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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

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Regulasiekoerant

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IMPORTANT NOTICE OF OFFICE RELOCATION**government
printing**Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICAPrivate Bag X85, PRETORIA, 0001 149 Bosman Street, PRETORIA
Tel: 012 748 6197, Website: www.gpwonline.co.za**URGENT NOTICE TO OUR VALUED CUSTOMERS: PUBLICATIONS
OFFICE'S RELOCATION HAS BEEN TEMPORARILY SUSPENDED.**

Please be advised that the GPW Publications office will no longer move to 88 Visagie Street as indicated in the previous notices.

The move has been suspended due to the fact that the new building in 88 Visagie Street is not ready for occupation yet.

We will later on issue another notice informing you of the new date of relocation.

We are doing everything possible to ensure that our service to you is not disrupted.

As things stand, we will continue providing you with our normal service from the current location at 196 Paul Kruger Street, Masada building.

Customers who seek further information and or have any questions or concerns are free to contact us through telephone 012 748 6066 or email Ms Maureen Toka at Maureen.Toka@gpw.gov.za or cell phone at 082 859 4910.

Please note that you will still be able to download gazettes free of charge from our website www.gpwonline.co.za.

We apologise for any inconvenience this might have caused.

Issued by GPW Communications

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.

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as @gpw.gov.za

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2020**

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

- **24 December 2019**, Tuesday for the issue of Friday **03 January 2020**
- **03 January**, Friday for the issue of Friday **10 January 2020**
- **10 January**, Friday for the issue of Friday **17 January 2020**
- **17 January**, Friday for the issue of Friday **24 January 2020**
- **24 January**, Friday for the issue of Friday **31 January 2020**
- **31 February**, Friday for the issue of Friday **07 February 2020**
- **07 February**, Friday for the issue of Friday **14 February 2020**
- **14 February**, Friday for the issue of Friday **21 February 2020**
- **21 February**, Friday for the issue of Friday **28 February 2020**
- **28 February**, Friday for the issue of Friday **06 March 2020**
- **06 March**, Friday for the issue of Friday **13 March 2020**
- **13 March**, Thursday for the issue of Friday **20 March 2020**
- **20 March**, Friday for the issue of Friday **27 March 2020**
- **27 March**, Friday for the issue of Friday **03 April 2020**
- **02 April**, Thursday for the issue of Thursday **09 April 2020**
- **08 April**, Wednesday for the issue of Friday **17 April 2020**
- **17 April**, Friday for the issue of Friday **24 April 2020**
- **22 April**, Wednesday for the issue of Thursday **30 April 2020**
- **30 April**, Thursday for the issue of Friday **08 May 2020**
- **08 May**, Friday for the issue of Friday **15 May 2020**
- **15 May**, Friday for the issue of Friday **22 May 2020**
- **22 May**, Friday for the issue of Friday **29 May 2020**
- **29 May**, Friday for the issue of Friday **05 June 2020**
- **05 June**, Friday for the issue of Friday **12 June 2020**
- **11 June**, Thursday for the issue of Friday **19 June 2020**
- **19 June**, Friday for the issue of Friday **26 June 2020**
- **26 June**, Friday for the issue of Friday **03 July 2020**
- **03 July**, Friday for the issue of Friday **10 July 2020**
- **10 July**, Friday for the issue of Friday **17 July 2020**
- **17 July**, Friday for the issue of Friday **24 July 2020**
- **24 July**, Friday for the issue of Friday **31 July 2020**
- **31 July**, Thursday for the issue of Friday **07 August 2020**
- **06 August**, Thursday for the issue of Friday **14 August 2020**
- **14 August**, Friday for the issue of Friday **21 August 2020**
- **21 August**, Friday for the issue of Friday **28 August 2020**
- **28 August**, Friday for the issue of Friday **04 September 2020**
- **04 September**, Friday for the issue of Friday **11 September 2020**
- **11 September**, Friday for the issue of Friday **18 September 2020**
- **17 September**, Thursday for the issue of Friday **25 September 2020**
- **25 September**, Friday for the issue of Friday **02 October 2020**
- **02 October**, Friday for the issue of Friday **09 October 2020**
- **09 October**, Friday for the issue of Friday **16 October 2020**
- **16 October**, Friday for the issue of Friday **23 October 2020**
- **23 October**, Friday for the issue of Friday **30 October 2020**
- **30 October**, Friday for the issue of Friday **06 November 2020**
- **06 November**, Friday for the issue of Friday **13 November 2020**
- **13 November**, Friday for the issue of Friday **20 November 2020**
- **20 November**, Friday for the issue of Friday **27 November 2020**
- **27 November**, Friday for the issue of Friday **04 December 2020**
- **04 December**, Friday for the issue of Friday **11 December 2020**
- **10 December**, Thursday for the issue of Friday **18 December 2020**
- **17 December**, Thursday for the issue of Friday **24 December 2020**
- **23 December**, Wednesday for the issue of Friday **31 December 2020**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

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 R1008.80 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	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

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 **R3026.32** 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.gpwonline.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, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working 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 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

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.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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.

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 be 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 EMPLOYMENT AND LABOUR**NO. R. 1361****18 DECEMBER 2020****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FOOD RETAIL, RESTAURANT, CATERING AND ALLIED TRADES: EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT**


I, **STEPHEN DAVID RATHAI**, Director: Collective Bargaining, duly authorised by the Minister of Employment and Labour, hereby, in terms of section 32(6) (a) (i), read with section 32(5) of the Labour Relations Act, 1995, extend the period fixed in Government Notices No R.632 of 7 July 2017, R.934 and R.935 of 7 September 2018 and R.315 of 16 March 2020 by a further period ending 31 December 2021.


DIRECTOR: COLLECTIVE BARGAINING

DATE: 9/12/2020.....

DEPARTMENT OF EMPLOYMENT AND LABOUR**NO. R. 1362****18 DECEMBER 2020****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FISHING INDUSTRY:
EXTENSION OF PERIOD OF OPERATION OF MAIN COLLECTIVE AGREEMENT**

I, **STEPHEN DAVID RATHAI**, Director: Collective Bargaining, duly authorized by the Minister of Employment and Labour, hereby, in terms of section 32(6) (a) (i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices No R.587 of 27 July 2012, R.55 of 1 February 2013, R.445 of 28 June 2013, R.935 and R.936 of 6 December 2013, R.479 of 20 June 2014, R.995 of 12 December 2014, R.245 of 27 March 2015, R.564 and R.565 of 3 July 2015, R.915 of 2 October 2015, R.707 of 10 June 2016, R.964 of 26 August 2016, R.1267 of 14 October 2016, R.583 of 23 June 2017, R.9 of 5 January 2018, R.30 of 19 January 2018, R.280 of 1 March 2019, R.401 of 15 March 2019 and R.795 of 17 July 2020 by a further period ending 31 May 2021.


DIRECTOR: COLLECTIVE BARGAINING

DATE: 9/12/2020.....

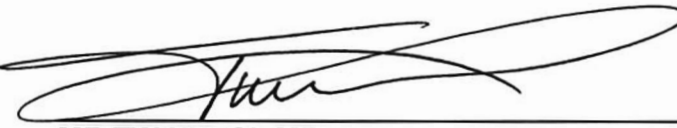
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1363

18 DECEMBER 2020

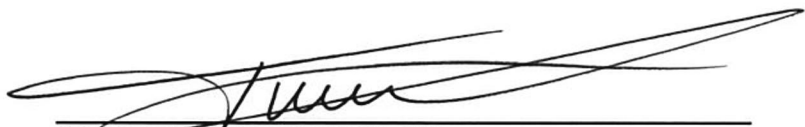
LABOUR RELATIONS ACT, 1995**MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA:
EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Ferry Industry Bargaining Council 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 Second Monday after publication of this Notice and shall remain in force until 31 December 2021.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/12/2020

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA:
UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI
NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA
INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi**Motor Ferry Industry Bargaining Council of South Africa**, ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2021.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/11/2020

SCHEDULE
MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA
MAIN COLLECTIVE AGREEMENT

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

SOUTH AFRICAN MOTOR FERRY ASSOCIATION (SAMFA)

Registration number: LR2/6/3/204

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the
one part,

and the

ASSOCIATION OF MINING AND CONSTRUCTION UNION (AMCU)

Registration number: LR2/6/2/974

and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

Registration number: LR2/6/2/914

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Motor Ferry Industry Bargaining Council of South Africa

1. SCOPE OF APPLICATION

- 1.1 The terms of this agreement shall be observed in the Motor Ferry Industry
as defined hereunder in the Republic of South Africa:

"Motor Ferry Industry" means an industry concerned with the
transportation of motor vehicles by road, whether by vehicle carrier or own

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wheels to and from vehicle manufacturers, harbours, rail, storage depots, dealers and third parties.

1.2 Notwithstanding the provisions of sub-clause 1.1. the terms of this Agreement shall apply to all employees for whom wages are prescribed in this agreement and to employers of such employees.

1.3 Notwithstanding the provisions of clause 1.1, the provisions of this Agreement shall not apply to the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except that an owner-driver who is an employer shall observe the same hours of work and limitations as are specified for an employee.

1. PERIOD OF OPERATION OF AGREEMENT

1.1. This Agreement shall come into operation on 1 January 2019 for parties and shall remain in force for a period not longer than up until 31 December 2021. Hereinafter 2019 will be referred to as "Year 1" for parties only, the coming into operation of his Agreement as "Year 2" and 2021 as "Year 3".

2.2 This Agreement shall come into operation for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force 31 December 2021.

2. DEFINITIONS

2.1. Unless the contrary intention appears, 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 to an Act shall include any amendment to such Act; any reference to the singular shall include the plural and vice versa; any reference to any gender shall include the other gender, and further unless inconsistent with the context.

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended;



"annual leave cycle" means the period of 12 months' employment with the same employer immediately following

- (i) an employee's commencement of employment; or
- (ii) the completion of that employee's prior leave cycle, whichever is applicable;

"Artisan Assistant" means an employee who, although still under supervision of an artisan, works independently on jobs, but is not held fully responsible for final checking, and who does more complex repairs, uses fault-finding equipment, chooses alternative ways of carrying out tasks, operates electric and mechanical equipment and may be required to do jobs such as basic welding – is not fully qualified as an artisan, but could over a period of time complete a portfolio of evidence as part of a recognition of prior learning process in order to access a trade test and become qualified;

"bargaining unit" means permanent employees in Grades 1 to 6 as per annexure 1 of this agreement;

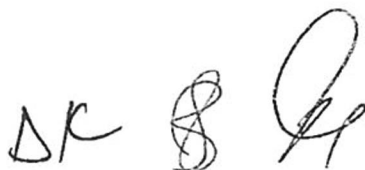
"basic wage" excludes all allowances specified in the agreement, 13th cheque, provident fund contributions and overtime;

"Branch Claims Administrator" means a person who receives information regarding damage to or loss from a vehicle belonging to an employer or client. He/She then conducts investigations, compiles reports and makes recommendations to the branch and coordinates the activities around either repairing the damage or replacing the missing parts or selling off the damaged car;

"Carrier Driver" means a driver that is engaged in driving a car carrier whether rigid or articulated. He/She receives documentation regarding a consignment of vehicles and inspects the Carrier and vehicles to be loaded, loads and lashes down the vehicles onto the carrier. He/She unloads the vehicles at the destination points, be they a depot harbour dealership or any other establishment and obtains the customer's signoff of the documentation;

"chassis" means a vehicle without a body or windscreen which must occasionally be driven by a driver;

"Checker" means a person who does detailed checks of client vehicles for damage and/or missing parts or equipment. It includes the checking and completion of relevant documentation and driving of vehicles for which a code 8 license is required;



"Cleaner" means a person who cleans vehicles, offices and yards and sometimes makes beverages;

"Clerk Filing" means a person who enumerates on and inserts/ retrieves documents into or from relevant files;

"Council" means the Motor Ferry Industry Bargaining Council of South Africa;

"Data Capture Clerk" means a person who captures relevant information/data in written and/or electronic format;

"Debriefer" means a person who briefs or debriefs a Carrier Driver who is departing from or returning to the Depot; He/She provides or obtains full information, documentation and monies to or from the Carrier Driver, as the case may be, and also checks and verifies the information, documentation and inputs and distributes it to the relevant employees or clients;

"Driver Code 8" means an employee who drives vehicles requiring a code 8 driver's license. For the purposes of this definition, the expression 'drives vehicles' includes all periods during which he/she is obliged to remain at his/her post in readiness to drive and any time spent by a driver connected with the vehicle;

"employer" means any person whosoever in the Motor Ferry Industry who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him/her or who permits any person whosoever in any manner to assist him/her in the carrying on or conducting of his/her business or undertaking; and 'employ' and 'employment' have corresponding meanings;

"establishment" means any premises in or in connection with which one or more employees are employed in the Motor Ferry Industry;

"full-time employee" means a permanent employee who works full-time for at least 8 hours per day and at least 5 days per week for 4.333 weeks per month every month;

"hourly rate" means the weekly wage divided by 45;

"hours of work" includes all periods of driving and any time spent by a driver, security officer or any other employee on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his/her post in readiness to work when required to do so, but does not include any meal interval or any period in respect of which a subsistence allowance is payable to an employee in terms of clause 6, if during such interval or period the employee does not work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and the load, if any;

Handwritten signature and initials, possibly 'DK' and a stylized 'S' or 'L'.

"industry" means the Motor Ferry Industry;

"Large Truck Driver" means a driver, other than a Driver Code 8 or a Carrier driver, who drives large trucks (requiring a code 10 or code 14 drivers license), to dealerships or depots or fitment centres

"law" includes the common law;

"limited term employee" means a temporary employee who is employed for a limited period to cover for another employee who is away on extended leave e.g. maternity leave or for a specific project that is required to be done or to cover for an extraordinary workload;

"new business" means an enterprise in its first year of operation regardless of the format of the business;

"night shift" means a shift where 5,5 or more of the ordinary working hours (overtime excluded) of the shift fall within the period 18:00 to 06:00 the next day and excludes any employees who qualify for and receive a **subsistence** allowance;

"Operations Clerk" means a person who receives instructions and vehicle pre-delivery plans and documentation and who issues this to drivers (Code8, Large trucks requiring a code 10 or 14 driving license and Carrier drivers) for delivery. He/she collects and checks post-delivery documentation to ensure it has been correctly completed;

"Operations Coordinator or Team Leader" means a person who coordinates and gives instructions to a team of Code 8 Drivers to carry out inspections and to move vehicles into line for loading or to storage or to a dealer. He/She also ensures that relevant documentation is correctly signed off and returned to the office. He/she sometimes drives a small passenger bus to collect drivers who have delivered vehicles to various destinations;

"ordinary hours of work" means the ordinary hours of work prescribed in clause 8 or, if by agreement between an employer and the employee, the latter works a lesser number of ordinary hours, such lesser hours;

"overtime" means the time that an employee works during a day or a week in excess of the ordinary hours of work;

"owner driver" means an employer who is the owner or part-owner or leaseholder or renter of and who himself/herself drives a motor vehicle in transporting motor vehicles for hire or reward;

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"part-time employee" means an employee not working full-time but who is employed on a permanent basis, and who is only required to work a fixed and limited number of hours per day, per week or per month;

"parties" means the parties to this Agreement;

"permanent employee" means an employee employed by an employer on a permanent indefinite term;

"Pilot Driver" means a driver of a small passenger carrying vehicle (such as a Siyayaya bus) who picks up drivers who have delivered cars on behalf of customers;

"Pump Attendant" means a person who pumps fuel into vehicles, takes tanks readings and records and reconciliates fuel usage;

"Receptionist" means a person who operates a telephone switchboard, greets and welcomes and directs visitors. He/She also assists with general administrative duties;

"relief employee" means an employee, other than the employee of a temporary employment service or a limited term employee, who is employed by the same employer on not more than 14 days per month and not more than 120 days in a 12 month period. Any reference to a casual employee in this Agreement shall be deemed to be a reference to a "relief employee";

"remuneration" for the purposes of severance pay, 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 working for any other person;

"Sangoma" means a person who has been trained and qualified as a Sangoma and who is properly recognised in the community as such;

"severance pay" means payments to which employees are entitled in terms of clause 24 of this agreement if they are dismissed due to operational requirements;

"shift" this means any consecutive period of work, in the course of a working day that has been set by the employer for the execution of all work activities delegated to an employee, but shall not be deemed to include any period of overtime. Provided that each public holiday, each Sunday on which an employee is required to work, each Saturday on which an employee works at least nine hours, or each working day of absence on leave or sick leave, family responsibility leave, study leave, or on the instruction of the employer, as specified in the Agreement, shall be computed as one shift per day;



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"Stock Controller" means a person who extracts, inputs, reconstructs, and distributes electronic stock data and reports regarding vehicles to employees, dealerships and clients. This includes physical stock taking activities and compiling and completing of reconciliation reports;

"substantive issues" means all issues involving cost and affecting the wage packet of employees;

"temporary employment service" means any person who, for reward, procures for or provides to a client other person(s)-

- (i) who render services to, or perform work for, the client; and
- (ii) who are remunerated by the temporary employment service;

"union member" means a paid-up member as defined in a union's Constitution;

"Vehicle Controller" means a person who extracts and inputs electronic and manual data regarding the whereabouts and other information regarding a Car Carrier or any other vehicle involved in deliveries for a client. It includes:

- (i) communicating and liaising with drivers of such vehicles and relevant branch staff to ensure that the dispatch plan is correctly implemented and the coordination, receipt of information and the giving of instructions incidental to the achievement of the plan; and
- (ii) the visual monitoring of vehicles by satellite or other means;

"Vehicle Inspector" means a person who checks interior and exterior of vehicles for damage or losses;

"wage" means the amount of money payable to an employee as a basic wage in respect of his/her ordinary hours of work as specified in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 5 it means such higher amount;

"wage register" means the record required to be kept by employers in terms of clause 33;

"working day" means any period of ordinary hours of work, overtime, meal intervals and rest intervals falling within a single 24-hour cycle and shall be deemed to commence from the time at which an employee starts his/her tour of duty;

"Workshop Assistant" means an employee who checks and changes tyres, carries out minor repairs, on basic equipment under supervision, using limited



tools and manual equipment and also assists in cleaning the work area and workshop;

"Yard Supervisor" means a person who coordinates daily operations and activities of drivers and yard staff in the depots. This includes the parking and documentation of incoming vehicles in parking bays, yard housekeeping, managing yard space, participating in SARs and customs inspections, as well as carrying out mothballing procedures for vehicles in long term storage;

"year", in respect of an employee, means any period of employment in the Industry extending over a period of 252 completed shifts;

2.2. The Council shall be the body responsible for the administration of this Agreement and may, for the guidance of employers and employees, issue interpretations and rulings not inconsistent with the provisions thereof or of the Act.

3. REGISTRATION OF AND PARTICULARS TO BE FURNISHED BY EMPLOYERS

3.1. Every employer or owner-driver who has not already done so in pursuance of a previous agreement of the Council, and every employer or owner-driver who enters the Industry, shall within one month of the date of coming into operation of this Agreement or within one month of entering the Industry, as the case may be, furnish the Council with a statement in the form of Annexure 2 specified for this purpose by the Council, indicating—

3.1.1. the full names of any directors, members, partners or the proprietor and the name under which the business is carried on, together with his/her physical business address and post office box number, if any; and

3.1.2. the names, identification numbers and addresses of all persons covered by this Agreement, as well as the date or year of birth wherever possible.

3.2. On receipt of the particulars referred to in clause 4.1 the Council shall issue to the employer a certificate of registration.

3.3. Every registered employer shall notify the Council within 30 days, in writing, of any changes in the particulars furnished by him on registration.

3.4. Whenever an employer engages or dismisses an employee or whenever an employee leaves the service of an employer, such employer shall notify the



Council accordingly, in writing, in the form of Annexure 4, not later than the 15th day of the next succeeding month.

- 3.5. An employer shall, upon termination of the contract of employment of any of his/her employees, furnish such employee with a certificate of service in the form of Annexure 3. A copy of this certificate shall be forwarded by the employer to the Council not later than the 15th day of the month succeeding the termination of the employee's contract of employment.

4. WAGES

- 4.1. Minimum Wage – No full-time employee shall, be paid a basic weekly wage, in respect of ordinary working hours, at a rate less than that set out below for a person of that grade. The existing minimum rate of all employees in the bargaining unit(s) shall be increased with R2 000.00 (two thousand rand) per month over the three-year period of this agreement as follows:
- 4.1.1.
- 4.1.2. Year 2 the coming into operation of his Agreement – R600 per month;
and
- 4.1.3. Year 3 – R600 per month.
- 4.2. The specific increases for each job grade in the bargaining unit(s) are reflected in Annexure 6 to this agreement.
- 4.3. Current full-time employees in the bargaining unit(s) as at 31 December 2018 who are on higher rates than the minimums as at 31 December 2018:
- 4.3.1. Shall receive increases on their actual basic pay of R600 per month from the coming into operation of his Agreement and R600 per month on 1 January 2021; and
- 4.4. All employees who are not full-time employees shall be paid *pro rata* by calculating the hourly or daily rate of payment, as applicable, and multiplying this rate by the number of hours or days worked, as applicable such amount shall not be less than the National Minimum Wage as amended from time to time.
- 4.5. Wages and Conditions of Employment shall not be negotiated before the lapse of the current wage agreement, thereafter unless agreed otherwise.

5. ALLOWANCES



- 5.1. **Long Service Allowance** – all permanent employees shall receive a service allowance equal to one percent (1%) of their basic wage multiplied by the number of years of uninterrupted completed service with the employer up to a maximum of ten (10) years' service.¹ The allowance shall be paid on either a weekly or monthly basis.
- 5.2. **Long Service Awards** – In addition to the Long Service Allowance referred in clause 6.1 above, employees in the bargaining unit(s) will be entitled to the following Long Service Awards:
- 5.2.1. Ten (10) years' service – A certificate;
- 5.2.2. Fifteen (15) years' service – A certificate and payment of R5 000; and
- 5.2.3. Twenty (20) years' service – A certificate and payment of R7 500.
- 5.3. **Subsistence and Travelling (S&T) Allowance** – An employee who is required to be out of town between 23:00 and 04:00 shall be paid an S&T allowance as set out below:
- 5.3.1.
- 5.3.2. Year 2 for parties and for non parties with effect from the coming into operation of this Agreement – R178; and
- 5.3.3. Year 3 – R190.
- 5.4. **Cross-border subsistence & travel allowance** – An employee who is required to cross the border in the execution of his duties shall be paid S&T, comprising of a sleeping out allowance and a meal allowance (breakfast lunch and supper) as set out below:
- 5.4.1.
- 5.4.2. Year 2 for parties and for non parties with effect from the coming into operation of this Agreement – R230; and
- 5.4.3. Year 3 – R242.
- 5.5. **Chassis Allowance** – Where an employee is required to drive a chassis the employee shall be paid (in addition to any wage or overtime to which the employee may be entitled) an allowance of nineteen (19) cents per kilometre.

¹ For example, an employee who has 5 years' uninterrupted completed service with the employer shall receive an allowance of 5% on his / her weekly or monthly basic wage. With each additional year of completed service the service allowance will go up by 1% until the maximum of 10% is reached. Thereafter, the service allowance remains at 10%.



- 5.6. **Acting Allowance** – Whenever an employee acts in a job that is normally paid at a rate higher than that at which the employee is normally paid, the employee shall be entitled to receive the higher rate of pay for the period in which the employee acts in such position.
- 5.7. **Loading and Lashing Allowance** – The employers will pay carrier drivers a loading and lashing allowance as set out below. The allowance will not be paid in respect of any period or periods that the driver is not at work due to absence on annual leave, or sick leave in excess of one week:
- 5.7.1.
- 5.7.2. Year 2 for parties and for non parties with effect from the coming into operation of this Agreement – R340; and
- 5.7.3. Year 3 – R360.
- 5.8. **Night Allowance** – Employees required to work a shift system will be paid a night allowance, as set out below, of the basic wage rate. This allowance will be applicable to any hours worked between 18:00 and 06:00 each day. Where there is another agreement with an employer concerning night allowance that is superior to this clause then the superior agreement of that employer will apply to that employer's employees.
- 5.8.1.
- 5.8.2. Year 2 for parties and for non parties with effect from the coming into operation of this Agreement – 11%; and
- 5.8.3. Year 3 – 11,5%
- 5.9. **Housing Allowance** – The payslip of an employee will reflect an amount of R1 500 of his basic salary as a separate line item "Housing Allowance". An employee wishing to utilise this mechanism for the purposes of buying or renting a property, shall complete the necessary form to be designed, agreed upon and included in this agreement.
- 5.10. **Sick Leave Bonus** – The parties agree to a separate process for the purpose of investigating the options related to a Sick Leave Bonus and present a report to Council before 31 July 2019.
- 5.11. **Malaria Medication** – Malaria medication will be supplied at no cost to drivers when engaged in cross border trips.

6. EXTENDED BARGAINING UNIT



- 6.1. The parties agree that the current process of the Job Grading Committee will continue, with a mandate to move over to the Paterson job grading system and investigate the extension of the bargaining unit to include specific designations as identified.
- 6.2. The Job Grading Committee shall present its findings to Council before 31 July 2019 and Council shall make a further determination regarding the implementation of the new job grading system.
- 6.3. The extension of the bargaining unit shall be negotiated as soon as possible thereafter but before the next wage negotiations to take place in 2021.

7. PAYMENT OF REMUNERATION

- 7.1. Employees other than relief employees: Wages, payments for overtime, allowances and all other payments due to an employee shall be paid in cash weekly by the employer during the ordinary hours of work of the employee on the usual pay day of the establishment, or, with the written consent of the employee, monthly in cash or by cheque during the ordinary hours of work of the employee or by direct deposit into an account designated by the employee on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day.
- 7.2. All such payments shall be accompanied by a statement showing-
 - 7.2.1. the employer's name and address;
 - 7.2.2. the employee's name or his/her number on the payroll and his/her category;
 - 7.2.3. the number of ordinary hours of work worked by the employee;
 - 7.2.4. the number of overtime hours worked by the employee;
 - 7.2.5. the employee's wage;
 - 7.2.6. details of any other payments arising out of the employee's employment;
 - 7.2.7. details of any deductions made;
 - 7.2.8. the actual amount paid to the employee; and
 - 7.2.9. the period in respect of which payment is made, and the envelope or the statement on which such particulars are shown, shall become the property of the employee.
- 7.3. All deductions shall be in accordance with and in terms of the provisions of the Basic Conditions of Employment Act 75 of 1997, as amended.



8. HOURS OF WORK

- 8.1. The ordinary hours of work of an employee shall not exceed forty-five (45) hours in any week. Regular daily shift commencement times shall be regulated by individual employers.
- 8.2. **Meal intervals:** An employer shall not require or permit an employee to work for longer than five hours continuously without a meal interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime: Provided that the period of five hours may be extended to not more than seven hours for the purpose of loading or unloading a vehicle: Provided further that -
- 8.2.1. such interval may be reduced to not less than half an hour by written agreement between an employer and his/her employee;
 - 8.2.2. periods of work interrupted by intervals of less than one hour, except when proviso 9.2.1 or 9.2.5 applies, shall be deemed to be continuous;
 - 8.2.3. if such interval is longer than one (1) hour, any period in excess of one and quarter hours shall be deemed to be time worked;
 - 8.2.4. only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work; and
 - 8.2.5. when on any day, by reason of overtime worked, an employer is required to give an employee a second meal interval, such interval may be reduced to not less than fifteen (15) minutes.
- 8.3. **Rest intervals:** An employer shall not require or permit an employee to work so that he/she has less than nine consecutive hours for rest in any period of twenty-four (24) hours, calculated from the time the employee commences work on any day.
- 8.4. An owner-driver who is an employer shall observe the same hours of work and limitations as are prescribed herein for an employee.
- 8.5. **Compressed working week:** Employers may by agreement schedule and require employees to work up to twelve (12) hours a day, inclusive of meal intervals, without overtime pay.



- 8.6. **Averaging of hours of work:** Ordinary hours of work and overtime may be averaged over a period of up to four months by collective agreement.

9. REST DAYS FOR LONGHAUL CARRIER DRIVERS

- 9.1. Some long-distance carrier drivers currently working a duty of fourteen (14) days are entitled to a rest period of sixty (60) hours.
- 9.2. Should a duty of fourteen (14) days end after 12:00 on a Wednesday, the rest period of sixty (60) hours commences when the tour ends and will run until 24:00 on Friday night. Any part of the rest period of sixty (60) hours which has not expired by 24:00 on Friday night shall be the unexpired part of the rest period.
- 9.3. In the circumstances mentioned in clause 9.2 above, any unexpired part of the rest period which is to run between 24:00 on Friday night and 24:00 on Sunday night will not be calculated as forming part of the rest period of sixty (60) hours. This means that from 24:00 on Sunday night the unexpired part of the rest period of sixty (60) hours, if any, will continue to run until it is completed.
- 9.4. When the total period including the rest period of sixty (60) hours plus the Saturday and Sunday ends, the long-distance carrier driver will be required to report for duty for the purpose of commencing his/her next tour of duty of fourteen (14) days.
- 9.5. Long-distance carrier drivers will, as at present, not be paid for the rest period on Saturday and Sunday. They will only be paid for time off taken during the week, being from 24:00 on Sunday night until 24:00 on a Friday.
- 9.6. The above arrangements are voluntary and long-distance carrier drivers may opt to report for duty after the rest period of sixty (60) hours.
- 9.7. If a long-distance carrier driver wishes to take the extra time off over a weekend (between 24:00 on a Friday night and 24:00 on a Sunday night) as contemplated above, he/she shall give at least 5 (five) working days' notice before the end of the tour of duty of fourteen (14) days to a designated person of the employer. If the driver is unable to contact the designated person in due time for example because he/she is out of cell phone range or has insufficient air-time but he/she nevertheless wishes to take the extra rest days, the employer will make reasonable efforts to accommodate such requests. In all other circumstances it will be assumed



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that the driver does not want to take the extra days off. A written record of those employees taking such time off will be kept.

- 9.8. Employers shall be entitled to schedule drivers' tours of duty so that the operational requirements of the employer are not disrupted to the extent that there are insufficient drivers to carry out planned trips.

10. FURTHER SPECIFIC PROVISIONS FOR LONG-DISTANCE CARRIER DRIVERS

- 10.1. **PAYMENT FOR REST PERIOD:** Where the rest period of sixty (60) hours or any part thereof, falls on a weekday (Monday to Friday) the Long-distance carrier driver will receive a proportional payment based on 22.5 (twenty-two and a half) ordinary hours. Where the rest period or any part thereof falls on a Saturday or Sunday the long-distance carrier driver will not receive any payment in respect of that period.
- 10.2. **PAYMENT FOR OVERTIME:** Long-distance carrier drivers will be paid one and one-half times their normal hourly rate for each hour of overtime worked.
- 10.3. **PAYMENT FOR SATURDAY WORK:** Long-distance carrier drivers will be paid one and one-half times their normal hourly rate for every hour worked on a Saturday.
- 10.4. **PAYMENT FOR SUNDAY WORK AND PUBLIC HOLIDAYS:** Long-distance carrier drivers will be paid double their normal hourly rate for every hour worked on a Sunday or a Public Holiday.
- 10.5. **GENERAL:**
- 10.5.1. There will be one driver per carrier operating for 9 ordinary hours per day and, in order to meet the operational requirements of manufacturers, overtime work will be necessary each day.
- 10.5.2. An employer shall not require or permit an employee to work more than 90 hours in any week, inclusive of ordinary hours of work, overtime hours and hours worked on a Sunday or paid holiday.
- 10.5.3. Single long-distance carrier drivers will have to stop for sleeping purposes during the hours of 23:00 and 05:00 unless otherwise agreed. During this period S&T will be payable.



10.5.4. Long-distance carrier drivers will be paid per hour and payment will be made weekly or monthly (to be decided by each long-distance carrier driver and advised to management).

11. SHORT TIME

11.1. When an employer is facing a temporary slump in activity and contemplates short time, the employer must consult any registered trade union whose members might be affected by the contemplated short time or, if there is no such trade union, the employees likely to be affected by same, or their nominated representatives.

11.2. The employer and the other consulting parties must, in the consultation envisaged by above clauses, engage in a meaningful joint consensus-seeking process and attempt to reach consensus on appropriate measures:

11.2.1. To avoid the short time;

11.2.2. To minimise the impact of the short time;

11.2.3. To change the timing of the short time; and

11.2.4. To mitigate the adverse effects of the short time, by:

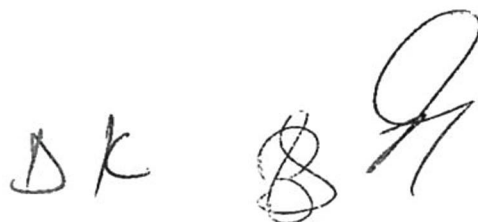
11.2.4.1. As a first option, temporary placement of employees at other operations of the employer in order to guarantee remuneration;

11.2.4.2. As a second option, only when the first option has been exhausted, rotation of employees in a shift system, so that all affected employees work at least thirty-six (36) hours of their normal working hours per week; and

11.2.4.3. As a last option, only when the first and second options have been exhausted, granting paid time off by way of annual leave during the period of short time, or part thereof, subject to the provisions of clauses 12.10.4 and 12.10.6 below; and

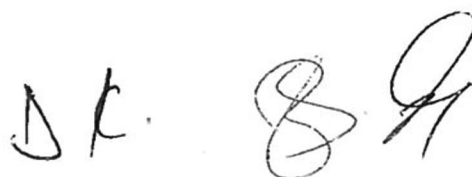
11.2.5. The method for selecting the employees to be affected by the short time, as well as the method for selecting employees to participate in the mitigating strategies contemplated in clause 12.2.4 above.

11.3. The employer must issue a written notice, inviting the other consulting party to consult with it within seventy-two (72) hours, disclosing in writing all relevant information, including, but not limited to:

The block contains handwritten signatures and initials. On the left, the letters 'DK' are written in a simple, blocky font. To the right of 'DK' are two distinct handwritten signatures. The first signature is a cursive 'B' followed by a vertical line. The second signature is a more complex cursive script, possibly reading 'GJ' or similar, with a large loop at the end.

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- 11.3.1. The reasons for the proposed short time;
- 11.3.2. The alternatives that the employer considered before proposing the short time, and the reasons for rejecting each of those alternatives;
- 11.3.3. The number of employees likely to be affected and the job categories in which they are employed;
- 11.3.4. The proposed method for selecting affected employees;
- 11.3.5. The time when, or the period during which, the short time is likely to take effect;
- 11.3.6. Any assistance that the employer proposes to offer to the employees on short time; and
- 11.3.7. The possibility of the short time being called off before the anticipated end time.
- 11.4. The provisions of section 16 of the Labour Relations Act apply, read with the changes required by the context, to the disclosure of information in terms of the previous clause.
- 11.5. In any dispute in which an arbitrator or the Labour Court is required to decide whether or not any information is relevant, the onus is on the employer to prove that any information that it has refused to disclose is not relevant for the purposes for which it is sought.
- 11.6. The employer must allow the other consulting party an opportunity during consultation to make representations about any matter dealt with in the clauses above, as well as any other matter relating to the proposed short time.
- 11.7. The employer must consider and respond to the representations made by the other consulting party and, if the employer does not agree with them, the employer must state the reasons for disagreeing.
- 11.8. If any representation is made in writing, the employer must respond in writing.
- 11.9. The employer must select the employees to be placed on short time according to selection criteria:
 - 11.9.1. That have been agreed to by the consulting parties; or
 - 11.9.2. If no criteria have been agreed, criteria that are fair and objective.
- 11.10. Notwithstanding the above:



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- 11.10.1. During any period of short time, there shall be no overtime work; and
- 11.10.2. During any period of short time, the employer shall not utilise the services of a temporary employment service in the positions of the employees who are on short time.
- 11.11. Before implementing any short time, the employer shall place employees potentially affected by the implementation of short time in positions where that work is being performed by temporary employment services, provided such employees are able to perform that work.
- 11.12. The consultation period after receiving the notice contemplated in clause 3 above, shall not be less than seventy-two (72) hours, unless the parties reach agreement at an earlier stage during the consultation;
- 11.13. No employer shall institute short time for less than two (2) working days or more than five (5) working days at a single instance, with the understanding that the first two (2) days of short time shall be normal working days with employees earning the same remuneration for those two (2) days;
- 11.14. No employer shall institute short time for more than one (1) instance within a period of twenty-one (21) days;
- 11.15. In extreme cases and by agreement between parties, the short time can be extended upon the return to normal time after the five (5) days of short time, on condition that:
- 11.15.1. The extension shall start with two (2) days of normal time and end after a maximum of five (5) days of short time;
- 11.15.2. For and during the extended short time, the employer shall be bound by the same mitigating efforts outlined in clause 12.2.4 above; and
- 11.15.3. Fifty percent (50%) of the paid time off for the extended short time shall be borne by the employer as company leave, and fifty percent (50%) from the affected employee's annual leave endowment.

12. LEAVE

- 12.1. All employers shall grant an employee 15 working days leave in respect of each annual leave cycle.



12.2. All full-time permanent employees will receive the following additional annual leave:

- 12.2.1. Employees who have 6 consecutive years of completed service with the employer, will accrue one additional day's leave during the 7th year of service;
- 12.2.2. Employees with 7 consecutive years of completed service with the employer will accrue an additional 2 working days' leave during the 8th year of service;
- 12.2.3. Employees with 8 consecutive years of completed service with the employer will accrue an additional 3 working days' leave during the 9th year of service;
- 12.2.4. Employees with 9 consecutive years of completed service with the employer will accrue an additional 4 working days' leave during the 10th year of service;
- 12.2.5. Employees with 10 consecutive years of completed service with the employer will accrue an additional 5 working days' leave during the 11th year of service; and
- 12.2.6. All Employees with more than 10 consecutive years of completed service with the employer will consequently receive 5 extra working days leave during the 12th and subsequent years of service.

12.3. Where an employer closes down its operation completely or partially for the December / January holiday period employees who are not required to work shall take their leave during such period.

13. FAMILY RESPONSIBILITY LEAVE

13.1. Employees who have been employed by an employer for longer than four months and who work for at least four days a week for that employer are entitled to family responsibility leave as follows:

- 13.1.1. during each annual leave cycle, three days paid leave and two days unpaid leave when the employee's child is born or when the employee's child or spouse is sick; and
- 13.1.2. three days paid leave and two days unpaid leave, per incident, in the event of the death of the employee's spouse or life partner; or



the employee's parent, parent-in-law, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

- 13.2. For a day's paid family responsibility leave, an employee will receive the wage the employee would ordinarily have received for work on that day and on the employee's usual payday. An employee may take family responsibility leave in respect of the whole or part of a day.
- 13.3. All new employees will submit a list of names of the agreed family members. Should this list change, employees must immediately inform their management in writing of the changes. Family Responsibility leave will not be granted for anyone except in relation to the names on this list.
- 13.4. Before an employee will receive any payment for family responsibility leave, the employee must provide reasonable proof of the event for which leave was required.
- 13.5. An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

14. SICK LEAVE

- 14.1. In this sub-clause "sick-leave cycle" means the period of 36 months of employment with the same employer immediately following –
- 14.1.1. employee's commencement of employment; or
 - 14.1.2. the completion of such employee's previous sick-leave cycle.
- 14.2. During every sick-leave cycle, an employee shall be entitled to an amount of paid sick leave equal to the number of days he/she would normally work during a period of six weeks.
- 14.3. Notwithstanding clause 15.2, during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.
- 14.4. During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 15.2 by the number of days' sick leave taken in terms of clause 15.3.
- 14.5. Subject to clause 15.6, an employer shall pay an employee for a day's sick leave –
- 14.5.1. the wage the employee would ordinarily have received for work on that day; and
 - 14.5.2. on the employee's usual payday.



14.6. Proof of incapacity:

14.6.1. An employer shall not be required to pay an employee in terms of this clause 14 if such employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that he/she was unable to work for the duration of his/her absence on account of sickness or injury.

14.6.2. The medical certificate shall be issued and signed by a medical practitioner or any person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

15. SANGOMA LEAVE

15.1. Subject to clause 16.2 below employers shall recognize Sangomas (traditional healers) for the purposes of sick leave.² Sangoma leave will only be recognised where the employee gives the employer prior notice of his/her intention to consult a Sangoma.

15.2. In cases where a medical certificate would be required in the normal course of events and the employee has complied with clause 16.1 above then the employee is required to provide a satisfactory letter from the Sangoma he/she has consulted, that states that the employee is incapacitated due to illness, gives the nature of the illness and specifies the period of time for which the employee is booked off.

15.3. The number of days paid sick leave is as per clause 15 above.

16. MATERNITY LEAVE

16.1. During an employee's first year of service the employee shall be entitled to four (4) consecutive month's unpaid maternity leave.

16.2. After completion of one year's uninterrupted service with an employer, employees shall be entitled to up to six (6) months' maternity leave, of which

² This means that if employees decide to visit a Sangoma rather than a doctor and are booked off sick by the Sangoma, then this will be regarded by the employers in the same manner as a sick leave certificate.



three (3) months will be paid at one third the employee's basic wage and three (3) months unpaid.³

17. STUDY AND EXAMINATION LEAVE

17.1. All employees shall receive three (3) days study and exam leave per approved subject per annum.⁴ Approval is within the sole discretion of management but may not be unreasonably withheld.

18. VACANCIES AND PROMOTION

18.1. Employers shall advertise any vacancies at the relevant workplace, and employees applying to fill such vacancies will be considered on merit.

19. PROVIDENT FUND

19.1. The General Secretary of the Council shall arrange for presentations by a number of provident funds, including the Igula Fund and current funds, to make presentations to Council regarding benefits and costs. Council shall deliberate and decide on a single provident fund to be implemented at all employer parties to Council, before 31 July 2019.

19.2. Where an employee is a member of a retirement fund, the employer of such employee shall contribute to the retirement or provident fund an amount equivalent to at least 10% of the employee's basic pay. An employee shall contribute at least 8.5% of the employee's basic pay to the retirement or provident fund.

19.3. An employer shall be entitled to deduct from an employee who is a member of any of the aforementioned retirement funds the employee's contribution of 8.5% of the employee's basic pay. The employee's contribution, once deducted, together with the employer's contribution shall be paid over to the relevant fund by the employer by no later than the fifth day of each month or in terms of the rules of the relevant fund.

20. THIRTEENTH CHEQUE

20.1. Employees who are in employment on 1 December of the particular year, and who have been employed for the previous twelve (12) months shall

³ Employers will assist pregnant employees with claiming UIF from the Department of Labour



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receive a thirteenth cheque equivalent to 4.333 weeks' pay over and above their December pay. Employees who have been employed for less than twelve (12) months will receive a pro rata thirteenth cheque.

- 20.2. The PAYE tax due in respect of thirteenth cheques will be deducted monthly in equal instalments from employees' salaries in the period prior to December. Employees will receive a separate pay slip in respect of their 13th cheque payment.

21. TERMINATION OF EMPLOYMENT

- 21.1. An employer or an employee, may terminate the contract of employment only on written notice of not less than –

- 21.1.1. one week, if the employee has been employed for 6 months or less;
- 21.1.2. two weeks, if the employee has been employed for more than 6 months but not more than one year;
- 21.1.3. four weeks, if the employee has been employed for more than one year.

- 21.2. Nothing contained in clause 22.1 above shall affect:

- 21.2.1. the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient; or
- 21.2.2. any agreement between an employer and an employee that provides for a period of notice of equal duration on both sides of longer than one week, two weeks or four weeks, as the case may be: Provided that if an agreement has been entered into in terms hereof, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

22. PAYMENT INSTEAD OF NOTICE

- 22.1. Instead of giving an employee notice in terms of clause 22 above, an employer may pay the employee the remuneration the employee would have received, if the employee had worked during the notice period.
- 22.2. If an employee gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the remuneration

⁴ Application must be made to the respective management



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referred to in clause 23.1 unless the employer and employee agree otherwise.

23. SEVERANCE PAY

- 23.1. All employees who are dismissed due to operational requirements and whom are entitled to severance pay will be paid Severance Pay of 1.5 weeks basic pay per year of continuous service, subject to permanent employees with more than 6 (six) months' continuous service whom will be paid Severance Pay of 1.4 weeks basic pay per year of continuous service with a pro-rata severance payment for any part years' service.
- 23.2. During a retrenchment process in a company a union recognised as a collective bargaining agent may enter into ad hoc negotiations with the respective employer at plant level to improve the severance payments of its members.

24. EXPENSES OF THE COUNCIL

- 24.1. The expenses of the Council shall be met in the following manner-

- 24.1.1. An amount equivalent to R30 per month shall be deducted by an employer from the wage of every employee in employment within the bargaining unit. To this amount so deducted the employer shall add R60 per month for each employee and pay the total amount, not later than the twentieth day of each month, following that to which it relates, into the General fund bank account.
- 24.1.2. An owner-driver shall contribute R15 per month in respect of himself/herself as driver and/or owner.
- 24.1.3. An employer shall, when remitting the amounts payable in terms of clause 25.1, also submit to the Secretary of the Council at the same address, by not later than the twentieth day of the following month, a monthly return with the particulars in the form specified by the Council for this purpose (including each employee's full names surname, date of birth and identification number).

25. EXEMPTIONS BY THE COUNCIL

- 25.1. Applications by both parties and non-parties for exemption from any of the provisions of this Agreement shall comply with the following requirements-



-
- 25.1.1. The applicant must negotiate with the respective unions (or employees in the absence of a recognised union) in an attempt to reach consensus regarding the application.
- 25.1.2. If consensus is reached, an agreement signed by the Employer and Union or affected Employee/s (in the absence of a recognised Union) must be attached in support of the application.
- 25.1.3. If no agreement is reached, the Union or affected Employee/s (in the absence of a recognised union) must be given the opportunity to sign the application indicating its/their lack of agreement whereafter the applicant shall be entitled to forward the application to the Council's exemption committee at the following address for consideration:
- 25.1.3.1. Motor Ferry Industry Bargaining Council, Regus Business Centre, 2nd Floor, West Tower, Nelson Mandela Square, 2146, Tel (011) 881 5600, e-mail jgyoung493@gmail.com.
- 25.2. The application shall be considered by the relevant body at its regular meeting and will make a decision in writing, giving written reasons therefore. The application for exemption must be decided upon within a period of 30 days of receipt thereof.
- 25.3. If any party, including the applicant, the union or an Employers Association which is party to the Council is dissatisfied with the decision, then that party may appeal to the Independent Appeal Board.
- 25.4. The Applicant must notify the Council in writing of its intention to appeal within 14 days of its application for exemption having been refused. The Applicant must then lodge its appeal within 10 days of his Notice of Intention to Appeal. A party that wishes to oppose the appeal must file its opposition with the Council within 10 days of being notified of the appeal. The Council must then, within a period of 10 days, constitute the independent appeal body, which body must decide the appeal within a period of 10 days.
- 25.5. In considering the application, the Exemption Body and the Independent Appeal Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:



- 25.5.1. The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and Exemption Certificates;
- 25.5.2. Any special circumstances that exist;
- 25.5.3. Any precedent that might be set;
- 25.5.4. The interests of the Industry as regards:
 - 25.5.4.1. unfair competition;
 - 25.5.4.2. collective bargaining;
 - 25.5.4.3. potential for labour unrest; and
 - 25.5.4.4. increased employment.
- 25.5.5. The interests of employees as regards:
 - 25.5.5.1. exploitation;
 - 25.5.5.2. job preservation;
 - 25.5.5.3. sound conditions of employments;
 - 25.5.5.4. possible financial benefits;
 - 25.5.5.5. health and safety; and
 - 25.5.5.6. infringement of basic rights.
- 25.5.6. The interests of the employers as regards:
 - 25.5.6.1. financial stability;
 - 25.5.6.2. impact of productivity;
 - 25.5.6.3. future relationship with employees' trade union; and
 - 25.5.6.4. operational requirements.
- 25.6.

The Independent Appeal Board shall hear and decide and inform the applicant and the council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 25.7. The Independent Body established by Council in terms of section 32 of the Labour Relations Act of 1995 shall consist of a panel of 2 independent experts appointed by the Council to consider appeals against the refusal by Council's Exemption Body to grant exemptions or the withdrawal of an exemption by the Council. The Independent experts shall be South African citizens with no less than 5 years' experience in dispute resolution. The independent experts must also be knowledgeable about the labour market, conditions of employment and exemption processes.



26. EXHIBITION OF AGREEMENT AND NOTICES

- 26.1. An employer shall keep available on the premises in which he/she operates or at the usual place for the payment of wages, readily accessible to his/her employee(s), a legible copy of this Agreement in toto, and in two official languages.
- 26.2. An employer shall affix and keep affixed in a like manner a notice specifying the day of the week and the time and place at which wages will ordinarily be paid weekly. If the wages are paid at more than one place, the notice shall specify the places.

27. AGENTS TO THE COUNCIL

- 27.1. One or more persons shall be appointed by Council as agent(s) to assist in enforcing the terms of Council's Collective Agreements.
- 27.2. The Council may, in terms of section 33 of the Act, request the Minister of Employment and Labour to appoint any person as a designated agent of the Council.
- 27.3. A designated agent shall have all the powers contained in the relevant sections of section 33(1A) (a) and schedule 10 of the Act.

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29. STUDY GRANT SCHEME

- 29.1. Employees wishing to study towards education higher than ABET level 4 (Grade 8/Std 6) will be eligible for the study grant scheme. On approval of an application for such a grant the employer concerned will pay up to 50% of the cost of the education fees for that particular year to the educational service provider.
- 29.2. The amount paid to the service provider will however be repayable to the respective employer by the employee if the employee is unsuccessful with the requirements for passing that year.
- 29.3. The same scheme will also be applicable for employees wishing to study towards a transport qualification through a Technikon or University or to a person with less than ABET 4 where that person wishes to study towards a relevant qualification such as a trade test as a diesel mechanic or trade school.



30. DISHONoured CHEQUES

- 30.1. Whenever an employer pays any sum of money that is due to the Council in terms of this Agreement in any manner other than in cash, and such payment is dishonoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1.5 percent of the amount of the purported payment.
- 30.2. Any penalty due to the Council in terms of this clause shall be payable on demand.

31. ENFORCEMENT/LEGAL COSTS

- 31.1. Whenever it becomes necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of any amount of money deducted by an employer from any monies due to an employee but not paid over to the Council, then and in such event the debtor shall be liable for all costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having been instructed by the Council to collect the amount.

32. TIME AND WAGE REGISTERS

- 32.1. Every employer shall in respect of each place where he conducts business, keep available for inspection, an up-to-date record of the earnings paid to and the time worked by each of its employees to which this agreement applies. All entries shall be of a permanent nature and non-erasable.
- 32.2. Every employer shall retain the completed record referred to in clause 32.1 for a period of three years subsequent to the date of the last entry in it.
- 32.3. Every employer shall upon the commencement of employment of every employee, enter the following into the record referred to in clause 32.1-
- 32.3.1. the full first names, surname and identity number of the employee;
 - 32.3.2. the class of his/her employment; and
 - 32.3.3. the date of commencement of his/her employment.

33. INTEREST CLAUSE

- 33.1. Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable on such amount or on any such lesser amount as may remain unpaid, calculated from the due date of payment at the rate applied by the Reserve bank at the time.

34. PROFESSIONAL DRIVING PERMIT

- 34.1. Drivers shall be responsible for completing all administrative formalities and ensuring that their Professional Driving Permits are timeously renewed.
- 34.2. Employers shall refund drivers the prescribed fees for renewal of a driver's Professional Driving Permit and the cost of a medical certificate and fingerprinting if officially required, on the driver's furnishing a receipt of proof of payment.
- 34.3. In the event of a driver leaving employment of his/her own accord within six months of the date of renewal of his/her Professional Driving Permit, the employer shall be entitled to recover a pro rata amount of the fee paid by means of a deduction from the employee's wage/leave pay.

35. PARTICIPATION IN TRANSPORT EDUCATION AND TRAINING AUTHORITY

- 35.1. Employers shall participate in the Transport, Education and Training Authority ('TETA'). The Chairperson of the Council shall be seconded to represent the Council on TETA.

36. CROSS BORDER EXPEDITING FEES

- 36.1. Employers shall be responsible for the direct payment of 'expediting' fees to agreed contracted agents upon approval by the employer to assist the driver in crossing borders.

37. LEVELS AND PROCEDURE FOR BARGAINING IN THE INDUSTRY

- 37.1. The industry negotiating committee shall be the sole forum for the purposes of negotiating conditions of employment in the Motor Ferry industry and any other matters, which seek to improve the remuneration of employees.
- 37.2. Apart from the normal annual wage demands made at industry level, no demands relating to Conditions of Employment and / or any other matters, which seek to improve the remuneration of employees, shall be submitted to



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an individual employer or employer's organisation during the currency of an agreement between an individual employer or employers' organisation and a union.

- 37.3. A union or its members shall not declare a dispute, initiate, instigate or take part in any industrial action, including a strike against an employer or employers organisation if the matter giving rise to such a dispute or industrial action involves a dispute (or alleged dispute) with an employer or employers' organisation relating to the issues contemplated in clause 39.

38. RESOLUTION OF DISPUTES

- 38.1. Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the provisions of Labour Relations Act 66 of 1995, as amended.

- 38.2. Any other disputes shall be dealt with as per the dispute resolving mechanisms in the Labour Relations Act No 66 of 1995, as amended.

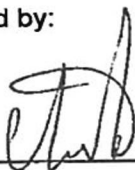
38.3. Arbitration:

- 38.3.1. If any dispute is or may be referred to arbitration in terms of the Labour Relations Act, the Basic Conditions of Employment Act or the Employment Equity Act, there shall be no industrial action in connection with any such issue.

- 38.3.2. Any such arbitration envisaged in clause 39.3.1 above will be conducted in terms of the arbitration procedure (see Annexure 5).

Signed at Isando, for and on behalf of the parties to the Council,
this 24th day of October 2020

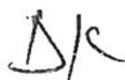
Signed by:



Chairperson of the Council



Vice-Chairperson of the Council



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Secretary of the Council

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**ANNEXURE 1: INDUSTRY JOB GRADES IN BARGAINING UNIT FROM
THE DATE OF COMING INTO OPERATION OF THIS AGREEMENT****Grade 1**

- Cleaner

Grade 2

- Clerk filing
- Vehicle Inspector
- Driver Code 8
- Workshop Assistant
- Pilot Driver
- Pump Attendant

Grade 3

- Checker
- Data Capture Clerk
- Operations Clerk
- Operations Coordinator / Team Leader
- Large Truck Driver
- Receptionist

Grade 4

- Yard Supervisor
- Stock Controller

Grade 5

- Artisan Asst
- Vehicle Controller

Grade 6

- Branch claims Administrator
- De-briefer
- Carrier driver



ANNEXURE 2**CERTIFICATE OF REGISTRATION****ISSUED BY THE****MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA****Reg.No LR/2/6/6/152****THIS IS TO CERTIFY**

That the undermentioned person/firm is duly registered as an employer with the Motor Ferry Industry Bargaining Council of South Africa in the Magisterial District of.....

Trading in the Name
of.....
.....

Name of Company/Close
Corporation/Firm.....
.....

Full name(s) of proprietor, partners, directors or members:

1..... 2.....

3.....

4.....

Date of commencement of
business.....

The block contains three handwritten marks. On the left is a signature that appears to be 'D/K'. In the center is a circular stamp or seal. To the right of the stamp is a large, stylized handwritten signature.

Business

address.....

.....

.....

.....

ISSUED under my hand at JOHANNESBURG this.....day of
...20....

.....SECRETARY

NOTE:

(This certificate merely confirms that the holder is registered with the Council as an employer and does not indicate any degree of competency or capability.)

Address of council

N.B. In the event of sequestration, winding up, abandonment of business, transfer, commencement of additional business or change in the type of business, address, ownership or management, the Council must be notified of such change within 30 days, in writing.

WHEN AN EMPLOYER CEASES TRANSPORT OPERATIONS, THIS CERTIFICATE MUST BE RETURNED TO THE COUNCIL:

The block contains two handwritten signatures. The first signature on the left is 'SK'. The second signature on the right is a stylized, cursive signature that appears to be 'R' followed by a large loop.

ANNEXURE 3**MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA**

Regus Business Centre
2nd Floor West Tower
Nelson Mandela Square
2109
Sandton

CERTIFICATE OF SERVICE -**Date**
.....**Employer's Name**
.....**Business Name**
.....**Business Address**
.....**No.** **Telephone**
.....**Driver's Name**
.....**Driver's Address**
.....**Identity No./Ref.No.**
.....**U.I.F. Serial No.**
.....**Date Service Commenced**
.....**Date Service Terminated**
.....**Weekly Wage Paid.**
.....

36

Leave Pay paid on termination

* Reasons for Termination of Service

Previous Employer

Employer's Signature

* Insert numerals only of relevant heading, viz.
Other.

1. Resignation. 2. Reduction of staff. 3.

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ANNEXURE 5

1. Referrals to arbitration will be as per the relevant provisions of the Labour Relations Act No 66 of 1995, as amended, or as per any existing binding collective agreement. Alternatively, the parties to a dispute may agree to private arbitration.
2. The referring party to arbitration must attempt to agree with the other party to the dispute :
 - * Issues in dispute.
 - * Issues not in dispute.
 - * Documents which both parties agree to as common cause.
2. A covering letter attaching the bundle of agreed documents, issues in, and not in, dispute must be sent to the arbitrator no later than 3 days before the arbitration.
3. The arbitrator may conduct the arbitration in accordance with any procedure he/she considers appropriate and may also make a cost awards against an applicant or respondent on the basis of a frivolous and/or vexatious cases. The relevant sections of the Labour Relations Act, Basic Conditions of Employment Act or Employment Equity Act (whichever applicable to this case) regarding reinstatement or compensation will be applicable.
- 5 Where relevant, legislation requires the matter to be dealt with by the Labour Court, then the matter may not be arbitrated upon unless both parties to the dispute agree.



Annexure 6**Minimum Wages per Job Grade**

GRADE			As from 1 January 2020 for parties and for non parties with effect from the coming into operation of this Agreement	As from 1 January 2021
GRADE 1			R8118	R8718
GRADE 2			R8606	R9206
GRADE 3			R9087	R9687
GRADE 4			R9847	R10447
GRADE 5			R10391	R10991
GRADE 6			R11643	R12243



DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 1364

18 DECEMBER 2020

PROMOTION OF NATIONAL UNITY AND RECONCILIATION ACT, 1995

CORRECTION NOTICE: AMENDMENT OF REGULATIONS RELATING TO
ASSISTANCE TO VICTIMS IN RESPECT OF BASIC EDUCATION

Regulations 6 and 7 of the Amendment of Regulations relating to Assistance to Victims in respect of Basic Education, as published by Government Notice No. R. 1193 of 6 November 2020, must be replaced by the following regulations:

“Amendment of regulation 10 of the Regulations

6. Regulation 10 of the Regulations is hereby amended by—

- (a) the substitution for paragraph (a) of subregulation (3) of the following paragraph:

“(a) An application for assistance must be submitted to the dedicated official on or before the cut-off date provided for in paragraph (b).”; and

- (b) the substitution for paragraph (b) of subregulation (3) of the following paragraph:

“(b) the cut-off date for the submission of applications for assistance is 30 November 2020 by new applicants for the 2021 school year.”.

Amendment of regulation 11 of the Regulations

7. Regulation 11 of the Regulations is hereby amended by—

- (a) the substitution for paragraph (a) of subregulation (2) of the following paragraph:

“(a) A victim or a relative or dependant of a victim who received assistance in terms of these Regulations for a particular year and who wishes to receive further assistance in subsequent years to complete his or her school education, does not have to re-apply for further assistance but must complete Form 3 in the Annexure and submit it to the dedicated official in the manner provided for in regulation 10(8).”; and

- (b) the addition in subregulation (2) of the following paragraph after paragraph (c):

“(d) The procedures set out in regulations 13 and 14 are applicable in respect of any subsequent application for assistance.”.

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 1364

18 DESEMBER 2020

WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995

REGSTELLINGSKENNISGEWING: WYSIGING VAN REGULASIES BETREFFENDE BYSTAND AAN SLAGOFFERS TEN OPSIGTE VAN BASIESE ONDERWYS

Regulasies 6 en 7 van die Wysiging van die Regulasies betreffende Bystand aan Slagoffers ten opsigte van Basiese Onderwys, gepubliseer by Goewermentskennisgewing No. R. 1193 van 6 November 2020, moet deur die volgende regulasies vervang word:

“Wysiging van regulasie 10 van die Regulasies

6. Regulasie 10 van die Regulasies word hierby gewysig deur —
- (a) die vervanging van paragraaf (a) van subregulasie (3) deur die volgende paragraaf:

“(a) ‘n Aansoek om bystand moet aan die toegewyde beampte voorgelê word op of voor die afsnydatum waarvoor in paragraaf (b) voorsiening gemaak is.”; en

- (b) die vervanging van paragraaf (b) van subregulasie (3) deur die volgende paragraaf:

“(b) die afsnydatum vir die voorlegging van aansoeke om bystand is 30 November 2020 deur nuwe applikante vir die 2021 skooljaar.”.

Wysiging van regulasie 11 van die Regulasies

7. Regulasie 11 van die Regulasies word hierby gewysig deur —
- (a) die vervanging van paragraaf (a) van subregulasie (2) deur die volgende paragraaf:

“(a) ‘n Slagoffer of ‘n familielid of afhanklike van ‘n slagoffer wat bystand ingevolge hierdie Regulasies vir ‘n bepaalde jaar ontvang het en wat begerig is om bystand in daaropvolgende jare te ontvang om sy of haar skoolopleiding te voltooi, hoef nie heraanzoek vir verdere bystand te doen nie, maar moet Vorm 3 van die Bylae voltooi en aan die toegewyde beampte voorlê op die wyse waarvoor in regulasie 10(8) voorsiening gemaak word.”; en

- (b) die byvoeging in subregulasie (2) van die volgende paragraaf na paragraaf (c):

“(d) Die prosedure in regulasies 13 en 14 uiteengesit, is op enige verdere aansoek om bystand van toepassing.”.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 1365

18 DECEMBER 2020

PROMOTION OF NATIONAL UNITY AND RECONCILIATION ACT, 1995

CORRECTION NOTICE: AMENDMENT OF THE REGULATIONS RELATING TO ASSISTANCE TO VICTIMS IN RESPECT OF HIGHER EDUCATION AND TRAINING

Form 3 of the Amendment of the Regulations relating to Assistance to Victims in respect of Higher Education and Training, as published by Government Notice No. R. 1194 of 6 November 2020, must be replaced with the following Form:

“FORM 3:**[Regulation 12]**

PROMOTION OF NATIONAL UNITY AND RECONCILIATION ACT, 1995 (ACT 34 OF 1995)

(This form must be completed by the student who has already received assistance in terms of the Regulations for a previous year, and wants to receive further assistance.)

A. PARTICULARS OF APPLICANT (PERSON WHO NEEDS FURTHER ASSISTANCE)			
1. Title:	(Mr, Miss, Mrs, Dr)		
2. Surname:			
3. First Names:			
4. ID number:		5. Date of birth:	
6. Gender:	*Male / Female		
7. Highest level of Education:			
8. Contact details:	* Home address / Home address of other person (if applicable): <i>(State below the address where you live and to which mail may be sent. If you do not have an address, state the address of another person who can be contacted, e.g. place of worship, school, community leader, etc.)</i>		

	* Postal address / Postal address of other person (if applicable):
Telephone Numbers:	Home: () Work: () Cell no:

B. PARTICULARS OF FINANCIAL ASSISTANCE/AID/CONCESSIONS RECEIVED BY THE PERSON WHO NEEDS FURTHER ASSISTANCE

Complete this part only if the person who needs further assistance has received any form of assistance from the State, including NSFAS or an institution contemplated in the Skills Development Act or his / her employer, for the year for which assistance is now applied for: For example, a bursary or any discount or has been exempted from paying fees. Indicate here the form of assistance and the amount received.

1. Name of the institution / person who granted / is to grant the aid / assistance:

.....

2. The year for which aid / assistance was received or is to be received:

3. Nature and amount of the assistance / aid received or is to be received:

.....

4. Conditions attached to the aid / assistance:

.....

.....

(Attach documents to support the above information.)

C. PARTICULARS OF FURTHER ASSISTANCE NEEDED

I. General particulars:

1. Year in respect of which assistance is needed:

2. Details of higher education and training institution where student will be studying:

(a) Name of institution:

(b) Address of institution:

.....
(Indicate the physical address, in other words, where the college is situated.)

3. Qualification/Programme registered for:

4. Names of subjects to be registered for:
.....
.....

5. Which of these subjects has the student not passed previously and how many attempts has the student made in respect thereof?

6. Has the student passed 50% of the courses prescribed for the year prior to the year for which he/she needs assistance: **YES** / **NO**

7. Are the studies in respect of which assistance is needed, is to be done on a full-time or **part-time** basis, or through **distance learning**:

8. Total amount of fees payable to college/university:
(Please attach proof of the above information.)

II. Assistance in respect of accommodation:

If assistance is needed in respect of **accommodation**, complete the following:

1. Boarding home Details:

Name of hostel / boarding home:

Address of hostel / boarding home:

.....
(Indicate the physical address, in other words, where the hostel / boarding home is situated.)

2. Amount of boarding fees per academic year which has to be paid:

.....

(Attach proof of the amount payable and that the person who needs assistance, is hiring accommodation.)

3. Does the cost of accommodation includes the cost for meals: Yes/No

4. Banking details of the institution / person in whose bank account the money is to be paid:

Name of Account holder:

Name of bank:

Account number:

Branch code:

(Bank in question must affix its stamp
here
to confirm the banking details of the

III. Assistance in respect of a device:

If assistance is needed in respect of a **device**, complete the following:

1. Has the student previously received assistance in respect of a device: Yes/No
(A device which has been lost or damaged cannot be replaced – see Regulation 8A (5) and (6)).
2. Amount needed to purchase a device:
3. Particulars of the device to be purchased:
.....
.....
(Indicate the name, make, model and price of the device.)
4. Module and Diploma/Degree/Programme registered for:
.....
(If you require assistance of more than R7 000,00 to purchase a device that is mandatory for your programme, learning or training, please ensure that the motivation for the device by the head of the college on a letter head of the college is attached.)
5. Name and Address of college registered with:
6. Banking details of the college / person in whose bank account the money is to be paid:

Name of Account holder:
Name of bank:
Account number:
Branch code:

IV. Assistance in respect of the settling of a debt:

If assistance is needed in respect of the **settling of a debt**, complete the following:

1. Amount of the outstanding debt:
(Proof of the debt and the amount thereof must be attached.)
2. In respect of which year is the amount due:
3. For which qualification is the amount due:
4. Details of the College:
(a) Name of college:
(b) Address of college:
(Indicate the physical address, in other words, where the institution is situated.)
5. The person whose debt needs to be settled will be allowed to register with the college in the next academic semester or year after the settlement: Yes/No.
(Proof of this statement must be attached.)
6. Banking details of the institution / person in whose bank account the money is to be paid:
Name of Account holder:
Name of bank:
Account number:
Branch code:

(Bank in question must affix its stamp here
to confirm the banking details of the
institution/person)

V. Assistance in respect of an assistive device:

If assistance is needed in respect of an **assistive device**, complete the following:

1. Did the student previously receive assistance in respect of an assistive device: Yes/No
2. (a) Does the student need the assistive device to be replaced because it was stolen or damaged: Yes/No
(b) If yes, particulars relating to the theft or damage to the first assistive device must be provided:

.....
(See Regulation 8B (7)(a), (b) and (c).)

3. Amount needed to purchase an assistive device:
(Attach proof of the amount and of the fact that the assistive device is needed)

4. Particulars of the assistive device to be purchased:
.....
.....
(Indicate the name, make, model and price of the assistive device.)

5. Module and Diploma/Degree/Programme registered for and which requires the above assistive device:

.....

6. Name and Address of college registered with:

7. Banking details of the person/ institution in whose bank account the money is to be paid:

Name of Account holder:

Name of bank:

Account number:

Branch code:

(Bank in question must affix its
stamp here
to confirm the banking details of
the institution/person)

VI. Assistance in respect of human support:

If assistance is needed in respect of human support, complete the following:

1. Amount needed for human support:
2. Details of the human support needed:
3. Particulars of the person providing human support:
4. The person providing human support will be staying with the student: Yes/No.
5. For how many months in the year is the allowance needed:.....
6. Banking details of the person/institution in whose bank account the money is to be paid:

Name of Account holder:

Name of bank:

Account number:

Branch code:

(Bank in question must affix its
stamp here
to confirm the banking details of
the institution/person)

VII. Assistance in respect of the settling of a fee debt:

If assistance is needed in respect of the **settling of a fee debt**, complete the following:

1. Amount of the outstanding fee debt:
(*Proof of the fee debt and the amount thereof must be attached.*)
2. In respect of which year is the amount due:
3. For which qualification is the amount due:
4. Details of the College:
(a) Name of College:
(b) Address of College:
(*Indicate the physical address, in other words, where the institution is situated.*)
5. The person whose fee debt needs to be settled will be allowed to register with the College in the next academic semester or year after the settlement: Yes/No.
(*Proof of this statement must be attached.*)
6. Banking details of the College in which bank account the money is to be paid:
Name of Account holder:
Name of bank:
Account number:
Branch code:

(*Bank in question must affix its
stamp here
to confirm the banking details of
the institution/person*)

Signature of the student completing the form and
who needs assistance.

Date

”

WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995**REGSTELLINGSKENNISGEWING: WYSIGING VAN DIE REGULASIES
BETREFFENDE BYSTAND AAN SLAGOFFERS TEN OPSIGTE VAN HOER
ONDERWYS EN OPLEIDING**

Vorm 3 van die Wysiging van die Regulasies betreffende Bystand aan Slagoffers ten opsigte van Hoër Onderwys en Opleiding, soos gepubliseer by Goewermmentskennisgewing No. R. 1194 van 6 November 2020, moet deur die onderstaande Vorm vervang word:

“VORM 3:**[Regulasie 12]****WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995 (WET NO. 34 VAN 1995)**

(Hierdie vorm moet voltooi word deur die student wat reeds bystand ingevolge die Regulasies vir 'n vorige jaar ontvang het en verdere bystand wil ontvang.)

A. BESONDERHEDE VAN AANSOEKER (PERSOON WAT VERDERE BYSTAND BENODIG)			
1. Titel:	(Mnr, Mej, Mev, Dr)		
2. Van:			
3. Voorname:			
4. ID-nommer:		5. Geboortedatum:	
6. Geslag:	*Manlik / Vroulik		
7. Hoogste vlak van Opvoeding:			
8. Kontakbesonderhede:	<p>* Huisadres / Huisadres van ander persoon (indien van toepassing):</p> <p><i>(Gee die adres waar jy bly hieronder en waarheen pos gestuur kan word. As jy nie 'n adres het nie, gee die adres van 'n ander persoon wat gekontak kan word, bv. 'n plek van aanbidding, skool, gemeenskapsleier)</i></p>		

Telefoonnommers:			
	* Posadres / Posadres van ander persoon (indien van toepassing):		
	Huis: ()	Werk: ()	Selnommer:

B. BESONDERHEDE VAN FINANSIËLE BYSTAND/STEUN/KONSESSIE ONTVANG DEUR DIE PERSOON WAT VERDERE BYSTAND BENODIG

Vul hierdie deel slegs in as die persoon wat verdere bystand nodig, enige vorm van bystand van die Staat ontvang het, met inbegrip van NFHS of 'n instelling beoog in die "Skills Development Act" of sy/haar werkgever, vir die jaar waarvoor aansoek om bystand nou gedoen word: Byvoorbeeld, 'n beurs of enige afslag of vrystelling van betaling van fooie. Dui hier die vorm van bystand en bedrag ontvang aan.

1. Naam van die instelling/ persoon wat bystand toegestaan het/ gaan toestaan:

.....

2. Die jaar waarvoor steun/bystand ontvang is of ontvang gaan word:

3. Aard en bedrag van die bystand/steun wat ontvang is of ontvang staan te word:

.....

4. Voorwaardes aan die steun/bystand geheg:

.....

.....

(Heg dokumente aan om die bogenoemde inligting te ondersteun.)

C. BESONDERHEDE VAN VERDERE BYSTAND WAT BENODIG WORD

I. Algemene besonderhede:

1. Jaar ten opsigte waarvan bystand benodig word:

2. Besonderhede van inrigting vir hoër onderwys en opleiding waar student gaan studeer:

(a) Naam van inrigting:

(b) Adres van inrigting:

.....
(Dui die fisieke adres aan, met ander woorde, waar die kollege geleë is.)

3. Kwalifikasie/program waarvoor geregistreer is:

.....

4. Name van vakke waarvoor geregistreer gaan word:

.....

5. Watter van hierdie vakke het die student voorheen nie deurgekom nie en hoeveel keer het die student al probeer om daardie vakke deur te kom?

6. Het die student 50% van die kursusse voorgeskryf vir die jaar voor die jaar waarvoor hy/sy bystand nodig het, deurgekom: ☐ JA / ☐ NEE

7. Gaan die studies waarvoor bystand benodig word op 'n voltydse of **deeltydse** grondslag, of deur **afstandleer** gedoen word:

8. Totale bedrag van fooie betaalbaar aan kollege/universiteit:
(Heg asseblief bewys van die bogenoemde inligting aan.)

II. Bystand ten opsigte van akkommodasie:

Indien bystand ten opsigte van **akkommodasie** benodig word, vul die volgende in:

1. Besonderhede van akkommodasie:

Naam van koshuis/losieshuis:

Adres van koshuis/losieshuis:

.....

(Dui die fisieke adres, met ander woorde, waar die koshuis/losieshuis geleë is, aan.)

2. Bedrag van losiesgeld per akademiese jaar wat betaal moet word:

.....

(Heg bewys aan van die bedrag betaalbaar en dat die persoon wat bystand nodig het, akkommodasie huur.)

3. Sluit die koste van akkommodasie die koste vir maaltye in: Ja/Nee

4. Bankbesonderhede van die instelling/persoon in wie se bankrekening die geld betaal moet word:

Naam van rekeninghouer:

Naam van bank:

Rekeningnommer:

Takkode:

(Betrokke bank moet stempel hier aanbring om die bankbesonderhede van die instelling/persoon te bevestig)

III. Bystand ten opsigte van 'n toestel:

Indien bystand ten opsigte van 'n toestel benodig word, vul die volgende in:

1. Het die student voorheen bystand ten opsigte van 'n toestel ontvang: Ja/Nee
(*'n Toestel wat verloor of beskadig is, kan nie vervang word nie – Kyk Regulasie 8A(5) en (6).*)
2. Bedrag benodig om 'n toestel te koop:
3. Besonderhede van die toestel wat gekoop gaan word:
.....
.....
(*Dui die naam, maak, model en prys van die toestel aan.*)
4. Module en diploma/graad/program waarvoor gereistreer is:
.....
(*As jy bystand van meer as R7 000,00 benodig om 'n toestel te koop wat verpligtend vir jou program, leer of opleiding is, maak seker dat die motivering vir die toestel deur die hoof van die kollege op 'n briefhoof van die kollege aangeheg is.*)
5. Naam en adres van kollege waarby gereistreer is:
6. Bankbesonderhede van die kollege/persoon in wie se bankrekening die geld betaal gaan word:

Naam van rekeninghouer: Naam van bank: Rekeningnommer: Takkode:	(<i>Betrokke bank moet stempel hier aanbring om die bankbesonderhede van die instelling/persoon te bevestig</i>)
--	--

IV. Bystand met die vereffening van 'n skuld:

Indien bystand benodig word ten opsigte van die vereffening van 'n skuld, vul die volgende in:

1. Bedrag van die uitstaande skuld:
(*Bewys van die skuld en die bedrag daarvan moet aangeheg word.*)
2. Ten opsigte van watter jaar is die bedrag verskuldig:
3. Vir watter kwalifikasie is die bedrag verskuldig:
4. Besonderhede van die kollege:
 - (a) Naam van kollege:
 - (b) Adres van kollege:
(*Dui die fisieke adres aan, met ander woorde waar die instelling geleë is.*)
5. Die persoon wie se skuld vereffen moet word, sal toegelaat word om by die kollege te registreer in die volgende akademiese semester of jaar na die skikking: Ja/Nee.
(*Bewys van hierdie stelling moet aangeheg wees.*)
6. Bankbesonderhede van die instelling / persoon in wie se bankrekening die geld betaal moet word:

Naam van rekeninghouer: Naam van bank: Rekeningnommer:	
--	--

Takkode:

(Betrokke bank moet stempel hier aanbring om die bankbesonderhede van die instelling/persoon te bevestig)

V. Bystand met 'n hulptoestel:

Indien bystand ten opsigte van 'n hulptoestel benodig word, vul die volgende in:

1. Het die student voorheen bystand ten opsigte van 'n bystandtoestel ontvang: Ja/Nee
2. (a) Moet die student se hulptoestel vervang word omdat dit gesteel of beskadig is: Ja/Nee
(b) Indien ja, moet besonderhede oor die diefstal of skade van die eerste hulptoestel voorsien word:
.....
(Kyk Regulasie 8B (7)(a), (b) en (c).)
3. Bedrag benodig om 'n hulptoestel te koop:
(Heg bewys aan van die bedrag en van die feit dat die hulptoestel benodig word)
4. Besonderhede van die hulptoestel wat gekoop moet word:
.....
(Dui die naam, fabrikaat, model en prys van die hulptoestel aan.)
5. Module en Diploma/Graad/Program voor geregistreer en wat die bogenoemde hulptoestel vereis:
6. Naam en adres van kollege waar geregistreer is:
7. Bankbesonderhede van die persoon/instelling in wie se bankrekening die geld betaal moet word:
Naam van rekeninghouer:
Naam van bank:
Rekeningnommer:
Takkode:

(Betrokke bank moet stempel hier aanbring om die bankbesonderhede van die instelling/persoon te bevestig)

VI. Bystand ten opsigte van menslike ondersteuning:

Indien bystand benodig word ten opsigte van menslike ondersteuning, vul die volgende in:

1. Bedrag benodig vir menslike ondersteuning:
2. Besonderhede van die menslike ondersteuning benodig:
3. Besonderhede van die persoon wat menslike ondersteuning voorsien:
4. Die persoon wat menslike ondersteuning voorsien sal by die student woon: Ja/Nee.
5. Vir hoeveel maande in die jaar word die toelaag benodig:.....
6. Bankbesonderhede van die persoon/instelling in wie se bankrekening die geld betaal moet word:
Naam van rekeninghouer:
Naam van bank:

Rekeningnommer:

Takkode:

*(Betrokke bank moet stempel hier
aanbring om die
bankbesonderhede van die
instelling/persoon te bevestig)*

VII. Bystand met die vereffening van 'n fooiskuld:

Indien bystand nodig is ten opsigte van die vereffening van 'n fooiskuld, vul die volgende in:

1. Bedrag van die uitstaande fooiskuld:
(Bewys van die fooiskuld en die bedrag daarvan moet aangeheg word.)
2. Ten opsigte van watter jaar is die bedrag verskuldig:
3. Vir watter kwalifikasie is die bedrag verskuldig:
4. Besonderhede van die kollege:
 (a) Naam van kollege:
 (b) Adres van kollege:
(Dui die fisieke adres aan, met ander woorde, waar die instelling geleë is.)
5. Die persoon wie se fooiskuld geskik moet word, sal toegelaat word om by die kollege te registreer in die volgende akademiese semester of jaar na die vereffening: Ja/Nee.
(Bewys van hierdie stelling moet aangeheg wees.)
6. Bankbesonderhede van die kollege in wie se bankrekening die geld betaal moet word:
 Naam van rekeninghouer:
 Naam van bank:
 Rekeningnommer:
 Takkode:

*(Betrokke bank moet stempel hier
aanbring om die
bankbesonderhede van die
instelling/persoon te bevestig)*

Handtekening van die student wat die vorm voltooi en bystand benodig

Datum


SOUTH AFRICAN REVENUE SERVICE

NO. R. 1366

18 DECEMBER 2020

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1648)

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, with effect from 1 January 2021, to the extent set out in the Schedule hereto.


DR DAVID MASEONDO
 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
0302.11	4	Trout (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	free	free	25%
0302.13	7	Pacific salmon (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i>)	kg	25%	free	free	free	25%
0302.14	3	Atlantic salmon (<i>Salmo salar</i>) and Danube salmon (<i>Hucho hucho</i>)	kg	25%	free	free	free	25%
0302.19	5	Other	kg	25%	10%	free	free	25%
0303.12	4	Other Pacific salmon (<i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i>)	kg	25%	10%	free	free	25%
0303.13	0	Atlantic salmon (<i>Salmo salar</i>) and Danube salmon (<i>Hucho hucho</i>)	kg	25%	free	free	free	25%
0303.14	7	Trout (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	free	free	25%
0303.19	9	Other	kg	25%	10%	free	free	25%
0304.31	0	Tilapia (<i>Oreochromis</i> spp.)	kg	25%	10%	free	free	25%
0304.32	7	Catfish (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.)	kg	25%	10%	free	free	25%
0304.33	3	Nile Perch (<i>Lates niloticus</i>)	kg	25%	10%	free	free	25%
0304.39	1	Other	kg	25%	10%	free	free	25%
0304.41	5	Pacific salmon (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i>), Atlantic salmon (<i>Salmo salar</i>) and Danube salmon (<i>Hucho hucho</i>)	kg	25%	10%	free	free	25%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0304.42	1	Trout (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	free	free	25%
0304.43	8	Flat fish (<i>Pleuronectidae</i> , <i>Bothidae</i> , <i>Cynoglossidae</i> , <i>Soleidae</i> , <i>Scophthalmidae</i> and <i>Citharidae</i>)	kg	25%	10%	free	free	25%
0304.44	4	Fish of the families <i>Bregmacrotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> and <i>Muraenolepididae</i>	kg	25%	10%	free	free	25%
0304.47	3	Dogfish and other sharks	kg	25%	10%	free	free	25%
0304.48	9	Rays and skates (<i>Rajidae</i>)	kg	25%	10%	free	free	25%
0304.49.90	1	Other	kg	25%	10%	free	free	25%
0304.51	1	Tilapias (<i>Oreochromis</i> spp.), catfish (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp (<i>Cyprinus</i> spp., <i>Carassius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), eels (<i>Anguilla</i> spp.), Nile perch (<i>Lates niloticus</i>) and snakeheads (<i>Channa</i> spp.)	kg	25%	10%	free	free	25%
0304.52	6	Salmonidae	kg	25%	10%	free	free	25%
0304.53	2	Fish of the families <i>Bregmacrotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> and <i>Muraenolepididae</i>	kg	25%	10%	free	free	25%
0304.56	1	Dogfish and other sharks	kg	25%	10%	free	free	25%
0304.57	8	Rays and skates (<i>Rajidae</i>)	kg	25%	10%	free	free	25%
0304.59.90	6	Other	kg	25%	10%	free	free	25%
0304.61.90	8	Other	kg	25%	10%	free	free	22,5%
0304.62.90	6	Other	kg	25%	10%	free	free	22,5%
0304.63.90	2	Other	kg	25%	10%	free	free	22,5%
0304.69.90	0	Other	kg	25%	10%	free	free	22,5%
0304.71.90	4	Other	kg	25%	10%	free	free	22,5%
0304.72.90	0	Other	kg	25%	10%	free	free	22,5%
0304.73.90	7	Other	kg	25%	10%	free	free	22,5%
0304.74.90	3	Other	kg	25%	10%	free	free	22,5%
0304.75.90	6	Other	kg	25%	10%	free	free	22,5%
0304.79.90	5	Other	kg	25%	10%	free	free	22,5%
0304.81.90	9	Other	kg	25%	10%	free	free	22,5%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0304.82.90	5	---	kg	25%	10%	free	free	22,5%
0304.83.90	1	---	kg	25%	10%	free	free	22,5%
0304.87.90	7	---	kg	25%	10%	free	free	22,5%
0304.88.90	3	---	kg	25%	10%	free	free	22,5%
0304.89.90	4	---	kg	25%	10%	free	free	22,5%
0304.93.90	6	---	kg	25%	10%	free	free	25%
0304.94.90	2	---	kg	25%	10%	free	free	25%
0304.95.90	9	---	kg	25%	10%	free	free	25%
0304.96.90	5	---	kg	25%	10%	free	free	25%
0304.97.90	1	---	kg	25%	10%	free	free	25%
0304.99.90	4	---	kg	25%	10%	free	free	25%
0305.31	4	---	kg	25%	10%	free	free	25%
0305.32	0	---	kg	25%	10%	free	free	25%
0305.39.90	0	---	kg	25%	10%	free	free	25%
0305.41	9	---	kg	25%	free	free	free	25%
0305.43	1	---	kg	25%	10%	free	free	25%
0305.44	8	---	kg	25%	10%	free	free	25%
0305.49.90	5	---	kg	25%	10%	free	free	25%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0305.52	0	-- Tilapias (<i>Oreochromis</i> spp.), catfish (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp (<i>Cyprinus</i> spp., <i>Carassius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus</i> <i>hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), eels (<i>Anguilla</i> spp.), Nile perch (<i>Lates niloticus</i>) and snakeheads (<i>Channa</i> spp.)	kg	25%	10%	free	free	25%
0305.53	6	-- Fish of the families <i>Bregmaceridae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> and <i>Muraenolepididae</i> , excluding cod (<i>Gadus morhua</i> , <i>Gadus ogac</i> , <i>Gadus macrocephalus</i>)	kg	25%	10%	free	free	25%
0305.54.90	8	--- Other	kg	25%	10%	free	free	25%
0305.59	4	-- Other	kg	25%	10%	free	free	25%
0305.64	7	-- Tilapias (<i>Oreochromis</i> spp.), catfish (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp (<i>Cyprinus</i> spp., <i>Carassius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus</i> <i>hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), eels (<i>Anguilla</i> spp.), Nile perch (<i>Lates niloticus</i>) and snakeheads (<i>Channa</i> spp.)	kg	25%	10%	free	free	25%
0305.69	9	-- Other	kg	25%	10%	free	free	25%
1604.13.05	9	-- Sardines (<i>Sardine pilchardus</i>), in oil, in airtight metal containers	kg	2,4c/kg net	0,96c/kg net	free	free	2,4c/kg net
1604.17.10	0	-- Frozen	kg	25% or 200c/kg	10% or 80c/kg	free	free	25% or 200c/kg
1604.18.10	7	-- Frozen	kg	25% or 200c/kg	10% or 80c/kg	free	free	25% or 200c/kg
1604.19.10	3	-- Frozen	kg	25% or 200c/kg	10% or 80c/kg	free	free	25% or 200c/kg
1604.20.80	1	-- Other, frozen	kg	25% or 200c/kg	10% or 80c/kg	free	free	25% or 200c/kg

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1366

18 DESEMBER 2020

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1648)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2021, in die mate in die Bylae hierby aangeleen.


 DR DAVID MASONDO
 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
0302.11	4	-- Forelle (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> en <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	vry	vry	25%
0302.13	7	-- Stille Oseaan salm (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i>)	kg	25%	vry	vry	vry	25%
0302.14	3	-- Atlantiese salm (<i>Salmo salar</i>) en Donou-salm (<i>Hucho hucho</i>)	kg	25%	vry	vry	vry	25%
0302.19	5	-- Ander	kg	25%	10%	vry	vry	25%
0303.12	4	-- Ander Stille Oseaan salm (<i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i>)	kg	25%	10%	vry	vry	25%
0303.13	0	-- Atlantiese salm (<i>Salmo salar</i>) en Donou-salm (<i>Hucho hucho</i>)	kg	25%	vry	vry	vry	25%
0303.14	7	-- Forelle (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> en <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	vry	vry	25%
0303.19	9	-- Ander	kg	25%	10%	vry	vry	25%
0304.31	0	-- Tilapia (<i>Oreochromis</i> spp.)	kg	25%	10%	vry	vry	25%
0304.32	7	-- Barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.)	kg	25%	10%	vry	vry	25%
0304.33	3	-- Nylbaars (<i>Lates niloticus</i>)	kg	25%	10%	vry	vry	25%
0304.39	1	-- Ander	kg	25%	10%	vry	vry	25%
0304.41	5	-- Stille Oseaan salm (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i>), Atlantiese salm (<i>Salmo salar</i>) en Donou-salm (<i>Hucho hucho</i>)	kg	25%	10%	vry	vry	25%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0304.42	1	-- Forelle (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> en <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	vry	vry	25%
0304.43	8	-- Platvis (<i>Pleuronectidae</i> , <i>Bothidae</i> , <i>Cynoglossidae</i> , <i>Soleidae</i> , <i>Scophthalmidae</i> en <i>Citharidae</i>)	kg	25%	10%	vry	vry	25%
0304.44	4	-- Vis van die families <i>Bregmacerotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> en <i>Muraenolepididae</i>	kg	25%	10%	vry	vry	25%
0304.47	3	-- Hondhaai en ander haai	kg	25%	10%	vry	vry	25%
0304.48	9	-- Pylster en skates (<i>Rajidae</i>)	kg	25%	10%	vry	vry	25%
0304.49.90	1	-- Ander	kg	25%	10%	vry	vry	25%
0304.51	1	-- Tilapias (<i>Oreochromis</i> spp.), barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), karp (<i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i>), palings (<i>Anguilla</i> spp.), Nybaars (<i>Lates niloticus</i>) en slangkoppe (<i>Channa</i> spp.)	kg	25%	10%	vry	vry	25%
0304.52	6	-- Salmonidae	kg	25%	10%	vry	vry	25%
0304.53	2	-- Vis van die families <i>Bregmacerotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> en <i>Muraenolepididae</i>	kg	25%	10%	vry	vry	25%
0304.56	1	-- Hondhaai en ander haai	kg	25%	10%	vry	vry	25%
0304.57	8	-- Rays en skates (<i>Rajidae</i>)	kg	25%	10%	vry	vry	25%
0304.59.90	6	-- Ander	kg	25%	10%	vry	vry	25%
0304.61.90	8	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.62.90	6	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.63.90	2	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.69.90	0	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.71.90	4	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.72.90	0	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.73.90	7	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.74.90	3	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.75.90	6	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.79.90	5	-- Ander	kg	25%	10%	vry	vry	22,5%
0304.81.90	9	-- Ander	kg	25%	10%	vry	vry	22,5%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0304.82.90	5	---	Ander	kg	25%	10%	vry	22,5%
0304.83.90	1	---	Ander	kg	25%	10%	vry	22,5%
0304.87.90	7	---	Ander	kg	25%	10%	vry	22,5%
0304.88.90	3	---	Ander	kg	25%	10%	vry	22,5%
0304.89.90	4	---	Ander	kg	25%	10%	vry	22,5%
0304.93.90	6	---	Ander	kg	25%	10%	vry	25%
0304.94.90	2	---	Ander	kg	25%	10%	vry	25%
0304.95.90	9	---	Ander	kg	25%	10%	vry	25%
0304.96.90	5	---	Ander	kg	25%	10%	vry	25%
0304.97.90	1	---	Ander	kg	25%	10%	vry	25%
0304.99.90	4	---	Ander	kg	25%	10%	vry	25%
0305.31	4	--	Tilapias (<i>Oreochromis</i> spp.), barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), karp (<i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), pailings (<i>Anguilla</i> spp.), Nylbaars (<i>Lates niloticus</i>) en slangkoppe (<i>Channa</i> spp.)	kg	25%	10%	vry	25%
0305.32	0	--	Vis van die families <i>Bregmacerotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> en <i>Muraenolepididae</i>	kg	25%	10%	vry	25%
0305.39.90	0	---	Ander	kg	25%	10%	vry	25%
0305.41	9	--	Stille Oseaan salm (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbusha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i>), Atlantiese salm (<i>Salmo salar</i>) en Donou-salm (<i>Hucho hucho</i>)	kg	25%	vry	vry	25%
0305.43	1	--	Forelle (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> en <i>Oncorhynchus chrysogaster</i>)	kg	25%	10%	vry	25%
0305.44	8	--	Tilapias (<i>Oreochromis</i> spp.), barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), karp (<i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), pailings (<i>Anguilla</i> spp.), Nylbaars (<i>Lates niloticus</i>) en slangkoppe (<i>Channa</i> spp.)	kg	25%	10%	vry	25%
0305.49.90	5	---	Ander	kg	25%	10%	vry	25%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0305.52	0	-- Tilapias (<i>Oreochromis</i> spp.), barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), karp (<i>Cyprinus</i> spp., <i>Carassius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), palings (<i>Anguilla</i> spp.), Nylbaars (<i>Lates niloticus</i>) en slangkoppe (<i>Channa</i> spp.)	kg	25%	10%	vry	vry	25%
0305.53	6	-- Vis van die families <i>Bregmacerotidae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> en <i>Muraenolepididae</i> , anders as kabeljou (<i>Gadus morhua</i> , <i>Gadus ogac</i> , <i>Gadus macrocephalus</i>)	kg	25%	10%	vry	vry	25%
0305.54.90	8	--- Ander	kg	25%	10%	vry	vry	25%
0305.59	4	--- Ander	kg	25%	10%	vry	vry	25%
0305.64	7	-- Tilapias (<i>Oreochromis</i> spp.), barber (<i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), karp (<i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i>), <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), palings (<i>Anguilla</i> spp.), Nylbaars (<i>Lates niloticus</i>) en slangkoppe (<i>Channa</i> spp.)	kg	25%	10%	vry	vry	25%
0305.69	9	--- Ander	kg	25%	10%	vry	vry	25%
1604.13.05	9	--- Sardiens (<i>Sardine pilchardus</i>), in olie, in lugdigte metaalhouers	kg	2.4c/kg net	0.96c/kg net	vry	vry	2.4c/kg net
1604.17.10	0	--- Bevrore	kg	25% of 200c/kg	10% of 80c/kg	vry	vry	25% of 200c/kg
1604.18.10	7	--- Bevrore	kg	25% of 200c/kg	10% of 80c/kg	vry	vry	25% of 200c/kg
1604.19.10	3	--- Bevrore	kg	25% of 200c/kg	10% of 80c/kg	vry	vry	25% of 200c/kg
1604.20.80	1	-- Ander, bevrore	kg	25% of 200c/kg	10% of 80c/kg	vry	vry	25% of 200c/kg

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