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**PART 1 OF 2**

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## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. R. 887

25 AUGUST 2017

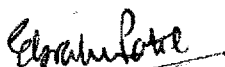
## International Trade Administration Commission of South Africa

## Automotive Production and Development Programme (APDP) Regulations

I, Ebrahim Patel, in my capacity as Minister of Economic Development, acting under the powers vested in me by Section 59 of the International Trade Administration Act, 2002 (Act 71 of 2002), hereby amend Government Notice No. R. 96 published in Government Gazette No. 36147 of 15 February 2013, by substitution of the current paragraphs (iv) and (v) of the specified motor vehicles definition of Part A to the APDP Regulations for the following:

"Specified motor vehicles" means:

- (i) road tractors or semi-trailers of subheading 8701.20 of a vehicle mass not exceeding 1 600 kg;
- (ii) motor vehicles for the transport of ten or more persons, including the driver, of heading 87.02, of a vehicle mass not exceeding 2 000 kg (excluding those of subheading 8702.10.10);
- (iii) motor cars (including station wagons) of heading 8703;
- (iv) motor vehicles for the transport of goods of heading 87.04 of a vehicle mass not exceeding 2 000 kg or a G.V.M. not exceeding 3 500 kg or of a mass not exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg per chassis fitted with a cab (excluding shuttle cars and low construction flame-proof vehicles for use in underground mines and off-the-road logging trucks); and
- (v) chassis fitted with engines of heading 87.06, of a mass not exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg (excluding those for shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks)



Ebrahim Patel, MP  
Minister of Economic Development

Date: 14 / 8 / 2017

## DEPARTMENT OF LABOUR

NO. R. 888

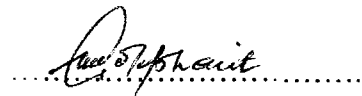
25 AUGUST 2017

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF GOVERNMENT NOTICES

MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: ADMINISTRATIVE  
COLLECTIVE AGREEMENT

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.783 of 1 July 2016 and R.215 of 10 March 2017 with effect from the second Monday after the date of publication of this notice.



**M N OLIPHANT, MP**  
**MINISTER OF LABOUR**

08/08/2017

## UMNYANGO WEZABASEBENZI

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

## UKUHOXISWA KWEZAZISO ZIKAHULUMENI

## MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO:

## ISIVUMELWANO SOKUPHATHA

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esinguNombolo R.783 womhlaka 1 kuNtulikazi 2016 kanye nesinguNombolo R.215 womhlaka 10 kuNdasa 2017 kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.




**M N OLIPHANT, MP**

**UNGQONGQOSHE WEZABASEBENZI**

08/08/2017

**DEPARTMENT OF LABOUR****LABOUR RELATIONS ACT, 1995****MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: EXTENSION TO  
NON-PARTIES OF THE ADMINISTRATIVE COLLECTIVE AGREEMENT**


I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council**, 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 publication of this notice and for the period ending 31 August 2019.

..........  
**M N OLIPHANT, MP**  
**MINISTER OF LABOUR**  
*08/08/2017*

**UMNYANGO WEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: UKWELULWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI SOKUPHATHA SELULELWA  
KULABO ANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngomSombuluko wesibili emva kokukhishwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2019.

  
.....  
**M N OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**  
08/08/2017

## **SCHEDULE**

### **THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO**

#### **COLLECTIVE ADMINISTRATIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between:

**Retail Motor Industry Organisation - RMI**

and

**Fuel Retailers Association of Southern Africa**

and

**National Employers Association of South Africa - NEASA**

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

**National Union of Metalworkers of South Africa - NUMSA**

and

**Motor Industry Staff Association - MISA**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO:

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## CLAUSE 1 - SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed -
  - (a) In the Motor Industry by all employees in the registered scope of the Council;
  - (b) in the Republic of South Africa, excluding the portion of the Magisterial District of Somerset West occupied by the Cape Explosive Works (Ltd);
  - (c) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions respectively; and
  - (d) by non-parties to the extent that the Minister has granted an extension of this agreement to non-parties in terms of section 32 of the Act.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall apply to apprentices and learners in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998; and
- (3) The provisions of Clauses 1(1)(c), 2, 9 and 18 of this Agreement shall, subject to the extension of this agreement to non-parties by the Minister in terms of section 32 of the Act, not apply to employers and employees who are not members of the employers' organisations and trade unions who entered into this agreement

## CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in operation for the period ending 31 August 2019.

### CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context:

The headings do not govern or affect the interpretation of this Agreement;

- (1) **'Act'** means the Labour Relations Act 66 of 1995 as amended from time to time;
- (2) **'Apprenticeship'** means a learnership in respect of a listed, and includes a trade-test in respect of the trade as defined in the Skills Development Act;
- (3) **'Area A (EC)'** means the Magisterial District of East London, the municipal areas of Despatch, Port Elizabeth and Uitenhage;
- (4) **'Other Areas (EC)'** means the Magisterial Districts of Aberdeen, Adelaide, Albany, Albert, Alexandria, Aliwal North, Barkly East, Bathurst, Bedford, Calitsoorp, Cathcart, Colesberg, Cradock, Elliot, Fort Beaufort, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Indwe, Jansenville, Joubertina, King William's Town, Kirkwood, Knysna, Komga, Lady Grey, Maclear, Middelburg (C.P.), Molteno, Mosselbay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port Elizabeth), Queenstown, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tarka Uitenhage (excluding the municipal area of Uitenhage), Uniondale, Verterstad, Willowmore and Wodehouse;

- (5) **'Area A (KZNL)'** means the Magisterial Districts of Chatsworth, Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith, Newcastle and Umhlanga Rocks;
- (6) **'Other Areas (KZNL)'** means the districts and areas in the Province of Kwazulu Natal not referred to in Area A (KZNL), and the Magisterial District of Mount Currie;
- (7) **'Area A (FS & NC)'** means the Magisterial District of Bloemfontein and the municipal areas of Kimberley, Sasolburg and Welkom;
- (8) **'Other Areas (FS & NC)'** means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Phillipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton [but excluding those municipal areas included in Area A (FS & NC)];
- (9) **'Area A (Highveld)'** means the Magisterial Districts of Oberholzer, Randfontein and Westonaria, and the municipal areas of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Springs, Vanderbijlpark and Vereeniging;
- (10) **'Other Areas (Highveld)'** means the Magisterial Districts of Amersfoort, Amsterdam, Balfour, Bethal, Bloemhof, Breyten, Christiana, Coligny, Davel, Delareyville, Delmas, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Pongola, Schweizer Reneke, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton,

Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassie, Migdol, Moolman, Moosrivier, Morgenzon, Muldersdrift, Paardekraal, Perdekop, Plat Rand, Redan, Residensia, Rykaartspoor, Sannieshof, Sibasa, Sunda, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Welbekend, Welverdiend, Walkerville, Zuurbekom, but excluding those Districts and Areas referred to in Area A (Highveld);

- (11) **'Area A (Northern Region)'** means the municipal areas of Akasia, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potgietersrus, Pretoria, Rustenburg, Centurion and Witbank;
- (12) **'Other Areas (Northern Region)'** means the Magisterial Districts of Barberton, Belfast, Brits, Bronkhorstspuit, Carolina, Cullinan, Eerstehoek/Badplaas, Ellisras, Groblersdal, Koster, Letaba (includes Tzaneen), Lydenburg, Marico (includes Zeerust), Messina, Moutse, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swartruggens, Thabazimbi, Warmbaths, Waterval Boven, White River and Waterberg (includes Nylstroom), but excluding those Districts and Areas referred to in Area A (Northern Region) and the Areas as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993).
- (13) **'Area A (WP)'** means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon's Town, The Cape and Wynberg, and the municipal areas of Paarl, Somerset West, Stellenbosch and Strand;
- (14) **'Other Areas (WP)'** means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland,

Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester, but excluding those municipal areas referred to in Area A (WP);

- (15) **'B/A journeyman'** means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined;

[**Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant; which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.];

- (16) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (17) **'Constitution'** means the constitution of the Council;

- (18) **'Establishment'** means any workplace or any other place where an employer carries on business or keeps employment records in or on which the Industry, or any part thereof, as defined in this Agreement;
- (19) **'Independent Board'** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council;
- (20) **'journeyman'** means a person who performs journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Skills Development Act in accordance with a written contract approved by any Regional Council; or
  - (b) is in possession of a Grade A membership card issued by MISA or NUMSA; or
  - (c) is in possession of a certificate issued to him in terms of the Skills Development Act; or
  - (e) is in possession of an identity card issued by the Regional Council;
- (21) **'Learner'** includes an apprentice as defined in the Skills Development Act;
- (22) **'Learnership'** means a learnership as described in chapter 4 (Learnerships) of the Skills Development Act and includes an apprenticeship;
- (23) **'Main Agreement'** means the agreement in which wages and other conditions of service are agreed for employees by the parties to the agreement in the Motor Industry, subject to extension of the agreement to non-parties by the Minister;

- (24) **`Motor Industry' or `Industry'**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, 1995, includes -
- (a) assembling, erecting, testing, remanufacturing, repairing, installing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with -
    - (i) chassis and/or bodies of motor vehicles;
    - (ii) internal combustion engines and transmission components of motor vehicles;
    - (iii) the electrical and electronic equipment and/or devices mainly exclusively connected with motor vehicles;
  - (b) automotive engineering;
  - (c) Auto valet establishments;
  - (d) repairing, vulcanising and/or retreading tyres;
  - (e) repairing, servicing and/or reconditioning batteries for motor vehicles;
  - (f) the business of parking and/or storing motor vehicles;
  - (g) the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages of customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea

room and catering environment;

- (h) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises that are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles is carried out;
- (i) the business motor graveyards;
- (j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (k) motor vehicle body building;
- (l) the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
  - (i) agricultural and irrigation equipment; and
  - (ii) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition -

**'automotive engineering'** means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments are engaged in the dismantling and repair of motor vehicles or not;

**"Auto valet establishment"** means an establishment associated with filling



and/or service stations forming part of the same enterprise within the Motor Industry wherein the under mentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

- (a) Steam cleaning of chassis/or engines;
- (b) Washing and/or polishing of the exterior/body;
- (c) Vacuuming and/or cleaning of upholstery and/or interior;
- (d) Painting and/or polishing of tyres; and
- (e) Driving and/or parking of vehicles on premises of a valet establishment.

**"motor vehicle"** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans and shall not include any equipment designed to run on fixed tracks, on air crafts.

**"Motor vehicle body building"** means any or all of the following activities carried on in a motor vehicle body building establishment, but shall not include motor vehicle body building done by assembly establishments incidentally to the assembling of motor vehicles:

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any

type of motor vehicle;

- (d) coating and/or decoration of cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;
- (f) building of trailers, but not including the manufacture of wheels or axles therefore; and
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f) above.

For the purposes of this definition, 'vehicle' does not include an aircraft and 'Motor Industry' as defined above does not include the following:

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;
- (c) the manufacturing and/or maintenance and/or repair of -
  - (i) civil and mechanical engineering equipment, and/or parts thereof,

whether or not mounted on wheels;

- (ii) agricultural equipment or parts thereof; or
- (iii) equipment designed for use in factories and/or workshops:

Provided that for the purposes of paragraphs (a), (b) and (c) above, 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (iv) motor vehicle or other vehicle bodies and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale; and

- (d) assembly establishments which shall mean establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include motor vehicle body building, except in so far as it is carried on incidentally to the assembly of motor vehicles, other than caravans and trailers.

(25) 'PFA' means the Pension Funds Act 24 of 1956 as amended from time to time;

(26) 'Region EC' means those areas defined as 'Area A (EC)' and 'Other Areas (EC)';

(27) 'Region KZN' means the Province of Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) and the Magisterial District of Mount Currie;

- (28) **'Region FS & NC'** means those areas defined as 'Area A (FS & NC) and 'Other Areas (FS & NC);
- (29) **'Region Highveld'** means those areas defined as 'Area A (Highveld) and "Other Areas (Highveld);
- (30) **'Northern Region'** means those areas defined as 'Area A (Northern Region)' and 'Other Areas (Northern Region);
- (31) **'Region WP'** means those areas defined in 'Area A (WP)' and 'Other Areas (WP)';
- (32) **'Regional Council'** means a committee appointed as such by the Council in terms of its Constitution;
- (33) **'Republic of South Africa'** means the Republic of South Africa as defined in the Republic of South Africa Constitution Act 108 of 1996 as amended;
- (34) **'Skills Development Act'** means the Skill Development Act 97 of 1998 as amended;
- (35) **'week'** means -
  - (a) for the purposes of clause 11 (Returns to the Council) of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
  - (b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.

**CLAUSE 4 - EXEMPTIONS**

- (1) Exemption from any of the provisions of any of the Council's Agreements may be granted by the Exemptions Board or a Regional Council, to any party on application.
- (2) Application for exemption to the Exemptions Board shall be made, in a form prescribed by the Council, to the General Secretary of the Council or in the case of a Regional Council, to the Regional Secretary within whose area the applicant operates or is employed.
- (3) The Exemptions Board or Regional Council, as the case may be, shall fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any certificate of exemption.
- (4) Should a party wish to appeal a decision of the Exemptions Board or Regional Council to refuse to grant an exemption or to withdraw any licence of exemption granted to it, other than a decision relating to an application for exemption relating to actual and/or guaranteed increases, it shall appeal, within 14 calendar days of receiving reasons in writing of such refusal or withdrawal, the decision of the Exemptions Board or Regional Council to the Independent Board. Written reasons shall only be furnished to a Party upon receipt of a written request for such reasons by the exemptions Board no later than 14 calendar days from the date of receipt of written notification of such refusal or withdrawal. In the event of an appeal against the decision of the Exemptions to withdraw an exemption of a party, such decision to withdraw shall not be implemented before the outcome of the appeal to the Independent Board.
- (5) The exemptions listed in Annexure B to this Agreement shall fall solely within the scope of Regional Councils and shall not be considered by the Exemptions Board

save where the exemption application relates to the following:

- 5.1 an application for exemption is made by or on behalf of an entity that has establishments across two or more regions and the exemption applied for is to apply at all establishments across two or more regions in which the entity has presence; and
- (6) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (7) The General Secretary of the Council in respect of the Exemptions Board or in the case of a Regional Council the Secretary, as the case may be, shall issue to every person granted an exemption, a certificate signed by him setting out -
- (a) the name of the person concerned;
  - (b) the provisions of this Agreement from which exemption is granted;
  - (c) the conditions subject to which such exemption is granted; and
  - (d) the period during which the exemption shall be valid.

#### **CLAUSE 5 - WAGE EXEMPTIONS BOARD**

- (1) The council hereby establishes the Wage Exemptions Board ("the Board"). The Board shall have sole jurisdiction to consider applications for exemption by individual employers to pay a lesser wage increase and/or guaranteed increase.
- (2) The Board shall consist of 6 members who shall include the General Secretary of the Council who shall also act as chairperson of meetings of the Board.
- (3) The members of the Board shall include:

- a) Two independent labour representatives;
- b) Two independent business representatives; and
- c) An Auditor.

The members of the Board shall be required to *inter alia* possess the following qualities:

- (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (4) The General Secretary shall convene board meetings as and when required by giving at least 14 (fourteen) days written notice to members of the Board. Such notice shall include the Agenda and such other information as may be necessary to prepare for such meeting.
- (5) The following procedure shall apply to wage exemptions:
- (a) An employer that applies for an exemption in order to pay a lesser wage

increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the Council for consideration by the Board.

- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process. The proof of the consultation process shall include written confirmation by the employer that the substantive reasons motivating for the application for exemption have been disclosed to its employees.
  - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
  - (d) The Board shall make a decision on the application for an exemption within 30 days from the date upon which it was lodged with the Council.
  - (e) If an application for exemption is granted to an employer and written proof of such exemption is issued to the employer, the employer shall ensure that such written proof of exemption is contained and displayed at all establishments to which the exemption is applicable.
- (6) In the case of an application for exemption relating to actual and / or guaranteed increases the following procedure shall apply:
- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such must obtain the wage exemption application form available on request from the Council for consideration by the Board.



- (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
- (c) The application must be lodged with the Council and must include the following supporting documents –
  - (i) Formal financial information;
  - (ii) A written motivation; and
  - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
- (d) Applications must be lodged with the Council and considered within 21 calendar days from the date the Council has circularised all employers with the amending Agreements and wage schedules, either hand delivered or by registered mail or by fax or E-mail, in the prescribed format.
- (e) The Board must make a decision on the application within 14 calendar days of the conclusion of the first period, i.e. 21 days as referred to in sub-clause (d) hereof.
- (f) Applicant employers shall be advised of the outcome within seven days by fax where applicable and by registered mail.
- (g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.
- (h) All hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.

- (7) The General Secretary of the Council shall -
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued; and
  - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (8) The General Secretary of the Council shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clauses (6) and (7) above.
- (9) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary for their services to the Council.

#### **CLAUSE 6 - INDEPENDENT BOARD**

- (1) In terms of section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Board of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be a representative, office bearer or official of the Council or party

to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:

- (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any party or non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision or Wage Exemptions Board, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General

Secretary of the Council or Secretary of the Regional Council, as the case may be for consideration by the Independent Board.

- (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Appeal criteria set out in subclause 7 (**Exemption criteria**) of this clause 6.
- (c) All appeals to the Independent Board shall be substantiated or motivated by the applicant and shall include the following details:
  - (i) the period for which the exemption is required;
  - (ii) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
  - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
  - (a) it does not undermine the agreement;
  - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.

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- (5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal for exemption it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the scope of exemption required;
  - (d) the infringement of basic conditions of employment rights;
  - (e) the fact that a competitive advantage is not created by the exemption;
  - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
  - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
  - (h) any existing special economic or other circumstances which warrant the

granting of the exemption;

- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
  - (j) any recommendation from the Council.
- (8) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary.

#### **CLAUSE 7 - DEDUCTIONS FROM EARNINGS**

- (1) Unless otherwise provided for in this Agreement or the Main Agreement, no deductions or set-off of any description, shall be made from the earnings that an employee would normally be entitled to receive other than the following:
- (a) Deductions made with the written consent of the employee and of the Regional Council or the Council for –
    - (i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
    - (ii) tea, sports or similar clubs;
    - (iii) purchases by employees from their employers;
    - (iv) traffic fines in cases where the guilty person(s) have been identified

beyond doubt; provided that in the event of an employee being required to drive an unroadworthy or unlicensed vehicle, such fines shall be excluded;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of amounts as determined by Council from time to time, the deductions referred herein, together with other similar deductions, may be made subject to the written consent of the employee only: Provided further that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (b) Contributions to Council funds in terms of clause 13 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council.
  - (c) Any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee.
  - (d) Subscriptions to MISA and NUMSA, in terms of clause 14 of this Agreement, or to such other registered trade union as may be approved by a Regional Council or the Council.
  - (e) Any amount an employer deducts to pay a financial institution approved by the Council in respect of a housing loan for which any of the Pension or Provident Funds administered by the Council provide collateral security.
- (2) An employer who has made a deduction in terms of this sub-clause shall pay the amount deducted to the Secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was made, or in the case of sub-clause 1(e) to the appropriate person or

authority in terms of any law, ordinance or legal process or to the approved financial institution referred to in that sub-clause: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings including deductions for the payment of housing loans, and provided further that statutory deductions will not form part of this limitation.

- (3) Subject to the provisions of Clause 22 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 16th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in terms of clause 22 of this Agreement, from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

#### **CLAUSE 8 - ADMINISTRATION & ENFORCEMENT OF AGREEMENT**

- (1) The Motor Industry Bargaining Council - MIBCO, registered in terms of section 29 of the Act, hereinafter referred to as the "Council", shall be the body responsible for the administration, interpretation, implementation and enforcement of any provision of this Agreement, the Main Agreement or any other collective Agreements entered into by the parties to the Council.
- (2) The Council may, in terms of its Constitution, appoint Regional Councils for such Regions as it may establish from time to time.

#### **CLAUSE 9 - AGENTS**

- (1) The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and any other collective agreement of the Council, and it shall be the duty of every employer and



every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement and any other collective agreement of the Council are being observed.

- (2) The Council may also request the Minister to appoint the designated agents referred to in section 33 of the Act whose functions shall include the promotion of and enforcement of any collective bargaining agreement of the Council.

#### **CLAUSE 10 - REGISTRATION OF EMPLOYERS AND EMPLOYEES**

- (1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business, complete a statement in the form of Annexure A, to this Agreement and lodge such statement with the secretary of the Regional Council within whose area of jurisdiction such place of business is situated, not later than 30 days after the date -
- (a) on which this Agreement comes into operation in the case of any place(s) of business which he is operating at that date; or
  - (b) Date of the commencement or discovery of the business at any such place.
- (2) Every employer shall, within one month after such change, notify the secretary of the Regional Council concerned of any change in -
- (a) the ownership; and/or
  - (b) the name; and/or
  - (c) the address; and/or
  - (d) the partners, directors, members or managers, of the business.

**CLAUSE 11 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES**

Every employer upon whom this Agreement is binding must -

- (a) keep a copy of the Collective Agreements available in the workplace at all times;
- (b) make that copy available for inspection by any employee; and
- (c) give a copy of the collective agreement -
  - (i) to an employee who has paid the prescribed fee; and
  - (ii) free of charge, on request, to an employee who is a trade union representative.
- (d) affix and keep affixed in some conspicuous and readily accessible place upon his premises the undermentioned documents, which must be printed in legible characters in two official languages of the Republic of South Africa:
  - (i) a notice in the form specified by the Council, specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
  - (ii) a notice containing the official address of the Provincial Director, of the Department of Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
  - (iii) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where forecourt attendants are employed on a shift system.

**CLAUSE 12 - RECORDS TO BE KEPT BY EMPLOYERS****(1) *Hours and wages record:***

(a) Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:

- (i) The employee's name and occupation, identity number / passport or permit number;
- (ii) The time worked by each employee;
- (iii) The remuneration paid to each employee;
- (iv) The date of birth of any employee under 18 years of age; and
- (v) Any other prescribed information.

(b) Every employer shall keep the record referred to in paragraph (a) of this subclause for a period of three years from the date of the last entry in the record.

(2) ***Attendance record:*** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

**CLAUSE 13 - RETURNS TO THE COUNCIL**

(1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in subclause (6) of this clause.

(2) Every employer shall contribute and add to the levies deducted in terms of subclause (1) levies of an equal amount.

(3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of subclauses (1) and (2) of this clause, respectively, shall be paid each month to the Council and shall be accompanied by a written or electronic statement containing the following details:

(a) The total number of employees employed and the total amount of levies remitted in respect of such employees; and

(b) in respect of all other employees, including apprentices -

(i) the family name, initials, sex, date of birth, occupation and identity number ( in the case of an employee who is not a south african citizen a passport number and a work permit number);

(ii) the amount of the levy remitted in respect of each employee;

(iii) the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.

[**Note:** Journeymen shall be given numbered identity cards by the Council, and the trade union numbers must be inserted on monthly returns in terms of clause 14(1)(a) of this Agreement.]

(4) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of subclause (3) of this clause to

the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.

- (a) The postal addresses of the secretaries of the various Regional Councils are as follows:

Region EC: PO Box 7270, Port Elizabeth, 6055;

Region KZNL: PO Box 17263, Congella, 4013;

Region FS & NC: PO Box 910, Bloemfontein, 9300;

Region Highveld: PO Box 2578, Randburg, 2125;

Region Northern: PO Box 13970, Hatfield 0028,;

Region WP: PO Box 17, Bellville, 7535.

- (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Regional Council concerned.

- (5) The contributions in terms of sub clause (1), shall be at a rate of R2.65 per week per employer in all Regions as determined by the Council from time to time for both Employers and Employees:

Provided that -

- (i) where an employee receives wages for less than 23 hours, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week; and
- (ii) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.

- (6) Subject to the provisions of clause 22 of this Agreement, should any amount due

in terms of this clause not be received by the Council by the 16th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 22 of this Agreement from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

- (7) The Council shall allocate all payments received from employers, including amounts which are not paid on due date or amounts which are due in terms of a DRC award, for the relevant period for which such payment is applicable.

#### **CLAUSE 14 - SUBSCRIPTIONS TO THE TRADE UNIONS AND EMPLOYERS' ORGANISATIONS**

- (1) (a) Every employer shall deduct from the wages of each of his employees concerned who are members of any of the Trade Unions that are Party to the Council, the amount of the subscription payable by such employees to the trade unions and shall pay to the Council's Shared Services Centre (SSC) having jurisdiction in the area concerned, the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:
- (i) The family name and initials, identity number/passport of permit number;
  - (ii) the trade union membership number;
  - (iii) the amount deducted; and
  - (iv) the period in respect of which subscriptions were deducted.
- (b) Every employer shall pay the subscriptions deducted and render the

statement required in terms of paragraph (a) to the SSC by not later than the 10th day of the month immediately following the month to which the subscriptions relate.

[Note: Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.]

- (2) Every employer who is a member of the employers' organisations shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned one twelfth of his annual subscriptions payable to the relevant employers' organisation, should such subscriptions not already have been paid direct to the said organisation.
- (3) Subscriptions received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause on behalf of the employers' organisations and the trade unions shall be paid to the organisation or the trade union in question by not later than the 10th day of the month following that during which the subscriptions were received.
- (4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 22 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

**CLAUSE 15 - EMPLOYEES' REPRESENTATIVES ON THE COUNCIL**

Employees' representatives on the Council or any Regional Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

**CLAUSE 16 - PROHIBITION OF CESSION OF BENEFITS**

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by clause 18 of this Agreement.

**CLAUSE 17 - PRESUMPTIONS**

An employee shall be deemed to be working in the employ of an employer, in addition to any period during which he is actually so working, during -

- (a) any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (b) any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (c) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (d) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 12 of this Agreement:



Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraphs (b), (c), (d) or (e), the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

#### CLAUSE 18 - CONTINGENCY RESERVE

- (1) Leave pay, holiday bonus and additional holiday pay in the possession of the Council from employees who are members of the respective party trade unions and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid -
  - (a) to Contingency Reserve A where the beneficiary is a member of MISA;
  - (b) to Contingency Reserve C, where the beneficiary is member of NUMSA; and
  - (c) to Contingency Reserve, where the beneficiary is an employee who is a non-party to this agreement.
- (2) Contingency Reserves A and 'C' (hereinafter referred to as the 'Reserves') shall be utilised for the benefit of employees who are members of the respective trade unions Provided that -
  - (i) any such leave pay or additional holiday pay or part thereof as the Council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;
  - (ii) any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this subclause, and that is

subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;

- (iii) subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of MISA or NUMSA, be credited separately in the books of account of the Council in an account to be styled the "A" or "C" Contingency Account respectively.
- (3) The Reserves shall be administered by the Council in accordance with principles formulated by the Council in consultation with all the parties and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.
- (4) In the event of the dissolution of the Council, any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve A such moneys shall be paid into any Benefit Fund established on behalf of MISA in terms of Clause 4 of its Constitution and approved by the Registrar of Labour Relations.
- (5) Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of subclause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.
- (6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at their discretion invest any of the funds on hand with an

approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.

#### **CLAUSE 19- DISHONoured CHEQUES**

Whenever an employer pays any sum of money, which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

#### **CLAUSE 20 - REVISION OF WAGES**

The wages prescribed for the Motor Industry shall be negotiable by the employers' organisation and the trade unions for a period to be agreed by the parties and implemented in terms of the main agreement.

#### **CLAUSE 21 - LEGAL COSTS**

- (1) For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- (2) When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration proceedings or whether those proceedings have commenced or not.

- (3) When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be the costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

#### **CLAUSE 22 - INTEREST CLAUSE**

1. Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, other than amounts due in terms of the Pension Funds Act No. 24 of 1956 as amended from time to time ("PFA"), interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of 1,5 per cent.
2. Interest on amounts not paid on due date in terms of the PFA shall accrue interest at the rate prescribed in the PFA. Interest collected by the Council in respect of amounts overdue in terms of the PFA shall be collected for the benefit of the provident and / or pension fund.

#### **CLAUSE 23 - RESOLUTION OF DISPUTES**

- (1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.

- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in subclause (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration costs in terms of section 138 (10) of the Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.
- (5) The arbitrator's decision shall be final and binding, subject to the parties' rights of review to the Labour Court.

Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

**SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 11<sup>th</sup> DAY OF APRIL 2017.**

  
..... J. ESTERHUIZEN  
PRESIDENT OF THE COUNCIL

  
..... V. POTTERTON  
VICE- PRESIDENT OF THE COUNCIL

  
..... B.C. MKHWANAZI  
GENERAL SECRETARY

**THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ANNEXURE A****[Specified in clause 8(1) of this Agreement]**

Date: .....

The Regional Secretary

The Motor Industry Bargaining Council - MIBCO

Regional Council .....

P O Box .....

.....

Dear Sir

**REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY**

In accordance with clause 8(1) I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on .....  
.....
2. Address at which business is carried on .....
3. Telephone No. ....  
Fax No. ....  
E-Mail Address: .....  
Cell Phone No. ....
4. Address of head office (where applicable) .....

**THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ANNEXURE A****[Specified in clause 8(1) of this Agreement]**

Date: .....

The Regional Secretary

The Motor Industry Bargaining Council - MIBCO

Regional Council .....

P O Box .....

.....

Dear Sir

**REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY**

In accordance with clause 8(1) I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on .....  
.....
2. Address at which business is carried on .....
3. Telephone No. ....  
Fax No. ....  
E-Mail Address: .....  
Cell Phone No. ....
4. Address of head office (where applicable) .....

5. Nature of business .....
6. Date on which trading commenced .....
7. Names and addresses of:  
Proprietor .....  
or Partners .....  
or Directors .....  
or Members .....  
Manager and/or Secretary .....  
(Where any of these persons are actively engaged in the business, the nature of  
their duties must be shown in parentheses alongside their respective names)
8. Particulars of employees:  
Number of journeymen .....  
Number of apprentices .....  
Number of clerical and sales persons .....  
Number of general workers .....  
Number of employees .....
9. Name of employer's organisation of which I am a member .....

Yours faithfully

.....



## **ANNEXURE B**

### **APPLICATIONS FOR EXEMPTIONS TO BE CONSIDERED BY REGIONAL COUNCILS**

The following exemptions shall in terms of the provisions of clause 4 (5) of this Agreement fall solely within the jurisdiction of the Regional Councils:

**1. Administrative Collective Agreement:**

- 1.1 Clause 5: Deductions from Earnings;
- 1.2 Clause 8: Registration of Employers;
- 1.3 Clause 9: Exhibition of Agreement and Posting of Notices;
- 1.4 Clause 10: Records to be Kept by Employers.

**2. Main Collective Agreement, Division A:**

- 2.1 Clause 4: Regulation of Working Hours (All);
- 2.2 Clause 5: Leave (All);
- 2.3 Clause 6: Additional Holiday Pay and Holiday Bonus (All).

**3. Main Collective Agreement, Division C, Chapter 1:**

- 3.1 Clause 3: Ratio.

**4. Main Collective Agreement, Division C, Chapter 2:**

- 4.1 Clause 3: Employees / Ratio.

5. **Main Collective Agreement, Division C, Chapter 3:**

5.1 Clause 3: Employees.

6. **Main Collective Agreement, Division C, Chapter 4:**

6.1 Clause 3: Employees.

7. **Main Collective Agreement, Division C, Chapter 5:**

7.1 Clause 3: Employees.

8. **Main Collective Agreement, Division D:**

8.1 Clause 5: Ratio Provisions.

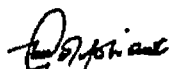
## DEPARTMENT OF LABOUR

NO. R. 889

25 AUGUST 2017

INCLUSION OF NOISE MONITORING BY MEANS OF PERSONAL DOSIMETRY IN REGULATION 7 OF THE  
NOISE INDUCED HEARING LOSS REGULATIONS

In terms of section 43 (1)(b)(v) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993), I, Nelisiwe Mildred Oliphant, Minister of Labour, after consultation with the Advisory Council for occupational Health and Safety, hereby include noise monitoring by means of personal dosimetry, for employees potentially exposed to noise at or above the noise rating limit, whom are neither working in an area of approximate equal noise level or fixed location to supplement the measures in regulation 7 (2) of the Noise Induced Hearing Loss Regulations with effect from the date of publication of this notice. Such personal dosimetry shall be conducted as contemplated in SANS 10083



NM OLIPHANT

MINISTER OF LABOUR

22/06/2017

## DEPARTMENT OF LABOUR

NO. R. 890

25 AUGUST 2017

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF GOVERNMENT NOTICE

**MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: AUTOWORKERS  
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R.784 of 1 July 2016 with effect from the second Monday after the date of publication of this notice.



**M N OLIPHANT, MP  
MINISTER OF LABOUR**

08/08/2017

## UMNYANGO WEZABASEBENZI


## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

## UKUHOXISWA KWESAZISO SIKAHULUMENI

## MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO:

## ISIVUMELWANO SE AUTOWORKERS PROVIDENT FUND

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esinguNombolo R.784 womhlaka 1 kuNtulikazi 2016 kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.



**M N OLIPHANT, MP**

**UNGQONGQOSHE WEZABASEBENZI**

08/08/2017

**DEPARTMENT OF LABOUR****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE MOTOR INDUSTRY-MIBCO: EXTENSION TO  
NON-PARTIES OF THE AUTOWORKERS' PROVIDENT FUND AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with sections 32(5) and 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council**, 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 of this notice and for the period ending 31 August 2019.


  
.....**M N OLIPHANT, MP****MINISTER OF LABOUR**

08/08/2017

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

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE AUTO WORKERS PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kawlesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2019.

  
.....  
**M N OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**  
08/08/2017

**SCHEDULE****MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****AUTO WORKERS' PROVIDENT FUND  
COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

**Retail Motor Industry Organisation – RMI**

and the

**Fuel Retailers Association of Southern Africa**

and the

**National Employers Association of South Africa – NEASA**

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

**National Union of Metalworkers of South Africa - NUMSA**

and

**Motor Industry Staff Association - MISA**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO

### **CLAUSE 1 - PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2019.

### **CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT**

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
  - (a) in the Motor Industry in the Republic of South Africa;
  - (b) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
  - (a) grades 1 to 6 employees who are members of the Motor Industry Provident Fund until such time as the parties agree that they are transferred to the Auto Workers' Provident Fund.
  - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
  - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund;
  - (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.



### CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context -

- (1) **'Act'** means the Labour Relations Act No 66 of 1995 as amended from time to time;
- (2) **'Apprentice'** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998;
- (3) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (4) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (5) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;
- (6) **'Independent Board'** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non-parties against the refusal of a non-party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;
- (7) **'Fund'** means the Auto Workers' Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities

for employees in the Motor Industry or for the dependants of such employees on the death of such employees;

- (8) **"Grades 1 to 6 employees"** means those employees as defined in the Main Agreement from time to time.
- (9) **'Journeyman'** means an employee who is validly in possession of either a Grade CA or Grade CAE membership card issued to him on or after 1 January 1984 by either the Motor Industry Combined Workers' Union or the National Union of Metalworkers of South Africa, or MISA/SAMU or any one of the organisations that preceded the amalgamation of the Motor Industry Staff Association and the South African Motor Union;
- (10) **'Main Agreement'** means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act;
- (11) **'Motor Industry'** or **'Industry'** means the Motor Industry as defined in the Main Agreement from time to time;
- (12) **'PFA'** means the Pension Funds Act 24 of 1956 as amended from time to time;
- (13) **'Pensionable remuneration'** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of R9 000 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;
- (14) **"Region EC"** means those areas defined as "Area A (EC)" and "Other Areas

- (EC)" in the Main Agreement;
- (15) **"Region KZNL"** means those areas as defined in "Area A (KZNTL)" and "Other Areas (KZNL)" in the Main Agreement;
- (16) **"Region FS & NC"** means those areas defined as "Area A (FS & NC)" and "Other Areas (FS & NC)" in the Main Agreement;
- (17) **"Region Highveld"** means those areas defined as "Area A (Highveld)" and "Other Areas (Highveld)" in the Main Agreement;
- (18) **"Northern Region"** means those areas defined as "Area A (Northern)" and "Other Areas (Northern Region)" in the Main Agreement;
- (19) **"Region WP"** means those areas defined as "Area A (WP)" and "Other Areas (WP)" in the Main Agreement;
- (20) **"Regional Council"** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;
- (21) **"Retirement age"** means 65 years;
- (22) **"Voluntary member"** means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) **"Week"** means a period of seven consecutive days commencing at midnight on a Sunday.

#### **CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND**

- (1) The Auto Workers' Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 837 of 23 June 1995, is hereby continued.

- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

#### **CLAUSE 5 - MEMBERSHIP**

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
  - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;
  - (b) when required to do so by the Council, a Regional Council or the Fund,

furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.

## **CLAUSE 6 - CONTRIBUTIONS**

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
  - (a) Name, initials and national identification number of each employee;
  - (b) amount of contributions remitted in respect of each employee;
  - (c) the date on which service began or service ended, in the case of

employees whose employment began or ended since the details were last submitted.

- (5) Employee and employer contributions (**contributions**) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in subclause 4 of this Agreement to the Secretary of the relevant Regional Council.

**Note:**

- (a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

For Region EC: P.O. Box 7270, Port Elizabeth, 6056

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 2578, Randburg, 2125

For Region WP: P.O.Box 17, Bellville, 7535

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Should any amount due in terms of this clause not be received by the Council by the 30<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest monthly on such amount or on such lesser amount as may remain unpaid, calculated from the due date of payment

at the interest rate prescribed in terms of the provisions of the PFA from time to time. All interest payable in terms of the provisions of this clause shall be for the benefit of the Fund.

- (9) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this agreement or any other agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. This provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to subclause (b) above whether to enforce or the waive compliance with the provisions of this clause by the employer.

#### **CLAUSE 7 - ADMINISTRATION**

The Fund shall be administered in accordance with rules approved by the Financial Services Board; which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the Financial Services Board.

#### **CLAUSE 8 – LIQUIDATION OR DISSOLUTION**

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Fund, to perform the functions of the Council in respect of this Agreement. If the Fund is unwilling or unable to discharge such duties the Financial Services Board shall appoint a trustee or trustees to perform the Council's function. The Fund or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Financial Services Board may appoint the Fund to perform the functions of the Council in respect of this Agreement. If the Fund is unwilling or unable to undertake the performance of such functions, the Financial Services Board may appoint a trustee or trustees to perform the Council's function. The Fund or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint the Fund to perform the functions of the Council in respect of this Agreement. If the Fund is unwilling or unable to undertake the performance of such functions, the Registrar of Labour Relations may appoint a trustee or trustees to perform the Council's function. The Fund or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

#### **CLAUSE 9 - AGENTS**

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

#### **CLAUSE 10 – EXEMPTIONS**

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to



the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.

- (3) The Regional Council or the Council, as the case may be, shall subject to the provisions of the Act and PFA , fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall issue to every person granted exemption, a license signed by him setting out -
  - (a) the name of the person concerned;
  - (b) the provisions of this Agreement from which exemption is granted;
  - (c) the conditions subject to which such exemption is granted; and
  - (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
  - (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
  - (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
  - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for

- (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
- (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
  - (i) the written substantiation and motivation submitted by the applicant;
  - (ii) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (iii) the scope of exemption required;
  - (iv) the infringement of basic conditions of employment rights;
  - (v) the fact that a competitive advantage is not created by the exemption;
  - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
  - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
  - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (ix) cognisance of the recommendations contained in the Report of

the Presidential Commission to Investigate Labour Market Policy;  
and

- (x) any recommendation from the Council.
- (f) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
  - (a) number consecutively all licenses issued;
  - (b) retain a copy of each licenses issued; and
  - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

#### **CLAUSE 11 - DISHONoured CHEQUES**

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

**CLAUSE 12 - INDEPENDENT BOARD**

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.

- 
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
- (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
- (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
- (i) the period for which the exemption is required;
- (ii) the Agreement and clauses or sub clauses of the Agreement from which exemption is required;
- (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each

appeal, grant or refuse the exemption if -

- (a) it does not undermine the agreement;
  - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted:
- (5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the scope of the exemption required;
  - (d) the infringement of basic conditions of employment rights;
  - (e) the fact that a competitive advantage is not created by the appeal ;
  - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;

- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

### CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.

- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 11<sup>th</sup> DAY OF APRIL 2017.

  
..... J. ESTERHUIZEN  
PRESIDENT OF THE COUNCIL

  
..... V. POTTERTON  
VICE- PRESIDENT OF THE COUNCIL

  
..... B.C. MKHWANAZI  
GENERAL SECRETARY



**ANNEXURE A TO THE AUTO WORKERS' PROVIDENT FUND**  
**AGREEMENT**  
**APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No.....

Identity No.....

Surname.....

First names.....

Date of birth.....(year).....(month).....(day).....

Sex (state male or female).....

Employed by (employer's name and address).....

.....

....

Occupation

.....

Applicant's private address.....

.....

....

Where you employed in the Motor Industry previously?.....

If the answer is "Yes", state name and address of employer

.....

....

I, the undersigned, hereby apply to be registered as a member of the Auto Workers' Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.

I nominate as my beneficiary in the event of my death:

First names (Mr/Mrs/Miss).....

Surname.....

....

Relationship (state: wife, husband, father, mother, son, daughter, as the case may

be).....

.....

Address.....

.....

Identity                      No.                      of                      beneficiary                      (where  
applicable).....

Date.....

*(Member's signature)*

**ANNEXURE B TO THE AUTO WORKERS PROVIDENT FUND AGREEMENT****APPLICATION FOR ADMISSION AS A VOLUNTARY MEMBER**

Surname .....

First Name .....

Date of Birth ..... Year ..... Month ..... Day .....

Union no. ....

Identity No. ....

Sex (state male or female) .....

Employed by (employers name and address) .....

.....

.....

Occupation .....

If an employer, state full name of business .....

.....

.....

Status of employer (e.g. owner, director, partner, member) .....

.....

I, the undersigned, member of .....

Hereby apply to be registered as a member of the Auto Workers' Provident Pension Fund and agree to abide by the provisions of the Fund Rules in force from time to time.

Where you employed in the Motor Industry previously? .....

If answer is "Yes", state name and address of employer and your Fund No.

.....

.....

(Date)

(Member's signature)

.....

## DEPARTMENT OF LABOUR

NO. R. 891

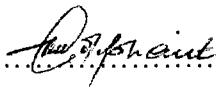
25 AUGUST 2017

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF GOVERNMENT NOTICES

**MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: MOTOR  
INDUSTRY PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R.785 of 1 July 2016 with effect from the second Monday after the date of publication of this notice.



**M N OLIPHANT, MP  
MINISTER OF LABOUR**

08/08/2017

## UMNYANGO WEZABASEBENZI

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

## UKUHOXISWA KWESAZISO SIKAHULUMENI

## MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO:

## ISIVUMELWANO SE MOTOR INDUSTRY PROVIDENT FUND

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esinguNombolo R.785 womhlaka 1 kuNtulikazi 2016 kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.

.....

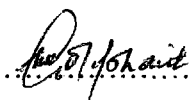
**M N OLIPHANT, MP**

**UNGQONGQOSHE WEZABASEBENZI**

08/08/2017

**DEPARTMENT OF LABOUR****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE MOTOR INDUSTRY-MIBCO: EXTENSION TO  
NON-PARTIES OF THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT**

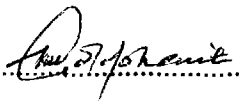
I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with sections 32(5) and 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council**, and 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 of this notice and for the period ending 31 August 2019.

  
.....  
**M N OLIPHANT, MP**  
**MINISTER OF LABOUR**  
08/08/2017

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

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI  
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI  
NABASEBENZI SE MOTOR INDUSTRY PROVIDENT FUND SELULELWA KULABO  
ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kukushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlala 31 kuNcwaba 2019.

.....  
  
**M N OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**

08/08/2017

## **SCHEDULE**

### **MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO**

#### **MOTOR INDUSTRY PROVIDENT FUND COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

**Retail Motor Industry Organisation – RMI**

and the

**Fuel Retailers Association of Southern Africa**

and the

**National Employers Association of South Africa - NEASA**

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

**Motor Industry Staff Association – MISA**

and the

**National Union of Metalworkers of South Africa - NUMSA**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.

### **CLAUSE 1 - PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2019.

### **CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT**

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
  - (a) in the Motor Industry in the Republic of South Africa;
  - (b) employees in Division B, grades 7 and 8 and apprentices in the Motor Industry and their employers.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
  - (a) employees in Division B, grades 7 and 8 and apprentices who are members of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry Provident Fund.
  - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
  - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which



was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund;

- (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.

### CLAUSE 3 : DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context -

- (1) **'Act'** means the Labour Relations Act, 1995 (Act 66 of 1995);
- (2) **"Apprentices"** means those employees as defined in the Main Agreement from time to time;
- (3) **'Council'** means the Motor Industry Bargaining Council - MIBCO registered in terms of section 29 of the Act;
- (4) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (5) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;

- (6) **“Exemption Board”** means the Board established by the Council in terms of section 31 of the Act, to consider appeals from non-parties against the refusal of a non-party’s application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;
- (7) **‘Fund’** means the Motor Industry Provident Fund established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;
- (8) **“Grade 7 employees”** mean those employees as defined in the Main Agreement from time to time;
- (9) **“Grade 8 employees”** mean those employees as defined in the Main Agreement from time to time;
- (10) **‘Main Agreement’** means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry as published in terms of sections 31 and 32 of the Act;
- (11) **‘Motor Industry’** or **‘Industry’** means the Motor Industry as defined in the Main Agreement from time to time;
- (12) **‘ PFA’** means the Pension Funds Act 24 of 1956 as amended from time to time;
- (13) **“Pensionable remuneration”** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or

month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount which he would have received if he had not been employed on such basis, but will include commission received on the sale of goods; provided, however, that all commission received in excess of R9 000 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;

- (14) **“Region EC”** means those areas defined as “Area A (EC)” and “Other Areas (EC)” in the Main Agreement;
- (15) **“Region KZNL”** means those areas defined as “Area A (KZNL)” and “Other Areas (KZNL)” in the Main Agreement;
- (16) **“Region FS & NC”** means those areas defined as “Area A (FS & NC)” and “Other Areas (FS & NC)” in the Main Agreement;
- (17) **“Region Highveld”** means those areas defined as “Area A (Highveld)” and “Other Areas (Highveld)” in the Main Agreement;
- (18) **‘ Northern Region’** means those areas defined as “Area A (Northern)” and “Other Areas (Northern Region)” in the Main Agreement;
- (19) **“Region WP”** means those areas defined as “Area A (WP)” and “Other Areas (WP)” in the Main Agreement;
- (20) **“Regional Council”** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;

- (21) **“Retirement age”** means 65 years;
- (22) **“Voluntary member”** means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) **“Week”** means a period of seven consecutive days commencing at midnight on a Sunday.

#### **CLAUSE 4 : ESTABLISHMENT AND OBJECTS OF THE FUND**

- (1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the “Fund”).
- (2) The Fund shall consists of:
  - (a) Contributions paid to it in terms of this agreement;
  - (b) Interest, dividends, rental income and capital gains derived from the investment of its moneys;
  - (c) Money or any other assets transferred to it from any other pension or provident fund; and
  - (d) Any moneys or other assets lawfully acquired from any other source whatsoever.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

## CLAUSE 5 : MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for all employees, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, in Division B, grades 7 and 8 and apprentices in the Motor Industry who have not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and employers, Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, who are registered with the RMI, NEASA or the Fuel Retailers Association of Southern Africa may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of this Agreement shall **mutatis mutandis** apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause shall -
  - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;

- (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.
- (4) Every person who is admitted to voluntary membership in terms of sub clause (2) of this clause shall complete the form specified in Annexure B to this agreement and lodge such completed form with the Secretary of the Regional Council concerned.

#### **CLAUSE 6 – CONTRIBUTIONS**

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the pensionable remuneration of each member.

- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
- (a) Name, initials, trade union membership number (if any) and national identification number of each employee;
  - (b) amount of contributions remitted in respect of each employee;
  - (c) the date on which service began or service ended in the case of employees whose employment began or ended since the details were last submitted.
- (5) Employee and employer contributions (**contributions**) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in subclause 4 of this Agreement to the Secretary of the relevant Regional Council.

**Note:**

- (a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

For Region EC: P.O. Box 7270, Port Elizabeth, 6055

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 2578, Randburg, 2125

For Region WP: P.O.Box 17, Bellville, 7535

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Should any amount due in terms of this clause not be received by the Council by the 30<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in terms of the PFA from time to time. All interest payable in terms of the provisions of this clause shall be collected for the benefit of the Fund.
- (9) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this agreement or any other agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. This provisions of this clause are subject to the



respective employee electing in writing within 30 days of the discovery referred to in this subclause whether to enforce or the waive compliance with the provisions of this clause by the employer.

#### **CLAUSE 7 – ADMINISTRATION**

The Fund shall be administered in accordance with rules approved by the Council, which rules shall not be inconsistent with the provisions of this Agreement, the Act or the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the Financial Services Board.

#### **CLAUSE 8 – LIQUIDATION OR DISSOLUTION**

In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties or the Financial Services Board may appoint the Fund, to perform the functions of the Council in respect of this Agreement. If the Fund is unwilling or unable to discharge such duties the Financial Services Board shall appoint a trustee or trustees to perform the Council's function. The Fund or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

#### **CLAUSE 9 - AGENTS**

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as

may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

#### **CLAUSE 10 - EXEMPTIONS**

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.
- (3) The Regional Council or the Council, as the case may be, shall subject to the provisions of the Act and the PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall issue to every person granted exemption, a license signed by him setting out -
  - (a) the name of the person concerned;
  - (b) the provisions of this Agreement from which exemption is granted;
  - (c) the conditions subject to which such exemption is granted; and

- (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
  - (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
  - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
  - (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
  - (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
    - (i) the written substantiation and motivation submitted by the applicant;

- (ii) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (iii) the scope of exemption required;
  - (iv) the infringement of basic conditions of employment rights;
  - (v) the fact that a competitive advantage is not created by the exemption;
  - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
  - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
  - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
  - (x) any recommendation from the Council.
- (f) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.

- (6) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;
  - (b) retain a copy of each licenses issued; and
  - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

#### **CLAUSE 11- DISHONoured CHEQUES**

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 to 2 per cent per month as determined by the Council in its sole discretion, of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

#### **CLAUSE 12 – INDEPENDENT BOARD**

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from

the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:

- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
  - (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.

- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
  - (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
  - (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
    - (i) the period for which the exemption is required;
    - (ii) the Agreement and clauses or sub clauses of the Agreement from which exemption is required;
    - (iii) proof that the appeal applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the exemption if -
  - (a) it does not undermine the agreement;
  - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted:
- (5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
  - (a) the written substantiation and motivation submitted by the applicant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the scope of the exemption required;



- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the appeal ;
- (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal ;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

#### CLAUSE 13- RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).

- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration costs in terms of section 138 (10) of the said Act.
- (4) The Council may, notwithstanding any other provision in this Agreement or any other Agreement, collect any levy or contribution payable in terms of this or any other Agreement, by way of civil proceedings in any civil court.
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act, as contained in the Council's Constitution.

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 11<sup>th</sup> DAY OF APRIL 2017.

  
..... J. ESTERHUIZEN  
PRESIDENT OF THE COUNCIL

  
..... V. POTTERTON  
VICE PRESIDENT OF THE COUNCIL

  
..... B.C. MKHWANAZI  
GENERAL SECRETARY

## **ANNEXURE A TO THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT**

### **APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No.....

Identity No.....

Surname.....

First names.....

Date of birth.....(year).....(month).....(day).....

Sex (state male or female).....

Employed by (employer's name and address).....

.....

Applicant's private address.....

.....

Were you employed in the Motor Industry previously?...

If the answer is "Yes", state name and address of employer

.....

hereby apply to be registered as a member of the Motor Industry Provident Fund  
and agree to abide by the provisions of the Fund's rules in force from time to  
time.

I nominate as my beneficiary in the event of my death:

First names

(Mr/Mrs/Miss).....

Surname.....

Relationship (state: wife, husband, father, mother, son, daughter, as the case may be).....

Address.....

Identity No. of beneficiary (where applicable).....

Date.....

*(Member's signature)*

## DEPARTMENT OF LABOUR

NO. R. 892

25 AUGUST 2017

## LABOUR RELATIONS ACT, 1995

## INVITATION TO MAKE REPRESENTATIONS

## NOTICE IN TERMS OF SECTION 32(2) READ WITH SECTION 32(5)(c) OF THE LABOUR RELATIONS ACT, 1995: THE MAIN COLLECTIVE AGREEMENT OF THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL

- 1 I, Mildred Nelisiwe Oliphant, Minister of Labour, do hereby in terms of section 32(2) read with section 32(5)(c) of the Labour Relations Act, 1995, publish a notice in accordance with the provisions of subsection 32(5)(c) inviting representations from the public in response to the South African Road Passenger Bargaining Council's application for extension to non parties regarding its Main Collective Agreement which was submitted to the Department of Labour on 14 July 2017.
- 2 Representations must reach the Department of Labour not later than 21 days from the date of publication of this Notice.
- 3 A copy of this Application may be inspected or obtained c/o the Department of Labour, Laboria House, 215 Francis Baard Street, PRETORIA
- 4 Representations should be submitted to the following addresses:

**By Post or Fax:**

Department of Labour  
Directorate: Collective Bargaining  
Attention: Ms MM Ngwetjana  
Postal Address: Private Bag X117  
PRETORIA, 0001  
Fax: 012 309 4156/4848

**Hand Deliveries:**

Department of Labour  
Laboria House  
Room 122/124  
215 Francis Baard Street  
PRETORIA

**By e-mail:**

[mary.ngwetjana@labour.gov.za](mailto:mary.ngwetjana@labour.gov.za)  
[alfred.katane@labour.gov.za](mailto:alfred.katane@labour.gov.za)

  
.....  
MN OLIPHANT, MP  
MINISTER OF LABOUR  
09/08/2017

**UMNYANGO WEZABASEBENZI****UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI , 1995****ISIMEMO SOKULETHWA KWEZIKHALO**

**ISAZISO NGOKWESIGABA 32(2) SIFUNDWA NESIGABA 32(5)(c) SOMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA 1995: ISIVUMELWANO ESIYINGQIKITHI SOMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI KWI SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL**

- 1 Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, lapha ngokwesigaba-32(2) sifundwa nesigaba 32(5)(c) soMthetho Wezobudlelwano Kwezabasebenzi, ka 1995, ngikhipha isaziso ngokwezihlinzeko zesigatshana 32(5)(c) sokumema izikhalo zomphakathi mayelana nesicelo soMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi kwi South African Road Passenger Council sokwelulwa Kwesivumelwano Sabaqashi Nabasebenzi esiyingqikithi selulelwa kulabo abangeyona ingxenye yaso esalethwa eMnyangweni Wezabasebenzi mhlaka 14 kuNtulikazi 2017.
- 2 Izikhalo kumele zifike eMnyangweni Wezabasebenzi zingakapheli izinsuku ezingu 21 kusukela osukwini lokukhiswa kwalesiSaziso.
- 3 Ikhophi yalesisicelo ingahlolwa noma itholakale ku c/o Department of Labour, Laboria House, 215 Francis Baard Street, PRETORIA
- 4 Izikhalo Kanye/noma imibuzo mayelana namakhopi alesisicelo kumele zilethwe kulelikheli elilandelayo:

**Ngeposi noma ngefeksi:**

Umnyango Wezabasebenzi

Umqondisi: Wezokuxoxisana kwabaqashi nabasebenzi

Iqondiswe ku: Mary Ngwetjana

Postal address: Private Bag X117

PRETORIA, 0001

Fax 012 309 4156/4848

[mary.ngwetjana@labour.gov.za](mailto:mary.ngwetjana@labour.gov.za)[alfred.katane@labour.gov.za](mailto:alfred.katane@labour.gov.za)**Okulethwa ngezandla:**

Ihhovisi 122/124

Laboria House

215 Francis Baard Street

PRETORIA

**MN OLIPHANT, MP****UNGQONGQOSHE WEZABASEBENZI***08/08/2017*

**DEPARTMENT OF MINERAL RESOURCES****NO. R. 893****25 AUGUST 2017****MINE HEALTH AND SAFETY ACT, 1996 (ACT NO 29 OF 1996)****REGULATIONS RELATING TO FORMS**

I, **MR. MOSEBENZI JOSEPH ZWANE**, Minister of Mineral Resources, under section 98 (1)(x) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) and after consultation with the Mine Health and Safety Council, hereby amends Chapter 21 of the Regulations in terms of the Mine Health and Safety Act, as set out in the Schedule.



**MR. M. J. ZWANE, MP**

**MINISTER OF MINERAL RESOURCES**



**SCHEDULE**

**REGULATIONS AMENDMENTS**

**CHAPTER 21**

**FORMS**

**Amendment of Chapter 21 of the regulations**

Chapter 21 of the regulations is hereby amended by the addition of the following forms for Lifts (DMR 289) and Chairlifts (DMR 299)

**mineral resources**

Department:  
Mineral Resources  
REPUBLIC OF SOUTH AFRICA

**Lift Particulars**

In terms of regulation 8.11.1 Chapter 8 of the Mine Health and Safety Act, (Act 29 of 1996)

O.E.M:

Ref No:

The Principal Inspector of Mines

Region:

Date:

Please be advised that we wish to inform you of particulars of a lift as set out below:

Name of mine:

Address of mine:

The lift will be:

- a) Installed;
- b) Modified; or
- c) recommissioned.

(specify a, b or c)

Nature of loads to be transported:

Location of lift (including hatchway and landings):

**DESCRIPTION OF LIFT INSTALLATION:**

Type of Lift:

Manufacturer's Name:

Manufacturer's address:

Year of Manufacture:

Factory Number:

Location of installation:

Which SANS standard as contemplated in regulation 8.11.5 applies to the lift:

SANS            Title

Describe any permissible variances of the lift design from the SANS Standard mentioned above

**LIFT TYPE:** (Electric, Hydraulic, Goods Only, other)

**POSITION OF DRIVE MACHINERY:**

Overhead:

Distance travelled by Car:            meters

Distance travelled by counterweight:            meters

Number of car entrances:

Vertical hatchway length:            metres

Number of intermediate levels:

Speed:            metres per second

Loads:

Persons: (number x 75kg)            Material (kg):            Mineral: (kg)

**DRIVE SYSTEM:**

Drive motor:            (kW)            Volts(AC/DC)            (r.p.m)

Estimated maximum absorbed power:            (kW)

Drive sheave mean diameter:            metres

Gear reducer type and ratio(if used):

Type of Governor:

**BRAKES:**

Description of service brake system

Description of back-up brake system

**HATCHWAY:**

Drawing number

Air - upcast or downcast

Velocity

Wet or dry

If wet, is water acidic, neutral or alkaline?

**COUNTERWEIGHT:**

Counterweight mass (kg/MPa)

Diameter/specification of counter weight rope

Estimated breaking strength of Counterweight rope (Newtons)

Counterweight movement allowed (metres)

**HEAD ROPES:**

Number of Ropes:

Diameter/specification:

Finish

Maximum calculated dynamic rope tension (Newtons)

Calculated minimum dynamic rope safety factor

**TAIL ROPES/CHAINS:**

Number of Ropes/chains

Breaking Force

Estimated breaking strength

**OTHER DETAIL**

(Attach certified copies of OEM's lift calculations, specifications and general arrangement drawing of the lift installation.)

Name of Inspection Authority that conducts the Commissioning Inspection:

I certify that the particulars and specifications given herein are correct.

Signature of employer .....

**mineral resources**

Department:  
Mineral Resources  
REPUBLIC OF SOUTH AFRICA

The Chairlift Particulars

In terms of regulation 8.12.2 Chapter 8 of the Mine Health and Safety Act, (Act 29 of 1996)

O.E.M.

Ref No:

The Principal Inspector of Mines

Region:

Date:

Please be advised that we wish to inform you of particulars of a chairlift as set out below:

Name of mine:

Address of mine:

The chairlift will be:

- a) installed,
  - b) modified, or
  - c) recommissioned
- (specify a, b or c)

Nature of loads to be transported:

Location of chairlift (including shaft and levels):

**EXCAVATION:**

Drawing number:

Air - upcast or downcast:

Velocity:

Indicate 'Wet or Dry'

If wet, is water acid, neutral or alkaline?

**ILLUMINATION:**

Are the stations and the traveling ways adequately illuminated?

**COMMUNICATION ARRANGEMENTS:**

Type:

**DESCRIPTION OF CHAIRLIFT INSTALLATION:**

Does the chairlift design comply in all respects with SANS 273:2006 Edition 1 – "Standard for the design, construction, maintenance and safe operation of chairlifts in mines"?

If not, describe variances

Chairlift Type: (Fixed Grip, Detachable Grip, Other)

Centre To Centre Length (Metres)

Vertical Lift (Metres)

Maximum Angle To Horizontal (Degrees)

Number Of Intermediate Stations

Chairlift Capacity (Persons Per Hour)

Rope Speed (Metres Per Second)

Minimum Time Interval Between Carriers (Seconds)

Minimum Equidistant Carrier Spacing (Metres)

Carrier Design – Personnel

Carrier Design – Specified (Loads)

Drive System:

Drive Motor (kW) Volts (AC/DC) (r p m)

Estimated maximum absorbed power (kW)

Drive sheave mean diameter (Metres)

Gear reducer type and ratio

#### **BRAKES:**

Service brake system (description of)

Back-up brake system (description of)

#### **ROPE TENSIONING SYSTEM:**

Return sheave mean diameter (Metres)

Method of applying tension

Counterweight mass or Hydraulic pressure (kg/MPa)

Initial tension applied to the rope or sheave axle (Newtons)

Diameter/specification of tension rope

Estimated breaking strength of tension rope (Newtons)

Counterweight/hydraulic cylinder movement allowed (metres)

Tension carriage movement allowed (metres)

#### **HAULING ROPE:**

Diameter/specification

Finish

Manufacturer's lubrication

Estimated breaking strength

Ratio of minimum sheave diameter (drive, return or idler), to rope diameter

Ratio of minimum sheave diameter (drive, return or idler), to rope outer wire diameter

Maximum calculated dynamic rope tension (Newtons)

Calculated minimum dynamic rope safety factor

(Attach certified copies of OEM's chairlift calculations, specifications and general arrangement drawing of the chairlift installation.)

I certify that the particulars and specifications given herein are correct.

Signature of employer .....



## DEPARTMENT OF MINERAL RESOURCES

NO. R. 894

25 AUGUST 2017

## SCHEDULE

## REGULATIONS AMENDMENTS

## CHAPTER 8

## MACHINERY AND EQUIPMENT

**Amendment of Chapter 8 of the regulations**

Chapter 8 of the regulations is hereby amended by the addition of the following regulations:

**8.11 Lifts****Definitions**

For purposes of regulation 8.11, unless the context otherwise indicates-

**Definitions**

**Lift** means any installation used or intended to be used for the conveyance of persons, **material**, explosives or minerals by means of a car fitted with safety catches running on fixed solid guides and serving defined levels, where the control system of the driving machine is not normally operated manually from the motor or engine room;

**material** means whatever may be conveyed by means of a winding plant, lift or self-propelled mobile machine, excluding persons, minerals and explosives;

**explosive means-**

- a) a substance, or mixture of substances, in a solid or liquid state, which is capable of producing an explosion;
- b) a pyrotechnic substance in a solid or liquid state, or a mixture of such substances, designed to produce an effect by heat, light, sound, gas or smoke, or a combination of these, as the result of non detonative self-sustaining exothermic chemical reaction, including pyrotechnic substances which do not evolve gases;
- c) any article or device containing one or more substances contemplated in paragraph (a); or
- d) any other substance or article which the relevant Minister may from time to time by notice in the Gazette declare to be an explosive in terms of the Explosive Act, Act No 15 of 2003;

**recoverable recordable system** means any recordable system that will retain the data captured therein indefinitely and which -

- a) captures the time and date of every entry, name and signature of every person making an entry;
- b) allows for the retrieving of all data captured;
- c) incorporates measures to prevent unauthorised changes to any captured data;
- d) is auditable; and
- e) in the case of an electronic system, is backed up at least weekly.

**Supervision by a competent person**

- 8.11.1 The *employer* must take reasonable measures to ensure that **lifts** are installed, modified, operated and maintained under the supervision of a **competent person**.

**Lift particulars to be sent to the Principal Inspector**

8.11.2 The *employer* must take reasonable measures to ensure that the *Principal Inspector of Mines* is notified:

- (a) on form DMR 298 **lift** particulars prescribed in Chapter 21, of the required particulars of the **lift** prior to the commencement of:
  - (i) its installation;
  - (ii) major modifications to the **lift** as defined in the relevant standard referred to in regulation 8.11.5; or
  - (iii) its decommissioning, either after having been extended, relocated or not being used for a continuous period of six (6) months.
- (b) In writing within 30 days if any **lift** has been decommissioned or has not been used for more than six (6) consecutive months.

**Lift particulars to be available**

8.11.3 The *employer* must take reasonable measures to ensure that a copy of any notification contemplated in regulation 8.11.2 is kept readily available at the *mine*.

**Permit issued prior to the enactment of these regulations to be kept**

8.11.4 Any *employer*, using a **lift** for which a permit was issued by the *Principal Inspector of Mines* prior to enactment of these regulations, must take reasonable measures to ensure that such permit is kept readily available at the *mine*.

**Construction, installation and commissioning of lifts**

8.11.5 The *employer* must take reasonable measures to ensure that every lift is constructed, installed and commissioned in accordance with the following South African Bureau of Standards Specifications, where applicable:

- (a) SANS 1545 - 1:2014 Safety rules for the construction and installation of lifts. Part 1 - Electric Lifts;
- (b) SANS 1545 - 2:2009 Safety rules for the construction and installation of lifts. Part 2 - Hydraulic lifts;
- (c) SANS 1545 - 5:2007 Safety rules for the construction and installation of lifts. Part 5 - Access goods only lifts;
- (d) SANS 1545 - 6:2014 Safety rules for the construction and installation of lifts. Part 6 - Rack and Pinion lifts;
- (e) SANS 4344:2004 Steel wire ropes for lifts-Minimum requirements;
- (f) SANS 10360:2006 The maintenance and repair of electric and hydraulic powered lifts, escalators and passenger conveyors;
- (g) SANS 50081-1:2004/EN 91-1:2004  
Safety rules for the construction and installation of lifts Part 1: Electric lifts;
- (h) SANS 50081-2:1998/EN 81-2:2000  
Safety rules for the construction and installation of lifts Part 2: Hydraulic lifts;
- (i) SANS 50081-3:2005/EN 81-3:2000  
Safety rules for the construction and installation of lifts Part 3: Electric and hydraulic service lifts; and
- (j) SANS/ISO/TS 14798 2009  
Lift (elevators), escalators and passenger conveyors- Risk analysis methodology.

8.11.6 The normative references in the SANS standards listed in 8.11.5 are not applicable to the *employer*.

### Examination and testing of lifts

- 8.11.7 The *employer* must take reasonable measures to ensure that a written procedure is prepared by a **competent person** and implemented for the examination, testing, repair and maintenance of every **lift**. Such procedure must take into account:
- (a) any original equipment manufacture's recommendations;
  - (b) the relevant SANS standard; and
  - (c) the site specific *risks* identified in terms of the mine's *risk* assessment.
- 8.11.8 The procedure contemplated in regulation 8.11.7 must provide for at least the following:
- (a) that a **competent person** examines and tests the entire **lift** installation at least once a month;
  - (b) that a **competent person** examines at least once a calendar week the **lift** installation, well, guides, ropes and rope attachments, the driving machinery, the drums, sheaves, all safety devices and appliances to identify any deterioration of the components;
  - (c) that records are kept readily available at the *mine* of the examinations carried out and of the **competent persons** who did the examinations; and
  - (d) that a **recoverable recordable system** is established and maintained at the *mine* in which is captured details of all maintenance, repairs, testing, inspections and examinations of the **lift** installation and of the findings, which must be captured by the **competent person** who undertook the maintenance, repairs, inspections or examinations within 24 hours from completion of such maintenance, repairs, inspections or examinations.
- 8.11.9 The *employer* must take reasonable measures to ensure:
- (a) if as a result of examination, any weakness or defect is found which may pose a *risk* to the health or safety of any person, that the **lift** is not used until the defect has been rectified; and
  - (b) when a landing door or other gate is required to be open while a **lift** is being examined, serviced, or repaired or while any other work is being done in the hatchway, that an effective barrier is provided and used to prevent inadvertent access to the hatchway.

**Operating procedure**

- 8.11.10 The employer must take reasonably practical measures to ensure that the simultaneous transportation of persons, equipment or **material** in a conveyance is carried out in accordance with an operating procedure prepared and implemented for that purpose.

**Emergency preparedness**

- 8.11.11 The *employer* must take reasonable measures to ensure that an emergency preparedness procedure is drawn up, after consultation with the lift manufacturer, for the rescue of persons trapped in a car in a lift well.

**Flooding of lift well**

- 8.11.12 The *employer* must take reasonable measures to ensure, where there is a *risk* of a lift well or shaft being flooded to a level that may pose a significant *risk* to persons travelling in the car, that measures are in place to prevent the car from entering any flooded area of the lift well or shaft.
- 8.11.13 The *employer* must take reasonable measures to ensure that any examination contemplated in regulation 8.11.8 is conducted in the presence of an *Inspector* if so requested in advance by the *Principal Inspector of Mines*.

## 8.12 Chairlifts

### Definitions

For purposes of regulation 8.12, unless the context otherwise indicates-

**chairlift** means any appliance or combination of appliances, excluding endless rope haulages and monoropes, used or intended to be used for the conveyance of any load, including persons, by means of:

- (i) chairs or other means of conveyances suspended from an endless hauling rope; or
- (ii) chairs or conveyances moved with a hauling rope or chain and running on a rope or in or on a rail circuit.

### Supervision by a competent person

- 8.12.1 The *employer* must take reasonable measures to ensure that the installation, modification, operation and maintenance of every **chairlift** is under the supervision of a **competent person**.

**CONTINUES ON PAGE 130 - PART 2**





REGULASI  
GAZETTE

REGULASIE  
KOERANT



Regulation Gazette

No. 10751

Regulasiekoerant

Vol. 626

25 August  
Augustus 2017

No. 41065

**PART 2 OF 2**

**Chairlift Particulars to be sent to the Principal Inspector**

8.12.2 The *employer* must take reasonable measures to ensure that the *Principal Inspector of Mines* is notified:

8.12.2.1 on Form DMR 299 Chairlift particulars prescribed in Chapter 21, of the required particulars of every **chairlift** prior to commencement of:

- a) its installation;
- b) major modifications (as defined in SANS 273:2007 Edition 1 "The design, construction, maintenance and safe operation of chairlifts in mines") to it; or
- c) its recommissioning, either after having been extended, relocated or not being used for a continuous period of six (6) months.

8.12.2.2 in writing within 30 days if any **chairlift** has been decommissioned or has not been used for more than six (6) consecutive months.

**Chairlift Particulars available**

8.12.3 The *employer* must take reasonable measures to ensure that a copy of the notification as contemplated in regulation 8.12.2.1 is kept readily available at the mine and is also displayed where it can be seen by users of the **chairlift**.

**Permit issued prior to enactment of these regulations to be kept and displayed**

8.12.4 Any *employer*, using a **chairlift** for which a permit was issued by the *Principal Inspector of Mines* prior to enactment of these regulations, must take reasonable measures to ensure that such permit is kept readily available at the mine and that a copy of it is displayed where it can be seen by users of the **chairlift**.

### Construction, installation and testing of chairlifts

8.12.5 The *employer* must take reasonable measures to ensure that every **chairlift** is constructed, installed, maintained and tested in accordance with SANS 273:2007 Edition 1 "The design, construction, maintenance and safe operation of chairlifts in mines".

8.12.6 Any *employer* intending to install a **chairlift** of a design not covered by the scope of SANS 273:2007 Edition 1 may only do so with permission of the **Chief Inspector of Mines** and subject to such conditions as may be specified.

8.12.7 The normative references in the SANS standards in 8.12.6 are not applicable to the *employer*.

### Examination and testing of chairlifts

8.12.8 The *employer* must take reasonable measures to ensure that a written procedure is prepared by a **competent person** and implemented for the examination, testing and maintenance of every **chairlift**. Such procedure must take into account:

- a) any original equipment manufacture's recommendations;
- b) SANS 273:2007 Edition 1 "Standard for the design, construction, maintenance and safe operation of chairlifts in mines"; and
- c) the site specific risks identified in terms of the mine's risk assessment.

8.12.9 The procedure contemplated in regulation 8.12.8 must provide for at least the following:

- a) that a **competent person** examines and tests the entire **chairlift** installation at least once a month;
- b) that the **chairlift** installation is functionally tested and examined at least once a week by a **competent person(s)**;
- c) that if as a result of examination or test any weakness or defect is found which presents a significant risk to any person, the **chairlift** is not used until the defect has been rectified; and
- d) that a lock-out procedure is in place to remove the tension on the hauling rope before any repair or replacement on the drive system is undertaken.

#### **Chairlift operation**

8.12.10 The *employer* must take reasonable measures to ensure that only a competent person(s) operates any **chairlift** and does so in accordance with a written procedure prepared and implemented for this purpose. Such procedure must cover at least the following:

- a) loading and unloading of persons and other loads;
- b) stopping and starting;
- c) investigation and reporting of malfunctioning and corrective measures to be taken;
- d) initial examination before commissioning; and
- e) emergency procedures for persons to disembark in case of a trip out.

#### **Chairlift installation where other traffic exists**

8.12.11 The *employer* must take reasonable measures to ensure that, where a **chairlift** operates in the same excavation or close proximity to other traffic or moving equipment, a procedure is prepared and implemented to prevent persons from being injured by such traffic or moving equipment.

## DEPARTMENT OF MINERAL RESOURCES

NO. R. 895

25 AUGUST 2017

## MINE HEALTH AND SAFETY ACT, 1996 (ACT No 29 OF 1996)

## NOTICE TO REPEAL THE ELECTRICAL REGULATIONS.

I, Mr. MOSEBENZI JOSEPH ZWANE, Minister of Mineral Resources, under Schedule 4(4) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) and after consultation with the Mine Health and Safety Council, hereby repeal Chapter 21 of the regulations made in terms of the Minerals Act, 1991 (Act 50 of 1991), as set out in the Schedule,



Mr M. J. ZWANE MP

MINISTER OF MINERAL RESOURCES

SCHEDULE

CHAPTER 21

ELECTRICITY

**Repeal of regulations**

1. Subject to clause 2 below, the whole of the regulations in chapter 21 are repealed.
2. The repeal of the regulations mentioned in 1 above shall take effect on the date on which the new electricity regulations are published in the government gazette.

**DEPARTMENT OF MINERAL RESOURCES****NO. R. 896****25 AUGUST 2017****MINE HEALTH AND SAFETY ACT, 1996 (ACT NO 29 OF 1996)****REGULATIONS RELATING TO LIFTS AND CHAIRLIFTS**

MR. MOSEBENZI JOSEPH ZWANE, Minister of Mineral Resources, under section 98 (1) (h) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) and after consultation with the Mine Health and Safety Council, hereby amends Chapter 8 of the Regulations in terms of the Mine Health and Safety Act, as set out in the Schedule.



MR. M. J. ZWANE, MP

MINISTER OF MINERAL RESOURCES

**DEPARTMENT OF MINERAL RESOURCES****NO. R. 897****25 AUGUST 2017****SCHEDULE****MINERALS ACT****CHAPTER 1****DEFINITIONS****DEFINITIONS TO BE REPEALED**

## Definitions:

light metal, armouring, circuit, collectively screened, conductor, covered with insulating material, dead, earthed, electrical apparatus, explosion protected apparatus, extra high pressure, flameproof apparatus, flexible cable, high pressure, increased safety apparatus, individually screened, intrinsically safe apparatus, live, low pressure, medium pressure, metallic covering, movable electric apparatus, portable electric apparatus, pressure, system, trailing cable.



## DEPARTMENT OF MINERAL RESOURCES

NO. R. 898

25 AUGUST 2017

## MINE HEALTH AND SAFETY ACT, 1996 (ACT No 29 OF 1996)

NOTICE TO REPEAL REGULATIONS RELATING TO ELECTRICAL  
DEFINITIONS

I, Mr. MOSEBENZI JOSEPH ZWANE, Minister of Mineral Resources, under schedule 4(4) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) and after consultation with the Mine Health and Safety Council, hereby repeals the definitions in Chapter 1 of the Minerals Act 1991 (Act no. 50 of 1991) as set out in the Schedule.



Mr M. J. ZWANE MP

MINISTER OF MINERAL RESOURCES

NO. R. 899

25 AUGUST 2017

## SOUTH AFRICAN REVENUE SERVICE

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1579)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**MKN GIGABA**  
**MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
9801.00.40	1	- For motor vehicles for the transport of goods of heading 87.04, of a vehicle mass not exceeding 2 000 kg or of a G.V.M. not exceeding 3 500 kg per chassis fitted with a cab (excluding shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks; excluding tyres)	kg	20%	20%	20%	20%	20%

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1579)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**MKN GIGABA**  
MINISTER VAN FINANSIES

**BYLAE**

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
9801.00.40	1	- Vir motorvoertuie vir die vervoer van goedere van pos 87.04 met 'n voertuigmassa van hoogstens 2 000 kg of met 'n B.V.M. van hoogstens 3 500 kg per onderstel toegerus met 'n kajuit (uitgesonderd rolbodemwaens en laekonstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvrugmotors; uitgesonderd bande)	kg	20%	20%	20%	20%	20%

NO. R. 899

**SUID-AFRIKAANSE INKOMSTEDIENS**

**25 AUGUSTUS 2017**

STAATSKOERANT, 25 AUGUSTUS 2017

No. 41065 139

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 900

25 AUGUST 2017

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 3 (NO. 3/1/723)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**MKN GIGABA**  
MINISTER OF FINANCE

**SCHEDULE**

By the deletion of rebate item 317.03/98.01/07.04 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.03	98.01	07.04	40	Original equipment components for the manufacture of chassis fitted with engines of heading 87.06 for dumpers designed for off-highway use with a G.V.M. exceeding 50 tons classifiable in tariff subheading 8704.10	Full duty less the duty payable on the value calculated in terms of Note 8.1

By the deletion of (f) in the definition for "specified motor vehicles" in Note 1.2 to rebate item 317.03 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.03				(f) Chassis fitted with engines of subheading 87.06 for dumpers designed for off-highway use with a G.V.M. exceeding 50 tons classifiable in tariff subheading 8704.10.	

By the deletion of Note 1 (e) to rebate item 317.07 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.07				(e) Chassis fitted with engines of heading 87.06 for dumpers designed for off-highway use with a G.V.M. exceeding 50 tons classifiable in tariff subheading 8704.10	

By the substitution of (d) and (e) in the definition for "specified motor vehicles" in Note 1.2 to rebate item 317.03 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.03				(d) motor vehicles for the transport of goods of heading 87.04 of a vehicle mass not exceeding 2 000 kg or a G.V.M. not exceeding 3 500 kg or of a mass not exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg per chassis fitted with a cab (excluding shuttle cars and low construction flame-proof vehicles for use in underground mines and off-the-road logging trucks); and (e) chassis fitted with engines of heading 87.06, of a mass not exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg (excluding those for shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks).	

By the substitution of rebate item 317.03/98.01/06.04 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.03	98.01	06.04	46	Original equipment components, for the manufacture of chassis fitted with engines of heading 87.06 of a mass not exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg (excluding those for shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks)	Full duty less the duty payable on the value calculated in terms of Note 8.1

By the substitution of Note 1(c) and 1(d) to rebate item 317.07 of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.07				(c) motor vehicles for the transport of goods of heading 87.04 of a vehicle mass exceeding 2 000 kg and a G.V.M. exceeding 3 500 kg or of a mass exceeding 1 600 kg and of a G.V.M. exceeding 3 500 kg per chassis fitted with a cab (excluding shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks); and (d) chassis fitted with engines of heading 87.06, of a mass exceeding 1 600 kg or of a G.V.M. not exceeding 3 500 kg (excluding those for shuttle cars and low construction flame-proof vehicles, for use in underground mines and off-the-road logging trucks).	

NO. R. 900

25 AUGUSTUS 2017

## SUID-AFRIKAANSE INKOMSTEDIENS

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 3 (NO. 3/1/723)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 3 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
 MKN GABA  
 MINISTER VAN FINANSIES

## BYLAE

Deur die skraping van kortingitem 317.03/98.01/07.04:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.03	98.01	07.04	40	Oorspronklike toerustingkomponente vir die vervaardiging van onderstelle met enjins toegerus van pos 87.06, vir storters ontwerp vir gebruik op rowwe-terrein met 'n B.V.M. van meer as 50 ton indeelbaar in tarief subpos 8704.10	Volle reg min die reg betaalbaar op die waarde bereken ingevolge Opmerking 8.1

Deur die skraping van (f) by die omskrywing vir "gespesifiseerde motorvoertuie" by Opmerking 1.2 van kortingitem 317.03:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.03				(f) Onderstelle met enjins toegerus van pos 87.06 vir storters ontwerp vir gebruik op rowwe-terrein gebruik met 'n B.V.M. van meer as 50 ton indeelbaar in tarief subpos 8704.10	

Deur die skraping van Opmerking 1 (e) by kortingitem 317.07:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.07				(e) Onderstelle met enjins toegerus van pos 87.06 vir storters vervaardig op rowwe-terrein gebruik met 'n B.V.M. van meer as 50 ton indeelbaar in tarief subpos 8704.10	

Deur (d) en (e) by die omskrywing vir “gespesifiseerde motorvoertuie” by Opmerking 1.2 by kortingitem 317.03 deur die volgende te vervang:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.03				(d) motorvoertuie vir die vervoer van goedere van pos 87.04 met 'n voertuigmassa van hoogstens 2 000 kg of 'n B.V.M. van hoogstens 3 500 kg of met 'n massa van hoogstens 1 600 kg of met 'n B.V.M. van hoogstens 3 500 kg per onderstel toegerus met 'n kajuit (uitgesonderd rolbodemwaens en lae-konstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvragmotors); en (e) onderstelle toegerus met enjins van pos 87.06, met 'n massa van hoogstens 1 600 kg en met 'n B.V.M. van hoogstens 3 500 kg (uitgesonderd dié vir rolbodemwaens en laekonstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvragmotors).	

Deur kortingitem 317.03/98.01/06.04 deur die volgende te vervang:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.03	98.01	06.04	46	Oorspronklike toerustingkomponente vir die vervaardiging van onderstelle met enjins toegerus van pos 87.06 met 'n massa van hoogstens 1 600 kg, of met 'n B.V.M. van hoogstens 3 500 kg (uitgesonderd dié vir rolbodemwaens en lae konstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvragmotors)	Volle reg min die reg betaalbaar op die waarde bereken ingevolge Opmerking 8.1

Deur Opmerking 1 (c) en 1 (d) by kortingitem 317.07 deur die volgende te vervang:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.07				c) motorvoertuie vir die vervoer van goedere van pos 87.04 met 'n voertuigmassa van meer as 2 000 kg en met 'n B.V.M. van meer as 3 500 kg of met 'n massa van meer as 1 600 kg en met 'n B.V.M. van meer as 3 500 kg, per onderstel toegerus met 'n kajuit (uitgesonderd rolbodemwaens en lae-konstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvragmotors); en d) onderstelle toegerus met enjins van pos 87.06, met 'n massa van meer as 1 600 kg en met 'n B.V.M. van meer as 3 500 kg (uitgesonderd dié vir rolbodemwaens en laekonstruksie vlamvaste voertuie vir gebruik in ondergrondse myne en veldbosblokvragmotors).	

NO. R. 901

25 AUGUST 2017

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1577)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**MKN GIGABA**  
MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
7321.11.10	0	--- Stoves for gas fuel, having two or more plates with gas burners and a gas oven with a gross capacity not exceeding 100 litres	u	30%	free	15%	free	27%
7321.11.90	9	--- Other	u	15%	free	15%	free	13,5%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
7321.11		-- For gas fuel or for both gas and other fuels:						



**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1577)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**MKN GIGABA**  
**MINISTER VAN FINANSIES**

**BYLAE**

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
7321.11.10	0	--- Stowe vir gasbrandstof, wat twee of meer plate met gasbranders bevat en 'n gasoond met 'n bruto kapasiteit van hoogstens 100 liters	u	30%	vry	15%	vry	27%
7321.11.90	9	--- Ander	u	15%	vry	15%	vry	13,5%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
7321.11		-- Vir gasbrandstof of vir beide gas- en ander brandstowwe:						

NO. R. 901

**SUID-AFRIKAANSE INKOMSTEDIENS**

25 AUGUSTUS 2017

STAATSKOERANT, 25 AUGUSTUS 2017

No. 41065 145


NO. R. 902

25 AUGUST 2017

## SOUTH AFRICAN REVENUE SERVICE

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1576)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**MKN GIGABA**  
**MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
8704.21.75	0	--- Other, with an engine capacity not exceeding 1 000 cm <sup>3</sup> (excluding the vehicles of subheading 8704.21.77)	u	25%	18%	20%	free	25%

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1576)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**MKN GIGABA**  
**MINISTER VAN FINANSIES**

**BYLAE**

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
8704.21.75	0	--- Ander, met 'n enjinkapasiteit van hoogstens 1 000 cm <sup>3</sup> (uitgesonderd dié voertuie van subpos 8704.21.77)	u	25%	18%	20%	vry	25%

NO. R. 902

**SUID-AFRIKAANSE INKOMSTEDIENS**

**25 AUGUSTUS 2017**

STAATSKOERANT, 25 AUGUSTUS 2017

No. 41065 147

NO. R. 903

SOUTH AFRICAN REVENUE SERVICE

25 AUGUST 2017

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/2B/164)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 2B of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**MKN GIGABA**  
**MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Tariff Item	Tariff Subheading	Article Description	Rate of Excise Duty
126.04.02	8704.21.75	Other, with an engine capacity not exceeding 1 000 cm <sup>3</sup> (excluding the vehicles of subheading 8704.21.77)	(See Note 2 to this Part)

NO. R. 903

SUID-AFRIKAANSE INKOMSTEDIENS

25 AUGUSTUS 2017

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/2B/164)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



**MKN GIGABA**  
**MINISTER VAN FINANSIES**

**BYLAE**

Deur die vervanging van die volgende:

Tariefitem	Tariefsubpos	Artikel Beskrywing	Skaal van Aksynsreg
126.04.02	8704.21.75	Ander, met 'n enjinkapasiteit van hoogstens 1 000 cm <sup>3</sup> (uitgesonderd dié voertuie van subpos 8704.21.77)	(Sien Opmerking 2 van hierdie Deel)


NO. R. 904

25 AUGUST 2017

## SOUTH AFRICAN REVENUE SERVICE

CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/3E/3)

In terms of section 48 of the Customs and Excise Act, 1964, Part 3E of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
MKN GIGABA  
MINISTER OF FINANCE

## SCHEDULE

By the substitution of the following:

Environmental Levy Item	Tariff Subheading	Article Description	Rate of Environmental Levy
153.04.15	8704.21.75	Other, with an engine capacity not exceeding 1 000 cm <sup>3</sup> (excluding the vehicles of subheading 8704.21.77)	R2.30/kg net

NO. R. 904

## SUID-AFRIKAANSE INKOMSTEDIENS

25 AUGUSTUS 2017

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/3E/3)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 3E van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



MKN GIGABA  
MINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Omgewings- heffingitem	Tariefsubpos	Artikel Beskrywing	Skaal van Omgewingsheffing
153.04.15	8704.21.75	Ander, met 'n enjinkapasiteit van hoogstens 1 000 cm <sup>3</sup> (uitgesonderd dié voertuie van subpos 8704.21.77)	R2.30/kg net

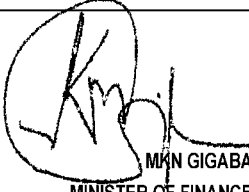
NO. R. 905

SOUTH AFRICAN REVENUE SERVICE

25 AUGUST 2017

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1575)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**MKH GIGABA**  
 MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0405.20.10	2	-- With a milk fat content of 39 per cent or more but less than 75 per cent	kg	500c/kg with a maximum of 37%	500c/kg with a maximum of 37%	500c/kg with a maximum of 37%	free	500c/kg with a maximum of 37%
0405.20.90	0	-- Other	kg	500c/kg with a maximum of 79%	500c/kg with a maximum of 79%	500c/kg with a maximum of 79%	free	500c/kg with a maximum of 79%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0405.20		- Dairy spreads:						
3301.90.20	0	-- Extracted oleoresins obtained from extraction of opium	kg	12%	free	free	free	12%
3301.90.30	7	-- Extracted oleoresins obtained from extraction of liquorice	kg	12%	free	free	free	12%



**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1575)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**MKN GIGABA**  
MINISTER VAN FINANSIES

**BYLAE**

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0405.20.10	2	-- Met 'n melkvat inhoud van 39 persent of meer maar minder as 75 persent	kg	500c/kg met 'n maksimum van 37%	500c/kg met 'n maksimum van 37%	500c/kg met 'n maksimum van 37%	vry	500c/kg met 'n maksimum van 37%
0405.20.90	0	-- Ander	kg	500c/kg met 'n maksimum van 79%	500c/kg met 'n maksimum van 79%	500c/kg met 'n maksimum van 79%	vry	500c/kg met 'n maksimum van 79%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0405.20		- Suiwel smere:						
3301.90.20	0	-- Onttrekte oleoharse deur die onttrekking van opium verkry	kg	12%	vry	vry	vry	12%
3301.90.30	7	-- Onttrekte oleoharse deur die onttrekking van soethout verkry	kg	12%	vry	vry	vry	12%

NO. R. 905

**SUID-AFRIKAANSE INKOMSTEDIENS**

25 AUGUSTUS 2017

STAATSKOERANT, 25 AUGUSTUS 2017

No. 41065 153