25,52	25,52
(xxi) clause 10 (1) (k)	6,93	6,93	6,72	6,72
(xxii) clause 10 (1) (l) (1)	8,39	8,39	7,76	8,13
(xxiii) clause 10 (1) (l) (2)	9,22	9,22	8,53	8,95
(xxiv) clause 10 (1) (l) (3)	10,15	10,15	9,39	9,84
(xxv) clause 10 (1) (l) (4)	12,28	12,28	11,91	11,91

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made."

5. CLAUSE 15: RETIREMENT FUNDS

5.1 Substitute the following for sub-clauses (4)(a) and (b):

(4) *Contributions by the employer:*

- (a) Every employer shall contribute an amount to the Retirement Fund on behalf of each eligible employee in respect of each contribution day that the employee remains in his/her employ, which shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	18,94	18,94	16,74	18,37
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	18,94	18,94	16,74	18,37
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	20,83	20,83	19,27	20,21

(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	22,92	22,92	21,21	22,23
(viii) clause 10 (1) (e)	25,21	25,21	23,33	24,45
(ix) clause 10 (1) (f)	27,73	27,73	25,66	26,90
(x) clause 10 (1) (g)	30,50	30,50	28,23	29,59
(xi) clause 10 (1) (h)	33,55	33,55	31,05	32,54
(xii) clause 10 (1) (i)	36,91	36,91	35,81	35,81
(xiii) clause 10 (1) (j) (1)	40,60	40,60	39,39	39,39
(xiv) clause 10 (1) (j) (2)	44,66	44,66	43,32	43,32
(xv) clause 10 (1) (j) (3)	49,13	49,13	47,65	47,65
(xvi) clause 10 (1) (j) (4)	54,04	54,04	52,42	52,42
(xvii) clause 10 (1) (j) (5)	59,44	59,44	57,66	57,66
(xviii) clause 10 (1) (j) (6)	65,39	65,39	63,42	63,42
(xix) clause 10 (1) (j) (7)	71,93	71,93	69,77	69,77
(xx) clause 10 (1) (j) (8)	79,12	79,12	76,75	76,75
(xxi) clause 10 (1) (k)	20,83	20,83	20,21	20,21
(xxii) clause 10 (1) (l) (1)	25,21	25,21	23,33	24,45
(xxiii) clause 10 (1) (l) (2)	27,73	27,73	25,66	26,90
(xxiv) clause 10 (1) (l) (3)	30,50	30,50	28,23	29,59
(xxv) clause 10 (1) (l) (4)	36,91	36,91	35,81	35,81

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the

employee with the Council's fringe benefits indicating the amount of the contribution made."

5.2 Add the following new sub-clause (7) after sub-clause (6):

"(7) Contributions by employees: (a) Every employer shall deduct a retirement fund contribution amount on behalf of each eligible employee in respect of each day that the employee remains in his / her employ, which shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	0,70	0,70	0,62	0,68
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	0,70	0,70	0,62	0,68
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	0,77	0,77	0,71	0,75
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	0,85	0,85	0,79	0,82
(viii) clause 10 (1) (e)	0,93	0,93	0,86	0,91
(ix) clause 10 (1) (f)	1,03	1,03	0,95	1,00
(x) clause 10 (1) (g)	1,13	1,13	1,05	1,10

(xi) clause 10 (1) (h)	1,24	1,24	1,15	1,21
(xii) clause 10 (1) (i)	1,37	1,37	1,33	1,33
(xiii) clause 10 (1) (j) (1)	1,50	1,50	1,46	1,46
(xiv) clause 10 (1) (j) (2)	1,65	1,65	1,60	1,60
(xv) clause 10 (1) (j) (3)	1,82	1,82	1,76	1,76
(xvi) clause 10 (1) (j) (4)	2,00	2,00	1,94	1,94
(xvii) clause 10 (1) (j) (5)	2,20	2,20	2,14	2,14
(xviii) clause 10 (1) (j) (6)	2,42	2,42	2,35	2,35
(xix) clause 10 (1) (j) (7)	2,66	2,66	2,58	2,58
(xx) clause 10 (1) (j) (8)	2,93	2,93	2,84	2,84
(xxi) clause 10 (1) (k)	0,77	0,77	0,75	0,75
(xxii) clause 10 (1) (l) (1)	0,93	0,93	0,86	0,91
(xxiii) clause 10 (1) (l) (2)	1,03	1,03	0,95	1,00
(xxiv) clause 10 (1) (l) (3)	1,13	1,13	1,05	1,10
(xxv) clause 10 (1) (l) (4)	1,37	1,37	1,33	1,33

6. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

BENEFIT FUND FOR THE BUILDING INDUSTRY

6.1 Substitute the following for sub-clauses (3)(a) and (b):

(3) Contributions by the employer:

- (a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution day for which the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	2,10	2,10	1,86	2,04
(ii) clause 10 (1) (a) (2)	2,10	2,10	1,86	2,04
(iii) clause 10 (1) (b) (1)	2,10	2,10	1,86	2,04
(iv) clause 10 (1) (b) (2)	2,10	2,10	1,86	2,04
(v) clause 10 (1) (c) (1)	2,31	2,31	2,14	2,25
(vi) clause 10 (1) (c) (2)	2,31	2,31	2,14	2,25
(vii) clause 10 (1) (d)	2,55	2,55	2,36	2,47
(viii) clause 10 (1) (e)	2,80	2,80	2,59	2,72
(ix) clause 10 (1) (f)	3,08	3,08	2,85	2,99
(x) clause 10 (1) (g)	3,39	3,39	3,14	3,29
(xi) clause 10 (1) (h)	3,73	3,73	3,45	3,62
(xii) clause 10 (1) (i)	4,10	4,10	3,98	3,98
(xiii) clause 10 (1) (j) (1)	4,51	4,51	4,38	4,38
(xiv) clause 10 (1) (j) (2)	4,96	4,96	4,81	4,81
(xv) clause 10 (1) (j) (3)	5,46	5,46	5,29	5,29

(xvi) clause 10 (1) (j) (4)	6,00	6,00	5,82	5,82
(xvii) clause 10 (1) (j) (5)	6,60	6,60	6,41	6,41
(xviii) clause 10 (1) (j) (6)	7,27	7,27	7,05	7,05
(xix) clause 10 (1) (j) (7)	7,99	7,99	7,75	7,75
(xx) clause 10 (1) (j) (8)	8,79	8,79	8,53	8,53
(xxi) clause 10 (1) (k)	2,31	2,31	2,25	2,25
(xxii) clause 10 (1) (l) (1)	2,80	2,80	2,59	2,72
(xxiii) clause 10 (1) (l) (2)	3,08	3,08	2,85	2,99
(xxiv) clause 10 (1) (l) (3)	3,39	3,39	3,14	3,29
(xxv) clause 10 (1) (l) (4)	4,10	4,10	3,98	3,98

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day."

7. CLAUSE 19: EXPENSES OF THE COUNCIL

7.1 Substitute the following for sub-clauses (1)(a) and (b):

"(1) Contributions by the employer:

(a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution day that the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	3,60	3,60	3,18	3,49
(ii) clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49
(iii) clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49
(iv) clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49
(v) clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84
(vi) clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84
(vii) clause 10 (1) (d)	4,35	4,35	4,03	4,22
(viii) clause 10 (1) (e)	4,79	4,79	4,43	4,65
(ix) clause 10 (1) (f)	5,27	5,27	4,88	5,11
(x) clause 10 (1) (g)	5,80	5,80	5,36	5,62
(xi) clause 10 (1) (h)	6,37	6,37	5,90	6,18
(xii) clause 10 (1) (i)	7,01	7,01	6,80	6,80
(xiii) clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48
(xiv) clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23
(xv) clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05
(xvi) clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96

(xvii) clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii) clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix) clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx) clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi) clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii) clause 10 (1) (l) (1)	4,79	4,79	4,43	4,65
(xxiii) clause 10 (1) (l) (2)	5,27	5,27	4,88	5,11
(xxiv) clause 10 (1) (l) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (l) (4)	7,01	7,01	6,80	6,80

- (b) Every employer shall pay the specified amount to the Council on the employee's normal pay day."

7.2 Substitute the following for sub-clauses (2)(a) and (b):

(2) *Special levy by the employee:*

- (a) Every employer may on each pay day deduct from the wages due every day to each eligible employee the amount that is specified below:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day

Employees for whom wages are prescribed in-					
(i)	clause 10 (1) (a) (1)	3,60	3,60	3,18	3,49
(ii)	clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49
(iii)	clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49
(iv)	clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49
(v)	clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84
(vi)	clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84
(vii)	clause 10 (1) (d)	4,35	4,35	4,03	4,22
(viii)	clause 10 (1) (e)	4,79	4,79	4,43	4,65
(ix)	clause 10 (1) (f)	5,27	5,27	4,88	5,11
(x)	clause 10 (1) (g)	5,80	5,80	5,36	5,62
(xi)	clause 10 (1) (h)	6,37	6,37	5,90	6,18
(xii)	clause 10 (1) (i)	7,01	7,01	6,80	6,80
(xiii)	clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48
(xiv)	clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23
(xv)	clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05
(xvi)	clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96
(xvii)	clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii)	clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix)	clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx)	clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi)	clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii)	clause 10 (1) (l) (1)	4,79	4,79	4,43	4,65
(xxiii)	clause 10 (1) (l) (2)	5,27	5,27	4,88	5,11

(xxiv) clause 10 (1) (l) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (l) (4)	7,01	7,01	6,80	6,80

(c) Every employer shall pay the specified amounts to the Council as prescribed in sub-clause (1) hereof."

8. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

8.1 Substitute the following for clause (21)(1):

"(1) Every employer, to whom this agreement applies, shall pay an amount of R1,70 per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

9. Add the following new clause 30 after clause 29:

"30. FUNERAL BENEFIT

(1) The funeral benefit fund, administered by the Council, for the purpose of providing a funeral benefit to new eligible employees, namely Cleaners, Beginner Prefabricated concrete wall Labourers and Labourers which are registered in the industry for the first time. Fees contributed by the employers to the fund must be invested as determined under section 53 (5) of the Act. After a membership of 1 year they will automatically qualify for the full retirement benefit.

(2) **Contributions by the employer:** (a) An employer shall contribute an amount on behalf of an eligible employee to the Funeral Benefit for each day that the employee is employed (a contribution week), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)				
(ii) clause 10 (1) (a) (2)	1,00	1,00	1,00	1,00
(iii) clause 10 (1) (b) (1)				
(iv) clause 10 (1) (b) (2)	1,00	1,00	1,00	1,00
(v) clause 10 (1) (c) (1)				
(vi) clause 10 (1) (c) (2)	1,00	1,00	1,00	1,00
(vii) clause 10 (1) (d)				
(viii) clause 10 (1) (e)				
(ix) clause 10 (1) (f)				
(x) clause 10 (1) (g)				
(xi) clause 10 (1) (h)				
(xii) clause 10 (1) (i)				
(xiii) clause 10 (1) (j) (1)				
(xiv) clause 10 (1) (j) (2)				
(xv) clause 10 (1) (j) (3)				
(xvi) clause 10 (1) (j) (4)				

(xvii) clause 10 (1) (j) (5)				
(xviii) clause 10 (1) (j) (6)				
(xix) clause 10 (1) (j) (7)				
(xx) clause 10 (1) (j) (8)				
(xxi) clause 10 (1) (k)				
(xxii) clause 10 (1) (l) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				

- (3) If Cleaners, Prefabricated concrete wall Labourers and Labourers withdraw their pension / provident benefits and return to the industry, he/she is eligible for a funeral benefit and only after a year qualifies for full retirement benefits.
- (4) Eligible employees will qualify for a funeral benefit of R5000.00 if they contribute 50 daily contributions during a working year."

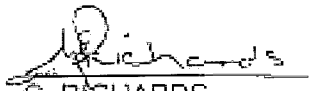
SIGNED ON BEHALF OF THE PARTIES ON THIS 10TH DAY OF AUGUST 2016.

TOTAL WORD COUNT – 4 485


R.C. DAMON
CHAIRMAN


P.A. BOTHA
MBA WEST BOLAND
Bou Industrieë Assosiasie Wes-Boland


D.J. PHILLIPS
MBA GREATER BOLAND
Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)


G. RICHARDS
BUILDING WORKERS UNION


L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND

DEPARTMENT OF LABOUR


NO. R. 1368

04 NOVEMBER 2016

LABOUR RELATIONS ACT, 1995

**BUILDING INDUSTRY BARGAINING COUNCIL NORTH AND WEST BOLAND:
EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE
AGREEMENT**


I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 624 of 5 August 2011, R. 133 of 24 February 2012, R. 957 of 23 November 2012, R. 691 of 20 September 2013, R. 820 of 24 October 2014, R. 1039 of 30 October 2015 and R. 1108 of 13 November 2015 by a further period ending 31 December 2017.


M N OLIPHANT
MINISTER OF LABOUR
18/10/2016

UMNYANGO WEZABASEBENZI**UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI, KA 1995**

**UMKHANDLU WOKUZOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZOKWAKHA ENYAKATHO KANYE NASENTSHONALANGA
YEBOLAND: UKWELULWA KWESIKHATHI SOKUSEBENZA
KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wezobudlelwano Kwezabasebenzi, ka 1995, ngelula izikhathi zokusebenza kwezivumelwano ezinqunywe kwiZaziso zikaHulumeni ezinguNombolo R.624 somhlaka 5 kuNcwaba 2011, R.133 somhlaka 24 kuNhlolanja 2012, R. R.957 somhlaka 23 kuLwezi 2012, R. 691 somhlaka 20 kuMandulo 2013, R.820 somhlaka 24 kuMfumfu 2014, R.1039 somhlaka 30 kuMfumfu 2015 kanye nesingu R.1108 somhlaka 13 kuLwezi 2015 ngesikhathi esengeziwe esiphela mhlaka 31 kuZibandlela 2017


M N OLIPHANT
UNGQONGQOSHE WEZABASEBENZI
12/10/2016

CORRECTION NOTICE
CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE NO. 1 (NO.1/1/1555)

By the substitution of the rates of duty where they appear in the "MERCOSUR" column as published in Notice No. R.1284 of Government Gazette No. 40356 on 21 October 2016 for the tariff subheadings listed below, **with effect from 10 October 2016.**

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
5402.31	6	-- Of nylon or other polyamides, measuring per single yarn not more than 500 dtex	kg	15%	9%	5%	free	11,25%
5402.32	2	-- Of nylon or other polyamides, measuring per single yarn more than 500 dtex	kg	15%	9%	5%	free	11,25%
5402.33	9	-- Of polyesters	kg	15%	9%	5%	free	11,25%
5402.34	5	-- Of polypropolyne	kg	15%	9%	5%	free	11,25%
5402.48	5	-- Other, of polypropolyne	kg	15%	9%	5%	free	11,25%
6103.22	4	-- Of cotton	u	40%	24%	20%	free	36% to Paraguay, Uruguay
6103.42.10	0	--- Trousers	u	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6103.42.20	8	--- Breeches and shorts	u	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6103.42.90	9	--- Other	u	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6104.42	7	-- Of cotton	u	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6105.10	4	-- Of cotton	u	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6813.20.10	4	-- Brake linings of pressure or similar moulded material	kg	15%	9%	15%	free	13,5%
6813.81.10	8	--- Brake linings of pressure or similar moulded material	kg	15%	9%	15%	free	13,5%

NO. R. 1369

SOUTH AFRICAN REVENUE SERVICE

04 NOVEMBER 2016

STATSKOERANT, 4 NOVEMBER 2016

No. 40401 53

VERBETERINGSKENNISGEWING
DOEANE EN AKSYNS WET, 1964
WYSIGING VAN BYLAE NO. 1 (NO.1/1/1555)

Deur die vervanging van die skale van reg waar dit voorkom in die "MERCOSUR" kolom soos gepubliseer in Kennisgewing No. R.1284 van Staatskoerant No. 40356 gedateer 21 Oktober 2016 vir die ondervermelde tariefsubposte, **met ingang vanaf 10 Oktober 2016.**

Deur die vervanging van die volgende:

Pos/ Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
5402.31	6	-- Van nylon of ander poliamiede, met 'n lesing per enkelgaring van hoogstens 500 dtex	kg	15%	9%	5%	vry	11,25%
5402.32	2	-- Van nylon of ander poliamiede, met 'n lesing per enkelgaring van meer as 500 dtex	kg	15%	9%	5%	vry	11,25%
5402.33	9	-- Van poliësters	kg	15%	9%	5%	vry	11,25%
5402.34	5	-- Van polipropileen	kg	15%	9%	5%	vry	11,25%
5402.48	5	-- Ander, van polipropileen	kg	15%	9%	5%	vry	11,25%
6103.22	4	-- Van katoen	u	40%	24%	20%	vry	36% vir Paraguay, Uruguay
6103.42.10	0	--- Broeke	u	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6103.42.20	8	--- Kortbroeke	u	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6103.42.90	9	--- Ander	u	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6104.42	7	-- Van katoen	u	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6105.10	4	-- Van katoen	u	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6813.20.10	4	-- Remvoerings van druk- of dergelike gevormde stof	kg	15%	9%	15%	vry	13,5%
6813.81.10	8	--- Remvoerings van druk- of dergelike gevormde stof	kg	15%	9%	15%	vry	13,5%

CORRECTION NOTICE
CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE NO. 1 (NO.1/1/1554)

By the substitution of the rates of duty where they appear in the "MERCOSUR" column as published in Notice No. R.1283 of Government Gazette No. 40356 on 21 October 2016 for the tariff subheadings listed below, **with effect from 10 October 2016.**

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0304.61.90	8	--- Other	kg	25%	22,5%	free	free	22,5%
0304.62.90	6	--- Other	kg	25%	22,5%	free	free	22,5%
0304.63.90	2	-- Other	kg	25%	22,5%	free	free	22,5%
0304.69.90	0	--- Other	kg	25%	22,5%	free	free	22,5%
0304.71.90	4	--- Other	kg	25%	22,5%	free	free	22,5%
0304.72.90	0	--- Other	kg	25%	22,5%	free	free	22,5%
0304.73.90	7	--- Other	kg	25%	22,5%	free	free	22,5%
0304.74.90	3	--- Other	kg	25%	22,5%	free	free	22,5%
0304.75.90	6	--- Other	kg	25%	22,5%	free	free	22,5%
0304.79.90	5	--- Other	kg	25%	22,5%	free	free	22,5%
0304.81.90	9	--- Other	kg	25%	22,5%	free	free	22,5%
0304.82.90	5	--- Other	kg	25%	22,5%	free	free	22,5%
0304.83.90	1	--- Other	kg	25%	22,5%	free	free	22,5%
0304.84.90	8	--- Other	kg	25%	22,5%	free	free	22,5%
0304.85.90	4	--- Other	kg	25%	22,5%	free	free	22,5%
0304.87.90	7	--- Other	kg	25%	22,5%	free	free	22,5%
0304.89.90	4	--- Other	kg	25%	22,5%	free	free	22,5%

NO. R. 1370

SOUTH AFRICAN REVENUE SERVICE

04 NOVEMBER 2016

STATSKOERANT, 4 NOVEMBER 2016

No. 40401 55

VERBETERINGSKENNISGEWING
DOEANE EN AKSYNS WET, 1964
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1554)

Deur die vervanging van die skale van reg waar dit voorkom in die "MERCOSUR" kolom soos gepubliseer in Kennisgewing No. R.1283 van Staatskoerant No. 40356 gedateer 21 Oktober 2016 vir die ondervermelde tariefsubposte, **met ingang vanaf 10 Oktober 2016.**

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0304.61.90	8	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.62.90	6	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.63.90	2	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.69.90	0	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.71.90	4	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.72.90	0	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.73.90	7	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.74.90	3	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.75.90	6	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.79.90	5	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.81.90	9	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.82.90	5	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.83.90	1	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.84.90	8	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.85.90	4	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.87.90	7	--- Ander	kg	25%	22,5%	vry	vry	22,5%
0304.89.90	4	--- Ander	kg	25%	22,5%	vry	vry	22,5%