



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10701

Regulasiekoerant

Vol. 621

24 March
Maart 2017

No. 40713

PART 1 OF 2

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



9 771682 584003

40713



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Agriculture, Forestry and Fisheries, Department of/ Landbou, Bosbou en Visserye, Departement van			
R. 257	Agricultural Product Standards Act (119/1990): Regulations regarding inspections and appeals: Local: Amendment 40713	40713	11
R. 257	Wet op Landbouproduktstandaarde (119/1990): Regulasies betreffende ondersoek en appèlle: Plaaslik: Wysiging 40713	40713	12
R. 258	Agricultural Product Standards Act, 1990 (119/1990): Regulations regarding inspection and appeals: Export: Amendment	40713	21
R. 258	Wet op Landbou-produktstandaarde (119/1990): Regulasies betreffende ondersoek en appèlle: Uitvoer: Wysiging	40713	22
Labour, Department of/ Arbeid, Departement van			
R. 259	Labour Relations Act, 1995: National Bargaining Council for the Electrical Industry of South Africa: Cancellation of Government Notice No. R. 1615 of 30 December 2016	40713	30
R. 260	Labour Relations Act, 1995: National Bargaining Council for the Electrical Industry of South Africa: Extension of consolidated collective agreement to non-parties	40713	31
R. 261	Labour Relations Act, 1995: National Bargaining Council for the Electrical Industry of South Africa: Extension of period of operation of the Consolidated Collective Agreement	40713	125
R. 262	Occupational Health and Safety Act (85/1993) as amended: Incorporation of Health and Safety Standards into the Pressure Equipment Regulations, 2009.....	40713	127
R. 263	Labour Relations Act, 1995: Change of name of an employers' organisation	40713	134
South African Revenue Service/ Suid-Afrikaanse Inkomstediens			
R. 264	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1568).....	40713	135
R. 264	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1568).....	40713	136
R. 265	Customs and Excise Act, 1964: Amendment of Schedule No. 5 (No. 5/3/111)	40713	137
R. 265	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 5 (No. 5/3/111).....	40713	138
R. 266	Customs and Excise Act, 1964: Amendment of Schedule No. 3 (No. 3/1/722).....	40713	139
R. 266	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 3 (No. 3/1/722).....	40713	140
Water and Sanitation, Department of/ Water en Sanitasie, Departement van			
R. 267	National Water Act, 1998: Regulations regarding the procedural requirements for water use licence applications and appeals	40713	141

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2017**

The closing time is **15:00** sharp on the following days:

- **29 December**, Thursday, for the issue of Friday **06 January 2017**
- **06 January**, Friday, for the issue of Friday **13 January 2017**
- **13 January**, Friday, for the issue of Friday **20 January 2017**
- **20 January**, Friday, for the issue of Friday **27 January 2017**
- **27 January**, Friday, for the issue of Friday **03 February 2017**
- **03 February**, Friday, for the issue of Friday **10 February 2017**
- **10 February**, Friday, for the issue of Friday **17 February 2017**
- **17 February**, Friday, for the issue of Friday **24 February 2017**
- **24 February**, Friday, for the issue of Friday **03 March 2017**
- **03 March**, Friday, for the issue of Friday **10 March 2017**
- **10 March**, Friday, for the issue of Friday **17 March 2017**
- **16 March**, Thursday, for the issue of Friday **24 March 2017**
- **24 March**, Friday, for the issue of Friday **31 March 2017**
- **31 March**, Friday, for the issue of Friday **07 April 2017**
- **06 April**, Thursday, for the issue of Thursday **13 April 2017**
- **12 April**, Wednesday, for the issue of Friday **21 April 2017**
- **20 April**, Thursday, for the issue of Friday **28 April 2017**
- **26 April**, Wednesday, for the issue of Friday **05 May 2017**
- **05 May**, Friday, for the issue of Friday **12 May 2017**
- **12 May**, Friday, for the issue of Friday **19 May 2017**
- **19 May**, Friday, for the issue of Friday **26 May 2017**
- **26 May**, Friday, for the issue of Friday **02 June 2017**
- **02 June**, Friday, for the issue of Friday **09 June 2017**
- **08 June**, Thursday, for the issue of Thursday **15 June 2017**
- **15 June**, Thursday, for the issue of Friday **23 June 2017**
- **23 June**, Friday, for the issue of Friday **30 June 2017**
- **30 June**, Friday, for the issue of Friday **07 July 2017**
- **07 July**, Friday, for the issue of Friday **14 July 2017**
- **14 July**, Friday, for the issue of Friday **21 July 2017**
- **21 July**, Friday, for the issue of Friday **28 July 2017**
- **28 July**, Friday, for the issue of Friday **04 August 2017**
- **03 August**, Thursday, for the issue of Friday **11 August 2017**
- **11 August**, Friday, for the issue of Friday **18 August 2017**
- **18 August**, Friday, for the issue of Friday **25 August 2017**
- **25 August**, Friday, for the issue of Friday **01 September 2017**
- **01 September**, Friday, for the issue of Friday **08 September 2017**
- **08 September**, Friday, for the issue of Friday **15 September 2017**
- **15 September**, Friday, for the issue of Friday **22 September 2017**
- **21 September**, Thursday, for the issue of Friday **29 September 2017**
- **29 September**, Friday, for the issue of Friday **06 October 2017**
- **06 October**, Friday, for the issue of Friday **13 October 2017**
- **13 October**, Friday, for the issue of Friday **20 October 2017**
- **20 October**, Friday, for the issue of Friday **27 October 2017**
- **27 October**, Friday, for the issue of Friday **03 November 2017**
- **03 November**, Friday, for the issue of Friday **10 November 2017**
- **10 November**, Friday, for the issue of Friday **17 November 2017**
- **17 November**, Friday, for the issue of Friday **24 November 2017**
- **24 November**, Friday, for the issue of Friday **01 December 2017**
- **01 December**, Friday, for the issue of Friday **08 December 2017**
- **08 December**, Friday, for the issue of Friday **15 December 2017**
- **15 December**, Friday, for the issue of Friday **22 December 2017**
- **20 December**, Wednesday, for the issue of Friday **29 December 2017**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwnonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .
(Please see *Quotation* section below for further details)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
 - 8.1.5. Any additional notice information if applicable.
9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**QUOTATIONS**

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** GPW's annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s).

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES**NO. R. 257****24 MARCH 2017**

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

REGULATIONS REGARDING INSPECTIONS AND APPEALS:**LOCAL: AMENDMENT**

The Minister of Agriculture, Forestry and Fisheries has under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) -

- (a) made the regulations in the Schedule; and
- (b) determined that the said regulations shall come into operation on 1 April 2017.

SCHEDULE***Definition***

1. In this Schedule "the Regulations" means the Regulations published by Government Notice No. R. 1979 of 23 August 1991, as amended by Government Notices Nos. R. 1834 of 1 October 1993, R. 1217 of 26 July 1996, R. 20 of 8 January 1999, R. 701 of 4 June 1999, R. 799 of 11 August 2000, R. 542 of 15 June 2001 and R. 686 of 17 May 2002 (as corrected by Government Notice No. R. 1095 of 30 August 2002), R. 564 of 25 April 2003, R. 245 of 27 February 2004, R. 211 of 18 March 2005, R. 271 of 31 March 2006, R. 164 of 2 March 2007, R. 168 of 15 February 2008, R. 259 of 13 March 2009, R. 155 of 5 March 2010, R. 448 of 27 May 2011, R. 324 of 26 April 2012, 200 of 22 March 2013, R. 130 of 28 February 2014, R. 124 of 27 February 2015 and R. 441 of 15 April 2016.

Substitution for Tables 1 and 2 of the Regulations

2. The Regulations are hereby amended by the substitution for Tables 1 and 2 of the following tables respectively.

DEPARTEMENT VAN LANDBOU, BOSBOU EN VISSERYE**NO. R. 257****24 MAART 2017**

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

**REGULASIES BETREFFENDE ONDERSOEKE EN APPÉLLE:
PLAASLIK: WYSIGING**

Die Minister van Landbou, Bosbou en Visserye het kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990) -

- (a) die regulasies in die Bylae uitgevaardig; en
- (b) bepaal dat genoemde regulasies op 1 April 2017 in werking sal tree.

BYLAE***Woordomskrywing***

1. "Die Regulasies" beteken die regulasies gepubliseer by Goewermentskennisgewing No. R. 1979 van 23 Augustus 1991, soos gewysig deur Goewermentskennisgewings Nos. R. 1834 van 1 Oktober 1993, R. 1217 van 26 Julie 1996, R. 20 van 8 Januarie 1999, R. 701 van 4 Junie 1999, R. 799 van 11 Augustus 2000, R. 542 van 15 Junie 2001 en R. 686 van 17 Mei 2002 (soos verbeter deur Goewermentskennisgewing No. R. 1095 van 30 Augustus 2002), R. 564 van 25 April 2003, R. 245 van 27 Februarie 2004, R. 211 van 18 Maart 2005, R. 271 van 31 Maart 2006, R. 164 van 2 Maart 2007, R. 168 van 15 Februarie 2008, R. 259 van 13 Maart 2009, R. 155 van 5 Maart 2010, R. 448 van 27 Mei 2011, R. 324 van 26 April 2012, 200 van 22 Maart 2013, R. 130 van 28 Februarie 2014, R. 124 van 27 Februarie 2015 en R. 441 van 15 April 2016.

Vervanging van Tabela 1 en 2 van die Regulasies

2. Die Regulasies word hierby gewysig deur Tabela 1 en 2 deur onderskeidelik die volgende tabelle te vervang.

TABLE 1 / TABEL 1

INSPECTION / ONDERSOEK
[Reg. 2(2)]

Function / Funksie	Fees payable / Gelde betaalbaar
1	2
Inspection on request / Ondersoek op versoek	(a) R201,00 per half-hour or part thereof, including travelling time, spent by each inspector on the inspection concerned; and/ R201,00 per halfuur of gedeelte daarvan, reistyd ingesluit, deur elke inspekteur aan die betrokke ondersoek bestee; en (b) R201,00 per half-hour or part thereof, including travelling time, spent by each assistant of an inspector referred to in subparagraph (a) on the inspection concerned/R201,00 per halfuur of gedeelte daarvan, reistyd ingesluit, deur elke assistent van 'n inspekteur in subparagraaf (a) bedoel, aan die betrokke ondersoek bestee.
Audit of management systems/ Ouditering van bestuurstelsels	(a) Application fee/Aansoekfooie R403,00 (b) Audit fee/Ouditeringsfooie R747,00 plus R402,00 per hour/R747,00 plus R402,00 per uur
Quality control analyses/Gehaltebeheer-analises Determination of:/Bepaling van: (a) Moisture in dried fruits/Vog in droëvrugte (b) Total solids in bread/Totale vastestowwe in brood (c) Total acidity and Brix in fruit juices/Totale suur en Brix in vrugtesappe (d) %ash in honey/% as in heuning (e) Lund in honey/Lund in heuning (f) Moisture in honey/Vog in heuning (g) HMF (hydroxymethylfurfural) in honey/HMF (hidroksietiefurfural) in heuning (h) Total acidity in honey/Totale suurheid in heuning (i) Free acid in honey/Vrye suur in heuning (j) Specific rotation in honey/Spesifieke rotasie in heuning (k) % acetic acid in vinegar/% asynsuur in asyn (l) Oxidation value in vinegar/Oksidasiewaarde in asyn	R233,00 per sample/R233,00 per monster R18,00 per sample/R18,00 per monster R135,00 per sample/R135,00 per monster R46,00 per sample//R46,00 per monster R70,00 per sample//R70,00 per monster R60,00 per sample//R60,00 per monster R98,00 per sample//R98,00 per monster R217,00 per sample//R217,00 per monster R137,00 per sample//R137,00 per monster R146,00 per sample/R146,00 per monster R317,00 per sample/R317,00 per monster R476,00 per sample/R476,00 per monster

(m) Sulphurdioxide in dried fruits/Swaeldioksied in droëvrugte	R120,00 per sample//R120,00 per monster
(n) Fat in food dressing and separable dressing/Vet in voedselsouse en skeibare souse	R270,00 per sample/R270,00 per monster
(o) Fat in milk/Vet in melk	R207,00 per sample/R207,00 per monster
(p) Fat in cheese and processed cheese/Vet in kaas en verwerkte kaas	R306,00 per sample//R306,00 per monster
(q) Fat in dried milk/Vet in gedroogde melk	R189,00 per sample/R189,00 per monster
(r) Salt in butter/Sout in botter	R83,00 per sample/R83,00 per monster
(s) Fat in cream/Vet in room	R193,00 per sample/R193,00 per monster
(t) Fat in skimmed milk, whey and buttermilk/Vet in afgeroomde melk, wei en karringmelk	R214,00 per sample/R214,00 per monster
(u) Fat in evaporated milk and sweetened condensed milk/Vet in ingedamppte melk en kondensmelk	R187,00 per sample/R187,00 per monster
(v) Fat in butter-oil/Vet in botter-olie	R89,00 per sample/R89,00 per monster
(w) Moisture in butter/Vog in botter	R73,00 per sample/R73,00 per monster
(x) Fat in butter/Vet in botter	R123,00 per sample/R123,00 per monster
(y) Total solids in cheese and processed cheese/Totale vastestowwe in kaas en verwerkte kaas	R195,00 per sample/R195,00 per monster
(z) Total solids in milk, cream and evaporated milk/Totale vastestowwe in melk, room en ingedamppte melk	R84,00 per sample/R84,00 per monster
(aa) Total solids in yogurt/Totale vastestowwe in jogurt	R88,00 per sample/R88,00 per monster
(ab) Total solids in sweetened condensed milk/Totale vastestowwe in versoete kondensmelk	R102,00 per sample/R102,00 per monster
(ac) Water in dried milk and dried cream/Water in gedroogde melk en -room	R66,00 per sample/R66,00 per monster
(ad) Fat in milk-based edible ices and ice mixes/Vet in melkgebaseerde eetbare yse en ysmengsels	R186,00 per sample/R186,00 per monster
(ae) Total solids in ice-cream and milk ice/Totale vastestowwe in roomys en melk-ys	R102,00 per sample/R102,00 per monster
(af) Starch in milk powder and compound feeding stuffs/Stysel in melkpoeier	R49,00 per sample/R49,00 per monster

en saamgestelde voedingsmiddels (ag) Added water, protein and lactose in dairy products using a Lactoscan/Bygevoegde water, proteien en laktose in suiwelprodukte met 'n Lactoscan (ah) pH in liquid milk/pH in vloeibare melk	R65,00 per sample/R65,00 per monster R37,00 per sample/R37,00 per monster
--	--

TABLE 2/TABEL 2

APPEAL FEES: LOCAL / APPÈLGELDE: PLAASLIK
[Reg. 3, 4(5)]

Kind of product / Soort produk	Appeal fee / Appèlgeld
1	2
Apples/Appels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Avocados/Avokado's	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Butter/Botter	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Calves, sheep, lambs, goats and kids in the form of carcasses/Kalwers, skape, lammers, bokke en boklammers, in die vorm van karkasse	R1707,00 per consignment or lot/R1707,00 per besending of lot
Canned fruit/Ingemaakte vrugte	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Canned mushrooms/Ingemaakte sampioene	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending

Canned pasta/Ingemaakte pasta	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Canned vegetables/Ingemaakte groente	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Canola/Kanola	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Cattle, excluding calves, in the form of carcasses/Beeste, uitgesonderd kalwers, in die vorm van karkasse	R1707,00 per consignment or lot /R1707,00 per besending of lot
Cheese/Kaas	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Citrus fruit/Sitrusvrugte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Dairy products and imitation dairy products, excluding butter and cheese/Suiwelprodukte en nagmaakte suiwelprodukte, uitgesonderd botter en kaas	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Dehydrated vegetables/Ontwaterde groente	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Dried fruit/Droëvrugte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Dry beans/Droëbone	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

Edible ices/Eetbare ysprodukte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Eggs/Eiers	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Fat spreads/Vetsmere	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Frozen fruit and vegetables/ Bevrore vrugte en groente	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Fruit juice and drink/ Vrugtesap en –drank	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Garlic/Knoffel	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Grapes/Druifwe	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Green bananas/Groen piesangs	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Honey/Heuning	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Jam, jelly and marmalade/ Konfyt, jellie en marmalade	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending

Maize/Mielies	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Maize products/ Mielieprodukte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Malting barley/Moutgars	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Mayonnaise and Salad dressings/Mayonnaise en slaaisous	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Mohair/Sybokhaar	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
National market products (tomatoes, fruit and extracted honey)/Nasionale markprodukte (tamaties, vrugte en stroopheuning)	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Onions/Uie	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Peaches and nectarines/ Perskes en nektariene	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Pears/Pere	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Pigs in the form of carcasses/Varke in die vorm van karkasse	R1707,00 per consignment or lot/R1707,00 per besending of lot

Plums and prunes/Pruime en pruimedante	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Potatoes/Aartappels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Poultry meat/Pluimveevleis	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Rice/Rys	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Rooibos/Rooibos	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Sorghum/Sorghum	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Soya beans/Sojabone	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Sunflower/Sonneblom	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Table olives/Tafelolywe	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending

Tomatoes/Tamaties	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Vegetables, excluding tomatoes, onions and garlic/ Groente, uitgesonderd tamaties, uie en knoffel	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Vinegar/Asyn	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/ R2233,00 vir die eerste produksielot en R201,00 vir elke daaropvolgende produksielot in dieselfde besending
Wheat/Koring	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Wheat products/ Koringprodukte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. R. 258

24 MARCH 2017

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

**REGULATIONS REGARDING INSPECTIONS AND APPEALS:
EXPORT: AMENDMENT**

The Minister of Agriculture, Forestry and Fisheries, has under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) –

- (a) made the regulations in the Schedule; and
- (b) determined that the said regulations shall come into operation on 1 April 2017.

SCHEDULE***Definition***

1. In this Schedule “the Regulations” means the regulations published by Government Notice No. R. 1980 of 23 August 1991, as amended by Government Notices Nos. R. 773 of 7 May 1993, R. 1835 of 1 October 1993, R. 684 of 15 April 1994, R. 1216 of 26 July 1996 (as corrected by Government Notice No. R. 2014 of 6 December 1996), R. 30 of 9 January 1998, R. 21 of 8 January 1999, R. 702 of 4 June 1999, R. 798 of 11 August 2000, R. 543 of 15 June 2001, R. 701 of 17 May 2002, (as corrected by Government Notice No. R. 1095 of 30 August 2002), R. 563 of 25 April 2003, R. 246 of 27 February 2004 (as corrected by Government Notice No. R. 487 of 16 April 2004), R. 204 of 18 March 2005, R. 272 of 31 March 2006 (as corrected by Government Notice No. R. 424 of 12 May 2006), R. 163 of 2 March 2007, R. 169 of 15 February 2008, R. 260 of 13 March 2009, R. 154 of 5 March 2010, R. 449 of 27 May 2011, R. 325 of 26 April 2012, 199 of 22 March 2013, R. 131 of 28 February 2014, R. 123 of 27 February 2015 and R. 442 of 15 April 2016.

Substitution for Tables 2, 3 and 4 of the Regulations

2. The Regulations are hereby amended by the substitution for Tables 2, 3 and 4 of the following tables respectively:

DEPARTEMENT VAN LANDBOU, BOSBOU EN VISSERYE**NO. R. 258****24 MAART 2017**

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

REGULASIES BETREFFENDE ONDERSOEKE EN APPËLLE:**UITVOER: WYSIGING**

Die Minister van Landbou, Bosbou en Visserye het kragtens artikel 15 van die Wet op Landbou-produkstandaarde, 1990 (Wet No. 119 van 1990) –

- (a) die regulasies in die Bylae uitgevaardig; en
- (b) bepaal dat genoemde regulasies op 1 April 2017 in werking sal tree.

BYLAE***Woordomskrywing***

1. In hierdie Bylae beteken “die Regulasies” die regulasies gepubliseer by Goewermentskennisgewing No. R. 1980 van 23 Augustus 1991, soos gewysig deur Goewermentskennisgewings Nos. R. 773 van 7 Mei 1993, R. 1835 van 1 Oktober 1993, R. 684 van 15 April 1994, R. 1216 van 26 Julie 1996 (soos verbeter deur Goewermentskennisgewing No. R. 2014 van 6 Desember 1996), R. 30 van 9 Januarie 1998, R. 21 van 8 Januarie 1999, R. 702 van 4 Junie 1999, R. 798 van 11 Augustus 2000, R. 543 van 15 Junie 2001 en R. 701 van 17 Mei 2002, (soos verbeter deur Goewermentskennisgewing No. R. 1095 van 30 Augustus 2002), R. 563 van 25 April 2003, R. 246 van 27 Februarie 2004 (soos verbeter deur Goewermentskennisgewing No. R. 487 van 16 April 2004), R. 204 van 18 Maart 2005, R. 272 van 31 Maart 2006 (soos verbeter deur Goewermentskennisgewing No. R. 424 van 12 Mei 2006), R. 163 van 2 Maart 2007, R. 169 van 15 Februarie 2008, R. 260 van 13 Maart 2009, R. 154 van 5 Maart 2010, R. 449 van 27 Mei 2011, R. 325 van 26 April 2012, 199 van 22 Maart 2013, R. 131 van 28 Februarie 2014, R. 123 van 27 Februarie 2015 en R. 442 van 15 April 2016.

Vervanging van Tabele 2, 3 en 4 van die Regulasies

2. Die Regulasies word hierby gewysig deur Tabele 2, 3 en 4 deur onderskeidelik die volgende tabelle te vervang:

TABLE 2/TABEL 2

OTHER FEES/ANDER FOOIE

Function/Funksie 1	Fees payable/Gelde betaalbaar 2
Audit of management systems/ Ouditering van bestuurstelsels	(a) Application fee/Aansoekfooi R403,00 (b) Audit fee/Ouditeringsfooi R747,00 plus R402,00 per hour/R747,00 plus R402,00 per uur
Illustrated colour charts/ Geïllustreerde kleurkaarte	(a) R38,00 per A2 chart/R38,00 per A2 kaart (b) R28,00 per A3 chart/R28,00 per A3 kaart (c) R23,00 per A4 chart/R23,00 per A4 kaart (d) R13,00 per A5 chart/R13,00 per A5 kaart

TABLE 3/TABEL 3

LABORATORY FEES/LABORATORIUMGELDE
[Reg. 3]

Laboratory analysis/Laboratoriumontledings 1	Fees payable/Gelde betaalbaar 2
Qualitative microbiological analyses/Kwalitatiewe mikrobiologiese analises	
(a) E. Coli	R135,00 per sample/R135,00 per monster
(b) Salmonella	R135,00 per sample/R135,00 per monster
(c) Total Bacterial Count/Totale Bakteriese Telling	R135,00 per sample/R135,00 per monster
Pesticide residue testing/Pestisiedresidu toetsing	R615,00 per sample/R615,00 per monster

TABLE 4/TABEL 4

APPEAL FEES: EXPORT/APPËLGELDE: UITVOER
[Reg. 4]

Kind of product/Soort produk 1	Fees payable/Gelde betaalbaar 2
Apples/Appels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Apricots/Appelkose	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Avocados/Avokado's	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
	which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Buckwheat/Bokwiet	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Butter/Botter	R2233,00for the first production lot plus R201,00 for each subsequent production lot in the same consignments/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Cactus pears/Turksyve	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van'n groep besendings wat op dieselfde dag versend is
Canned fruit/Ingemaakte vrugte	R2233,00for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Canned mushrooms/Ingemaakte sampioene	R2233,00 for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Canned vegetables/Ingemaakte groente	R2233,00for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Canned pasta/Ingemaakte pasta	R2233,00for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Cheese/Kaas	R2233,00for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Cherries/Kersies	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Citrus fruit/Sitrusvrugte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
Dairy products (excluding butter and cheese)/Suiwelprodukte (uitgesonderd botter en kaas)	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Dried Fruit/Droëvrugte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Dry beans/Droëbone	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Eggs/Eiers	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned on the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Feed products/Voerprodukte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Fresh cut flowers and ornamental foliage/Vars snyblomme en sierloof	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Frozen fruit and vegetables/Bevrore vrugte en groente	R2233,00 for the first production lot plus R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Fruit, excluding citrus fruit and certain deciduous fruit (as defined in the regulations promulgated under section 4 of the Act)/Vrugte, uitgesonderd sitrusvrugte en sekere sagtevrugte (soos omskryf in die regulasies uitgevaardig kragtens artikel 4 van die Wet)	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Granadillas/Grenadellas	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
Grass seed/Grassaad	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Green bananas/Groen piesangs	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Groundnuts/Grondbone	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Guavas/Koejawels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Honeybush/Heuningbos	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
In-shell pecan nuts/Pekanneute in dop	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Jam, jelly and marmalade/Konfyt, jellie en marmelade	R2233,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R2233,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Kernels: Apricot and peach kernels/ Pitte: Appelkoos- en perskepitte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Kiwi fruit/Kiwivrugte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Leguminous seeds/Peulgewassade	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
	besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Lesser known types of maize/Minder bekende tipe mielies	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Litchis/Lietsjies	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Maize/Mielies	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Maize products/Mielieprodukte	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Mangoes/Mango's	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Melons and watermelons/ Spanspekke en waatlemoene	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Oil seeds/Oliesade	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Onions/Uie	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Papayas/Papajas	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
Pears/Pere	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Peaches and nectarines/Perskes en nektariene	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Persimmons/Persimmons	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Pineapples/Pynappels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Plums and prunes/Pruime en pruimedante	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Potatoes/Aartappels	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Poultry meat/Pluimveevleis	R2233,00 for the first production lot and R201,00 for each subsequent production lot in the same consignment/R2233,00 vir die eerste produksielot en R201,00 vir elke volgende produksielot in dieselfde besending
Rooibos/Rooibos	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Sorghum/Sorghum	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Soya beans/Sojabone	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

Kind of product/Soort produk	Fees payable/Gelde betaalbaar
1	2
	opsigte van 'n groep besendings wat op dieselfde dag versend is
Strawberries/Aarbeie	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Table grapes/Tafeldruiwe	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Tobacco/Tabak	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Vegetables (excluding potatoes and onions)/Groente (uitgesonderd aartappels en uie)	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is
Wheat/Koring	R1707,00 for the first consignment plus R201,00 for each additional consignment in respect of a group of consignments which were consigned the same day/R1707,00 vir die eerste besending plus R201,00 vir elke bykomende besending ten opsigte van 'n groep besendings wat op dieselfde dag versend is

DEPARTMENT OF LABOUR

NO. R. 259

24 MARCH 2017

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA

CANCELLATION OF GOVERNMENT NOTICE

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. 1615 of 30 December 2016 from the date of coming into operation of this agreement.



M N OLIPHANT

MINISTER OF LABOUR
08/03/2017

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI KAGESI ENINGIZUMU AFRIKA:

UKWESULWA KWESAZISO SIKAHULUMENI

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iSaziso sikaHulumeni esingunombolo R.1615 somhlaka 30 kuZibandlela 2016 kusukela ngosuku lokuqala ukusebenza kwalesi sivumelwano.



M N OLIPHANT

UNGGONGQOSHE WEZABASEBENZI

08/03/2017

DEPARTMENT OF LABOUR


NO. R. 260

24 MARCH 2017

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA: EXTENSION OF CONSOLIDATED COLLECTIVE
AGREEMENT TO NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, with the exclusion of clauses 1(1)(a), 2, 20, 28, 38(10) and 50 of Part I thereof, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa** 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 date of publication of this agreement and for the period ending 31 January 2022.


M N OLIPHANT
MINISTER OF LABOUR
08/08/2017

UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA-1995**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULELWA KWESIVUMELWANO ESAKHA KABUSHA SABAQASHI
NABASENZI SELULELWA KULABO ABANGEYONA INGXENYE
YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) esifundwa kanye nesigaba 32(8) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, ngokushiya ngaphandle kohlamvu lwamazwi alandelayo ku1(1)(a), 2, 20, 28, 38(10) kanye nengxenye yokuqala eku 50, esenziwa uMkandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi Eningizimu Afrika, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, siyokuqala ukusebenza ngosuku lokushicilelwa kwalesiVumelwano futhi kuze kube mhlaka 31 kuMasingana 2022.


UNGQONGQOSHE WEZABASEBENZI

08/03/2017

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA****MAIN COLLECTIVE AGREEMENT****SUMMARY TABLE OF CONTENTS**

PART 1 to PART 3	CONTENTS	PAGES
Part 1	Scope of Application, Definitions, and General Terms and Conditions of Employment	2 -70
Part 2	Allowances, Wages, Bonuses	71 - 81
Part 3	National Sick Benefit Fund Agreement	82 - 88
General	Offices of the Bargaining Council	88 - 91

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA****MAIN COLLECTIVE AGREEMENT****TABLE OF CONTENTS****PART I**

<u>CLAUSE</u>	<u>PAGE</u>
1. SCOPE OF APPLICATION	6
2. PERIOD OF OPERATION	6
3. INDUSTRIAL ACTION	6
4. DEFINITIONS	7
5. LEVELS OF BARGAINING	22
6. DAYS AND HOURS OF WORK	22
7. REFRESHMENTS BREAK	24
8. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS	24
8A: OVERTIME EXEMPTIONS	26
9. NIGHT WORK	26
10. KEEPING OF RECORDS	27
11. SHORT TIME	28
12. LAY – OFF	29
13. INCLEMENT WEATHER	30
14. CIVIL DISORDER	31
15. PAYMENT OF REMUNERATION AND DEDUCTIONS	31
16. ANNUAL LEAVE AND ANNUAL SHUTDOWN	33

<u>CLAUSE</u>	<u>PAGE</u>
17. ADDITIONAL PAID LEAVE	35
18. FAMILY RESPONSIBILITY LEAVE	36
19. MATERNITY LEAVE	36
20. TRADE UNION REPRESENTATIVES' LEAVE	37
21. INJURY-ON-DUTY ALLOWANCE	38
22. EXTENSION OF INSURANCE COVER FOR INJURY ON DUTY	38
23. PAYMENT FOR PUBLIC HOLIDAYS	38
24. GENERAL CONTROL	39
25. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY	39
28. TRANSFER OF CONTRACT OF EMPLOYMENT	41
27. INTEREST	42
28. TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY	42
29. BENEFIT FUNDS	43
30. FIXED TERM CONTRACTS	44
31. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY	46
32. REGISTRATION OF EMPLOYERS AND EMPLOYEES	46
33. TRAINING OF ELECTRICAL CONSTRUCTION OPERATORS	48
34. OUTWORK	49
35. PIECEWORK AND INCENTIVE PAYMENTS	50
36. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE	50

37.	HIV POLICY	50
	<u>CLAUSE</u>	<u>PAGE</u>
38.	TEMPORARY EMPLOYMENT SERVICES	50
39.	TEMPORARY EMPLOYMENT SERVICES PROVISIONS I.R.O. EMPLOYEES EARNING BELOW THE EARNINGS THRESHOLD	52
40.	PROHIBITION OF CESSION AND/OR SET OFF	52
41.	FIRST-AID	53
42.	CERTIFICATE OF SERVICE	53
43.	STORAGE, INSURANCE AND PROVISION OF TOOLS	53
44.	ADMINISTRATION OF AGREEMENT	54
45.	DESIGNATED AGENTS	54
46.	TRADE UNION ACCESS	54
47.	EXEMPTIONS	55
48.	NEGOTIATING PROCEDURES	57
49.	GENERAL RULES GOVERNING CONCILIATIONS & ARBITRATIONS UNDER THE AUSPICES OF COUNCIL	58
50.	RESOLUTION OF DISPUTES	59
51.	ENFORCEMENT OF THE MAIN COLLECTIVE AGREEMENT	67
52.	GENERAL	67
	ADDENDUM 1 – FIXED TERM CONTRACT GUIDELINE	69
	ADDENDUM 2 - TEMPORARY EMPLOYMENT SERVICES (TES) FORM	70

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA**

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

Electrical Contractors' Association (South Africa)

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

South African Equity Workers' Association,

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the National Bargaining Council for the Electrical Industry of
South Africa.

PART 1

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
 - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.
 - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.
- (2) Notwithstanding the provisions of sub-clause 1(1), the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
 - (i) Working employers
 - (ii) Administrative staff – Non Electrical Workers
 - (iii) Managerial Employees

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date to be determined by the Minister in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including 31 January 2022.

3. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendments to such Act; further, and unless the context otherwise indicates –

“abscond” means the absence from work of an employee for a period in excess of four consecutive working days without the employer being informed or notified of the reasons therefore, or the desertion by an employee of his employment for reasons unknown to the employer;

“Act” means the Labour Relations Act 66 of 1995;

“apprentice” means an employee serving under a written contract of apprenticeship registered with **the relevant SETA**;

The definitions of the different stages of apprenticeship, as originally published under the Conditions of Apprenticeship under the Manpower Training Act 1981 are the following:

“Stage 1” – Wage equals 38% of wage of electrician

This stage shall not exceed 4 months and the apprentice shall attend M0 – M3 and pass the test based on these modules.

“Stage 2” – Wage equals 45% of wage of electrician

This stage shall not exceed 58 weeks. It commences on the day following successful completion of modular test based on M0 – M3, as referred to above, and ends on successful completion of Trade Test “A”.

“Stage 3” – Wage equals 50% of wage of electrician

This stage shall not exceed 65 weeks and commences on the day following successful completion of Trade Test “A”, as referred to above, and ends on successful completion of modular test based on M4 – M6 as well as Phase Test “B”.

“Stage 4” – Wage equals 70% of wage of electrician

This stage shall include a minimum of 17 weeks’ practical on the job experience in M4 – M6, demonstrating practical competence in each module, successful completion of the NTC Part II (N2) and commences on the day following successful completion of Phase Test “B” and ends within 14 days of successful completion of Trade Test “B”.

“Area A” means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Carletonville, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Kwamhlanga, Mkobola Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Soshanguve, Soweto, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom;

“Area B” means the Magisterial Districts of Amersfoort, Balfour, Bethal, Bochum, Brits, Ermelo, Garankuwa, Highveld Ridge, Klerksdorp, Kriel, Malamulela, Mankwe, Mhala, Middelburg (Mpumalanga), Mmabatho, Mokerong, Moretele, Nelspruit, Nsikazi, Phokwani, Pietersburg, Piet Retief, Pongola, Potchefstroom, Rustenburg, Seshego, Standerton, Thabamopo, Themba, Thohoyandou, Volksrust, Wakkerstroom, and White River;

“Area C” means the Magisterial Districts of Barberton, Bela–Bela (Warmbaths) Belfast, Bloemfontein, Bloemhof, Bolobedu, Botshabelo, Carolina, Christiana, Coligny, Delareyville, Dzanani, Eerstehoek, Elias Motsoaledi (Groblersdal) Giyani, Koster, Lephalale (Ellisras) Letaba, Lichtenburg, Lulekani, Lydenburg, Madikwe, Mapulaneng, Marico, Mbibana, Mdujiana, Moutse, Musina(Messina), Namakgale, Naphuno, Nebo, Nkomazi, Pilgrim's Rest, Phalaborwa, Potgietersrus (only the district north of the Melk River), Schweizer-Reneke, Ritavi, Sekgosese, Sekhukhuneland, Soutpansberg, Swartruggens, Thabazimbi, Ventersdorp, Vuwani, Waterberg, Waterval Boven and Wolmaransstad;

“Area D” means the Magisterial Districts of Bethlehem, Harrismith, Hennenman, Kroonstad, Odendaalsrus, Parys, Ventersburg, Virginia, Welkom and Witsieshoek;

“Area E” means the Magisterial Districts of Barkly West, Bethulie, Boshof, Bothaville, Brandfort, Britstown, Bultfontein, Carnarvon, Clocolan, Colesberg, De Aar, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Fraserburg, Gordonia, Hanover, Hartswater, Heilbron, Herbert, Hoopstad, Jacobsdal, Jagersfontein, Kenhardt, Kimberley (outside a 20 km radius from the General Post Office), Koffiefontein, Koppies, Kudumane, Kuruman, Ladybrand, Lindley, Marquard, Noupoot, Petrusburg, Philippolis, Philipstown, Prieska, Postmasburg, Reddersburg, Reitz, Richmond (Northern Cape), Rouxville, Senekal, Smithfield, Theunissen, Trompsburg, Victoria West, Viljoenskroon, Vrede, Vredefort, Vryburg, Warrenton, Wepener, Wesselsbron, Winburg and Zastron;

“Area F” means the Magisterial Districts of Port Elizabeth and Uitenhage;

“Area G” means the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Riversdale and Uniondale;

“Area H” means the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkley East, Bedford, Bizana, Butterworth, Cala, Cathcart, Centani, Cofimvaba St Marks, Cradock, Elliot, Elliotdale, Engcobo, Flagstaff, Fort Beaufort, Glen Grey, Graaff-Reinet, Hankey, Herschel, Hewu, Hofmeyer, Idutywa, Indwe, Jansenville,

Keiskammahoek, King Williams Town, Kirkwood, Komga, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Mdantsane, Middelburg (Eastern Cape), Middledrift, Molteno, Mount Ayliff, Mount Fletcher, Mount Frere, Mqanduli, Murraysburg, Ngqeleni, Nqamakwe, Ntabethemba, Pearston, Peddie, Prince Albert, Qumbu, Queenstown, Seymour (Mpofu), Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tabankulu, Tarka, Tsolo, Tsomo, Umtata, Umzimvubu (Port St Johns), Venterstad, Victoria East, Willowmore, Willowvale, Wodehouse; and Zwelitsha.

“Area I” means the Magisterial Districts of Bellville, Cape, Goodwood, Kuils River Mitchell’s Plain, Simonstown, and Wynberg

“Area J” means the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Kranskop, Kwa Mapumulu, Lions River, Lower Tugela, Ndwedwe, New Hanover, Mapumulu, Pietermaritzburg, Pinetown, Richmond, Umbumbulu, Umlazi, Umvoti, and Vulindlela, inclusive of any former self-governing territories located therein.

“Area K” means the Magisterial Districts of Alfred, Babanango, Bergville, Dannhauser, Dundee, Emnambithi, Emzambe, Enseleni, Eshowe, Estcourt, Ezingolweni, Glencoe, Hlabisa, Hlanganani, Impendle, Ingwavuma, Inkanyezi, Ixopo, Kliprivier, Lower Umfolozi, Mahlabatini, Mooirivier, Mount Currie, Msinga, Mtonjaneni, Newcastle, Ngotshe, Nkandla, Nongoma, Nqutu, Okhahlamba, Ongoye, Paulpietersburg, Polela, Port Shepstone, Simdlangentsha, Ubombo, Umzinto, Underberg, Utrecht, Vryheid, Vulamehlo and Weenen, inclusive of any former self-governing territories located therein; and Umzimkulu in the Eastern Cape.

“Area L” means the Magisterial District of East London;

“Area M” means the Magisterial Districts of Gordon’s Bay, Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Wellington;

“Area N” means the Magisterial Districts of Calvinia, Clanshalliam, Hopefield, Morreesburg, Namaqualand, Piketberg, Sutherland, Vanrhynsdorp, Vredenburg and Vredendal,

“Area O” means the Magisterial Districts of Bredasdorp, Caledon, Ceres, Heidelberg, Hermanus, Laingsburg, Montague, Robertson, Swellendam, Tulbagh and Worcester.

Note: In the event of any magisterial district being omitted from the above, the Council shall determine under which Area such district should be placed.

“artisan” means an employee who has completed his training in terms of the former Manpower Training Act, 1981, or is in possession of a certificate issued in terms of the Skills Development Act 1998, as amended, recognising that he has received training sufficient to entitle such an employee to work as an artisan in the Industry;

“Building Industry” without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are

associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in erecting, completing or altering buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons who are engaged in the trades, activities or subdivisions in the Building Industry excluding the Electrical Industry.

“certificate” means a certificate of registration issued in terms of regulation 11(3) of the Electrical Installation Regulations, 2009;

“civil disorder” means the concerted action of a number of people, not employed by the employer, to disrupt, for any purpose whatsoever, the normal activities of the employer at his place of business or any working site, or to prevent employees either from reaching such place of business or working site or from commencing or continuing to work;

“Council” means the National Bargaining Council for the Electrical Industry of South Africa;

“domestic appliance mechanic (DAM)” or **“refrigeration mechanic”** means an employee engaged in one or more of the following classes of work:

diagnosing faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing ranges, refrigerators, washing machines, ironers, air-conditioning units and all other major electrical appliances, carrying out final tests or supervising of such operations, but does not include an employee engaged in connecting to existing outlets, refrigerators, ranges, or other domestic electrical appliances;

“domestic appliance repairer (DAR)” (Areas J and K only) means an employee engaged in -

- (a) the following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding five amperes, except in the case of domestic heating appliances where the load does not exceed 15 amperes -
 - (i) repairing and/or replacing heating elements on appliances,
 - (ii) repairing and/or replacing ceramic or other insulating spacers, including fixing,
 - (iii) repairing and/or re-assembling heating element containers,
 - (iv) removing and/or replacing motors not exceeding 750 watts at the direction of an artisan, excluding final testing,

- (b) any or all of the operations carried out in connection with the installation of burglar or other similar alarm systems –
 - (i) connecting cables of electromechanical devices;
 - (ii) adjusting vibration contracts to pre-set limits;
 - (iii) soft soldering by hand;
 - (iv) foiling windows.

“driver” means an employee engaged in driving a mechanical vehicle on a public road who is in possession of a valid driver’s licence issued under any Road Traffic Ordinance;

“electrical assistant” means an employee who is engaged in any or all of the following tasks:

- (a) Digging holes and trenches, planting poles and laying cables in trenches,
- (b) chasing and cutting walls and concrete floors for conduit,
- (c) loading or unloading materials,
- (d) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
- (e) cleaning office and workshop areas,
- (f) preparing refreshments,
- (g) installing and fixing of flush and surface mounted wireways and ancilliary equipment thereto,
- (h) installing cables including the fitting of glands, making off and securing such cables, but excluding the connection thereof,
- (i) assisting with erecting and connecting luminaires;
- (j) assisting with operating a trenching machine once trained,
- (k) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic appliance mechanic, a domestic appliance repairer and an Elconop 1, Elconop 2 or Elconop 3, but not performing any work individually except as set out in (a) to (j) above:

“electrical construction operator level 1” (hereinafter referred to as ‘Elconop 1’) means an employee who has received on-the-job training by the employer and who

undertakes any of the following tasks and who may use the tools necessary to perform such tasks:

- (a) installing and fixing of flush and surface mounted wire ways and ancillary equipment incidental thereto
- (b) installing of cables including the fitting of glands, making off and securing of such cables but excluding the connection thereof
- (c) installing and connecting of socket outlets
- (d) erecting and connecting of luminaries
- (e) operating a trenching machine
- (f) performing the work of an electrical assistant and general assistant
- (i) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician or artisan and an Elconop 2 or Elconop 3, but not performing any work individually, except as set out in (a) to (f) above;

“electrical construction operator, level 2” (hereinafter referred to as ‘Elconop 2’) means an employee, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations to structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –

- (a) placing and drawing in of conductors into wireways
- (b) installing and connecting of lighting, cooker, water heater and low voltage systems including systemised and/or innovative wiring systems, the connection of distribution boards
- (c) installing of under floor heating systems
- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off
- (e) simple arc gas welding

- (f) performing the work of an electrical assistant, general assistant or Elconop 1
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.”

“electrical construction operator level 3” “electrical construction operator level 3” (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3 and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks:”

- (a) Installing, wiring and assembling main and sub-main distribution boards
- (b) Installation and maintenance of domestic, commercial and industrial installations (tubing, wiring and cables) from incoming mains to completed final circuits
- (c) Wiring and connection of all circuits in domestic, commercial and industrial installations (wiring and connection of all types of lights, socket outlet circuits, stoves, hot water cylinders, pumps, air conditioning circuits, industrial machines etc)
- (d) Installation, maintenance and repairs of single and three phase motor and starter circuits
- (e) Testing of installations under the direct supervision of a registered person
- (f) Connection of transformers and ancillary circuits (such as CT’s PT’s low voltage lighting etc)
- (g) Where necessary performing the work of an Elconop 1 or Elconop 2

“electrical contractor” means a person who undertakes to perform electrical installation work on behalf of any other person, but excludes an employee of such first mentioned person;

“Electrical Engineering Industry” means the industry concerned with -

- (a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated

therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment includes, but is not limited to, television and incandescent lamps, and electric cables and domestic electrical appliances, and further includes the manufacture of component parts of the aforementioned equipment,

- (b) the installation, maintenance, repair and servicing of the equipment referred to in paragraph (a) above, but does not include the activities of the Electrical Industry,

“Electrical Industry” or “Industry” means the industry in which employers and their employees are associated for any or all of the following -

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere,
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
- (d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
- (e) the installation and/or maintenance and/or repair and/or servicing of overhead lines and underground cables associated with domestic and/or industrial and/or commercial installations and/or street lighting: Provided that such installation is beyond the supply authorities point of supply.

For the purposes of this definition -

- (i) electrical equipment includes:
- (aa) electrical cables and overhead lines, and
 - (ab) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment,
- (ii) design, preparation, erection, installation, repair and maintenance does not include -
- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators,
 - (ab) the manufacture and/or assembly by the manufacturer of the aforementioned electrical equipment and/or components thereof,
 - (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise,
 - (ad) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof, and
 - (ae) the sale, and/or repair and/or servicing of manual and/or electrical typewriters and/or electro-mechanical office machines and equipment:

Provided that -

The Electrical Industry, as defined above, shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry as defined in the Council's certificate of registration.

“electrical installation” means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an installation irrespective of whether or not it is part of the electrical circuit, but excluding -

- (a) any machinery of the supplier related to the supply of electricity on the premises,
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits,
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer.

“electrical tester for single-phase” means a person who has been registered as an electrical tester for single-phase in terms of either the Electrical Installation Regulations 1992 or 2009 made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single-phase electricity supply at the point of control; excluding specialised electrical installations,

“electrical wiring” means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit used or intended to be used for purposes integral or incidental to the supply and/or consumption of electricity;

“electrician” means an employee who has completed an apprenticeship in terms of either the former Manpower Training Act, 1981 in a trade relevant to the Industry, or who has received training recognised by a relevant SETA as being sufficient to entitle him to work as an electrician in the Industry;

“employee” means any person employed on any of the classes of work defined in this Agreement and includes a person employed under a contract of apprenticeship recognised by the Council;

“employer” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business, and includes temporary employment services as defined in the Act;

“establishment” means the place where the employer normally carries on his business and where his wage records are kept;

“fixed term contract” means a contract of employment which terminates on the occurrence of a specified event, the completion of a specified task or project, or on a fixed date other than an employee’s normal or agreed-upon retirement age.”

“foreman” means an electrician or artisan who has been appointed by his employer to supervise work defined in this Agreement: Provided that such employee may also be required to undertake electrical installation work himself if so required by his employer;

“Freedom of Association” means the right of an employee to join or not to join a trade union of his choice, and the right of an employer to join or not to join an employers’ organisation of his choice”.

“general assistant” means an employee who

- (a) is engaged in any or all of the following tasks;
 - (i) Digging holes and trenches, planting poles and laying and pulling cables in trenches,
 - (ii) chasing and cutting walls and concrete floors for conduit, providing no power tools are used
 - (iii) loading or unloading materials,
 - (iv) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
- (b) is employed on the following terms and conditions –
 - (i) no such employee shall be employed for a total period exceeding 4 months in any calendar year, with the same employer.
 - (ii) the prescribed minimum wage rate of an employee shall not be less than 75% of the prescribed minimum wage rate of an Electrical Assistant,
 - (iii) all general assistants shall be included in the Council’s monthly return forms and an employer shall be required to pay all applicable contributions and subscriptions in terms of the Council’s collective agreements excluding pension/provident fund, sick pay fund and risk benefits.

“general control” in relation to electrical installation work that is being carried out, includes instruction, guidance and supervision in respect of that work.

“independent appeals body” means any person or persons appointed by the Council in terms of Section 32 of the Labour Relations Act 66 of 1995, as amended, from an accredited institution, to hear and decide any appeal brought against the Council’s refusal of a non party’s or a party’s application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the Council.

“installation electrician” means a person who has been registered as an installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations;

“installation work” means –

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (c) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance

“Iron, Steel, Engineering and Metallurgical Industry” means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956, and section 62 of the Labour Relations Act, 1995), the industry concerned with the production of iron and/or steel and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metals) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry;

“Lay-off” means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts due to a reduction in the volume of work in an establishment or section of an establishment or due to any other economic reason or any other contingency or circumstances beyond the control of the employer.”

“learner” means the person who is party to a learnership agreement with an employer or group of employers, and an accredited training provider or a group of accredited training providers in terms of the Skills Development Act, 1998 as amended.;

“Local Authority Undertaking” means the undertaking in which employers and their employees are associated for the introduction, continuation, or completion of any action, scheme or activity undertaken by a local authority: Provided that for the purposes hereof the Electrical Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes, but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority: Provided further that the Local Authority Undertaking shall not include the activities of the Electrical Industry;

“lock-up” means any vehicle shed, room, workshop, factory, or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed as to provide a place of safe-keeping at any time of employees' tools and clothes and all other tools issued to them by the employer;

“master installation electrician” means a person who has been registered as a master installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation;

“no fault dismissal” means the dismissal of an employee for reasons including but not limited to operational requirements, incapacity due to ill health, liquidation of the firm or insolvency of the individual.

“piece work” means any system under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done, irrespective of the time spent on such work;

“premises” means any land and any building or structure, or part thereof, above or below the surface of any land and includes any vehicle, aircraft or vessel;

“public holiday” means any day that is a public holiday as determined in the Public Holidays Act 36 of 1994.

“region A” means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

“region A1” means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

“region B” means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.,.

“region C” means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

“region D” means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape .

“regional exemption committee” means the exemption committee appointed by the regional committee of the Council.

‘regional sick benefit fund committee’ means a Regional Committee established by the Council.

“registered person” means a person registered in terms of regulation 11 of the Electrical Installation Regulations, 2009, as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;

“remuneration” means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person’s working for any other person, and “remunerate” has a corresponding meaning and for the purposes of calculating an employee’s annual leave pay, notice pay or severance pay, an employee’s remuneration-

- (a) the cash value of any payment in kind that forms part of the employee’s remuneration unless the employee receives that payment in kind and includes–
- (i) a housing or accommodation allowance, or subsidy or housing or accommodation received as a benefit in kind;
 - (ii) car allowance or provision of a car, except to the extent that the car is provided to enable the employee to work;
 - (iii) any cash payments made to an employee, except those listed as exclusions below;
 - (iv) any other payment in kind received by an employee, except those listed as exclusions below
 - (v) employer’s contributions to medical aid, pension, provident fund or similar schemes;
 - (vi) employer’s contributions to funeral or death benefit schemes.
- (b) excludes-
- (i) Any cash payment or payment in kind provided to enable the employee to work (for example, an equipment, tool or similar allowance or the provision of a transport allowance to enable the employee to travel to and from work);
 - (ii) A relocation allowance
 - (iii) Gratuities (for example, tips received from customers) and gifts from the employer;
 - (iv) Share incentive schemes;
 - (v) Discretionary payments not related to an employee’s hours of work or performance (for example, a discretionary profit-sharing scheme);

- (vi) An entertainment allowance;
- (vii) An education or schooling allowance.

“**retrenchment**” means a termination of employment due to the employer’s operational requirements,

“**SAQA**” means the South African Qualifications Authority under the National Qualifications Framework Act 67 of 2008.”

“**SBF**” means the National Sick Benefit Fund of the Council.

“**SETA**” means the Sector Education and Training Authority established in terms of section (a)(i) of the Skills Development Act, 1998;

“**shift**” means a working day;

“**Short time**” means the implementation of reduced working time i.e. lesser number of ordinary hours per day and/or lesser number of days per week, owing to a shortage of work and /or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.”

“**specialised electrical installations**” means electrical installations in -

- (a) hazardous locations as contemplated in **SANS,10108**
- (b) anaesthetising and medical locations as contemplated in **SANS 10142 - 1**
- (c) explosive atmospheres as contemplated in **SANS 10086 - 1**, or
- (d) the petroleum industry as contemplated in **SANS 10089 - 2**;

“**specified formal training**” means a structured learning component and practical work experience of a specified nature and duration, and culminates in a qualification registered with SAQA;

“**Storeman**” means an employee who is engaged in any or all of the following tasks;

- i) Stacking and storage of materials, tools and equipment;
- ii) Issuing and recording of materials;
- iii) Receiving and recording regular stock counts;
- iv) Recording of materials on site;
- v) Control of materials in the store;
- vii) Checking and ascertaining the correctness of materials received; and,
- viii) Issuing of such materials”

“suitable accommodation” means a hotel, boarding house, caravan or other suitable accommodation and in the event of a dispute in regard to what is suitable accommodation the Council shall give a ruling;

“temporary employment service” means any person who, for reward, procures for or provides to a client other persons who render services to, or perform work for, the client and who are remunerated by the temporary employment service;

“temporary service” is work for a client by an employee for a period not exceeding three (3) months;

- a) as a substitute for an employee of the client who is temporarily absent; or
- b) in a category of work and for any period of time which is determined to be a temporary service by a collective agreement concluded in a bargaining council.

“wage” means the hourly rate prescribed in clause 4 of Part II of this Agreement: Provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount;

“wireways” means cable trays or any enclosed casing for containing wires, cables or busbars;

“working day” means any day, other than a Saturday, a Sunday or a public holiday;

“working employer” means an employer or any partner in a partnership who does manual work in the Industry, a sole proprietor, a working director or an employer who is engaged in any work defined in this Agreement, and who is deemed to be an employee in respect of whom contributions are required to be made in terms of this Agreement and if he is a partner, a certified copy of the deed of partnership shall be lodged with the Council.

“workplace” means the place or places where the employees of an employer work. If an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation, constitutes the workplace for that operation.

5. LEVELS OF BARGAINING

The Council shall be the only forum for negotiating all matters pertaining to this Agreement.

6. DAYS AND HOURS OF WORK

(1)(a) Subject to the provisions of clause 9 of this Agreement, no employer shall require or permit any employee to work-

- (i) for more than nine (9) hours in any one day, Mondays to Fridays,
 - (ii) for more than forty-four (44) hours in any one week,
 - (iii) for more than five days in any one (1) week, Mondays to Fridays,
 - (iv) on a Saturday, or Sunday
 - (v) before 07:00 or after 17:00,
- (v)(aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour,
- (ab) except as provided for in subparagraph (v)(aa) or (ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous,
- (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes;
- (b) Notwithstanding the provisions of paragraph (1)(a), a new employer must, by declaration to the Council within 3 months of commencing operating a business, elect its ordinary working hours. Should it fail to do so it may not then require or permit its employees to work -
- (i) for more than forty (40) hours in any one week,
 - (ii) for more than eight (8) hours in any one day,
 - (iii) for more than five (5) days in any one week, Mondays to Fridays;
 - (iv) on a Saturday or Sunday
 - (v) before 07:00 or after 17:00,
 - (vi) (aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;
- (ab) except as provided for in subparagraph (aa) or (ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous,
- (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes.

- (c) Any employer at the date of coming into operation of this agreement, and that is operating as a business, may maintain or by agreement with the majority of the employees elect to vary its current working hours but may not require or permit an employee to work –
- (i) for more than forty-four (44) hours in any one week,
 - (ii) for more than nine (9) hours in any one day,
 - (iii) for more than five days in any one (1) week, Mondays to Fridays,
 - (iv) on a Saturday, or Sunday
 - (v) before 07:00 or after 17:00,
- (2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work and may, before paying any employee any wages and/or remuneration for any period not recorded by the clock, require the employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for any time recorded by the clock which falls within the starting and finishing time of the shift for that day of the week, excluding meal intervals as notified by the employer to his employees in terms of clause 46(3) of this Agreement and for all time which he is required by the employer to work which does not fall within such starting and finishing times.

7. REFRESHMENTS BREAK

Every employer shall allow employees a period not exceeding 10 minutes in the morning and again in the afternoon to partake of refreshments, the times for such intervals to be agreed upon between the employer and the employees. No employee may leave the site where he is working to partake of refreshments. Such rest interval shall be deemed to be part of the ordinary hours of work of the employee concerned: Provided that should the place of work fall under the provisions of the Construction Regulations, 2014 and the employees are required to proceed to a designated refreshment area to partake of refreshments, the employer may waive the morning and afternoon breaks but shall permit the employees to have an additional 20 minutes for the meal interval, which shall be deemed to be the ordinary hours of work of the employees.

8. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (1) Unless otherwise authorised by the Council, the maximum overtime that may be worked, including work on Sundays, shall not exceed 10 hours per week.
- (2) Overtime shall be voluntary and any employee who works any time in excess of or outside the hours prescribed in clause 7 of this Agreement shall be paid at the rate of -

- (a) one and a half times his hourly rate of wages for every hour or part of an hour worked after ordinary hours of work on any day from Monday to Friday or for every hour or part of an hour for all hours worked on a Saturday.
 - (b) double his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday,
 - (c) for paid public holidays which fall on a day on which the employee would ordinarily work in terms of clause 23(1)(b) of this Agreement, his full day's wages plus his normal hourly rate of wages for every hour or part of an hour for the actual time worked on that day,
 - (d) for paid public holidays which fall on a day on which the employee would not ordinarily work, double his hourly rate of wages for every hour or part of an hour for all hours worked,
 - (e) "Notwithstanding the provisions of sub-clause (2) (a) to (d) of this clause an employee earning in excess of the earnings threshold as published by the Minister of Labour in terms of Section 6 (3) of the Basic Conditions of Employment Act (75/1997) – [Earnings Threshold Determination], as amended from time to time, shall not be entitled to be paid overtime unless mutually agreed to with his employer."
- (3) Notwithstanding the provisions of sub-clause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in clause 7 hereof, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that -
- (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate,
 - (ii) any overtime worked on a Saturday shall be deemed to be included for the purposes of this sub-clause,
 - (iii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply, and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that any employer may call on an employee for a medical certificate in proof of cause of absence.

- (4) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (2) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

8A: OVERTIME EXEMPTIONS

- (1) In terms of Clause 8 of Part I of this Agreement, provision is made for a maximum 10 hours of overtime to be worked per week.
- (2) An employer seeking overtime to be worked in excess of the 10 hours per week shall apply to the Council on the prescribed form for exemption from the limitation imposed by clause 8.
- (3) An employer applying to work overtime in excess of 10 hours per week but up to a maximum of 15 hours per week shall automatically be granted exemption provided that such exemption shall only be permitted for a maximum CONSECUTIVE period of TWO months for such activity and for a maximum period of FOUR months in any CALENDAR YEAR.
- (4) An employer applying to work overtime hours in excess of 15 hours per week may be granted exemption by the Exemptions Committee provided:
- (i) the employer strictly adheres to the Code of Good Practice on the Arrangement of Working Time in respect of the guidelines on the health and safety of its employees;
 - (ii) no employee is required to work more than 6 consecutive days per week and in excess of 72 hours per week inclusive of overtime.
 - (iii) an employee who has worked for a consecutive period of 6 days (shifts) must not be required to work for at least a further period of 36 consecutive hours before commencing another shift.
- (5) Exemption to work in excess of 15 hours per week shall be granted up to a maximum period of TWO months in any CALENDAR YEAR.
- (6) All hours worked in excess of an employee's normal working hours shall be deemed to be overtime and must be paid at the applicable overtime rates.
- (7) The Council shall, in determining the whether or not to grant or to decline an exemption application to work overtime in excess of 15 hours per week in terms of (4), consider all relevant factors which include but are not limited to the following:
- (i) the written and verbal substantiation provided by the applicant.
 - (ii) the duration of the exemption provision.
 - (iii) the terms of the exemption.
 - (iv) 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.

- (v) the infringement of basic conditions of employment rights.
 - (vi) the fact that a competitive advantage may or may not be created by granting such exemption.
 - (vii) the extent to which the exemption application undermines collective bargaining and labour peace in the Electrical Industry.
 - (viii) any existing special economic or other circumstances which warrant the granting of such exemption.
 - (ix) cognisance should be taken of contravening any other legislation by granting an exemption, which include but are not limited to the Occupational Health and Safety Act, the Basic Conditions of Employment Act, and The Labour Relations Act.
- (8) The decision of Council to grant or to decline an exemption application shall be communicated to the applicant in writing within 14 days of the date of its decision and a reason or reasons shall be provided for not granting an exemption."

9. NIGHT WORK

- (1) In this clause, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An employer may require or permit an employee to perform night work only if so agreed by the employee, and if-
- (a) the employee is compensated by the payment of an allowance, equal to 13.5% of such employees' ordinary hourly rate of pay, in addition to the wages he is to receive for the hours worked, which may be a shift allowance, or by a reduction of working hours:
 - (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day shall -
- (a) inform the employee of any health and safety hazards associated with the work that the employee is required to perform,
 - (b) at the request of the employee, enable the employee to undergo a medical examination concerning those hazards-
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work, and

- (ii) at appropriate intervals while the employee continues to perform such work, and
- (c) transfer the employee to suitable day work within a reasonable time if-
 - (i) the employee suffers from a health condition associated with the performance of night work, and
 - (ii) it is practicable for the employer to do so.
- (4) For the purposes of sub-clause (3) hereof an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or fifty times per year.

10. KEEPING OF RECORDS

- (1) Every employer shall keep a record containing at least the following information:
 - (a) The employee's name and occupation,
 - (b) the time worked by each employee,
 - (c) the remuneration paid to each employee,
 - (d) the date of birth of each employee,
 - (e) any other prescribed information.
- (2) A record in terms of sub-clause (1) shall be kept by the employer at the employer's place of business for a period of three years from the date of the last entry in the record.
- (3) No person shall make a false entry in a record maintained in terms of sub-clause (1).
- (4) An employer who keeps a record in terms of this clause shall not be required to keep any other record of time worked and remuneration paid in terms of any other employment law.

11. SHORT TIME

- (1)(a)(i) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment owing to a shortage of work and/or material, in which case the employer shall give his employees two clear working days' notice of his intention to work short time, and shall, so far as is practicable, spread the work available among the employees affected.
- (ii) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work

shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

- (b)(i) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather, except as provided for in clause 13 of this Agreement.
 - (ii) The employer shall within seven working days of commencement of working short time notify the Council and any representative trade union if its members are affected, thereof in writing.
- (2) Short shifts worked while working short time shall count as shifts actually worked in order to qualify for the paid leave referred to in this Agreement.
 - (3) No employee shall work short time for a period exceeding 8 weeks.
 - (4) In the event that short time is likely to exceed 8 weeks, the employer shall enter into consultations with the affected employee and/or the employee's representative trade union(s) within 6 weeks of the commencement of short time in order to seek alternatives to continued short time.
 - (5) Any public holiday falling on any normal working day during the period of short time shall be paid in terms of Clause 23 of this agreement.

12. LAY-OFF

- (a) An employer shall be entitled to lay off an employee temporarily -
 - (i) On account of shortage of materials, due to circumstances beyond the control of the employer. Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (ii) On account of temporary shortage of work: Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.

- (iii) On account of inclement weather as provided for in terms of Clause 13 of this agreement.
- (iv) On account of any unforeseen contingencies and circumstances beyond the control of the employer.
- (v) The employer shall within seven working days of commencement of the lay off period notify the Council and any representative trade union if its members are affected, thereof in writing.

Provided further that the employer shall not be liable to pay the employees any remuneration during a lay-off except as specified below.
“(vi) Any public holiday falling on any normal working day during the period of lay-off shall be paid in terms of Clause 23 of this agreement.”
- (b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked:
- (c) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (d) An employee may be laid off/ for a continuous period not exceeding 20 working days. If at the end of such period the employer wishes to extend the period by a further 20 days, the employee shall first be given the option of being retrenched voluntarily in accordance with Clause 25(5) of this Agreement. Provided that if the employee opts for a second period of lay-off of up to 20 working days, the employer shall commence the retrenchment procedure not later than on the first working day of the second lay off period.
Provided that if at the end of the second lay-off period the retrenchment procedure has not been concluded, then the lay-off period may be extended to a maximum period of a further 20 days.
In the event that the retrenchment procedure has still not been concluded at the end of the third lay-off period, either party may declare a dispute in terms of the Act.
- (e) Employees on lay-off may engage in any other employment for remuneration during the duration of the lay-off.
- (f) Should an employee on lay-off not return to employment within 4 working days of the due date, the employee shall be deemed to have terminated employment with the employer, unless the absence is due to a disabling reason.

- (g) Should an employee find alternative employment during any lay-off period, he must inform the employer within 3 working days of finding such employment."

13. INCLEMENT WEATHER

If as a result of inclement weather conditions it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to inclement weather, an employee shall be paid as follows:

- (a) If work has been stopped within four hours of the start of the normal working day, he shall be paid a minimum of four hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if less than five and a half hours have elapsed since the normal starting time in the establishment and work is then stopped, the employee shall be paid the full pay and allowances for time worked.
- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped the employee shall be paid the full pay and allowances paid on a normal working day.

14. CIVIL DISORDER

If, as a result of civil disorder, it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to such circumstances, an employee shall be paid as follows:

- (a) If work has been stopped within two hours of the start of the normal working day, the employee shall be paid a minimum of two hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if more than two hours but less than five and a half hours have elapsed since the normal starting time in the establishment and the work is then stopped, the employee shall be paid the full pay and allowances for time worked.
- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped, the employee shall be paid the full pay and allowances paid for a normal working day.

15. PAYMENT OF REMUNERATION AND DEDUCTIONS

- (1)(a) Remuneration shall be paid weekly, fortnightly or monthly as mutually agreed upon by the employer and at least 66 per cent of his employees. The employer shall notify the Council of the arrangement made for the payment of remuneration within 30 days of agreement being reached.
- (b) Where the services of an employee are terminated after the closure of the pay week, all remuneration due to him after that closure shall be payable not later than the pay day on which the remuneration would normally have been paid or not later than seven days after the termination of employment, whichever is the earlier: Provided that, at the request of the employee, such remuneration shall be forwarded to him, either in the form of a money order or a cheque, at an address provided by him.
- (c) Every employee shall be given a statement of payment showing at least the information referred to in clause 10 of this Agreement.
- (2)(a) Except as otherwise provided in this Agreement, only the following deductions may be made from the wages or earnings payable to any employee in terms of this Agreement:
- (i) For canteen services, where the deduction is authorised by stop-order terminable by the employee by giving not more than 28 days' notice of the termination of his agreement to such deduction being made,
 - (ii) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a pro rata amount for the period of such absence,
 - (iii) with the written consent of the employee, deductions for insurance or any other funds approved by the Council,
 - (iv) contributions to the funds of the Council in terms of clause 29 and clause 2 of Part II of this Agreement,
 - (v) deduction of any amount which an employer is legally or by order of any competent court required or permitted to make,
 - (vi) where an employer, owing to a clerical, accounting or administrative error or miscalculation, pays an employee remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings, but no one deduction may exceed 15 per cent of the employee's remuneration,

- (vii) deductions for subscriptions to the trade union,
 - (viii) Whenever an advance or loan is made by an employer, at the request of an employee, the employer may make deductions from such employee's subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it may be deducted:
Provided that the employer may recover the full balance of the amount owing if an employee's services are terminated for whatever reason.
 - (ix) Where monies have been advanced to an employee to expend in the course of his duties for his employer, he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such monies not have been refunded, the employer shall be entitled to recover such amount from the employee's wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
 - (b) Notwithstanding the provisions of this clause relating to payment of remuneration an employer may, by mutual arrangement with his employees, pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, or registered deposit-receiving institution nominated by the employee, such payment into a bank, or institution to include all payments due to the employee.
 - (c) In the event of the employment of an employee terminating before the ordinary pay-day applicable in his case, all payments due to the employee in terms of this Agreement shall be paid in accordance with the relative requirements of this Agreement.
 - (d) Notwithstanding the provisions of clause 16 of this Agreement relating to payment of leave pay, payment of leave pay shall be made in accordance with the provisions of this clause in the same manner as that in which the employee is paid his earnings.
- (3) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee immediately prior to, or to which any employee was entitled at, the date of the commencement of this Agreement while such employee is employed by the same employer.

The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer within a period of 30 calendar days.

16. ANNUAL LEAVE AND ANNUAL SHUTDOWN

- (1)(a)(i) Every employee shall be entitled to three consecutive weeks' (15 consecutive working days') leave, payable at his ordinary rate of wages, after each completed cycle of 235 completed working days with any employer in the Industry, exclusive of overtime.
- (ii) The leave prescribed in this sub-clause shall become due immediately after the completion of the 235th completed working day with an employer, and leave pay shall be paid before the employee proceeds on leave.
- (iii) Where the employment of an employee is terminated before the completion of 235 completed working days with an employer, such employer shall pay him a pro rata amount in accordance with the following formula:
- $$\frac{\text{Number of completed working days with employer in present cycle} \times 15 \times \text{ordinary daily remuneration}}{235}$$
- (iv) Where the employment of an employee is terminated after the completion of 235 completed working days with an employer, but before the annual leave has been granted to him, his employer shall-
- (aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which had accrued but was not granted before the date of termination of his employment, and
- (ab) pay him an amount calculated in accordance with the formula in subparagraph (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).
- (v) "Notwithstanding the provisions of this clause no employee shall be entitled to take leave due within the first 25 days of employment."
- (b) (i) Every employee shall be entitled to and shall take his leave so as to commence within a period of four months from the due date, unless exemption is granted by the Council.
- (ii) The leave shall be granted by the employer so as to commence within a period of four months of the due date.
- (iii) The leave prescribed by this sub-clause shall include four weekends and shall be for one unbroken period: Provided that the employee may, with

- the mutual agreement of the employer, be permitted to take his leave in two periods, one of which is not less than 10 days.
- (iv) Where a public holiday falls on what would otherwise be a normal working day, the leave period shall be extended by one day for each public holiday falling within such leave period.
 - (v) No employee shall engage in employment, whether for remuneration or not, during the leave period.
 - (vi) Any period during which an employee is off sick in excess of two working days up to a maximum of 18 working days per annum shall count as a qualifying period for leave: Provided that where it is required by the employer, a medical certificate shall be produced. Periods of absence on account of an accident arising out of and in the course of an employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act.
 - (vii) Except as otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service, or the date he last became entitled to the paid leave, whichever is the later, and shall include shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 17(1) (a) of this Agreement.
- (2) Notwithstanding the provisions of sub-clause (1) an employer may elect to observe an annual shutdown commencing in December of each year: Provided that the following provisions shall be observed:
- (a) He shall pay his employees, prior to the date of the annual shutdown, the full amount of leave pay and leave bonus due to such employees who have qualified for paid leave in terms of this Agreement, and to employees who are not entitled to the full period of paid leave pay, leave pay and a leave bonus proportionate to the qualification for the paid leave completed as at the date of the shutdown.
 - (b) Nothing contained herein shall operate to preclude an employer from cancelling the annual shutdown: Provided that -
 - (i) such cancellation has resulted from a change in the work schedule of the establishment, and
 - (ii) notice of such cancellation is given prior to 1 October of the year concerned.

- (c) Notwithstanding any other provision of this Agreement, an employee who has not qualified for leave pay at the date of the shutdown shall be paid a proportionate leave pay as set out in paragraph (a) above, irrespective of any qualifying period specified in this Agreement.

17. ADDITIONAL PAID LEAVE

- (1) (a) Every employee for whom wages are prescribed in this Agreement shall be entitled to an additional one week's leave, payable at his ordinary rate of wages, on qualifying for his fifth and subsequent leave with the same employer: Provided that the additional leave prescribed in this sub-clause shall be taken at a time mutually agreed on between the employer and employee and shall also count as part of the qualifying period for his next leave.
- (b) The leave prescribed by paragraph (a) hereof may be accumulated up to a maximum of five weeks.
- (c) The employee may, by mutual agreement with the employer, take payment in lieu of the leave prescribed by paragraph (a). In the event of the employer and employee failing to agree, the matter shall be referred to the Council for a decision, which shall be final.
- (d) Where the services of an employee are terminated and such employee has accumulated leave in terms of paragraph (b) standing to his credit, the employer shall pay the employee in lieu of such accumulated leave.
- (e) An employee, as a result of mergers or take-overs, shall not lose his qualification for the additional leave prescribed in paragraph (a). The provisions of clause 26 of this Agreement shall apply.
- (2) Save as is otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or on the date on which he last became entitled to leave, whichever is the later.

18. FAMILY RESPONSIBILITY LEAVE

- (1) During each leave cycle, an employee shall be entitled to a period of three days' paid leave which may be taken-
- (a) when the employee's child is born;
- (b) when the employee's child is sick;

- (c) in the event of the death of a member of the employee's immediate family.
 - (d) "In addition to the above provisions an employee shall be granted a maximum of 2 days in a 2-year cycle as **paternity leave** for the birth of the employee's child."
- (2) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause (1) hereof for which the leave was taken.
 - (3) An employee's unused entitlement to leave in terms of this clause may be accumulated up to a maximum of six days.
 - (4) For the purposes of this clause, an employee's "immediate family" means-
 - (a) the employee's spouse or any other person who cohabits with the employee; and
 - (b) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

19. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave -
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or still birth.
- (5) An employee shall notify an employer of the date on which the employee intends to –
 - (a) commence maternity leave; and

- (b) return to work after maternity leave.
- (6) Notification in terms of sub-clause (5) shall be given in writing, unless the employee is unable to do so -
- (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) The payment of maternity benefits shall be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966.

20. TRADE UNION REPRESENTATIVES' LEAVE

- (1) Provided that the party trade union represents ten (10) or more employees employed by the employer, an employee who is an elected representative of one of the party trade unions shall be entitled to take five days' special leave per year during working hours on full pay for the purpose of performing the functions of that office.
- (2) Subject to the provisions of sub-clause (1) the trade union representative shall be entitled to take an additional 10 days' special leave per year during working hours on full pay to attend meetings of this Bargaining Council, provided -
- (a) the trade union representative is appointed as an official delegate to this Bargaining Council;
 - (b) no more than one such trade union representative shall be appointed from any particular employer for these purposes;
 - (c) that the trade union representative is appointed in terms of the provisions of the Act; and
 - (d) that such leave days may not be accumulated.
- (3) Where an employer, employs fewer than ten (10) but more than five (5) employees, the party trade union shall be entitled to elect one (1) "shop floor rep" from amongst the employees at that employer, provided that the party trade union has the majority of the employees, employed at that employer as members.

A "shop floor rep" elected in terms of this sub-clause shall not be entitled to any trade union representative leave as contemplated in sub-clause 1 and sub-clause 2 hereof.

Furthermore, the "shop floor rep" shall not have any of the Trade Union representative rights as defined in this agreement and or the Act.

21. INJURY-ON-DUTY ALLOWANCE

Where an employer in terms of section 47(3) of the Compensation for Occupational Injuries and Diseases Act, 1993, is of a reasonable belief that an employee absent from work resulting from an injury on duty shall be compensated under the said Act and in respect of which a claim has been made under the Act, the employer shall pay an amount to the employee equivalent to 75 per cent of the employees' ordinary hourly rate for such absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner.

22. EXTENSION OF INSURANCE COVER FOR INJURY ON DUTY

Every employer shall either arrange with the Compensation Commissioner to extend and maintain the cover provided by the Compensation for Occupational Injuries and Diseases Act, 1993 as amended by the Compensation for Occupational Injuries and Diseases Amendment Act, No 61 of 1997, to all his employees who fall within the provisions of this Agreement or, alternatively, with a mutual association licenced by the Minister to provide benefits at least equivalent to those provided by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended, in respect of his employees who fall within the provisions of this Agreement and whose earnings exceed the earnings ceiling specified in the said Act.

23. PAYMENT FOR PUBLIC HOLIDAYS

- (1) (a) An employee may agree with the employer to exchange a public holiday for any other day, and if so agreed shall not be entitled to any additional payment on such a public holiday.
- (b) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).
- (c) The payment prescribed in paragraph (b) hereof shall be deemed to be full payment in respect of such public holiday, and subject to the provisions of clause 9 of this Agreement no employee shall be entitled to further compensation in respect of such public holiday.
- (d) Notwithstanding the provisions of paragraphs (b) and (c) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday:

Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate as proof if so required by the employer, or where the public holiday falls during the period of the annual leave of the employee.

(e)

"Where an employer dismisses an employee because of operational requirements, retrenchment or ill-health and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall pay the employee in respect of the public holiday.

Where an employer dismisses an employee following an appropriate disciplinary process and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall not be required to pay the employee in respect of the public holiday."

- (2) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (1) (d) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

24. GENERAL CONTROL

A master installation electrician, an installation electrician or an electrical tester for single phase, shall exercise general control over all electrical installation work being carried out, and no person shall allow such work without such control.

25. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- (1) A contract of employment terminable at the instance of a party may be terminated on notice of not less than –
- (a) one week, if the employee has been employed for six months or less;
 - (b) two weeks, if the employee has been employed for more than six months.
- (2) Sub-clause (1) shall not affect-
- (a) the right of an employer or an employee to terminate a contract of service without notice for any good cause recognised by law as sufficient, and provided that if an employee has been deemed to have absconded the employer must follow a fair procedure recognised by law before deciding whether or not to terminate their contract of employment.

- (b) any agreement between an employer and an employee providing for a longer period of notice than that contemplated by sub-clause (1).
- (3) Instead of giving an employee notice in terms of sub-clause (1) or any agreement, an employer may pay an employee the wages the employee would have earned if the employee had worked during the prescribed or agreed period of notice.
- (4) Whenever a contract of service is terminable by notice in terms of sub-clause (1) -
 - (a) if the employee fails to give the notice or to work such notice period, the employer may deduct the wages for the notice period;
 - (b) if the employer fails to give the notice or to allow the employee to work during the notice period, the employer must pay the employee the wages the employee would have earned if the employee had worked during the period of notice.
- (5) In the case of a termination as a result of retrenchment, the employer-
 - (a) must inform the Council at least 14 days prior to notice of retrenchment being given.
 - (b) the provisions of the Labour Relations Act of 1995 apply for dismissals based on operational requirements.
 - (c) notwithstanding any other provision in this clause, the employer must give notice to the employee in accordance with sub-clause (1);
 - (d) must pay any employee who is retrenched, in addition to any other moneys due to him, severance pay of one week's wages for each completed year of service."

26. TRANSFER OF CONTRACT OF EMPLOYMENT

- (1) A contract of employment may not be transferred from one employer (referred to as "the old employer") to another employer (referred to as "the new employer") without the employee's consent, unless -
 - (a) the whole or any part of a business, trade or undertaking is transferred by the old employer as a going concern, or

- (b) the whole or any part of a business, trade or undertaking is transferred as a going concern -
 - (i) if the old employer is insolvent and being wound up or is being sequestrated, or
 - (ii) because a scheme of arrangement or compromise is being entered into to avoid winding-up or sequestration for reasons of insolvency.
- (2) (a) If a business, trade or undertaking is transferred in the circumstances referred to in sub-clause (1)(a) above unless otherwise agreed, all the rights and obligations between the old employer and each employee at the time of the transfer shall continue to be in force as if they had been rights and obligations between the new employer and each employee and anything done before the transfer by or in relation to the old employer shall be considered to have been done by or in relation to the new employer.
- (b) If a business is transferred in the circumstances envisaged by sub-clause (1)(b) above, unless otherwise agreed, the contracts of all employees that were in existence immediately before the old employer's winding-up or sequestration shall transfer automatically to the new employer, but all the rights and obligations between the old employer and each employee at the time of the transfer shall remain rights and obligations between the old employer and each employee, and anything done before the transfer by the old employer in respect of each employee shall be considered to have been done by the old employer.
- (3) An agreement contemplated in sub-clause (2) above shall be concluded with the appropriate person or body referred to in section 189 (1) of the Act.
- (4) A transfer referred to in sub-clause (1) shall not interrupt the employee's continuity of employment, which shall continue with the new employer as if with the old employer.
- (5) The provisions of this clause shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of, and sentenced for any offence.

27. INTEREST

If any amount that falls due in terms of clauses 30, 31 of Part I and clause 2(1) of Part II of this Agreement is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the said 15th day until the full amount is received by the Council.
- (ii) An employer who does not pay to the Council the levies and contributions payable by him/her and his/her employees each month on the due date as specified in this Agreement shall pay interest to the Pension and or Provident Fund administrator for pension and/or provident fund contributions as prescribed by the Registrar of Pension Funds in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, and for all other contributions and levies to the Council, as provided for in terms of the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975) calculated from the due date to the date of payment. Provided that if the Fund and Council agree, the Council shall collect such Pension/Provident Fund late payment interest on behalf of the Fund.
- (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this sub-clause, with the exception of Pension and/or Provident Fund interest.

28. TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

- (1) An employer shall deduct the amount of the subscriptions payable to the party trade union, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 16 of this Agreement, from the earnings of every employee who is a member of a party trade union and shall forward the amount thus deducted, together with the form specified by the Council, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the deductions were made: Provided that a signed stop-order is received from the employee indicating the party union of which he is a member.
- (2) Every employer who is a member of the employers' organisation shall forward the levy payable to the Association, in respect of each week or part of a week of employment of each employee for whom wages are prescribed in this Agreement, including the period an employee is on leave in terms of clause 16 of this Agreement, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the payments are made: Provided that the employers' organisation shall submit to the Council proof of membership in respect of all new members.
- (3) The appropriate party trade union and the employers' organisation shall indemnify the Council against any claim that may arise in respect of this clause, and when a deduction for subscriptions or the payment of the levy in terms of this clause has been made, irrespective of whether, this amount has been paid over to the said trade union or employers' organisation, the employee or

employer concerned shall be deemed to, have paid his subscriptions or levy to the said trade union or employers' organisation.

- (4) The Secretary of the Council shall pay all amounts paid in terms of sub-clauses (1), (2) and (3) hereof to the parties concerned within 30 days of the month in which the amounts were received by the Council.
- (5) The Council shall undertake to render all reasonable services to give effect to this clause for which a maximum amount of three per cent of all contributions and levies in terms of sub-clauses (1), (2) and (3) hereof shall be paid to the Council.
- (6) A sole proprietor, partner, working director or employer engaged in work specified in this Agreement shall be deemed to be an employee in respect of whom contributions are required to be made in terms of sub-clause (2) hereof.

29. BENEFIT FUNDS

For the purposes of this Agreement, the following Benefit Funds, which were extended on the dates listed below, are hereby continued:

- (a) The Electrical Industry Sick Pay Fund - 17/10/ 2003
- (b) National Pension and Provident Funds Collective Agreement – Government Gazette No 31191 - 04/07/2008
- (c) All Council and benefit fund contributions are calculated based on the following normal working hours per region:
 Region A & B - 42.50 hours per week
 Region C - 44 hours per week
 Region D - 40 hours per week.
- (d) The Council shall provide PHI (disability) and funeral risk benefits in respect of Region A, B and C Pension Fund and Provident Fund members.
- (e) The Council shall provide fixed term contract employees with risk only benefits, namely, disability benefits (PHI) and funeral benefits.
- (f) In the event that an employee fails to qualify for death, disability, and/or funeral benefits in terms of the pension and/or provident fund Agreements because the employer failed to pay contributions owing in respect of the employee's membership, the employer shall be liable to pay to such employee or his/her beneficiaries an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.

30 FIXED TERM CONTRACTS

- (1) The provisions of Section 198B of the Act are incorporated in this Agreement.

- (2) This Clause does not apply to:
- (i) Employees earning more than the Earnings threshold as published by the Minister of Labour from time to time in terms of Section 6 (3) of the Basic Conditions of Employment Act (75/1997) – [Earnings Threshold Determination].
 - (ii) Employers who employ fewer than ten employees.
 - (iii) Employers who employ under 50 people and whose businesses have been in operation for less than two years, unless the employer conducts more than one business or his business was formed by the division or dissolution of an existing business.
- (3) An employee can be employed on a fixed-term contract or successive fixed-term contracts for longer than three months *only* if the nature of the work for which the employee is employed is of a limited or definite duration, or if the employer can demonstrate any other justifiable reason for fixing the term of the contract.
- (4) A fixed-term contract for longer than 3 months shall only be justifiable if the employee:
- (i) Is replacing another employee who is temporarily absent from work;
 - (ii) Is employed on account of a temporary increase in the volume of work which is not expected to endure beyond twelve months.
 - (iii) Is a student or recent graduate employed for the purpose of being trained or gaining work experience to enter a job or profession.
 - (iv) Is employed to work exclusively on a specific project which has a limited or defined duration. Notwithstanding this provision, an employer is permitted to move an employee from one site to another provided that there are justifiable reasons for doing so, namely, shortage of work, increase in the volume of work, and skills required. Provided further that the duration of the employee's contract does not extend beyond the agreed contract period, unless the parties have agreed in writing to extend the contract.
 - (v) Is a non-citizen who has been granted a work permit for a defined period.
 - (vi) Is employed to perform seasonal work.
 - (vii) Is employed for the purposes of an official public works scheme or similar public job creation scheme.
 - (viii) Is employed in a position funded by an external source for a limited period.
 - (ix) Has reached the normal or agreed-upon retirement age applicable in the employer's business.
- (5) Employment on a fixed-term contract concluded or renewed in instances where the employer cannot prove that the work the employee is employed to do is of a

- limited or definite duration, or where the employer cannot demonstrate any justifiable reasons for making the contract a fixed-term contract, shall be deemed to be of an indefinite period.
- (6) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract *must* be in writing and the reasons for fixing the period of the contract must be stated.
 - (7) Employees employed on fixed-term contracts for longer than three months must *not* be treated less favourably than employees employed on a permanent basis and who perform the same or similar work, unless there is a justifiable reason for the different conditions.
 - (8) The employer *must* provide all employees with equal opportunities to apply for vacancies.
 - (9) Employers who employ people on fixed-term contracts to work exclusively on a specific project with a limited or defined duration exceeding 24 months *must* pay the employee, on expiry of the contract, one week's remuneration for each completed year of the contract, calculated in accordance with section 35 of the BCEA.
 - (10) However, should an employer offer an employee alternative employment with the same or any other employer and the employee refuses to accept such offer which is on the same or similar terms, such employee is not entitled to one week's remuneration.
 - (11) In cases where an employee is engaged on a fixed term contract, and such employee has not previously contributed to the Electrical Industry Pension/Provident Fund, the employer shall cover such employee only for the purposes of risk benefits, that is death, disability, funeral and sick pay, whilst employed on such fixed term contract: Provided this shall not apply to an employee who was previously a member of the Pension/Provident Fund and has not withdrawn from such Fund. Provided that should such employee be employed on a further fixed term contract with the same employer within 90 days of the termination of his original fixed term contract, the employer and employee shall contribute towards the employee's Pension/Provident Fund.
 - (12) In any proceedings, the employer bears the onus of proving that there was a justifiable reason for fixing the term of the contract and that the period was agreed to.

31. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

Notwithstanding anything to the contrary in this Agreement, an establishment may, by mutual arrangement between the employer and not less than 66 per cent of his

employees, be closed during any period of work specified for that establishment in terms of clause 6 of this Agreement.

Where such an arrangement has been arrived at for each specific closing of the establishment, the Council shall be advised of such arrangements made.

32. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) (a) Every employer in the Electrical Industry shall, within 30 days of the date of coming into operation of this Agreement, register with the Council by forwarding to the Secretary of the Council the following particulars, on the form prescribed by the Council, together with the registration fee prescribed:

- (i) full name of business,
- (ii) business address,
- (iii) full names of owners/partners/directors/members,
- (iv) residential address of owners/partners/directors/members,
- (v) the registration fee determined by the Council from time to time and provided that it shall not exceed R3000.00;
- (vi) the name of the registered person who is employed in a full-time capacity, in terms of the Electrical Installation Regulations, 2009;
- (vii) the full names of all other employees employed by him, including identity numbers, categories of employment, residential addresses and, in respect of each individual employee or employer, any additional personal particulars as may be required by the Council, and by endeavouring to submit the completed beneficiary form to Council within 30 days of date of registration.

In the event that the staff complement changes at any time during the course of operation of the business, the employer must notify Council within 30 days of such changes and shall furnish all other particulars required in terms of this clause.

- (viii) an electrical contractor's certificate of registration issued by the Chief Inspector, or a person appointed by him in terms of the Electrical Installation Regulations, 2009, made under the Occupational Health and Safety Act, 1993,
- (ix) satisfactory proof of registration with the Unemployment Insurance Fund, the Compensation Fund Commissioner, the relevant local authority and the South African Revenue Service.

The requirements prescribed by this paragraph shall be maintained during the period of registration, and evidence of the continued validity thereof shall be produced at the request of the Council. If there is any change to the above requirements, the Council shall be notified within 30 days.

- (x) the Council shall not register any person as an employer who is registered as an employee in the industry unless he or she has the written permission of their employer to do so.
 - (b) An employer who has already, prior to the date of coming into operation of this Agreement, furnished the particulars required under this clause shall be deemed to have complied with the provisions thereof and to be registered with the Council.
 - (c) Employers entering the Industry after the date of coming into operation of this Agreement shall register with the Council and shall furnish the particulars required under paragraph (a) above within 30 days of commencing operations.
 - (d) Should the business cease to exist, the Council shall be notified within 30 days.
- (2) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of sub-clause (1) (a) of this clause, shall be deemed to be registered from the date of commencement of his business and shall observe the provisions of this Agreement.
- (3) All applications for registration shall be made directly to the Secretary of the Council in the area in which the employer is operating or intends to operate his business.

The postal addresses of the Regional Councils are -

Bloemfontein	: PO Box 1379, Bloemfontein, 9300
Cape	: PO Box 1220, Parow, 7499
East London	: P.O. Box 19852 Tecoma, East London, 5214.
Gauteng	: PO Box 31402, Braamfontein, 2017
George	: P.O. Box 1952, George, 6529
Kwazulu -Natal	: P.O BOX 47852, Greyville, Durban, 4023
Nelspruit	: P.O. Box 19646, The Village Mall, Nelspruit.1200
Polokwane	: P.O. Box 2478, Polokwane. 0700

Port Elizabeth : PO Box 27287, Greenacres, 6057

Pretoria: P.O. BOX 12399, Hatfield, 0028

- (4) (a) Every employer who has in his employ the categories of employees for whom basic minimum wages are prescribed in terms of clause 4 of Part 11 of this agreement shall be required to pay to the Council a levy amounting to R2.00 per such employee per week
- (b) The amounts paid to the Council in terms of paragraph 4(a) above shall be deposited in a separate bank account and may be invested by the Council in paid up shares, fixed deposits or savings accounts with any bank.
- (c) Notwithstanding sub-clause 4(a) and 4 (b) above, R2.00 levy contributions shall not be paid to the Council for as long as the Council has an insured scheme in place.
- (d) In the event of the insolvency of any employer who is registered with Council the Scheme established by the Council or the Council ,in the event there is no scheme in place, shall pay leave pay which has accrued to the employees of that employer: Provided that the liability of the Council shall be limited to the total moneys collected and deposited in terms of paragraph (b) above: provided further that the employees so compensated cede their claims to the Council and that the Council have the right to claim any amount so paid out from the insolvent estate.

33 TRAINING OF ELECTRICAL CONSTRUCTION OPERATORS

- (1) Upgrade from Electrical Assistant to Elconop 1:

When an employer upgrades an employee from Electrical Assistant to Elconop 1, he shall inform the Council in writing within thirty days from the date thereof, and apply to the Council for a new registration card to be issued to the employee.

- (2) Upgrade from Elconop 1 to Elconop 2:

When an employer wishes to upgrade an employee from Elconop 1 to Elconop 2, he shall arrange for the Elconop 1 to attend the prescribed formal training course at an institutionalised training centre accredited by the appropriate "SETA". Should the Elconop 1 be successful in the examination, he shall from the date of undertaking such examination be promoted to Elconop 2 and the employer shall apply to the Council for a new registration card to be issued to such employee.

- (3) Upgrade from Elconop 2 to Elconop 3:

The provisions of sub-clause (2) above shall apply in upgrading an Elconop 2 to an Elconop 3, save that the Elconop 2 must have been employed in the Industry for a continuous period of at least 12 months.

- (4) Requirements while undergoing training:
- i) The employee shall be remunerated as an Electrical Assistant whilst undergoing on-site training to upgrade to an Elconop 1 and an employer shall allow him to perform the duties of an Elconop 1 during this period. The on-site training shall not exceed a period of three months.
Should the employee not be deemed to be competent as an Elconop 1 by the employer at the end of the on-site training period, he shall immediately revert to employment on the previous terms and conditions applicable to him as an Electrical Assistant.
 - ii) The employee shall be remunerated as an Elconop 1 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 2;
The employee shall be remunerated as an Elconop 2 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 3;
 - iii) For a period not exceeding three months after undertaking the prescribed formal training, an employer shall be permitted to provide on-site training for the Elconop 1 prior to him undertaking the examination for Elconop 2 and allow him to perform the duties of an Elconop 2. The employer shall not be required to pay the wages of an Elconop 2 during the period the Elconop 1 is receiving on-site training.
 - iv) The provisions of sub-clause (4)(iii) above shall apply in upgrading an Elconop 2 to Elconop 3.
- (5) All Elconop 1, Elconop 2, and Elconop 3 employees shall be issued with a registration card in the manner and form prescribed by the Council. Such registration card, for which a fee not exceeding R20, 00 shall be payable by the employee, shall contain a photograph of the employee and his category of employment. Such card shall at all times during working hours be carried on the person of the employee.

34. OUTWORK

- (1) No employer shall require or allow any of his employees to undertake work in connection with the Electrical Industry other than to execute work in completion of an order placed with such employer.

- (2) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer in the Electrical Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in clause 6 of this Agreement, save that such employee may carry out work on his own premises outside of normal working hours.
- (3) No employer shall employ any employee of another employer in the Electrical Industry, whether for remuneration or not, during or outside of normal working hours or during any leave period of such employee.

35. PIECEWORK AND INCENTIVE PAYMENTS

- (1) The giving out by employers or the performance by employees of work on a piecework basis is prohibited.
- (2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect: Provided further that apprentices shall not be allowed to participate in such a system.

36. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

37. HIV POLICY

Both employers and employees shall observe the Code of Good Practice: Key Aspects of HIV/AIDS and Employment published under Government Notice No. R. 1298 of 1 December 2000."

(1)

38. TEMPORARY EMPLOYMENT SERVICES

- (1) The provisions of Section 198 and Section 198A of the Act are incorporated in this Agreement.
- (2) All temporary employment services as referred to in section 198 of the Act, shall register with the Council if they provide to a client employees to perform any work falling within the definition of "Electrical Industry".

- (3) No employer may use the services of employees procured from a temporary employment service, unless such service provides sufficient proof of -
- (a) registration in terms of the Unemployment Insurance Act, 1966;
 - (b) registration in terms of the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (c) registration with this Council; and
 - (d) compliance with the provisions of this Agreement.
- (4) An employer who procures the services of an employee or employees from a temporary employment service shall complete a form in the format specified by the Council in respect of each such employee, and such form shall be signed by both the employer and the employee concerned declaring that the particulars are correct.
- Refer to ADDENDUM 2 of Part 1 of this Agreement.**
- (5) The form referred to in sub-clause (4) shall contain the following particulars:
- (a) The name, telephone number, residential address and identity number of the employee,
 - (b) the business name, business telephone number and physical business address of the temporary employment service concerned,
 - (c) the date from which the employer uses the services of the employee and the expected termination date,
 - (d) the site address where the services of the employee are to be used,
 - (e) the anticipated normal working hours and overtime to be worked by the employee, and
 - (f) the occupation applicable to the employee in terms of this Agreement.
- (6) The employer shall submit the form referred to in sub-clause (4) above to the Council within five working days after he has commenced using the services of the employee or employees.
- (7) In terms of section 198(4) of the Act, the temporary employment service and the employer shall jointly and severally be liable if the temporary employment service, in respect of its employees, contravenes any of the conditions of this Agreement.
- (8) If the client of a temporary employment service is jointly and severally liable in terms of Section 198(A) or is deemed to be the employer of an employee in terms of section 198 A(3)(b)

- (a) The employee may institute proceedings against either the temporary employment service and the client:
 - (b) A designated Council Agent acting in terms of this Agreement may secure and enforce compliance against the temporary employment or the client as if it were the employer, or both; and
 - (c) Any order or award made against a temporary employment service or client in terms of this subsection may be enforced against either.
- (9) The temporary employment service shall be required to comply with all the terms and conditions of this Agreement and the relevant Pension/Provident Fund Agreements referred to in clause 29 of this Agreement.
- (10) Should the temporary employment service be a member of an employers' organisation that is a party to the Council, the provisions relating to trade union membership and subscriptions and payment of employer's organisation levies shall apply.
- (11) The Council staff shall conduct wage book inspections at all temporary employment services every 6 months.

39. TEMPORARY EMPLOYMENT SERVICES PROVISIONS IN RESPECT OF EMPLOYEES EARNING BELOW THE EARNINGS THRESHOLD

- (1) This section only applies to employees earning below the earnings threshold as published by the Minister of Labour from time to time in terms of Section 6 (3) of the Basic Conditions of Employment Act, (No 75 of 1997) [Earnings Threshold Determination]
- (2) For the purposes of this Agreement, an employee:
- (a) Performing a temporary service as per the temporary service definition for the client is the employee of the temporary employment services; or
 - (b) Not performing such temporary service for the client is deemed to be the employee of that client and the client is deemed to be the employer; and subject to the justification provisions in Clause 30, employed on an indefinite basis by the client
- (3). All the terms and conditions of this Agreement shall apply in respect of an employee deemed to be employed on an indefinite basis.

40. PROHIBITION OF CESSION AND/OR SET-OFF

- (1) No claim whatsoever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

- (2) Set-off between any amounts payable to an employee referred to in clause 15 of this Agreement and any amounts payable by such employee, the deduction of which is prohibited by that clause, shall not operate and is expressly excluded, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

41. FIRST- AID

Every employer shall provide and maintain in good order suitable first-aid equipment as prescribed in regulation 3 of the General Safety Regulations, 1986, made under the Occupational, Health and Safety Act, 1993, on any premises where employees are employed by him.

42. CERTIFICATE OF SERVICE

Every employer shall provide each employee, on the termination of his employment, with a certificate of service showing the full names of the employer and the employee, the nature of the employment, the date of commencement and the date of termination of employment.

43. STORAGE, INSURANCE AND PROVISION OF TOOLS

- (1) Lockup facilities shall be provided by the employer on all sites and workshops for locking up tools.
- (2) Every employer shall take out an insurance policy with a registered insurance company, insuring tools which are the private property of skilled employees in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises.

The maximum cover under this clause shall be R2 000,00 per employee: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further that an employer shall require a skilled employee, within seven days of the commencement of his employment, to submit to him a mutually agreed inventory of the tools in his possession, , and the skilled employee shall comply with such requirements to enable the employer to effect the insurance prescribed above. The employer may verify such inventory from time to time.

- (3) Examples of tools that a "skilled employee" may be required to have in his possession from time to time include but are not limited to the following:
- electrician's pliers, long-nose pliers, tape measure (6m), hacksaw (junior and ordinary), cable knife, wire strippers, one 15cm and one 30cm shifting spanner, ballpein hammer, spirit level, set square (15cm), soldering iron, crimping pliers, side cutters (diagonal type), six assorted screwdrivers, carpenter's hammer, tin

snips, six assorted standard flat and/or ring spanners, one small and one large wood chisel, set of allen keys and water pump-pliers.

- (4) The employer shall, where such tools are necessary, provide-
flat and round files with handles, stocks-and-dies, chasing chisels, masonry drills, electrical testing instruments, geyser spanners, hole saws, benders, reamers, fish tapes, twist drills, die nuts, chassis punches and electric power tools: Provided that such tools shall remain the property of the employer. The employee shall exercise due care in the use of/and storage of tools provided by his employer.

The employer shall be entitled to make a deduction from the remuneration payable to any employee for the loss of the employer's equipment signed for by such employee or the insurance excess payable on the loss of any such equipment.

- (5) For the purposes of this clause, "skilled employee" shall mean a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic electrical installer, an apprentice, an Elconop 2, and an Elconop 3.

44. ADMINISTRATION OF AGREEMENT

- (1) The Council shall be the body responsible for the administration of this Agreement.
- (2) Every employer shall keep in his establishment, in a place readily available, a legible copy of this Agreement.
- (3) Every employer shall display in his establishment, in a place readily accessible to his employees, a notice stating the starting and finishing time of work.

45. DESIGNATED AGENTS

The Council shall request the Minister, in terms of section 33 of the Act, to appoint persons to be designated agents to assist in giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of section 33A read with Schedule 10 of the Act.

46. TRADE UNION ACCESS

- (1) Any office-bearer or official of the representative trade unions shall be entitled to enter the employer's premises or place of work in order to recruit members or communicate with members, or otherwise serve their interests.

- (2) A representative trade union shall be entitled to hold meetings with employees outside their working hours at the employer's premises or place of work.
- (3) The members of a representative trade union shall be entitled to vote at the employer's premises or place of work in any election or ballot contemplated by the trade union's constitution.
- (4) The rights of access granted in (1), (2), and (3) above are extended to any place of work provided that the party trade union be granted access by the client and the principal contractor.
- 5) The rights conferred by this section shall be subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

47. EXEMPTIONS

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.
- (2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for which the exemption is required,
 - (b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.
- (5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.

- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:
- (7) The Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (10) Exemption criteria -

The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided 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 terms of the exemption,
- (d) the infringement of basic conditions of employment rights,
- (e) the fact that a competitive advantage may not be created by the exemption,
- (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to 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 Electrical industry,
- (h) any existing special economic or other circumstances which warrant the granting of the exemption,
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes, and

- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
 - (k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.
 - (l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
 - (b) the withdrawal of such exemption by the Council.
- Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.
- (12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.
- (13) The Independent Appeal body shall consider all applications within 14 days of receipt reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption. The same criteria as under sub-clause (10) will be applicable to this body.

48. NEGOTIATING PROCEDURES

- (1) Where any party to the Council wishes to initiate negotiations for the amendment of any existing Agreement or the introduction of a new Agreement, the party shall submit its proposals in writing to the Secretary.
- (2) The Secretary shall immediately arrange for the proposals to be circulated to all interested parties and shall take steps to arrange a negotiating meeting within 45 days of receipt of the proposal. The date of the first negotiating meeting shall be decided at the next meeting of the Council and such negotiating meeting shall be held within 30 (thirty) days of the Council meeting.
- (3) Further negotiating meetings may be held by agreement between the parties, who may also agree on any procedures, documentation, or any other matters for the purposes of assisting the negotiations.
- (4) If the negotiations have not been concluded within the 30 (thirty) days of the first negotiating meeting held, or as otherwise agreed between the parties, any party to those negotiations may declare a dispute by notice in writing to the Council and shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute. This service shall be effected by means of telefax, hand delivery or registered post.
- (5) Industry disputes shall be processed in accordance with clause 50(4). All other disputes shall be processed in accordance with clause 50 (1) to 50 (3) of this Agreement.

49 - GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

- (1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.
- (2) **How to bring an application**
 - (a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application.
All applications must comply with Rule 31 of the CCMA rules.
- (3) **How to apply to vary or rescind arbitration awards or rulings**
 - (a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.

- (b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, shall be regarded as a ruling for the purposes of this clause.

(4) Condonation for failure to comply with the rules

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

50 - RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this agreement:

The Council shall take all reasonable steps necessary to ensure compliance with this agreement. If whether through its own investigations or through any other source, it appears as if the provisions of this agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached, the appointed person may endeavor to secure compliance with the agreement by any or all of the following means:
 - (i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period.
 - (ii) refer the matter to arbitration in terms of this agreement
 - (iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.
- (c) Arbitration
 - (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.
 - (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.

- (iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.
 - (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –
 - give evidence
 - call witnesses
 - question the witnesses of the other party
 - address the concluding arguments with the arbitrator
 - be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (d) The arbitrator shall have the following powers:
- (i) To determine whether there has been a breach of this agreement.
 - (ii) To make any appropriate award that gives effect to the collective agreement and to ensure compliance therewith.
 - (iii) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
 - (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
 - (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the agreement, if –
 - such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –
 - (a) by registered mail or telegram to such party's last known address or an address chosen by that person to receive

- service and 21 days have lapsed since such notification has been mailed; or
- (b) by fax transmission or telexing to such party's last known fax number or telex number; or a fax or telefax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
 - (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
 - (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
- (e) a document may also be served -
- (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;
 - (ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;
 - (iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organization or its office in the magisterial district in which the dispute arose;
 - (iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;
 - (v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;
 - (vi) on a statutory body by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or
 - (vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy

to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.

(f) if no person identified in (e)(i) to e(vii) above is willing to accept service may be effected by affixing a copy of the document to -

(i) the main door of the premises concerned; or

(ii) if this is not accessible, a post box or other place to which the public has access.

(vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.

(vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -

- the award was erroneously sought or erroneously made in the absence of any party affected by the award.
- the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission
- the award was granted as a result of a mistake common to the parties to the proceedings.

(e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.

(f) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.

(g) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.

(h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a collective agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter shall also be liable in terms of this

clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof.”

- (i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council’s collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 27 of the Council’s main collective agreement and an arbitration fee of R500, 00.
 - (j) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.
 - k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if -
That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.
 - l) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.
- (2) Procedure for Disputes about the Interpretation and/or Application of this Agreement or Council’s Constitution**
- (a) If a dispute is referred to the Council by any party to Council, or any legal entity or person who falls within the registered scope of Council, it shall attempt to resolve the dispute through conciliation and if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator from its panel to arbitrate the dispute unless otherwise agreed to between all parties to the dispute. The arbitrator shall be independent of the Council.
 - (b) Any party or legal entity or person wishing to lodge such a dispute shall notify the Council in writing setting out all the details of the dispute. A copy of such notification shall be served on all parties to the dispute in accordance with Rule 5 of the Rules for the Conduct of Proceedings before the CCMA.
 - (c) The Council shall arrange a conciliation meeting of the parties to the dispute within 14 days of the date it received the completed referral.

However, the parties to the dispute may agree to extend the 14-day period.

- (d) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- (e) (i) The Council may appoint a conciliator from its panel to attempt to resolve the dispute.
- (ii) Any conciliator appointed in terms of this sub-clause shall have all of the powers conferred to him in terms of section 33A, section 142, section 138 and section 142A of the Act.
- (iii) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include –
- mediating the dispute, or
 - conducting a fact finding exercise, or
 - making a recommendation to the parties, which may be an advisory award.
- (f) (i) When conciliation has failed, or at the end of the 30 day period or any further period agreed to between the parties, the conciliator must:
- issue a certificate stating whether or not the dispute has been resolved and -
- (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
- (iii) the original certificate must be filed with the Council
- (g) If the dispute is not resolved at the conciliation meeting referred to in sub-clause (2) (c) above, it shall be referred to arbitration, unless otherwise agreed to between the parties to the dispute.
- The Council shall appoint an arbitrator who is available to commence the arbitration within 21 days from the date the dispute was not resolved at conciliation, unless otherwise agreed to between the parties to the dispute. The powers of the arbitrator shall be the same as in clause 50(1) (d) above read with the changes required by the context
- (h) In arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a director or employee of that party and if a close corporation also a member thereof or any

member, office bearer or official of that party's registered trade union, or registered employers' organisation,

- (i) The arbitrator shall make a determination within 14 days of the completion of the hearing unless otherwise agreed to between the parties to the dispute.
Any party to the dispute who alleges a defect in the arbitration proceedings may apply to the Labour Court for an order setting aside the arbitration award in terms of section 145 of the LRA.
- (j) Any party to the dispute may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (k) The arbitrator may on his/her own accord or on the application of any affected party, vary or rescind an arbitration award or ruling in terms of Section 144 of the LRA read with Rule 31 and Rule 32 of the CCMA Rules.

(3) Procedure for Unfair Dismissal and Unfair Labour Practice Disputes

- (a) An employee may refer a dispute to the Council for conciliation by completing the Council's referral form and serving it on Council.
- (b) Notwithstanding, sub-clause (3) (a) the Council may accept a referral form referred to it by the CCMA or a Bargaining Council or from the Department of Labour.
- (c) The referring party must:
 - (i) sign the referral form
 - (ii) attach written proof that the referral form was served on the other parties to the dispute by means of telefax, or hand delivery or registered mail.
 - (iii) attach an application for condonation on the prescribed form if the referral form is filed late i.e. outside of the 30-day time period in the case of alleged unfair dismissal calculated from the date of dismissal or if it is a later date outside 30 days of the employer making the final decision to dismiss or uphold the dismissal or,

In the case of an unfair labour practice, outside 90 days of the date of the act or omission which allegedly constitutes the unfair labour practice, or if it is a later date, outside of 90 days of the date on which the employee became aware of the act or occurrence.
- (d) The Council must refuse to accept the referral form until sub rule (3) (c) has been complied with.

- (e) The Council must give the parties at least 14 days written notice of a conciliation hearing unless the parties agree to a shorter period of notice.
- (f) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation,
- (g) The Council's conciliator may contact the parties by telephone or by other means, prior to the commencement of the conciliation, in order to attempt to resolve the dispute.
- (h) If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the Council must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute.
- (i) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include –
 - mediating the dispute, or
 - conducting a fact finding exercise, or
 - making a recommendation to the parties, which may be an advisory award.
- (j) When conciliation has failed, or at the end of the 30-day period or any further period agreed to between the parties, the conciliator must-
 - (i) issue a certificate stating whether or not the dispute has been resolved and -
 - (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the original certificate must be filed with the Council
- (k) The conciliator shall advise the referring party of his right to refer the unresolved dispute for adjudication within 90 days after the date on which that certificate was issued -
 - (i) to the CCMA for reasons in terms of section 191(5)(a) of the LRA if the Council is not accredited to arbitrate the dispute in terms of section 127 of the LRA or
 - (ii) to refer the dispute to the Labour Court for adjudication for reasons in terms of section 191(5)(b) of the LRA.

(4) Procedures for disputes about negotiations

- (a) In the event of a dispute arising in terms of clause 50, the Council shall use its best endeavours to settle the dispute and shall meet as often as it deems necessary for this purpose. In the course of its deliberations the Council shall give consideration to the following:
- (i) appointing a subcommittee to meet within a specified number of days, for the purpose of attempting to resolve the dispute or to recommend to the Council a process by which the dispute may be resolved, or
 - (ii) referring the dispute to mediation by a mediator who is acceptable to both parties to the dispute.
 - (iii) instructing the Secretary of the Council to issue a certificate stating that the dispute remains unresolved.
- (b) If the dispute has not been settled within 30 (thirty) days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute shall be entitled to pursue whatever means are available under the Act to process that dispute.

51. ENFORCEMENT OF THE MAIN COLLECTIVE AGREEMENT

- (1) In addition to the provisions of any other dispute procedure in terms of this Agreement or in terms of the Labour Relations Act, 1995, the Council authorises a designated agent to issue a compliance order requiring any person bound by that collective agreement to comply with the collective agreement within a specified period.
- (2) The Council may refer any unresolved dispute with and or alleged breach of any of the provisions of the main collective agreement to arbitration by an arbitrator appointed by the Council.

52. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

ADDENDUM 1**PRO FORMA FIXED TERM CONTRACT OF EMPLOYMENT GUIDELINE**

Entered into between

(Hereinafter referred to as the "employee")

And

(Hereinafter referred to as the "employer")

- (a) The employer and the employee hereby enter into an employment contract on the following terms and conditions:

It is hereby confirmed that has been offered employment with this firm as a

- (i) The contract shall run from the (Date) till the (Date)

OR (delete whichever is not applicable)

- (ii) Until completion of the following contract(s)..... expected to be completed/to terminate on approximately (Date)
- (b) On completion of the contract, your employment shall be automatically terminated. Such termination shall not be construed as a dismissal but as completion of your employment contract. This however does not preclude the employer's right to terminate this contract without notice for any good cause recognised by law. ie. misconduct, incapacity or operational requirements.
- (c) Should it be necessary to reduce staff during the contract period, you shall be consulted, and if you are one of those employees to be retrenched, you shall be given at least 5 working day's notice of the employer's intention to terminate your employment contract.
- (d) You shall be paid at the rate of R..... per hour, and your working hours shall be Monday to Friday from a.m. to p.m.
- (e) If necessary you may be required to work overtime, for which you shall be paid the rates prescribed in the Main collective agreement of the National Bargaining Council for the Electrical Industry.
- (f) UIF and other contributions, as prescribed by the relevant Agreement or Regulations, shall be deducted from your wages each week.
- (g) Your terms and conditions of employment shall be in terms of the Agreements of the National Bargaining Council for the Electrical Industry, which are binding on us, and may vary from time to time.

I (the employee) acknowledge that I understand the contents of this contract and sign acceptance hereof.

Signed at this Day of 20.....

.....
Employer

.....
Employee

.....
Witness

"ADDENDUM 2



National Bargaining Council for the Electrical Industry (NBCEISA) Temporary Employment Services (TES) Form

This form must be completed by the Employer (Client) using the services of the TES and the TES employees, and returned to the Council within 5 working days after the commencement of utilising the employees of the TES.

Please note that it is the responsibility of the employer (client) to advise the Council monthly of any changes in the status of temporary employment services employees in his/her staff complement.

TES DETAILS:

Name of Temporary Employment Service (TES):		
Employer Code/Council Registration Number for TES (Obtainable from the Council):		
Physical Business Address of TES:		
Postal Address of TES :		
Postal Code:	Telephone No of TES:	Fax No of TES:

EMPLOYER (CLIENT) DETAILS:

Name of Employer (Client):		
Employer Code/Council Registration Number (Obtainable from the Council):		
Physical Business Address of Employer (Client):		
Postal Address of Employer :		
Postal Code:	Telephone No:	Fax No:

Commencement Date of Contract between Client and TES: _____

Expected Termination Date of Contract between Client and TES: _____

Number of employees from TES to be employed: _____

Sufficient proof provided to Employer (Client) by TES of the following: (Insert X in relevant block)

Registered with UIF, COIDA, Council: YES

Letter of Good standing provided by Council: YES

EMPLOYEE(S) DETAILS:

Name of Employee: _____

Residential Address of Employee: _____

Site address where employee's services are to be used: _____

Normal working hours (weekly, fortnightly or monthly): _____

Expected overtime hours to be worked (weekly, fortnightly or monthly): _____

Telephone No: _____ Occupation/Category of Employment: _____

Identity Number (ID NO.) or passport number of employee: _____

We, the undersigned declare that the above information is true and correct.

Employer (Client) Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EMPLOYEE(S) DETAILS:

Name of Employee: _____

Residential Address of Employee: _____

Site address where employee's services are to be used: _____

Normal working hours (weekly, fortnightly or monthly): _____

Expected overtime hours to be worked (weekly, fortnightly or monthly): _____

Telephone No: _____ Occupation/Category of Employment: _____

Identity Number (ID NO.) or passport number of employee: _____

We, the undersigned declare that the above information is true and correct.

Employer (Client) Signature: _____ Date: _____

Employee Signature: _____ Date: _____

NB: PLEASE ATTACH ADDITIONAL COPIES OF THIS PAGE IF MORE EMPLOYEES ARE EMPLOYED THAN PROVIDED FOR IN THE ABOVE SPACES."

PART II**TABLE OF CONTENTS**

CLAUSE	PAGE
1. ALLOWANCES	72
2. EXPENSES OF THE COUNCIL	73
3. WAGES AND/OR EARNINGS	74
4. SCHEDULE OF WAGES AND/OR EARNINGS	74
5. GUARANTEED MINIMUM INCREASES AND OFF SET	77
6. LEAVE BONUS	79

PART II

1. ALLOWANCES

- (1) Travelling and subsistence allowances
- (a) Whenever a job is situated outside a radius of 15km of the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates, and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site shall be one way in his own time and the other way during the normal working hours prescribed in clause 7, of Part I of this Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.
 - (b) An employer shall provide suitable transport both ways or pay for transport in respect of the said distance at rates laid down by the Council from time to time. The rate from the date of coming into operation of the agreement until the 31 January 2018 shall be R3.00 per kilometre.
 - (c) Any employee entitled to a transport allowance as provided for in sub-clause (b) above shall be paid such allowance at the same time as he is paid his normal remuneration.
 - (d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of the transport referred to in sub-clause (b) above in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.
 - (e)(i) Where the employee can reasonably be said to be unable to return to his home daily; he shall be entitled to suburban railway fare or second-class main-line railway fare to and from the place of work at the beginning and termination of such work. Time occupied in travelling during the ordinary working hours shall be paid at the applicable hourly rate of wages of the employee concerned.
Bedding and normal meals on main-line trains, when required, shall be paid for by the employer.
 - (ii) Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the job by the employer. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and

accommodation is supplied on site, the employee shall be paid a subsistence allowance of R120.28 per night.

- (iii) Accommodation supplied on site shall include cold and hot water, toilet facilities and a bed and a mattress.
 - (iv) Where meals are supplied by the employer on site, he shall not be required to pay a subsistence allowance, but the standard of the meals provided shall be commensurate with the subsistence allowance that would have been paid in terms of this sub-clause.
- (2) Stand-by allowance: every employer shall pay every employee who is required to do stand-by duties a minimum of R78.86 per stand-by duty shift.
 - (3) The transport, subsistence and stand-by allowance payable in terms of sub-clauses 1(b),1(e)(ii) and (2) respectively shall be adjusted annually by the prescribed minimum percentage wage increase that is agreed for that year.

2. EXPENSES OF THE COUNCIL

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:

- (1) Every employee and every employer shall contribute to the Funds of the Council, no more than 1 (one) percent of the weekly specified wage rate payable in terms of clause 4 of Part II of this Agreement, taken to the next higher 10 cents.

In areas I, M, N, and O every employee and every employer shall contribute no more than 1 (one) percent of the employee's actual weekly wage rate but shall not be less than the wage rates payable in terms of clause 4 of Part 11 of this agreement.

All Council and benefit fund contributions are calculated based on the following normal working hours per region:

Region A & B - 42.5 hours per week

Region C - 44 hours per week

Region D - 40 hours per week

- (2) Every employer shall pay the amount determined in terms of sub-clause (1) to the Council in respect of such employees: Provided that the employer may deduct fifty percent of the amount payable from the remuneration of such employees.

- (3) In any instance where no contributions are payable in terms of sub-clauses (1) and (2) hereof, and the total amount referred to in sub-clause (2) is less than R80.00 such amount shall be supplemented by the employer by the sum required to make a total of R80.00 in each month.
- (4) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (5) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-clause (3) hereof.
6. A sole proprietor, partner, member, director, or employer engaged in work specified in this agreement shall be deemed to be an employee in respect of whom a council levy of a Master Installation Electrician is required to be contributed.

3. WAGES AND/OR EARNINGS

- (1) Every employee who, prior to the date of coming into operation of this Agreement, was in receipt of a higher rate than that prescribed in this Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a minimum rate is prescribed in this Agreement.
- (2) No employee shall be employed in more than one occupation defined in this Agreement at different rates of pay, in any one week, including any overtime worked, or in a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the highest-paid occupation: Provided that if an employee who normally performs the work of an electrical assistant performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually engaged in such occupation, except that if such electrical assistant performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following: Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed

for such higher rated area for the duration or period during which such an employee works in such higher-rated area:

(1) The following minimum wage rates shall apply for the categories listed below:

AREAS 'A', 'B', 'C', 'D', 'E'

Category	AREA A Rand Per hour	AREA B Rand Per hour	AREA C Rand Per hour	AREA D Rand Per hour	AREA E Rand Per hour
Master installation electrician	106.36	93.53	89.34	68.10	66.54
Installation electrician/foreman	97.95	86.16	80.25	62.70	61.21
Electrical tester for single phase	89.38	78.62	74.88	57.18	55.89
Electrician, artisan and DAM	85.07	74.78	69.75	54.51	53.30
Elconop 3	61.97	54.51	50.72	39.55	38.69
Elconop 2	53.29	46.99	43.43	33.97	33.25
Elconop 1	34.00	30.08	27.58	22.26	21.18
Storeman	34.00	30.08	27.58	22.26	21.18
Driver of a vehicle, the gross vehicle mass of which is -					
(a) Up to 3 500 kg	35.61	31.29	29.21	22.82	22.29
(b) Above 3 500 kg up to 16 000 kg	42.11	37.04	34.50	26.92	26.29
(c) Above 16 000 kg	46.81	41.13	38.31	29.92	29.21
Electrical assistant	29.04	25.53	23.52	18.47	18.07
General Assistant	21.78	19.15	17.65	13.86	13.55
Apprentice Stage 4	59.54	52.36	48.85	38.16	37.31
Apprentice Stage 3	42.55	37.40	34.88	27.27	26.64
Apprentice Stage 2	38.30	33.66	31.42	24.51	23.98
Apprentice Stage 1	32.32	28.44	26.51	20.71	20.24

AREAS 'F', 'G', 'H'

Category	AREA F Rand Per hour	AREA G Rand Per hour	AREA H Rand Per hour
Master installation electrician	77.09	67.14	63.88
Installation electrician/foreman	70.93	61.79	58.77
Electrical tester for single phase	63.09	56.40	53.62

Electrician, artisan and DAM	62.65	53.72	51.05
Elconop 3	45.55	39.63	39.63
Elconop 2	40.21	34.99	33.33
Elconop 1	26.37	22.73	21.55
Storeman	26.37	22.73	21.55
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	25.30	22.06	21.01
(b) Above 3 500 kg up to 16 000 kg	29.72	25.89	24.58
(c) Above 16 000 kg	32.97	28.71	27.31
Electrical assistant	25.35	21.73	20.68
General Assistant	19.01	16.30	15.51
Apprentice Stage 4	43.88	37.59	35.76
Apprentice Stage 3	31.33	26.87	25.54
Apprentice Stage 2	28.21	24.17	22.97
Apprentice Stage 1	23.82	20.40	19.40

AREAS 'I', 'J', 'K', 'L

Category	AREA I Rand Per hour	AREA J Rand Per hour	AREA K Rand Per hour	AREA L Rand Per hour
Master installation electrician	100.57	106.38	93.53	82.25
Installation electrician/foreman	97.49	97.96	86.15	75.61
Electrical tester for single phase	84.52	89.40	78.65	69.10
Electrician, artisan and DAM	80.50	85.07	74.79	65.75
Elconop 3	59.99	61.98	54.51	47.80
Elconop 2	56.54	53.29	46.99	40.91
Elconop 1	38.82	34.01	30.07	26.03
Storeman	38.82	34.01	30.07	26.03
Domestic appliance repairer		39.96	35.18	
Driver of a vehicle, the gross vehicle mass of which is -				
(a) Up to 3 500 kg	34.16	35.61	31.28	31.89
(b) Above 3 500 kg up to 16 000 kg	38.71	42.12	37.05	35.67
(c) Above 16 000 kg	43.53	46.81	41.14	46.26

Electrical assistant	31.74	29.05	25.55	22.22
General Assistant	23.80	21.78	19.16	16.66
Apprentice Stage 4	56.35	59.56	52.38	46.01
Apprentice Stage 3	40.25	42.55	37.40	32.86
Apprentice Stage 2	36.22	38.28	33.66	29.59
Apprentice Stage 1	30.60	32.35	28.43	24.97

AREAS 'M', 'N', 'O'

Category	AREA M Rand Per hour	AREA N Rand Per hour	AREA O Rand Per hour
Master installation electrician	85.48	66.54	67.14
Installation electrician/foreman	82.88	61.21	61.79
Electrical tester for single phase	71.83	54.42	56.40
Electrician, artisan and DAM	68.43	53.30	53.72
Elconop 3	51.00	38.69	39.63
Elconop 2	48.05	33.24	34.99
Elconop 1	32.98	21.19	22.73
Storeman	32.98	21.19	22.73
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	29.04	22.29	22.06
(b) Above 3 500 kg up to 16 000 kg	32.91	26.29	25.89
(c) Above 16 000 kg	37.01	29.24	28.71
Electrical assistant	26.99	18.07	21.73
General Assistant	20.23	13.55	16.30
Apprentice Stage 4	47.91	37.31	37.59
Apprentice Stage 3	34.23	26.65	26.86
Apprentice Stage 2	30.79	24.00	24.17
Apprentice Stage 1	26.01	20.25	20.41

5. GUARANTEED MINIMUM INCREASES AND OFF-SET

(1) "The wage increases from the date of coming into operation of this agreement to 31 January 2018 shall be increased as follows:

All employees earning the prescribed minimum wages shall receive a wage increase of not less than 8% as prescribed in Clause 4 Part II of above.

Every employee for whom wages are prescribed in this Agreement and who, on the date on which this Agreement comes into operation, is employed by an employer in the Industry, shall while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, receive a wage increase of not less than 7% of the actual wage rate he was receiving immediately prior to the said date.

The wages increases for the period 1 February 2018 to 31 January 2019 shall be increased as follows:

All employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

Employees earning in excess of the prescribed minimum wages shall receive an increase not less than the previous year's July CPI.

The wages increases for the period 1 February 2019 to 31 January 2020 shall be increased as follows:

Employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

Employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

The wages increases for the period 1 February 2020 to 31 January 2021 shall be increased as follows:

Employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

Employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

The wages increases for the period 1 February 2021 to 31 January 2022 shall be increased as follows:

Employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

Employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

Provided that if the July year on year consumer price index (CPI) is in excess of 9% or below 4%, the parties to the Council shall renegotiate wages only for that period.

- (1)(a) Prescribed minimum wage rates and wage rates in excess of the prescribed minimum wages.

Should the publication of this Collective Agreement be delayed for any reason, any employers who have not granted the increase before the coming into operation of this Agreement shall grant an additional increment of one twelfth of the applicable increase for each month the increase was not granted: Provided the maximum number of months for the granting of such additional increment shall not exceed three months.

- (2) The guaranteed minimum increase referred to in Clause 4 and Clause 5 (1) above shall be subject to the provision that any increase granted on or after 1 January 2017 may be off-set by the employer when calculating the guaranteed minimum increase and any increase granted on or after date of publication may be off-set by the employer when calculating the guaranteed minimum increase. Provided also that in terms of this agreement any increases granted on or after January of each of the following years in respect of wage increases due on the 1st February of that year, may be off-set by the employer when calculating the guaranteed minimum increase.

6. LEAVE BONUS

- (1) Every employee for whom wages are prescribed in this Agreement shall, in addition to his leave pay be paid a leave bonus of an amount equivalent to the wages he would normally be paid for the period specified below, whenever he qualifies for leave in terms of clause 16 of Part I of this Agreement, and such leave bonus shall be paid at the same time as his leave pay is paid:

CATEGORY	AREAS A to E and J to K	AREA I and M to O
Master Installation Electrician	20 working days	16 working days
Installation Electrician/Foreman	20 working days	16 working days
Electrical Tester for single-phase	20 working days	16 working days
Electrician Artisan and DAM	20 working days	16 working days
Elconop 3	15 working days	16 working days
Elconop 2	15 working days	16 working days
Elconop 1	15 working days	16 working days
Storeman	15 working days	16 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :		
a) Up to 3 500 kg	15 working days	16 working days
b) Above 3 500 kg up to 16 000 kg	15 working days	16 working days
c) Above 16 000 kg	15 working days	16 working days

Electrical Assistant	10 working days	16 working days
Apprentice : First year's leave qualification	15 working days	16 working days
Apprentice : Subsequent years' leave qualification	20 working days	16 working days

CATEGORY	AREAS F, G & H
Master Installation Electrician	10 working days
Installation Electrician/Foreman	10 working days
Electrical Tester for single-phase	10 working days
Electrician Artisan and DAM	10 working days
Elconop 3	8 working days
Elconop 2	8 working days
Elconop 1	8 working days
Storeman	8 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :	
a) Up to 3 500 kg	8 working days
b) Above 3 500 kg up to 16 000 kg	8 working days
c) Above 16 000 kg	8 working days
Electrical Assistant	8 working days
Apprentice : First year's leave Qualification	8 working days
Apprentice : subsequent years' leave qualification	8 working days

CATEGORY	AREA L
Master Installation Electrician	20 working days
Installation Electrician/Foreman	20 working days
Electrical Tester for single-phase	20 working days
Electrician Artisan and DAM	20 working days
Elconop 3	15 working days
Elconop 2	15 working days
Elconop 1	15 working days
Storeman	15 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :	
a) Up to 3 500 kg	15 working days
b) Above 3 500 kg up to 16 000 kg	15 working days
c) Above 16 000 kg	15 working days
Electrical Assistant	10 working days
Apprentice : First year's leave Qualification	15 working days
Apprentice : subsequent years' leave	20 working days

qualification	
---------------	--

- (2) Any period of employment prior to the date of coming into operation of this Agreement shall count as part of the qualifying period in terms of sub-clause (1).
- (3) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a pro rata basis on the number of days completed in each category.
- (4) An employee shall not be entitled to receive a leave bonus in terms of this clause unless the employee has completed 200 shifts in the current leave cycle with the same employer and is in service at the time that the bonus is due and payable.
- (5) An employer shall pay an employee whose services are terminated as a result of a no fault dismissal, a pro rata leave bonus in accordance with the following formula:

$$\frac{\text{Number of completed working days with employer in present leave cycle}}{235} \times \text{leave bonus days applicable to such employee} \times \text{daily remuneration}$$

- (6) An employee who is aggrieved by the application to him of the provisions of sub-clause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
- (7) Notwithstanding the provisions of sub-clauses (3) and (4), no employee for whom wages are prescribed in this Agreement shall be entitled to a leave bonus if he has absconded or is dismissed following a fair disciplinary enquiry or who has failed to complete 235 shifts with the same employer during his first year of service: Provided that an employee who has completed 235 shifts with the same employer, but who absconds or is dismissed before his annual leave is granted to him, shall be paid the leave bonus due in terms of sub-clause (1).
- (8) An employee who absconds or is fairly dismissed and who is aggrieved by the application to him of the provisions of sub-clause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
- (9)(a) Periods of absence on account of sickness aggregating not more than 18 shifts in any one qualifying period for the leave bonus shall count for the leave bonus:

Provided that an employer shall be entitled to call upon the employee for a medical certificate as proof of cause of absence.

- (b) Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave bonus purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the leave bonus shall be the periods of disablement admitted by the said Act.

PART III

SICK BENEFIT FUND RULES FOR THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.

TABLE OF CONTENTS

CLAUSE	PAGE
1. ADMINISTRATION OF THE FUND	84
2. REGIONAL SICK BENEFIT FUND COMMITTEES	84
3. OBJECTIVE	84
4. MEMBERSHIP	84
5. CONTRIBUTIONS	85
6. BENEFITS	85
7. GENERAL PROVISIONS RELATING TO PAYMENT OF CLAIMS	85
8. PAYMENT PROCEDURES	86
9. INDEMNITY	87
10. EXCLUSIONS	87
11. EXEMPTIONS	88
12. BENEFITS NOT ALIENABLE OR EXECUTABLE	89
13. GOVERNANCE OF THE FUND	89
14. OFFICES OF THE NATIONAL BARGAINING COUNCIL	

FOR THE ELECTRICAL INDUSTRY OF S.A.

89

1. ADMINISTRATION OF THE FUND

- (1) The Fund shall be administered by the Council in accordance with the rules which it may make from time to time for those purposes ("the Rules"), and all monies of the Fund shall be administered, invested and paid out in accordance with the **Sick Benefit Fund Constitution**.
- (2) The Council hereby delegates powers to the Regional Sick Benefit Fund Committees to administer the Sick Benefit Fund in terms of the Council's Constitution.

2. REGIONAL SICK BENEFIT FUND COMMITTEES

- (1) Each Regional Sick Benefit Fund Committee shall be appointed by its respective Regional Committee of the Council, annually, in terms of the Sick Benefit Fund Constitution.

3. OBJECTIVE

The main object of the Fund is to compensate members for loss of earnings due to unemployment caused by illness and injury.

4. MEMBERSHIP

- (1) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in Part II of the Main Collective Agreement.
- (2) Membership of the Sick Fund shall terminate immediately a member ceases to be employed in the Electrical Industry or upon dissolution of the Fund.
- (3) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Collective Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement, make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 6 of the rules. Upon receipt of such application, the Council may agree to receive contributions from that employer, and the provisions of this Agreement shall thereupon mutatis mutandis apply to the employer and the employees concerned and be observed by them.

5. CONTRIBUTIONS

- (1) The total contribution payable weekly is **0.6%** of the **actual** wage of the employee. The **employer** shall contribute 0.3% to the Fund weekly and the **employee** shall contribute 0.3% to the Fund weekly. The full weekly contribution is payable irrespective of the number of days worked, including periods during which an employee is on annual leave.
- (2) The total sum of **0.6%** shall be paid to the Council by not later than the 15th day of each month in respect of the preceding month's contributions.

6. BENEFITS

Every member in respect of whom contributions have been made in terms of clause 6 shall be eligible for the following benefits set out in the table below in respect of each working day, excluding public holidays, that he is absent (owing to illness or injury) in an annual leave cycle of 365 calendar days: (Read with Clause 8).

Category of employee	Working days absent p.a.	Benefit amount
All categories as specified in the Main Collective Agreement	1 st – 10 th	100% of actual earnings
All categories as specified in the Main Collective Agreement	11 th – 30 th	60% of actual earnings
All categories as specified in the Main Collective Agreement	31 st – 130 th	33% of actual wages
Non-Scheduled employees	Same as above	Same percentages as above BUT up to maximum earnings of R30 000.00 per month.
<p>Additional Benefits: Pension\Provident Fund waiver of premiums from the 11th day onwards in an employee's annual leave pay cycle in terms of which the SBF shall pay both the employee and the employer's contributions towards the employee's pension/provident as long as the employee is unfit to return to work and remains a member of fund.</p>		

7. GENERAL PROVISIONS RELATING TO THE ADMINISTRATION OF CLAIMS

- (1) Administrative requirements for lodging of and payment of a claim:

- a. the requisite claim form accompanied by, an authentic medical certificate from the date of commencement of sick leave; regardless of the period of absence.
- b. the claimant has been declared unfit for duty and booked off for at least part of a working day (see point h below) by a registered medical practitioner/nurse.
- c. the claim must have been lodged within 90 days of the first absence from employment due to illness and/or injury;
- d. contributions must be up to date and no claim shall be accepted for periods for which contributions are in arrears;
- e. all valid claims will be paid in respect of any period of authorised absence from the commencement of employment up to a maximum of 130 days in any 365-days cycle.
- f. a claim will be paid from the date of consultation to and including the last working day immediately prior to the employee being declared fit for duty as stated on the medical practitioner's certificate.
- g. where an employee works a part of the shift on the day he is first absent, it shall count as a day of absence due to sickness, and that part of the shift, shall be paid for by the Fund.
- h. all valid claims will be paid in respect of any annual leave period in which an employee was declared unfit for duty.

8. PAYMENT PROCEDURES

- (1) In respect of the first 10 qualifying working days per annum, that the employee is absent, the employer shall pay 100% of the employee's normal wage to the employee less statutory deductions. (i.e. Pension / Provident, ECA Levies, SBF, Council Levies and tax) The employer shall claim the wages back from the Council by completing the necessary prescribed claim form, by attaching the relevant documentation and proof of payment to the employee. Both the employer and employee should complete the claim form.
- (2) for the subsequent 11 –30 qualifying days per annum, 60% of the normal wage shall be paid directly to the employee by the Fund after the necessary claim form and relevant documentation has been completed by both the employer and employee.
- (3) for the subsequent 31 –130 qualifying days per annum, 33% of the normal wage is paid directly to the employee after the necessary claim form and

relevant documentation has been completed by both the employer and employee.

- (4) Notwithstanding sub-clause 8(2) and 8(3) above, nothing precludes an employer from paying the employee the applicable percentage wage and claiming such from the Fund, provided that satisfactory proof is submitted to the Fund.

9. INDEMNITY

- (1) It shall be regarded as sufficient payment of any claim if a payment is made electronically into the bank account provided and the Sick Benefit Fund Committee shall not be held liable for any errors beyond its control. However, if the incorrect bank details of an employee were provided to the Council and the monies was paid into the incorrect bank account due to an error on the part of the employer or employee, the employer shall be liable to reimburse the employee OR the employee shall forfeit these monies (whichever is applicable).

10. EXCLUSIONS

- (1) **An employee shall not be entitled to sick fund benefits-**
- a. for more than 130 days in any 365 day cycle, calculated from the first day in respect of which the employee is entitled to sick pay.
 - b. if the employer is not up to date with the Sick Benefit Fund contributions.
 - c. if an employee is absent from work owing to an accident or disease payable under the Compensation for Occupational Injuries and Diseases Act, 1993 except in respect of any period during which no compensation is payable. ; Claims in respect of injuries on duty must be submitted to the Compensation Commissioner in terms of Clause 24 of the Main collective agreement.
 - d. if an employee's absence from work is related to the abuse of alcohol or drugs, or the illegal use of substances, is incapacitated through sickness owing to own negligence or misconduct, or attempted suicide;
 - e. if an employee fails to observe the instruction of a medical practitioner, or has in the opinion of that practitioner aggravated the condition or retarded recovery through his or her own actions;
 - f. if an employee suffers from injury for which a third party is liable to pay or does pay compensation to him;
 - g. while he or she undergoes treatment prescribed by any person other than a registered medical practitioner/nurse.
 - h. if he or she fails to provide the Regional Committee with any relevant information which it may require;
 - i. if he or she is found by the Sick Benefit Fund Committee to be fit to resume employment or to be permanently disabled, in which event he or

- she shall cease to be entitled to sick pay from a date determined by the risk benefit underwriter or an expert for this purpose; and
- j. in respect of absence from work due to pregnancy or giving birth;
 - k. if engaging in hunting, mountaineering or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from the employee's normal work;
 - l. the performance of any unlawful act.
 - m. for an injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;
 - n. at any time when the amount to the credit of the Fund drops below R500,000.00 and until such time as the amount to the credit of the Fund exceeds R100 0,000.00.
 - o. notwithstanding the aforesaid, in the event that the credit of the Fund drops below the threshold of R500,000.00, the Fund may at its discretion, immediately revoke payments and benefits **only** in respect of claims submitted for periods of 1 and 2 days. The Fund shall reinstate these benefits when the credit exceeds the threshold limit.
 - p. for claims submitted for absences for part of a day in instances of medical treatment and the claimant has not been declared unfit for duty and booked off.
 - q. If the Sick Benefit Fund Committee requires the member to undergo an independent medical examination at the cost to the fund and the member unreasonably refuses to undergo such an examination.
 - r. no Sick Fund benefits shall be payable in respect of paid public holidays specified in the Main collective agreement for the industry.
- (2) **The fund shall be entitled to recover any amount paid to any employee –**
- a. In consequence of false information furnished to the Fund by or on behalf of such employee;
 - b. If the employee fails to notify the fund timeously of any change in circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim for the employee any amount overpaid to him; and
 - c. Should a member follow any remunerative occupation with any employer during the period he is in receipt of benefits.
- (3) Employees on leaving the industry or on becoming unemployed shall immediately cease to be entitled to sick pay benefits.
- (4) An appeal against a decision not to pay a claim or part of a claim must be made in writing to the Sick Benefit Fund Committee and the decision of the National Sick Benefit Fund Committee shall be binding.

11. EXEMPTIONS

- (1) The Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.

- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Council for consideration.
- (3) All other provisions of Clause 49 –Exemptions of the Main collective agreement, shall apply in respect of exemption applications made in terms of this agreement.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided by the Fund shall not be transferable. However, the Sick Benefit Fund Committee shall be entitled to exercise its discretion in relation hereto.

13. GOVERNANCE OF THE FUND

All other provisions pertaining to the governance of the Sick Benefit Fund and its Rules are dealt with in terms of the Sick Benefit Fund Constitution.

14. OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.

1. NATIONAL OFFICE – JOHANNESBURG

9 TH FLOOR THE LIBERTY 17 WOLMARANS STREET BRAAMFONTEIN JOHANNESBURG 2001	TEL : 011/3392312
P O BOX 31402 BRAAMFONTEIN 2017	FAX : 011/3392366 011/3397112

2. JOHANNESBURG REGIONAL OFFICE

9 TH FLOOR THE LIBERTY 17 WOLMARANS STREET BRAAMFONTEIN JOHANNESBURG 2001	TEL : 011/3392312
P O BOX 31402 BRAAMFONTEIN 2017	FAX : 011/3392366 011/3397112

3. BLOEMFONTEIN REGIONAL OFFICE

74 VICTORIA ROAD SHALLOWS BLOEMFONTEIN. 9301	TEL : 051/444-5869 051/444-5984
P.O. BOX 1379 BLOEMFONTEIN. 9300	FAX : 051/4445801

4. CAPE TOWN REGIONAL OFFICE

31 COOK STREET GOODWOOD 7460 (Entrance on Vasco Boulevard)	TEL : 021/591-4784 FAX : 021/5916261
P.O. BOX 1220 PAROW. 7499	

5. KWAZULU NATAL REGIONAL OFFICE

23 LENNOX ROAD GREYVILLE DURBAN 4023	TEL : 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279
P.O BOX 47852 GREYVILLE DURBAN 4023	FAX : 031/309-1269

6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE 256 OXFORD STREET EAST LONDON 5201.	TEL :043/722 – 0120/21 FAX :043/722-0122
P.O. BOX 19852 TECOMA. 5214	

7. NELSPRUIT REGIONAL OFFICE

NO 25 SAMORA MARCHEL DRIVE SANLAM BUILDING OFFICE 201 NELSPRUIT 1200	TEL : 013/755-4262 FAX : 013/753-3089
P.O. BOX 19646 THE VILLAGE MALL, NELSPRUIT. 1200	

8. PRETORIA REGIONAL OFFICE:

286 PRETORIUS STREET C/N CENTRAL STREET CENTRAL TOWERS BUILDING OFFICE NO: 513A, 5 th FLOOR PRETORIA CENTRAL	TEL : 012/323-4251 FAX : 012/323-4250
P.O. BOX 12399 HATFIELD. 0028	

9. PORT ELIZABETH. REGIONAL OFFICE:

12 WORRAKER STREET NEWTON PARK PORT ELIZABETH. 6001	TEL : 041/363-5460 FAX : 041/363-5465
P.O. BOX 27287 GREENACRES. 6057	

10. POLOKWANE REGIONAL OFFICE

ROOM 314 PIONEER BLD 50 LANDDROS MARE STREET POLOKWANE. 0699	TEL : 015/291-4157 FAX : 015/291-4152
P.O. BOX 2478 POLOKWANE. 0700	

11. GEORGE REGIONAL OFFICE:

OFFICE 201, YORK MALL 100 YORK STREET GEORGE 6530	TEL : 044/874-5738 FAX : 044/874-5378
P.O. BOX 1952 GEORGE 6529	

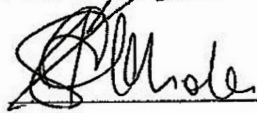
12. RUSTENBURG REGIONAL OFFICE

SUITE 2 FIRST FLOOR 128 BEYERS NAUDE RUSTENBURG. 0299	TEL : 014/592-1469 FAX : 014/592-1454
--	--

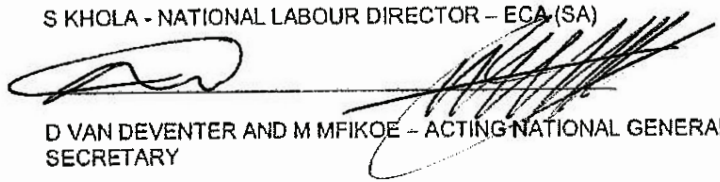
SIGNED AT BRAAMFONTEIN AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 5TH DAY OF NOVEMBER 2016.



R. MCALPINE - GENERAL SECRETARY - SAEWA



S. KHOLA - NATIONAL LABOUR DIRECTOR - ECA (SA)



D. VAN DEVENTER AND M. MFIKOE - ACTING NATIONAL GENERAL SECRETARY

#972

DEPARTMENT OF LABOUR

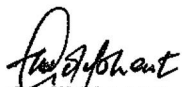
NO. R. 261

24 MARCH 2017

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA: EXTENSION OF PERIOD OF OPERATION OF THE
CONSOLIDATED COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No. R of to be effective from the date of publication of this agreement and for the period ending 31 January 2022.


M N OLIPHANT
MINISTER OF LABOUR
08/03/2017

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIKHATHI ESAKHA KABUSHA SOKUSEBENZA
KWESIVUMELWANO SABAQASHI NABASEBENZI**

Mina, **IAN ANTHONY MACUN**, uMqondisi Wezokuxoxisana kwabaqashi Nabasebenzi, ngegunya likaNgqngqoshe Wezemisebenzi, lapha ngokwesigaba-32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngelula isikhathi sokusebenza kwesivumelwano esinqunywe kwiSaziso sikaHulumeni esinguNombolo R..... womhlaka....., siyokuqala ukusebenza ngosuku lokushicilelwa kwalesi siVumelwano futhi ngesikhathi esingeziwe esiphela ngomhlaka 31 kuMasingana 2022.


M N OLIPHANT

UMQONDISI: WEZOKUXOXISANA KWABAQASHI NABASEBENZI

02/03/2017

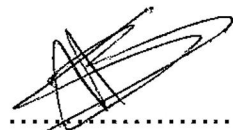
DEPARTMENT OF LABOUR

NO. R. 262

24 MARCH 2017

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO.85 OF 1993), AS
AMENDED****INCORPORATION OF HEALTH AND SAFETY STANDARDS INTO THE
PRESSURE EQUIPMENT REGULATIONS, 2009**

I, Mr Tibor Szana, appointed as the chief inspector in terms of section 27(1) of the said Act, and by virtue of the powers delegated to me by the Minister of Labour in terms of section 42(1) of the Act, after consultation with the Advisory Council for Occupational Health and Safety, hereby, under section 44 of the Occupational Health and Safety (Act No. 85 of 1993), as amended, amend the schedule in the Pressure Equipment Regulations , 2009, by replacing the current schedule with the new schedule as gazetted



.....
Tibor Szana
Chief Inspector

CONTINUES ON PAGE 130 - PART 2



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10701

Regulasiekoerant

Vol. 621

24 March
Maart 2017

No. 40713

PART 2 OF 2

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



9 771682 584003

40713



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

Schedule

1	2
American standards	
ASME Section I	Rules for construction of power boilers
ASME Section III	Rules for construction of nuclear facility components (divisions 1, 2 and 3)
ASME Section IV	Rules for construction of heating boilers
ASME Section VI	Recommended rules for the care and operation of heating boilers
ASME Section VII	Recommended guidelines for the care of power boilers
ASME Section VIII	Rules for construction of pressure vessels (divisions 1, 2 and 3)
ASME Section X	Fibre-reinforced plastic pressure vessels
ASME Section XI	Rules for in-service inspection of nuclear power plant components
ASME B31	ASME Code for pressure piping: B31.1 – Power piping B31.2 – Fuel gas piping B31.3 – Process piping B31.4 – Pipeline transportation systems for liquid hydrocarbons and other liquids B31.5 – Refrigeration piping and heat transfer components B31.8 – Gas transmission and distribution piping systems B31.8S – Managing system integrity of gas pipelines B31.9 – Building services piping B31.11 – Slurry transportation piping systems
ASME RTP-1	Reinforced thermoset plastic corrosion resistant equipment
ASME PCC-2	Repair of pressure equipment and piping
ASME PCC-3	Inspection planning using risk-based methods
ASME PVHO-1	Safety standard for pressure vessels for human occupancy
ASTM D 2774	Standard practice for underground installation of thermoplastic pressure piping
ASTM D 2996	Standard specification for filament-wound "fiberglass" pipe (glass-fibre-reinforced thermosetting resin)
ASTM D 3299	Standard specification for filament-wound glass-fiber-reinforced thermoset resin corrosion-resistant tanks
ASTM D 4097	Standard specification for contact-moulded glass-fiber-reinforced thermoset resin corrosion-resistant tanks
API	American Petroleum Institute. Standard specifications for pressure equipment (as applicable)
The Association of American Railroads Section C, Part III	Specifications for tank cars, M 1002
ANSI/ISA 84.00.01	Functional safety – Safety instrumented systems for the process industry sector
ANSI NB-23	National board inspection code
ANSI Z223.1	National fuel gas code

1	2
American standards continued	
AWWA	American water works association. as applicable
DOT 3T	Seamless steel cylinder with a minimum water capacity of 1000 pounds and a minimum service pressure of 1800 psig.
DOT 4L	Welded insulated cylinders.
TEMA rules	Tubular exchanger manufacturers association, Inc.
UL 1316	Standard for safety for glass-fiber-reinforced plastic underground storage tanks for petroleum products, alcohols and alcohol-gasoline mixtures
Australian standards	
AS 2634	Chemical plant equipment made from glass-fibre reinforced plastics (GRP) based on thermosetting resins
British standards	
BS 1113	Design and manufacture of water-tube steam generating plant (including super heaters, reheaters and steel tube economizers)
BS 4994	Specification of the design and construction of vessels and tanks in reinforced plastics
BS 5169	Fusion welded steel air receivers
BS 6464	Specification for reinforced plastics pipes, fittings and joints for process plants
BS 7159	Code of practice for design and construction of glass-reinforced plastics (GRP) piping systems for individual plants or sites
PD 5500	Specification for unfired fusion welded pressure vessels
European standards	
2010/35/EU	Council Directive 2010/35/EU 16 June 2010 on transportable pressure equipment
EN 286-1	Simple unfired pressure vessels designed to contain air or nitrogen – Part 1: Pressure vessels for general purposes
EN 303-1	Heating Boilers – Part 1: Heating boilers with forced draught burners – Terminology, general requirements, testing and marking
EN 303-2	Heating Boilers – Part 2: Heating boilers with forced draught burners – Special requirements for boilers with atomizing oil burners
EN 12493	LPG equipment and accessories – Welded steel tanks for liquefied petroleum gas (LPG) – Road tankers design and manufacture
EN 12952 (All parts)	Water-tube boilers and auxiliary installations
EN 12953 (All parts)	Shell boilers
EN 13121 (All parts)	GRP tanks and vessels for use above ground
EN 13923	Filament-wound FRP pressure vessels – Materials, design, manufacturing and testing
EN 13445	Unfired pressure vessels
EN 13458-1	Cryogenic vessels – Static vacuum insulated vessels – Part 1: Fundamental requirements
EN 13458-2	Cryogenic vessels – Static vacuum-insulated vessels – Part 2: Design, fabrication, inspection and testing
EN 13480 (All parts)	Piping
EN 13530-1	Cryogenic vessels – Large transportable vacuum insulated vessels – Part 1: Fundamental requirements
EN 13530-2	Cryogenic vessels – Large transportable vacuum insulated vessels – Part 2: Design, fabrication, inspection and testing
EN 14398-2	Cryogenic vessels – Large transportable non-vacuum insulated vessels – Part 2: Design, fabrication, inspection and testing
EN 14025	Tanks for the transport of dangerous goods – Metallic pressure tanks – Design and construction

EN 14931	Pressure vessels for human occupancy (PVHO) – Multi-place pressure chambers for hyperbaric therapy – Performance, safety requirements and testing
EN 14359	Gas Loaded accumulators for fluid power applications
EN 50052	Cast aluminium alloy enclosures for gas-filled high-voltage switchgear and control gear
CWA 15740	Risk-based inspection and maintenance procedures for industry (RIMAP)
IEC 61508	Functional Safety of electrical/electronic/programmable electronic safety-related systems – General requirements
IEC 61511 (All parts)	Functional safety – Safety instrumented systems for the process industry sector
NOTE In addition to the above mentioned health and safety standards any standard which results in pressure equipment being CE or PI marked is deemed approved.	
French standards	
RCC-M	Design and construction rules for mechanical components of PWR nuclear standards
CODAP	Code for the construction of unfired pressure vessels
German standards	
DIN 6647	Cylindrical beverage containers
Technical Rules	Technical rules for steam boilers (TRD), Dampfkr and all sections
AD-2000	Technical rules for pressure vessels (TRB), Druckbehvo and all sections
DVS 2205	Design calculations for containers and apparatus made from thermoplastics
DVS 2210-1	Plastic piping for industrial applications
ISO Standards	
ISO 4126 (All parts)	Safety devices for protection against excessive pressure
ISO 14692 (All Parts)	Petroleum and natural gas industries – Glass-reinforced plastics (GRP) piping
ISO 23251	Petroleum, petrochemical and natural gas industries – Pressure-relieving and depressuring systems
South African standards	
SANS 347	SANS 347: Categorization and conformity assessment criteria for all pressure equipment
SANS 151	Fixed electric storage water heaters
SANS 10228	Identification and classification of dangerous goods for transport
SANS 10254	Installation , maintenance , replacement and repair of fixed electric storage water heating systems
SANS 10227	SANS 10227: Criteria for the operation of inspection authorities performing inspections in terms of the Pressure Equipment Regulations
SANS 10019	SANS 10019: Transportable metal containers for compressed gas – Basic design, manufacture, use and maintenance
SANS 1475 – 1:	SANS 1475 – 1: The production of reconditioned fire-fighting equipment – Part 1: Portable and wheeled (mobile) rechargeable fire extinguishers
SANS 10087	The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial and industrial installations: Part 1: Liquefied petroleum gas installations involving gas storage containers of individual water capacity not exceeding 500 ℓ and a combined water capacity not exceeding 3 000 ℓ per installation Part 2: Installation in mobile units and small non-permanent buildings Part 3: Liquefied petroleum gas installations involving storage vessels of individual water capacity exceeding 500 ℓ Part 4: Transportation of LPG in bulk by road Part 6: The application of liquefied petroleum and compressed natural gases as engine fuels for internal combustion engines Part 7: Storage and filling sites for refillable liquefied petroleum gas (LPG) containers of capacity not exceeding 9 kg

	Part 8: The fuelling of fork-lift trucks and other LP gas operated vehicles
	Part 10: Mobile filling stations for refillable liquefied petroleum gas (LPG) containers of capacity not exceeding 9 kg.
SANS 10147	Refrigeration systems including plants associated with air-conditioning systems
SANS 1539	Appliances operating on liquefied petroleum gas – Portable and mobile appliances – Safety aspects
SANS 1237	Single-stage low-pressure regulators for liquefied petroleum gas (LPG)
SANS 329	Industrial thermal processing equipment – Safety requirements for combustion and fuel-handling systems
SANS 10105 – 1	The use and control of fire-fighting equipment – Part 1: Portable and wheeled (mobile) fire extinguishers
SANS 1910	Portable refillable fire extinguishers
SANS 1567	Portable rechargeable fire extinguishers – CO2 type extinguishers
SANS 10147	Refrigeration systems including plants associated with air-conditioning systems
SANS 1539	Appliances operating on liquefied petroleum gas – Portable and mobile appliances – Safety aspects
SANS 1237	Single-stage low-pressure regulators for liquefied petroleum gas (LPG)
SANS 1518	Transport of dangerous goods – Design, construction, testing, approval and maintenance of road vehicles and portable tanks
SANS 1668	Fibre-reinforced plastics (FRP) tanks for buried (underground) storage for petroleum products
SANS 1748 (All Parts)	Glass-fibre-reinforced thermosetting plastics (GRP) pipes
SANS 7396-1	Medical gas pipeline systems – Part 1: Pipeline systems for compressed medical gases and vacuum
SANS 10019	Transportable containers for compressed, dissolved and liquefied gases – Basic design, manufacture, use and maintenance
SANS 10252-1	Water supply and drainage to buildings – Part 1: Water supply installations for buildings
SANS 10260 (All parts)	Industrial gas pipelines
SANS 10147	Refrigerating systems including plants associated with air-conditioning systems
SANS 10377-1	Pressure vessels for human occupancy – Part 1: Hyperbaric chambers (therapeutic)

DEPARTMENT OF LABOUR

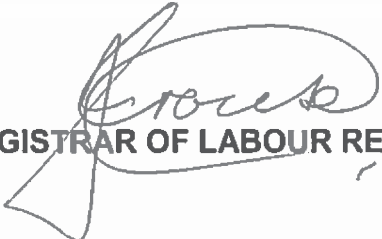
NO. R. 263

24 MARCH 2017

LABOUR RELATIONS ACT, 1995

CHANGE OF NAME OF AN EMPLOYERS' ORGANISATION

I, Johannes Theodorus Crouse, Registrar of Labour Relations, hereby notify, in terms of Section 109(2) of the Labour Relations Act, 1995, that the **Boland Meesterbouers en Verwante Bedrywe Vereniging** resolved to change its name. With effect from ...1.3..March...2017..... the employers' organisation is registered as the **Boland Master Builders and Allied Trades Association**.



REGISTRAR OF LABOUR RELATIONS

NO. R. 264

SOUTH AFRICAN REVENUE SERVICE

24 MARCH 2017

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1568)

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.



M. JONAS
DEPUTY 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
1701.12	2	-- Beet sugar	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.13	9	-- Cane sugar specified in Subheading Note 2 to this Chapter	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.14	5	-- Other cane sugar	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.91	2	-- Containing added flavouring or colouring matter	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.99	3	-- Other	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg

NO. R. 264

SUID-AFRIKAANSE INKOMSTEDIENS

24 MAART 2017

**DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1568)**

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.



**M. JONAS
ADJUNKMINISTER VAN FINANSIES**

BYLAE

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
1701.12	--	Beetsuiker	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.13	--	Rietsuiker in Subposopmerking 2 by hierdie Hoofstuk vermeld	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.14	--	Ander rietsuiker	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.91	--	Wat bygevoegde geursel of kleursel bevat	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg
1701.99	--	Ander	kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg	63,63c/kg

SOUTH AFRICAN REVENUE SERVICE

NO. R. 265

24 MARCH 2017

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 5 (NO. 5/3/111)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 5 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**M. JONAS
DEPUTY MINISTER OF FINANCE**

SCHEDULE

By the insertion of the following:

Refund Item	Tariff Heading	Code	CD	Description	Extent of Refund
536.00	00.00	04.00	04	<p>Automotive components, as defined in Note 8 to Chapter 98, on which duty has been paid and which have been supplied to a motor vehicle manufacturer for use as original equipment components, as defined in Note 3 to Chapter 98, in the manufacture of heavy vehicles as defined in rebate item 317.07 or which have been incorporated in original equipment components supplied to motor vehicle manufacturers provided:</p> <p>(i) such component manufacturer or supplier can produce proof by means of copies of the bills of materials reflecting the actual number of imported automotive components used in the manufacture of a specific original equipment component supplied;</p> <p>(ii) proof of the quantity of each original equipment component supplied to a motor vehicle manufacturer substantiated by a statement from the motor vehicle manufacturer to whom such components were supplied with specific reference to the part number, description and quantity received, is produced;</p> <p>(iii) the statement by the motor vehicle manufacturer is certified by a customs and excise officer; and</p> <p>(iv) the imported component value has been declared on a Form C1 and it can be produced on request.</p> <p>Note: 1. For the purposes of this item unless the context indicated otherwise, any expression to which a meaning has been assigned in item 317.03 has the meaning so assigned.</p>	Full duty

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 265

24 MAART 2017

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 5 (NO. 5/3/111)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 5 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.


M. JONAS
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die invoeging van die volgende:

Teruggawe Item	Tarifpos	Kode	TS	Beskrywing	Mate van Terugbetaling
536.00	00.00	04.00	04	Motorvoertuigkomponente, soos omskryf in Opmerking 8 by Hoofstuk 98, waarop reg betaal is en wat aan 'n motorvoertuigvervaardiger verskaf is vir gebruik as oorspronklike toerustingkomponente, soos omskryf in Opmerking 3 by Hoofstuk 98, in die vervaardiging van swaarvoertuie soos omskryf by kortingitem 317.07 of wat in oorspronklike toerustingkomponente geïnkorporeer is en wat aan motorvoertuigvervaardigers verskaf is, mits: (i) sodanige komponentvervaardiger of -verskaffer bewyse kan voorlê deur middel van afgedrukte van lyste van materiale wat die werklike aantal ingevoerde motorvoertuigkomponente aandui wat gebruik is in die vervaardiging van 'n spesifieke oorspronklike toerustingkomponent wat verskaf is; (ii) bewys voorgelê word van die hoeveelheid van elke oorspronklike toerustingkomponent wat aan 'n motorvoertuigvervaardiger verskaf is, gestaaf deur 'n staat van die motorvoertuigvervaardiger aan wie sodanige komponente verskaf is, met spesifieke verwysing na die onderdeelnommer, beskrywing en hoeveelheid ontvang; (iii) die verklaring deur die motorvoertuigvervaardiger deur 'n doeane- en aksynsbeampte gesertifiseer is; en (iv) die ingevoerde komponentwaarde geklaar is op 'n Vorm C1 en op versoek voorgelê kan word.	Volle reg
Opmerking: 1. Vir die doeleindes van hierdie item het enige uitdrukking waaraan 'n betekenis ingevolge item 317.03 geheg is, dieselfde betekenis, tensy dit uit die samehang anders blyk.					

NO. R. 266

SOUTH AFRICAN REVENUE SERVICE

24 MARCH 2017

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 3 (NO. 3/17/22)**

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.



**M. JONAS
DEPUTY MINISTER OF FINANCE**

SCHEDULE

By the insertion of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
317.06	00.00	06.00	07	<p>Automotive components for use in the manufacture of original equipment components as defined in Chapter 98 of Schedule No. 1 for supply to a heavy vehicle manufacturer registered under rebate item 317.07, imported by component manufacturers approved by the International Trade Administration Commission.</p> <p>Provided that-</p> <p>(i) such component manufacturer shall submit a quarterly return to the Controller regarding all goods entered under this rebate item together with a schedule supported by copies of bills of material reflecting the actual number of automotive components used in the manufacture of a specific original equipment component and the actual number of original equipment components manufactured as well as the quantity of each original equipment component supplied to motor vehicle manufacturers;</p> <p>(ii) the quarterly return shall be substantiated by statements from motor vehicle manufacturers to whom such components were supplied with specific reference to the part numbers, description and quantity received in respect of each part number during the same period; and</p> <p>(iii) the statements by the motor vehicle manufacturers are certified by a customs and excise officer.</p> <p>NOTE: 1. For the purposes of this item unless the context indicates otherwise, any expression to which a meaning has been assigned in item 317.03 has the meaning so assigned.</p>	Full duty

NO. R. 266

24 MAART 2017

**DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 3 (NO. 3/1722)**

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.



M. JONAS
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die invoeging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
317.06	00.00	06.00	07	<p>Motorvoertuigkomponente vir gebruik in die vervaardiging van oorspronklike toerustingkomponente soos omskryf in Hoofstuk 98 van Bylae No. 1 vir verskaffing aan 'n swaarvoertuigvervaardiger wat onder kortingitem 317.07 geregistreer is, ingevoer deur komponentvervaardigers, goedgekeur deur die Internasionale Handelsadministrasiekommissie.</p> <p>Met dien verstande dat -</p> <p>(i) sodanige komponentvervaardiger 'n kwartaalike opgawe aan die Kontroleur vooraf ten opsigte van alle goedere wat onder hierdie kortingitem geklaar is, tesame met 'n skedule gestaaf deur afskrifte van 'n lys van komponente wat die werklike aantal motorvoertuigkomponente wat in die vervaardiging van 'n spesifieke oorspronklike toerusting komponent gebruik is, aandui en die werklike aantal oorspronklike toerusting komponente wat vervaardig is asook die hoeveelheid van elke oorspronklike toerusting komponente wat aan 'n motorvoertuigvervaardiger verskat is;</p> <p>(ii) die kwartaalike opgawe moet gestaaf word deur verklarings van motorvoertuigvervaardigers aan wie sodanige komponente verskat is, met spesifieke verwysing na die onderdeelnommers, beskrywing en hoeveelheid ontvang ten opsigte van elke onderdeelnommer gedurende dieselfde tydperk; en</p> <p>(iii) die verklarings deur die motorvoertuigvervaardigers gesertifiseer is deur 'n doeane- en aksynsbeampte.</p> <p>OPMERKING: 1. Vir doeleindes van hierdie item het enige uitdrukking waaraan 'n betekenis ingevolge item 317.03 geheg is, dieselfde betekenis, tensy dit uit die samehang anders blyk.</p>	Volle reg

DEPARTMENT OF WATER AND SANITATION

NO. R. 267

24 MARCH 2017

NATIONAL WATER ACT, 1998

**REGULATIONS REGARDING THE PROCEDURAL REQUIREMENTS FOR WATER USE
LICENCE APPLICATIONS AND APPEALS**

The Minister of Water and Sanitation has, under section 26(1)(k) and 41(6) of the National Water Act, 1998 (Act No. 36 of 1998), as amended, made the Regulations in the Schedule.

SCHEDULE

INTERPRETATION AND DEFINITIONS

1. Interpretation and definitions

APPLICATION OF WATER USE LICENCE

2. Purpose
3. Application for a water use licence
4. Application for an integrated water use licence
5. Pre-application enquiry meeting
6. Submission of a water use licence application
7. Multiple water use licence application

PROCESSING OF WATER USE LICENCE APPLICATION

8. Evaluation of application prior to acceptance
9. Compliance of an application with formal requirements

SITE INSPECTION MEETING AND SUBMISSION OF A TECHNICAL REPORT ON WATER USE LICENCE APPLICATION

10. Site inspection
11. Submission of a technical report on water use licence application
12. Assessment of a technical report on water use licence application

CONSIDERATION OF AND DECISION ON A WATER USE LICENCE APPLICATION

13. Consideration of and decision on a water use licence application
14. Security by applicant
15. Surrender of water use entitlement to facilitate licence application
16. Application for renewal or amendment of water use licence

PUBLIC PARTICIPATION

17. Procedure for public participation
18. Register for interested and affected parties
19. Public Participation Report

GENERAL MATTERS

20. Offences

APPEALS

21. Appeals in terms of section 41(6) of the Act
22. Submission of appeal to Minister
23. Decision on appeal
24. Short title and commencement

ANNEXURES

ANNEXURE A: Summary of timeframes for receiving and steps in processing of a water use licence application

ANNEXURE B: Forms and reports to be completed in respect of a particular water use application

ANNEXURE C: Checklist for evaluation of application prior to acceptance

ANNEXURE D: Table of contents of Technical Reports for minimum information requirements to be submitted

WATER USE TECHNICAL REPORTS:

- 1 Wastewater treatment for water treatment plants
- 2 Agricultural technical report or business plan
- 3 Stream flow reduction activity
- 4 Integrated water and wastewater management plan
- 5 Geohydrology
- 6 Wetland delineation

- 7 Mine closure/ rehabilitation plan
- 8 Public participation
9. Civil design minimum information requirements

ANNEXURE E: Security and guarantee

ANNEXURE F: Notice on intent to appeal form

ANNEXURE G: Water use audit report

ANNEXURE H: Civil Design Drawings

CHAPTER 1

1. Definitions and Interpretation

1.1 In these Regulations, any other word or expression to which a meaning has been assigned in the Act shall have that meaning assigned to it in the Act, and unless the context requires otherwise –

- (a) **"applicant"** means a person or a representative of that person who makes an application for a water use licence in terms of the Act;
- (b) **"application"** means an application for a water use licence in terms of the Act;
- (c) **"cumulative impact"** in relation to a water use, means the impact of a water use that in itself may not be significant, but may become significant when added to an existing and potential impacts eventuating from similar or diverse water use activities or undertakings in the area;
- (d) **"days"** means calendar days, subject to sub-regulation 1(4) of this Regulations;
- (e) **"Environmental Management Plan"** means a plan contemplated in section 1 of the National Environmental Management Act, 1998 (Act 107 of 1998);
- (f) **"multiple water use licence application"** means a water use licence application with more than one water uses that are interlinked, provided the application belongs to one person and the water uses are exercised by that person;
- (g) **"Pre-application enquiry meeting"** means a process referred to in regulation 5;
- (h) **"prospecting"** has the meaning assigned to it in the Mineral and Petroleum Resources Development Act, 2002;
- (i) **"receipt"** means receipt on the date indicated-

- (i) on a receipt form if the application or document was hand delivered or sent via registered mail;
 - (ii) in an automated or computer generated acknowledgment of receipt;
 - (iii) on an acknowledgement in writing from the responsible authority as the date of receipt if the application or document was sent via ordinary mail; or
 - (iv) on an automated or computer generated proof of transmission in the case of a facsimile message.
- (j) **“responsible authority”** means the responsible authority contemplated in section 1 of the Act;
- (k) **“sector”** include mining, industry, agriculture, forestry, infrastructure and local government developments;
- (l) **“state department”** means any department or administration in the national or provincial sphere of government exercising functions that involve the management of the environment;
- (m) **“the Act”** means the National Water Act, 1998 (Act No. 36 of 1998), as amended;
- (n) **“timeframes”** means the period within which a particular response, decision or other step in the process must be concluded in terms of these Regulations;
- (o) **“water use”** means water use as contemplated in section 21 of the Act; and
- (p) **“water use licence application technical report”** includes water use registration forms, public participation report, and specialist studies.

1.2 When a period of days must, in terms of these Regulations, be reckoned from or after a particular day, that period must be reckoned as from the start of the day following that particular day to the end of the last day of the period, but if the last day of the period falls on a Saturday, Sunday or public holiday, that period must be extended to the end of the next day which is not a Saturday, Sunday or public Holiday.

- 1.3 For any action contemplated in terms of these Regulations for which a timeframe is prescribed, the period of 15 December to 5 January must be excluded in the reckoning of days.
- 1.4 Where a prescribed timeframe is affected by public holiday, the timeframe must be extended by the number of days falling within that timeframe.

Purpose of Regulations

2. The purpose of these Regulations is to prescribe the procedure and requirements for water use licence applications as contemplated in sections 41 of the Act; as well as an appeal in terms of section 41(6) of the Act.

APPLICATION FOR WATER USE LICENCE

Application for water use licence

3. (1) An applicant for a water use licence must make such an application to a responsible authority, as prescribed in these Regulations.
- (2) In the case where an application is made by a representative, such an application must be accompanied by a letter authorising a representative to act on behalf of that person.
- (3) A responsible authority must keep a register and copies of all -
- (a) applications for water use licence made in terms of these Regulations; and
 - (b) decisions made in respect of water use licence applications.
- (4) Where a national electronic system is used for the recording of applications for water use authorisation, the responsible authority shall use such system to keep the records referred to in sub-regulation (3)(a) and (b).
- (5) When a national electronic system is used for the submission of applications for water use licence, such system must be used by all applicants.
- (6) The process of water use licence application, consideration and decision shall be undertaken within a period of 300 days of submitting such application.

Application for integrated water use licence

4. (1) For a water use licence application contemplated in section 41(5)(a) of the Act, the applicant must submit a written proof of acceptance of an application for a permit or rights issued by the Department of Mineral Resources, within a period of 5 days from date of issuance of such letter.

(2) The responsible authority shall only consider a water use licence application contemplated in sub-regulation (1), upon receipt of a letter contemplated in that sub-regulation, and any other relevant documents required in terms of these Regulations.

Pre-application enquiry meeting

5. (1) The applicant must undertake a pre-application enquiry meeting with the responsible authority prior to submission of an application.

(2) During the pre-application enquiry meeting contemplated in subregulation (1) the responsible authority must advise the applicant on the procedural requirements and required documents for a water use licence, the type of a water use licence required, the information required, and the technical report for the proposed water use licence.

(3) The applicant can submit his or her application at any time after the pre-application enquiry meeting.

Submission of the application

6. (1) An application contemplated in these Regulations must be made in accordance with the provisions of sections 40 and 41 of the Act.

(2) Applications shall be submitted in the relevant form listed in Annexure B of these Regulations.

(3) The application shall be accompanied by relevant documents of a particular water use application, as listed in Annexure B or any other such documents as may be required by the responsible authority during or after a meeting contemplated in regulation 5.

(4) Upon receipt of an application, the responsible authority must issue the applicant with a receipt as proof of application.

Multiple water use licence application

7. (1) If an applicant intends applying for a multiple water use licence within the same catchment area, the responsible authority may consolidate the water use applications into one.

(2) If the responsible authority has consolidated an application in terms of sub-regulation (1), the responsible authority must apply the provisions of section 27 of the Act in respect of each water use applied for.

PROCESSING OF WATER USE LICENCE APPLICATION

Evaluation of application prior to acceptance

8. Upon receipt of an application, the responsible authority must evaluate whether the application-

(a) is properly completed and accompanied by relevant documents contemplated in Regulation 6(3); and

(b) has taken into account any minimum information required for the application, and instructions or guidance provided by the responsible authority to the applicant.

Compliance of an application with formal requirements

9. (1) The responsible authority must, in writing, and within 10 days of receipt of an application contemplated in regulations 6 -

(a) accept the application; or

(b) reject the application.

(2) Rejection letter of an application contemplated in sub-regulation (1)(b) must provide adequate reasons for the rejection.

(3) If the application is rejected as contemplated in sub-regulation (1)(b), the responsible authority will have no obligation to consider that application any further.

SITE INSPECTION MEETING AND SUBMISSION OF TECHNICAL REPORT ON WATER USE LICENCE APPLICATION

Site inspection

10. (1) Where an application necessitates a site inspection, the applicant must, within 5 days of receipt of an acceptance letter contemplated in regulation 9, confirm arrangements for site inspection with a case officer.

(2) The site inspection can take the form of:

(a) a meeting between the applicant and the responsible authority; or

(b) a meeting between the applicant, the responsible authority and other relevant stakeholders.

(3) Following the site inspection, the responsible authority shall inform the applicant, in writing, of the information required to compile a technical report for a water use licence application within 5 days of the site inspection.

(4) The site inspection process must be concluded within a period of 30 days of acceptance of an application contemplated in regulation 9.

(5) Failure by the applicant to confirm a date for site inspection and to make himself or herself available on agreed date will result in the responsible authority rejecting the application.

Submission of technical report on water use licence application

11. (1) The applicant must, within a period of 105 days of the date of being informed of the required information for compilation of a technical report on water use licence application, as contemplated in regulation 10(3), submit such a report to the responsible authority, including any relevant specialists reports as set out in Annexure D.

(2) Failure to submit the required water use licence application technical report within the stipulated timeframe will result in the rejection of the application.

(3) Where the application is rejected under sub-regulation (2) the responsible authority must notify the applicant and any other interested and relevant institutions.

Assessment of technical report on water use licence application

12. (1) The technical report on water use licence application shall be subjected to an evaluation to check whether it meets formal requirements of these Regulations

(2) The responsible authority must, within 10 days of receipt of the technical report on water use licence application -

(a) accept the technical report on water use licence application, if the report meets the formal requirements of these Regulations; or

(b) reject the application in writing, if the report does not meet the formal requirements of these Regulations.

(3) The written rejection contemplated in sub-regulation (2)(b) must state reasons thereof.

(4) If the technical report on water use licence application meets the requirements of these Regulations the responsible authority shall proceed with the technical assessment which shall be finalized within 139 days.

(5) The responsible authority may request written comments from relevant competent authorities or state departments before making a decision on water use licence applications.

(6) The responsible authority may invite the applicant to present his or her specialist reports.

CONSIDERATION OF AND DECISION ON AN APPLICATION

Consideration of and decision on a water use licence application

13. A water use licence application shall be considered and finalized within 144 days from the date of acceptance of the technical report on water use licence, and in accordance with the processes stipulated in Annexure A.

Security by applicant

14. (1) The applicant who is required to provide a security in respect of a particular water use licence application must complete and submit to the responsible authority Annexure E.

(2) The security is to specify coverage of individual items as well as the operation of the whole system.

(3) The security shall be valid for a period of at least 5 years after water use licence activities have lapsed.

Surrender of water use entitlement to facilitate licence application

15. The provisions of these Regulations are applicable to a water use licence application made as a result of the surrender contemplated in section 25(2) of the Act.

Application for renewal or amendment of water use licence

16. (1) The consideration for an application for renewal or amendment of a water use licence must be done in accordance with the provisions of sections 50 and 52 of the Act.

(2) Any other amendment which is of such an extent that it will have the effect of a new licence shall be subjected to the procedure and timeframes stipulated in these Regulations.

PUBLIC PARTICIPATION

Procedure for public participation

17. (1) A procedure for public participation must be conducted as contemplated in section 41(4) of the Act, as part of the water use licence application process.

(2) Where a public participation process has already been undertaken through the Environment Impact Assessment processes or any other public consultation process, and that public participation process contains and covers all issues pertaining to water use activities, then that public participation process report may, subject to approval by the responsible authority, be submitted for the requirements of the water use licence application.

(3) Notice of the application must be provided to interested and affected parties by:

(a) fixing a written notice board at a visible and accessible place to the public at the boundary or on the fence of:

(i) the site where the water use activity to which the application relates is or is to be undertaken; or

(ii) any alternative site mentioned in the application.

(b) giving written notice to:

(i) the owner or person in control of that land, if the applicant is not the owner or person in control of that land;

(ii) the occupiers of the site where the water use is or is to be undertaken or an alternative site where the water use is to be undertaken;

(iii) owners and occupiers of land adjacent to the site where the water use is or is to be undertaken or an alternative site where the water use is to be undertaken;

(iv) the municipal councillor of the ward in which the water use is or is to be undertaken or an alternative site where the water use is to be undertaken and any organization of ratepayers that represent the community in the area;

(v) any organ of state having jurisdiction in respect of any aspect of the water use activity,

(vi) any person who has submitted a valid land claim in respect of the area in which the water use activity will be conducted; or

(vii) any other interested and affected party as required by the responsible authority.

(c) placing an advertisement in –

(i) one local newspaper, or

(ii) any official Gazette that is published specifically for the purpose of providing public notice of applications or other submissions made in terms of these regulations.

(d) placing an advertisement in at least one provincial newspaper or national newspaper, if the water use has or may have an impact that extends beyond the boundaries of the metropolitan or local municipality in which it is undertaken; provided that this paragraph need not be complied with in an advertisement has been placed in an official Gazette referred to in sub-regulation (3)(c)(ii); and

(e) using reasonable alternative methods, as agreed to by the responsible authority, in those instances where a person is desirous of but is unable to participate in the process due to –

(i) illiteracy, or

(ii) disability.

(4) A notice, notice board or advertisement referred to in sub-regulation (3) must –

(a) give adequate details of the application which is subject to public participation; and

(b) state the following –

(i) that the application has been submitted to the responsible authority in terms of these

Regulations as the case may be;

(ii) the nature and locality of the water uses to which the application refers;

(iii) the water uses;

(iv) where further information on the application or water uses may be obtained;

(v) the manner in which and the person to whom representations in respect of the application can be made;

(vi) a specified date, no more than 60 days after the last publication of a notice, before which written comments or objection may be lodged; and

- (vii) an address to which written objections may be lodged.
- (5) A notice board referred to in sub-regulation (3) must, -
- (a) be of a size at least 60 cm by 42 cm; and
 - (b) display the required information in a fontsize of not less than 48.

Register of interested and affected parties

18. The applicant must open and maintain a register which contains the names and contact details and addresses of all persons referred to in regulation 17(3)(b), who took part in the public participation process, during the period the water use licence application was being considered and two years after the licence is granted.

Public Participation Report

19. (1) The applicant must compile and submit a public participation report to the responsible authority containing the following –

- (a) written comments or objections of interested and affected parties;
- (b) records of meetings; and
- (c) register of interested and affected parties as contemplated in regulation 18.

(2) Where a person is desirous but unable to access written comments as contemplated in sub-regulation (1) due to –

- (a) illiteracy; or
- (b) disability,

reasonable alternative methods of recording comments must be provided for.

GENERAL MATTERS

Offences

20. (1) A person is guilty of an offence, if that person-
- (a) wilfully and knowingly provides an incorrect or misleading information in his or her application; or
 - (b) wilfully and knowingly omits information that may have an influence on the outcome of a decision of a responsible authority

(2) A person found guilty in terms of these Regulations is liable to the penalties as contemplated in section 69(2) of the Act.

APPEALS

Appeals arising out of the integrated water use licence applications

21. (1) An applicant or a person who objected to an application and who is aggrieved by a decision of the responsible authority on a water use licence application, arising out of the integrated process contemplated in section 41(5) of the Act may lodge an appeal to the Minister, as contemplated in Regulation 22.

(2) Any appeal other than an appeal contemplated in sub-regulation (1) must be lodged and dealt with in accordance with section 148 of the Act.

Submission of appeal to Minister

22. (1) A person contemplated in regulation 21(1) must submit a notice of intention to appeal in accordance with Annexure F, to the Minister, within 30 days of becoming aware of the decision or of being provided with reasons for the decision.

(2) The Minister, may, in writing, and on good cause shown, extend the period within which a notice of intention to appeal must be submitted.

Decision on appeal

23. (1) A decision on an appeal to the Minister in terms of these Regulations will be made without any appearance by the appellant before the Minister.

(2) The Minister must, after receipt of appropriate information make and communicate a decision contemplated in sub-regulation (1) within 90 days of receiving the appeal.

(3) A decision contemplated in sub-regulation (1) must be accompanied by the reasons thereof.

Short title and commencement

24. These Regulations are called the Water Use Licence Application and Appeals Regulations, 2017, and take effect on the date of publication in the Gazette by the Minister.

ANNEXURE A

Summary of timeframes for receiving and steps in processing of a water use licence application

Regulation	Steps in processing of water use licence applications	Maximum Days allocated	Cumulative days	Responsible Applicant / Responsible authority
0	Pre-application enquiry	0	0	Responsible Applicant /
1	Application submitted	1	1	Applicant
2	Responsible authority acknowledges receipt of the application	10	11	Responsible authority
3	Applicant confirms arrangements for site inspection with an allocated case officer	5	16	Applicant
4	Site inspection to confirm water uses, determine information requirements and the need for public participation	20	36	Responsible authority / Applicant
5.	Confirm requirements for water use licence application technical report based on site visit and meeting	5	41	Responsible Authority
6	Compilation, consultation and submission of water use licence application technical report by applicant	105	146	Applicant
7	Reject / Accept water use licence application technical report	10	156	Responsible authority
8	Assessment	139	295	Responsible authority / Applicant
8	Decision and communication to applicant	5	300	Responsible authority

ANNEXURE B

Forms and reports to be completed in respect of particular water use application

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
1	DW755	Application for water use licence		<ul style="list-style-type: none"> • Certified Copy of Identity Document (of the Representative and/or an Applicant), • Certified Copy of Business Registration Certificate (if applicant is a Company) • Certified Copy of Title Deeds Document and/or Permission to Occupy. • Certified Copy of Letter of Authority/Power of Attorney to sign on behalf of the Prospective Water User. • Proof of Payment of Water Licensing Fee, • Certified Copy of BBBEE certificate, Master Layout Plan (optional)
1	DW756/769	An Individual Allows "Individual" related water users to provide information about their contact details and Water Management Area of where their water use takes place.		
2	DW757/770	A Water Services Provider Allows "Water Services Provider" related water users to provide information about their contact details & Water Management Area		

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
3	DW758/771	<p>of where their water use takes place.</p> <p>A Company, Business or Partnership--National or Provincial Government</p> <p>Allows "Company, Business or Partnership--National or Provincial Government" related water users to provide information about their contact details & Water Management Area of where their water use takes place.</p>		
4	DW759/772	<p>Water Users Association--Including: Irrigation Boards, Subterranean Water Control Boards, Water Boards for Stock Watering, Settlement Boards, Water Conservation Boards</p> <p>Allows "Water Use Association-Including: Irrigation Boards, Subterranean Water Control Boards, Water Boards for Stock Watering, Settlement Boards, Water Conservation Boards" related water users to provide information about their contact details & Water Management Area of where their water use takes place.</p>		
5	DW760/773	<p>Section 21(a) of the National Water Act: Taking water from a water resource</p> <p>This form allows the applicant to provide information about their water use in respect of;</p> <ul style="list-style-type: none"> ▪ Pumping of water from a dam or river, or from a borehole. 	<p>Relevant to sector:</p> <ul style="list-style-type: none"> ▪ Agriculture: Irrigation (form DW787) ▪ Industrial (form DW788) ▪ Mining (form DW788) ▪ Power Generation (form DW788) ▪ Water Supply Service (form DW789) 	<p>Submit with supporting appendices:</p> <ul style="list-style-type: none"> • Agriculture Business Plan – if the purpose of taking of water from a water resource is for irrigation or animal production • Aide Memoir – if the purpose of taking of water from a water resource is to treat it in a water treatment works

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
			<p>If "Pump" is selected as a method of abstraction –</p> <ul style="list-style-type: none"> ▪ complete Form DW784) 	<ul style="list-style-type: none"> • Integrated Water and Wastewater Management Plan (IWWMP) – if the purpose of taking of water from a water resource is for industry or mining use
6	DW762/774	<p>Section 21(b) of the National Water Act: Storing water</p> <p>This form allows the applicant to provide information about their water use in respect of</p> <ul style="list-style-type: none"> ▪ Water that is stored in a dam, reservoir or other impoundment. The storage dam can be in a watercourse, or off channel. Commonly the stored water is from natural runoff or river water. ▪ Weirs built on rivers may also store water, unless there is an outlet for drainage under low flow conditions. ▪ These structures must comply with the Dam Safety Regulations. 	<p>Complete the following if the purpose of the dam is for:</p> <ul style="list-style-type: none"> ▪ Agriculture: Irrigation (complete form DW787 ▪ Mining (form DW788) ▪ Water Supply Service (form DW789) <p>Complete form DW790 in the following two cases:</p> <ul style="list-style-type: none"> ▪ A proposed dam which has not yet been classified, or ▪ An existing dam which will be enlarged by increasing the gross storage capacity, dam classification must take place before the licence application. In these 	<p>Submit with supporting appendices:</p> <ul style="list-style-type: none"> • Water storage facility design report (Dam/ Pollution control dam /Return water dam) together with; • Agriculture Business Plan – if the purpose of storing water is for irrigation or animal production • Aide Memoir – if the purpose of storing water is to treat for potable consumption in a water treatment works • Integrated Water and Wastewater Management Plan (IWWMP) – if the purpose of storing water is for industry or mining use;

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
7	DW763/775	<p>Section 21(c) of the National Water Act: Impeding or diverting the flow of water in a watercourse</p> <p>This form allows the applicant to provide information about their water use in respect of</p> <ul style="list-style-type: none"> ▪ Impeding or diverting flow does not cause any loss in flow. ▪ Impeding or diverting structures can fully or partially extend into a river, forcing the natural flow direction to be re-directed around the structure. ▪ Impeding or diverting can be temporary, during construction of a road bridge for example. It can also be permanent, such as the building of a low water bridge across a river where the flow is permanently impeded as it moves under the bridge. ▪ Gauging weirs are an example of impedance if under low flow conditions there is no storage behind the weir. If there is water retained in the weir, then the water use is considered to be "storing water" and "impeding or diverting flow". 	<p>cases, complete only parts 1, 2, 3, and 4 of this form, and</p> <ul style="list-style-type: none"> ▪ Complete form DW793 (Dam Classification). <p>Also complete DW781/775: Supplementary Water Use Information Form for Section 21(c) and (i) Water Uses.</p>	<ul style="list-style-type: none"> • Power generation business plan - if the purpose of storing water is for power generation; <p>Submit the following "technical reports" with supporting appendices:</p> <ul style="list-style-type: none"> • Wetland delineation report
8	DW764/776	<p>Section 21(d) of the National Water Act: Engaging in a stream flow reduction activity</p>		<p>Submit the following "technical reports" with supporting appendices:</p>

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
		<p>This form allows the applicant to provide information about their water use in respect of</p> <ul style="list-style-type: none"> ▪ Commercial afforestation as is currently the only activity declared to be a stream flow reduction activity. 		<p>Stream flow reduction activity business plan</p>
9	DW768/781	<p>Section 21(i) of the National Water Act: Altering the bed, banks or characteristics of a watercourse</p> <p>This form allows the applicant to provide information about their water use in respect of</p> <ul style="list-style-type: none"> ▪ Physical changes that are made to a water course, for example to widen or straighten the channel of a river. ▪ Alteration of the bed and banks is usually needed for construction and infrastructure development near or across a river. Sand mining is another common example of this water use. ▪ Alteration of the course of a watercourse refers to the diversion of the water course. The river channel is usually reconstructed or replaced with a canal which may extend for several kilometres from the original course. 	<p>Also complete DW781/775: Supplementary Water Use Information Form for Section 21(c) and (i) Water Uses</p>	<p>Submit the following "technical reports" with supporting appendices:</p> <ul style="list-style-type: none"> • Wetland delineation report
10	DW805/782	<p>Section 21(j) of the National Water Act: Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people</p>		<p>Submit the following "technical reports" with supporting appendices if the purpose of Removing, discharging or disposing of water</p>

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
		<p>This form allows the applicant to provide information about their water use in respect of when water must be removed for efficiency or safety reasons. An example of this use is to ensure safety in underground mining. Many construction sites also require underground water to be removed. This water use does NOT apply to the taking of water referred to in 21(a) above.</p>		<p>found underground if it is necessary for the efficient continuation of an activity or for the safety of people is for:</p> <ul style="list-style-type: none"> • Civil Design Report – Water storage facility design report (Dam/ Pollution control dam /Return water dam) together with; • Aide Memoir – if the purpose of storing water is to treat for potable consumption in a water treatment works • Integrated Water and Wastewater Management Plan (IWWMP) – if the purpose of storing water is for industry or mining use; • Power generation business plan - if the purpose of storing water is for power generation
11	DW806/783	Section 21(k) of the National Water Act: Using water for recreational purposes		

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
		This form allows the applicant to provide information about their water use in respect of organised water sports, fishing competitions, floating restaurants etc.		
12	DW765	<p>Section 21(e) of the National Water Act: Engaging in a controlled activity in terms of section 37 or 38 of the NWA</p> <p>Irrigation of any land with waste or water containing waste generated through any industrial activity or by a waterwork</p> <p>Currently, the following are controlled activities:</p> <ul style="list-style-type: none"> ▪ irrigating with waste water; ▪ modification of atmospheric precipitation (cloud seeding); ▪ power generation which alters the flow regime of a water resource; and intentional recharge of underground water with waste water. ▪ A common controlled activity is irrigation with wastewater, typically from a water treatment works. This can be a productive use of water if a crop is grown with the wastewater ▪ Hydrological fracturing, unconventional gas 		<p>Submit the following "technical reports" with supporting appendices if the purpose of Engaging in a controlled activity in terms of section 37 or 38 of the NWA is for:</p> <ul style="list-style-type: none"> • Aide Memoir – if the purpose is irrigation of any land with waste or water containing waste generated through any industrial activity is for wastewater treatment works • Integrated Water and Wastewater Management Plan (IWWMP) – if the purpose of Irrigation of any land with waste or water containing waste generated through any industrial activity or by a waterwork is for industry or mining use; • Power generation business plan

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
13	DW766	<p>Section 21(f) of the National Water Act: Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduit</p> <p>This water use entails the discharge of waste or wastewater directly into a water resource.</p> <ul style="list-style-type: none"> ▪ Common examples of this water use are waste released into a river or dam at a discharge point such as waste water from factories, or partially treated wastewater from treatment plants. ▪ Waste discharged into a municipal sewer is NOT included in this water use; however, the waste discharged by the municipal treatment works into a water resource IS an example of this water use. 		<p>- if the purpose of Irrigation of any land with waste or water containing waste generated through any industrial activity or by a waterwork is for power generation;</p> <ul style="list-style-type: none"> • Geohydrological report – if the controlled activity is intentional recharging of an aquifer with any waste or water containing waste <p>Submit the following “technical reports” with supporting appendices if the purpose of Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduits for:</p> <ul style="list-style-type: none"> • Civil Design Report – Water storage facility design report (Dam/ Pollution control dam /Return water dam) together with; • Aide Memoir – if the purpose is for discharging waste or water after treatment in a water works

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
				<ul style="list-style-type: none"> • Integrated Water and Wastewater Management Plan (IWWMP) – if the purpose is for discharging waste or water after treatment in a water works from industry or mining use; • Power generation business plan - if the purpose is for discharging waste or water after treatment in a water works power generation; • Geohydrological report – if the purpose is for discharging waste or water after treatment in a water works affects groundwater.
14	DW767	<p>Section 21(g) of the National Water Act: Disposing of waste in a manner which may detrimentally impact on a water resource</p> <ul style="list-style-type: none"> ▪ This is typically disposal that takes place into on-site facilities such as french drains, conservancy tanks, pit latrines and soak-aways. Another example of this water use is disposal into wastewater treatment systems, such as oxidation ponds that do not have an outlet into a water resource. If the oxidation pond has an outflow into a river or dam, it is defined 		<p>Submit the following “technical reports” with supporting appendices if the purpose of Disposing of waste in a manner which may detrimentally impact on a water resource is for:</p> <ul style="list-style-type: none"> • Civil Design Report – Water storage facility design report (Dam/ Pollution control dam

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
		<p>as water use 21(f) above for discharging waste water into a water resource. Evaporation dams are a further common example of this water use.</p>		<p>/Return water dam) together with;</p> <ul style="list-style-type: none"> • Aide Memoir – if the purpose is for disposing is treatment in a water works • Integrated Water and Wastewater Management Plan (IWWMP) – – if the purpose is for disposing waste or water after treatment in a water works from industry or mining use; • Power generation business plan - if the purpose is for disposing waste or water after treatment in a water works power generation; • Geohydrological report – if the purpose is for discharging waste or water after treatment in a water works affects groundwater.
15	DW780	<p>Section 21(h) of the National Water Act: Disposing in any manner of water which contains waste from, or which has been heated in, any industrial or power generation process</p> <ul style="list-style-type: none"> ▪ This water use refers specifically to the temperature of the 		<p>Submit the following “technical reports” with supporting appendices if the purpose of Disposing in any manner of</p>

No.	Form Name	Complete this form if you are applying as and for;	Supplementary forms (submit with application)	Supporting technical information to be provided with the technical report
		wastewater which may have a significant effect on the environment. This water use also refers to discharges to the marine environment (sea, surf-zone).		water which contains waste from, or which has been heated in, any industrial or power generation process is for <ul style="list-style-type: none"> • Power generation business plan - if the purpose is for;
16	DW901	Details of Property where water use occurs		
17	DW902	Details of Property Owner		
18	DW775	Supplementary Water Use Information Form for Section 21(c) and (i) Water Uses.		
19	DW784	Taking water from a water resource - Pump technical data		
20	DW786	Taking water from a water resource - Canal technical data		
21	DW787	Taking water from a water resource - Irrigation field and crop information		
22	DW788	Taking water from a water resource - Power generation, industrial or mining use.		
23	DW789I	Taking water from a water resource - Domestic, Urban, Commercial or Industrial use.		
24	DW790	Storing water- Dam and basin technical data		
25	DW793	Storing water- Dam Classification		

Annexure C

Application Checklist

General Required Information			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
Proof of Payment of Licence Application Processing Fee (<i>Compulsory</i>)				
Copy of Identity Document of Applicant and Proponent (if applicable)(<i>Compulsory</i>)				
Copy of Company Registration Certificate (<i>Compulsory</i>)				
Copy of Trust Registration Certificate (<i>Compulsory</i>)				
Letter of Authorisation for Companies, Trusts or Legal Entities (<i>Compulsory</i>)				
Letter of Authority or Power of Attorney to Apply on behalf of Applicant				
Copy of BBBEE Certificate				
Letter of Consent if the Applicant is not the Property Owner (<i>Compulsory</i>)				
*Applicant Information Form: Individual (DW 756 / 769)				
*Applicant Information Form: Water Service Provider (DW 757 / 770)				
*Applicant Information Form: Company, Partnership, Government (DW 758 / 771)				
*Applicant Information Form: Water User Association (DW 759 / 772)				
¹ Property Details Form (DW 901)				
Property Owner Details (DW 902)				
Permission to Occupy (PTO) , Title Deed, Lease Agreement, Community Resolution				
A description of the location of the activity, including (aa) the 21 digit Surveyor General code of each cadastral land parcel, (bb) where available, the physical address or farm name, (cc) where the required information in sub-regulation (aa) and (bb) is not available, the coordinates of the boundary of the property or properties,				

¹* Application forms available at: <https://www.dwa.gov.za/Projects/WARMS/Licensing/licensing1.aspx>

NOTE: All application forms must be fully completed

General Required Information			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
When providing coordinates, such coordinates must be provided in degrees, minutes and seconds using the Hartebeesthoek94 WGS84 co-ordinate system.				
a plan which locates the proposed activity or activities applied for at an appropriate scale, or if it is- (aa) a linear activity, a description and coordinates of the corridor in which the proposed activity or activities is proposed; or (bb) on land where the property has not been defined, the coordinates of the area within which the activity is proposed				
Where applicable, proof of acceptance of an application for any right or permit interms of the Mineral and Petroleum Resources Development Act, 2002 or environmental authorisation as per regulation 7 must be provided				

Section 21 (a): Taking water from a water resource			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
*Taking water from a water resource Form (DW 773)				
*Pump Technical Data Form (DW 784)				
*Canal Technical Data Form (DW 786)				
*Irrigation Field and Crop Details (DW 787)				
*Supplementary Info: Power Generation, Industrial or Mining (DW 788)				
*Supplementary Info: Domestic, Urban, Commercial or Industrial (DW 789)				
Soil Suitability Report (for irrigation from Dept. Agriculture)				

Section 21 (b): Storing water			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
*Storing water form (DW 774)				
*Dam and Basin Technical Data Form (DW 789)				
*Dam Classification Form (DW 793) (for dams > 5m and > 50 000m ³)				
Dam Location Map				

Section 21 (c) & (i): Impeding & Altering			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Impeding or diverting the flow of water in a watercourse form (DW 763)				
* Altering the bed, banks, course or characteristics of a watercourse (DW 789)				
*Supplementary Information for 21 (c) & (i) form (DW 775)				

Section 21 (e): Engaging in a controlled activity			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Engaging in a controlled activity form (DW 765)				
*Monitored Waste Discharge Details form (DW 904)				
*Irrigation Field and Crop Details (DW 787)				

Section 21 (f): Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit form (DW 766)				
*Monitored Waste Discharge Details form (DW 903)				

Section 21 (g): Disposing of waste in a manner which may detrimentally impact on a water resource			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Disposing of waste in a manner which may detrimentally impact on a water resource form (DW 767)				
*Monitored Waste Discharge Details form (DW 904)				
*Details of Waste Management Facility form (DW905)				

Section 21 (h): Disposing in any manner of water which contains waste from, or which has been heated in, any industrial or power generation process			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Disposing in any manner of water which contains waste from, or which has been heated in, any industrial or power generation process form (DW 780)				
*Monitored Waste Discharge Details form (DW 903)				

Section 21 (j): Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people form (DW 780)				

Section 21 (k): Using water for recreational purposes			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Using water for recreational purposes form (DW 780)				

OFFICIAL USE

Application Submitted :	Complete	<input type="checkbox"/>
	Incomplete	<input type="checkbox"/>
_____ Signature of Assessor		

ANNEXURED

TABLE OF CONTENTS OF TECHNICAL REPORTS FOR INFORMATION REQUIREMENTS TO BE SUBMITTED

Number	Report designation	Purpose of report
1	Technical report for water treatment and wastewater treatment plants	Water uses for water treatment and wastewater treatment plants
2	Agriculture business plan	Agricultural water use
3	Stream Flow Reduction Activity Business plan	Stream Flow Reduction Activity
4	Integrated water and wastewater management plan	Water uses for mining and industrial operations
5	Geohydrological Report	specialist study to all groundwater
6	Wetland delineation report	Stand-alone report for wetlands and watercourses
7	Mine closure and rehabilitation plan	Plan for the closure of a mine and rehabilitation
8	Public participation report	Consultation of interested and affected parties
9	Civil Design	Minimum information requirements

The Tables of Contents

1 WASTE WATER TREATMENT / WATER TREATMENT PLANTS TECHNICAL REPORT

ATHEEXECUTIVE

The executivesummaryshould summarisetheoverallbenefitsofthe water supply and or waste water management project to the beneficiary communities. In regards to a waste water management project it should highlightthemajorenvironmentalfindingsandhowthesewillbemanagedto prevent, reduceor rehabilitateadverseimpacts.

BTABLEOFCONTENTSOFTHETECHNICAL REPORT

Application for alicenceto take water from a water resource for domestic and industrial supply, and to disposeoffwaste from a waste treatment worksby, e.g. discharge, irrigation etc.

WASTE WATER TREATMENT WORKS AND WATER TREATMENT WORKS (POTABLE USE)

Part1:AdministrativeInformationandBriefProjectDescription

(NB: use mapsto indicate theinformation wherenecessary.)

1.1Name, address, telephoneand fax numbersand contact persons for:

- *Water ServicesAuthority /Water ServicesProvider/*
- *The holdingcompany/authority/*
- *The applicant (nameand status)*

1.2Details of existingexemptions - *if applicable.*

(Terms of sectionsofthe National Environmental Management Act.If exempted, attach copy of letter to the report)

1.3Details of thecontract between thewater servicesauthority and thewater services provider.
(Attach acopy of thecontract to this report)

1.4Magisterialdistrict and relevant regionalservicesauthority

1.5Nameof thenearest town/residentialareaand itsdistance from thesite

1.6 Surfaceinfrastructureserving thesite(e.g. roads, railways, power lines, etc.)

1.7Ownership of theland

1.8Longitudeand Latitudeof thesite

1.9Zoningof theland

1.10 Ownership of adjacent/potentially impacted land

1.11Occupier of theadjacent land

1.12 Zoningof theadjacent land

1.13Nameof theriver catchment

1.14Brief description of theintention of thisapplication

1.15*Has the Water Treatment Plant and/orSewage Treatment Worksbeen included in theWater*

Services Development Plan (WSDP)
WSDP Registry File Number as given by the Department

WASTE WATER TREATMENT WORKS

Part 2: Description of the Environment (for orientation and first order screening)

2.1 Climate

2.1.1 Regional climate

2.1.2 Rainfall data

2.1.3 Temperature data

2.1.4 Wind data

2.1.5 Evaporation data

2.1.6 Any extreme weather conditions prevalent (e.g. snow, frost, hails, etc.)

2.2 Topography

2.3 Soil

2.4 Geology – General geology of the area – presence of dykes, sills and faults

2.5 Land capacity (arable, grazing, wetland or wilderness)

2.6 Land use – zoning

2.7 Natural vegetation and plant life

2.8 Surface water

- *name of nearest watercourse*
- *water quality - pH, conductivity etc.*
- *surface water use (domestic, industrial, agricultural, recreational or natural environment)*
- *water authority*
- *presence of wetlands*

2.9 Groundwater

- *presence and position on a map, of boreholes within a 1000 m radius of the site*
- *yield of boreholes*
- *groundwater use*
- *groundwater quality (pH, conductivity, nitrate)*

2.10 Air quality

2.11 Noise

2.12 Sites of archaeological interest

2.13 Sensitive landscapes

2.14 Visual aspects

2.15 Regional socio-economic structure (Short description)

Population, economic activities, unemployment rate, housing demand, social infrastructure, water supply and sanitation, power supply

2.16 Interested and affected parties

2.17 Industrial activity

(types of industries present, waste purification, - by industry/ third party, by local authority)

Part 3: Water supply

3.1 Water use**3.1.1 Sources of water**

(local authority, river, boreholes, sea, irrigation board or waterboard, use of excess groundwater, recycled waste (internal source, e.g. Cooling water), recycled waste (external source, e.g. sewage waste) (In all above cases the averaged daily/monthly and maximum daily/monthly quantities are required)

3.1.2 Yearly usage patterns (e.g. more in summer than winter)**3.1.3 Yearly water use****3.1.4 Water rights (Legal documents)**

(riparian rights, public or private water, entitlements, water court orders, quotas, agreements)

Part 4: Description of Reticulation system**4.1 Percentage of area served which is un-sewered****4.1.1 How is this area served:**

(pit latrine bucket system, conservancy tanks, septic tanks and French drains)

4.2 Percentage of the area which is sewer or to be sewer**4.2.1 What type of network is in place/will be installed**

- (standard reticulation, small bore system)

4.2.2 Location of sewers

- midblock

- standard

4.3 Nature of sewage**4.3.1 Domestic component – projections (no. of persons)**

Population	Year x	Year x+5	Year x+10	Year x+15	Year x+20
High Income Permanent					
Low Income Permanent					
Holiday Makers					

4.3.2 Industrial component

- daily volumes/expected volume treated

- type of industrial waste (mainly organic, organic, heavy metals, mixture)

- names of industries contributing to the volume (and locally treated) including problem constituents received from each

4.4 Hydraulic and organic loading**4.4.1 Hydraulic loading**

(High-income, low income, holiday makers, industrial component)

4.4.2 COD load (g/day)**4.4.3 Total Nitrogen as TKN (g/day)****4.4.4 Phosphate as P (g/day)****4.4.5 Peak dry weather flow factor – X_x Normal DWF****4.4.6 Peak wet weather flow factor – X_x Peak DWF**

Part 5: Description of Sewage Treatment Works and Classification**5.1 Inlet works (screens, grit channels and flow measurement)****5.1.1 Method of disposal of screenings and grit, (e.g. by burial, incineration, etc.)****5.1.2 Location of the disposal site and/or the name of the solid waste dump****5.1.3 Method of flow measurement****5.2 Primary sedimentation tanks:****5.2.1 What is the nominal upward flow rate for:**

- averagedry weather (m^3/hr)
- peak storm flow (m^3/hr)

5.3 Septic tanks

(number of septic tanks and volume of each, average retention time in the tank(s) at averagedry weather flow (hours), average depth of tank(s) (m), (proposed) methods of periodical desludging, methods of disposal of the sludges so removed, method of disposal of the overflow, if not to further processing, e.g. to French drains, soak-away, etc.).

5.4 Biological filtration systems

(Cubic metre of settled sewage per cubic metre of media per day ($m^3/m^3/day$), number of grams of "4 hour PV" per cubic metre of media per day ($gm/m^3/day$))

5.5 Activated sludge systems—where applicable, give proprietary names. State the:**5.5.1 Type of system and basic design information;****5.5.2 Method of operation; and****5.5.3 Method of phosphate removal, if any.****5.6 Humus tanks or secondary sedimentation tanks:****5.6.1 What is the nominal upward flow rate for:**

- averagedry weather flow (m^3/hr)
- peak storm flow (m^3/hr)

5.7 Sludge handling:**5.7.1 State the quantity of wet sludge (to be produced per day) (m^3)**

5.7.2 State the method of treatment of surplus activated sludge discharged, prior to its disposal on land or to drying beds or by other means

5.7.3 State the relative digester capacity ($m^3/capita$)**5.7.4 State the total digester capacity (m^3)****5.7.5 How is the supernatant liquid (to be) disposed of****5.7.6 If land disposal of wet sludge is (to be) used, state the area of land (ha)****5.7.7 State the relative capacity ($m^3/capita$) of any sludge drying beds****5.7.8 State the total area (m^2) of any sludge drying beds****5.7.9 How is drainage from the beds or other separators (to be) dealt with?****5.7.10 What other means are (to be) used for dealing with digested or any other sludge?****5.7.11 How is dried sludge (to be) finally disposed of, e.g. on land, by incineration, etc.?****5.8 Oxidation pond systems**

- 5.8.1 Describe any pre-treatment units ahead of the ponds and state their capacity
- 5.8.2 State the number of ponds in the system, their depth and surface area for each
- 5.8.3 Give the sequence of flow through the pond system
- 5.8.4 What is the:
- averaged dry weather flow (m^3/hr)
 - peak storm flow (m^3/hr) of the pond system, if any?
- 5.8.5 Where is the outflow (to be) directed to, e.g. evaporation ponds, irrigation, etc.
- 5.9 Tertiary treatment – state basic design details, where applicable for:
- 5.9.1 Micromesh screens
- 5.9.2 Rapid gravity sand filters
- 5.9.3 Slow sand filters
- 5.9.4 Hamlin filters
- 5.9.5 Reed bed systems
- 5.9.6 Maturation pond system, (*i.e. the number of ponds, the sequence in which they are used (e.g. in series), the retention time in each pond (days) and the total capacity of the ponds (m^3)*)
- 5.9.7 Phosphate removal – give details of the method and of the basic design
- 5.9.8 Disinfection of the final effluent – (*if by chlorination, give details of the method and the contact time in the pond or contact tank; if by any other method, UV light, ozone, etc., give details of use, including the period of application and the intensity*)
- 5.9.9 Any other tertiary treatment
- 5.10 Classification of works and operators
- 5.10.1 Is the work classified?
- 5.10.2 Are all operators classified?
- (- request relevant forms for classification of both the works and the operators in terms of the present Regulation No. R2834 from (012)336 7547)
- 5.11 Fencing around the works – describe.

Part 6: Water and Materials Balance Diagram

(Supply a flow diagram showing all inputs and outputs (including materials, chemicals, wastes, sludge's, solid waste etc.)

Part 7: Management Systems and Pollution Prevention Methods

- 7.1 Description of hierarchy of operating staff
- 7.2 Availability of mechanical maintenance staff
- 7.3 Availability of electrical maintenance staff
- 7.4 Availability of process control staff and/or process consultants
- 7.5 Are there any set of drainage by-law in place (if so, attach a copy)
- are there by-law actively administered
- 7.6 Technology – (*This must be answered considering the description of the environment and the environmental impacts*)
- 7.6.1 Is the waste treatment process the best option to protect the described environment - motivate
- 7.6.2 Is the disposal practice the best option – motivate
- 7.6.3 Is the best available technology in use (best environmental option) - motivate

7.6.4 What is the alternative option of treatment and disposal?

7.6.5 Why was the proposed/existing option chosen?

7.7 WQ Operational Management Plan

7.7.1 What are the chances of a system failure?

7.7.2 What are the implications of such failure?

7.7.3 What safety factors have been used?

7.7.4 What is the management and maintenance plans?

7.7.5 Availability of standby/spare equipment?

7.7.6 What is the accident and emergency action plans?

7.7.7 What plans are there to minimise the pollution hazard/ potential?

7.7.8 What monitoring and auditing systems do you have to detect malfunctions?

7.7.9 Are there an alarm system in place at all pump stations?

7.7.10 Are there notification procedures for the downstream users?

Part 8: Disposal of solid waste and sludge

8.1 Description of solid waste

8.1.1 Solid waste

- quantity (tons per day, tons per year)

8.1.2 Analyses of solid waste (composition and percentages)

8.2 Description of sludge

- quantity (tons per day, tons per year)

8.2.1 Analyses of sludge

8.2.2 Classification of sludge according to the Guidelines

Permissible Utilisation and Disposal of Sewage Sludge, Edition 1 August 1997.

8.2.3 Disposal to ponds/lagoons Groundwater monitoring

8.2.4 Land disposal

- (*Irrigation, Composting, Analyses of soils, On site/Off site, Description of groundwater monitoring*)

8.2.5 Description of contracts for removal of sludge

Part 9: Final Waste Disposal Evaluation

(There are various options which can be taken when disposing of waste. It can be disposed of to:

- land, ponds/dams and/or irrigation, groundwater, recharging of aquifers, surface water, estuaries or lagoons, sea, surf zone, deep sea pipeline, air – evaporation, municipal works or private contractor, contained areas, mined out areas (underground)

The waste disposal practice needs to be fully evaluated taking into account various norms and standards. It is imperative that the practice is shown to have a minimal environmental impact and that the practice has the minimum effect on the health and interest of other water users in the environment.)

9.1 Quantity

- (*number of days discharged, average m³ per day/maximum and peak, average m³ per year/maximum and peak*)

9.2 Land disposal – ponds or dams**9.2.1 Waste quality analyses***(pH/ conductivity/ suspended solids (SS)/ COD/ NH/ NO/ Ortho phosphate (asP) / Faecal coli)***9.2.2 What is the waste quantity**

- daily volumes
- monthly volumes for each month

9.2.3 What is the geology underlying the dams**9.2.4 What is the depth of the water table?****9.2.5 What is the slope of the site****9.2.6 What is the average monthly evaporation and rainfall**

- monthly totals

9.2.7 Calculate the positive/negative monthly evaporation rate using all the above information**9.2.8 Calculate the size of the ponds required. Take into account the waste that was stored during months of negative evaporation rates.****9.2.9 What is the situation of the dams with regard to?***(Rivers/ boreholes/ use/ yield/ quality/ springs/ fountains/ natural depressions/ urban areas/ dwellings)***9.2.10 Is the dam site protected from ingress of stormwater****9.2.11 What is the use of groundwater in the vicinity***(Domestic/ agricultural/ industrial/ recreational/ environmental)***9.2.12 Have the dams been sealed with**

- plastic liners
- bentonite or other clay

9.2.13 Are there seepage collection drains and return pumps**9.2.14 Describe the leakage detection and monitoring systems in place****9.3 Land disposal - Irrigation areas****9.3.1 Waste quality analyses***(pH/ conductivity/ suspended solids (SS)/ COD/ NH/ NO/ Ortho phosphate (asP) / Faecal coli)***9.3.2 What is the waste quantity?**

- daily volumes
- monthly total for each month

9.3.3 What is the average monthly evaporation and rainfall?**9.3.4 What is the crop to be irrigated****9.3.5 What is the crop factor****9.3.6 What type of irrigation method is used (flood or overhead?)**

- how many overhead sprayers are in place
- how many days are in an irrigation cycle (attach an irrigation design layout and management plan)

9.3.7 What is the irrigation/application efficiency?**9.3.8 Determine the monthly crop irrigation requirements.****9.3.9 What is the permeability and infiltration rate of the soil profile****9.3.10 What is the slope of the irrigation area****9.3.11 What is the root depth of the soil****9.3.12 What is the underlying geology****9.3.13 Calculate the size of the irrigation area required. Take into account the irrigation of waste that was stored during months of negative evaporation rates.**

9.3.14 What is the depth of the water table

(Summer/ w inter)

9.3.15 Quality of the groundwater (macro analyses - major anions and cations)

9.3.16 Slope of the irrigation area

9.3.17 Direction of groundwater flow

9.3.18 Situation of the area with regard to:

(Rivers/ boreholes/ use/ yield/ quality/ springs/ fountains/ natural depressions/ urban areas/ dwellings)

9.3.19 What is groundwater in the vicinity used for?

(Domestic/ agricultural/ industrial/ recreational/ environmental)

9.3.20 Are there environmental protection methods in places such as:

- storm water cut-off trenches above the site

- cut-off canals below the site

9.3.21 What soil amendments are done per season to sustain soil fertility and permeability

9.3.22 Soil evaluation (analyses)

9.4 Disposal to groundwater

9.4.1 Waste volume

9.4.2 Waste quality analyses

(pH/ conductivity/ suspended solids(SS)/ COD/ NH/ NO/ Ortho phosphate(asP) / Faecal coli)

9.4.3 Depth of groundwater

9.4.4 Yield of groundwater (1000 m radius of disposal area)

9.4.5 Quality of groundwater (macro analyses - major anions and cations)

9.4.6 Potential use of groundwater

(Domestic/ agricultural/ stock watering/ irrigation/ industrial)

9.4.7 Critical quality component

9.5 Disposal to surface water

9.5.1 Quantity of waste

9.5.2 Annual discharge pattern

9.5.3 Name of minor river catchment

- *area of catchment, mean monthly run-off, quality of river upstream of discharge*

9.5.4. Waste quality analyses

(pH/ conductivity/ suspended solids(SS)/ COD/ NH/ NO/ Ortho phosphate(asP) / Faecal coli)

9.5.5 Established use of river

(domestic/ agricultural/ industrial/ recreational/ environmental)

9.5.6 Establish the applicable WQ Criteria

9.5.7 Establish the critical components

9.5.8 Name of major river catchment

*(*Collect same information as for minor catchment)*

9.5.9 Quality of minor catchment before discharge into major catchment (analyses)

9.5.10 Quality of major catchment river upstream of Minor River (analyses)

9.5.11 Quality of major catchment river downstream of confluence of Minor River

9.5.12 Mean monthly run-off of major catchment upstream of Minor River

9.5.13 Describe the RWQO's for the total catchment

9.5.14 Calculate Waste Load Allocations (WLA's) and the effect which the discharge will have on the REQO (Receiving Environmental Quality Objectives)

9.6 Discharge to lagoon and estuary – This discharge could have an impact similar to surface or sea discharge. The questions related to surface discharge will be applicable.

9.7 Disposal by Evaporation

(Evaporation occurs within a process of because of excess heat, or in cooling towers or in specially designed dams where it is promoted. If evaporation is promoted by means of an evaporation pond system then the points that have to be addressed are the same as mentioned under section 9.2)

9.8 Municipal or private waste purification plants other than works being evaluated)

9.8.1 Name of the plant

9.8.2 Name of the owner

9.8.3 Address, telephone, and fax no. and name of contact person

9.8.4 Registration number of works (if applicable)

9.8.5 Letters of acceptance of the waste by the owner of the works (*attach a copy of the agreement for the delivery and acceptance of the waste*)

9.8.6 Purification plant compliance record

9.8.7 Are there any quality acceptance limits in operation, e.g. Drainage by-laws

9.8.8 Are there any critical components in the raw waste (identify)

9.8.9 Effect of acceptance of the raw waste on the compliance record of the purification plant
(Indicate on a plan on a 1:50000 – map)

Sewage treatment works

• municipal (local authority)

• other

• describe

Re-use

• agriculture/ industrial/ municipal/ other

Land

• dams/ponds/evaporation

• irrigation only

• dams/ponds/irrigation

Storm water drains

• name of nearest water course

Watercourse/river

• name

• name of greater catchment river

Estuary

• name of estuary Sea

• name of nearest town or beach

Disposal of solid waste disposal site

• name

Groundwater (recharge)

• name of nearest user

• name of farm or district

Part 10: Recommendations from other Interested Parties (To be submitted with the application)

- 10.1 Department of National Health
- 10.2 Department of Environmental Affairs
- 10.3 South African Bureau of Standards
- 10.4 Nature Conservation Bodies
- 10.5 Regional Government Institutions
- 10.6 Local Government Institutions
- 10.7 Department of Agriculture, Forestry and Fisheries
- 10.8 Department of Mineral Resources
- 10.9 Department of Energy
- 10.10 Other specialists
- 10.11 Non-governmental Organisations
- 10.12 Interested and Affected Parties
- 10.13 Public Participation

WATER TREATMENT PLANT (POTABLE USE)**Part 11**

- 11.1 Summary of the scheme
 - 11.1.1 Background
 - 11.1.2 Design/ scheme layout
 - 11.1.2 Levels of service
- 11.2 Population projections for a period of 20 years
- 11.3 Water resource and water availability
- 11.4 Existing uses
- 11.5 Water Demand analysis

- 11.6 Type of reticulation

WASTE WATER TREATMENT WORKS AND WATER TREATMENT WORKS**Part 12: Conclusion**

The conclusion should contain a concise request for the licence required and should include accurately completed licence application forms obtainable from the Responsible authority.*

**NOTE in order for the DWS to expedite the application in as short a time as possible the correct information is essential.*

Part 13: References and Supporting Documents

(References to backup the information supplied will be added as annexures under this section, e.g):

12.1 Geohydrological Report

12.2 Civil Design Report

2 AGRICULTURE TECHNICAL REPORT OR BUSINESS PLAN

1. Introduction

- 1.1. Background
- 1.2. Applicant details including ownership structure
- 1.3. Project justification / industry overview and scope of the project
- 1.4. Specific project objectives
- 1.5. Summary of the project and authorisations required

2. The project area

- 2.1. General
- 2.2. Location and access
- 2.3. Summary of the project
- 2.4. Social arrangements
 - 2.4.1. Administration
 - 2.4.2. Settlement
 - 2.4.3. Beneficiaries and interested and affected parties
 - 2.4.4. Land ownership and properties on which water activities will be take place
 - 2.4.5. Socio-economics
- 2.5. Physiognomy
 - 2.5.1. Climate
 - 2.5.2. Water resources and water availability
 - 2.5.3. Land and soils
 - 2.5.4. Existing infrastructure

3. Water and waste management framework

- 3.1 Summary of all water uses and Annexure of forms
- 3.2 Existing lawful water uses, generally authorized water uses, exemptions
- 3.3 New water uses to be authorised

4. Agricultural development and production plan

- 4.1. Current crop/animal management practices
- 4.2. Proposed cropping/ animal production
- 4.3. System operations/ herd management programme
- 4.4. Production targets
- 4.5. Crop/ Animal water requirements estimates
- 4.6. Marketing plan

5. Water resources development plan

- 5.1. Water demand analysis
- 5.2. Water abstraction
- 5.3. Water supply plan to the production facilities
- 5.4. Water balance

6. Technical design (Irrigation/drainage/animal facilities) plan**6.1. Scheme layout/ Animal handling facilities layout****7. Facility planning****7.1. Existing infrastructure****7.2. Infrastructure requirements****7.2. Roads, water, electricity and telecommunications****8. Financing plan****8.1. Capital cost estimates****8.2. Source of funds****8.3. Operational costs****APPENDICES AND SUPPORTING INFORMATION**

Undertaking of water uses like taking of water from a water resource and storing water for agriculture is likely to trigger other water uses. The applicant must adhere to requirements for such activities and compile requisite technical reports like;

- Hydrology and Geohydrological report
- Wetland and watercourse impact studies – undertaking of taking and storing water uses is likely to trigger other water uses such as Section 21 (c) and (i). This can be if the project entail activities listed below:
 - Civil designs for dams and pump stations
 - Watercourse crossings,

3 STREAM FLOW REDUCTION ACTIVITY REPORT

1. Background information

Profile of the applicant will be covered in the application forms (DW756/769 or DW758/771)

2. Existing lawful water uses and authorisations for the property

- i. Pre 72 Authorizations
- ii. Permit Number
- iii. Licence Number

3. Location of the proposed activity and site description

- i. Province, District and local Municipality, Tribal Authority or village
- ii. Property (farm name , the number, portion and the full extent of property)
- iii. Water Management Area and Quaternary Catchment
- iv. GPS coordinates of the area applied for
- v. Topographical Map.
- vi. Current state of the proposed site (Grassland, Cultivated land (recently/ currently cultivated and that cultivated more than 10years ago), Jungle afforestation, Virgin land, Other formal forestry, other),
- vii. Climate (Rainfall and Temperature)
- viii. Watercourses affected by the activity such as wetlands, rivers and lakes, etc
- ix. Soil Characteristics(depth and form)
- x. Slope description
- xi. Land preparation methods in relation to soil characteristics and slope gradient of the proposed area
- xii. Accessibility of the site in terms of the road infrastructure
- xiii. Proximity of proposed activity to other Land Users
- xiv. Servitudes running through the property

4. Description of the activity

- i. Purpose of the applied water use
- ii. Target Market (description, location,)
- iii. Area (ha) and Crop type (genus)
- iv. Planting and harvesting plan
- v. Start date and life span of the Activity

5. Marketing plan

- i. Identified target market
- ii. Off take agreement
- iii. Marketing channels

6. Water use impacts and mitigations

- Watercourses (e.g. delineation, buffering, erosion/ sedimentation, other)

- Watercourse crossings (e.g. proposed method of crossing, design, rehabilitation and maintenance)
- SFRA jungle (eradication, maintenance & control, other)
- Control of SFRA spread outside the demarcated area
- Impact on downstream users
- Other
- i. Detailed Site Specific Management Plan
 - Watercourses
 - Watercourse crossings
 - SFRA jungle
 - Control of SFRA spread outside the demarcated area
 - Impact on downstream users
 - Other

7. Grower financing/Support plan

- I. Start-up Capital, training /capacity building
- i. Proof of authorizations from DEA and DAFF
- ii. SAHRA authorization
- iii. Copy of Basic assessment or Environmental Impact Study
- iv. Proof of public participation process
- v. Contracts/Agreements on Beneficiation between the company and community,

Note: Undertaking of Section 21(d) is likely to trigger other water uses such as Section 21 (c) and (i). This can be if the project entail activities listed below:

- Watercourse crossings,
- Planting within 1:100 year flood line of watercourses,
- Planting within the riparian zone and
- Planting within 32m from the edge of a watercourse
- Planting in a radius of 500m of a wetland.

The applicant will need to adhere to section 21 (c) and (i) requirements for the above activities.

4 INTEGRATED WATER AND WASTEWATER MANAGEMENT REPORT

1. Introduction

- 1.1 Activity Background
- 1.2 Regional setting and location of activity
- 1.3 Property description
- 1.4 Purpose of IWWMP

2. Conceptualisation of activity

- 2.1. Description of activity
- 2.2. Extent of activity
- 2.3. Key activity related processes and products
- 2.4. Activity life description
- 2.5. Activity infrastructure description
- 2.6. Key water uses and waste streams
- 2.7. Organisational structure of activity
- 2.8. Business and corporate policies

3. Regulatory water and waste management framework

- 3.1 Summary of all water uses
- 3.2 Existing lawful water uses
- 3.3 Relevant exemptions
- 3.4 Generally authorised water uses
- 3.5 New water uses to be licenced
- 3.6 Waste management activity (NEMWA)
- 3.7 Waste related authorisations
- 3.8 Other authorisation (EIAs, EMPs, RODs, Regulations)

4. Present Environmental Situation

- 4.1 Climate
- 4.2 Regional Climate Rainfall
- 4.3 Evaporation
- 4.4 Surface Water
- 4.5 Water Management Area
- 4.6 Surface Water Hydrology
- 4.7 Surface Water Quality
- 4.8 Mean Annual Runoff (MAR)
- 4.9 Resources Class and River Health Receiving Water Quality Objectives and Reserve
- 4.10 Surface Water User Survey
- 4.11 Sensitive Areas Survey
- 4.12 Groundwater
- 4.13 Aquifer Characterisation
- 4.15 Hydro-census

4.16 Potential Pollution Source Identification

4.17 Groundwater Model

4.18 Socio-economic environment

5. Analysis and characterization of the water use activity

5.1 Site delineation for characterisation

5.2 Water and waste management

5.3 Process water

5.4 Storm water

5.5 Groundwater

5.6 Waste

5.7 Operational Management

5.8 Organisational Structure

5.9 Resources and competence

5.10 Education and training

5.11 Internal and external communication

5.12 Awareness raising

5.13 Monitoring and control

5.14 Surface water monitoring

5.15 Groundwater monitoring

5.16 Bio monitoring

5.17 Waste monitoring

5.18 Risk assessment / Best Practice Assessment

5.19 Issues and responses from public consultation process

5.20 Matters requiring attention / problem statement

5.21 Assessment of level and confidence of information

6. Water and Waste Management

6.1 Water and waste management philosophy (process water, stormwater, groundwater and waste)

6.2 Strategies (process water, stormwater, groundwater and waste)

6.3 Performance objectives / goals

6.4 Measures to achieve and sustain performance objectives

6.5 Option analyses and motivation for implementation of preferred options (optional)

6.6 IWWMP action plan

6.7 Control and monitoring

6.8 Monitoring of change in baseline (environment) information (Surface water, groundwater and bio-monitoring)

6.9 Audit and report on performance measures

6.10 Audit and report on relevance of IWWMP action plan

7. Conclusion

7.1 Regulatory status of activity

- 7.2 Statement of water uses requiring authorisation, dispensing with licencing requirement and possible exemption from regulation

8. References

9. Appendices: Specialist Studies

- 9.1 Geohydrology
9.2 Civil design
9.3 Wetland delineation report

5 GEOHYDROLOGY REPORT

1. Introduction

2. Geographical setting

- 2.1 Topography and drainage
- 2.2 Climate

3. Scope of Work

4. Methodology

- 4.1 Desk study
- 4.2 Hydro-census
- 4.3 Geophysical survey and results
- 4.4 Drilling and siting of boreholes
- 4.5 Aquifer testing
- 4.6 Sampling and chemical analysis
- 4.7 Groundwater recharge calculations
- 4.8 Groundwater modelling
- 5.9 Groundwater availability assessment

5. Prevailing groundwater conditions

- 5.1 Geology
 - 5.1.1 Regional geology
 - 5.1.2 Local geology
 - 5.2 Acid generation capacity
 - 5.3 Hydrogeology
 - 5.3.1 Unsaturated zone
 - 5.3.2 Saturated zone
 - 5.3.3 Hydraulic conductivity
 - 5.4 Groundwater levels
 - 5.5 Groundwater potential contaminants
 - 5.6 Groundwater quality
- ### **6. Aquifer Characterisation**
- 6.1 Groundwater vulnerability
 - 6.2 Aquifer classification
 - 6.3 Aquifer protection classification

7. Groundwater Modelling

- 7.1 Software model choice
- 7.2 Model set-up and boundaries
- 7.3 Groundwater elevation and gradient
- 7.4 Geometric structure of the model

- 7.5 Groundwater sources and sinks
- 7.6 Conceptual model
- 7.7 Numerical model

- 7.8 Results of the model
 - 7.8.1 Pre-facility (Mining/Industry/ Wastewater treatment plant, etc)
 - 7.8.2 During facility (mining/ Industry/ Wastewater treatment plant) operations
 - 7.8.3 Post-facility (mining/ Industry/ Wastewater treatment plant) operation

- 8. Geohydrological Impacts**
 - 8.1 Construction phase
 - 8.1.1 Impacts on Groundwater Quantity
 - 8.1.2 Impacts on Groundwater Quality
 - 8.1.3 Groundwater Management

 - 8.2 Operational phase
 - 8.2.1 Impacts on Groundwater Quantity
 - 8.2.2 Impacts on Groundwater Quality
 - 8.2.3 Impacts on Surface Water
 - 8.2.4 Groundwater Management

 - 8.3 Decommissioning phase

 - 8.4 Post-mining phase
 - 8.4.1 Groundwater Quantity
 - 8.4.2 Groundwater Quality
 - 8.4.3 Cumulative Impacts
 - 8.4.4 Groundwater Management

- 9. Groundwater monitoring system**
 - 9.1 Groundwater monitoring network
 - 9.1.1 Source, plume, impact and background monitoring
 - 9.1.2 System response monitoring network
 - 9.1.3 Monitoring frequency

 - 9.2 Monitoring parameters
 - 9.3 Monitoring boreholes

- 10. Groundwater Environmental Management Programme**
 - 10.1 Current groundwater conditions
 - 10.2 Predicted impacts of facility (mining)

 - 10.3 Mitigation measures

10.3.1 Lowering of groundwater levels during facility operation (Mining/Industry/ Wastewater treatment plant, etc

10.3.2 Rise of groundwater levels post- facility operation (Mining/Industry/ Wastewater treatment plant, etc

10.3.3 Spread of groundwater pollution post- facility operation (Mining/Industry/ Wastewater treatment plant, etc

11. Post Closure Management Plan

11.1 Remediation of physical activity

11.2 Remediation of storage facilities

11.3 Remediation of environmental impacts

11.4 Remediation of water resources impacts

11.5 Backfilling of the pits.

12. Conclusion and Recommendations

6 WETLAND DELINEATION REPORT

1 Introduction

2 Terms of reference

3 Knowledge gaps

4 Study area

5 Expertise of the specialist

6 Aims and objectives

7 Methodology

7.1 Wetland identification and mapping

7.2 Wetland delineation

7.3 Wetland functional assessment

7.4 Determining the ecological integrity of the wetlands

7.5 Determining the Present Ecological State of wetlands

7.6 Determining the Ecological Importance and Sensitivity of wetlands

7.7 Ecological classification and description

8 Results

8.1 Wetland delineation

8.2 Wetland unit identification

8.3 Wetland unit setting

8.4 Wetland soils

8.5 Description of wetland type

8.6 General functional description of wetland types

8.7 Wetland ecological functional assessment

8.8 The ecological health assessment of the opencast mining area

8.9 The PES assessment of the remaining wetland areas

8.10 The EIS assessment of the remaining wetland areas

9 Impact assessment discussions

10 Conclusions and recommendations

11 References

The reports listed below contain the standardised and accepted methods that must be used for determining the various aspects of assessments during the WUA process related to wetlands:

- 1) Wetland and riparian habitat delineation document (DWS report on DWS website);
- 2) Wetland Buffer Guideline (SANBI WRC project and Report, on DWS website)
- 3) Wetland Offset (WRC report TT660/16; on DWS website)
- 4) High Risk Wetland Atlas (WRC Report TT659/16, on DWS website)
- 5) Wetland Rehabilitation in mining landscapes (WRC Report TT658/16, on DWS website)
- 6) Risk Assessment Protocol and associated Matrix (DWS document on DWS Website)

7 MINE CLOSURE/REHABILITATION PLAN

- 1. Introduction**
 - 1.1 Background**
 - 1.2 Objectives of report**

- 2. Project Description**
 - 2.1 Locality**
 - 2.2 Environment**
 - 2.3 Community**
 - 2.4 Mine plan and infrastructure**

- 3. Legal obligation and comments**
 - 3.1 Legislation**

- 4. Closure planning**
 - 4.1 Site-specific closure and activity**

- 5. Rehabilitation and closure activities**
 - 5.1 Progressive rehabilitation**
 - 5.2 Decommission and establishment**

- 6. Maintenance and monitoring**
 - 6.1 Vegetation and establishment and soil nutrients**
 - 6.2 Groundwater monitoring**
 - 6.3 Surface water monitoring**
 - 6.4 Record-keeping and reporting**

- 7. Rehabilitation and Closure Annexure**

- 8. Detailed closure costing**

8 PUBLIC PARTICIPATION REPORT

1. Introduction
2. Objectives of the public participation
3. Identification of interested and affected parties

4. Notification of interested and affected parties
 - 4.1 Method of notification
 - 4.2 Proof of notification

5. Notification of interested and affected parties of reports and other studies

6. Interested and affected parties
 - 6.1 Access and opportunity to comment on all written submissions
 - 6.2 Response to comments received: feedback to interested and affected parties
 - 6.3 Disclosure of interested and affected parties interests
 - 6.4 Notifying interested and affected parties of the decision

7. Record of issues raised
8. Addressing the comments and concerns raised by the interested and affected parties
9. Conclusions and recommendations

9. CIVIL DESIGN – MINIMUM INFORMATION REQUIREMENTS

Checklists for technical reports

Applicant Information			
Name of Applicant	Date	Case Officer	
Contact Details of Applicant or Representative			
Last Name	First Name	Email	
Postal Address	City	Phone No.	Mobile No.
Property Details			
Sub Catchment	Quaternary Catchment	Reference Number	
Property Name	Number	Portion	Administrative District
Project Description			

Applicable Water Uses			
S 21	Description	Applicable	
		Yes	No
(a)	Taking water from a water resource		
(b)	Storing water		
(c)	Impeding or diverting the flow of water in a watercourse		
(d)	Engaging in a stream flow reduction activity		
(e)	Engaging in a controlled activity		
(f)	Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit		
(g)	Disposing of waste in a manner which may detrimentally impact on a water resource		
(h)	Disposing in any manner of water which contains waste from, or which has been heated in, any industrial or power generation process		
(i)	Altering the bed, banks, course or characteristics of a watercourse		
(j)	Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people		
(k)	Using water for recreational purposes		

*Please tick the water uses relevant to this application

General Required Information			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
Proof of Payment of Licence Application Processing Fee (<i>Compulsory</i>)				
Copy of Identity Document of Applicant or Delegated Person (<i>Compulsory</i>)				
Copy of Company Registration Certificate (<i>Compulsory</i>)				
Copy of Trust Registration Certificate (<i>Compulsory</i>)				
Letter of Authorisation for Companies, Trusts or Legal Entities (<i>Compulsory</i>)				
Letter of Authority or Power of Attorney to Apply on behalf of Applicant				
Copy of BBBEE Certificate				
Letter of Consent if the Applicant is not the Property Owner (<i>Compulsory</i>)				
*Applicant Information Form: Individual (DW 756 / 769)				
*Applicant Information Form: Water Service Provider (DW 757 / 770)				
*Applicant Information Form: Company, Partnership, Government (DW 758 / 771)				
*Applicant Information Form: Water User Association (DW 759 / 772)				
*Property Details Form (DW 901)				
Property Owner Details (DW 902)				
Permission to Occupy (PTO) , Title Deed, Lease Agreement, Community Resolution				
A description of the location of the activity, including (aa) the 21 digit Surveyor General code of each cadastral land parcel, (bb) where available, the physical address or farm name, (cc) the coordinates of the boundary of the property or properties,				
When providing coordinates, such coordinates must be provided in degrees, minutes and seconds using the Hartebeesthoek94 WGS84 co-ordinate system.				
a plan which locates the proposed activity or activities applied for at an appropriate scale, or if it is- (aa) a linear activity, a description and coordinates of the corridor in which the proposed activity or activities is proposed; or (bb) on land where the property has not been defined, the coordinates of the area within which the activity is proposed.				

General Required Information			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
Where applicable, proof of acceptance of an application for any right or permit in terms of the Mineral and Petroleum Resources Development Act, 2002 or environmental authorisation as per regulation 7 must be provided				
Section 27 Motivation				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (a): Taking water from a water resource			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
*Taking water from a water resource Form (DW 773)				
*Pump Technical Data Form (DW 784)				
*Canal Technical Data Form (DW 786)				
*Irrigation Field and Crop Details (DW 787)				
*Supplementary Info: Power Generation, Industrial or Mining (DW 788)				
*Supplementary Info: Domestic, Urban, Commercial or Industrial (DW 789)				
Soil Suitability Report (for irrigation from Dept. Agriculture)				
Viability Confirmation (for permanent transfers from Dept. Agriculture)				
Confirmation of no Land Claims (for permanent transfers from Rural Development and Land Reform)				
Recommendation from CCAW (for reserved water)				
Recommendation from WUA or IB (for scheme related water use)				
Stakeholder Consultation with Interested and Affected Parties				
Pump Test Certificate (Groundwater)				
Geo-hydrological Study (Groundwater)				
Technical Design Report in support of the water use applied for				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (b): Storing water			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
*Storing water form (DW 774)				
*Dam and Basin Technical Data Form (DW 789)				
*Dam Classification Form (DW 793) (for dams > 5m and > 50 000m ³)				
Technical Design Report in support of the water use applied for (Hydrological study)				
Dam Design Drawings or As Build Drawings in case the Dam is already constructed				
Dam Capacity Curve				
Dam Location Map				
Master Layout Plan (1:100 year flood line and delineation)				
Regional Maximum Flood (RMF) and Spillway Capacity Calculations				
EIA and EMP				
Environmental Authorisation				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (c) & (i): Impeding & Altering			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Impeding or diverting the flow of water in a watercourse form (DW 763)				
* Altering the bed, banks, course or characteristics of a watercourse (DW 789)				
*Supplementary Information for 21 (c) & (i) form (DW 775)				
Relevant Environmental Impact Assessment Studies				
Wetland Delineation Study				
Method Statement				
Environmental Management Plan				
Storm Water Management Plan				
Hydrological Studies				
Design Drawings or As Build Drawing if the structure is already been built				
Rehabilitation Plan				
Master Layout Plan (Must include all infrastructure, water courses, scientific determined buffers, flood lines, riparian habitat, and ecologically valued features; on A1 paper				
Landscape Maintenance Plan				
Pollution Plume Map / Drawings				
Cone of Depression Drawings				
Plant Species Plan (A1 paper)				
Monitoring Programme and Auditing Plan				
Alternatives that will address the hierarchy of impacts, starting with the exclusion of watercourses				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (e): Engaging in a controlled activity			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Engaging in a controlled activity form (DW 765)				
*Monitored Waste Discharge Details form (DW 904)				
*Irrigation Field and Crop Details (DW 787)				
Geohydrological Study				
Water Quality Report				
Soil Analysis				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (f): Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit form (DW 766)				
*Monitored Waste Discharge Details form (DW 903)				
Water Quality Report				
Integrated Waste Water Management Plan (IWWMP)				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (g) Disposing of waste in a manner which may detrimentally impact on a water resource			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Disposing of waste in a manner which may detrimentally impact on a water resource form (DW 767)				
*Monitored Waste Discharge Details form (DW 904)				
*Details of Waste Management Facility form (DW905)				
Water Balance				
Design Drawings of Waste Management Facility and Report				
Geohydrological Report				
Integrated Waste Water Management Plan (IWWMP)				
GN 704 Motivation				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (f) Disposing in any manner of water which contains waste from, or which has been treated in, any industrial or power generation process			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Disposing in any manner of water which contains waste from, or which has been treated in, any industrial or power generation process form (DW 780)				
*Monitored Waste Discharge Details form (DW 903)				
Water Balance				
Water Quality Report				
Integrated Waste Water Management Plan (IWWMP)				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (j): Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Removing, discharging or disposing of water found underground if it is necessary for the efficient continuation of an activity or for the safety of people form (DW 780)				
Water Balance				
Geohydrological Report				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Section 21 (k): Using water for recreational purposes			Official Use	
Description	Applicable		Submitted	
	Yes	No	Yes	No
* Using water for recreational purposes form (DW 780)				
Public Private Partnership (PPP) Approval				
Approval as per section 116 of the National Water Act, 1998 (Act 36 of 1998)				
Stakeholder Consultation with Interested and Affected Parties				
Other information as requested in the acknowledgement of receipt and where applicable the site visit and meeting:				

Site Inspection Information			
Date of Site Inspection			
Parties Present at the Site Inspection			
Name and Surname	Designation	Contact Number	Signature
Site Inspection Report			

ANNEXURE E

SECURITY AND GUARANTEE

DEED OF SURETYSHIP (to be completed prior to award of licence)

WHEREAS: the responsible authority awarded a licence to(hereinafter called "the Licencee") dated/...../.....for the authorisation of water use activities in the licence, and it is provided by such licence that the Licencee shall provide the responsible authority with security by way of suretyship for the due and faithful fulfilment of such conditions of the Licencee;

AND WHEREAS
Has/have at the request of the Licencee, agreed to give such security;

NOW THEREFORE WE,

.....
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the responsible authority under renunciation of the benefits of division and excursion for the due and faithful performance by the Licencee of all the terms and conditions of the said Licence, subject to the following conditions:

1. The responsible authority shall, without reference and /or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Licence, and/or to agree to any modifications, variations, alterations, directions or extensions of the conditions under said Licence, and at that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the responsible authority may take under such Licence, or of any modification, variation, alterations of the conditions which the responsible authority may make, give, concede or agree to under said Licence.
2. The responsible authority shall, at any time during the subsistence of this licence and within five years after the licence has expired, be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any arrangement with the Licensee, if any licence condition or provision of the Act is being violated.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Rehabilitation in terms of the Licence, unless we are advised in writing by the responsible authority before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event the guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of
...(R.....)
5. The licensee hereby attaches a letter of credit from the bank, a surety or a bank guarantee, a bond, or an insurance policy[*delete whichever is not applicable], in favour of the responsible authority
6. We hereby choose *domiciliumcitandietexecutandi* for all purpose arising hereof at.....
.....

ANNEXURE H

REQUIREMENTS FOR CIVIL DESINGS DRAWINGS AND REPORT FROM APPLICANT:

To be fully completed in block letters or typed

Date and time of presentation by Case Officer (and applicant): / / 20 : :

Proto CMA /
CMA.....

Tel:(w)(cell) E-Mail:
.....

Project Title:.....

District/Municipality: Property:

<u>Requirements</u>	<u>Submitted</u>	<u>Details</u>	<u>For office use only</u>
Water uses applicable in terms of Section 21 (NWA: Act 36 of 1998)		Section 21:	
Design report and drawings signed by PrEng			
ECSA registration of engineer confirmed		Reg No.	
Site geology summarised			
Site geohydrology report attached			
WUL 21 f, g & j uses: Waste classification type (Norms and Standards, R. 635 August 2013)applicable		Type 0/1/2/3/4	
Life span for the proposed activity		Years:	

.....
Signature of Applicant

.....
Date

(To be completed, scanned and e-mailed to the co-ordinator and parkern@dws.gov.za prior to engineering review)

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065