



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

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*Regulasiekoerant*

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**PART 1 OF 2**

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

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

**IMPORTANT NOTICE OF OFFICE RELOCATION****government  
printing**Department:  
Government Printing Works  
**REPUBLIC OF SOUTH AFRICA**Private Bag X85, PRETORIA, 0001 149 Bosman Street, PRETORIA  
Tel: 012 748 6197, Website: [www.gpwonline.co.za](http://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](mailto: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](http://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.**

**Contents**

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
<b>GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS</b>			
<b>Agriculture, Forestry and Fisheries, Department of/ Landbou, Bosbou en Visserye, Departement van</b>			
R. 1510	Agricultural Product Standards Act (119/1990): Regulations relating to the classification, packing and marking of dairy products and imitation dairy products intended for sale in the Republic of South Africa.....	42850	14
R. 1511	Agricultural Pests Act (36/1983): Control measures relating to Honey-Bees.....	42850	62
R. 1512	Agricultural Product Standards Act (119/1990): Regulations relating to the grading, packing and marking of peaches and nectarines intended for sale in the Republic of South Africa .....	42850	66
<b>Labour, Department of/ Arbeid, Departement van</b>			
R. 1513	Labour Relations Act, 1995: Building Industry Bargaining Council (Cape of Good Hope): Extension of main amending collective agreement to non-parties .....	42850	79
<b>South African Revenue Service/ Suid-Afrikaanse Inkomstediens</b>			
R. 1514	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1631).....	42850	175
R. 1514	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1631).....	42850	179
R. 1515	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1632).....	42850	183
R. 1515	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1632).....	42850	185
R. 1516	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1633).....	42850	187
R. 1516	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1633).....	42850	190
R. 1517	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1634).....	42850	193
R. 1517	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1634).....	42850	194
R. 1518	Customs and Excise Act, 1964: Amendment of Schedule No. 4 (No. 4/368).....	42850	195
R. 1518	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 4 (No. 4/368).....	42850	196
R. 1519	Customs and Excise Act, 1964: Amendment of Schedule No. 4 (No. 4/1/378).....	42850	197
R. 1519	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 4 (No. 4/1/378).....	42850	198
R. 1520	Customs and Excise Act, 1964: Amendment of Schedule No. 5 (No. 5/3/112) .....	42850	199
R. 1520	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 5 (No. 5/3/112) .....	42850	200
R. 1521	Customs and Excise Act, 1964: Amendment of Schedule No. 6 (No. 6/3/50).....	42850	201
R. 1521	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 6 (No. 6/3/50).....	42850	202
R. 1522	Customs and Excise Act, 1964: Amendment of Schedule No. 4 (No. 4/2/398).....	42850	203
R. 1522	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 4 (No. 4/2/398).....	42850	205
R. 1523	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/1/1630).....	42850	207
R. 1523	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/1/1630).....	42850	208
R. 1524	Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/2B/168) .....	42850	209
R. 1524	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/2B/168) .....	42850	210



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](mailto: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](mailto:@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](http://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](mailto:Annamarie.DuToit@gpw.gov.za)

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

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

# Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2019**

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

- **27 December 2018**, Thursday for the issue of Friday **04 January 2019**
- **04 January**, Friday for the issue of Friday **11 January 2019**
- **11 January**, Friday for the issue of Friday **18 January 2019**
- **18 January**, Friday for the issue of Friday **25 January 2019**
- **25 January**, Friday for the issue of Friday **01 February 2019**
- **01 February**, Friday for the issue of Friday **08 February 2019**
- **08 February**, Friday for the issue of Friday **15 February 2019**
- **15 February**, Friday for the issue of Friday **22 February 2019**
- **22 February**, Friday for the issue of Friday **01 March 2019**
- **01 March**, Friday for the issue of Friday **08 March 2019**
- **08 March**, Friday for the issue of Friday **15 March 2019**
- **14 March**, Thursday for the issue of Friday **22 March 2019**
- **22 March**, Friday for the issue of Friday **29 March 2019**
- **29 March**, Friday for the issue of Friday **05 April 2019**
- **05 April**, Friday for the issue of Friday **12 April 2019**
- **11 April**, Thursday for the issue of Thursday **18 April 2019**
- **17 April**, Wednesday for the issue of Friday **26 April 2019**
- **25 April**, Thursday for the issue of Friday **03 May 2019**
- **03 May**, Friday for the issue of Friday **10 May 2019**
- **10 May**, Friday for the issue of Friday **17 May 2019**
- **17 May**, Friday for the issue of Friday **24 May 2019**
- **24 May**, Friday for the issue of Friday **31 May 2019**
- **31 May**, Friday for the issue of Friday **07 June 2019**
- **07 June**, Friday for the issue of Friday **14 June 2019**
- **13 June**, Thursday for the issue of Friday **21 June 2019**
- **21 June**, Friday for the issue of Friday **28 June 2019**
- **28 June**, Friday for the issue of Friday **05 July 2019**
- **05 July**, Friday for the issue of Friday **12 July 2019**
- **12 July**, Friday for the issue of Friday **19 July 2019**
- **19 July**, Friday for the issue of Friday **26 July 2019**
- **26 July**, Friday for the issue of Friday **02 August 2019**
- **01 August**, Thursday for the issue of Thursday **08 August 2019**
- **08 August**, Thursday for the issue of Friday **16 August 2019**
- **16 August**, Friday for the issue of Friday **23 August 2019**
- **23 August**, Friday for the issue of Friday **30 August 2019**
- **30 August**, Friday for the issue of Friday **06 September 2019**
- **06 September**, Friday for the issue of Friday **13 September 2019**
- **13 September**, Friday for the issue of Friday **20 September 2019**
- **19 September**, Thursday for the issue of Friday **27 September 2019**
- **27 September**, Friday for the issue of Friday **04 October 2019**
- **04 October**, Friday for the issue of Friday **11 October 2019**
- **11 October**, Friday for the issue of Friday **18 October 2019**
- **18 October**, Friday for the issue of Friday **25 October 2019**
- **25 October**, Friday for the issue of Friday **01 November 2019**
- **01 November**, Friday for the issue of Friday **08 November 2019**
- **08 November**, Friday for the issue of Friday **15 November 2019**
- **15 November**, Friday for the issue of Friday **22 November 2019**
- **22 November**, Friday for the issue of Friday **29 November 2019**
- **29 November**, Friday for the issue of Friday **06 December 2019**
- **06 December**, Friday for the issue of Friday **13 December 2019**
- **12 December**, Thursday for the issue of Friday **20 December 2019**
- **18 December**, Wednesday for the issue of Friday **27 December 2019**

# 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](http://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 <b>after</b> 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 <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> 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](http://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](mailto: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](mailto: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.

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## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

### DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. R. 1510

22 NOVEMBER 2019

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

#### REGULATIONS RELATING TO THE CLASSIFICATION, PACKING AND MARKING OF DAIRY PRODUCTS AND IMITATION DAIRY PRODUCTS INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA

The Minister of Agriculture, Land Reform and Rural Development has under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) --

- (a) made the regulations in this Schedule;
- (b) repealed the regulations published by the following Government Notices:
  - (i) R. 2580 of 20 November 1987.
  - (ii) R. 2581 of 20 November 1987.
  - (iii) R. 1059 of 3 June 1988.
  - (iv) R. 1060 of 3 June 1988.
  - (v) R. 2141 of 6 October 1989.
  - (vi) R. 1465 of 26 August 1994.
  - (vii) R. 260 of 27 March 2015; and
- (c) determined that the said regulations shall come into operation 9 months after date of publication thereof.

#### SCHEDULE

Contents	Regulation	Page number
Definitions .....	1.....	2
Restrictions on the sale of dairy products and imitation dairy products.....	2.....	5
<b>PART I: DAIRY PRODUCTS</b>		
Classes of dairy products .....	3.....	5
General standards for dairy products.....	4.....	5
Standards for milk, flavoured milk and milkshake.....	5.....	6
Standards for cultured milk .....	6.....	8
Standards for buttermilk and cultured buttermilk.....	7.....	10
Standards for sweetened condensed milk.....	8.....	11
Standards for evaporated milk.....	9.....	12
Standards for yoghurt, strained yoghurt and drinking yoghurt.....	10.....	13
Standards for yoghurt, strained yoghurt and drinking yoghurt.....	11.....	15
with added foodstuff and/or fruit		
Standards for cream, cultured cream & acidified cream.....	12.....	17
Standards for cheese with or without added foodstuff.....	13.....	18
Standards for process cheese & cheese spread with or without..	14.....	26
added foodstuff		
Standards for cream cheese with or without added foodstuff.....	15.....	27
Standards for cottage cheese with or without added foodstuff.....	16.....	27
Standards for butter and cultured butter with or without added....	17.....	28
foodstuff		
Standards for modified butter and cultured modified butter with...	18.....	29
or without added foodstuff		
Standards for dairy powder and dairy powder blend.....	19.....	30
Standards for milk fat products.....	20.....	32

<b>Contents</b>	<b>Regulation</b>	<b>Page number</b>
Standards for dairy liquid blend and cultured dairy liquid blend....	21.....	32
Standards for dairy desserts with or without added foodstuff..... and/or fruit	22.....	35
<b>PART II: IMITATION DAIRY PRODUCTS</b>		
Classes of imitation dairy products.....	23.....	37
Standards for imitation dairy products.....	24.....	37
<b>PART III: REQUIREMENTS FOR CONTAINERS</b>		
Requirements for containers .....	25.....	38
<b>PART IV: MARKING REQUIREMENTS</b>		
Marking of containers and outer containers.....	26.....	38
Indication of the class designation.....	27.....	40
Additions to the class designation.....	28.....	42
Additional particulars on the main panel.....	29.....	44
Indicating the date marking or batch code or batch number	30.....	45
Additional particulars on containers.....	31.....	45
Restricted particulars on containers and outer containers.....	32.....	45
Sampling and inspection.....	33.....	47
Methods of analysis.....	34.....	47
Offences and penalties .....	35.....	48

### **Definitions**

1. Any word or expression in these regulations to which a meaning has been assigned in the Act shall have that meaning and, unless the context otherwise indicates –

"**address**" means a physical address and includes the street or road number or name and the name of the town, village or suburb and, in the case of a farm, the name or number of the farm and of the magisterial district in which it is situated;

"**animal fat**" means any fat of animal origin, excluding milk fat and marine fat;

"**batch**" means a definite quantity of a dairy product or imitation dairy product produced essentially under the same conditions, and which do not exceed a period of 24 hours;

"**best before date**" or "**best quality before date**" means the date which signifies the end of period under any stated storage conditions during which the unopened product will remain fully marketable and will retain any specific qualities for which implied or express claims have been made, however, beyond the date the food may still be acceptable for consumption;

"**class designation**" means a class designation, alternate class designation or the type of dairy product or imitation dairy product as specified by these regulations;

"**commercially sterile**" means the absence of microorganisms capable of growing in the dairy product at normal non-refrigerated conditions at which the food is likely to be held during manufacture, distribution and storage;

"**composite dairy product**" means a product consisting of a combination of a primary dairy product and another foodstuff the solids of which are not intended to replace any part of the milk solids of that primary dairy product;

"**container**" means any packaging of dairy or imitation dairy product directly in contact with the product for delivery as a single item, and includes wrappers and multipacks.

**"dairy permeate"** means the product obtained by removing milk fat and milk protein but not lactose, from milk (high fat, full fat, medium fat, low fat or fat free) or whey, through the use of membrane filtration and to the extent practical;

**"dairy product"** means a primary dairy product, a composite dairy product or a modified dairy product;

**"dairy retentate"** means the product obtained by concentrating milk protein, through the use of membrane filtration and to the extent practical, of milk (high fat, full fat, medium fat, low fat or fat free) or whey;

**"EU SADC EPA"** means the European Union and Southern African Development Community Economic Partnership Agreement signed on 10 June 2016 between the member states of the European Union and the Southern African Development Community region of which the Republic of South Africa forms part;

**"Executive Officer"** means the officer designated under section 2 (1) of the Act;

**"food additive"** means a substance, supplement or any other substance which may be added to a foodstuff to affect its keeping quality, consistency, colour, taste, flavour, smell or other technical property as permitted for in the regulations published under the Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and includes but is not limited to acids, bases, salts, preservatives, antioxidants, anti-caking agents, colourants, flavourings, emulsifiers, stabilisers and thickeners;

**"foodstuff"** means a foodstuff as defined by the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

**"fruit"** means an edible part of a fruit and/or vegetable, either fresh or preserved, presented as but not limited to pulp, puree or fruit juice concentrate;

**"geographical indication" (GI)** means an indication (name) as defined in the regulations relating to the protection of geographical indications used on agricultural products intended for sale in the Republic of South Africa published under the Act;

**"heat treatment"** means pasteurisation, ultra high temperature (UHT), sterilisation or any other suitable heat treatment of a dairy product or an imitation dairy product as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

**"imitation dairy product"** means any product other than a dairy product or a fat spread, that is of animal or plant origin and in general appearance, presentation and intended use corresponds to a dairy product;

**"inspector"** means the executive officer or an officer under his or her control, or an assignee or an employee of an assignee;

**"label"** means any tag, brand, mark, pictorial, graphic or other descriptive matter, which is written, printed, stencilled, marked, embossed, impressed upon, or permanently attached to a container of a dairy product or imitation dairy product, and includes labelling for the purpose of promoting its sale or disposal;

**"lactose"** means a natural constituent of milk normally obtained from whey with an anhydrous lactose content of not less than 99.0 per cent (m/m) on a dry basis: Provided that it may be anhydrous or contain one molecule of water of crystallisation or be a mixture of both forms;

**"main ingredient"** means the ingredient(s) in a foodstuff which by weight or volume, whatever is applicable, contributes the highest percentage mass, excluding water;

**"main panel"** means that part of the container or outer container that bears the brand or trade name of the product in greatest prominence or any other part of the container or label that bears the brand or trade name in equal prominence;

**"marine fat"** means fat obtained from marine animals;

"**milk**" means the normal secretion of the mammary glands of bovines, goats or sheep or other milking animals;

"**milk solids**" means the solids of milk after the removal of the moisture;

"**m/m**" means mass per mass;

"**modified dairy product**" means a product that, in so far as it relates to general appearance, presentation and intended use, corresponds to a primary dairy product, and of which not more than 50 per cent of the fat content, protein content and/or carbohydrate content has respectively been obtained from a source other than a primary dairy product;

"**multipack**" means a packaging other than an outer container which consist of multiple individual containers of 150 ml/g or less of the same type of dairy product or imitation dairy product in individual containers and is intended to be consumed separately and is sold as one unit only;

"**outer container**" means any packaging other than gift packs or hamper packs containing individual containers or multipacks whether it completely or partially encloses the containers or multipacks;

"**pasteurisation**" means the heat treatment of a dairy product or an imitation dairy product as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

"**permitted non-nutritive sweetener**" means a non-nutritive sweetener permitted in terms of the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

"**primary dairy product**" means milk or a product that has been derived or manufactured solely from milk, and to which no substances other than permitted food additives not intended to replace any part of the milk solids in that product are added, and includes a product that consists of a combination of two or more such products;

"**recombined milk product**" means milk or a milk product resulting from the combination of milk fat and milk-solids-non-fat in their preserved forms with or without the addition of water to achieve the appropriate milk product composition;

"**reconstituted milk product**" means milk or a milk product resulting from the addition of water to the dried or concentrated form of the product in the amount necessary to re-establish the appropriate water to solid ratio;

"**registered trade mark**" means a registered trade mark as defined by the Trade Marks Act, 1993 (Act No. 194 of 1993);

"**small or mini serving container**" means a container in which a single serving portion of not more than 50ml fluid or not more than 30g solid of a dairy or imitation dairy product is packed which is intended for use mainly by, but not limited to, the catering and hospitality industries as well as hospitals, and includes mini milk pods, cheese wedges and mini butter tubs;

"**sterilisation**" means the heat treatment of a dairy product or an imitation dairy product as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

"**strained**" means the process by which the protein content of a dairy product has been increased by means of physical straining prior to or after fermentation (e.g. strained yoghurt);

"**sugar**" means sugar as defined in the Codex *Standard for Sugars* (CODEX STAN 212-1999);

"**the Act**" means the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990);

"**ultra high temperature (UHT)**" means the heat treatment of a dairy product or an imitation dairy product as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act,

1972 (Act No. 54 of 1972);

"**ultra-pasteurisation**" means the heat treatment of milk to achieve an end-product that complies with the specifications of Table 2;

"**use by date**" or "**expiration date**" means the date which signifies the end of the period under any stated storage conditions, after which the product should not be sold or consumed due to safety and quality reasons;

"**vegetable fat**" means oil or fat that is obtained from vegetable matter; and

"**yoghurt culture**" means a culture consisting of *Lactobacillus delbrueckii* subsp. *bulgaricus* and *Streptococcus thermophilus* or another similar culture used for the manufacture of the primary dairy product known as yoghurt.

#### **Restrictions on the sale of dairy products and imitation dairy products**

2. (1) No person shall sell a dairy product or an imitation dairy product in the Republic of South Africa –

- (a) unless such product is classified and presented for sale according to the class referred to in regulations 3 and 23;
- (b) unless such product complies with the relevant standards specified in regulations 4 to 22 and 24;
- (c) unless such product is packed in a container and/or outer container and in a manner so prescribed by regulation 25;
- (d) unless a container and outer container in which such product is packed, is marked with particulars and in a manner set out in regulations 26 to 31;
- (e) if such product is marked with any restricted particulars or in a manner which is prohibited in terms of regulation 32; and
- (f) if such product contains a substance so prescribed as a substance which it may not contain.

(2) The prohibition set out in sub-regulation (1) shall not apply to the sale of a dairy product or an imitation dairy product that is an infant formula and a follow-up formula as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).

(3) The Executive Officer may grant written exemption, entirely or partially to any person on such conditions, as he or she may deem necessary, from the provisions of sub-regulation (1).

### **PART I: DAIRY PRODUCTS**

#### **Classes of dairy products**

3. (1) Dairy products shall be classified in accordance with the classes specified in column 2 or the alternate class designations (where applicable) as specified in column 3 of Tables 1 to 21 for the type of dairy product concerned.

(2) In the case of the named variety cheeses in Table 11 where no provision has been made for "low fat" and "fat free" classes, Table 10 shall be used to classify the named variety cheese concerned falling within such classes.

#### **General standards for dairy products**

4. (1) All classes of dairy products shall --

- (a) have a clean characteristic flavour, texture and taste of the specific product

concerned;

- (b) subject to the provisions of sub-regulation (3), be free of any substance that does not naturally form part of milk; and
- (c) comply with the applicable standards as specified in columns 4, 5, 6, 7, 8, 9 and 10 of Tables 1 to 21 opposite the class concerned.

(2) Subject to the provisions of sub-regulation (1), dairy products shall comply with the additional requirements for each product concerned indicated in regulations 5 to 22.

(3) A dairy product may contain food additives to the extent permissible in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and/or other foodstuffs.

(4) Subject to the provisions of sub-regulation (3), a composite dairy product shall be free of any substance that does not naturally form part of milk or the foodstuff that has been added thereto.

#### **Standards for milk, flavoured milk and milkshake**

5. (1) Milk shall --
- (a) not clot when boiled for five minutes;
  - (b) be classified as set out in Table 1 and comply with the standards for each such class; and
  - (c) result in the lactoperoxidase activity and  $\beta$ - lactoglobulin content as specified in Table 2.
- (2) Flavoured milk shall --
- (a) be manufactured from heat treated milk and/or reconstituted and/or recombined milk to which a flavouring and other food additives (optional) have been added,
  - (b) not contain any added animal, plant or marine fat; and
  - (c) be classified as set out in Table 1 and comply with the standards for each such class: Provided that the minimum milk solids non-fat content, pH and maximum freezing point shall be ignored.
- (3) Milkshake or milk shake --
- (a) means a heat treated and flavoured primary dairy product of the class milk to which food additives have been added to accomplish thickening and/or facilitate foaming after it has been shaken and the foam is maintained for at least 30 seconds; and
  - (b) shall be classified as set out in Table 1 and comply with the standards for each such class: Provided that the minimum milk solids non-fat content, pH and maximum freezing point shall be ignored.

**TABLE 1**  
**CLASSES OF AND STANDARDS FOR MILK**

Type of primary dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (%) (m/m)	pH value at 20 - 25°C	Maximum freezing point (°C)	Additional requirements
				Calculated on the total content (%) (m/m)	Calculated on a fat-free basis (%) (m/m)				
1	2	3	4	5	6	7	8	9	10
1. Milk	High fat milk	High cream milk	More than 4.5	8.2	8.6	3	6.5 - 6.85	-0.512	Table 2, Regulation 29 (3), (4) and (6)
	Full fat milk	Full cream milk/ Whole milk/ Milk	More than 3.3 - 4.5	8.3	8.6	3	6.5 - 6.85	-0.512	Table 2, Regulation 29 (3), (4) and (6)
	Medium fat milk	Medium cream milk	More than 1.5 - 3.3	8.4	8.6	3	6.5 - 6.85	-0.512	Table 2, Regulation 29 (3), (4) and (6)
	Low fat milk	*	More than 0.5 - 1.5	8.5	8.6	3	6.5 - 6.85	-0.512	Table 2, Regulation 29 (3), (4) and (6)
	Fat free milk	Skim(med) milk	Not more than 0.5	8.6	8.6	3	6.5 - 6.85	-0.512	Table 2, Regulation 29 (3), (4) and (6)

\* Not specified

**TABLE 2**  
**ADDITIONAL STANDARDS FOR MILK**

	Pasteurised milk	Ultra pasteurised milk	UHT milk	Sterilised milk
1	2	3	4	5
Lactoperoxidase activity	Positive	Negative	Negative	Negative
$\beta$ -Lactoglobulin content	> 2500 mg/litre	$\geq$ 2000 mg/litre	$\geq$ 50 mg/litre	< 50 mg/litre

**Standards for cultured milk**

6. (1) Cultured milk shall --
- (a) be obtained from heat treated milk and/or reconstituted or recombined milk that has been inoculated with a culture to produce a microbiological flora under controlled conditions: Provided that in the case of –
    - (i) Kefir the following specific starter cultures shall be used:  
Starter culture prepared from kefir grains, *Lactobacillus kefir*, species of the genera *Leuconostoc*, *Lactococcus* and *Acetobacter* growing in a strong specific relationship, where the kefir grains constitute both lactose fermenting yeasts (*Kluyveromyces marxianus*) and non-lactose fermenting yeasts (*Saccharomyces unisporus*, *Saccharomyces cerevisiae* and *Saccharomyces exiguus*): Provided further that microorganisms other than the afore-mentioned specific starter cultures may be added; and
    - (ii) Yeast Free Kefir starter culture comprising of lactic acid bacteria with characteristics of kefir grains shall be used;
  - (b) not be subjected to heat treatment after fermentation;
  - (c) contain at least  $10^7$  colony forming units per gram (CFU/g) of viable lactic acid or lactic acid and aroma producing micro-organisms, or in the case of Kefir and Yeast Free Kefir viable microorganisms constituting the specific starter cultures stated in sub-paragraph (a)(i) and (ii) above, per gram of a product;
  - (d) have a pH value of less than 4.6;
  - (e) in the case of Kefir, contain at least  $10^4$  colony forming units per gram (CFU/g) of yeasts per gram of product; and
  - (f) in the case of Yeast Free Kefir, contain no intentionally added yeasts.
- (2) The word “maas” in the alternate class designation may be substituted by the word “amazi” or “amasi”.
- (3) The word “Kefir” in the class designation or alternate class designation may be substituted by the word “Kephir”.

**TABLE 3  
CLASSES OF AND STANDARDS FOR CULTURED MILK**

Type of primary dairy product	Class/ Class designation	Alternate class designation	Milk fat content (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (m/m)
				Calculated on the total content (m/m)	Calculated on a fat-free basis (m/m)	
1	2	3	4	5	6	7
Cultured milk	Cultured high fat milk/ Cultured high cream milk/ Cultured high fat kefir/ Cultured high cream kefir/ Cultured high fat yeast free kefir/Cultured high cream yeast free kefir	High fat maas/ High cream maas/ High fat sour milk/ High cream sour milk/ High fat kefir/ High cream kefir/ High fat yeast free kefir/ High cream yeast free kefir	More than 4.5	8.2	8.6	3.0
	Cultured full fat milk/ Cultured full cream milk/ Cultured full fat kefir/ Cultured full cream kefir/ Cultured full fat yeast free kefir/ Cultured full cream yeast free kefir	Sour milk/ Full fat sour milk/ Full cream sour milk/ Maas/ Full cream maas/ Full fat maas/ Kefir/ Full cream kefir/ Full fat kefir/ Yeast free kefir/ Full cream yeast free kefir/ Full fat yeast free kefir	More than 3.3 - 4.5	8.3	8.6	3.0
	Cultured medium fat milk/ Cultured medium cream milk/ Cultured medium fat kefir/ Cultured medium cream kefir/ Cultured medium fat yeast free kefir/ Cultured medium cream yeast free kefir	Medium fat sour milk/ Medium cream sour milk/ Medium fat maas/ Medium cream maas/ Medium fat kefir/ Medium cream kefir/ Medium fat yeast free kefir/ Medium cream yeast free kefir	More than 1.5 - 3.3	8.4	8.6	3.0

Type of primary dairy product	Class/ Class designation	Alternate class designation	Milk fat content (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (m/m)
				Calculated on the total content (m/m)	Calculated on a fat-free basis (m/m)	
1	2	3	4	5	6	7
	Cultured low fat milk/ Cultured low fat kefir/ Cultured low fat yeast free kefir	Low fat sour milk/ Low fat maas/ Low fat kefir/ Low fat yeast free kefir	More than 0.5 - 1.5	8.5	8.6	3.0
	Cultured fat free milk/ Cultured fat free kefir/ Cultured fat free yeast free kefir	Cultured Skim(med) milk/ Skim(med) sour milk/ Fat free sour milk/ Skim(med) maas/ Fat free maas/ Skim(med) kefir/ Fat free kefir/ Skim(med) yeast free kefir/ Fat free yeast free kefir	Not more than 0.5	8.6	8.6	3.0

#### **Standards for buttermilk and cultured buttermilk**

7. (1) Buttermilk is the liquid remaining from the butter making process, and may be inoculated with a butter culture.
- (2) Cultured buttermilk shall --
- (a) be obtained from heat treated milk and/or reconstituted or recombined milk;
  - (b) be soured --
    - (i) either spontaneous by the action of lactic acid producing or aroma producing bacteria; or
    - (ii) by inoculation with a butter culture, or with lactic acid producing and/or aroma producing cultures;
  - (c) have a pH value of less than 4.6; and
  - (d) contain at least  $10^7$  colony forming units per gram (CFU/g) of viable lactic acid or lactic acid and aroma producing micro-organisms per gram of a product.

**TABLE 4  
CLASSES OF AND STANDARDS FOR BUTTERMILK AND CULTURED BUTTERMILK**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non-fat content calculated on the total content (%) (m/m)
1	2	3	4	5
1. Buttermilk	Low fat buttermilk	*	More than 0.5 - 1.5	6.0
	Fat free buttermilk	Skim(med) buttermilk	Not more than 0.5	6.0
2. Cultured buttermilk	Cultured high fat buttermilk	Cultured high cream buttermilk	More than 4.5	8.2
	Cultured full fat buttermilk	Cultured buttermilk/ Cultured full cream buttermilk	More than 3.3 - 4.5	8.3
	Cultured medium fat buttermilk	Cultured medium cream buttermilk	More than 1.5 - 3.3	8.4
	Cultured low fat buttermilk	*	More than 0.5 - 1.5	8.5
	Cultured fat free buttermilk	Cultured skim(med) buttermilk	Not more than 0.5	8.6

\* Not specified

***Standards for sweetened condensed milk***

8. (1) Sweetened condensed milk shall be manufactured by partial removal of water from milk, reconstituted milk or recombined milk with the addition of sugar, or by any other process which leads to a product of the same composition and characteristics: Provided that if reconstituted milk or recombined milk is used, it shall at least be declared in the ingredients list.

(2) The protein content of the milk, reconstituted milk or recombined milk used, may have been added adjusted or standardised by the addition of dairy permeate, dairy retentate and/or lactose.

(3) Sodium chloride may be added during the manufacturing process.

**TABLE 5**  
**CLASSES OF AND STANDARDS FOR SWEETENED CONDENSED MILK**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (m/m)	Minimum milk solids content		Minimum milk protein content calculated on a milk solids non-fat basis (m/m)
				Calculated on the total content (m/m)	Calculated on a fat-free basis (m/m)	
1	2	3	4	5	6	7
Sweetened condensed milk	Sweetened condensed high fat milk	Sweetened condensed high cream milk	At least 16	*	14	34
	Sweetened condensed full fat milk	Sweetened condensed milk/ Sweetened condensed full cream milk	8 - 15	28	*	34
	Sweetened condensed medium fat milk	Sweetened condensed medium cream milk	More than 1 - 7	24	20	34
	Sweetened condensed fat free milk	Sweetened condensed skim(med) milk	Not more than 1	24	*	34

\* Not specified

**Standards for evaporated milk**

9. (1) Evaporated milk shall be manufactured by partial removal of water from milk by heat, or by any other process, which leads to a product of the same composition and characteristics.
- (2) The protein content of the milk, reconstituted milk or recombined milk used, may have been added adjusted or standardised by the addition of dairy permeate, dairy retentate and/or lactose.

**TABLE 6  
CLASSES OF AND STANDARDS FOR EVAPORATED MILK**

Type of dairy product	Class / Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non- fat content		Minimum milk protein content calculated on a milk solids non-fat basis (%) (m/m)	Maximum moisture content (%) (m/m)
				Calculated on the total content (%) (m/m)	Calculated on a fat- free basis (%) (m/m)		
1	2	3	4	5	6	7	8
Evaporated milk	Evaporated high fat milk	Evaporated high cream milk	At least 15	*	11.5	34	73
	Evaporated full fat milk	Evaporated milk/ Evaporated full cream milk	7.5 - 14	25	*	34	75
	Evaporated medium fat milk	Evaporated medium cream milk	More than 1 - 7.4	20	*	34	80
	Evaporated fat free milk	Evaporated skim (med) milk	Not more than 1	20	*	34	80

\* Not specified

**Standards for yoghurt, strained yoghurt and drinking yoghurt**

10. (1) Yoghurt, strained yoghurt and drinking yoghurt shall --
- (a) be manufactured mainly from heat treated milk and/or reconstituted or recombined milk that has been inoculated with a yoghurt culture to produce a microbiological flora under controlled conditions;
  - (b) contain at least  $10^7$  colony forming units per gram (CFU/g) of viable yoghurt culture micro-organism per gram of a product; and
  - (c) not be subjected to heat treatment after fermentation.
- (2) If a specific micro-organism is used in conjunction with the sale of yoghurt, strained yoghurt or drinking yoghurt and where the content claim is made in the labelling that refers to the presence of such specific micro-organism that has been added to supplement the yoghurt culture, it shall contain at least  $10^6$  colony forming units per gram (CFU/g) of that specified micro-organism.
- (3) The standards specified in Table 7 shall be applicable to yoghurt, strained yoghurt and drinking yoghurt --
- (a) without added sugar; and
  - (b) with or without food additives, and which may have been sweetened with a permitted non-nutritive sweetener only.

(4) The expression “shake” may follow the word “yoghurt” in the class designation if food additives have been added to accomplish thickening and/or facilitate foaming after it has been shaken and the foam is maintained for at least 30 seconds.

**TABLE 7**  
**CLASSES OF AND STANDARDS FOR YOGHURT, STRAINED YOGHURT AND DRINKING**  
**YOGHURT**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (%) (m/m)
				Calculated on the total content (%) (m/m)	Calculated on a fat-free basis (%) (m/m)	
1	2	3	4	5	6	7
1. Yoghurt	High fat yoghurt	Double cream yoghurt/ High cream yoghurt	More than 4.5	8.2	8.6	2.7
	Full fat yoghurt	Yoghurt/ Full cream milk yoghurt/ Full cream yoghurt	More than 3.3 - 4.5	8.2	8.6	2.7
	Medium fat yoghurt	Medium cream milk yoghurt/ Medium cream yoghurt	More than 1.5 - 3.3	8.2	8.6	2.7
	Low fat yoghurt	*	More than 0.5 - 1.5	8.4	8.6	2.7
	Fat free yoghurt	Skim(med) milk yoghurt/ Skim(med) yoghurt	Not more than 0.5	8.6	8.6	2.7
2. Strained yoghurt	High fat strained yoghurt	Double cream strained yoghurt/ High cream strained yoghurt	More than 4.5	8.2	8.6	5.6
	Full fat strained yoghurt	Strained yoghurt/ Full cream milk strained yoghurt/ Full cream strained yoghurt	More than 3.3 - 4.5	8.2	8.6	5.6
	Medium fat strained yoghurt	Medium cream milk strained yoghurt/ Medium cream strained yoghurt	More than 1.5 - 3.3	8.2	8.6	5.6
	Low fat strained yoghurt	*	More than 0.5 - 1.5	8.4	8.6	5.6
	Fat free strained yoghurt	Skim(med) milk strained yoghurt/ Skim(med) strained yoghurt	Not more than 0.5	8.6	8.6	5.6
3. Drinking yoghurt	High fat drinking yoghurt	Double cream drinking yoghurt/ High cream drinking yoghurt	More than 4.5	8.2	8.6	2.5

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (%) (m/m)
				Calculated on the total content (%) (m/m)	Calculated on a fat-free basis (%) (m/m)	
1	2	3	4	5	6	7
	Full fat drinking yoghurt	Drinking yoghurt/ Full cream milk drinking yoghurt/ Full cream drinking yoghurt	More than 3.3 - 4.5	8.2	8.6	2.5
	Medium fat drinking yoghurt	Medium cream milk drinking yoghurt/ Medium cream drinking yoghurt	More than 1.5 - 3.3	8.2	8.6	2.5
	Low fat drinking yoghurt	*	More than 0.5 - 1.5	8.4	8.6	2.5
	Fat free drinking yoghurt	Skim (med) milk drinking yoghurt/ Skim (med) drinking yoghurt	Not more than 0.5	8.6	8.6	2.5

\* Not specified

**Standards for yoghurt, strained yoghurt and drinking yoghurt with added foodstuff and/or fruit**

11. (1) Yoghurt, strained yoghurt and drinking yoghurt with added foodstuff and/or fruit, shall --
- be manufactured mainly from heat treated milk and/or reconstituted or recombined milk that has been inoculated with a yoghurt culture to produce a microbiological flora under controlled conditions;
  - contain at least  $10^7$  colony forming units per gram (CFU/g) of viable yoghurt culture micro-organisms per gram of a product;
  - comply with the applicable standards for the class concerned; and
  - not be subjected to heat treatment after fermentation.
- (2) A composite dairy product of the type known as fruit yoghurt, strained fruit yoghurt and drinking fruit yoghurt shall have a total fruit content of at least 6 per cent but not more than 25 per cent on a mass per mass basis.
- (3) The total dry matter content of a composite dairy product of the type known as yoghurt, strained yoghurt and drinking yoghurt with added foodstuff and/or fruit, and which has been sweetened with a permitted non-nutritive sweetener, shall, in the case of the --
- high fat class be at least 15 per cent (m/m);
  - full fat class be at least 14.5 per cent (m/m);
  - medium fat class be at least 14 per cent (m/m);
  - low fat class be at least 13.5 per cent (m/m); and

(e) fat free class be at least 13 per cent (m/m).

(4) The expression “drinking” in drinking yoghurt may be replaced by the word “pouring”.

(5) The expression “shake” may follow the word “yoghurt” in the class designation if food additives have been added to accomplish thickening and/or facilitate foaming after it has been shaken and the foam is maintained for at least 30 seconds.

(6) If a specific micro-organism is used in conjunction with the sale of any type of yoghurt, strained yoghurt or drinking yoghurt with added foodstuff and/or fruit, and where the content claim is made in the labelling that refers to the presence of such specific micro-organism that has been added to supplement the yoghurt culture, it shall contain at least  $10^6$  colony forming units per gram (CFU/g) of that specified micro-organism.

(7) The standards specified in Table 8 shall also be applicable to yoghurt, strained yoghurt and drinking yoghurt, which are sweetened with added sugar.

(8) Subject to the provisions of regulation 29(3), the name of the added sugar may not form part of the class designation in the case of yoghurt, strained yoghurt and drinking yoghurt sweetened with sugar.

**TABLE 8**  
**CLASSES OF AND STANDARDS FOR YOGHURT, STRAINED YOGHURT AND DRINKING**  
**YOGHURT WITH ADDED FOODSTUFF AND/OR FRUIT**

Type of composite dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Total dry matter content (%) (m/m)	Minimum milk protein content (%) (m/m)
1	2	3	4	5	6
1. Yoghurt with added foodstuff and/or fruit	High fat yoghurt with (name of the added foodstuff and/or fruit)	Double cream yoghurt with (name of the added foodstuff and/or fruit)/ High cream yoghurt with (name of the added foodstuff and/or fruit)	More than 4.5	At least 18.0	2.0
	Full fat yoghurt with (name of the added foodstuff and/or fruit)	Yoghurt with (name of the added foodstuff and/or fruit)/ Full cream yoghurt with (name of the added foodstuff and/or fruit)	More than 3.3 - 4.5	At least 17.5	2.0
	Medium fat yoghurt with (name of the added foodstuff and/or fruit)	Medium cream yoghurt with (name of the added foodstuff and/or fruit)	More than 1.5 - 3.3	More than 17.2	2.0
	Low fat yoghurt with (name of the added foodstuff and/or fruit)	*	More than 0.5 - 1.5	More than 17.0	2.0
	Fat free yoghurt with (name of the added foodstuff and/or fruit)	Skim(med) yoghurt with (name of the added foodstuff and/or fruit)	Not more than 0.5	More than 16.5	2.0
2. Strained yoghurt with added foodstuff and/or fruit	High fat strained yoghurt with (name of the added foodstuff and/or fruit)	Double cream strained yoghurt with (name of the added foodstuff and/or fruit)/ High cream strained yoghurt with (name of the added foodstuff and/or fruit)	More than 4.5	At least 18.0	5.6

Type of composite dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Total dry matter content (%) (m/m)	Minimum milk protein content (%) (m/m)
1	2	3	4	5	6
	Full fat strained yoghurt with (name of the added foodstuff and/or fruit)	Strained yoghurt with (name of the added foodstuff and/or fruit)/Full cream strained yoghurt with (name of the added foodstuff and/or fruit)	More than 3.3 - 4.5	At least 17.5	5.6
	Medium fat strained yoghurt with (name of the added foodstuff and/or fruit)	Medium cream strained yoghurt with (name of the added foodstuff and/or fruit)	More than 1.5 - 3.3	More than 17.2	5.6
	Low fat strained yoghurt with (name of the added foodstuff and/or fruit)	*	More than 0.5 - 1.5	More than 17.0	5.6
	Fat free strained yoghurt with (name of the added foodstuff and/or fruit)	Skim(med) strained yoghurt with (name of the added foodstuff and/or fruit)	Not more than 0.5	More than 16.5	5.6
3. Drinking yoghurt with added foodstuff and/or fruit	High fat drinking yoghurt with (name of the added foodstuff and/or fruit)	Double cream drinking yoghurt with (name of the added foodstuff and/or fruit)/ High cream drinking yoghurt with (name of the added foodstuff and/or fruit)	More than 4.5	At least 18.0	2.0
	Full fat drinking yoghurt with (name of the added foodstuff and/or fruit)	Drinking yoghurt with (name of the added foodstuff and/or fruit)/ Full cream milk drinking yoghurt with (name of the added foodstuff and/or fruit)	More than 3.3 - 4.5	At least 17.5	2.0
	Medium fat drinking yoghurt with (name of the added foodstuff and/or fruit)	Medium cream drinking yoghurt with (name of the added foodstuff and/or fruit)	More than 1.5 - 3.3	More than 17.2	2.0
	Low fat drinking yoghurt with (name of the added foodstuff and/or fruit)	*	More than 0.5 - 1.5	More than 17.0	2.0
	Fat free drinking yoghurt with (name of the added foodstuff and/or fruit)	Skim(med) drinking yoghurt with (name of the added foodstuff and/or fruit)	Not more than 0.5	More than 16.5	2.0

\* Not specified

**Standards for cream, cultured cream and acidified cream**

12. (1) Cultured cream shall --
- (a) be soured by inoculation with a lactic acid or lactic acid and aroma producing culture; and
  - (b) contain at least  $10^7$  colony forming units per gram (CFU/g) of viable lactic acid or lactic acid and aroma producing micro-organisms per gram of a product.

(2) Acidified cream shall be obtained by acidifying cream with permitted acids or acidity regulators to achieve a desired pH value.

(3) The classes whipping cream, whipped cream, acidified cream and cultured cream may contain products derived exclusively from milk or whey that contain 35% (m/m) or more milk protein of any type (including casein and whey protein products and concentrates and any combinations thereof) and milk powders as functional ingredients (i.e. thickeners and stabilisers) only: Provided that these products are added in amounts functionally necessary not exceeding 20g/kg.

**TABLE 9**  
**CLASSES OF AND STANDARDS FOR CREAM, CULTURED CREAM AND ACIDIFIED CREAM**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	pH value
1	2	3	4	6
1. Cream	Double thick cream	Clotted cream	More than 45	6.5 – 6.85
	Whipping cream	Cream/ Thick cream	30 - 45	6.5 – 6.85
	Whipped cream	*	25 - 29	6.5 – 6.85
	Dessert cream	Cooking cream	20 - 24	#6.5 – 6.85
	Medium fat cream	Thin cream/ Pouring cream/ Coffee cream	10 - 19	6.5 – 6.85
2. Acidified cream	Acidified cream	*	More than 20	*
	Medium fat acidified cream	*	10 - 20	*
3. Cultured cream	Cultured cream	Sour cream	More than 20	Less than 4.6
	Medium fat cultured cream	Medium fat sour cream	10 - 20	Less than 4.6

\* Not specified

# In the case of canned Dessert cream, the minimum pH value may be 6.2.

**Standards for cheese with or without added foodstuff**

13. (1) Cheese with or without added foodstuff is the ripened (matured) or unripened soft, semi-soft, semi-hard or hard product, which may be coated, and in which the whey protein/casein ratio does not exceed that of milk. Cheese other than whey cheese shall be obtained by--

- (a) coagulating wholly or partly the protein of milk (high fat, full fat, low fat or fat free), reconstituted dried milk, recombined milk, cream, butter milk, or any combination of these products, through the action of rennet or other suitable coagulating agents, with or without partially draining the whey resulting from the coagulation, and which will result in a concentration of milk protein (in particular, the casein portion), and that consequently, the protein content of the cheese will be distinctly higher than the protein level of the blend of the afore-mentioned milk products from which the cheese was made; and/or
  - (b) processing techniques involving coagulation of the protein of milk and/or products obtained from milk which give an end-product with similar physical, chemical and organoleptic characteristics as the product defined under paragraph (a).
- (2) (a) Whey cheese shall be obtained by –
- (i) concentrating whey with or without the addition of milk and milk fat, and moulding such concentrated whey; or
  - (ii) coagulating whey with or without the addition of milk and milk fat: Provided that only vinegar or sour whey may be used to aid coagulation

of the whey.

- (b) Whey cheese obtained through the coagulation of whey may either be ripened (matured) or unripened.
- (c) In the case of whey cheese the class designation shall be preceded by the expression “whey”.

(3) Cheese may be coated prior to the ripening, during the ripening process or when the ripening has been finished with the following:

- (a) A film, for example polyvinylacetate, other artificial material or material composed of natural ingredients, which helps to regulate the humidity during ripening and protects the cheese against microorganisms (e.g. ripening films).
- (b) A layer, mostly wax, paraffin or a plastic, which normally is impermeable to moisture, to protect the cheese after ripening against microorganisms and against physical damage during retail handling.

(4) Subject to the provisions of sub-regulation (8), cheese with or without added foodstuff not provided for in Tables 11 and 12 shall comply with the compositional standards applicable to the class concerned as set out in Table 10.

(5) In the case of cheese with added foodstuff, the minimum milk fat in dry matter content may be up to 10 per cent less than that specified in Tables 10 and 11 for the class of cheese concerned.

(6) In the case where an accelerated ripening period method is used, the prescribed minimum ripening period for the class concerned shall not apply: Provided that the class of cheese concerned shall have physical, chemical and organoleptic properties similar to that of cheese that was subjected to a natural ripening process.

(7) When cheese with or without added foodstuff is presented for sale as slices, shredded or grated, the class designation shall be preceded by the appropriate description: Provided that if the contents of the container is clearly visible and easily identifiable from the outside, such description may be omitted.

(8) Imported cheese with or without added foodstuff which has been registered as a Geographical Indication (GI), and which originates from –

- (a) a member country within the European Union shall comply with the compositional standards set out in Table 12 for the named cheese concerned; and
- (b) a member country of the World Trade Organisation (WTO), excluding those countries that are members of the European Union, shall comply with the compositional standards registered for the GI named cheese concerned in the country of origin.

**TABLE 10  
CLASSES OF AND STANDARDS FOR UNSPECIFIED CHEESE WITH OR  
WITHOUT ADDED FOODSTUFF**

Type of cheese	Class/ Class designation	Milk fat in dry matter content (%) (m/m)	* Minimum dry matter content (%) (m/m)	Maximum moisture content on a fat-free basis (%) (m/m)
1	2	3	4	5
Extra Hard Hard Semi-hard Semi-soft Soft	High fat cheese	At least 60	62	Less than 51
	(Full fat) cheese	46 - 59	52	49 - 56
	Medium fat cheese	26 - 45	48	54 - 63
	Low fat cheese	11 - 25	12	61 - 69
	Fat free cheese or Skim (med) cheese	Not more than 10	Less than 12	More than 67

\* Dry matter content is dependent on the corresponding milk fat in dry matter content

**TABLE 11  
CLASSES OF AND STANDARDS FOR CERTAIN NAMED VARIETY CHEESE WITH  
OR WITHOUT ADDED FOODSTUFF**

Type of cheese	Class/ Class designation	Alternate class designation	Milk fat in dry matter content		Minimum dry matter content (%) (m/m)	Minimum ripening period (weeks)
			Minimum (%) (m/m)	Maximum (%) (m/m)		
1	2	3	4	5	6	7
1. Hard cheese	High fat cheese/ High cream cheese	High fat Cheddar/ High cream Cheddar	60	*	66	5
		High fat or High cream Emmental/ Emmentaler	60	*	67	8
		High fat Samsø/ High cream Samsø	55	*	59	3
	(Full fat) cheese/ (Full cream) cheese	Cacciocavallo	45	*	64	20
		Cheddar	48	59	61	5
		Double Gloucester	48	*	56	4
		Emmental/ Emmentaler	45	59	60	8
		Gruyère	45	*	62	8
		Mature cheddar	48	*	62	25
		Pecorino	45	*	60	12
		Red Leicester	48	*	58	6
		Samsø	45	54	54	3
	Medium fat cheese/ Medium cream cheese	Medium fat cheddar/ Medium cream cheddar	30	47	53	5
		Medium fat Pecorino/ Medium cream Pecorino	25	44	56	12
		Medium fat Samsø/ Medium cream Samsø	35	44	46	3
Parmesan		25	44	64	25	
Reggiano		30	45	67	*	
2. Semi-hard cheese	High fat cheese/ High cream cheese	High fat Danbo/ High cream Danbo	55	*	57	3

Type of cheese	Class/ Class designation	Alternate class designation	Milk fat in dry matter content		Minimum dry matter content (%) (m/m)	Minimum ripening period (weeks)
			Minimum (%) (m/m)	Maximum (%) (m/m)		
1	2	3	4	5	6	7
		Drakensberg	56	*	56	*
		High fat or High cream Edam/ Edamer/ Edammer	60	*	62	3
		<sup>s</sup> High fat Gouda/ High cream Gouda	60	*	62	3
		High fat Havarti/ High cream Havarti	60	*	58	1
		High fat Mozzarella/ High cream Mozzarella	60	84	53	*
		High fat Tilsiter/ High cream Tilsiter	60	*	61	3
	(Full fat) cheese/ (Full cream) cheese	Cheshire	48	*	56	4
		Danbo	45	54	52	3
		Edam/ Edamer/ Edammer	45	59	55	3
		Feta	45	*	*	*
		<sup>s</sup> Gouda or sweet milk	48	59	55	3
		Mature Gouda	48	*	58	16
		Halloumi	43	*	52	*
		Havarti	45	59	50	1
		Lancashire	48	*	54	4
		Mozzarella	45	59	31	*
		Provolone	45	59	51	4
		Raclette	45	*	57	*
		Tilsiter	45	59	55	3
		Washed curd cheese	45	*	52	4
	(Full fat) blue mould cheese/ (Full cream) blue mould cheese	Wensleydale	45	*	54	6
	(Full fat) white mould cheese/ (Full cream) white mould cheese	Stilton	50	*	56	6
		Wensleydale	45	*	56	6
	Medium fat cheese/ Medium cream cheese	Cumin	40	44	53	4
		Medium fat Danbo/ Medium cream Danbo	30	44	44	3
		Medium fat or Medium cream Edam/ Edamer/ Edammer	40	44	51	3
		Medium fat Feta/ Medium cream Feta	30	44	34	*
		<sup>s</sup> Medium fat Gouda/ <sup>s</sup> Medium cream Gouda	38	47	52	3
		Medium fat Havarti/ Medium cream Havarti	40	44	48	1
		Medium fat Mozzarella/ Medium cream Mozzarella	30	44	26	*

Type of cheese	Class/ Class designation	Alternate class designation	Milk fat in dry matter content		Minimum dry matter content (%) (m/m)	Minimum ripening period (weeks)
			Minimum (%) (m/m)	Maximum (%) (m/m)		
1	2	3	4	5	6	7
		Medium fat Tilsiter/ Medium cream Tilsiter	30	44	49	3
3. Semi-soft cheese	High fat white mould cheese/ High cream white mould cheese	High fat Brie/ High cream Brie	60	*	51	2
		High fat Camembert/ High cream Camembert	55	*	48	2
		High fat Saint (St) Paulin/ High cream Saint (St) Paulin	60	*	58	1
	(Full fat) white mould cheese/ (Full cream) white mould cheese	Brie	45	59	43	2
		Bel Paese	45	*	50	*
		Camembert	40	54	41	2
		Saint (St) Paulin	45	59	50	1
	Medium fat cheese/ Medium cream cheese	Robiola	35	44	35	*
	Medium fat white mould cheese/ Medium cream white mould cheese	Medium fat Brie/ Medium cream Brie	40	44	42	2
		Medium fat Camembert/ Medium cream Camembert	30	39	38	2
4. Soft cheese	High fat cheese/ High cream cheese	Coulommiers	60	*	52	2
	(Full fat) cheese/ (Full cream) cheese	Coulommiers	50	59	46	2
		Limburger	45	*	38	*
		Ricotta	50	59	45	*
		Romadur	45	*	40	*
	Medium fat cheese/ Medium cream cheese	Medium fat Coulommiers/ Medium cream Coulommiers	40	49	42	2
Medium fat ricotta/ Medium cream ricotta		25	44	25	*	

\* Not specified

§ The class designation may include the term "baby" if sold with a weight of 2.5kg and less.

**TABLE 12**  
**CLASSES OF AND STANDARDS FOR IMPORTED GI CHEESE WITH OR WITHOUT ADDED FOODSTUFF PROTECTED UNDER THE EU SADC EPA**

Type of cheese	Country	Class/Class designation	Milk fat in dry matter content (%)(m/m)	Protein in dry matter content (%)(m/m)	Minimum dry matter content (%)(m/m)	Minimum ripening period (weeks)	pH value	Maximum moisture content on a fat free basis (%)(m/m)	Maximum sodium chloride content (%)(m/m)	
1	2	3	4	5	6	7	8	9	10	
1. Hard cheese	Austria	Tiroler Bergkäse	At least 45	*	60	20	*	40	*	
	France	Comté	45-54	*	62	17	*	*	0.6	
		Emmental de Savoie	*	*	45	10	*	*	*	
	Greece	Graviera Kritis	At least 40	*	*	*	12	*	38	*
		Kefalograviera	At least 40	*	*	*	12	*	40	*
	Italy	Asiago	At least 44	*	*	*	2	*	*	*
			At least 34	*	*	*	8	*	*	*
		Grana Padano	40-42	*	*	*	36	*	*	*
		Semi-fat	Less than 35	*	*	*	36	*	*	
		Grana Padano		*	*	*	36	*	*	
		Parmigiano Reggiano	At least 32	*	*	*	48	*	*	
		Pecorino Romano	At least 36	*	*	*	20 (table cheese) 32 (grating cheese)	*	*	
		Dolce (mild)	At least 40	*	*	*	2	*	*	
		Pecorino Sardo	At least 35	*	*	*	8	*	*	
		Matturo (matured)	At least 35	*	*	*	16	*	*	
	Pecorino Sardo Grated	At least 35	*	*	*	16	*	*		
	Pecorino Sardo	At least 45	*	*	*	12	*	49-63	*	
Portugal	Queijo S. Jorge	At least 45	*	*	*	17	*	49-56	*	
	Queijo Serra da Estrela Velho	>60 <b>(Fat Content)</b>	36-43 <b>(Protein Content)</b>	*	*		*		*	

Type of cheese	Country	Class/Class designation	Milk fat in dry matter content (%) (m/m)	Protein in dry matter content (%) (m/m)	Minimum dry matter content (%) (m/m)	Minimum ripening period (weeks)	pH value	Maximum moisture content on a fat free basis (%) (m/m)	Maximum sodium chloride content (%) (m/m)	
1	2	3	4	5	6	7	8	9	10	
2. Semi-hard cheese	Spain	Cured Arzúa-Ulloa	At least 45	*	65	24	5.1-5.4	*	*	
		Idiazábal	At least 45	25	55	8	4.9-5.5	*	*	
		Mahón-Menorca	At least 38	*	*	21	*	*	*	
		Queso Manchego	At least 50	30	55	4(>1.5kg) 8(≤1.5kg)	4.8-5.8	*	2.3	
	Greece	Feta	At least 43	*	*	*	8	*	56	*
		Kasseri	At least 40	*	*	*	12	*	45	*
	Italy	Fontina	At least 45	At least 45	*	*	12	*	*	*
		Pecorino Toscano	At least 40	At least 40	*	*	16			
		Provolone Valpadana	44-54	44-54	*	*	1 (≤6kg) 4 (>6kg) 12 (15kg)	*	46 43 *	*
		Baby Edam	40-44	40-44	*	*	3	*	46.5	5.4
Netherlands	Edam Holland	40-44	40-44	*	*	4	*	45.5	5	
	Gouda Holland	48-52	48-52	*	*	4	*	42.5	4	
	Blue Stilton	At least 48	At least 48	*	*	6	*	*	*	
United Kingdom	Mature Blue Stilton	At least 48	At least 48	*	*	10	*	*	*	
	Vintage Blue Stilton	At least 48	At least 48	*	*	15	*	*	*	
	White Stilton	At least 48	At least 48	*	*	6	*	*	*	
	Danablu 50+	At least 50	At least 50	*	*	5	*	*	*	
Denmark	Danablu 60+	At least 60	At least 60	*	*	5	*	*	*	
	Roquefort	At least 52	At least 52	*	*	12	*	*	*	
France	Roquefort	At least 52	At least 52	*	*	12	*	*	*	
	Gorgonzola	At least 48	At least 48	*	*	7 - 21 (large wheel, 'mild' type) 11 - 38	*	*	*	
Italy	Gorgonzola	At least 48	At least 48	*	*	7 - 21 (large wheel, 'mild' type) 11 - 38	*	*	*	
	Gorgonzola	At least 48	At least 48	*	*	7 - 21 (large wheel, 'mild' type) 11 - 38	*	*	*	
3. Semi-soft cheese	Denmark	Danablu 50+	At least 50	*	52	5	*	*	*	
		Danablu 60+	At least 60	*	56	5	*	*	*	
	France	Roquefort	At least 52	*	55	12	*	*	*	
	Italy	Gorgonzola	At least 48	*	*	7 - 21 (large wheel, 'mild' type) 11 - 38	*	*	*	

Type of cheese	Country	Class/Class designation	Milk fat in dry matter content (%) (m/m)	Protein in dry matter content (%) (m/m)	Minimum dry matter content (%) (m/m)	Minimum ripening period (weeks)	pH value	Maximum moisture content on a fat free basis (%) (m/m)	Maximum sodium chloride content (%) (m/m)
1	2	3	4	5	6	7	8	9	10
4. Soft cheese	Portugal	Queijo Serra da Estrela	45-60 <b>(Fat Content)</b>	26-33 <b>(Protein Content)</b>	*	(large wheel, 'strong' type) 8 – 28 (small wheel, 'strong' type)	*	61-69	*
	France	Brie de Meaux	*	*	44	4	*	*	*
		Camembert de Normandie	At least 45	*	*	3	*	*	*
		Mont d'Or/ Vacherin du Haut-Doubs	At least 45	*	*	3	*	75	*
		Reblochon	At least 45	*	45	2	*	*	*
	Italy	Pecorino Toscano	At least 45	*	*	2	*	*	*
		Taleggio	At least 48	*	46	4	*	54	*
	Spain	(Farm manufactured) Arzua-Ulloa	At least 50	35	65	1	5.0-5.5	68-73	*
	Italy	Mozzarella di Bufala Campana	At least 52	*	*	*	*	65	*

\* Not specified

**Standards for process cheese and cheese spread with or without added foodstuff**

14. (1) Process cheese and cheese spread with or without added foodstuff shall --
- (a) be manufactured by the grinding, mixing, melting and emulsifying, with the aid of heat and an emulsifying agent, of a type of cheese specified in item 1, 2, 3 or 4 of column 1 of Table 11 or the type of cream cheese specified in column 1 of Table 14 with whey proteins and with other primary dairy products; and
- (b) during the manufacture thereof be heat treated for 30 seconds at a temperature of 70°C, or any other equivalent or greater time/temperature combination.
- (2) (a) If a designation specified in column 3 of Table 11 is used in connection with the sale of process cheese or cheese spread (with or without added foodstuff), the specified cheese shall consist of at least 50 per cent of the formulation in the final product except, for blue mould cheese which shall consist of at least 42 per cent of the formulation in the final product: Provided that the specified cheese concerned shall be subject to the requirements on Quantitative Ingredient Declarations (QUID), as specified in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).
- (b) In the case of all process cheese or cheese spread with or without added foodstuff not presented for sale as a specific cheese referred to in paragraph (a) above, cheese shall at least be the main ingredient in the final product concerned.
- (3) In the case of process cheese and cheese spread with added foodstuff, the minimum milk fat in dry matter content may be up to 10 per cent less than that specified in Table 13 for the class of process cheese or cheese spread concerned.
- (4) The word "process" in the class designation of process cheese with or without added foodstuff may be substituted by the word "processed".

**TABLE 13  
CLASSES OF AND STANDARDS FOR PROCESS CHEESE AND CHEESE SPREAD WITH OR  
WITHOUT ADDED FOODSTUFF**

Type of dairy product	Class / Class designation	Alternate class designation	Milk fat in dry matter content		Minimum dry matter content (%) (m/m)
			Minimum (%) (m/m)	Maximum (%) (m/m)	
1	2	3	4	5	6
1. Process cheese	High fat process cheese	Double cream process cheese/ High cream process cheese	60	*	52
	Full fat process cheese	Process cheese/ Full cream process cheese	40	59	40
	Medium fat process cheese	Medium cream process cheese	25	39	30
2. Cheese spread	High fat cheese spread	Double cream cheese spread/ High cream cheese spread	60	*	44
	Full fat cheese spread	Cheese spread/ Full cream cheese spread	40	59	40
	Medium fat cheese spread	Medium cream cheese spread	25	39	30

\* Not specified

**Standards for cream cheese with or without added foodstuff**

15. (1) Cream cheese with or without added foodstuff shall be manufactured mainly from the primary dairy product known as cream and products obtained from milk.

(2) In the case of cream cheese with added foodstuff, the minimum milk fat in dry matter content may be up to 10 per cent less than that specified in Table 14 for the class of cream cheese concerned.

**TABLE 14**  
**CLASSES OF AND STANDARDS FOR CREAM CHEESE WITH OR WITHOUT ADDED FOODSTUFF**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat in dry matter content		Minimum dry matter content (%) (m/m)	Milk fat content (%) (m/m)
			Minimum (%) (m/m)	Maximum (%) (m/m)		
1	2	3	4	5	6	7
Cream cheese	Full fat cream cheese	#Mascarpone/ Cream cheese	70	*	45	At least 33
	Medium fat cream cheese	*	52	69	35	20 - 34

\* Not specified

# If a full fat cream cheese with or without added foodstuff is presented for sale as "Mascarpone", the pH value shall be more than 5.5 but not exceeding 6.6.

**Standards for cottage cheese with or without added foodstuff**

16. (1) Cottage cheese with or without added foodstuff shall be manufactured from milk or products obtained from milk.

(2) Creamed cottage cheese with or without added foodstuff shall be manufactured mainly from the primary dairy products known as cottage cheese and cream.

- (3) In the case of cottage cheese with added foodstuff –
- (a) the minimum milk fat in dry matter content may be up to 10 per cent less than that specified in Table 15 for the class of cottage cheese concerned;
  - (b) the maximum moisture content shall not exceed 73 per cent (m/m) for the full fat class, 75 per cent (m/m) for the medium fat class, and 80 per cent for the low fat and fat free classes; and
  - (c) the minimum dry matter content shall be as follows:
    - (i) full fat class – more than 27 per cent (m/m);
    - (ii) medium fat class – more than 25 per cent (m/m);
    - (iii) low fat class – at least 18 per cent (m/m); and
    - (iv) fat free class – at least 18 per cent (m/m).

**TABLE 15  
CLASSES OF AND STANDARDS FOR COTTAGE CHEESE WITH OR WITHOUT ADDED  
FOODSTUFF**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat in dry matter content (%) (m/m)	Maximum moisture content (%) (m/m)	Minimum dry matter content (%) (m/m)
1	2	3	4	5	6
Cottage cheese	Full fat cottage cheese	Cottage cheese/ Full cream cottage cheese/ Creamed cottage cheese	45 - 60	75	*
	Medium fat cottage cheese	Medium cream cottage cheese	25 - 44	77	*
	Low fat cottage cheese	*	10 - 24	80	*
	Fat free cottage cheese	Skim(med) cottage cheese	Less than 10	80	*

\* Not specified

***Standards for butter and cultured butter with or without added foodstuff***

17. (1) Butter and cultured butter with or without added foodstuff shall --
- (a) be manufactured by churning or crystallisation of cream using the appropriate method; and
  - (b) not contain any animal fat, vegetable fat or marine fat.
- (2) Cream that is intended for the manufacturing of --
- (a) butter with or without added foodstuff may be neutralized to a pH of not higher than 7.6 by means of a substance which is permitted for such purpose by the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972); and
  - (b) cultured butter with or without added foodstuff shall be inoculated with a suitable bacterial culture to an extent that the cultured butter with or without added foodstuff has a pH of less than 6.3 after fermentation.
- (3) Whey butter shall be manufactured from whey cream that is obtained during the cheese making process after the removal of cheese and cheese fines.
- (4) In the case of whey butter, the applicable class designation shall be preceded by the expression "whey".
- (5) In the case of butter and cultured butter with added foodstuff --
- (a) the prescribed maximum moisture content and maximum milk solids non-fat content shall be ignored; and
  - (b) the following milk fat content shall apply for the classes concerned:
    - (i) Salted butter/Salted cultured butter: at least 75 per cent (m/m).
    - (ii) Unsalted butter/Unsalted cultured butter: at least 75 per cent (m/m).
    - (iii) Medium fat salted butter/ Medium fat salted cultured butter: 50-70 per cent (m/m).

- (iv) Medium fat unsalted butter/ Medium fat unsalted cultured butter: 50-70 per cent (m/m).

**TABLE 16**  
**CLASSES OF AND STANDARDS FOR BUTTER AND CULTURED BUTTER WITH OR WITHOUT ADDED FOODSTUFF**

Type of primary dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Maximum moisture content (%) (m/m)	Maximum milk solids non-fat content (%) (m/m)	Maximum sodium chloride content (%) (m/m)	pH value
1	2	3	4	5	6	7	8
1. Butter	Salted butter	Butter	At least 80	16	2	2	*
	Unsalted butter	*	At least 80	16	2	0	*
	Medium fat salted butter	Medium fat butter/ Medium cream butter/ Medium cream salted butter	50 - 75	*	*	2	*
	Medium fat unsalted butter	Medium cream unsalted butter	50 - 75	*	*	0	*
2. Cultured butter	Salted cultured butter	Cultured butter	At least 80	16	2	2	Less than 6.3
	Unsalted cultured butter	*	At least 80	16	2	0	Less than 6.3
	Medium fat salted cultured butter	Medium fat cultured butter/ Medium cream cultured butter/ Medium cream salted cultured butter	50 - 75	*	*	2	Less than 6.3
	Medium fat unsalted cultured butter	Medium cream unsalted cultured butter	50 - 75	*	*	0	Less than 6.3

\* Not specified

**Standards for modified butter and cultured modified butter with or without added foodstuff**

18. (1) Modified butter and cultured modified butter with or without added foodstuff shall be manufactured by blending butter fat with plant fat, animal fat and/or marine fat.

(2) Cultured modified butter with or without added foodstuff shall have been inoculated with a suitable bacterial culture to an extent that the final product has a pH of less than 6.3 after fermentation.

(3) The word "spread" may form part of the class designation in the case where the modified butter and cultured modified butter with or without added foodstuff are specifically manufactured for such purpose.

(4) In the case of modified butter and cultured modified butter with added foodstuff, the following total fat content shall apply for the classes concerned:

- (i) Full fat modified butter/ Full fat cultured modified butter: at least 75 per cent (m/m).
- (ii) Medium fat modified butter/ Medium fat cultured modified butter: 50-70 per cent (m/m).

**TABLE 17**  
**CLASSES OF AND STANDARDS FOR MODIFIED BUTTER AND MODIFIED CULTURED BUTTER WITH OR WITHOUT ADDED FOODSTUFF**

Type of modified dairy product	Class/ Class designation	Alternate class designation	• Minimum milk fat content (%) (m/m)	Maximum vegetable oil content (%) (m/m)	Maximum marine fat content (%) (m/m)	Total fat content (%) (m/m)	pH value	Additional requirements
1	2	3	4	5	6	7	8	9
1. Modified butter	Full fat modified butter	Modified butter/ Full cream modified butter	40	40	40	75 - 85	n/a	Regulation 29(2), 31(2) and (3)
	Medium fat modified butter	Medium cream modified butter	30	30	30	50 - 65	n/a	Regulation 29(2), 31(2) and (3)
2. Cultured modified butter	Full fat cultured modified butter	Cultured modified butter	40	40	40	75 - 85	Less than 6.3	Regulation 29(2), 31(2) and (3)
	Medium fat cultured modified butter	Medium cream cultured modified butter	30	30	30	50 - 65	Less than 6.3	Regulation 29(2), 31(2) and (3)

- Minimum milk fat content: The definition for '**modified dairy product**' shall always be kept in mind to ensure that the final product still qualifies as a **modified butter** and **cultured modified butter**.

**Standards for dairy powder and dairy powder blend**

19. (1) (a) Milk powder and buttermilk powder shall be manufactured by partial removal of water from the liquid primary dairy product concerned.
- (b) Dairy permeate, dairy retentate and lactose may be used to adjust or standardise the protein content of the milk used to manufacture the milk powder and buttermilk powder.
- (2) (a) Whey powders shall be manufactured by drying whey or acid whey fluid milk products obtained during the manufacture of cheese, casein or similar products by the separation from the curd after coagulation of milk and/or products obtained from milk.
- (b) Coagulation shall principally be obtained through –
- (i) action of rennet type enzymes for whey; or
- (ii) acidification for acid whey.
- (3) Cheese powder shall only be obtained from the dehydration of the types of cheese specified in Tables 10 – 15 and does not include grated or shredded cheese.
- (4) Dairy powder blend shall --
- (a) be manufactured by blending more than one primary dairy product; and

(b) contain no animal, plant or marine fat.

**TABLE 18**  
**CLASSES OF AND STANDARDS FOR DAIRY POWDER AND DAIRY POWDER BLEND**

Type of dairy powder product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk protein content calculated on a milk solids non-fat basis (%) (m/m)	Minimum milk protein content (%) (m/m)	pH value	Maximum moisture content (%) (m/m)
1	2	3	4	5	6	7	8
1. Milk powder	High fat milk powder	Cream powder/ High cream milk powder	At least 42	34	*	*	5
	Full fat milk powder	(Whole) Milk powder/ Full cream dry milk/ Full cream milk powder/ Full fat dry milk	26 - less than 42	34	*	*	5
	Medium fat milk powder	Medium fat dry milk/ Medium cream dry milk/ Medium cream milk powder	More than 3 - less than 26	34	*	*	5
	Low fat milk powder	Low fat dry milk	More than 1.5 - 3	34	*	*	5
	Fat free milk powder	Skim(med) milk powder/ Skim(med) dry milk	Not more than 1.5	34	*	*	5
2. Buttermilk powder	Buttermilk powder	Dry buttermilk	*	34	*	*	5
3. Whey powder	Whey powder	Dry whey	*	*	10	At least 5.1	5
	Sweet whey	Dry sweet whey	*	*	11	At least 6	5
	Acid whey powder	Dry acid whey	*	*	7	Less than 5.1	4.5
4. Cheese powder	Cheese powder	*	At least 18	*	*	*	5
5. Dairy powder blend	High fat dairy powder blend	High cream dairy powder blend	At least 42	30	*	*	5
	Full fat dairy powder blend	Dairy powder blend/ Full cream dairy powder blend	26 - less than 42	30	*	*	5
	Medium fat dairy powder blend	Medium cream dairy powder blend	More than 3 - less than 26	30	*	*	5

Type of dairy powder product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk protein content calculated on a milk solids non-fat basis (%) (m/m)	Minimum milk protein content (%) (m/m)	pH value	Maximum moisture content (%) (m/m)
1	2	3	4	5	6	7	8
	Low fat dairy powder blend	*	More than 1.5 - 3	30	*	*	5
	Fat free dairy powder blend	Skim (med) dairy powder blend	Not more than 1.5	30	*	*	5

\* Not specified

#### **Standards for milk fat products**

20. (1) Milk fat shall be manufactured by removal of water and non-fat solids from milk or products obtained from milk.

(2) Ghee is a product exclusively obtained from milk, cream or butter, by means of processes, which result in almost total removal of water and non-fat solids, with an especially developed flavour and physical structure.

(3) Anhydrous Milkfat, Milkfat, Anhydrous Butter oil and Butter oil are fatty products derived exclusively from milk and/or products obtained from milk by means of processes, which result in almost total removal of water and non-fat solids.

**TABLE 19  
STANDARDS FOR MILK FAT PRODUCTS**

Type of milk fat product/ Class designation	Minimum milk fat content (%) (m/m)	Maximum moisture content (%) (m/m)
1	2	3
Milk fat	99.6	*
Ghee		
Butter oil		
Anhydrous butter fat/ Anhydrous milk fat	99.8	0.1

\* Not specified

#### **Standards for dairy liquid blend and cultured dairy liquid blend**

21. (1) Dairy liquid blend and cultured dairy liquid blend shall --

- (a) be manufactured by blending more than one primary dairy product; and
- (b) contain no animal, plant or marine fat.

- (2) Cultured dairy liquid blend shall --
- (a) be manufactured from heat treated dairy liquid blend which has been inoculated with a culture to produce a specific microbiological flora under controlled conditions; and
  - (b) contain at least  $10^7$  colony forming units per gram (CFU/g) of viable lactic acid producing micro-organisms per gram of a product.
- (3) The word "blend" in the alternate class designation may be substituted by the word "mixture" or "mix".

TABLE 20  
CLASSES OF AND STANDARDS FOR DAIRY LIQUID BLEND AND CULTURED DAIRY LIQUID BLEND

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids non-fat content		Minimum milk protein content calculated on a fat-free basis (m/m)	pH value
				Calculated on the total content (m/m)	Calculated on a fat-free basis (m/m)		
1. Dairy liquid blend	2	3	4	5	6	7	8
	High fat dairy liquid blend	High fat dairy blend/ High cream dairy blend	More than 4.5	6.7	7	1.5	*
	Full fat dairy liquid blend	Dairy blend/ Full cream dairy liquid blend/ Full cream dairy blend	More than 3.3 - 4.5	6.8	7	1.5	*
	Medium fat dairy liquid blend	Medium cream dairy liquid blend/ Medium fat dairy blend/ Medium cream dairy blend	More than 1.5 - 3.3	6.9	7	1.5	*
	Low fat dairy liquid blend	Low fat dairy blend	More than 0.5 - 1.5	7	7	1.5	*
	Fat free dairy liquid blend	Fat free dairy blend/ Skim(med) dairy blend	Not more than 0.5	7	7	1.5	*
	High fat cultured dairy liquid blend	High cream cultured dairy liquid blend/ High fat cultured dairy blend/ High cream cultured dairy blend/ High cream maas blend	More than 4.5	6.7	7	1.5	Less than 4.6
	Full fat cultured dairy liquid blend	Cultured dairy blend/ Full cream cultured dairy liquid blend/ Full cream cultured dairy blend/ Maas blend	More than 3.3 - 4.5	6.8	7	1.5	Less than 4.6
	Medium fat cultured dairy liquid blend	Medium cream cultured dairy liquid blend/ Medium fat cultured dairy blend/ Medium cream cultured dairy blend/ Medium fat maas blend/ Medium cream maas blend	More than 1.5 - 3.3	6.9	7	1.5	Less than 4.6
	Low fat cultured dairy liquid blend	Low fat cultured dairy blend/ Low fat maas blend	More than 0.5 - 1.5	7	7	1.5	Less than 4.6
Fat free cultured dairy liquid blend	Fat free cultured dairy blend/ Fat free maas blend/ Skim(med) cultured dairy blend/ Skim(med) maas blend	Not more than 0.5	7	7	1.5	Less than 4.6	

\* Not specified

**Standards for dairy desserts with or without added foodstuff and/or fruit**

22. (1) Dairy desserts –
- (a) shall consist of either a single primary dairy product, or a mixture of two or more primary dairy products with or without added foodstuff and/or fruit: Provided that the primary dairy product(s) used shall at least be the main ingredient(s) in the final product concerned; and
- (b) shall contain no animal, plant or marine fat.
- (2) The appropriate class designation or alternate class designation in Table 21 for the type of dairy dessert concerned shall not include any reference to another class of dairy product.
- (3) The expression "drinking", "spoonable", "sliceable", or any other similar descriptive word, may form part of the class designation.
- (4) A composite dairy product of the type known as fruit dairy dessert shall have a total fruit content of at least 6 per cent but not more than 25 per cent on a mass per mass basis.
- (5) (a) A dairy dessert presented for sale as 'Lassi' shall, subject to the provisions of sub-regulation (1), comply with the following requirements:
- (i) It shall consist of a product obtained by whipping or not whipping a blend of a fermented milk product (yoghurt, etc.) and potable water, to which whey, milk, other milk products and/or permitted foodstuffs may be added.
- (ii) It shall contain a minimum of 40 per cent (m/m) of the fermented milk product on which it is based in the final product.
- (iii) It may contain permitted sweeteners.
- (iv) It may contain harmless micro-organisms other than those constituting the specific starter cultures.
- (b) The fermented milk product forming the base of the Lassi product concerned shall be subject to the requirements on Quantitative Ingredient Declarations (QUID), as specified in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).
- (c) The wording "Lassi Drink" or "Lassi" may replace the words "Dairy Snack" or "Dairy Dessert" in the class designation or alternate class designation.

**TABLE 21  
CLASSES OF AND STANDARDS FOR UNSPECIFIED DAIRY DESSERT PRODUCTS  
WITH OR WITHOUT ADDED FOODSTUFF AND/OR FRUIT**

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk protein content calculated on a fat-free basis (%) (m/m)
1	2	3	4	5
1. Dairy dessert	High fat dairy dessert	High fat dairy snack/ Double cream dairy dessert/ Double cream dairy snack	More than 4.5	1.5
	Full fat dairy dessert	Full cream dairy dessert/ Full cream dairy snack/ Full fat dairy snack/ Dairy snack/ Dairy dessert	More than 3.3 - 4.5	1.5

Type of dairy product	Class/ Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk protein content calculated on a fat-free basis (%) (m/m)
1	2	3	4	5
	Medium fat dairy dessert	Medium cream dairy dessert/ Medium cream dairy snack/ Medium fat dairy snack	More than 1.5 - 3.3	1.5
	Low fat dairy dessert	Low fat dairy snack	More than 0.5 - 1.5	1.5
	Fat free dairy dessert	Skim (med) dairy dessert/ Skim (med) dairy snack/ Fat free dairy snack	Not more than 0.5	1.5
2. Dairy dessert with added foodstuff and/or fruit	High fat dairy dessert with (name of the added foodstuff and/or fruit)	Double cream dairy dessert with (name of the added foodstuff and/or fruit)/ Double cream dairy snack with (name of the added foodstuff and/or fruit)/ High fat dairy snack with (name of the added foodstuff and/or fruit)	More than 4.5	1.5
	Full fat dairy dessert with (name of the added foodstuff and/or fruit)	Full cream dairy dessert with (name of the added foodstuff and/or fruit)/ Full cream dairy snack with (name of the added foodstuff and/or fruit)/ Full fat dairy snack with (name of the added foodstuff and/or fruit)/ Dairy snack with (name of the added foodstuff and/or fruit)/ Dairy dessert with (name of the added foodstuff and/or fruit)	More than 3.3 - 4.5	1.5
	Medium fat dairy dessert with (name of the added foodstuff and/or fruit)	Medium cream dairy dessert with (name of the added foodstuff and/or fruit)/ Medium cream dairy snack with (name of the added foodstuff and/or fruit)/ Medium fat dairy snack with (name of the added foodstuff and/or fruit)	More than 1.5 - 3.3	1.5
	Low fat dairy dessert with (name of the added foodstuff and/or fruit)	Low fat dairy snack with (name of the added foodstuff and/or fruit)	More than 0.5 - 1.5	1.5
	Fat free dairy dessert with (name of the added foodstuff and/or fruit)	Skim (med) dairy dessert with (name of the added foodstuff and/or fruit)/ Skim (med) dairy snack with (name of the added foodstuff and/or fruit)/ Fat free dairy snack with (name of the added foodstuff and/or fruit)	Not more than 0.5	1.5
3. Custard	Custard	*	*	1.5
4. Custard with added foodstuff and/or fruit	Custard with (name of the added foodstuff and/or fruit)	*	*	1.5

\* Not specified

**PART II: IMITATION DAIRY PRODUCTS*****Classes of imitation dairy products***

23. (1) Imitation dairy product shall be classified in accordance with the classes specified in column 1 or 2 of Table 22.

(2) If the type of imitation dairy product referred to in sub-regulation (1) complies with the requirements for the nutrient content claim or the comparative claim as specified in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the expression "fat free", "low fat", "reduced fat", "light", "lite" or any other words with a similar meaning, as the case may be, may form part of the class designation.

***Standards for imitation dairy products***

24. (1) All classes of imitation dairy products shall --

- (a) have a clean, characteristic flavour and taste of the product concerned;
- (b) subject to the provisions of sub-regulation (6), be free of any substance that does not naturally form part of the raw materials from which it is manufactured; and
- (c) comply with the applicable standards specified in columns 3 and 4 of Table 22 opposite the class concerned.

(2) At least 50 per cent (m/m) of the dry matter content of an imitation dairy product of the type known as imitation milk powder shall consist of milk solids: Provided that at least 50 per cent (m/m) of such milk solids shall consist of a primary dairy product of the class known as fat free milk powder.

(3) An imitation dairy product of the class known as blend of skimmed milk with vegetable fat shall consist of milk constituents, to which vegetable fat has been added.

(4) An imitation dairy product presented for sale in a powdered form, shall contain not more than 5 per cent moisture (m/m).

(5) The expression "powder(ed)" or "liquid", as the case may be, may form part of the class designation.

(6) An imitation dairy product may contain food additives to the extent permissible in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and/or other foodstuffs.

**TABLE 22  
CLASSES OF AND STANDARDS FOR IMITATION DAIRY PRODUCTS WITH OR  
WITHOUT ADDED FOODSTUFF AND/OR FRUIT**

Type/ Class of imitation dairy product	Class/ Class designation	Minimum total fat content (%) (m/m)	Minimum protein content calculated on a fat-free basis (%) (m/m)	Additional requirements
1	2	3	4	5
1. Creamer	Coffee creamer/ Tea creamer/ Coffee and Tea creamer	*	*	Regulation 29(2)
2. Imitation milk powder	Blend of skimmed milk and vegetable fat	*	20	Regulation 24(2) & Regulation 29(2)
3. Imitation milk	(Name of plant) Milk	*	*	Regulation 29(2)
4. Imitation cream	Confectionery topping/ Dessert topping/ Savoury topping/ Dairy	*	*	Regulation 29(2) & 32(9)

Type/ Class of imitation dairy product	Class/ Class designation	Minimum total fat content (%) (m/m)	Minimum protein content calculated on a fat-free basis (%) (m/m)	Additional requirements
1	2	3	4	5
	free cream/ Non-dairy cream/ #Coconut cream			
5. Imitation (Sweetened) condensed milk with vegetable oil or fat	(Sweetened) condensed milk with vegetable oil or vegetable fat	8	7.5	Regulation 24(3)
6. Imitation Cheese	Imitation cheese/ Dairy free cheese/ Non-dairy cheese	*	*	Regulation 29(2) & 32(9)
7. Cultured imitation dairy products	Cultured (name of the plant)	*	*	Regulation 29(2) & 32(9)

\* Not specified

# 'Coconut Cream' may be used as a class designation only if the product consists of the emulsion extracted from matured endosperm (kernel) of the coconut fruit with or without the addition of coconut water or water.

### PART III: REQUIREMENTS FOR CONTAINERS AND OUTER CONTAINERS

#### *Requirements for containers and outer containers*

25. (1) A container or outer container in which a dairy product or an imitation dairy product is packed shall --

- (a) be made from a material that --
  - (i) is suitable for this purpose;
  - (ii) will protect the contents thereof from contamination; and
  - (iii) will not impart any undesirable flavour or taste to the contents thereof;
- (b) be so strong that it will not be damaged or deformed during normal storage, handling and transport practices;
- (c) in the case of a container that is re-used, be thoroughly cleaned and sterilized before a dairy product or an imitation dairy product is packed therein;
- (d) be intact; and
- (e) be closed properly in a manner permitted by the nature thereof.

(2) No outer container shall contain more than one class of dairy product or imitation dairy product, irrespective whether those dairy products or imitation dairy products are packed therein in separate containers.

### PART IV: MARKING REQUIREMENTS

#### *Marking of containers and outer containers*

26. (1) Except where specifically prescribed, all other marking requirements as specified by these regulations shall be clearly legible and be indicated at least in English, in a letter or figure size of at least 1mm for lower case vowels.

(2) The container of a dairy product or an imitation dairy product shall be marked with the following particulars:

- (a) **The class designation and, where applicable, the additions to the class designation**, as specified in regulations 27 and 28 respectively, in letters of the same type, size, colour and font, prominently on at least one main panel in a letter size of at least 2mm for lower case vowels: Provided that –
- (i) the following particulars may be indicated in one different colour only:
    - (aa) The fat class (e.g. 'medium fat', 'high fat', 'full cream', 'skimmed', etc.) in the class designation or alternate class designation; or
    - (bb) The name of the added foodstuff (e.g. 'chives', 'peach') or the name of the flavourant (e.g. 'strawberry flavoured', 'chocolate flavoured', etc.) when used in the additions to the class designation; and
  - (ii) in the case of small or mini serving containers, a minimum letter size of 1mm for lower case vowels shall apply.
- (b) **The additional particulars on the main panel**, where applicable, as specified in regulation 29.
- (c) **The name and address** of the manufacturer, packer, importer or seller of that dairy product or imitation dairy product: Provided that in the case where it is not possible to use the physical address a postal address with a telephone number may be used.
- (d) **The date marking** (i.e. "best before" or "best quality before" or "use by" or "expiration" date) or **batch code** or **batch number** for the purpose of traceability, as specified in regulation 30.
- (e) **The additional particulars on the container**, where applicable, as set out in regulation 31.
- (f) **The country of origin**, which shall be declared as follows:
- (i) "Product of (name of country)" if all the main ingredients, processing and labour used to make the foodstuff are from one specific country; or
  - (ii) "Produced in (name of country)", "Processed in (name of country)", "Manufactured in (name of country)", "Made in (name of country)" or similar words when a foodstuff is processed in a second country which changes its nature:
  - (iii) Provided that the words "Packed in (name of country)" may be used in addition to the requirement of sub-paragraph (i) or (ii) above.
- (3) The particulars referred to in sub-regulation (2)(a), (c) and (d) shall be marked on an outer container in which more than one container of a dairy product or an imitation dairy product is packed.
- (4) If a primary dairy product known as milk or cultured milk is sold from a tank into the container of the buyer, the tank from which such milk or cultured milk is sold shall be marked in the immediate vicinity of the tap with the applicable class designation and the manner of heat treatment, e.g. "pasteurised" or if not heat treated, the expression "raw" or "unpasteurised", in letters and figures of which the minimum vertical height is at least 50mm.
- (5) (a) In the case of a multipack, only the particulars prescribed in sub-regulation (2)(a) shall be indicated on the individual containers: Provided that such individual containers may not be sold loose and that the outer container or the foil lid is marked with all the prescribed marking requirements.

- (b) In the case of a small or mini serving container, only the particulars prescribed in sub-regulation (2)(a) shall be indicated on the individual containers: Provided that --
- (i) small or mini serving containers shall be exempted from having to indicate these particulars in instances where it is technically not practical to print on the type packaging material used due to the nature thereof; and
  - (ii) the outer container containing the small or mini serving containers shall be marked with all the prescribed marking requirements and in the prescribed letter sizes.
- (6) If a primary dairy product known as cheese is cut and packed in the retail trade, the container or wrapper thereof shall be provided with a label indicating the particulars referred to in sub-regulation (2)(a), (c), (d) and (f).
- (7) No word or expression may be bigger than the class designation unless it is --
- (a) a registered trade mark or trade name;
  - (b) the name that is used in connection with the sale of the cheese specified in Table 11: Provided that the difference in letter size may not exceed 5 mm;
  - (c) words communicating to the consumer that a particular product is new, has been produced according to a new recipe and/or is on promotion for a limited period (i.e. a maximum of 12 months). *E.g.: 'new', 'try me I'm new', 'new recipe', 'on promotion', 'on sale', etc.;*
  - (d) an expression or wording indicating the nett and/or drained mass, or volume as prescribed by the Legal Metrology Act, 2014 (Act No. 9 of 2014);
  - (e) words, figures or expressions used to communicate the allocated flavour strength linked to the maturity of a particular type of cheese indicated on their own or when appearing as part of e.g. an emblem or icon; or
  - (f) a GI designation (e.g. "Protected Designation of Origin", "Protected Geographical Indication", etc.) and/or its corresponding acronym (e.g. "PDO", "PGI", etc.) used to indicate that the dairy product concerned is a registered and protected GI in the country of origin concerned.

**Indication of the class designation**

27. (1) (a) The class designation of a dairy product or an imitation dairy product shall be --
- (i) the applicable class designation or the alternate class designation as specified in regulations 3 and 23; or
  - (ii) any combination of the class designation and the alternate class designation: Provided that the designation shall represent the true description of the product concerned.
- (b) In a case of a dairy product that qualifies as a modified dairy product, the word "modified" shall form part of the class designation or the alternate class designation.
- (2) In the case of multipacks only, and subject to the provisions of regulation 26(5)(a), the class designation may be indicated as follows on the outer container or foil lid (i.e. on the top side of the multipack):
- (a) By combining the class designations:

*E.g.*

*3 variants of fruit yoghurt packed together - 'fat free strawberry, pear and grape yoghurt';*

*3 variants of flavoured yoghurt packed together – 'fat free chocolate, vanilla and blueberry flavoured yoghurt'; etc.*

OR

(b) By using the generic class designation:

*E.g.:*

*3 variants of fruit yoghurt packed together - 'fat free fruit yoghurt'; 'fat free yoghurt with fruit'*

*3 variants of flavoured yoghurt packed together – 'fat free flavoured yoghurt'*

(c) The provisions in paragraphs (a) and (b) above are subject to the following requirements:

(i) The various fruits/foodstuffs or flavours that make up the multipack concerned shall be communicated on the outer container or foil lid (i.e. on the top side of the multipack):

*E.g.:*

Pear	Strawberry	Grape
	Fat Free	
	Fruit Yoghurt	
Pear	Strawberry	Grape

Note: If flavoured, the individual flavour indicators should read e.g., 'strawberry flavoured'

OR

	Fat Free Fruit Yoghurt	
	Pear Strawberry Grape	

Note: If flavoured, the individual flavour indicators should read e.g., 'strawberry flavoured'

OR

Pear	Strawberry	Grape
	Fat Free Strawberry, Pear	
	& Grape Yoghurt	
Pear	Strawberry	Grape

Note: If flavoured, the individual flavour indicators should read e.g., 'strawberry flavoured'

OR

Fat Free Yoghurt  Pear	Fat Free Yoghurt  Strawberry	Fat Free Yoghurt  Apricot
Pear  Fat Free Yoghurt	Strawberry  Fat Free Yoghurt	Apricot  Fat Free Yoghurt

Note: If flavoured, the individual flavour indicators should read e.g., 'strawberry flavoured'

(3) In the case of other dairy products or imitation dairy products of which the class designation or the alternate class designation thereof is not provided for by these regulations, the class designation shall be the true description of the product concerned: Provided that it is not misleading and that in the case of modified dairy products or imitation dairy products the word "modified" or "imitation", as the case may be, shall form part of the class designation.

(4) The class designation may be marked in altered word sequence: Provided that the altered word sequence does not constitute a misrepresentation, or does not directly or by implication create a misleading impression regarding the quality, nature, origin, class or composition of that dairy product or imitation dairy product concerned.

#### **Additions to the class designation**

28. (1) In the case of reconstituted or recombined milk, the word "reconstituted" or "recombined" shall form part of the class designation.

(2) If a primary product has been obtained from the milk of an animal other than a cow of the bovine specie, the applicable class designation for that product shall be preceded by the name of the specie of the animal concerned.

(3) If a flavouring has been added to a dairy product or an imitation dairy product in order to render a distinctive specific flavour thereto, the class designation for that product shall be preceded by the descriptive name for the distinctive flavour concerned and the expression "X Flavoured", or followed by the expression "with X Flavour" or "with X Flavouring", where "X" indicates the name(s) of the flavouring(s) used unless the flavourant concerned has been added with the intention to enhance the flavour of the fruit or added foodstuff concerned.

(4) Subject to the provisions of regulations 11(2) and 22(4), the applicable class designation shall include the actual name of the foodstuff or fruit added if a foodstuff or fruit has been added to a dairy product or imitation dairy product: Provided that the following collective names/ descriptions instead of listing all the added fruits and/or foodstuffs as part of the class designation may be used:

(a) In the case of **mixed fruits**:

(i) The expression '**mixed fruit**' where two or more kinds of fruit have been added to the dairy or imitation dairy product: Provided further that in the case where a common, collective name exists for a group of fruits belonging to the same genus (e.g. 'citrus', 'stone fruit', etc.) the word 'fruit' in the expression may either be preceded or replaced in totality by the collective name if only fruits belonging to the specific genus have been added to the dairy or imitation dairy product.

*E.g. 'low fat mixed citrus yoghurt'*

- (ii) The expression '**fruit cocktail**' where three or more kinds of fruit have been than added to the dairy or imitation dairy product.  
*E.g. 'low fat fruit cocktail yoghurt'*
  - (b) In the case of **mixed herbs**:
    - (i) The expression '**mixed herbs**' where a mixture of two or more kinds of herbs has been added to the dairy or imitation dairy product.  
*E.g. 'full fat cottage cheese with mixed herbs'*
  - (c) In the case of **other added foodstuffs** :
    - (i) Where a common, collective name exists for the added foodstuffs, such collective name may be used.  
*E.g. 'full fat cottage cheese with chillies'*
  - (d) The provisions in paragraphs (a), (b) and (c) above are subject to the following requirements:
    - (i) All the fruits and/or added foodstuffs shall be listed in the ingredients list as prescribed by the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972, (Act No.54 of 1972).
    - (ii) Depictions of the added fruits and/or other foodstuffs should preferably appear on the main panel to inform the consumer, and such depictions shall always correspond with the list of ingredients.
    - (iii) The use of "variant names" (e.g. 'Breakfast fruit'; 'Fruit of the Cape'; etc.) in addition to and separately from the class designation or alternative class designation to distinguish between the different variants of dairy or imitation dairy products on the main panel, is permissible: Provided that such names shall not be misleading.
- (5) The expression "plain" may form part of the class designation and/or be indicated on its own if no foodstuff, fruit or flavouring has been added to a dairy product or imitation dairy product.
- (6) The word "with" in the class designation of a composite dairy product or imitation dairy product may be omitted: Provided that the indication of the class designation is not misleading.
- (7) The words used to describe the texture or appearance e.g. "chunky", "smooth", etc. may form part of the class designation and/or be indicated on its own: Provided that such description is not misleading.
- (8) The indication "smoked" or "X smoked" (where "X" indicates the word 'wood' only or the name of a specific type of wood used for smoking) may form part of the class designation and/or be indicated on its own in the case of cheese that have been subjected to a smoking process.
- (9) The claim "lactose free", or indications with a similar meaning, may form part of the class designation and/or be indicated on its own in the case where dairy products meet the requirements for this claim as prescribed by the regulations published under the Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act No. 54 of 1972).
- (10) The expression "fresh" may form part of the class designation and/or be indicated on its own in the case of –
- (a) prepared custard: Provided that the prepared custard does not contain any preservatives, and is only chilled as well as displayed for sale in a refrigerator;

- (b) pasteurised, ultra pasteurised and unpasteurised/raw milk containing no food additives or added foodstuff; and
- (c) pasteurised, ultra pasteurised and unpasteurised/raw cream containing no food additives or added foodstuff.

(11) The expression "mature" may form part of the class designation and/or be indicated on its own in the case of cheese only: Provided that --

- (a) subject to the requirements in regulation 13(6), the cheese has been ripened for the applicable minimum ripening period specified in column 7 of Table 11; and
- (b) the cheese has broken down sufficiently.

(12) The expression "instant" may form part of the class designation and/or be indicated on its own in the case of dairy products only: Provided that the conditions in regulation 32(8) have been met.

(13) The expression "non-dairy" or "dairy free" may form part of the class designation and/or be indicated on its own in the case of imitation dairy products only: Provided that the condition in regulation 32(9) has been met.

(14) The expression "dried" may form part of the class designation and/or be indicated on its own in the case of cheese: Provided that the cheese concerned has been subjected to the drying process.

***Additional particulars on the main panel***

29. (1) The main panel of a container of a primary dairy product of the type known as dairy powder blend and dairy liquid blend shall be marked with a product description of the product concerned: Provided that --

- (a) such product description shall consist of an indication of the descriptive names of the main dairy ingredients of the product concerned, indicated in descending order of mass; and
  - (b) the letter size of the indication of the descriptive names referred to in paragraph (a) shall not be less than 50 per cent of the size of the class designation.
- (2) (a) If vegetable fat, marine fat and/or animal fat is a constituent of a modified dairy product or an imitation dairy product, the expression "with (name of the fat)" shall immediately follow the class designation in a letter size not less than 50 per cent of the size of the class designation, except in the case where the class designation includes the indication of the added fat.
- (b) The requirements of sub-regulation (2)(a) shall be indicated in letters of the same colour and font as the class designation.

(3) If a dairy product or an imitation dairy product has been sweetened, the expression "sweetened" shall be indicated on the main panel of a container thereof in a letter size of at least 2mm in height for lower case vowels.

(4) If the types of primary dairy products known as milk and cream have been heat treated, the manner of processing thereof shall be included on the main panel in close proximity to the class designation in a letter size not less than 50 per cent of the size of the class designation.

(5) The provisions of sub-regulation (4) shall apply to fermented dairy products if it is subjected to heat treatment after fermentation: Provided that the applicable class designation for the dairy product concerned shall be "heat treated fermented milk" or "heat treated dairy product".

(6) If the types of primary dairy products known as milk and cream have not been heat treated as contemplated in sub-regulation (4), the applicable class designation for that product shall

include the expression "Unpasteurized" or "Raw".

(7) The expression "long life" may be indicated on the label of commercially sterile dairy products.

(8) The expression "extended shelf life" may be indicated on the container of milk if the milk has been treated in a suitable manner to ensure that all pathogens are destroyed and that the product is not microbiologically degraded when stored unopened at 6-8°C for at least 21 days, excluding UHT and sterilised milk.

(9) In the case of imported cheese enjoying protection as Geographical Indications, the designations (e.g. "Protected Designation of Origin", "Protected Geographical Indication", etc.) or their corresponding abbreviations (e.g. "PDO", "PGI", etc.) used to indicate that the cheese name concerned is a registered and protected GI, may be marked on each container in the manner prescribed by the country of origin concerned

#### ***Indicating the date marking or batch code or batch number***

30. (1) Each container of a dairy and imitation dairy product shall be clearly marked with the date marking or batch code or batch number in such a way that the specific batch is easily identifiable and traceable.

- (2) (a) If a date marking appears on a container –
- (i) it shall be preceded by appropriate wording "best before" or "best quality before" and/or "use by", and/or "expiration date", depending on the nature of the dairy product or imitation dairy product concerned;
  - (ii) abbreviations of the preceding wording shall not be allowed, except in the case of "best before" where the abbreviation "BB" may be used;
  - (iii) the date sequence shall be "day-month-year" (i.e. "dd/mm/yyyy") when numbers only are used: Provided that in the case of imported products where an altered date sequence is used, the month shall be indicated in letters, either written out in full or abbreviated, and the year shall be written out in full; and
  - (iv) it shall not be removed or altered by any person.
- (b) If dairy products or imitation dairy products are packed in an outer container, which will during normal usage be discarded by the consumer, the date marking shall, if indicated, appear on each individual container that will be retained by the consumer until consumption.

#### ***Additional particulars on containers***

31. (1) A container of a powdered dairy product or powdered imitation dairy product shall be marked with directions for the reconstitution thereof in order to obtain a final ready-to-use product.

(2) A container of butter and modified butter of the classes known as Medium Fat Butter, Medium Fat Butter with added foodstuff, Medium Fat Cultured Butter, Medium Fat Modified Butter, Medium Fat Modified Butter with added foodstuff, Medium Fat Cultured Modified Butter and Medium Fat Cultured Modified Butter with added foodstuffs may be marked with the expression "not ideal for frying (purposes)".

(3) If the fat content of a dairy product or an imitation dairy product is indicated on the container thereof, the indicated fat content of the product concerned shall not differ by more than 15 per cent calculated from the actual fat content thereof.

#### ***Restricted particulars on containers and outer containers***

32. (1) Subject to the provisions of sub-regulation (2) --

- (a) no class designation other than the applicable class designation of a dairy product or an imitation dairy product shall, except in the circumstances set out in regulation 29, be marked on a container thereof; and
- (b) no word or expression which so nearly resembles the class designation of a dairy product that it could be misleading with regard to the composition of an imitation dairy product shall be marked on the container of such imitation dairy product.
- (2) If the class designation of a dairy product, or a word or expression referred to in sub-regulation (1)(b), forms part of a registered trade mark that has been in use before 20 November 1987, such trade mark may be marked on a container of an imitation dairy product if --
- (a) the registered trade mark is framed clearly on the container of the imitation dairy product concerned; and
- (b) an abbreviation of the trade mark symbol that is permissible under the Trade Marks Act, 1993 (Act No. 194 of 1993), is marked within such frame.
- (3) (a) No word, mark, illustration, depiction or other method of expression that constitutes a misrepresentation or directly or by implication creates or may create a misleading impression regarding the quality, nature, class, origin or composition of a dairy product or an imitation dairy product shall be marked on a container of such product.
- (b) The provisions of paragraph (a) above shall, in the case of an imitation dairy product of the type known as imitation milk product, not be construed so as to include a prohibition on an illustration or depiction of a drinking glass or glass jug containing a liquid with a white colour.
- (4) No registered trade mark or brand name which may possibly, directly or by implication, be misleading or create a false impression of the contents of a container or outer container containing a dairy product or an imitation dairy product, shall appear on such a container.
- (5) The words "natural", "super", "extra", "pure", "fine" or any other word or expression that directly or by implication creates or may create the impression that a dairy product or an imitation dairy product is of a special or particular quality shall not be marked on the container of such product.
- (6) No claim regarding the absence of any substance that does not normally occur in a dairy product or an imitation dairy product shall be marked on the container of such product, except in the cases where the negative claim is allowed for in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).
- (7) No comparison with or reference to the respective merits or demerits of dairy products against imitation dairy products, whether relevant or not, shall be marked on the container of a dairy product and an imitation dairy product.
- (8) The word "instant" may only be marked on the container of a dairy product if such product, when reconstituted in accordance with the usage instructions thereof, will disperse in water at 20°C within 60 seconds when stirred.
- (9) An imitation dairy product labelled as "non-dairy" or "dairy free" shall not contain any dairy ingredients.
- (10) Subject to the provisions of regulations 11(2) and 22(4), depictions, illustrations or expressions which emphasise the presence of the added foodstuff or fruit in a dairy product or imitation dairy product shall only be allowed if the requirements on Quantitative Ingredient Declarations (QUID), as specified in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), have been complied with.
- (11) The provisions of this regulation shall also apply to particulars that are marked on --

- (a) an outer container in which one or more separate containers of a dairy product or an imitation dairy product is packed;
- (b) a notice board displayed at or in the immediate vicinity of a dairy product or an imitation dairy product that is kept or displayed for sale; and
- (c) all advertisements for dairy and imitation dairy products.

### **Sampling and inspection**

33. (1) For the purpose of inspection for quality control an inspector shall take such samples of a product, material, substance or other article in question as he or she may deem necessary.

(2) The methods to be employed when a sample of a dairy product or an imitation dairy product is taken with a view to an analysis referred to in regulation 34 shall be as set out in the latest version of *ISO 707/IDF 050: "Milk and Milk products – Guidance on sampling"* published jointly by ISO and the International Dairy Federation (IDF).

### **Methods of analysis**

34. (1) The methods to be employed and the procedure to be followed in connection with the determination of a property specified in column 1 of Table 23, of a dairy product or an imitation dairy product shall be as set out in the publication of the International Dairy Federation (IDF), the number, year of publication and title of which are respectively specified in columns 2,3 and 4 of the said table opposite thereto (these methods are published as joint IDF/ ISO Standards and are also available from ISO).

(2) Notwithstanding item (1) above, any other method which is accepted and approved by ISO or the CODEX Alimentarius may be used: Provided that –

- (a) the method concerned has been validated;
- (b) the laboratory concerned employing this method has been accredited (e.g. by SANAS); and
- (c) the laboratory concerned conducts proficiency testing/ inter-laboratory comparisons.

**TABLE 23  
METHODS OF ANALYSIS**

<b>Nature of determination</b>	<b>No. of publication</b>	<b>Date issued</b>	<b>Title</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Count - Colony forming units (fermented milk products)	ISO 6611 IDF 94	2004	Colony forming units of yeasts and/or moulds (Colony count at 25 °C)
	ISO 20128 IDF 192	2006	<i>Lactobacillus acidophilus</i> (Colony count at 37 °C)
	ISO 7889 IDF 117	2003	<i>Lactobacillus delbrueckii</i> subsp <i>bulgaricus</i> & <i>Streptococcus thermophilus</i> (Colony count at 37 °C)
	ISO 27205 IDF 149 (Annex A)	2010	Microorganisms constituting the starter culture (Colony count at 25 °C, 30 °C, 37 °C and 45 °C according to the starter organism in question)
2. Fat content	ISO 1211 IDF 001	2010	Milk - Determination of fat content - Gravimetric method (Reference method)
	ISO 1735 IDF 005	2004	Cheese and processed cheese products – Determination of fat content – Gravimetric method (Reference method)
	ISO 1736 IDF 009	2008	Dried milk and dried milk products - Determination of fat content – Gravimetric method (Reference method)

Nature of determination	No. of publication	Date issued	Title
1	2	3	4
	ISO 1737 IDF 013	2008	Evaporated milk and sweetened condensed milk - Determination of fat content - Gravimetric method (Reference method)
	ISO 2450 IDF 016	2008	Cream - Determination of fat content – Gravimetric method (Reference method)
	ISO 7208 IDF 022	2008	Skimmed milk, whey and buttermilk - Determination of fat content - Gravimetric method (Reference method)
	ISO 488 IDF 105	2008	Milk - Determination of fat content - Gerber butyrometers
3. Milk protein content	ISO 8968-1 IDF 20-1	2001	Milk - Determination of nitrogen content – Part 1: Kjeldahl method (including calculation of crude protein content)
	ISO 8968-2 IDF 20-2	2001	Milk – Determination of nitrogen content - Part 2: Block-digestion method (Macro method) (including calculation of crude protein content)
	ISO 8968-3 IDF 20-3	2004	Milk – Determination of nitrogen content – Part 3: Block-digestion method (Semi-micro rapid routine method) (including calculation of crude protein content)
4. Total solids	ISO 5534 IDF 004	2004	Cheese and processed cheese – Determination of the total solids content (Reference method)
	IDF 15B	2010	Sweetened condensed milk – Determination of the total solids content (Reference method)
	IDF 21B	2010	Milk, cream and evaporated milk – Determination of total solids content (Reference method)
5. Moisture content	ISO 5536 IDF 023	2009	Milkfat products - Determination of water content - Karl Fisher method
	ISO 5537 IDF 026	2004	Dried milk - Determination of moisture content (Reference method)
	ISO 8851-1 IDF 191-1	2004	Butter - Determination of moisture, non-fat solids and fat contents (Routine methods) – Part 1: Determination of moisture content
6. Freezing point	ISO 5764 IDF 108	2009	Milk - Determination of freezing point - Thermistor cryoscope method (Reference method)
7. Salt content	ISO 1738 IDF 012	2004	Butter - Determination of the salt content
	ISO 5943 IDF 088	2006	Cheese and processed cheese products - Determination of chloride content - Potentiometric titration method
8. Moisture, solids-non-fat and fat content (butter only)	ISO 3727-1 IDF 080-1	2001	Butter - Determination of moisture, non-fat solids and fat contents –
	ISO 3727-2 IDF 080-2	2001	Part 1: Determination of moisture content (Reference method)
	ISO 3727-3 IDF 080-3	2003	Part 2: Determination of non-fat solids content (Reference method) Part 3: Calculation of fat content
9. Dispersibility and wettability	IDF 87	1979	Instant dried milk - Determination of the dispersibility and wettability
10. Lactoperoxidase	ISO/TS 17193 IDF 208	2011	Determination of the lactoperoxidase activity - Photometric method (Reference method)
11. $\beta$ -Lactoglobulin	ISO 13875 IDF 178	2005	Determination of acid-soluble beta-lactoglobulin content - Reverse-phase HPLC method

### **Offences and penalties**

35. Any person who contravenes or fails to comply with the provisions of these regulations shall be guilty of an offence and upon conviction be liable to a fine or to imprisonment in accordance with section 11 of the Act.

**DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES**

NO. R. 1511

22 NOVEMBER 2019

**AGRICULTURAL PESTS ACT, 1983 (ACT No. 36 OF 1983)****CONTROL MEASURES RELATING TO HONEY-BEES**

I, Angela Thoko Didiza, Minister of Agriculture, Land Reform and Rural Development, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), hereby amend the Control Measures relating to Honey-bees published under Government Notice No. R. 858 of 15 November 2013.

**A.T Didiza****Minister of Agriculture, Land Reform and Rural Development**

## Definition

1. In this Schedule “Control Measures relating to honey-bees” means the control measures published in the Government Notice No. R. 858 of 15 November 2013.

## Amendment of definitions of the Control Measures

2. The definitions of the Control Measures are hereby amended by the insertion of the following definitions:

“**beekeeping activities**” means the keeping of honey-bees in a managed beehive for the production and harvesting of any bee products, for queen rearing purposes or for commercial pollination services, or the removal, eradication or relocation of honey-bee colonies.

## Amendment of control measure 2 of the Control Measures

3. Control measure 2 of the Control Measures is hereby substituted by the following expression

## Registration of beekeepers

2. (1) Every person who carries out any beekeeping activities shall register with the Department.  
(2) An applicant shall, on the form obtainable from the executive officer furnish the Department with—
  - (a) in the case of a natural person, his or her—
    - (i) name;
    - (ii) registration number (if previously registered);

- (iii) physical and postal address;
  - (iv) fixed line and cellular phone number;
  - (v) fax number (if applicable); and
  - (vi) e-mail address;
- (b) in the case of a juristic person, the—
- (i) name of the juristic person;
  - (ii) name of the responsible beekeeper;
  - (iii) registration number of the juristic person (if previously registered);
  - (iv) physical and postal address of the juristic person;
  - (v) fixed line phone number of the juristic person;
  - (vi) cellular phone number of the beekeeper of the juristic person;
  - (vii) fax number of the juristic person (if applicable) ; and
  - (viii) e-mail address of the juristic person; and
- (c) information regarding the—
- (i) nature of the beekeeping activities; and
  - (ii) the number of colonies kept; and
- (d) any other information requested on the form obtainable from the executive officer.
- (3) Every beekeeper shall on first registration be assigned a permanent registration number by the Department.
- (4) Registration shall be for a period of twenty four months from the date of registration or renewal of registration and shall be renewable on expiry of the registration period.
- (5) In the case of failure to comply with control measure 2 (4), a registered beekeeper shall be deregistered and shall face penalties in terms of the Act.
- (6) The beekeeper shall inform the Department within a reasonable time of any changes in the information required under control measure 2 (2).
- (7) The beekeeper shall notify the Department in the event that he ceases to carry out beekeeping activities.

(8) No person may conduct any beekeeping activities unless they are in possession of a valid registration certificate issued in terms of control measure 2 (1).

(9) No person may utilise the services of a beekeeper for the purposes of carrying out any beekeeping activities unless the beekeeper is in possession of a valid registration certificate issued in terms of control measure 2 (1).

## DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. R. 1512

22 NOVEMBER 2019

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

**REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF PEACHES  
AND NECTARINES INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA**

The Minister of Agriculture, Land Reform and Rural Development has under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) --

- (a) made the regulations in the Schedule;
- (b) determined that the said regulations shall come into operation on the date of publication; and
- (c) read together with section 3(2) of the said Act, repealed the regulations published by Government Notice No. R. 901 of 4 November 2011.

**SCHEDULE****Definitions**

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall have that meaning and, unless the context otherwise indicates --

**"Arthropod"** means any stage in the life cycle of an invertebrate member of the animal kingdom that is bilaterally symmetrical with a segmented body, with jointed limbs that are paired and a chitinous external skeleton;

**"blemish"** means any external skin defect on the surface of the peach and nectarine which detrimentally affects the appearance of the peach and nectarine;

**"bruise"** means any indentation or discoloration directly under the skin;

**"consignment"** means --

- (a) a quantity of peaches and nectarines of the same cultivar, belonging to the same owner and delivered at the same time under cover of the same delivery note, consignment note or receipt note, or delivered by the same vehicle; or
- (b) in the case of a quantity of peaches and nectarines that is divided into different cultivars, classes, diameter groups, diameter codes, counts, pallet loads, trademarks or types of packaging, every quantity of each of the different cultivars, classes, diameter groups, diameter codes, pallet loads, trademarks or types of packaging;

**"container"** means the immediate package in which peaches and nectarines are packed directly and the outer package in which the prepacked units are packed;

**"count"** means the number of fruits packed in a container;

**"decay"** means a state of decomposition, fungus development, internal insect infestation or internal insect damage with signs of tissue collapse or insect excrement, which detrimentally affects the quality of the peaches and nectarines;

**"diameter"** means the largest section measured at right angles to the longitudinal axis of the peach and nectarine;

**"discoloured tip"** means that the tip of the peach and nectarine is visually discoloured or is showing signs of glassiness or softness;

**"dry crack"** means any crack that exposes the flesh and which has dried out and is sealed off;

**"foreign matter"** means any material or substance not normally present in, on or between the peaches and nectarines;

"**injury**" means any wound which has pierced the skin of the peach and nectarine and exposes the flesh, with the exception of such wounds which have become completely callused;

"**inspector**" means an officer under the control of the Executive Officer or an Assignee or a qualified employee of an Assignee;

"**nectarines**" means the fruit of the cultivars *Prunus persica* var. *nucipersica* which are grown from the species *Prunus persica*;

"**peaches**" means the fruit of the cultivars which are grown from the species *Prunus persica*, excluding the cultivars of *Prunus persica* var. *nucipersica*;

"**prepacked unit**" means any single packing unit for presentation as such to the consumer consisting of peaches and nectarines and the packaging into which the peaches and nectarines were put before being offered for sale;

"**split stone**" means a condition which appears when the stone of the peach and nectarine has split along its longitudinal axis;

"**the Act**" means the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990);

"**visible split stone**" means that the stone of a peach and nectarine is split to such extent that an aperture on the stem end of the peach and nectarine is visually perceptible; and

"**woolly**" means that the peach and nectarine is lacking in juice and is spongy and dry.

#### **Restrictions over the sale of peaches and nectarines**

2. (1) No persons shall sell peaches and nectarines in the Republic of South Africa --
  - (a) unless such peaches and nectarines are sold according to the classes set out in regulation 3;
  - (b) unless such peaches and nectarines comply with the standards for the class concerned as set out in regulation 4;
  - (c) unless such peaches and nectarines are packed in accordance with the packing requirements as set out in regulations 5, 6, 7, 8 and 9; and
  - (d) unless such peaches and nectarines are contained in containers marked in accordance with the marking requirements as set out in regulation 10.
- (2) Imported peaches and nectarines may be exempted from the provisions of sub-regulation (1), provided that the peaches and nectarines --
  - (a) comply with either the Codex, UNECE (United Nations Economic Commission for Europe) or OECD (Organisation for Economic Co-operation and Development) standards; and
  - (b) are according to bilateral agreement accompanied by certificate issued by a relevant government authority responsible for quality control of fresh fruit and vegetables and in which it is certified that the quality of the peaches and nectarines as verified through inspection conforms to the relevant standard.
- (3) The Executive Officer may grant written exemption, entirely or partially, to any person on such conditions as he or she deems necessary, from the provisions of sub-regulation (1).

## QUALITY STANDARDS

### *Classes of peaches and nectarines*

3. There are three classes of peaches and nectarines, namely Class 1, Class 2 and Lowest Class.

### *Standards for classes*

4. (1) Peaches and nectarines shall comply with specifications set out in Table 1, 2, 3, 3A and 3B.

(2) No consignment of peaches and nectarines classified as "Class 1", "Class 2", and "Lowest Class" shall contain:

- (a) any organisms which may be a source of danger to human being, and
- (b) Arthropod infestation including the organisms which according to paragraph (a) do not form part of plant injurious organisms, excluding organisms which may be a source of danger to the human beings, on more than 3% of the peaches and nectarines or three free running Arthropod per pallet load or part thereof in the consignment: Provided that it does not exceed a maximum of one Arthropod per container.

## PACKING REQUIREMENTS

### *Containers*

5. Containers in which peaches and nectarines are packed shall --

- (1) be clean, dry, undamaged and suitable;
- (2) not impart a foreign taste or odour to the peaches and nectarines;
- (3) be free from any visible sign of fungus growth;
- (4) be free from Arthropod infestation; and
- (5) be strong and rigid enough to ensure that the original shape be retained and not bulge out, dent in, break or tear, to the extent that peaches and nectarines are damaged or are at risk of being damaged, during normal storage, handling or transport.

### *Package requirements*

6. (1) Only peaches and nectarines of the same class, quality, cultivar, ripeness and size shall be packed together in the same container.

(2) Class 1 peaches and nectarines in the same container must be uniform in colour.

(3) Peaches and nectarines shall be sized.

(4) Class 1 peaches and nectarines shall be packed in a suitable pattern or diagonally in one to three layers.

(5) If peaches and nectarines are packed in prepacked units, such units shall be packed in a suitable manner in an outer package: Provided that the prepacked units are new, clean, dry, undamaged and suitable.

### *Packing material*

7. If packing material is used inside the containers, such packing material shall be clean, dry, odourless and of a quality such as to avoid causing any external or internal damage to the peaches and nectarines.

**Stacking of containers on pallets**

8. If containers containing peaches and nectarines are palletised --
- (1) the pallet shall be clean, undamaged and suitable;
  - (2) the containers shall be stacked firmly and square with each other and the pallet;
  - (3) only containers of the same dimensions shall be stacked in the same layer on the pallet; and
  - (4) the containers shall not be stacked upside-down on the pallet.

**Strapping of pallet loads**

9. In case a pallet load of containers needs to be strapped, it shall be strapped in a suitable manner.

**MARKING REQUIREMENTS**

10. (1) Each container containing peaches and nectarines shall be marked clearly, indelibly, legibly and neatly on any visible short or long side of the lid or container, where lids are not used, by printing, stamping or by means of specially designed labels with the following particulars: Provided that all particulars shall be grouped on the same side:

- (a) The expression "Peaches" or "Nectarines", as the case may be.
- (b) The appropriate cultivar/variety.
- (c) The appropriate Class in accordance with regulation 3.
- (d) The name and physical or postal address of the producer or owner of the contents of the container.
- (e) The country of origin (e.g. "Products of South Africa", "Produced in South Africa" or any other similar expression).
- (f) The applicable count, size code and/or diameter group.
- (g) The packing date or date code (optional).

(2) Subject to the provisions of sub-regulation (1), each outer container containing prepacked units shall be marked with an indication of the total number of prepacked units per outer package: Provided that if the total number of prepacked units is visible from the outside, it does not have to be indicated on the outer package.

(3) If an indication highlighting a special grading, presentation or size is indicated on the same side as the particulars in sub-regulation (1), it shall not be used with the expression "Peaches" or "Nectarines", the cultivar name or the class indication.

**Prohibition of false or misleading descriptions for products**

11. No person shall use any name, word, expression, reference or indication in any manner, either by itself or in conjunction with any verbal, written, printed, illustrated or visual material, in connection with the sale of a product in a manner that conveys or creates or is likely to convey or create a false or misleading impression as to the nature, substance, quality or other properties, or the class or grade, origin, identity or manner or place of production, of that product.

## SAMPLING PROCEDURES

### *Obtaining a sample from the consignment*

12. For the purpose of inspection, grading and sampling for quality control, an inspector shall take such samples of a product, material, substance or other article in question as he or she may deem necessary.

### *Obtaining an inspection sample*

13. An inspection sample shall be drawn from each container obtained in accordance with regulation 12 and shall in the case of --

- (1) containers with 50 peaches and nectarines or less, consist of the entire contents of the container; or
- (2) containers with more than 50 peaches and nectarines, consists of 50 peaches and nectarines drawn at random from the container.

### *Deviating sample*

14. If an inspector should notice during the process of drawing the random sample or during the inspection, that some of the containers derived from any part of the pallet load, truck load or consignment, contain peaches and nectarines which are noticeably inferior to or differ from the contents of containers which represent the remainder of the pallet load, truck load or consignment, the inspection result shall only be based on the containers derived from the deviating portion of the pallet load, truck load or consignment, and further samples required for inspection shall be drawn from this deviating portion.

## METHODS OF INSPECTION

### *Determination of ripeness*

15. (1) The ripeness of peach and nectarine cultivars in a consignment shall be determined with a handheld penetrometer or a penetrometer mounted on a drill stand with a plunger of 11,2 mm or 8 mm in diameter.

- (2) (a) The ripeness of peach and nectarine cultivars, excluding the nectarine cultivars Armking and April Glo, shall be determined as follows:
  - (i) Take as working sample 10 peaches and nectarines at random, from the inspection sample obtained in accordance with regulation 13: Provided that such peaches and nectarines shall be free from defects such as sunburn and pests or disease damage, which may have affected the normal ripening process.
  - (ii) Remove a thin slice of peel from opposite sides on the center of each peach and nectarine, in such a manner that the suture of the peach and nectarine is avoided.
  - (iii) Hold the peach and nectarine firmly with one hand: Provided that if a hand-held penetrometer is used your hand must rest on a rigid surface.
  - (iv) Zero the penetrometer and place the applicable plunger head on the spot where the skin was removed.
  - (v) Apply steady downward pressure on the penetrometer until the plunger has penetrated the flesh of the peach and nectarine up to the depth mark of the plunger.
  - (vi) Remove the plunger and note the reading on the penetrometer, to one decimal.

- (vii) Repeat the process on the opposite side of the same peach and nectarine after zeroing the penetrometer.
      - (viii) Determine the average of the two pressure readings for each peach and nectarine.
    - (b) If the fruit is fully developed, swelled out and mature, and adheres to the minimum average total soluble solids content as set out in Table 3B, then the maximum pressure per fruit shall not be applicable
  - (3) (a) The ripeness of the nectarine cultivar Armking and April Glo shall be determined as follows:
    - (i) Take as working sample 10 nectarines at random from the inspection sample obtained in accordance with regulation 13: Provided that such nectarines shall be free from defects such as sunburn and pests or disease damage, which may have affected the normal ripening process.
    - (ii) Remove a thin slice of peel on the suture, 11 millimetre from the tip of the nectarine, as well as from the same position on the opposite side of the nectarine.
    - (iii) Hold the nectarine firmly with one hand: Provided that if a handheld penetrometer is used your hand must rest on a rigid surface.
    - (iv) Zero the penetrometer and place the plunger head of 11,2 millimetre in diameter on the spot where the skin was removed.
    - (v) Apply steady downward pressure on the penetrometer until the plunger has penetrated the flesh of the nectarine up to the depth mark of the plunger.
    - (vi) Remove the plunger and note the reading on the penetrometer, to one decimal.
    - (vii) Repeat the process on the opposite side of the same nectarine after zeroing the penetrometer.
    - (viii) Determine the average of the two pressure readings for each nectarine.
  - (b) If the fruit is fully developed, swelled out and mature, and adheres to the minimum average total soluble solids content as set out in Table 3B, then the maximum pressure per fruit shall not be applicable.
- (4) The average total soluble solids on peaches and nectarines shall be determined as follows:
  - (a) Take as working sample ten fruits randomly chosen from the inspection sample obtained in accordance with item 13.
  - (b) Make a vertical cut halfway between the core and skin of the fruit on both cheeks.
  - (c) Make several shallow crosscuts on the flesh of outer part of the fruit in order to obtain juice.
  - (d) Place an equal number of drops (2 or more) of the juice on the clean prism of a refractometer and note the reading.
  - (e) Repeat the step in paragraph (d) after the prism plate is cleaned with distilled water and wiped dry.

- (f) Determine the average of the two readings.
- (g) The average of all ten fruits drawn according to item (4) (a) shall comply with the specified set standard in Table 3A or 3B.

***Determination of the declared minimum and maximum size***

16. The declared minimum and maximum size shall be determined as follows:

- (1) Take as working sample from the inspection sample obtained in accordance with regulation 13, the peaches and nectarines that are noticeably the smallest and/or largest in diameter.
- (2) Determine the diameter of the peaches and nectarines in paragraph (a) with a suitable apparatus.
- (3) Calculate the number of peaches and nectarines thus found to be too small and/or too large, as a percentage of the total number of peaches and nectarines in the inspection sample.
- (4) Determine the average percentage of all the inspection samples obtained in accordance with regulation 13.

***Determination of broken stones and other internal quality defects, excluding split stones***

17. Broken stone and other internal quality defects, excluding split stones, shall be determined as follows:

- (1) Take as working sample the 10 peaches and nectarines which are, in the opinion of the inspector, the most likely to have broken stones and other internal quality defects, excluding split stones, from the inspection sample obtained in accordance with regulation 13.
- (2) Cut each of the ten peaches and nectarines with a knife on the suture around the fruit to the stone.
- (3) Wring the two halves of each peach and nectarine in opposite directions to expose the stone and other internal quality defects.
- (4) Calculate the number of peaches and nectarines thus found to have broken stones or other internal quality defects, excluding split stones, as a percentage of the total number of peaches and nectarines in the inspection sample.
- (5) Determine the average percentage of all the inspection samples taken in accordance with regulation 13.

***Offence and penalties***

18. Any person who contravenes or fails to comply with the provisions of these regulations shall be guilty of an offence and may upon conviction be liable to a fine or to imprisonment in terms of section 11 of the Act.

TABLE 1: QUALITY STANDARDS

Quality factors	Class 1	Class 2	Lowest Class
(a) Appearance	Sound and intact	Sound and intact	-
(b) Shape	Well-formed	Fairly well-formed	Reasonably well-formed
(c) Ground colour in case of the cultivars			
(i) Sunlite and Zaigina	N1A photo no. 4	N1A photo no. 5	-
(ii) Olympia, Paramint, Donnarine, Flamekist and Independence	N1A photo no. 5	N1A photo no. 6	-
(iii) Fantasia and Flavor-top	N1A photo no. 6	N1A photo no. 7	-
(iv) All other cultivars	Good and typical for the cultivar concerned	Good and typical for the cultivar concerned	Reasonably well coloured
(d) Size groups (minimum diameter - mm)			
(aa) Peaches and Nectarines	90 and over AAAA (L) 80 - 90 AAA (L) 73 - 80 AA* (L) 67 - 73 A* (M) 61 - 67 B* (M) 56 - 61 C (S) 51 - 56 D (S) 48 - 51 E (S)	90 and over AAAA (L) 80 - 90 AAA (L) 73 - 80 AA* (L) 67 - 73 A* (M) 61 - 67 B* (M) 56 - 61 C (S) 51 - 56 D (S) 48 - 51 E (S)	40
(e) Maturity	Shall comply with the maximum average pressures in kg as set out in Table 3 as well as the minimum TSS as set out in Table 3A or 3B	Shall comply with the maximum average pressures in kg as set out in Table 3 as well as the minimum TSS as set out in Table 3A or 3B	Fully developed, swelled out and eatable
(f) Injuries	As set out in Table 2	As set out in Table 2	-
(g) Bruises			
(aa) Single bruises	One bruise not exceeding 8 mm in diameter or of which the total surface area does not exceed 60 mm, is allowable	One bruise not exceeding 10 mm in diameter or of which the total surface area does not exceed 80 mm, is allowable	-
(bb) Multiple bruises	Bruises smaller than 8 mm in diameter and of which the combined surface area does not exceed 60 mm <sup>2</sup> , are allowable	Bruises smaller than 15 mm in diameter and of which the combined surface area does not exceed 200 mm <sup>2</sup> , are allowable	-

(h)	Blemishes, including Western flower thrip	Maximum combined surface area of 200 mm <sup>2</sup> PI 3 photo no. 6	Maximum combined surface area of 300 mm <sup>2</sup> PI 3 photo no. 8	May not exceed 50% of the surface area
(i)	Dry cracks (only nectarines)	Not more than one dry crack on the surface of the fruit with maximum dimensions of:  20 mm long 3 mm deep 3 mm wide	Not more than three dry cracks on the surface of the fruit with maximum dimensions of:  30 mm long 5 mm deep 5 mm wide	-
(j)	Torn-out stem	The stem may be removed and the skin in the stem-cavity may be either torn-out but not removed, or torn-out and removed not more than 6 mm from the stem attachment: Provided that the endoderm directly beneath the outside skin layer is intact	The stem may be removed and the skin in the stem-cavity may be either torn-out but not removed, or torn-out and removed not more than 8 mm from the stem attachment: Provided that the endoderm directly beneath the outside skin layer is intact	-
(k)	Decay	As set out in Table 2	As set out in Table 2	As set out in Table 2
(l)	Cavities in the flesh and around the stone	A cavity around the stone is allowable if no decay or aperture that externally exposes the cavity is visible	A cavity around the stone is allowable if no decay or aperture that externally exposes the cavity is visible	-
(m)	Foreign matter			
	(a) Visible chemical residues	May deviate to the extent set out in Table 2	May deviate to the extent set out in Table 2	May deviate to the extent set out in Table 2
	(b) Dust deposits	Free from external signs: Provided that dust deposits shall be allowed only in the deepest half of the stem and calyx-end cavities	Free from external signs: Provided that dust deposits shall be allowed only in the deepest half of the stem and calyx-end cavities	-
	(c) Leaves and spurs	As set out in Table 2	As set out in Table 2	-
	(d) Unattached stems (in containers)	As set out in Table 2	As set out in Table 2	-
	(e) Others	As set out in Table 2	As set out in Table 2	-
(n)	Uniformity of size in the same container	Uniform: Provided that the fruit may not differ with more than 6 mm in diameter from one	Uniform: Provided that the fruit may not differ with more than 10 mm in diameter from one	-

	another between the smallest and largest fruit in the same container	another between the smallest and largest fruit in the same container	
(o) hail marks	<p>(a) Smooth superficial hail marks with a blemish appearance with no signs of indentations and of which the diameter of a single hail mark does not exceed 7 mm and the total surface area does not exceed 200 mm<sup>2</sup>, are allowable</p> <p>(b) Other hail marks: One hail mark not exceeding 5 mm in diameter, with a maximum depth of 3 mm or multiple hail marks of which the total surface area does not exceed 25 mm<sup>2</sup> are allowable</p>	<p>(a) Smooth superficial hail marks with a blemish appearance with no signs of indentations and of which the diameter of a single hail mark does not exceed 9 mm and the total surface area does not exceed 250 mm<sup>2</sup>, are allowable</p> <p>(b) Other hail marks: One hail mark not exceeding 6 mm in diameter, with a maximum depth of 3 mm or multiple hail marks of which the total surface area does not exceed 36 mm<sup>2</sup> are allowable</p>	<p>25% of the surface area</p> <p>25% of the surface area</p>
(p) Unspecified internal or external quality defects not mentioned above	May deviate to the extent set out in Table 2	May deviate to the extent set out in Table 2	May deviate to the extent set out in Table 2

## NOTE:

- No specifications
- \* The minimum diameter of all nectarine cultivars and the peach cultivars Fairtime, Clocolan, Elberta, Jubilee, Nova Donna, Safari, San Pedro and Transvalia may be 1 mm less for those peaches or nectarines within diameter codes AA, A and B

**TABLE 2: MAXIMUM PERMISSIBLE DEVIATIONS BY NUMBER**

Maximum permissible deviations allowable by number per container are as follows:

Quality factor	Class 1	Class 2	Lowest Class
(a) Decay	2%	4%	10%
(b) Injuries	8%	12%	20%
(c) Torn-out stems	10%	15%	-
(d) Visible chemical residues	2%	4%	6%
(e) Bruises, skin cracks, cavities in the flesh and around the stone or unspecified progressive defects	10%	15%	-

(f) Woolly fruit, cold damage	0%	4%	12%
(g) Discoloured tip	10%	15%	25%
(h) Unripe	10%	15%	-
(i) Blemishes, Western flower thrip damage (silvering), hail marks, malformation appearance, foreign matter (leaves and spurs, unattached stems in containers, dust deposits and others) plant-seeds, individually	10%	15%	25%
(j) Visible split stones	10%	15%	-
(k) Slip skin	8%	12%	20%
(l) Deviations from packing requirements	10%	15%	-
(m) Minimum diameter (too small)	10%	15%	-
(n) Deviations in items (b) ,(c) and (e) of this table collectively: Provided that such deviations are individually within the specified limits	10%	15%	25%
(o) Deviations in items (i) , (j) and (k) of this table, including unspecified defects, collectively: Provided that such deviations are individually within the specified limits	15%	20%	30%

## NOTE:

- No specification

TABLE 3: MATURITY INDICES (CLASS 1 AND 2)

Fruit type and cultivar/variety	Average pressure in kg per fruit
<b>(a) Peaches:</b>	<b>Maximum</b>
Afri Rouge, Afrisun, Autumn Crunch, Autumn Gold, Aztec Delight, Aztec Gold, Babcock, Bokkeveld, Bonland, Bright Princess, Cascade, Catherina, Cederberg, Cinderella, Desert Gold, De Wet, Earliblush, Earligrande, Don Elite, Duke of York, Desert Pearl, Elberta, Excellence, Fairtime, Goudmyn, Ingwe, Jubilee, Oom Sarel, Kakamas, Keimoes, Majestic Delight, Prof Malherbe, Prof Neetling, Safari, San Pedro, Scarlet, Sandvliet Springcrest, Summertime, Sunray, Supreme, Temptation and Orion	10,5kg
Bonnigold, Classic, Summer Sun, Western Sun, Western Cling and Keisie	8,5kg
Transvalia	9,0kg
Brittaney Lane, Clocolan, Culemborg, Earlisun, Ice Princess, Jim Dandy, Mystic Magic, Novadonna, Red Velvet, Rich Lady, Snow Crest, Snow Princess, Snowwhite, Supechfifteen (Amber Crest®), Supechsixteen (Amber Crest®), Supechseventeen (Amber Crest®), Spring Princess, Sweet September, Van Riebeeck and any other suitable peach cultivar/variety not mentioned above	11,3kg
<b>(b) Nectarines:</b>	<b>Maximum</b>
The ripeness of the following nectarine cultivars/varieties shall be determined with a plunger of 11.2 mm in diameter:	
ARC NE-5, Crimson Blaze	10.0kg
Alpine, Armking, April Glo, Crimson Giant, Donnarine, Fiesta Red, Flavorine, Goldmine, Honey Blaze, Horizon, Independence, Kay Pearl, June Pearl, Maillara, Margaret's Pride, May Glo, Naledi, Nectar, Olympia, Outburst, Rose Diamond, Royal Gem, Royal Glo, Ruby Glo, Ruby Sweet, September Bright, September Red, Silver Fire, Skye, Southern Glo, Sparkle, Splendor, Spring Bright, Stark Summer Glo, Sunburst, Sunectwentyone (Super Star®), Sungrand, Sunlite, Sunraycer, Surprise, Vibrant and any other suitable nectarine cultivar/variety not mentioned above	11.3kg
The ripeness of the following nectarine cultivars/varieties shall be determined with a plunger of 8mm in diameter:	
Arctic Mist, Arctic Runner, Arctic Snow, Arctic Wolf, August Bright, August Glo, August Red, Autumn Bright, Bella Nova, Bella Rosa, Big Top, Bright Pearl, Burnectfour, Diamond Bright, Diamond Ray, Diamondzee, Diamond Pearl, Early Sungrand, Fantasia, Fire Sweet, Flamekist, Flavortop, Fire Pearl, Giant Pearl, Golden Bright, Grand Pearl, Honey Diva, Honey Royale, Luciana, Nectadelicious (REGAL`IN), Nectagala(REGAL`IN), Nectalady (REGAL `IN), Nectaprima (REGAL `IN), Nectarcrisp(REGAL `IN), Nectareine, Nectarexquise (REGAL `IN), Nectarjewel (REGAL`IN), Nectarmagie(REGAL `IN), Nectarperle (REGAL `IN), Polar Blaze, Red Jewel, Regal Pearl, Royal Bright, Ruby Diamond, September Bright, September Red, Shimmer Pearl, Snow Pearl, Spring Bright, Summer Bright, Summer Fire, Summer Prince, Sungrand, Tiffany,	6.3 kg

Top Pearl, Viking Pearl, Zaigina, Zee Glo and any other suitable nectarine cultivar not mentioned above
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TABLE 3A

Cultivar/Variety	Minimum TSS %
All peach and nectarine cultivars/varieties	
Class 1:	
September to November	9%
December to August	10%
Class 2:	8%

TABLE 3B

If the fruit is fully developed, swelled out and mature, and adheres to the minimum average total soluble solids content as set out in table 3B, then the maximum pressure per fruit shall not be applicable.

Cultivar/Variety	Minimum TSS % (excluding pressure)
<b>Peaches:</b> Bright Princess, Brittaney Lane, Candy Princess, Crimson Lady, Crimson Sweet, December Princess, Earliblush, Earlisun, Flatprincesse, Ice Princess, Ivory Duchess, Ivory Princess, Jim Dandy, Julienice, Juliepretty, Mystic Magic, Princess Time, Rich Lady, Scarlet Rich, September Snow, Snow Angel, Snow Kist, Snow Princess, Spring Candy, Spring Princess, Summer Zee, Supechsixteen (Amber Crest®), Superich, Sweet Jim and Sweet September	12%
<b>Nectarines:</b> Alpine, Donnarine, Fiesta Red, Margaret's Pride and Sunlite	11%
Alaska Red, April Glo, Arctic Jewel, Arctic Red, Arctic Runner, Arctic Snow, Arctic Spring, Arctic Star, Arctic Sweet, Arctic Wolf, Armking, August Bright, August Red, Bella Nova, Bella Rosa, Big Top, Bright Pearl, Candy Gold, Crimson Blaze, Crimson Giant, Crimson Glo, Diamond Ray, Diamond Pearl, Early Sungrand, Flamekist, Flariba, Flavana, Flavela, Garcica, Giant Pearl, Golden Bright, Grand Pearl, Honey Blaze, Honey Diva, Honey Fire, Honey Kist, Honey Lite, Honey Royale, Kay Pearl, Nectachief, Nectadelicious, Nectagala, Nectalady, Nectapink, Nectaprima, Nectareine, Nectaexquise, Nectariane, Nectarjewel, Nectaperle, Nectarmagie, Polar Light, Redronde, Regal Pearl, Rose Bright, Rose Diamond, Royal Glo, Royal Ruby, Royal Spring, Royal Sun, Ruby Diamond, Ruby Glo, Ruby Pearl, September Bright, Shimmer Pearl, Silver Fire, Southern Glo, Spring Bright, Spring Fire, Spring Pearl, Summer Glo, Sungrand, Viking Pearl, Zee Fire and Zee Glo	12%
Fantasia, Flavortop, Independence and Zaigina	13%

## DEPARTMENT OF LABOUR

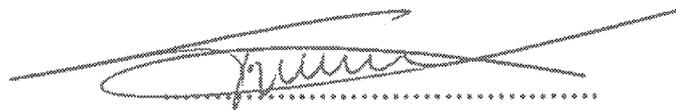
NO. R. 1513

22 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE):  
EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO NON-  
PARTIES**

I, THEMBALANI THULAS NXESI, Minister of Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, with the exclusion of clauses 1(1)(a), 2, 50 and 51 thereof, which was concluded in the **Building Industry Bargaining Council (Cape of Good Hope)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the date of publication of this agreement and for the period ending 31 October 2020.



MR. TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

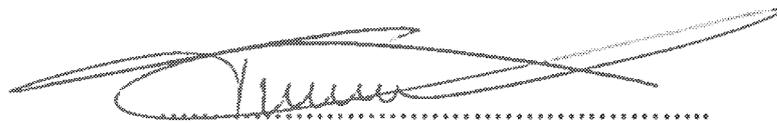
DATE: 31/10/2019

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

## UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA 1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI  
YEZOKWAKHA (IKAPA ELIHLE LESITHEMBISO):UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI NESICHIBIYELAYO SABAQASHI  
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba 32(2) esifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, ngokushiya ngaphandle kohlamvu lwamazwi alandelayo ku 1(1)(a), 2, 50 kanye naku 51 esenziwa kuMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yezokwakha (Ikapa Elihle Lesithembiso), futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, esiyiqala ukusebenza ngosuku lokushicilelwa kwalesiVumelwano futhi kuze kube ngomhlaka 31 kuMfumfu 2020.



MNUMZANA TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 31/10/2019

**SCHEDULE****BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE)****COLLECTIVE AGREEMENT**

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

**Boland Meesterbouers en Verwante Bedrywe Vereniging  
Master Builders and Allied Trades' Association, Western Cape**

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

**Building, Construction and Allied Workers' Union  
Building, Wood and Allied Workers' Union of South Africa  
Building Workers' Union  
National Union of Mineworkers (NUM)**

(hereinafter referred to as employees or the "trade unions"), of the other part, being the parties to the Building Industry Bargaining Council (Cape of Good Hope).

**TABLE OF CONTENTS**

1. SCOPE OF APPLICATION.....	6
2. PERIOD OF OPERATION OF AGREEMENT .....	7
3. INDUSTRIAL ACTION .....	7
4. LEVELS OF BARGAINING .....	7
5. DEFINITIONS.....	7
<b>CHAPTER TWO: GENERAL DUTIES OF EMPLOYERS AND SUB-CONTRACTING PARTIES .....</b>	<b>18</b>
6. REGISTRATION OF EMPLOYERS .....	18
7. COMPLIANCE BY EMPLOYERS, SUBCONTRACTING AND USE OF TEMPORARY EMPLOYMENT SERVICES .....	19
8. REGISTRATION OF EMPLOYEES .....	20
9. WAGE PAYMENT PROCEDURE.....	21
10. RECORD KEEPING.....	23
11. STORAGE AND PROVISION OF TOOLS.....	24
12. SHELTER AND ABLUTION FACILITIES.....	24
13. NOTICE BOARD .....	25
14. HEALTH AND SAFETY.....	25
<b>CHAPTER THREE: CATEGORIES OF EMPLOYMENT .....</b>	<b>27</b>
15. GENERAL PROVISIONS.....	27
16. LEARNER/APPRENTICESHIP.....	27

17. ARTISANS .....	29
<b>CHAPTER FOUR: MINIMUM WAGES, WAGE AND BENEFIT PARITY .....</b>	<b>32</b>
18. WAGE PARITY .....	32
19. MINIMUM BASIC WAGES .....	32
<b>CHAPTER FIVE: TERMS OF EMPLOYMENT .....</b>	<b>34</b>
20. ORDINARY HOURS OF WORK .....	34
21. OVERTIME .....	34
22. FLEXIBLE WORKING HOURS .....	35
23. INTERVALS/LUNCH AND TEA BREAKS .....	36
24. SHIFT WORK .....	36
25. PUBLIC HOLIDAYS .....	37
26. DANGEROUS WORK .....	38
27. OVERNIGHT ALLOWANCE AND ACCOMMODATION .....	38
28. TRANSPORT FOR EMPLOYEES .....	39
29. PERFORMANCE STANDARD CONTRACTS .....	39
30. PROBATIONARY PERIOD .....	39
<b>CHAPTER SIX: EMPLOYEE BENEFIT SCHEMES .....</b>	<b>39</b>
31. EMPLOYEE BENEFITS: GENERAL PROVISIONS .....	39
32. HOLIDAY FUND AND BONUS FUND .....	40

33. PENSION/PROVIDENT FUND .....	43
34. SICK PAY FUND .....	46
35. MEDICAL AID FUND .....	49
<b>CHAPTER SEVEN: LEAVE .....</b>	<b>52</b>
36. MATERNITY LEAVE .....	52
37. FAMILY RESPONSIBILITY LEAVE .....	53
38. LEAVE FOR TRADE UNION ACTIVITIES .....	54
39. ANNUAL LEAVE .....	54
40. SICK LEAVE .....	55
<b>CHAPTER EIGHT: TERMINATION OF EMPLOYMENT .....</b>	<b>55</b>
41. TERMINATION OF CONTRACT OF EMPLOYMENT .....	55
42. LAY-OFF AND SUSPENSION .....	56
43. RETRENCHMENT .....	56
<b>CHAPTER NINE: COUNCIL ADMINISTRATION .....</b>	<b>58</b>
44. AUDIT AND ACCOUNTING .....	58
45. EXPENSES OF THE COUNCIL .....	58
46. EXHIBITION OF AGREEMENT .....	59
47. VALUE ADDED TAX (VAT) .....	59
<b>CHAPTER TEN: PARTY ARRANGEMENTS .....</b>	<b>59</b>

48. TRADE UNION SUBSCRIPTIONS .....	59
49. TRADE UNION ACCESS .....	60
50. SPECIAL MEMBERSHIP LEVY: EMPLOYERS .....	60
51. MASTER BUILDERS ASSOCIATION (MBA) SKILLS AND EDUCATION TRUST .....	60
52. WESTERN PROVINCE BUILDING AND ALLIED TRADES' SICK FUND .....	61
<b>CHAPTER ELEVEN: COMPLIANCE AND MONITORING OF THE COLLECTIVE AGREEMENT .....</b>	<b>61</b>
53. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT .....	61
54. POWERS OF DESIGNATED AGENTS .....	62
55. ARBITRATION PROCEDURES TO ENFORCE COMPLIANCE WITH THIS AGREEMENT .....	65
56. POWERS OF AN ARBITRATOR .....	66
57. FINES, ARBITRATION COSTS AND INTEREST .....	67
58. PROCEDURE FOR THE RESOLUTION OF DISPUTES ABOUT THE APPLICATION OR INTERPRETATION OF THIS AGREEMENT .....	70
59. COMPLIANCE COMMITTEE .....	70
60. EXEMPTIONS .....	71
<b>ANNEXURE A: RULES FOR CONCILIATING AND ARBITRATING DISPUTES IN THE BUILDING INDUSTRY BARGAINING COUNCIL (RULES) .....</b>	<b>76</b>
<b>SCHEDULE 1 REGISTERED ADDRESSES OF THE COUNCIL .....</b>	<b>92</b>

**CHAPTER ONE: SCOPE OF APPLICATION, PERIOD OF APPLICATION, INDUSTRIAL ACTION, LEVELS OF BARGAINING AND DEFINITIONS**

**1. SCOPE OF APPLICATION**

The terms of this Agreement shall be observed in the Building and the Monumental Masonry Industries-

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions;
- (b) by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;
- (c) The Building Industry, as defined hereunder excluding all electrical activities undertaken in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Mitchells Plain, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Wellington, Wynberg and the Local Municipality of Overstrand.
- (d) The manufacture and erection of gravestones and cemetery memorials of all types in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Mitchells Plain, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Wellington, Wynberg and the Local Municipality of Overstrand.

Notwithstanding the provisions of sub clause (1), the terms of this Agreement shall apply to-

- (a) employees in the Industry undergoing training consistent with the provisions of the Skills Development Act, 1998;
- (b) temporary employment services, labour-only contractors, working partners, working directors, principals, contractors and working members of close corporations who do work in the Building Industry.

(3) Notwithstanding the provisions of sub clause (1) (a), the terms of this Agreement shall not apply to-

- (a) clerical employees, supervisory staff and administrative staff, unless hourly paid

- (b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work in completion of their academic training and non-parties in respect of clauses 47 and 48 of this Agreement.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 October 2022.

## 3. INDUSTRIAL ACTION

No person who is subject to the provisions of this Collective Agreement entered into by the parties shall engage or participate in a strike or lockout or any conduct in furtherance of a strike or lockout in respect of any matter regulated by this Agreement for its duration.

## 4. LEVELS OF BARGAINING

The Council shall be the sole forum for negotiating all matters pertaining to all Agreements entered into by the Council.

## 5. DEFINITIONS

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

"Act" means the Labour Relations Act, 1995;

"Aluminium Installer/Fixer" means an employee who exclusively works on a construction site as a non-designated Artisan in terms of clause 17 of this Agreement and is engaged in all of the following activities:

- (a) Using tools of the trade effectively;
- (b) Identifying and transferring datum and grid lines;
- (c) Setting out and marking out accurately;
- (d) Drilling holes at correct centres, plumb and square;
- (e) Using correct lengths of plugs and screws;
- (f) To accurately and effectively install windows, doors, shop fronts, curtain walls, glass assemblies, glass balustrades, roof tiles, attached correct ironmongery, apply silicone sealant accurately and neatly.

Such an employee shall be registered as an Artisan and shall be remunerated at an Artisan's rate and receive the benefits of an Artisan.

"Aluminium Manufacturing Worker" means an employee registered as a Tradesman Class 3 of this Agreement and is engaged in all of the following activities:

- (a) Interpreting the working drawing for a particular product including relevant details;
- (b) Doing all setting out activities and making up all materials for machining or further processing;
- (c) Processing material with on-programmable machine/tools;
- (d) Reporting technical complications and effectively performing his/her function within the production line as prescribed by such working drawing.

"Area A" means the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood, Mitchells Plain, Bellville, Kuils River, Somerset West and Strand.

"Area B" means the Magisterial Districts of Paarl, Wellington, and Stellenbosch.

"Area C" means the Magisterial District of Malmesbury.

"Area D" means the Municipal Area of Overstrand.

"apprenticeship" means a Learner/Apprentice registered with the Construction SETA as an apprentice.

"Apprentice 3<sup>rd</sup> Year" and a means an employee who has completed 75%-99% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Apprentice 2<sup>nd</sup> Year" means an employee who has completed 55%-74% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Apprentice 1<sup>st</sup> year" means an employee who has completed less than 55% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Artisan" means a person who is registered as such in terms of clause 17 of this Agreement.

"assistant floor layer means an employee who is registered as such with the Council and who works under the supervision of a floor layer and shall be remunerated as a Tradesman Class 2.

"block" means a walling unit of which the face dimensions exceed either 300mm in length or 150mm in height.

"blocklayer" means any person who is registered as a Tradesman Class 2 with the Council and who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs.

"BIBC" means "the Building Industry Bargaining Council (Cape of Good Hope)"

"Building Industry" or "Industry" means, subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, and without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or making articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere: Provided that such manufacturing activities shall be limited to the specific manufacturing activities that are mentioned in the following trades or subdivisions thereof, and shall further be limited to the carrying out of such activities by an employer who is associated with his employees for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures for use by him in the conducting of building work, and includes all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were not carried out for the purpose of preparing the sites for building operations but does not include clerical employees and administrative staff, nor the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures, and the installation, maintenance or repair of lifts in the buildings:

*Alternative building systems:* including all alternative building systems utilized for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures. These systems include, but are not limited to the following type of activities:

- Tilt-up construction techniques
- Use of interlocking or self-locking blocks
- Hollow core walling technique
- Metal containers to form a structure

*Asphalting,* which includes covering floors or flat and/or sloping roofs, waterproofing or damp-proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, or any other type of solid or semi-solid asphalt, mastic or emulsified asphalt or bitumen's, applied either hot or cold to such roofs, floors, basements or foundations;

*bricklaying*, which includes concreting and fixing glass bricks, concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drain laying, slating, roof tiling, cement-caulking earthenware pipes, bituminous work, asphaltting and sheeting, and the erecting of prefabricated concrete structures or garden walls and/or boundary walls with posts or slabs;

*concrete work*, which includes the supervision of concrete being placed in situ and levelling the surfaces thereof;

*French polishing*, this includes polishing with a brush or pad, and spraying with any composition.

*"Floor laying and wall covering"* – Flooring which includes laying and fixing of floors of wood, mosaic, composition, rubber or any other material; sandpapering of same, and the fixing of all types of flooring or wall coverings in tile or sheets, including resilient flooring, linoleum, inlaid linoleum, althoid, asphalt tiles or asphalt based materials, cork, rubber, carpeting, vinyl and plastic compositions; supervision of artisan's assistants engaged on floor laying and floor and wall covering.

*glazing*, which includes the cutting and/or fixing of all kinds of glass or other like products into the rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

*joinery*, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, including cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

*masonry*, which includes stone masonry, stone-cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and fixing or building pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a portable spinner and flexible cutting, finishing and other stone working machine, stone-polishing machinery, and sharpening mason's tools and drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing of the material whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*Mass-manufacturing section*: means that section of the building industry in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes of articles and/or component parts for articles and/or the assembly of articles which are manufactured for use in the erection, completion, renovation, repair, maintenance or alteration of building or structures and include all work executed or carried out by persons in such workshops, excluding clerical employees and administrative staff, who are engaged in the mass manufacture and/or assembly of roof trusses, laminated beams, mouldings, skirting boards,

panelling, ceiling boards, hollowcore floor panels, cantilevers, lintels, precast staircases, floor blocks, building blocks, including those manufactured from alternative materials, windows / doors / window frames and door frames made of wood, aluminium or other material, kitchen cupboards and other kitchen fittings, partitioning, shop, office and bank fittings and other fixtures which are built in and/or affixed to buildings and structures. This section includes the manufacture of wooden components which includes but is not limited to the cutting and edging of chipboard, laminating chipboard with melamine, or any other type of laminate, the manufacture of post form tops which include, but is not limited to the cutting and edging thereof with melamine.

*metal work*, which includes aluminium and includes the fixing of steel ceilings, metal windows, metal doors, builder's smith work, metal frames and metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*painting*, which includes decoration, paperhanging, glazing, distempering, lime and colour washing, staining, varnishing, graining, marbling, spraying, wall decoration, applying primer and undercoat, enamelling, gilding, lining, stencilling, wax polishing, and woodwork preservation, using rope access to apply paint and which also includes paint removal, scraping, washing and cleaning painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

*plastering*, which includes moulding, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a portable spinner and flexible cutting and finishing machine, pre-cast or artificial stone work, wall and floor tiling or cladding, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*plumbing*, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drain laying, caulking, ventilating, heating, hot and cold water fitting, fire prevention installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

*steel reinforcing*, which includes the making and erecting of shuttering and supervising the bending, placing and fixing in position of steel;

*steel construction*, which includes the fixing of metal or steel roof sheeting and/or wall cladding, all classes of

steel or other metal columns, girders, steel joints or metal in any form which forms part of a building: Provided that the on-site assembly, placing and fixing in position and erection of the metal or steel framework (excluding metal or steel roof sheeting and/or wall cladding) that is to form part of a building shall be excluded from this definition when such activities are carried out by the employees of an employer who manufactures such metal or steel framework;

*woodworking*, which includes carpentry and veneer panelling and the polishing and sandpapering of same, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, fixing corrugated iron or asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, plugging walls, covering woodwork with metal and covering metal with woodwork, block and other flooring, including wood, linoleum, rubber composition, asphalt-based floor covering or cork, and the sandpapering of same, operating a of portable spinner and flexible cutting, finishing and polishing machine, shuttering and/or preparing forms of moulds for concrete, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used. For the purposes of this definition "structure" means structure in the nature of, or incidental to, a building;

"carpet fitter" means an employee who is registered as such with the Council and who, under the supervision of a carpet layer, is engaged in one or more of the following activities: a) Fixing of all types of carpet wall coverings, excluding gauging, panelling, marking out and setting out; b) Laying and/or fixing and/or fitting and/or stretching of all types of carpeting, excluding marking out and setting out.

"carpet layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities: The laying and/or fixing and/or fitting and/or stretching of all types of carpeting and carpet wall coverings, including the supervision of employees engaged in carpet fitting and the fitting of carpet wall coverings, and of general workers;

"ceiling and/or partition worker" means an employee who is registered as such with the Council and who, under the supervision of a ceiling and/or partition erector, is engaged in one or more of the following activities: all operations connected with the fixing of metal partition grids, excluding plumbing and levelling; all operations connected with the suspension of metal ceiling grids, excluding levelling; applying dry-wall tape and jointing compound; cutting and fitting of ceiling panels to metal grid systems; fitting dry-wall sheets; fitting partitions panels; fitting pre-cut glass; fitting skirting, glazing beads and cover strips; operating a compressed air nailing machine; operating a spray gun to apply glue or plaster mix; square cutting, using an aluminium cut-off saw; using a drilling machine; using a dry-wall screwdriver.

"clerical worker" means an hourly paid worker receiving benefits applicable to Tradesman Class 3.

"continuous employment" means any period during which an employee has been continuously employed by the same employer, and for this purpose periods of employment with the same employer broken by not more than 60 days from date of termination of employment to re-engagement of the employee owing to the discharge or retrenchment of the employee by the employer shall be deemed to be continuous service;

"Council" means the Building Industry Bargaining Council (Cape of Good Hope), registered in terms of section 29 of the Labour Relations Act, 1995;

"Designated Glazier" means an employee registered as an Artisan and shall be remunerated as an Artisan and shall receive the benefits of an Artisan with the Council in terms of clause 17 of this Agreement and is engaged in one or more of the following activities has completed the SAQA requirements for a Designated Glazier:

- (a) Performing all the following functions independently as prescribed on the workshop drawings; identify glass; gaskets; beads; cut glass; accurately position packers; glaze windows; glaze shop fronts; glaze curtain walls; glass and assemblies and flush glaze;
- (b) Engaged in the final fitting of glass into frames;

"driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain on duty in readiness to drive; further, for the purposes of this Agreement, a driver shall be classified in one of the following categories:

- (a) Drivers of vehicles which require the driver to be in possession of a Code C1 licence or above;
- (b) drivers of vehicles which require the driver to be in possession of a Code A, A1 or B licence or below;

"employee" means-

any person, excluding an independent contractor, who works for another person and who receives, or is entitled to receive, any remuneration; and any other person who in any manner assists in carrying on or conducting the business of the employer;

"employer" means any person, including an independent contractor, who employs or provides work to any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business; including ensuring registration with the

BIBC of sub-contractor and their respective sub-contractors and includes any person who carries on an associated or related activity or business by or through an employer if the intent or effect of their doing so is or has been to directly or indirectly defeat the purposes of this Agreement.

"fixed-term contract" means a contract terminating on a special date stipulated in the contract;

"floor layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities: laying and fixing of all types of floor or wall coverings, including wood, composite rubber, resilient flooring, linoleum, asphalt tiles, or asphalt based materials, cork, rubber, vinyl, and plastic composition or any other similar material excluding carpeting, and supervising of assistant floor layers and general workers.

"general worker" means not a Labourer but a person who has developed specific skills recognised by his employer.

"general fund" means Council funds excluding Sick Fund, Medical Aid Fund, Tool Fund, Pension and Provident Funds, Holiday and Bonus Funds.

"glazier" means an employee who is engaged in the final fitting and fixing of glass into frames who is registered with the Council as such and who has been issued with a registration card.

"industrial action" means any action contemplated in terms of the definition of "strike" and "lockout", respectively, in the Labour Relations Act, 1995;

"joinery assembler" means an employee who is registered as a Tradesman Class 3.

"labourer" is an employee responsible for cleaning and carrying out various unskilled manual and mechanised tasks, relating to the mixing and placing of materials, for incorporation into the final building elements, as well as those required in temporary or false works, as well as all unskilled aspects of work pertaining to the general preparation of construction sites for the erection, alteration to and modification of, structures and buildings, including the unloading, moving, placing and loading of raw materials, plant and equipment and the operation and cleaning of small construction machinery, such as concrete mixers, compactors and concrete vibrating equipment.

"leading hand/junior foreman" means an hourly paid person in a supervisory position receiving benefits applicable to an artisan.

"Machine Operator" means an employee who is registered as a Tradesman Class 2 and is engaged in all of the following activities:

- (a) Interpreting the working drawings and details for machining;
- (b) Independently setting out and marking up all material for machining and processing;
- (c) Independently operating a programmable machine to cut or cut out openings/slots/grooves on materials as per details on working drawings;
- (d) Write up formulae for programmable machine;
- (e) Performing minor checks and minor machine repair.

"manufacturing worker" means an employee who is registered as a Tradesman Class 4,

"Monumental Masonry Industry" means the industry in which employers and employees are associated for the purpose of making and erecting gravestones and cemetery memorials of all types.

"Non-Designated Glazier" means an employee registered as a Tradesman Class 2 and shall be remunerated as a Tradesman Class 2 and receives the benefits of a Tradesman Class 2 and is engaged in all of the following activities but has not completed the requirements for a Designated Glazier:

- (a) Performing all the following functions independently as prescribed on the workshop drawings; identify glass; gaskets; beads; cut glass; accurately position packers; glaze windows; glaze shop fronts; glaze curtain walls; glass and assemblies and flush glaze;
- (b) Engaged in the final fitting of glass into frames;

"normal working hours" means the number of hours that a particular employer has contracted with an employee to be worked on any normal working day, but excluding all overtime hours worked on any day;

"normal working day" means any day that a particular employer has contracted with an employee to be a normal working day including public holidays that fall on a normal working day, but excludes all other days that do not fall on a normal working day, that are to be remunerated at overtime rate of pay;

"off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out and which are registered or are liable for registration as a 'factory' in terms of the provisions of the Occupational Health and Safety Act 85 of 1993 as amended, and on which any activities in connection with the mass-manufacturing of the building industry, using woodworking machines including, but not limited to, portable electric and/or pneumatic tools, are being carried out."

"paving" is a surface that is constructed by manual or mechanical means utilising pre-manufactured segmental, slab, brick, block or cobble units laid to form a hard surfacing. Areas of application shall be deemed to include all sites requiring such surfacing. This includes, but is not limited to, parking areas, pavements, driveways, pool surrounds, patios, roads and forecourts.

"period determined by the Council" means a period prescribed to be not later than the 7th day of each month in respect of every employee employed by the employer during the preceding month;

"plant operator" means a person operating a power-driven plant, and for the purposes of this Agreement, a plant operator shall be classified in one of the following categories:

Operators of plant which requires the plant operator to be in possession of a Code C1 licence or above;

operators of plant which requires the plant operator to be in possession of a Code A, A1 or B licence;

"crane drivers" with proven competencies as per the Driven Machinery Regulations Code C41 (tower crane top slewing) or Code C42 (tower crane bottom slewing).

"roofer" means an employee who is a Tradesman Class 2 who is responsible for the setting out of a roof from drawings or otherwise, who determines the positions of battens, slates, tiles, sheets and other roofing materials, including shingles, thatch, etc. who may fix flashings, gutters and downpipes to roofs, who is in charge of and supervises the work of others engaged in roof construction.

"scaffold" means any structure of framework used for the support of persons, equipment and material in elevated positions in connection with building or excavation work.

"scaffold erector" means an employee able to identify, erect and dismantle all types of scaffolding systems according SANS 10085.

"structure" includes walls, boundary, garden and retaining walls and monuments.

"security guard" means any employee who is engaged in protection or safeguarding property and/or premises in any manner, including but not limited to guarding, patrolling, watching over of security property and/or premises;

"skills and education trust" means the MBAWC Skills and Education Trust, trust deed number IT1029/2001;

"temporary employment service" or Labour Broker means any person who, for reward, procures for or provides to a person (hereinafter referred to as the 'client') other persons-

- (a) who render services to, or perform work for, the client; and

(b) who are remunerated by the temporary employment services;

"Tradesman Class 2" means an employee who has completed 75%-99% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Tradesman Class 3" means an employee who has completed 55%-74% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Tradesman Class 4" means an employee who has completed less than 55% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"wage" means the basic wage prescribed in terms of clause 19 of this Agreement in respect of the ordinary hours laid down in clause 20.

"waterproofing worker" means an employee who is registered as such with the Council and who, is engaged in one or more of the following activities: Waterproofing and damp proofing of all horizontal, sloping or vertical surfaces (including all types of tanking) with all types of roofing membranes, sheetings and liquid or semi-liquid or mastic coatings; Applying protective paint and/or coating to waterproofing surfaces; All other work in connection with waterproofing and damp proofing.

(2) Any person who works for or renders services to any other person is presumed, until the contrary is proved, to be an employee, regardless of the form of the contract, if any one or more of the following factors are present;

- (a) the manner in which the person works is subject to the control or direction of another person;
- (b) the person's hours work are subject to the control or direction of another person;
- (c) in the case of a person who works for an organisation, the person is a member of that organisation;
- (d) the person has worked for that other person for part of a working day over the last three months.
- (e) the person is economically dependent on the other person for whom that person works or renders services;
- (f) the person is provided with tools of trade or work equipment by the other person; or

- (g) the person only works for or renders service to one person.
- (3) Sub clause (2) does not apply to any person who earns in excess of the amount determined from time to time by the Minister of Labour in terms of section 6(3) of the Basic Conditions of Employment Act, 1997.
- (4) In this Agreement, unless the context indicates otherwise words importing the singular shall include the plural and vice versa, words importing any gender shall include the other gender and words importing persons shall include partnership and bodies corporate or any other format of business.

## **CHAPTER TWO: GENERAL DUTIES OF EMPLOYERS AND SUB-CONTRACTING PARTIES**

### **6. REGISTRATION OF EMPLOYERS**

- (1) Every employer in the Industry who falls within the registered scope of the Council shall register with the Council within 14 (fourteen) calendar days of operating within such scope of this Agreement.
- (2) (a) An employer shall register with the Council by furnishing the required particulars to the Council on the prescribed form and shall warrant thereon that application has been made for registration with the South African Revenue Services for employee tax and value-added tax (if applicable), registration with the Unemployment Insurance Fund and registration under the Compensation for Occupational Injuries and Diseases Act.
- (b) The Council may refuse to register any person or legal entity as an employer if such employer or entity consists of substantially the same person or persons as a previously registered person or entity and there remains a debt due to the Council by the previously registered person or entity. Where the Council agrees to such a registration, the registration shall be subject to that person providing a wage guarantee equal to not less than 10 general workers' employment for three months.
- (3) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of such change or of ceasing operations.
- (4) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to each employer registered. A newly registered employer shall be entitled to receive from the Council free orientation training on employment legislation, this Agreement and the preparation of wage records.

- (5) (a) The Council shall have the right at any time to call upon any employer to submit a return, in a form and manner prescribed by the Council, a schedule of all sub-contractors, the number of employees and their category of employment engaged by all contractors on any project or site from time to time.
- (b) The Council shall without prejudice to any other rights it may have against the employer, apply the guarantee as per clause 6(2)(b), should it be proven that the employer has breached this Collective Agreement three or more times over a 12 month rolling period.
- (c) A newly registered employer shall be regarded as being compliant for a period of two weeks which period shall commence from the date of registration with this Council, if the employer is new to the Building Industry.
- (d) The Council shall without prejudice to any other rights it may have to require an employer, who at time of registration has not registered any employees, to submit a wage guarantee as described in clause 6(2)(b) of this Agreement.

#### 7. COMPLIANCE BY EMPLOYERS, SUBCONTRACTING AND USE OF TEMPORARY EMPLOYMENT SERVICES

- (1) The Council shall keep a register of employers in good standing and a register of employers not in good standing which registers shall be generally made known and published and shall be available to any person on request.
- (2) An employer shall be in good standing with the Council for purposes of this clause if:
- (a) the employer is registered as an employer with the Council: and
- (b) the employer is compliant with all obligations provided for in this Agreement to be fulfilled by an employer.
- (3) No employer ("the subcontracting party") may subcontract any work (this includes the provision of temporary employment services) that falls under the definition of "Building Industry" or "Industry" in clause 5 of this Agreement, to another person who is subject to this Agreement ("the subcontractor"), unless both the subcontracting party and the subcontractor are, at all times during the subcontracting, employers in good standing.
- (4) Regardless of whether or not sub clause (3) above has been complied with-
- (a) section 200B of the Labour Relations Act, 1995 applies to a subcontracting party who, by or through a subcontractor, intends or the effect of doing so is or has been to directly or indirectly defeat the purposes of this Agreement

(b) the subcontracting party and the subcontractor (or the temporary employment service) are jointly and severally liable if the subcontractor, in respect of any of its employees, contravenes:

- (i) This Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits;
- (ii) A binding arbitration award that regulates or relates to terms and conditions of employment; or
- (iii) The Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

(5) No person may utilize a temporary employment service or Labour Broker for work in connection with the Building Industry unless, both the person and the temporary employment service are, at all times during the use of the temporary employment service, employers in good standing with the Council. The provisions of section 198 of the Labour Relations Act, 1995 shall apply to any person who enters an agreement to utilize a temporary employment service or Labour Broker for work in connection with the Building Industry.

#### 8. REGISTRATION OF EMPLOYEES

- (1) All persons employed in the Building Industry shall be registered with the Council and the employer of such employee shall be responsible for the registration of the employee, including apprentices and learners, with the Council within ten (10) working days of commencement of employment, provided that all provisions of this agreement are applicable from the later of the first day of employment or from the date of this Agreement coming into agreement including, but not limited to, minimum wages and employee benefit contributions.
- (2) The Council shall issue to each registered employee a Bargaining Council identity card and the employee shall be required to retain that card at all times whilst engaged in work in the Building Industry.
- (3) The Council shall bear the initial costs of the Bargaining Council identity card, but the employee may be liable for the costs of the replacement of any identity card.
- (4) Every employee who has been registered in terms of this clause shall, upon accepting employment in the Industry, produce his/her BIBC identity card to his/her employer and also to any Agent of the Council on request.

## 9. WAGE PAYMENT PROCEDURE

### (1) Payment of wages:

- (a) An employee shall receive payment of his wages at a time and place determined by his employer: Provided that payment shall be made-
- (i) at weekly, fortnightly or monthly intervals;
  - (ii) in cash, by cheque or by means of electronic bank transfer, as agreed, between the employer and the employee; and
  - (iii) not later than close of business on the final working day of each pay interval.
- (b) With the exception of payment by means of electronic bank transfer, an employee's remuneration shall be paid to him on the site where he is employed, or at the office or workshop of the employer.
- (c) An employee whose services are terminated shall receive payment of the appropriate wage on or before the date of termination of his services.
- (d) Every employer shall provide each of his employees the following information in writing (payment advise or payslip) on each day the employee is paid:
- (i) The employer's name and physical address;
  - (ii) the employee's name and occupation;
  - (iii) the period for which the payment is made;
  - (iv) the employee's remuneration in money;
  - (v) the amount and purpose of any deduction made from the remuneration including contributions to the Council stipulating each contribution separately;
  - (vi) the actual amount paid to the employee;
  - (vii) the employee's rate of remuneration and overtime rate;

- (viii) the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
- (ix) the number of hours worked by the employee on a Sunday or public holiday during that period;
- (x) The payslip shall indicate the calculation of the employee's gross remuneration, deductions, overtime payments, allowances and net remuneration.

(e) All payment advices and payments made in cash shall be enclosed in a sealed envelope.

(f) An employer shall, at the time of payment of an employee's remuneration, make the requisite benefits payment to the Council via the benefit code system within the prescribed period.

(2) **Deductions from wages:** An employer shall be entitled to make deductions from an employee's wages-

(a) in respect of deductions prescribed in the following clauses:

- (i) 33(4) in terms of the Pension Fund or Provident Fund;
- (ii) 45(1) in terms of the Council levy;
- (iii) 48 and 50 in terms of trade union subscriptions;
- (iv) 53 in terms of the WP Building and Allied Trades' Sick Fund;
- (v) 35(3) in terms of the Medical Aid Fund;

(b) if he is entitled or required to do so by law; and

(c) if there was an error made in the payment to the employee by the employer or by Council,

(d) in respect of any other matter, with the employee's written consent.

## 10. RECORD KEEPING

### (1) Written particulars of employment

An employer must supply an employee, when the employee commences employment, with the following particulars in writing—

- (a) the full name and address of the employer;
- (b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;
- (c) the place of work, and, where the employee is required or permitted to work at various places, an indication of this;
- (d) the date on which the employment began;
- (e) the employee's ordinary hours of work and days of work;
- (f) the employee's wage or the rate and method of calculating wages;
- (j) how frequently remuneration will be paid;
- (k) any deductions to be made from the employee's remuneration;
- (n) a description of the Council
  - (o) any period of employment with a previous employer that counts towards the employee's period of employment;
  - (p) a list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

### (2) When any matter listed in subsection (1) changes—

- (a) the written particulars must be revised to reflect the change; and
- (b) the employee must be supplied with a copy of the document reflecting the change.

### (3) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.

### (4) Written particulars in terms of this section must be kept by the employer for a period of three years after the termination of employment.

### (5) Keeping of records:

Every employer must keep a record containing at least the following information:

- (a) the employee's name and occupation;
- (b) the time worked by each employee;

- (c) the remuneration paid to each employee;
- (d) the identity number or other available identification number; and
- (e) any other information prescribed by any law.

(6) No person may make a false entry in a record maintained in terms of subsection (5).

#### 11. STORAGE AND PROVISION OF TOOLS

- (1) Every artisan, learner or apprentice shall be required at all times to be in possession of such tools as are necessary to perform the designated category of work in respect of which he is registered, and shall further be required to maintain such.
- (2) Every employee shall be required to provide his own toolbox, which is capable of being securely locked, for the storing of his tools when not in use.
- (3) An employer shall provide a suitable place to store an employee's toolbox at each site, and shall ensure that such place is locked at all times. This provision shall not apply to jobbing work.

#### 12. SHELTER AND ABLUTION FACILITIES

- (1) At any site where the building operations are being carried out employers shall provide suitable accommodation (refer to clause 27 for overnight accommodation) in terms of the construction regulations-
  - (a) to serve as shelter for employees during wet weather; and/or
  - (b) to serve as a change room: Provided that the provisions of this sub clause shall not apply to jobbing work and on sites where fewer than ten employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change room.
  - (c) Such accommodation may be any lockable shed, room or similar place constructed of walls and a roof composed of concrete, brickwork, wood, iron or any combination thereof or any other material approved by the Council and the whole to be so constructed as to provide a place for employees to change their clothes, to wash and to take shelter.
  - (d) Such accommodation may include clothes lockers or similar lock-up facilities in which employees can safely store changes of clothing and other personal possessions while at work.
- (2) An employer shall provide proper and adequate sanitary accommodation on each job, which shall at all times be maintained in a hygienic and proper condition, and shall further conform to the legislation of the local authority in whose area the job is situated.

### 13. NOTICE BOARD

- (1) Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice-board of a size not less than 60 cm by 45 cm or a notice board approved by the Council showing clearly the name and trading name of the company or partnership and address of such employer or partnership in letters not less than 75 mm high, provided that sub-contractors may use letters not less than 50mm high.

### 14. HEALTH AND SAFETY

- (1) Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.
- (2) Without derogating from the generality of an employer's duties under subsection (1), the matters to which those duties refer include in particular-
- (a) the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;
  - (b) taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
  - (c) making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
  - (d) establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;

- (e) providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees;
- (f) as far as is reasonably practicable, not permitting any employee to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- (g) enforcing such measures as may be necessary in the interest of health and safety;
- (h) ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- (i) causing all employees to be informed regarding the scope of their authority as contemplated in this section.

(3) Every employee shall at work-

- (a) take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions;
- (b) as regards any duty or requirement imposed on his employer, co-operate with such employer or person to enable that duty or requirement to be performed or complied with;
- (c) carry out any lawful order given to him, and obey the health and safety rules and procedures laid down by his employer or by anyone authorized thereto by his employer, in the interest of health or safety;
- (d) if any situation which is unsafe or unhealthy comes to his attention, as soon as practicable report such situation to his employer or to the health and safety representative for his workplace or section thereof, as

the case may be, who shall report it to the employer; and

(e) if he is involved in any incident which may affect his health or which has caused an injury to himself, report such incident to his employer or to anyone authorized thereto by the employer, or to his health and safety representative, as soon as practicable but not later than the end of the particular shift during which the incident occurred, unless the circumstances were such that the reporting of the incident was not possible, in which case he shall report the incident as soon as practicable thereafter.

(4) No person shall intentionally or recklessly interfere with, damage or misuse anything which is provided in the interest of health or safety.

(5) An employee will only be permitted on site if wearing protective clothing as provided by the employer.

(6) No employer shall in respect of anything which he is in terms of this section required to provide or to do in the interest of the health or safety of an employee, make any deduction from any employee's remuneration or require or permit any employee to make any payment to him or any other person.

### CHAPTER THREE: CATEGORIES OF EMPLOYMENT

#### 15. GENERAL PROVISIONS

(1) All Employees shall be registered as defined in Clause 5 and receive the benefits and wages associated with the categories of employment.

Employers must contact the Council on the first day of employment to establish the employee's registered category.

#### 16. LEARNER/APPRENTICESHIP

(1) **Learner/Apprentice:** A registered employer or an employers' organisation acting in terms of a group scheme may employ a person as a Learner/Apprentice under a contract of Learner/Apprenticeship in accordance with the Skills Development Act, 1998 as amended, and the Council shall register such person as a Learner/Apprentice subject to the following terms and conditions:

- (a) The person has first been registered as a Learner/Apprentice by the Construction Education Training Authority (CETA).
- (b) The Learner/Apprentice shall be entitled to perform work in a designated trade only once the Council has received from the CETA a valid certificate of registration for the Learner/Apprentice in respect such trade.
- (c) For purposes of his Learner/Apprenticeship, the Learner/Apprentice shall be entitled to undergo training with his employer or under the auspices of any accredited training institution.
- (d) Upon successful completion by the Learner/Apprentice of the necessary group of credits in respect of a course of training as provided for in sub clause (2) below, the Council shall re-register the Learner/Apprentice in the appropriate tradesman category.
- (e) A Learner/Apprentice shall be entitled to the payment of wages in accordance with the wage prescribed in terms of clause 19 in respect of the category of tradesman in which he is registered from time to time.

(2) Learner/Apprentice/Apprentice:

- (a) An Apprentice in a specified category shall be registered as follows:
  - (i) In respect of Apprentice (1<sup>st</sup> year), where he has completed less than 55 per cent of the credits of the prescribed course.
  - (ii) In respect of Apprentice (2<sup>nd</sup> year), where he has completed 55 to 74 per cent of the credits of the prescribed course,
  - (iii) In respect of Apprentice (3<sup>rd</sup> year), where he has completed 75 to 99 per cent of the credits of the prescribed course.
- (b) Employers and trade unions shall endeavour to ensure that Learner/Apprentices complete their training within the specified time.
- (c) Subject to the employee agreeing, any person who has been employed within or outside the registered scope of the Council as a skilled worker, other than an artisan qualified in terms of sub clause 17, shall be required to undergo a prior learning assessment with an accredited training provider in order to determine the unit standards in which he/she is competent and in respect of which he/she should be

credited with and, pursuant thereto, shall be registered as a Learner/Apprentice in a particular category, as follows:

	<i>Proficiency</i>	<i>Class</i>
(i).	Below 55 per cent	Learner/Apprentice Year 1/Tradesman Class 4
(ii).	55-74 per cent	Learner/Apprentice Year 2/Tradesman Class 3
(iii).	75-99 per cent	Learner/Apprentice Year 3/Tradesman Class 2
(iv).	Completed all credits	Artisan

#### 17. ARTISANS

- (1) An employee shall be registered as an artisan once he has completed and passed the trade test or has completed the number of credits that qualify him to work as an artisan and his employer has requested registration in writing. An artisan shall be entitled to the payment of wages in accordance with the wage prescribed for his category in terms of clause 19.
- (2) If at any stage an employer is of the opinion that a registered artisan is not performing his duties to an acceptable level of proficiency, the employer may, at its own cost, require that artisan to undergo a proficiency test, in which case the artisan shall be obliged to undergo such test.
- (3) In this clause, a credit means a credit as defined from time to time under the regulations made under the South African Qualifications Authority Act, 1995 as amended.
- (4) The registered trades shall be as follows:

UNIT STD	TRADE	DESCRIPTION
641201	Bricklayer	Bricklayers & related works lay bricks, pre-cut stones & other types of building blocks in mortar to construct and repair walls, partitions, arches & other structures
641301	Stonemason	Stonemasons, stonecutters, splitters & carvers cut and shape hard and soft stone blocks and slabs for the construction and maintenance of stone structures and monumental masonry, and carve designs and figures in stone
641303	Refractory Mason	Stonemasons, stonecutters, splitters & carvers cut and shape hard and soft stone blocks and slabs for the construction and maintenance of stone structures and monumental masonry, and carve designs and figures in stone
641501	Carpenter & Joiner	Carpenters & Joiners cut, shape, assemble, erect, maintain & repair various types of structures and fittings made from wood and other materials
641502	Carpenter	Carpenters & Joiners cut, shape, assemble, erect, maintain & repair various types of structures and fittings made from wood and other materials
641503	Joiner	Carpenters & Joiners cut, shape, assemble, erect, maintain & repair various

		types of structures and fittings made from wood and other materials
642201	Wall and Floor Tiler	Floor layers & tile setters install, maintain & repair flooring , and cover floors walls and other surfaces with tiles or mosaic panels for decorative and other purposes
642302	Plasterer	Plasterers install, maintain and repair plasterboard in buildings and apply decorative and protective coverings of plaster, cement and similar material to the interiors and exteriors of structures
642501	Glazier	Glaziers measure , cut, finish, fit and install flat glass and mirrors
642601	Plumber	Plumbers & pipe fitters assemble, install, repair and maintain pipe systems , fittings and fixtures for water, gas, drainage, sewerage systems, and hydraulic and pneumatic equipment
643101	Painter	Painters & related workers prepare surfaces of buildings and other structures for painting , apply protective coatings to manufactured items or structures
682303	Wood	Woodworking machine tool setters and operators set-up or operate and monitor

	Machinist	automatic or semi-automatic woodworking machines, such as precision sawing, shaping, planing, boring, turning and woodcarving machines to fabricate or repair wooden parts
682304	Wood Turner	Woodworking machine tool setters and operators set-up or operate and monitor automatic or semi-automatic woodworking machines, such as precision sawing, shaping, planing, boring, turning and woodcarving machines to fabricate or repair wooden parts

#### CHAPTER FOUR: MINIMUM WAGES, WAGE AND BENEFIT PARITY

##### 18. WAGE PARITY

- (1) Wage and Benefit Parity between the areas within the scope of this agreement: The areas within the scope of the agreement shall be on par with the wages and benefits of Area A as at:

Area D: 1 November 2022

##### 19. MINIMUM BASIC WAGES

- (1) Basic Wages:

- (a) The basic wages in the Industry shall be as follows:

From the date of coming into operation of this Agreement to 31 October 2020:

Category of Employee	Minimum Wage Per Hour	Minimum Wage Per Hour	Minimum Wage Per Hour
	Area A	Area B and C	Area D
	R	R	R
(i) Labourer	30.06	30.06	28.79
(ii) General Worker	39.07	39.07	36.55
(iii) Tradesman Class 4, manufacturing worker, waterproofing worker and scaffold erector	42.63	42.63	41.37
(iv) Tradesman Class 3, clerical worker, joinery assembler, Aluminium Manufacturing Worker and Alternative Building System Installer 3	47.02	47.02	45.92
(v) Tradesman Class 2, machine operator, glazier, assistant floor layer, carpet fitter, block layer	64.10	64.10	62.07
(vi) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	53.51	481.59 per day	456.74 per day
(vii) Drivers of all other vehicles that require a code A, A1 or B licence	40.29	362.60 per day	342.62 per day
(viii) Artisan (including a Bricklayer, Stonemason, Carpenter, Joiner, Tiler, Plasterer, Designated Glazier, Plumber, Painter, Aluminium installer/fixer, Leading hand and Junior Foreman)	85.86	85.86	83.10
(ix) Security Guard (Employees engaged in patrolling premises and guarding property)	361.06 per day	361.06 per day	340.58 per day.
(x) Apprenticeship Year 1	30.06	30.06	28.79
(xi) Apprenticeship Year 2	42.93	42.93	41.56
(xii) Apprenticeship Year 3	64.40	64.40	62.33

For the period 1 November 2020 to 31 October 2021 the wages applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

For the period 1 November 2021 to 31 October 2022 the wages applicable from 1 November 2020 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

- (b) Nothing in this clause shall prevent an employer from paying more than the prescribed basic wage: Provided that no party to this Agreement, nor any employee, shall be entitled to embark upon industrial action to compel an employer to pay more than the basic wage prescribed in this Agreement.
- (c) Provided that if an employer regularly pays an employee a wage higher than the basic wage in respect of the ordinary hours, the prescribed basic wage shall mean such higher amount and the employee shall qualify for the equivalent amount of increase in the basic wage for that category of employee on 1 November each year.
- (d) The basic wage payable in terms of sub clause (1) shall be deemed to include allowances for inclement weather, walking time and transport costs.

## CHAPTER FIVE: TERMS OF EMPLOYMENT

### 20. ORDINARY HOURS OF WORK

- (1) No employee shall ordinarily be required to work more than the following hours:

Category		AREA A		AREA, B, C AND D	
		Daily hours	Weekly hours	Daily hours	Weekly hours
(i).	Security guard	9 hours	45 hours	9 hours	45 hours
(ii).	Driver	8 hours 45 minutes	42 hours	9 hours	45 hours
(iii).	General worker, Labourer	8 hours 30 minutes	41 hours	9 hours	44 hours
(iv).	All other employees	8 hours	40 hours	9 hours	44 hours

- (2) With the exception of security guards, who shall be required to work not more than six consecutive days in any week, ordinary hours shall be worked daily between 7:00 and 19:00, Mondays to Fridays.

### 21. OVERTIME

- (1) An employee shall be entitled to payment in respect of overtime worked in accordance with this clause as follows: Provided that in areas B, C and D the first hour of overtime worked Mondays to Thursdays shall be at the basic rate if the work is performed on a construction site and not in a closed shop or controlled workshop environment:

Days worked	Multiple of basic wage	
(i).	Mondays to Saturdays, inclusive	1 ½
(ii).	Sundays	2

- (2) All time worked in excess of the number of ordinary working hours on any day shall be overtime.
- (3) An employer may request, which request shall not be unreasonably rejected, an employee to work, overtime for a period not exceeding three hours daily, from Mondays to Fridays, and not exceeding eight hours on Saturdays or Sundays: Provided that the maximum number of hours' overtime worked in any week shall not exceed the maximum hours' overtime prescribed in the Basic Conditions of Employment Act: Provided further that an employer and any employee who is required to drive motor vehicles may agree and contract that a maximum of one hour's overtime prior to the commencement or ordinary hours of work and a maximum of one hour's overtime at the conclusion or ordinary hours of work each day be compulsory overtime for the purpose of transporting employees to and from their place of work, subject to the requirement for an employee to transport workers being included in a separate agreement between employer and employee.
- (4) An employee who is engaged in a continuous process of work shall be obliged to work until that process has been completed and shall be paid at overtime rates, if applicable.

## 22. FLEXIBLE WORKING HOURS

- (1) An employer and an employee may contract to work either a compressed working week or to average the hours of work.
- (2) **Compressed working week:** an agreement in writing may require or permit an employee to work up to twelve hours in a day, inclusive of the intervals required in terms of clause 23 without receiving overtime pay.

- (3) An agreement in terms of sub-clause (2) may not require or permit an employee to work
- (a) more than 45 ordinary hours of work in any week;
  - (b) more than ten hours' overtime in any week; or
  - (c) on more than five days in any week.
- (4) **Averaging hours of work:** the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of an agreement in writing.
- (5) An employer may not require or permit an employee who is bound by a written agreement in terms of sub clause (4) to work more than
- (a) an average of 45 ordinary hours of work in a week over the agreed period.
  - (b) an average of five hours' overtime in a week over the agreed period.
- (6) A written agreement in terms of sub clause (4) lapses after 12 months.
- (7) Sub clause (6) only applies to the first two collective agreements concluded in terms of sub clause (4).

### 23. INTERVALS/LUNCH AND TEA BREAKS

- (1) Every employee shall be entitled to daily meal and/or rest intervals totalling not more than 60 minutes, which shall not form part of ordinary working hours, and shall be at such times as agreed on with his employer.
- (2) No employer shall require an employee to work for more than five hours continuously without an interval.

### 24. SHIFT WORK

- (1) An employer may require his employees to work shifts: Provided that no employee shall be required to work more than one 8-hour or 12-hour shift in any period of 24 hours.

- (2) An employee who works any shift other than the shift during the ordinary hours of work shift shall receive the basic wage payable under clause 19, plus 15%: Provided that the provisions of this sub clause shall not apply to security guards.
- (3) Notwithstanding any other clause in this Agreement, security guards are required to work shifts in accordance with the employer's operational requirements: Provided that no security guard shall be required to work more than 13 hours during a night shift and 11 hours during a day shift.
- (4) Notwithstanding anything contained in sub clauses (1) to (4) above, if a security guard's shift work includes work on a Sunday or public holiday, payment in respect of such Sunday or public holiday work shall be at the ordinary basic rate, unless it constitutes overtime in accordance with clause 21 above in which case payment shall be at a rate of one and a half of the ordinary basic rate.

## 25. PUBLIC HOLIDAYS

- (1) The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognized as paid public holidays if they fall on a normal working day
- (2) The annual holiday payment made by the Council within the annual shutdown period shall be inclusive of payment for all the public holidays that fall within the three-week shutdown period, and shall include payment for the public holiday that falls on the 16<sup>th</sup> of December, notwithstanding whether or not it falls within the annual shutdown period. Notwithstanding the above, Public Holidays that fall within the annual shutdown period, but is declared after the commencement of the benefit year, will not be included in the annual holiday payment made by the Council.
- (3) An employee who is not required to work on a public holiday, which would normally be a working day, shall receive his normal daily basic wage in respect of that public holiday.
- (4) An employee who is required to work on a public holiday, which would normally be a working day shall, in addition to wages paid in terms of paragraph (a), be paid at a rate equal to his ordinary basic wage in respect of all hours worked on that day.
- (5) An employee who is required to work on a public holiday which falls on a Saturday or Sunday shall be remunerated in accordance with normal overtime rates, and shall not be entitled to any additional payment on such a public holiday.

**26. DANGEROUS WORK**

- (1) In addition to the wages prescribed in clause 19 (1), an employer shall pay his employee 10% of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work. For the purpose of this sub clause, "dangerous work" means any work classified as dangerous in any statute, provincial ordinance, municipal by-law or regulation relating to the Building Industry.

**27. OVERNIGHT ALLOWANCE AND ACCOMMODATION**

- (1) An employee who is required to work away and spend a night away from his ordinary place of residence shall be paid a living-away allowance of a minimum of the amounts as per the table below per day and the employee shall be provided with suitable accommodation by the employer in respect of each night he is required to spend away from his ordinary place of residence.

Overnight Allowance Amount per day		
From the date of coming into operation of this Agreement to- 31 October 2020	1 November 2020- 31 October 2021	1 November 2021- 31 October 2022
R	R	R
180	The allowance applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,	The allowance applicable from 1 November 2020 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

- (2) Suitable accommodation: the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. It must take into account, but is not restricted, to the following considerations: the provision of minimum amounts of space for each worker; provision of sanitary, laundry and cooking facilities, potable water; the location of accommodation in relation to the

workplace; any health, fire safety or other hazards; the provision of first aid and medical facilities; and heating and ventilation.

#### 28. TRANSPORT FOR EMPLOYEES

- (1) Employers shall not be compelled either to provide transport for employees or to pay any additional transport allowance.
- (2) If an individual employer deems it necessary for operational or logistical reasons such employer may negotiate with employees on a specific site regarding transport arrangements or additional transport allowances where no public transport exists and such employees shall be entitled to trade union representation.

#### 29. PERFORMANCE STANDARD CONTRACTS

- (1) An employer and an employee may enter into a written performance standard contract subject to agreement being reached at least five working days before the task is to commence.
- (2) Remuneration under a performance standard contract shall not be less than the basic wage plus benefits prescribed for the particular category of employee in this Agreement for normal working hours and provided that all statutory provisions for employment contracts, including unemployment insurance, income tax deductions and all provisions of this Agreement shall be observed.

#### 30. PROBATIONARY PERIOD

- (1) Any probationary period for a contract of employment shall be dealt with in accordance with the Act, and the Code of Good Practice, referred to in Schedule 8 of the Act, before termination of employment is to be made, provided that the probation period shall not be longer than three (3) months and that contributions towards employee benefits in terms of this Agreement shall be from the first day of employment, regardless of when the employee is registered at the Council.

### CHAPTER SIX: EMPLOYEE BENEFIT SCHEMES

#### 31. EMPLOYEE BENEFITS: GENERAL PROVISIONS

- (1) Every employee who works at least 7 hours on a normal working day, or who is entitled to be off duty on a public holiday that falls on a normal working day, shall be entitled to receive benefits in terms of this Agreement, and shall for the purposes of this Agreement be deemed to be an eligible employee: Provided that an employee who

works for an employer on any normal working day, but is prevented from working the full normal working hours owing to circumstances beyond his control, or for any good reason accepted by his employer, shall also be deemed to be an eligible employee in respect of that day.

- (2) An employee who has been laid off in terms of sub clause 42(1) shall not be entitled to benefits.
- (3) An employer shall contribute employee benefits in the prescribed manner from the Council for the purpose of making the contributions prescribed in this Agreement in respect of all eligible employees and pay the contributions over to the Council within the period determined by the Council for such purposes.
- (4) The Council shall retain each eligible employee's benefits record, and the benefits so purchased by the employer shall be indicated on the employee's payslip.
- (5) An employee who contracts to work compressed working weeks of less than five normal working days shall be entitled to benefits for five days for each compressed working week that is worked.
- (6) An employer who does not pay to the Council the levies and contributions payable by him and his employees each week within the period determined by the Council as defined in Clause 5 shall be liable for any benefit that would have been due to the employee in terms of this Collective Agreement.
- (7) If an employer is assessed for arrear benefits, the employer will be liable for both the employer and employee portions of the arrear benefits.

### 32. HOLIDAY FUND AND BONUS FUND

- (1) The Holiday Fund and Bonus Fund is hereby continued and shall continue to be administered by the Council for the purpose of providing eligible employees with leave and bonus pay for the annual leave period in terms of clause 39. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) An employer shall contribute to the Holiday Fund and Bonus Fund on behalf of an eligible employee in respect of each normal working day that the employee remains in his employ ("a contribution day"), an amount which shall be calculated as follows:

From the date of coming into operation of this Agreement to 31 October 2020

Category of Employee	Holiday Fund Amount per day		Bonus Fund Amount per day	
	Area A,B and C	Area D	Area A,B and C	Area D
	R	R	R	R
(i) Labourer	19.12	18.31	15.09	14.46
(ii) General Worker	24.85	23.24	19.61	18.35
(iii) Tradesman Class 4, manufacturing worker, waterproofing worker and scaffold erector	26.45	25.66	20.88	20.26
(iv) Tradesman Class 3, clerical worker, joinery assembler, Aluminium Manufacturing Worker and Alternative Building System Installer 3	29.17	28.49	23.03	22.49
(v) Tradesman Class 2, machine operator, glazier, assistant floor layer, carpet fitter, block layer	39.77	38.51	31.40	30.40
(vi) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	34.86	33.06	27.52	26.10
(vii) Drivers of all other vehicles that require a code A, A1 or B licence	26.25	24.80	20.72	19.58
(viii) Artisan (including a Bricklayer, Stonemason, Carpenter, Joiner, Tiler, Plasterer, Designated Glazier, Plumber, Painter, Aluminium installer/fixer, Leading hand and Junior Foreman)	53.27	51.56	42.05	40.70
(ix) Security Guard (Employees engaged in patrolling premises and guarding property)	26.00	26.41	22.11	20.85
(x) Apprenticeship Year 1	18.65	17.86	14.72	14.10
(xi) Apprenticeship Year 2	26.63	25.78	21.03	20.35
(xii) Apprenticeship Year 3	37.85	36.63	31.54	30.53

For the period 1 November 2020 to 31 October 2021 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

For the period 1 November 2021 to 31 October 2022 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

- (3) Every employer shall pay the contribution to the Council within the period determined by the Council for such purposes.
- (4) The Council shall determine a date before the commencement of the annual leave period in terms of clause 39 upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday and Bonus Fund: Provided that no payment shall be made from the Holiday and Bonus Fund-
  - (a) in respect of benefits contributed by an employer after 31 October each year, which benefits shall be deemed to have been issued during the following year;
  - (b) in respect of more than 245 daily benefits in any single year ending on 31 October of that year;
  - (c) if an employee fails to claim the value of the benefits within six months of the commencement of the annual leave period, unless the Council in its discretion decides otherwise, in which event the value of the benefits shall accrue to the general funds of the Council;
  - (d) in respect of deductions made in respect of an employee's Holiday and Bonus Fund entitlement in terms of clause 41(3);
  - (e) subject to the provisions of sub clause (5), prior to the date determined by the Council in terms of this clause.
- (5) In the event of an eligible employee's death, all amounts to his credit in the Holiday and Bonus Fund shall be paid to his duly appointed nominee, if any. Should no nominee survive the employee, or should a surviving nominee fail to claim payment within 12 months of the date of the employee's death, the amount to his credit shall be paid into his estate.
- (6) Subject to the provisions of sub clause (5), the amount standing to an employee's credit in the Holiday and Bonus Fund shall not be transferable, and any employee who attempts to assign, transfer cede, pledge or lend any benefits contribution shall forfeit the value to the general funds of the Council.

- (7) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the Holiday and Bonus Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.
- (8) In the event of the Council being wound up or dissolved, the Holiday and Bonus Fund shall continue to be administered by a committee appointed for such purpose by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.
- (9) In the event of there being no Council in existence at the time of expiry of this Agreement, the Holiday and Bonus Fund shall be liquidated by the committee or trustee appointed in terms of sub clause (8).
- (10) In the event of the liquidation of the Holiday and Bonus Fund in terms of sub clauses (7) or (8) the moneys remaining after the payment of all claims against the Holiday and Bonus Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Holiday and Bonus Fund the monies remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

### 33. PENSION/PROVIDENT FUND

- (1) (a) The Building Industry Pension Scheme (WP) (the "Pension Fund") and the Building Industry Provident Fund (Western Province) (the "Provident Fund") are hereby continued and shall continue to be administered by the Council in accordance with the provisions of the Act for the purpose of providing pensions to employees in respect of whom contributions are made in terms of this clause.
- (b) Every employee for whom a contribution is required in the table in sub clause (3) below shall be a member of either the Pension Fund or the Provident Fund, subject always to the rules of the said funds.
- (2) For the purpose of achieving the objects of this clause, the Council shall be entitled to enter into any agreements it deems fit and shall further be entitled to make rules in respect of the operation and administration of any fund established in terms of this clause, which may be amended from time to time.
- (3) An employer shall contribute the following amounts to the Pension Fund or the Provident Fund, as the case may be, on behalf of each eligible employee in respect of each contribution day worked:

From the date of coming into operation of this Agreement to 31 October 2020

Category of Employee	Amount per day	Amount per day
	Area A,B and C	Area D
	R	R
(i) Labourer	19.72	18.89
(ii) General Worker	25.63	23.97
(iii) Tradesman Class 4, manufacturing worker, waterproofing worker and scaffold erector	27.28	26.48
(iv) Tradesman Class 3, clerical worker, joinery assembler, Aluminium Manufacturing Worker and Alternative Building System Installer 3	30.09	29.39
(v) Tradesman Class 2, machine operator, glazier, assistant floor layer, carpet fitter, block layer	41.02	39.73
(vi) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	35.96	34.10
(vii) Drivers of all other vehicles that require a code A, A1 or B licence	27.07	25.58
(viii) Artisan (including a Bricklayer, Stonemason, Carpenter, Joiner, Tiler, Plasterer, Designated Glazier, Plumber, Painter, Aluminium installer/fixer, Leading hand and Junior Foreman)	54.95	53.18
(ix) Security Guard (Employees engaged in patrolling premises and guarding property)	28.88	27.25
(x) Apprenticeship Year 1	19.24	18.43
(xi) Apprenticeship Year 2	27.48	26.60
(xii) Apprenticeship Year 3	41.22	39.89

For the period 1 November 2020 to 31 October 2021 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%.

For the period 1 November 2021 to 31 October 2022 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%.

- (2) Every employer shall further deduct a contribution from the remuneration of each eligible employee in respect of each contribution day, which shall be calculated as follows:

From the date of coming into operation of this Agreement to 31 October 2020

Category of Employee	Amount per day	Amount per day
	Area A,B and C	Area D
	R	R
(i) Labourer	18.49	17.71
(ii) General Worker	24.03	22.46
(iii) Tradesman Class 4, manufacturing worker, waterproofing worker and scaffold erector	25.58	24.82
(iv) Tradesman Class 3, clerical worker, joinery assembler, Aluminium Manufacturing Worker and Alternative Building System Installer 3	28.21	27.55
(v) Tradesman Class 2, machine operator, glazier, assistant floor layer, carpet fitter, block layer	38.46	37.24
(vi) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	33.71	31.97
(vii) Drivers of all other vehicles that require a code A, A1 or B licence	25.38	23.98
(viii) Artisan (including a Bricklayer, Stonemason, Carpenter, Joiner, Tiler, Plasterer, Designated Glazier, Plumber, Painter, Aluminium Installer/fixer, Leading hand and Junior Foreman)	51.52	49.86
(ix) Security Guard (Employees engaged in patrolling premises and guarding property)	27.08	25.54
(x) Apprenticeship Year 1	18.04	17.28
(xi) Apprenticeship Year 2	25.76	24.93
(xii) Apprenticeship Year 3	38.64	37.40

For the period 1 November 2020 to 31 October 2021 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

For the period 1 November 2021 to 31 October 2022 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

- (3) Every employer shall pay the above contributions to the Council within the period determined by the Council.
  
- (4) (a) Subject to an eligible employee's right to nominate a beneficiary to receive any amounts which may become due in terms of the Pension Fund or Provident Fund in the event of his death before retirement, any pension benefits accruing to an employee in terms of this Agreement, shall not be transferable, and may not be ceded or pledged.  
  
(b) When an employee fails to qualify for death, disability, and/or funeral benefits in terms of the Pension Fund and/or the Provident Fund because an employer has failed to pay contributions owing by it in respect of the employee's membership, such employer shall be liable to pay to such employee or his beneficiary an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.
  
- (5) In the event of the Council's being dissolved, wound up or ceasing to operate during the currency of this Agreement, the parties shall appoint a trustee or trustees before such dissolution, winding up or ceasing to operate to perform the functions of the Council set out in this clause, and such trustees shall have all the powers vested in the Council for this purpose.

#### 34. SICK PAY FUND

- (1) The Sick Pay Fund for the Building Industry ("the Fund") is hereby continued and shall continue to be administered by the Council for the purposes of recompensing employees during periods of absence from work due to incapacity, and paying gratuities to employees in the event of permanent disability, in accordance with the rules of the Fund.
- (2) The fund shall be administered by the Council in accordance with the rules which it may make from time to time for this purpose ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules. Copies of the Rules shall be available for inspection at the offices of the Council.
- (3) Every employer shall contribute to the Fund in respect of each normal working day that an eligible employee works, an amount which shall be calculated as follows:

From the date of coming into operation of this Agreement to 31 October 2020

Category of Employee	Amount per day	Amount per day
	Area A,B and C	Area D
	R	R
(i) Labourer	3.08	2.95
(ii) General Worker	4.00	3.75
(iii) Tradesman Class 4, manufacturing worker, waterproofing worker and scaffold erector	4.26	4.14
(iv) Tradesman Class 3, clerical worker, joinery assembler, Aluminium Manufacturing Worker and Alternative Building System Installer 3	4.70	4.59
(v) Tradesman Class 2, machine operator, glazier, assistant floor layer, carpet fitter, block layer	6.41	6.21
(vi) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	5.62	5.33
(vii) Drivers of all other vehicles that require a code A, A1 or B licence	4.23	4.00
(viii) Artisan (including a Bricklayer, Stonemason, Carpenter, Joiner, Tiler, Plasterer, Designated Glazier, Plumber, Painter, Aluminium installer/fixer, Leading hand and Junior Foreman)	12.02	11.63
(ix) Security Guard (Employees engaged in patrolling premises and guarding property)	4.51	4.26
(x) Apprenticeship Year 1	3.01	2.88
(xi) Apprenticeship Year 2	4.09	4.16
(xii) Apprenticeship Year 3	6.44	6.23

For the period 1 November 2020 to 31 October 2021 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

For the period 1 November 2021 to 31 October 2022 the contributions applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1<sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,

- (4) An employee shall receive payment in the amount set out in the table below in respect of each working day, including public holidays, that he is absent owing to illness or injury in a cycle of 365 calendar days:

**CONTINUES ON PAGE 130 - PART 2**



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Normal working days absent	Class of employee	% of minimum basic wage prescribed in clause 19(1)
1st-10th	All employees	80%
11th-130th	All employees	33%

(5) Subject to the Rules of the Fund, an employee shall not be entitled to sick pay-

- (a) until 90 consecutive days' contributions have been made to the Fund in respect of such employee: Provided that contributions interrupted by a period of unemployment or a change of employer shall be deemed to be consecutive;
- (b) for more than 130 days in any 365-day cycle, calculated from the first day in respect of which the employee is entitled to sick pay;
- (c) if he is absent from work owing to an accident compensable under the Compensation for Occupational Injuries and Diseases Act, 1993;
- (d) if his absence from work is related to the use of alcohol or illegal drugs, or he is incapacitated through sickness owing to his own negligence or misconduct;
- (e) if he fails to observe the instructions of a medical practitioner, or has in the opinion of that practitioner aggravated his condition or retarded his recovery through his own actions;
- (f) if he suffers from an injury for which a third party is liable to pay or does pay compensation to him;
- (g) while he undergoes treatment prescribed by any person other than a registered medical practitioner;
- (h) if he fails to provide the Council with any relevant information which it may require;
- (i) if he is found by the Council to be fit to resume his employment or to be permanently disabled, in which event he shall cease to be entitled to sick pay from a date fixed by the Fund for this purpose; and

(j) at any time when the amount to the credit of the Fund drops below R100 000,00 and until such time as the amount to the credit of the Fund exceeds R500 000,00.

(6) The Fund shall be entitled to recover any amount paid to an employee-

(a) in consequence of false information furnished to the Fund or on behalf of such employee; and

(b) if the employee fails to notify the Fund timeously of any change in his circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim from the employee any money overpaid to him.

(7) In the case of any employee taking maternity leave, the Fund shall pay that employee 33% of her current wages for a maximum period of 120 days.

(8) The Fund shall continue to pay employer contributions to the Holiday and Bonus Fund and the Building Industry Medical Aid Fund on behalf of an employee during a period of one or more consecutive days in any pay week that the employee receives sick pay in terms of this clause.

(9) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 32(7), (8) and (9) relating to the Holiday and Bonus Fund shall apply equally to this Fund.

### 35. MEDICAL AID FUND

(1) The Building Industry Medical Aid Fund ("the Fund") is hereby continued and shall continue to be administered by the Council in terms of the Act for the purposes of-

(a) assisting members in regard to the cost of medical services incurred by them or their dependants, as may be provided in the rules of the Fund;

(b) taking such measures as the Council deems necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;

(c) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and

(d) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the rules of the Fund.

(10) The Fund shall be managed by the Council in accordance with the Rules which it may make from time to time for this purpose ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, copies of which shall be available for inspection at the offices of the Council. The Council shall appoint auditors to audit the books of account of the Fund annually.

(11) An employee who is eligible in terms of the Rules to become a member of the Fund shall contribute half of the total contribution and his employer shall contribute the remaining half of the contribution for each normal working day that the employee remains in his employ, which contribution shall be as follows:

Category of Employee	Amount per day		
	From the date of coming into operation of this Agreement to- 31 October 2020	1 November 2020 - 31 October 2021	1 November 2021 - 31 October 2022
	R	R	R
Artisan Member Employee	33.25	The contribution applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,	The contribution applicable from 1 November 2020 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,
Employers Portion Per Artisan	33.25	As per above	As per above

(12) Every employer shall deduct a contribution from the remuneration of each eligible employee in respect of each contribution day and the employer shall add to it an equal amount.

- (13) Every employer shall pay the above contributions to the Council within the period determined by the Council for such purpose.
- (14) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 32(7), (8) and (9) relating to the Holiday and Bonus Fund shall apply equally to this Fund.

## CHAPTER SEVEN: LEAVE

### 36. MATERNITY LEAVE

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

(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(7) The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966).

(8) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.

(9) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—

(a) the employee is required to perform night work or her work poses a danger to her health or safety or that of her child; and

(b) it is practicable for the employer to do so.

### 37. FAMILY RESPONSIBILITY LEAVE

(1) This section applies to an employee—

(a) who has been in employment with an employer for longer than four months; and

(b) who works for at least four (4) days a week for that employer.

(2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three (3) days' paid leave, which the employee is entitled to take—

(a) when the employee's child is born;

(b) when the employee's child is sick; or

(c) in the event of the death of—

(i) the employee's spouse or life partner; or

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(3) Subject to subsection (5), an employer must pay an employee for a day's family responsibility leave—

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

(4) In the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child adopted child, grandchild or sibling, the employee will be entitled to a further four (4) working days unpaid leave, provided that the employee notifies the employer at least twenty four (24) hours in advance and that the employee provides reasonable proof of the event. If the employee has given notice and proof of the event, the employer will not be entitled to take disciplinary action against the employee.

(5) An employee may take family responsibility leave in respect of the whole or a part of a day.

(6) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in subsection (1) for which the leave was required, provided that, if the unpaid leave is granted in terms of subsection (4), such proof is compulsory..

(7) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

### 38. LEAVE FOR TRADE UNION ACTIVITIES

(1) An employee who is an office-bearer of a representative trade union, or of a federation of trade unions to which the representative trade union is affiliated, is entitled to take reasonable leave during working hours for the purpose of performing the functions of that office.

(2) The representative trade union and the employer may agree to the number of days of leave, the number of days of paid leave and the conditions attached to any leave.

(3) An arbitration award in terms of section 21(7) of the Labour Relations Act, 1995, regulating any of the matters referred to in subsection (2) remains in force for 12 months from the date of the award.

### 39. ANNUAL LEAVE

(1) Every employee shall be entitled to 15 working days annual leave during the annual Building Industry shutdown period, the dates of which shall be determined by the Council not later than 30 June every year.

- (2) Notwithstanding the provisions of paragraph (a), an employee may agree with his employer to work during the annual leave period and shall be paid the basic wage laid down in clause 19(1) for any time worked during such period, subject to the employer granting a minimum of 10 working days during the annual shut down period.
- (3) Security guards and other employees who work during the annual leave period shall, by agreement with their employers, be granted leave equal to the period worked during annual shutdown.

#### 40. SICK LEAVE

- (1) An employee shall be entitled to sick leave in accordance with the provisions of the Sick Pay Fund for the Building Industry and clause 34 of this Agreement, and to payment for the period of such sick leave in terms thereof.

### CHAPTER EIGHT: TERMINATION OF EMPLOYMENT

#### 41. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) An employer or employee who intends terminating a contract of employment shall give the other party at least one week's written notice of termination of such contract, which notice shall be given before 12:00 on any working day, and shall commence as from 08:00 on the following working day if such contract has been for up to six months, continuous employment and two weeks written notice if such contract has been for longer than six months' continuous employment.
- (2) Notwithstanding the provisions of sub-clause (1), either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the required notice.
- (3) In the event of an employee's absconding, or not making the appropriate payment in lieu of notice, and where the employer has proven such, the employer shall be entitled to deduct the appropriate notice pay from any moneys due to the employee in terms of the Holiday and Bonus Fund.
- (4) Nothing in this sub clause shall affect the right of an employer or employee to terminate a contract of employment without notice.
- (5) A contract of employment shall be terminated automatically if an employee is absent from work without the employer's consent for a continuous period of five working days, unless the employee's absence is due to circumstances beyond his control: Provided that the employer shall investigate the absence of the employee and apply fair procedures to determine if the termination is to be made effective.

#### 42. LAY-OFF AND SUSPENSION

- (1) An employer shall be entitled to lay off an employee temporarily-
- (a) on account of inclement weather: Provided that the employer shall pay the equivalent of two hours' wages for short notice before the lay-off period commences; or
  - (b) on account of a shortage of materials, due to circumstances beyond the employer's control: Provided that the employer shall pay the equivalent of two hours' wages for short notice before the lay-off period commences;
- on account of a temporary shortage of work: Provided that one day's written notice shall be given, and that such notice include the reason for the lay-off and the period of the lay-off: Provided further that the employer shall not be liable to pay the employee any remuneration or employee benefits except as specified above during a lay-off:
- (2) An employee may be laid off for a continuous period not exceeding 20 working days and if at the end of such period the employer wishes to extend the lay-off period for a further 20 working days the employee shall first be given the option of being retrenched in accordance with the procedure laid down in clause 43: Provided that if the employee opts for the second period of lay-off of 20 working days the employer shall commence the retrenchment procedure laid down in clause 43 not later than 10 working days before the expiry of the second lay-off period: Provided further that employees shall be entitled to apply for unemployment benefits during the period of lay-off.
- (3) No employer shall unilaterally suspend or temporarily lay off an employee from work for any period as a disciplinary measure.

#### 43. RETRENCHMENT

- (1) An employer who proposes retrenchment shall, not later than ten working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which, to his knowledge, prospective retrenches may be members, with the following information in writing:
- (a) The number of employees who may be retrenched, together with their names, duration of service, Council Holiday Fund numbers, and job categories;
  - (b) the proposed date of retrenchment;

- (c) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;
  - (d) the proposed selection criteria in respect of retrenchees;
  - (e) the proposed date for consultations with the trade union(s) and/or employee(s) likely to be affected;
  - (f) the proposed severance pay; and
  - (g) the employer's proposals for assistance to retrenchees, including the possibility of re-employment.
- (2) In the event of an employee likely to be affected by the proposed retrenchment not being a union member, the information referred to in paragraph (a) shall be forwarded direct to that employee.
- (3) The trade union(s) and/or the employee(s) shall provide the employer with a written response to its retrenchment proposals by not later than three working days before the proposed date of consultation, which shall include all of its/their proposals in respect of the retrenchment.
- (4) The employer shall attempt to reach consensus with the trade union(s) and/or employee(s) on the retrenchment proposals through consultation: Provided that should consensus not be reached before the expiry of the ten-day period referred to in paragraph (a), the employer shall be entitled to implement its retrenchment proposals.
- (5) The employer shall be entitled to implement its retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refuse and/or fail to consult with the employer in accordance with this sub clause.
- (6) An employee who is retrenched in terms of this sub clause shall be entitled to severance payment of one week of that employee's current remuneration per completed year of continuous service with his employer.

**CHAPTER NINE: COUNCIL ADMINISTRATION****44. AUDIT AND ACCOUNTING**

The Council shall ensure that proper books of account and records are kept in respect of each of the Funds administered by it, and that an annual audit of each of the Funds is performed in accordance with the provisions of the Act and the Council's Constitution.

**45. EXPENSES OF THE COUNCIL**

- (1) Every employer shall deduct an amount as reflected in the table below per normal working day from the wages of each eligible employee and shall add an equal amount to the amount so deducted.

Category of Employee	Amount per day		
	From the date of coming into operation of this Agreement to- 31 October 2020	1 November 2020- 31 October 2021	1 November 2021- 31 October 2022
	R	R	R
All Employees	2.30	The levy applicable from 1 November 2019 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2020 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,	The levy applicable from 1 November 2020 shall be increased by the CPI percentage (as at the 1 <sup>st</sup> of July 2021 as published by the Statistics South Africa) provided that the minimum increase shall be 4%,
All Employers	2.30	As per above	As per above

(2) Every employer shall pay the contributions referred to in sub clause (1) to the Council within the period determined by the Council.

(3) The contribution paid to the Council in terms of this clause shall be utilized for the purpose of meeting its general expenses, and shall be administered in accordance with the provisions of the Council's Constitution.

#### 46. EXHIBITION OF AGREEMENT

(1) The parties agree that the English version of this Agreement shall determine the meaning and the intention of the parties and the translations in Afrikaans and Xhosa shall be made available by the Council for inspection by any person during working hours at the offices of the Council.

(2) Any person may acquire a copy of this Agreement by paying to the council the sum of R10,00.

(3) Each party to this Agreement shall receive two free copies of the Agreement and Constitution.

#### 47. VALUE ADDED TAX (VAT)

(1) All monetary values listed below are inclusive of value added tax:

(a) Council levies in terms of Clause 45

(b) Master Builders Association (MBA) Skills And Education Trust levy in terms of Clause 52

### CHAPTER TEN: PARTY ARRANGEMENTS

#### 48. TRADE UNION SUBSCRIPTIONS

(1) Trade unions may opt for either one of the following mechanisms, in each case deductions of trade union subscriptions may be authorized only by the affected employee, in writing:

(2) Each trade union shall be entitled to approach each employer in the industry direct for the purpose of establishing stop-order facilities for the deduction of trade union subscriptions or

(3) The employer shall deduct the Trade Union Subscription Amount (as amended by the Trade Unions from time to time) from an employee who is a member of a registered trade union and for whom wages are prescribed in clauses 19 of this Agreement.

(4) An employer shall pay the amounts deducted by him in terms of sub-clause (3) to the Council within the period determined by the Council.

(5) Each month the Council shall pay over to the trade unions all moneys so collected by the employers in terms of paragraph sub clause (3) above.

#### 49. TRADE UNION ACCESS

(1) Officials of trade union parties shall in the ordinary course of their duties have access to building sites and workshops during working hours.

Trade Union Officials shall not be allowed to interfere with the continued performance of work by any employee or approach any employee without the prior consent of the employer or his duly authorized representative, which consent shall not unreasonably be withheld.

#### 50. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Each member of an employers' organisation shall pay a membership levy to that employers' organisation in respect of each employee employed by such member entitled to benefits in terms of this Agreement.

(2) An employers' organisation shall be entitled to use the facilities of the Council for the collection of such levies.

(3) Each month the Council shall pay over to the employers' organisation all moneys so collected from the employers in terms of paragraph (1).

#### 51. MASTER BUILDERS ASSOCIATION (MBA) SKILLS AND EDUCATION TRUST

(1) Every member employer of the MBA Western Cape shall pay to the Council the contribution prescribed by the MBAWC Skills and Education Trust.

(2) Each month the Council shall pay over the collected funds to the MBAWC Skills and Educational Trust.

**52. WESTERN PROVINCE BUILDING AND ALLIED TRADES' SICK FUND**

- (1) Deductions of Sick Fund contributions may be authorized only by the affected employee in writing.
- (2) Every employer shall deduct an amount equal to an amount as set by the fund from time to time of the normal working day wage of an employee who is a member of the fund and for whom wages are prescribed in clause 19 of this Agreement.
- (3) Each month the Council shall pay over to the Western Province Building and Allied Trades' Sick Fund all moneys so collected by the employers in terms of sub-clause (2) above.

**CHAPTER ELEVEN: COMPLIANCE AND MONITORING OF THE COLLECTIVE AGREEMENT****53. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT**

- (1) The Council shall take all reasonable steps necessary to ensure compliance with this Agreement.
- (2) If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:
  - (a) The Secretary of the Council shall appoint a designated agent to investigate the alleged breach.
  - (b) If, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the agent shall issue a compliance order.
  - (c) The Secretary of the Council may-
    - (i) impose a fine in terms of sub clause 58 (1); or
    - (ii) refer the matter to arbitration in terms of this Agreement if the respondent party does not consent to the compliance order or the fine, in which case the respondent party may be ordered to pay the costs of the process; or
    - (iii) take such other steps as he may deem reasonable:
- (3) The Secretary of the Council may apply to have an arbitration award made an order of the Labour Court in terms of section 158 (1) of the Labour Relations Act, 1995.

- (4) Notwithstanding any the provisions of this Collective Agreement the Council may utilise section 33A of the LRA 1995 (as amended) in conjunction with Annexure "A" (Rules for conciliating and arbitrating disputes in the Building Industry Bargaining Council) to monitor and enforce compliance with its collective agreement and to conciliate and arbitrate LRA, 1995 disputes.

#### 54. POWERS OF DESIGNATED AGENTS

- (1) A designated agent appointed by the Minister in terms of section 33 (1) of the Labour Relations Act, 1995 to attempt to resolve a dispute or to investigate any alleged contravention and for purposes of routine inspection to enforce compliance with this Agreement may-
- (a) subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute;
  - (b) subpoena any person who is believed to have possession or control of any book, document or object relevant to the resolution of the dispute to appear before the designated agent to be questioned or to produce that book, document or object;
  - (c) administer an oath or accept affirmation from any person called to give evidence or be questioned;
  - (d) at any reasonable time, but only after obtaining the necessary written authorisation-
    - (i) enter and inspect any premises on or in which any book, document or object relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds of being there;
    - (ii) examine, demand and production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; and
    - (iii) take a statement in respect of any matter relevant to the resolution of the dispute from any person on the premises who is willing to make a statement;
  - (e) inspect, and retain a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the designated agent.
- (2) A subpoena issued for any purpose in terms of sub clause (1) shall be signed by the Secretary of the Bargaining Council and shall-

- (a) specifically require the person named in it to appear before the designated agent;
- (b) sufficiently identify the book, document or object to be produced; and
- (c) state the date, time and place at which the person is to appear.

(3) The written authorisation referred to in sub clause (1) (d)-

(a) if it relates to occupied residential premises, may be given only by a judge of the Labour Court and with due regard to section 14 of the Constitution of the Republic of South Africa, and then only on the application of the designated agent setting out under oath or affirmation the following information:

- (i) The nature of the dispute;
- (ii) the relevance of any book, document or object to the resolution of the dispute;
- (iii) the presence of any book, document or object on the premises; and
- (iv) the need to enter, inspect or seize the book, document or object; and

(b) in all other cases, may be given by the Secretary of the Council.

(4) The owner or occupier of any premises that a designated agent is authorised to enter and inspect, and every person employed by that owner or occupier, shall provide facilities that a designated agent requires to enter those premises and to carry out the inspection or seizure.

(5) The appointed person shall issue a receipt for any book, document or object seized in terms of sub clause (1).

(6) The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally to the questioning of any person or the production or seizure of any book, document or object in terms of this clause.

- (7) The appointed person shall pay the specified witness fee to each person who appears before him in response to a subpoena issued.
- (8) A person shall be in contempt of the designated agent-
- (a) if, after having been subpoenaed to appear before him, the person without good cause does not attend at the time and place stated in the subpoena;
  - (b) if, after having appeared in response to a subpoena, that person fails to remain in attendance until excused by the designated agent;
  - (c) by refusing to take the oath or to make an affirmation as a witness when a designated agent so requires;
  - (d) by refusing to answer any question fully and to the best of that person's knowledge and belief, subject to sub clause (6);
  - (e) if the person, without good cause, fails to produce the book, document or object specified in a subpoena to a designated agent;
  - (f) if the person wilfully hinders a designated agent in performing any function conferred by or in terms of the Act;
  - (g) if the person insults, disparages or belittles a designated agent, or prejudices or improperly influences an
  - (h) by wilfully interrupting the conciliation or arbitration proceedings or misbehaving in any other manner during investigation or improperly anticipates the designated agent's recommendations; those proceedings;
  - (i) by doing anything else in relation to the designated agent which, if done in relation to a court of law, would have been contempt of court.
- (9) The designated agent may refer any contempt to the Labour Court for an appropriate order.
- (10) A designated agent may decline to investigate and follow up on a complaint made by an employee who reports the dispute to the Council more than 17 weeks after the dispute arose: Provided that the employer of the

complainant shall be assessed for the full period of non-compliance including interest and penalties as prescribed in this Agreement.

(11) A designated agent may decline to investigate and follow up on a complaint made by a trade union if the trade union has not attempted first to resolve the alleged dispute directly with the employer party to the alleged dispute.

#### 55. ARBITRATION PROCEDURES TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

- (1) If the Secretary to the Council decides to refer the matter for arbitration, he shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.
- (2) The Secretary, in consultation with all parties who may have a legal interest in the outcome of the arbitration, shall decide the date, time and venue of the arbitration hearing.
- (3) The Secretary of the Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of the arbitration.
- (4) Any party who has a legal interest in the outcome of the arbitration shall have the right to-
  - (a) give evidence;
  - (b) call witnesses;
  - (c) question the witnesses of any other party;
  - (d) address the concluding arguments to the arbitrator;
  - (e) be represented by a legal practitioner or co-employee or an office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (5) Any award made by the arbitrator, together with any reasons, shall be served on all interested parties by the Council.

- (6) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Act.
- (7) The provisions of this procedure shall stand in addition to any other legal remedy which the Council may apply to enforce a collective agreement.

#### 56. POWERS OF AN ARBITRATOR

- (1) The arbitrator shall have the following general powers:
  - (a) To determine whether there has been a breach of this Agreement.
  - (b) To make any appropriate award that gives effect to the Collective Agreement and to ensure compliance therewith.
  - (c) To determine the appropriate form of and the procedure to be followed at the arbitration proceedings.
  - (d) To make any order as to costs that he deems appropriate.
- (2) The arbitrator shall have the power to make an award in the absence of a party who is alleged to have breached the Agreement, if-
  - (a) such party fails to appear in person or to be represented at the arbitration proceedings;
  - (b) proof is presented that such party has been notified of the proceedings: Provided that notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party-
    - (i) by registered mail to such party's last-known address and 14 days have elapsed since such notification has been mailed; or
    - (ii) by fax transmission to such party's last-known fax number; or
    - (iii) by hand delivery to such party's last-known business or residential address; or
    - (iv) an electronic mail has been sent to such party
  - (c) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement.
- (3) The arbitrator shall have the power to vary, rescind or amend any arbitration award made by him or any arbitrator . The arbitrator shall have this power if-

- (a) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
  - (b) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
  - (c) the award was granted as a result of a mistake common to the parties to the proceedings.
  - (d)
- (4) If the arbitrator finds that any party to the dispute has failed to comply with a provision of any of the Council's Collective Agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with clause 52.

#### 57. FINES, ARBITRATION COSTS AND INTEREST

- (1) The fine that the Secretary may impose and an arbitrator shall impose for a failure to comply with a provision of a Collective Agreement-
- (a) not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the fine determined in terms of Table One; or
  - (b) involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two:

TABLE ONE	
No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision	R200 per employee in respect of provision whom the failure to comply occurs.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs.
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs.
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs.

TABLE TWO	
No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision with-in three years	75% of the amount due, including any interest owing on the amount at the date of the order.
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order.
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order.

(2) A cost award by an arbitrator may include the following costs or any costs which in the opinion of the arbitrator should be awarded:

- (a) Fee of the arbitrator including travelling and accommodation;
- (b) venue costs;
- (c) administration fee of the Council;
- (d) costs of issuing subpoenas;

- (e) representative's fee which is to be taxed by the Labour Court;
  - (f) cost of the designated agent or other staff of the Council who have to attend the arbitration.
- (3) An employer who does not pay to the Council the levies and contributions payable by him and his employees each week within the period determined by the Council as defined in Clause 5 shall pay interest to the Council at the prime bank rate charged by the Council's bank plus 2%, calculated from the due date of payment.

#### 58. PROCEDURE FOR THE RESOLUTION OF DISPUTES ABOUT THE APPLICATION OR INTERPRETATION OF THIS AGREEMENT

- (1) Any person who falls within the registered scope of the Council may refer a dispute about the interpretation or application of this Agreement to the Council for resolution in terms of this Agreement.

If a dispute is so referred to the Council, it shall attempt to resolve the dispute through conciliation and, if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator to arbitrate the dispute.

The powers of the arbitrator shall be the same as in sub clause 57 above.

#### 59. COMPLIANCE COMMITTEE

- (1) The Council shall nominate a subcommittee to be known as the "Compliance Committee" that will be responsible for the effective investigation and enforcement action in respect of non-compliance with this Agreement.
- (2) The Compliance Committee shall-
- (a) Consist of the Chairman of the Council, the Vice Chairman of the Council, five (5) employer body representatives and five (5) Trade union representatives.
  - (b) establish guidelines and principles covering all aspects of the enforcement of this Agreement, which are acceptable to the parties to this Agreement and which shall provide fair, cost-effective, unbiased and corruption free enforcement of this Agreement;

- (c) actively monitor and ensure that the guidelines and principles so established are adhered to by the agents of the Council;
- (d) provide open communication in regard to the actions of the Council or the Compliance Committee with all employers and employees interested in these actions;
- (e) investigate positive methods for promoting compliance especially amongst informal sector employers and employees and including the lobbying of all persons and institutions responsible for the preparation of tender documents to provide for compulsory compliance with this Agreement by the employers who are successful in winning such tenders;
- (f) provide for quick and cost-effective conciliation or arbitration of disputes between the Council and employers or employees.

#### 60. EXEMPTIONS

- (1) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council.
- (2) The Council hereby establishes an Exemptions Body constituted of the Compliance Committee appointed by the Council to consider all applications for exemptions of the Council's Collective Agreement.
- (3) Any person subject to the constitution/agreement may apply for exemption.
- (4) The Council shall decide an application for exemption within 30 days of receipt.
- (5) All applicants for exemption shall be substantiated, and such substantiation shall include the following details:
  - (a) The period for which the exemption is required;
  - (b) the Agreement and clauses or sub-clauses of the Agreement from which exemption is required; and
  - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives, and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (6) Upon receipt of a valid application by the Council it shall immediately refer the application to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

- (7) The authority of the Council is to consider applications for exemptions and grant exemptions.
- (8) In considering the application, the Council or the Independent Exemptions Body in the case of an appeal, shall take into consideration all relevant factors, which may include, but shall not be limited to, the following exemption criteria:
- (a) The period for which the exemption is sought.
  - (b) The number of employees affected and how many of such employees are members of a registered trade union.
  - (c) The written and verbal substantiation provided by the applicant
  - (d) Be accompanied by relevant supporting data and financial information.
  - (e) the terms of the exemption;
  - (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
  - (g) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.
  - (h) Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.
  - (i) An application for exemption shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.
  - (j) If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
  - (k) The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate.
  - (l) any precedent that might be set;
  - (m) it is fair to both the employer, its employees and other employees in the sector;

- (n) it does not undermine this Agreement;
  - (o) reporting requirements by the applicant and monitoring and re-evaluation processes; and
  - (p) it will make a material difference to the viability of a business;
  - (q) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
  - (r) the interest of the industry as regards:
    - (i) unfair competition;
    - (ii) collective bargaining;
    - (iii) potential for labour unrest;
    - (iv) increased employment;
  - (s) the interest of employees' as regards:
    - (i) exploitation;
    - (ii) job preservation;
    - (iii) sound conditions of employment;
    - (iv) possible financial benefits;
    - (v) health and safety;
    - (vi) infringement of basic rights
  - (t) the interest of the employer as regards:
    - (i) financial stability;
    - (ii) impact on productivity;
    - (iii) future relationship with employees' trade union;
    - (iv) operational requirements
    - (v) any special circumstance that exist;
- (10) In the event of the Council or the Independent Exemptions Body granting, partially granting or refusing to grant an application, the applicant shall be informed of the decision and the reasons for the decision within 14 normal working days and non-parties shall have the right to appeal in writing against the decision to the Independent Body within 14 days from the date of being informed of the outcome. Such an appeal shall be fully reasoned.

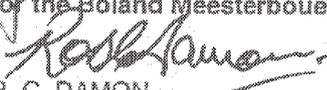
- (11) In terms of section 32(3)(e) of the Labour Relations Act, 1995 the Council hereby establishes an Independent Body to be known as the "Independent Exemption Board" to hear and decide any appeal brought against-
- (a) the Council's refusal of a non-party's application for exemption from the provisions of this Agreement;
  - (b) the withdrawal of such an exemption by the Council.
  - (c) an appeal shall be decided within 30 days.
- (12) No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Exemptions Board.
- (13) The Council may also refer any application for exemption directly to the Independent Exemptions Board. The Independent Exemptions Board's decision regarding the granting or denying of the exemption will be final and both the applicant and the Council will be bound to the decision of the Independent Exemption Board.
- (14) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the Independent Exemptions Board which shall as soon as possible and not later than 30 days hear and decide the matter with reference to the exemption criteria set out in sub clause (8) hereof and when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Independent Exemptions Board may defer a decision to a following meeting if additional motivation, information or verbal representations are considered necessary to decide on the application for exemption.
- (15) When the Independent Exemptions Board decides against granting an exemption or part of an exemption requested it shall advise the applicant(s) within 14 normal working days of the date of such decision and shall provide the reason or reasons for the decision not to grant an exemption.
- (16) Once the Council has granted an exemption or the Independent Exemptions Board has decided to uphold the appeal and grant an exemption it shall issue a certificate and advise the applicant(s) within 14 normal working days of the date of the decision, clearly specifying-
- (a) the full name of the applicant(s) or enterprise concerned;
  - (b) the trade name; the provisions of the Agreement from which exemption has been granted;
  - (c) the period for which the exemption shall operate;
  - (d) the date of issue and from which the exemption shall operate;

- (e) the condition(s) of the exemption granted; the area in which the exemption applies
- (f) the reporting requirements by the applicant and the monitoring and re-evaluation processes.
- (17) The Council or Independent Exemptions Body shall;
- (a) retain a copy of the certificate
- (b) forward the original certificate to the Secretary of the Council; and
- (c) a copy of the exemption certificate is sent to the applicant
- (18) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.
- Unless otherwise specified in the certificate of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

Signed at Bellville on this 5<sup>th</sup> day of August 2019

A. BODILL   
for the Master Builders and Allied Trades' Association, Western Cape

D. Uys   
for the Boland Meesterbouers en Verwante Bedrywe Vereniging

R. C. DAMON 

for the Building Workers' Union

L. MGQAMQO 

for the National Union of Mineworkers (NUM)

T. NTSOMI 

for the Building, Wood and Allied Workers' Union of South Africa

S. OWIES 

For the Building Construction and Allied Workers Union

**ANNEXURE A: RULES FOR CONCILIATING AND ARBITRATING DISPUTES IN THE BUILDING INDUSTRY**  
**BARGAINING COUNCIL (RULES)**

**ARRANGEMENT OF RULES**

**PART A: SERVING AND FILING DOCUMENTS**

1. Council addresses at which documents must be filed
2. How to calculate time periods
3. Who must sign documents
4. How to serve documents on other parties
5. How to prove that a document was served in terms of the Rules
6. How to file documents with the Council
7. Documents and notices sent by registered post
8. How to seek condonation for documents delivered

**PART B: CONCILIATION OF DISPUTES**

9. How to refer a dispute to the Council for conciliation
10. What notice the Council is to give of a conciliation hearing
11. Council may seek to resolve a dispute before a conciliation hearing
12. What happens if a party fails to attend or is not represented at a conciliation hearing
13. How to determine whether or not a Council commissioner may conciliate a dispute
14. Issuing of a certificate in terms of section 135(5) of the Labour Relations Act, 1995

15. Conciliation proceedings may not be disclosed

#### **PART C: CON-ARB**

16. Conduct of con-arb in terms of section 191 (5A) of the Labour Relations Act, 1995.

#### **PART D: ARBITRATIONS**

17. How to request arbitration

18. When parties may be directed to file statements

19. When parties may be directed to hold a pre-arbitration conference

20. What notice the Council is to give of an arbitration hearing

21. How to determine whether or not a commissioner may arbitrate a dispute

22. How to postpone an arbitration

#### **PART E: RULES THAT APPLY TO CONCILIATIONS, ARBITRATIONS AND CON-ARBS**

23. Who may represent a party at the Council

24. How to join or substitute parties to proceedings

25. How to correct the citation of a party

26. When the Council may consolidate disputes

27. Disclosure of documents

28. What happens if a party fails to attend proceedings in rights disputes

29. What happens if a party fails to attend proceedings in interest disputes

#### **PART F: APPLICATIONS**

30. How to bring an application

31. How to apply to vary or rescind arbitration awards or rulings

32. How to refer a dismissal dispute to the Labour Court

#### **PART G: PRE-DISMISSAL ARBITRATIONS**

33. How to request a pre-dismissal arbitration in terms of section 188A of the Labour Relations Act, 1995

#### **PART H: GENERAL**

34. Unrepresented applicants without postal addresses and fax numbers

35. Condonation for failure to comply with the Rules

36. Recordings of Council proceedings

37. How to have a subpoena issued

38. Payment of witness fees

39. Taxation of bills of cost

40. What words mean in these Rules

**PART A****SERVING AND FILING DOCUMENTS****1. Council addresses at which documents must be filed**

(1) The addresses, telephone numbers and telefax numbers of the offices of the Council are listed in Schedule 1.

Documents may be filed with the Council only at those addresses or telefax numbers listed in Schedule 1.

**2. How to calculate time periods**

(1) For the purpose of calculating any period of time in terms of these Rules-

(a) a day means any day of the week including Saturdays, Sundays and public holidays, but excludes the days from the 16th of December to the 7th of January, both days inclusive.

**Example 1**

Rule 7 refers to seven days of the date the document was posted. If the document was posted on a Friday then the seven days would include the next Saturday and Sunday.

**Example 2**

Rule 7 refers to seven days of the date the document was posted. If the date of postage was on a Friday, the 12th of December, the first four days would be counted (the days before the 16th) and final three days would be counted from 7th of January, in other words the period would run from the 12th of December to the 10th of January.

(b) the first day is excluded and the last day is included, subject to sub rule (2).

**Example 3**

Rule 10 refers to a '14 days' notice period for conciliation. If notice was faxed on Thursday 10 October, the conciliation must be scheduled on Friday 25 October or any day thereafter.

The last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or any day between 16 December and 7 January.

**3. Who must sign documents**

- (1) A document that a party must sign in terms of the Act or these Rules may be signed by the party or by a person entitled in terms of the Act or these Rules to represent that party in the proceedings.

If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A written list of the names of the employees who have mandated the employer to sign on their behalf must be attached to the referral document.

#### **4. How to serve documents to other parties**

- (1) A party must serve a document on the other parties to a dispute-
- (a) by handing a copy of the document to-
    - (i) the person if that person is a party to the dispute;
    - (ii) a person authorized in writing to accept service on behalf of the party to the dispute;
    - (iii) a person who appears to be at least 16 years old and in charge of the party's place of residence, business or employment;
  - (b) by faxing or a copy of the document to that party;
  - (c) by sending a copy of the document by registered post to the last-known address of the party or to an address chosen by the party to receive service.
  - (d) Via electronic mail.

#### **5. How to prove that a document was served in terms of the Rules**

- (1) A party must prove to the Council that a document was served in terms of these Rules, by providing the Council or a council commissioner with the following:
- (a) A copy of proof of mailing the document by registered post to the other party;
  - (b) a copy of the telegram or telex communicating the document to the other party;
  - (c) a copy of the telefax transmission report indicating the successful transmission of the whole document to the other party;
  - (d) an electronic mail tracking report; or
  - (e) if a document was served by hand-
    - (i) a copy of a receipt by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or
    - (ii) a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises.
- (2) If proof of service in accordance with sub rule (1) is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.
- (3) The Council may accept proof of service in a manner other than prescribed in this rule, as sufficient.

#### **6. How to file documents with the Council**

- (1) A party must file documents with the Council-
- (a) by handing the document in at an office of the Council;
  - (b) by sending a copy of the document by registered post to the Council;
  - (c) by sending an electronic mail; or
  - (d) by faxing the document to the Council.

- (2) A document is filed with the Council when-
- (a) the document is handed to the office of the Council;
  - (b) a document sent by registered post is received by the Council;
  - (c) the electronic mail has been delivered; or
  - (d) the transmission of a fax is completed.

#### **7. Documents and notices sent by registered post**

Any document sent by registered post is presumed, until the contrary is proved, to have been received by the person to whom it was sent seven days after it was posted.

#### **8. How to seek condonation for documents delivered late**

- (1) This rule applies to any document, including a referral or an application, delivered outside of a time period prescribed in the Act or these Rules.
- (2) A party must apply for condonation, in terms of rule 30, when delivering the document to the Council.
- (3) An application for condonation must set out the grounds for seeking condonation and must include details of the following:
- (a) The degree of lateness;
  - (b) the reasons for the lateness and degree of fault;
  - (c) the referring party's prospects and succeeding with the referral and obtaining the relief sought against the other party;
  - (d) any prejudice to the other parties; and
  - (e) any other relevant factors.

### **PART B**

#### **CONCILIATION OF DISPUTES**

##### **9. How to refer a dispute to the Council for conciliation**

- (1) A party must refer a dispute to the Council for conciliation by completing the Council's referral form and serving it on the Council.
- (2) The referring party must-
- (a) sign the referral form;
  - (b) attach written proof that the referral form was served on the other parties to the dispute;
  - (c) if the referral form is filed late, attach an application for condonation in accordance with rule 8.

(3) The Council must refuse to accept a referral document until sub rule (2) hereof has been compiled with.

**10. *The notice the Council is to give of a conciliation hearing***

The Council must give the parties at least 14 days' written notice of a conciliation hearing, unless the parties agree to a shorter period of notice.

**11. *Council may seek to resolve a dispute before a conciliation hearing***

The Council commissioner may contact the parties by telephone or by other means, prior to the commencement of the conciliation, in order to seek to resolve the dispute.

**12. *What happens if a party fails to attend or is not represented at a conciliation hearing***

If a party to a dispute fails to attend in person or to be represented at a conciliation hearing, the Council commissioner may deal with it in terms of rule 22.

**13. *How to determine whether or not Council commissioner may conciliate a dispute***

If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the Council must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute.

**14. *Issuing a certificate in terms of section 135 (5) of the Labour Relations Act, 1995***

A certificate issued in terms of section 125 (5) of the Labour Relations Act, 1995 stating that the dispute has or has not been resolved, must identify the nature of the dispute as described in the referral document or as identified by the commissioner during the conciliation process.

**15. *Conciliation proceedings may not be disclosed***

- (1) Conciliation proceedings must be treated as private and confidential and conducted without prejudice. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree to this in writing.
- (2) No person, including a commissioner, may be called as a witness during any subsequent proceedings in the Council or in any court to give evidence about what transpired during conciliation.

**PART C  
CON-ARB**

**16. *Conduct of con-arb in terms of section 191 (5A) of the Labour Relations Act, 1995***

- (1) The Council must give the parties at least 14 days' written notice that a matter has been scheduled for con-arb in terms of section 191 (5A) of the Labour Relations Act, 1995.
- (2) A party that intends to object to a dispute being dealt with in terms of section 191 (5A) must serve a written notice on the Council and the other party, at least seven days prior to the scheduled date in terms of sub rule (1).

- (3) Sub rule (2) does not apply to a dispute concerning-
- (a) the dismissal of an employee for any reason related to probation; or
  - (b) an unfair labour practice relating to probation.
- (4) If the respondent party fails to appear or to be represented at a hearing schedule in terms of sub rule (1), the Council commissioner must conduct the con-arb on the date specified in the notice issued in terms of sub rule (1) or adjourn the proceeding until a later date.
- (5) Sub rule (4) applies irrespective of whether or not a party has lodged a notice of objection in terms of sub rule (2).
- (6) The provisions of the Labour Relations Act, 1995 and these Rules that are applicable to conciliation and arbitration, respectively apply, with the changes required by the context, to con-arb proceedings.
- (7) If the arbitration does not commence on the dates specified in terms of the notice referred to in sub rule (1), the Council must schedule the matter for arbitration either in the presence of the parties or by issuing a notice in terms of rule 20.

#### PART D

#### ARBITRATIONS

**[Part D does not apply to arbitrations in respect of failure to comply with the provisions of a collective agreement in terms of section 33A (4) of the Labour Relations Act, 1995]**

##### **17. How to request arbitration**

- (1) A party may request the Council to arbitrate a dispute by delivering a document in the form of Annexure LRA7.13 ("the referral document").
- (2) The referring party must-
- (a) sign the referral document in accordance with rule 3;
  - (b) attach to the referral document written proof that the referral document was served on the other parties to the dispute in accordance with rule 5; and
  - (c) if the referral document is served out of time, attach an application for condonation in accordance with rule 8.
- (3) The Council must refuse to accept a referral document until sub rule (2) has been complied with.
- (4) This rule does not apply to con-arb proceedings held in terms of section 191 (5A).

##### **18. When parties may be directed to file statements**

- (1) The Council or a Council commissioner may direct-
- (a) the referring party in an arbitration to file a statement of case within a specified time period; and
  - (b) the other parties to file an answering statement within a specified time period.
- (2) A statement in terms of sub rule (1) must-

- (a) set out the material facts upon which the party relies and the legal issues that arise from the material facts;
- (b) be filed within the time period specified by the Council or the Council commissioner.

**19. *When parties may be directed to hold a pre-arbitration conference***

The parties to an arbitration must hold a pre-arbitration conference dealing with the matters referred to in sub rule 18 (2) above if directed to do so by the Secretary of the Council.

**20. *What notice the Council is to give of an arbitration hearing***

The Council must give the parties at least 14 days' written notice of an arbitration hearing, unless the parties agree to a shorter period.

**21. *How to determine whether a Council commissioner may arbitrate a dispute***

If, during the arbitration proceedings, it appears that a jurisdictional issue has not been determined, the Council commissioner must require the referring party to prove that the Council has jurisdiction to arbitrate the dispute.

**22. *How to postpone an arbitration***

- (1) The Council must postpone an arbitration without the parties appearing if-
  - (a) all the parties to the dispute agree in writing to the postponement; and
  - (b) the written agreement for the postponement is received by the Council more than seven days prior to the scheduled date of the arbitration; and
  - (c) there are compelling reasons to postpone.
- (2) Any party may apply in terms of rule 30 to postpone an arbitration by serving an application on the other parties to the dispute and filing a copy with the Council before the scheduled date of the arbitration.

**PART E**

**RULES THAT APPLY TO CONCILIATIONS, ARBITRATIONS AND CON-ARBS**

**23. *Who may represent a party at the Council***

- (1) A party to the dispute may appear in person at any proceedings before the Council or be represented by-
  - (a) a legal practitioner;
  - (b) a member, official or office bearer of a registered trade union of which the party was a member at the time the dispute arose;
  - (c) an official or office bearer of a registered employers' organisation, or registered employer federation of which the party was a member at the time the dispute arose;
  - (d) a director, employee, trustee or partner in a partnership of that party;
  - (e) another party to the dispute if proceedings are brought or opposed by more than one party.

- (2) Notwithstanding sub rule (1)(a), if the dispute is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or incapacity, the parties are not entitled to be represented by practising lawyers in the proceedings unless-
- (a) the Council commissioner and the other parties consent;
  - (b) the Council commissioner concludes that it is unreasonable to expect the party to deal with the dispute without legal representation, after considering-
  - (c) the nature of the questions of law raised by the dispute;
  - (d) the complexity of the dispute
  - (e) the public interest; and
  - (f) the comparative ability of the opposing parties or their representatives to deal with the dispute.

#### ***24. How to join or substitute parties to proceedings***

- (1) The Council or a Council commissioner may join any number of persons as parties in proceedings if their right to relief depends on substantially the same questions of law or fact.
- (2) A Council commissioner may make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.
- (3) A Council commissioner may make an order in terms of sub rule (2)-
- (a) of the Council commissioner's own accord;
  - (b) on application by a party; or
  - (c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.
- (4) An application in terms of this rule must be made in terms of rule 30.
- (5) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the Council for an order substituting that person for an existing party, and a Council commissioner may make such order or give appropriate directions as to the further procedure of the proceedings.
- (6) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.
- (7) Subject to any order made in terms of sub rules (2) and (5), a joinder or substitution in terms of this rule does not affect any steps already taken in the proceedings.

#### ***25. How to correct the citation of a party***

If a party to any proceedings has been incorrectly or defectively cited, the Council may, on application and on notice to the parties concerned, correct the error or defect.

#### ***26. When the Council may consolidate disputes***

The Council or a Council commissioner, of its own accord or on application, may consolidate more than

one dispute so that the disputes may be dealt with in the same proceedings.

**27. Disclosure of documents**

Any party may request a Council commissioner to make an order requiring any other party to the dispute to disclose  
all relevant documents.

**28. What happens if a party fails to attend proceedings in rights disputes**

- (1) In a rights dispute, if a party to the dispute fails to attend or be represented at any proceedings before the Council, and that party-
  - (a) had referred the dispute to the Council, a Council commissioner may dismiss the matter by making an order; or
  - (b) had not referred the matter to the Council, the Council commissioner may-
    - (i) continue with the proceedings in the absence of that party; or
    - (ii) adjourn the proceedings to a later date.
- (2) A Council commissioner must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of sub rule (1).
- (3) If a matter is dismissed, the Council must send a copy of the ruling to the parties.

**29. What happens if a party fails to attend proceedings in interest disputes**

- (1) In an interest dispute, if a party to the dispute fails to attend the conciliation hearing or be represented at the hearing, and that party-
  - (a) had referred the dispute to the Council, a Council commissioner may extend the conciliation period for another thirty days and notify the parties of the extension in writing; or
  - (b) had not referred the dispute to the Council, the Council commissioner may immediately issue a certificate stating that the dispute remains unresolved.
- (2) A Council commissioner must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of sub rule (1).

**PART F  
APPLICATIONS**

**30. How to bring an application**

- (1) An application must be brought on notice to all persons who have an interest in such application.
- (2) The party bringing the application must sign the notice of application and must state-
  - (a) the title of the matter;
  - (b) the case number assigned to the matter by the Council;
  - (c) the relief sought;

- (d) the address at which the party delivering the document will accept delivery of all documents and proceedings;
  - (e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within 14 days after the application has been delivered to it;
  - (f) that the application may be heard in the absence of a party that does not comply with subparagraph (e);
  - (g) a schedule is included listing the documents that are material and relevant to the application.
- (3) The application must be supported by an affidavit that must clearly and concisely set out-
- (a) the names, description and addresses of the parties;
  - (b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail enable any person opposing the application to reply to the facts;
  - (c) a statement of legal issues that arise from the material facts, in sufficient detail to enable any party to reply to the document;
  - (d) if the application is filed outside the relevant time period, grounds for condonation in accordance with rule 8; and
  - (e) if the application is brought urgently, the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these Rules.
- (4) Any party opposing the application may deliver a notice of opposition and an answering affidavit within 14 days from the day on which the application was served on that party.
- (5) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by sub rules (2) and (3), respectively.
- (6) The party initiating the proceedings may deliver a replying affidavit within seven days from the day on which any notice of opposition and answering affidavit are served on it.
- (7) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.
- (8) The Council commissioner may permit the affidavits referred to in this rule to be replaced by a written statement.
- (9) In an urgent application, the Council or a Council commissioner may-
- (a) dispense with the requirements of this rule; and
  - (b) grant an order only against a party that has had reasonable notice of the application.
- (10) The Council must allocate a date for a hearing of the application once a replying affidavit is delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.
- (11) The Council must notify the parties of the date, time and place of the hearing of the application.
- (12) Applications may be heard on a motion roll on a day determined by the Council.
- (13) Notwithstanding this rule, the Council or a Council commissioner may determine an application in any manner it deems fit.

### *31. How to apply to vary or rescind arbitration awards or rulings*

- (1) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the application became aware of-
  - (a) the arbitration award or ruling; or
  - (b) a mistake common to the parties to the proceedings.
- (2) A ruling made by a Council commissioner which has the effect of a final order, will be regarded as a ruling for the purposes of this rule.

### ***32. How to refer a dismissal dispute to the Labour Court***

- (1) An application in terms of section 191 (6) of the Labour Relations Act, 1995 to refer a matter to the Labour Court, must be made within 14 days of the dispute being certified unresolved in conciliation.
- (2) Notwithstanding sub rule (1), a party that requests arbitration may not thereafter make an application in terms of section 191 (6).
- (3) The application must state the grounds on which a party relies in requesting that the dispute be referred to the Labour Court.
- (4) If any party to the dispute objects to the matter being referred to the Labour Court, that party must state the grounds for the objection within seven days of receipt of the application.
- (5) The Council must notify the parties of its decision in terms of section 191 (8) within 14 days of receiving the objection.

## **PART G**

### **PREDISMISSAL ARBITRATIONS**

#### ***33. How to request a pre-dismissal arbitration in terms of section 188A of the Labour Relations Act, 1995***

- (1) An employer requesting the Council to conduct a pre-dismissal arbitration must do so by delivering a completed referral form to the Council.
- (2) The employee must sign the referral form consenting to pre-dismissal arbitration. If an employee has consented in terms of section 188A(4)(b)1, the referral form does not have to be signed by the employee, but a copy of the contract containing the consent must be attached to the form.
- (3) When filing the referral form, the employer must pay the prescribed fee to the Council. Payment of the fee may only be made by-
  - (a) bank guaranteed cheque; or
  - (b) electronic transfer into the bank account of the Council.
- (4) Within 14 days of receiving a request in terms of sub rule (1) and payment of the prescribed fee, the Council must notify the parties to the pre-dismissal arbitration when and where the pre-dismissal arbitration will be

- (5) Unless the parties agree otherwise, the Council must give the parties at least 14 days' notice of the held commencement of the pre-dismissal arbitration.
- (6) The Council will be required to refund a fee paid in terms of sub rule (3), only if the Council is notified of the resolution of the matter prior to issuing a notice in terms of sub rule (4).

#### PART H GENERAL

##### ***34. Unrepresented applicants without postal addresses and fax numbers***

- (1) An unrepresented applicant who intends to refer a dispute to the Council and who does not have a postal address or fax number must hand-deliver the referral form to the Council.
- (2) If a referral form is received by hand delivery by an unrepresented applicant, the Council must provide the applicant with a case number and written instructions to contact the Council by telephone or in person, within seven days of the date of referral, in order for the Council to notify the applicant of the details of the hearing.
- (3) The administrator who notifies the applicant of the hearing in terms of sub rule (2) must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.
- (4) The record made in terms of sub rule (3) will constitute proof that the applicant was notified of the hearing.

##### ***35. Condonation for failure to comply with the Rules***

The Council or a Council commissioner may condone any failure to comply with the time frames in these Rules, on good cause shown.

##### ***36. Recordings of Council proceedings***

- (1) The Council must keep a record of-
  - (a) any evidence given in an arbitration hearing;
  - (b) any sworn testimony given in any proceedings before the Council; and
  - (c) any arbitration award or ruling made by a Council commissioner.
- (2) The record may be kept by legible handwritten notes or by means of an electronic recording.
- (3) A party may request a copy of the transcript of a record or a portion of a record kept in terms of sub rule (2), on payment of the costs of the transcription.
- (4) After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the Council.
- (5) The transcript of a record certified correct in terms of sub rule (4) will be presumed to be correct, unless the Labour Court decides otherwise.

##### ***37. How to have a subpoena issued***

- (1) Any party who requires the Council or a Council commissioner to subpoena a person in terms of section 142 (1) of the Labour Relations Act, 1995 must file a completed subpoena form, requesting a subpoena together with a written substantiation setting out why the evidence of the person to be subpoenaed is necessary.

- (2) A party requesting the Council to waive the requirement for the party to pay witness fees in terms of section 142(7)(c) must set out the reasons for the request in writing at the time of requesting the Council to issue a subpoena in respect of that witness.
- (3) An application in terms of sub rule (1) must be filed with the Council at least 10 days before the arbitration hearing, or as directed by the Council commissioner hearing the arbitration.
- (4) The Council or a Council commissioner may refuse to issue a subpoena if-
  - (a) the party does not establish why the evidence of the person is necessary;
  - (b) the party subpoenaed does not have a reasonable period in which to comply with the subpoena;
  - (c) the Council or a Council commissioner is not satisfied that the party has made arrangements to pay the witness fees and the reasonable travel costs of the person subpoenaed.
- (5) A subpoena must-
  - (a) be served on the witness subpoenaed by the person who has requested the subpoena or by the sheriff, at least seven days before the scheduled date of the arbitration;
  - (b) if so directed by the Council, be accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142 (7) of the Act and the witnesses' reasonable travel costs.
- (6) Sub rules 4(c) and 5(b) do not apply if the Council, in terms of section 142(7)(c), has waived the requirement for the party to pay witness fees.

### **38. *Payment of witness fees***

- (1) A witness subpoenaed in any proceedings in the Council must be paid a witness fee in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142 (7) of the Labour Relations Act, 1995.
- (2) The witness fee must be paid by-
  - (a) the party who requested the Council to issue the subpoena; or
  - (b) the Council, if the issue of the subpoena was not requested by a party or if the Council waives the requirement to pay witness fees in terms of section 142(7)(c).
- (3) Notwithstanding sub rule (1), the Council commissioner may, in appropriate circumstances, order that a witness receive no fee or only part of the prescribed fee.

### **39. *Taxation of bills of cost***

- (1) The basis on which a Council commissioner may make an order as to costs in any arbitration is regulated by section 138 (10) of the Labour Relations Act, 1995.
- (2) The Secretary of the Council may appoint taxing officers to perform the functions of a taxing officer in terms of these Rules.
- (3) The taxing officer must tax any bill of costs for services in connection with proceedings in the Council, on Schedule A of the prescribed Magistrates' Courts tariff, in terms of the Magistrates' Courts Act, No. 32 of 1944, unless the parties have agreed to a different tariff.

- (4) At the taxation of any bill of costs, the taxing officer may call for any book, document, paper or account that in the taxing officer's opinion is necessary to properly determine any matter arising from the taxation.
- (5) Any person requesting a taxation must complete a referral form requesting taxation and must satisfy the taxing officer-
- (a) of that party's entitlement to be present at the taxation; and
  - (b) that the party liable to pay the bill has received notice of the date, time and place of the taxation.
- (6) Notwithstanding sub rule (4), notice need not be given to a party-
- (a) who failed to appear or to be represented at the hearing; or
  - (b) who consented in writing to the taxation taking place in that party's absence.
- (7) Any decision by a taxing officer is subject to review by the Labour Court.

#### 40. *What words mean in these Rules*

Any expression in these Rules that is defined in the Labour Relations Act, 1995 (Act No. 66 of 1995), has the same meaning as in that Act and-

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995), and includes any regulation made in terms of that Act;

"con-arb" means proceedings held in terms of section 191(5A) of the Labour Relations Act, 1995 where an arbitration commences immediately after certifying that the dispute remains unresolved in conciliation;

"Council" means the Building Industry Bargaining Council registered in terms of section 29 of the Labour Relations Act, 1995;

"Council commissioner" means an individual appointed by the Council to resolve disputes;

"deliver" means serve on other parties and file with the Commission;

"dispute of interest" means any dispute concerning a matter of mutual interest; excluding any dispute that a party has the right to refer to arbitration or to the Labour Court under the Labour Relations Act, 1995 a collective agreement or an arbitration agreement.

"dispute of right" means a legal claim of which a party in the employment relationship is entitled by virtue of the employment contract, a collective agreement, a statute or the common law;

"Director" means the Director of the Commission appointed in terms of section 118 of the Labour Relations Act, 1995 and includes any person delegated by the Director to perform any of the functions of the Director;

"file" means to lodge with the Council in terms of rule 6;

"Labour Court" means the Labour Court established by section 151 of the Labour Relations Act, 1995 and includes any judge of the Labour Court;

"party" means any party to proceedings before the Council;

"legal practitioner" means a practicing advocate, a practicing attorney and a candidate attorney;

"public holiday" means a public holiday referred to in section 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994). These currently include-

1 January, New Year's Day

21 March, Human Rights Day

Easter Friday and Monday  
 27 April, Freedom Day  
 1 May, Worker's Day  
 16 June, Youth Day  
 9 August, National Women's Day  
 24 September, Heritage Day  
 16 December, Day of Reconciliation  
 25 December, Christmas Day  
 26 December, Day of Goodwill,

and any public holiday declared as such in terms of section 2A of the Public Holidays Act, 1994.

"Rules" means these rules;

"Secretary" means the secretary of the Council;

"serve" means to serve in accordance with rule 4 and "service" has a corresponding meaning; and

"taxing officer" means any competent person appointed by the Secretary in terms of rule 32.

**SCHEDULE 1 REGISTERED ADDRESSES OF THE COUNCIL**

The Secretary 81 Voortrekker Road BELLVILLE 7530	Private Bag X29 BELLVILLE 7535	Tel.: (021) 950-7400 Fax.: (021) 950-7405 E-mail: bibc@bipc.co.za
Garlink Building 29 Lady Grey Street PAARL 7646	P O Box 323 PAARL 7620	Tel.: (021) 872-1505 Fax: (021)872-2301
7 Oak Street Seven Oak centre SOMERSET WEST 7130		Tel.: (021) 851 -2160
2 Argon Street Sandbaai HERMANUS 7200	PO Box 1825 HERMANUS 7200	Tel.: (028) 312 2861 Fax: (028) 312 2866

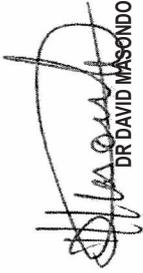
**SOUTH AFRICAN REVENUE SERVICE**

NO. R. 1514

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1631)**

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 2020, to the extent set out in the Schedule hereto.



DR DAVID MASEKONDO  
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 aguaborita</i> , <i>Oncorhynchus glae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i> )	kg	25%	12,5%	free	free	free	25%
0302.13	7	-- Pacific salmon ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbusha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i> )	kg	25%	4,25%	free	free	free	25%
0302.14	3	-- Atlantic salmon ( <i>Salmo salar</i> ) and Danube salmon ( <i>Hucho hucho</i> )	kg	25%	4,25%	free	free	free	25%
0302.19	5	-- Other	kg	25%	12,5%	free	free	free	25%
0303.12	4	-- Other Pacific salmon ( <i>Oncorhynchus gorbusha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i> )	kg	25%	12,5%	free	free	free	25%
0303.13	0	-- Atlantic salmon ( <i>Salmo salar</i> ) and Danube salmon ( <i>Hucho hucho</i> )	kg	25%	4,25%	free	free	free	25%
0303.14	7	-- Trout ( <i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguaborita</i> , <i>Oncorhynchus glae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i> )	kg	25%	12,5%	free	free	free	25%
0303.19	9	-- Other	kg	25%	12,5%	free	free	free	25%
0304.31	0	-- Tilapia ( <i>Oreochromis spp.</i> )	kg	25%	12,5%	free	free	free	25%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU	EFTA	SADC	MERCOSUR	
0304.32	7	Catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Carias</i> spp., <i>Ictalurus</i> spp.)	kg	25%	12,5%	free	free	25%	
0304.33	3	Nile Perch ( <i>Lates niloticus</i> )	kg	25%	12,5%	free	free	25%	
0304.39	1	Other	kg	25%	12,5%	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%	12,5%	free	free	25%	
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%	12,5%	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%	12,5%	free	free	25%	
0304.44	4	Fish of the families <i>Bregmaceroideae</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%	12,5%	free	free	25%	
0304.47	3	Dogfish and other sharks	kg	25%	12,5%	free	free	25%	
0304.48	9	Rays and skates ( <i>Rajidae</i> )	kg	25%	12,5%	free	free	25%	
0304.49.90	1	Other	kg	25%	12,5%	free	free	25%	
0304.51	1	Tilapia ( <i>Oreochromis</i> spp.), catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Carias</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%	12,5%	free	free	25%	
0304.52	6	Salmonidae	kg	25%	12,5%	free	free	25%	
0304.53	2	Fish of the families <i>Bregmaceroideae</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%	12,5%	free	free	25%	
0304.56	1	Dogfish and other sharks	kg	25%	12,5%	free	free	25%	
0304.57	8	Rays and skates ( <i>Rajidae</i> )	kg	25%	12,5%	free	free	25%	
0304.59.90	6	Other	kg	25%	12,5%	free	free	25%	
0304.61.90	8	Other	kg	25%	12,5%	free	free	22,5%	
0304.62.90	6	Other	kg	25%	12,5%	free	free	22,5%	
0304.63.90	2	Other	kg	25%	12,5%	free	free	22,5%	
0304.69.90	0	Other	kg	25%	12,5%	free	free	22,5%	
0304.71.90	4	Other	kg	25%	12,5%	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
0304.72.90	0	Other	kg	25%	12,5%	free	free	22,5%
0304.73.90	7	Other	kg	25%	12,5%	free	free	22,5%
0304.74.90	3	Other	kg	25%	12,5%	free	free	22,5%
0304.75.90	6	Other	kg	25%	12,5%	free	free	22,5%
0304.79.90	5	Other	kg	25%	12,5%	free	free	22,5%
0304.81.90	9	Other	kg	25%	12,5%	free	free	22,5%
0304.82.90	5	Other	kg	25%	12,5%	free	free	22,5%
0304.83.90	1	Other	kg	25%	12,5%	free	free	22,5%
0304.87.90	7	Other	kg	25%	12,5%	free	free	22,5%
0304.88.90	3	Other	kg	25%	12,5%	free	free	22,5%
0304.89.90	4	Other	kg	25%	12,5%	free	free	22,5%
0304.93.90	6	Other	kg	25%	12,5%	free	free	25%
0304.94.90	2	Other	kg	25%	12,5%	free	free	25%
0304.95.90	9	Other	kg	25%	12,5%	free	free	25%
0304.96.90	5	Other	kg	25%	12,5%	free	free	25%
0304.97.90	1	Other	kg	25%	12,5%	free	free	25%
0304.99.90	4	Other	kg	25%	12,5%	free	free	25%
0305.31	4	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%	12,5%	free	free	25%
0305.32	0	Fish of the families <i>Bregmaceroideae</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%	12,5%	free	free	25%
0305.39.90	0	Other	kg	25%	12,5%	free	free	25%
0305.41	9	Pacific salmon ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbusha</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%	4,25%	free	free	25%
0305.43	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%	12,5%	free	free	25%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU	EFTA	SADC	MERCOSUR	
0305.44	8	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%	12,5%	free	free	25%	
0305.49.90	5	Other	kg	25%	12,5%	free	free	25%	
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 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%	12,5%	free	free	25%	
0305.53	6	Fish of the families <i>Bregmaceroideae</i> , <i>Euclithyidae</i> , <i>Gadidae</i> , <i>Macrouridae</i> , <i>Melanonidae</i> , <i>Merlucciidae</i> , <i>Moridae</i> and <i>Muraenolepidae</i> , excluding cod ( <i>Gadus morhua</i> , <i>Gadus ogac</i> , <i>Gadus macrocephalus</i> )	kg	25%	12,5%	free	free	25%	
0305.54.90	8	Other	kg	25%	12,5%	free	free	25%	
0305.59	4	Other	kg	25%	12,5%	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 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%	12,5%	free	free	25%	
0305.69	9	Other	kg	25%	12,5%	free	free	25%	
1604.13.05	9	Sardines ( <i>Sardine pilchardus</i> ), in oil, in airtight metal containers	kg	2,4c/kg net	1,2c/kg net	free	free	2,4c/kg net	
1604.17.10	0	Frozen	kg	25% or 200c/kg	12,5% or 100c/kg	free	free	25% or 200c/kg	
1604.18.10	7	Frozen	kg	25% or 200c/kg	12,5% or 100c/kg	free	free	25% or 200c/kg	
1604.19.10	3	Frozen	kg	25% or 200c/kg	12,5% or 100c/kg	free	free	25% or 200c/kg	
1604.20.80	1	Other, frozen	kg	25% or 200c/kg	12,5% or 100c/kg	free	free	25% or 200c/kg	

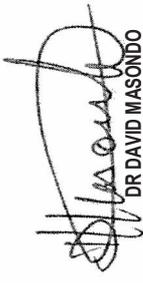
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1514

22 NOVEMBER 2019

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1631)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiemeer gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangetoon.



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	--	kg	25%	12,5%	vry	vry	25%
		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> )						
0302.13	7	--	kg	25%	4,25%	vry	vry	25%
		Stille Oseaan salm ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuschii</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i> )						
0302.14	3	--	kg	25%	4,25%	vry	vry	25%
		Atlantiese salm ( <i>Salmo salar</i> ) en Donou-salm ( <i>Hucho hucho</i> )						
0302.19	5	--	kg	25%	12,5%	vry	vry	25%
		Ander						
0303.12	4	--	kg	25%	12,5%	vry	vry	25%
		Ander Stille Oseaan salm ( <i>Oncorhynchus gorbuschii</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> en <i>Oncorhynchus rhodurus</i> )						
0303.13	0	--	kg	25%	4,25%	vry	vry	25%
		Atlantiese salm ( <i>Salmo salar</i> ) en Donou-salm ( <i>Hucho hucho</i> )						
0303.14	7	--	kg	25%	12,5%	vry	vry	25%
		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> )						
0303.19	9	--	kg	25%	12,5%	vry	vry	25%
		Ander						
0304.31	0	--	kg	25%	12,5%	vry	vry	25%
		Tilapia ( <i>Oreochromis</i> spp.)						
0304.32	7	--	kg	25%	12,5%	vry	vry	25%
		Barber ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.)						
0304.33	3	--	kg	25%	12,5%	vry	vry	25%
		Nylbaars ( <i>Lates niloticus</i> )						
0304.39	1	--	kg	25%	12,5%	vry	vry	25%
		Ander						

## Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0304.41	5	--	kg	25%	12,5%	vry	vry	25%
0304.42	1	--	kg	25%	12,5%	vry	vry	25%
0304.43	8	--	kg	25%	12,5%	vry	vry	25%
0304.44	4	--	kg	25%	12,5%	vry	vry	25%
0304.47	3	--	kg	25%	12,5%	vry	vry	25%
0304.48	9	--	kg	25%	12,5%	vry	vry	25%
0304.49.90	1	---	kg	25%	12,5%	vry	vry	25%
0304.51	1	--	kg	25%	12,5%	vry	vry	25%
0304.52	6	--	kg	25%	12,5%	vry	vry	25%
0304.53	2	--	kg	25%	12,5%	vry	vry	25%
0304.56	1	--	kg	25%	12,5%	vry	vry	25%
0304.57	8	--	kg	25%	12,5%	vry	vry	25%
0304.59.90	6	---	kg	25%	12,5%	vry	vry	25%
0304.61.90	8	---	kg	25%	12,5%	vry	vry	22,5%
0304.62.90	6	---	kg	25%	12,5%	vry	vry	22,5%
0304.63.90	2	---	kg	25%	12,5%	vry	vry	22,5%
0304.69.90	0	---	kg	25%	12,5%	vry	vry	22,5%
0304.71.90	4	---	kg	25%	12,5%	vry	vry	22,5%
0304.72.90	0	---	kg	25%	12,5%	vry	vry	22,5%
0304.73.90	7	---	kg	25%	12,5%	vry	vry	22,5%
0304.74.90	3	---	kg	25%	12,5%	vry	vry	22,5%

## Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Skalaal van Reg					Statistiese Eenheid
			Algemeen	EU	EFTA	SAOG	MERCOSUR	
0304.75.90	6	---	25%	12,5%	vry	vry	vry	22,5%
0304.79.90	5	---	25%	12,5%	vry	vry	vry	22,5%
0304.81.90	9	---	25%	12,5%	vry	vry	vry	22,5%
0304.82.90	5	---	25%	12,5%	vry	vry	vry	22,5%
0304.83.90	1	---	25%	12,5%	vry	vry	vry	22,5%
0304.87.90	7	---	25%	12,5%	vry	vry	vry	22,5%
0304.88.90	3	---	25%	12,5%	vry	vry	vry	22,5%
0304.89.90	4	---	25%	12,5%	vry	vry	vry	22,5%
0304.93.90	6	---	25%	12,5%	vry	vry	vry	25%
0304.94.90	2	---	25%	12,5%	vry	vry	vry	25%
0304.95.90	9	---	25%	12,5%	vry	vry	vry	25%
0304.96.90	5	---	25%	12,5%	vry	vry	vry	25%
0304.97.90	1	---	25%	12,5%	vry	vry	vry	25%
0304.99.90	4	---	25%	12,5%	vry	vry	vry	25%
0305.31	4	---	25%	12,5%	vry	vry	vry	25%
		Tilapia (Oreochromis spp.), barber (Pangasius spp., Silurus spp., Clarias spp., Ictalurus spp.), karp (Cyprinus carpio, Carassius carassius, Ctenopharyngodon idellus, Hypophthalmichthys spp., Cirrhinus spp., Mylopharyngodon piceus, Catla catla, Labeo spp., Osteochilus hasselti, Leptobarbus hoeveni, Megalobrama spp.), pailings (Anguilla spp.), Nylbaars (Lates niloticus) en slangkoppe (Channa spp.)						
0305.32	0	--	25%	12,5%	vry	vry	vry	25%
		Vis van die families Bregmaceroideae, Euclichthyidae, Gadidae, Macrouridae, Melanonidae, Merlucciidae, Moridae en Muraenolepididae						
0305.39.90	0	----	25%	12,5%	vry	vry	vry	25%
0305.41	9	--	25%	4,25%	vry	vry	vry	25%
		Stille Oseaan salm (Oncorhynchus nerka, Oncorhynchus gorbuscha, Oncorhynchus keta, Oncorhynchus tshawytscha, Oncorhynchus kisutch, Oncorhynchus masou en Oncorhynchus rhodurus), Atlantiese salm (Salmo salar) en Donou-salm (Hucho Hucho)						
0305.43	1	--	25%	12,5%	vry	vry	vry	25%
		Forelle (Salmo trutta, Oncorhynchus mykiss, Oncorhynchus clarki, Oncorhynchus aguabonita, Oncorhynchus gilae, Oncorhynchus apache en Oncorhynchus chrysogaster)						

## Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg					
				Algemeen	EU	EFTA	SAOG	MERCOSUR	
0305.44	8	Tilapias ( <i>Oreochromis</i> spp.), barber ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Ciarias</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.), palinge ( <i>Anguilla</i> spp.), Nylbaars ( <i>Lates niloticus</i> ) en slangkoppe ( <i>Channa</i> spp.)	kg	25%	12,5%	vry	vry	25%	
0305.49.90	5	Ander	kg	25%	12,5%	vry	vry	25%	
0305.52	0	Tilapias ( <i>Oreochromis</i> spp.), barber ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Ciarias</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.), palinge ( <i>Anguilla</i> spp.), Nylbaars ( <i>Lates niloticus</i> ) en slangkoppe ( <i>Channa</i> spp.)	kg	25%	12,5%	vry	vry	25%	
0305.53	6	Vis van die families <i>Bregmaceroideae</i> , <i>Euclichthyidae</i> , <i>Gadidae</i> , <i>Macrouroidae</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%	12,5%	vry	vry	25%	
0305.54.90	8	Ander	kg	25%	12,5%	vry	vry	25%	
0305.59	4	Ander	kg	25%	12,5%	vry	vry	25%	
0305.64	7	Tilapias ( <i>Oreochromis</i> spp.), barber ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Ciarias</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.), palinge ( <i>Anguilla</i> spp.), Nylbaars ( <i>Lates niloticus</i> ) en slangkoppe ( <i>Channa</i> spp.)	kg	25%	12,5%	vry	vry	25%	
0305.69	9	Ander	kg	25%	12,5%	vry	vry	25%	
1604.13.05	9	Sardiens ( <i>Sardine pilchardus</i> ), in olie, in lugdigte metaalhouers	kg	2,4c/kg net	1,2c/kg net	vry	vry	2,4c/kg net	
1604.17.10	0	Bevrose	kg	25% of 200c/kg	12,5% of 100c/kg	vry	vry	25% of 200c/kg	
1604.18.10	7	Bevrose	kg	25% of 200c/kg	12,5% of 100c/kg	vry	vry	25% of 200c/kg	
1604.19.10	3	Bevrose	kg	25% of 200c/kg	12,5% of 100c/kg	vry	vry	25% of 200c/kg	
1604.20.80	1	Ander, bevrose	kg	25% of 200c/kg	12,5% of 100c/kg	vry	vry	25% of 200c/kg	

**SOUTH AFRICAN REVENUE SERVICE**

**NO. R. 1515**

**22 NOVEMBER 2019**

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1632)**

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.



**DR DAVID MASENDO**  
DEPUTY MINISTER OF FINANCE

**SCHEDULE**

**By the insertion of Note G.12, the amendment of Note G.47 and the renumbering of Note G.12 to G.53:**

12	CO <sub>2</sub> e	means "carbon dioxide equivalent"
13	DC	means "direct current"
14	dtex	means "decitex"
15	g	means "gram"
16	GVM	means "gross vehicle mass"
17	GW.h	means "gigawatt hour"
18	Hz	means "hertz"
19	INN	means "International Nonproprietary Name"
20	int. unit	means "international unit"
21	ISO	means "International Organization for Standardization"
22	kA	means "kilo-ampere"
23	kcal	means "kilocalorie(s)"
24	kg	means "kilogram"
25	kN	means "kilonewton"
26	kPa	means "kilopascal"
27	kV	means "kilovolt"
28	kVA	means "kilovolt ampere"
29	kVar	means "kilovolt-ampere reactive"
30	kW	means "kilowatt"
31	l	means "litre"
32	m	means "metre"
33	m <sup>2</sup>	means "square metre"
34	µCi	means "microcurie"
35	m <sup>3</sup>	means "cubic metre"
36	mA	means "milliampere"
37	mg	means "milligram"

## By the insertion of Note G.12 and the renumbering of Note G.12 to G.53:

38	ml	means "millilitre"
39	mm	means "millimetre"
40	mm <sup>2</sup>	means "square millimetre"
41	N	means "newton(s)"
42	nM	means "millinewton(s)"
43	MPa	means "megapascal"
44	u	means "number of units"
45	pr.	means "pair"
46	R	means "rand"
47	t	means "ton/tonne"
48	UV	means "ultra-violet"
49	V	means "volt"
50	V.A.	means "volt ampere"
51	vol.	means "volume"
52	W	means "watt"
53	%	means "per cent AD VALOREM"
54	/	means "unless the context otherwise indicates, per."

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1515

22 NOVEMBER 2019

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1632)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, Bylae No. 1 by bogenoemde Wet, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangetoon.



DR DAVID MASEDO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

**Deur die invoeging van Opmerking G.12, die wysiging van Opmerking G.47 en die hemoemering van Opmerking G.12 no G.53:**

12	KD <sup>2</sup> e	beteken "koolstofdioksied ekwivalent"
13	GS	beteken "Gelykstrom"
14	dtex	beteken "desitek"
15	g	beteken "gram"
16	GVM	beteken "gross voeruij massa"
17	GW.u	beteken "gigawatt uur"
18	Hz	beteken "hertz"
19	INN	beteken "Internasionale Geeneiendomsreg Naam"
20	int. unit	beteken "internasionale eenheid"
21	ISO	beteken "Internasionale Organisasie vir Standaardisering"
22	kA	beteken "kilo-ampere"
23	kcal	beteken "kilokalorie(s)"
24	kg	beteken "kilogram"
25	kN	beteken "kilonewton"
26	kPa	beteken "kilopascal"
27	kV	beteken "kilovolt"
28	kVA	beteken "kilovolt ampere"
29	kVar	beteken "Kilovolt-ampere reageermiddel"
30	kW	beteken "kilowatt"
31	li	beteken "liter"
32	m	beteken "meter"
33	m <sup>2</sup>	beteken "vierkante meter"
34	µCi	beteken "mikrocurie"
35	m <sup>3</sup>	beteken "kubieke meter"
36	mA	beteken "milliampere"
37	mg	beteken "milligram"

Deur die invoeging van Opmerking G.12, die wysiging van Opmerking G.47 en die hemommering van Opmerking G.12 no G.53:

38	ml	beteken "milliliter"
39	mm	beteken "millimeter"
40	mm <sup>2</sup>	beteken "vierkante millimeter"
41	N	beteken "newton(s)"
42	nM	beteken "millinewton(s)"
43	MPa	beteken "megapascal"
44	e	beteken "nommer van eenhede"
45	pr.	beteken "paar"
46	R	beteken "rand"
47	t	beteken "ton/tonne"
48	UV	beteken "ultra-violet"
49	V	beteken "volt"
50	V.A.	beteken "volt ampere"
51	vol.	beteken "volume"
52	W	beteken "watt"
53	%	beteken "persent AD VALOREM"
54	/	beteken "tensy die inhoud anders aandui, per"

SOUTH AFRICAN REVENUE SERVICE

NO. R. 1516

22 NOVEMBER 2019

CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO.1/1/1633)

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 2020, to the extent set out in the Schedule hereto.



DR DAVID MASEKONDO  
DEPUTY MINISTER OF FINANCE

SCHEDULE

By the deletion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU	EFTA	SADC	MERCOSUR	
6404.19.90	9	Other	2u	30% or 500c/2u	20%	20%	free	free	30% or 500c/2u

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU	EFTA	SADC	MERCOSUR	
0802.90.1	--	Pecan:							
0802.90.11	9	In shell	kg	free	free	free	free	free	free
0802.90.12	7	Shelled	kg	free	free	free	free	free	free
0802.90.90	9	Other	kg	free	free	free	free	free	free
1212.99.1	---	<i>Aspalathus linearis</i> (Rooibos/Red Bush):							
1212.99.11	6	Leaves and stems, dried, in immediate packings not exceeding 10 kg	kg	20%	free	20%	free	free	20%
1212.99.13	2	Other leaves and stems, dried	kg	20%	free	20%	free	free	20%
1212.99.19	1	Other	kg	20%	free	20%	free	free	20%
1212.99.90	6	Other	kg	20%	free	20%	free	free	20%
1302.19.14	3	Of the species <i>Aspalathus linearis</i> (Rooibos/Red bush)	kg	25%	free	free	free	free	25%
4410.11.10	1	Agglomerated into board, but not further worked than sanded	kg	15%	free	free	free	free	15%
4410.11.20	9	Coated, covered or laminated	kg	15%	free	free	free	free	15%
4410.11.90	1	Other	kg	15%	free	free	free	free	15%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
4411.12.10	1	Agglomerated into board, but not further worked than sanded	kg	10%	free	free	free	10%
4411.12.20	9	Coated, covered or laminated	kg	10%	free	free	free	10%
4411.12.90	0	Other	kg	10%	free	free	free	10%
4411.13.10	8	Agglomerated into board, but not further worked than sanded	kg	10%	free	free	free	10%
4411.13.20	5	Coated, covered or laminated	kg	10%	free	free	free	10%
4411.13.90	6	Other	kg	10%	free	free	free	10%
4411.14.10	4	Agglomerated into board, but not further worked than sanded	kg	10%	free	free	free	10%
4411.14.20	1	Coated, covered or laminated	kg	10%	free	free	free	10%
4411.14.90	2	Other	kg	10%	free	free	free	10%
4811.59.30	6	Coated, impregnated or covered with melamine, of a thickness of 70 microns or more, in rolls	kg	free	free	free	free	free
4811.59.40	3	Coated, impregnated or covered with melamine, of a thickness of 70 microns, not in rolls	kg	free	free	free	free	free
6402.99.10	5	With outer soles of polymers of vinyl chloride and uppers of polyurethane	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.20	7	With outer soles of synthetic rubber and uppers of polyurethane	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.30	4	With outer soles and uppers of polyurethane	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.40	1	With outer soles of natural rubber and uppers of polyurethane	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.50	9	With outer soles and uppers of polymers of vinyl chloride	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.60	6	With outer soles of synthetic rubber and uppers of polymers of vinyl chloride	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.70	3	With outer soles of polyurethane and uppers of polymers of vinyl chloride	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.80	0	With outer soles of natural rubber and uppers of polymers of vinyl chloride	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6402.99.90	8	Other	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6403.19.02	6	Rugby or soccer shoes	2u	30%	20%	20%	free	30%
6403.19.04	2	Cycling shoes	2u	30%	20%	20%	free	30%
6403.19.06	9	Cricket shoes	2u	30%	20%	20%	free	30%
6403.19.90	5	Other	2u	30%	20%	20%	free	30%
6404.11.20	7	Rugby or soccer shoes	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6404.11.30	4	Cycling shoes	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
6404.11.40	1	Cricket shoes	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
<b>6404.19.9</b>		<b>Other:</b>						
6404.19.91	7	With outer soles of vinyl chloride and uppers of textile materials	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6404.19.93	3	With outer soles of synthetic rubber and uppers of textile materials	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6404.19.95	5	With outer soles of polyurethane and upper of textile materials	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6404.19.97	6	With outer soles of natural rubber and uppers of textile materials	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
6404.19.99	2	Other	2u	30% or 500c/2u	20%	20%	free	30% or 500c/2u
7104.20.10	0	Synthetic diamond	kg	free	free	free	free	free
7104.20.90	9	Other	kg	free	free	free	free	free
7104.90.10	2	Synthetic diamond	kg	free	free	free	free	free
7104.90.90	0	Other	kg	free	free	free	free	free

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
0802.90		Other:						
1212.99		Other:						
4410.11		Particle board:						
4411.12		Of a thickness not exceeding 5 mm:						
4411.13		Of a thickness exceeding 5 mm but not exceeding 9 mm:						
4411.14		Of a thickness exceeding 9 mm:						
6402.99		Other:						
6403.19		Other:						
7104.20		Other, unworked or simply sawn or roughly shaped:						
7104.90		Other:						

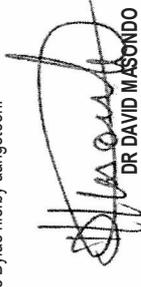
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1516

22 NOVEMBER 2019

DOEANE- EN AKSYNSWET, 1964. WYSIGING  
VAN BYLAE NO. 1 (NO. 1/1/1633)

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 2020, in die mate in die Bylae hierby aangetoon.



DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

## Deur die skraping van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
6404.19.90	9	---	2u	30% of 500c/2u	20%	20%	vry	30% of 500c/2u

## Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0802.90.1		--						
0802.90.11	9	---	kg	vry	vry	vry	vry	vry
0802.90.12	7	---	kg	vry	vry	vry	vry	vry
0802.90.90	9	--	kg	vry	vry	vry	vry	vry
1212.99.1		----						
1212.99.11	6	----	kg	20%	vry	20%	vry	20%
1212.99.13	2	----	kg	20%	vry	20%	vry	20%
1212.99.19	1	----	kg	20%	vry	20%	vry	20%
1212.99.90	6	---	kg	20%	vry	20%	vry	20%
1302.19.14	3	----	kg	25%	vry	vry	vry	25%
4410.11.10	1	---	kg	15%	vry	vry	vry	15%
4410.11.20	9	---	kg	15%	vry	vry	vry	15%
4410.11.90	1	---	kg	15%	vry	vry	vry	15%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
4411.12.10	1	---	kg	10%	vry	vry	vry	10%
4411.12.20	9	---	kg	10%	vry	vry	vry	10%
4411.12.90	0	---	kg	10%	vry	vry	vry	10%
4411.13.10	8	---	kg	10%	vry	vry	vry	10%
4411.13.20	5	---	kg	10%	vry	vry	vry	10%
4411.13.90	6	---	kg	10%	vry	vry	vry	10%
4411.14.10	4	---	kg	10%	vry	vry	vry	10%
4411.14.20	1	---	kg	10%	vry	vry	vry	10%
4411.14.90	2	---	kg	10%	vry	vry	vry	10%
4811.59.30	6	---	kg	vry	vry	vry	vry	vry
4811.59.40	3	---	kg	vry	vry	vry	vry	vry
6402.99.10	5	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.20	7	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.30	4	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.40	1	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.50	9	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.60	6	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.70	3	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.80	0	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6402.99.90	8	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6403.19.02	6	---	2u	30%	20%	20%	vry	30%
6403.19.04	2	---	2u	30%	20%	20%	vry	30%
6403.19.06	9	---	2u	30%	20%	20%	vry	30%
6403.19.90	5	---	2u	30%	20%	20%	vry	30%
6404.11.20	7	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.11.30	4	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.11.40	1	---	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
<b>6404.19.9</b>		---						

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
6404.19.91	7	Met buitesele van vinylchloried en bodele van tekstielstowwe	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.19.93	3	Met buitesele van sintetiese rubber en bodele van tekstielstowwe	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.19.95	5	Met buitesele van poliuretaan en bodele van tekstielstowwe	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.19.97	6	Met buitesele van natuurlike rubber en bodele van tekstielstowwe	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
6404.19.99	2	Ander	2u	30% of 500c/2e	20%	20%	vry	30% of 500c/2e
7104.20.10	0	Sintetiese diamante	kg	vry	vry	vry	vry	vry
7104.20.90	9	Ander	kg	vry	vry	vry	vry	vry
7104.90.10	2	Sintetiese diamante	kg	vry	vry	vry	vry	vry
7104.90.90	0	Ander	kg	vry	vry	vry	vry	vry

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
0802.90	-	Ander:						
1212.99	--	Ander:						
4410.11	--	Spaanderbord:						
4411.12	--	Met 'n dikte van hoogstens 5 mm:						
4411.13	--	Met 'n dikte van meer as 5 mm maar hoogstens 9 mm:						
4411.14	--	Met 'n dikte van meer as 9 mm:						
6402.99	--	Ander:						
6403.19	--	Ander:						
7104.20	-	Ander, onbewerk of eenvoudig gesaag of ru gevorm:						
7104.90	-	Ander:						

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1517

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1634)**

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 2020, to the extent set out in the Schedule hereto.

  
 DR DAVID MASEKANE  
 DEPUTY MINISTER OF FINANCE

SCHEDULE

**By the substitution of Note 1(a) in Chapter 11 of Section II to Part 1 of Schedule No. 1 with the following:**

- (a) Cake wheat flour and white bread wheat flour means such flours as defined in the Department of Agriculture, Land Reform and Rural Development Regulations, published by Government Notice No. 405 of 5 May 2017, relating to the grading, packing and marking of wheat products, imported into the Republic of South Africa.

**By the substitution of Note 1(b) in Chapter 11 of Section II to Part 1 of Schedule No. 1 with the following:**

- (b) Cake wheat flour or white bread wheat flour as defined in the Department of Agriculture, Land Reform and Rural Development Regulations, published by Government Notice No. R. 405 of 5 May 2017, must be classified in tariff subheading 1101.00.90 unless it complies with the grading, packing and marking requirements applicable in terms of those Regulations to such classes of wheat products intended for sale in the Republic of South Africa.

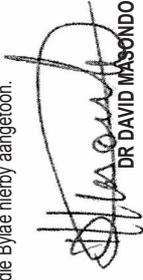
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1517

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1634)**

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 2020, in die mate in die Bylae hierby aangetoon.



**DR DAVID MASEDO**  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

**Deur Note 1(a) in Hoofstuk 11 van Afdeling II tot Deel 1 van Bylae No. 1 met die volgende te vervang:**

- (a) Koekkoringmeelblom en witbroodkoringmeelblom beteken sodanige meelblomme soos omskryf in die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling Regulasies, gepubliseer in Goewermentskennisgewing Nr. 405 van 5 Mei 2017, wat betrekking het op die gradering, verpakking en merk van koringprodukte, ingevoer na die Republiek van Suid Afrika.

**Deur Note 1(b) in Hoofstuk 11 van Afdeling II tot Deel 1 van Bylae No. 1 met die volgende te vervang:**

- (b) Koekkoringmeelblom of witbroodkoringmeelblom soos omskryf in die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling Regulasies, gepubliseer in Goewermentskennisgewing Nr. R. 405 van 5 Mei 2017, moet in tariefsubpos 1101.00.90 ingedeel word tensy dit voldoen aan die graderings-, verpakings- en merkreistes wat ingevolge daardie Regulasies op sodanige klasse koringprodukte bestem vir verkoop in die Republiek van Suid-Afrika, van toepassing is.

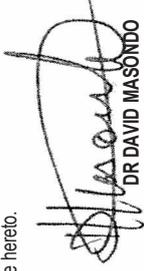
## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1518

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/368)**

In terms of section 75 of the Customs and Excise Act, 1964, Schedule No. 4 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.



DR DAVID MASEDO  
DEPUTY MINISTER OF FINANCE

**SCHEDULE**

**By the substitution of Note 5 in Schedule No. 4 with the following:**

5. For the purposes of items 409.00, 480.00 and 490.00:
- (a) Where any goods or vehicles are imported or re-imported, as the case may be, in terms of these items by a person who is required to declare goods in terms of section 15, that person means a "traveller" as defined in the rules for that section and as contemplated in form TC-01; and
  - (b) in addition to the Notes to these items, such a traveller must comply with the requirements of section 15, the rules for that section and form TC-01.

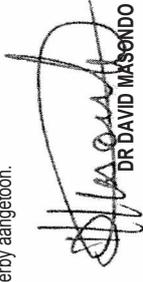
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1518

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/368)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 4 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangeleen.



DR DAVID MASEKO  
ADJUNKMINISTER VAN FINANSIES

**BYLAE****Deur Opmerking 5 in Bylae No. 4 met die volgende te vervang:**

5. Vir die doeleindes van items 409.00, 480.00 en 490.00:

- (a) Waar enige goedere of voertuie ingeвоelge hierdie items ingevoer of her-ingevoer word, wat ook al die geval mag wees, deur 'n persoon wat ingevoelge artikel 15 verlanq word om goedere te verklar, beteken daardie persoon 'n "reisiger" te wees soos omskryf in die reëls by daardie artikel en soos beoog in vorm TC-01; en
- (b) bo en behalwe die Opmerkings ten opsigte van hierdie items, moet sodanige reisiger aan die voorskryfte van artikel 15, die reëls by dié artikel en vorm TC-01 voldoen.

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1519

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO.4/1/378)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 4 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.

**SCHEDULE**

  
DR DAVID MASHONDO  
DEPUTY MINISTER OF FINANCE

By the substitution of Note 2 to rebate item 409.00 with the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
409.00	2.			Admission of the following goods under this item shall be subject to a permit for re-importation issued by the Director-General: Department of Agriculture, Land Reform and Rural Development: Butter, cheese, maize and maize products, sugar, wine, brandy and spirituous beverages.	

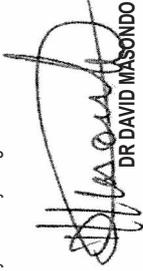
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1519

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/1/378)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 4 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangeboden.



DR DAVID MASEDO  
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die vervanging van Opmerking 2 by kortingitem 409.00 met die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
409.00				2. Toelating van die volgende goedere onder hierdie item is onderhewig aan 'n permit vir her invoer wat deur die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling uitgereik word: Botter, kaas, mielies en mielieprodukte, suiker, wyn, brandewyn en spiritusdranke.	

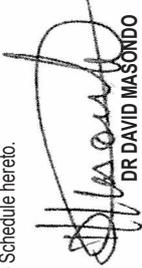
## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1520

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 5 (NO. 5/3/112)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 5 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.

  
**DR DAVID MASEDO**  
 DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the deletion of the following:

Refund Item	Tariff Heading	Code	CD	Description	Extent of Refund
<b>537.02</b>				<b>MOTOR VEHICLES</b>	
537.02	87.00	01.02	20	Motor vehicles classifiable under tariff subheadings 8701.20.10, 8702.10.81, 8702.10.85, 8702.10.87, 8702.90.81, 8702.90.85, 8702.90.87, 8703.21.90, 8703.22.90, 8703.23.90, 8703.24.90, 8703.31.90, 8703.32.90, 8703.33.90, 8703.90.90, 8704.21.81, 8704.21.83, 8704.31.81, 8704.31.83, 8704.90.81, 8704.90.83, 8706.00.05 and 8706.00.15 entered on or before <b>31 December 2015</b> for the purposes of this item, as specified by the International Trade Administration Commission, by means of a certificate: Provided that the application for such certificate shall not be considered by the International Trade Administration Commission, unless the applicant - (a) proves that he or she is a manufacturer of specified motor vehicles registered in terms of Chapter 98 or an automotive component manufacturer which is contracted to supply automotive components to a manufacturer of specified motor vehicles; (b) has submitted a business plan on or before 31 December 2009 and entered on or before 31 December 2014 in respect of a project to invest in productive assets, with a view to producing specified motor vehicles or components of sufficient quality, quantity and at competitive prices to supply to the common customs area and international markets in line with the guidelines issued by the International Trade Administration Commission; and (c) has proved to the satisfaction of the International Trade Administration Commission that the project will contribute to the achievement of the overall objectives of the Government's Motor Industry Development Programme	Full duty less the duty in Section B of Part 2 of Schedule No. 1

**NOTES:**

- Productive assets include the following: Buildings erected for the sole purpose of manufacturing specified motor vehicles or automotive components, and new or unused plant, machinery, tooling, jigs, dies and moulds, in-plant logistics, testing, design and production IT equipment and supporting software. The duty which may be rebated is calculated as follows: A total of 20 per cent of the value of the productive assets approved by the International Trade Administration Commission for purposes of this rebate provision, but limited to 4 per cent per annum up to **31 December 2014, thereafter a PAA certificate issued for any remaining amount of Productive Asset Allowance value to be valid to 31 December 2015.**
- The International Trade Administration Commission may impose further conditions without prior notice, and the certificate or amended certificate shall be forwarded directly to the Commissioner for retention by him or her.

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1520

22 NOVEMBER 2019

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 5 (NO. 5/3/112)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 5 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangeleë.



DR DAVID MASEKOTO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

Deur die skraping van die volgende:

Teruggawe Item	Tarifpos	Kode	TS	Beskrywing	Mate van Terugbetaling
537.02	MOTORVOERTUIE				
537.02	87.00	01.02	20	<p>Motorvoertuie wat onder subposte 8701.20.10, 8702.10.81, 8702.10.85, 8702.10.87, 8702.90.81, 8702.90.85, 8702.90.87, 8703.21.90, 8703.22.90, 8703.23.90, 8703.24.90, 8703.31.90, 8703.32.90, 8703.33.90, 8703.90.90, 8704.21.81, 8704.21.83, 8704.31.81, 8704.31.83, 8704.90.81, 8704.90.83, 8706.00.05 en 8706.00.15 ressorteer, wat voor of op <b>31 Desember 2015</b> vir die doeleindes van hierdie item geklaar is, soos gespesifiseer deur die Internasionale Handelsadministrasiekommissie by wyse van 'n sertifikaat:</p> <p>Met dien verstande dat die aansoek vir sodanige sertifikaat nie deur die Internasionale Handelsadministrasiekommissie oorweeg sal word nie, tensy die applikant-</p> <p>(a) bewys lewer dat hy of sy 'n vervaardiger van gespesifiseerde motorvoertuie is, wat kragtens Hoofstuk 98 geregistreer is, of 'n vervaardiger van motorvoertuigkomponente is wat gekontrakteer is om motorvoertuigkomponente aan 'n vervaardiger van gespesifiseerde motorvoertuie te voorsien;</p> <p>(b) 'n besigheidsplan in verband met 'n projek wat belê in produktiewe komponente voor of op 31 Desember 2009 ingedien het, met die doel om gespesifiseerde motorvoertuie of motorvoertuigkomponente van genoegsame kwaliteit, kwantiteit en teen kompeterende pryse te voorsien aan die gemeenskaplike doeanegedebied en internasionale markte ooreenkomstig voorskryfte uitgereik deur die Internasionale Handelsadministrasiekommissie; en</p> <p>(c) tot die bevrediging van die Internasionale Handelsadministrasiekommissie bewys het dat die projek 'n bydrae sal lewer tot die bereiking van die algehele doelwit van die Staat se Motornywerheidontwikkelingsprogram.</p> <p>OPMERKINGS:</p> <p>1. Produktiewe bates sluit die volgende in: Geboue opgerig vir die uitsluitlike doel om gespesifiseerde motors of motorvoertuigkomponente te vervaardig, asook nuwe of ongebruikte aanlegte, masjinerie, gereedskap, horrelpype, matryse en vorms, in-aanleg logistieke, proef-, ontwerp- en produksie IT toerusting en ondersteunende sagteware, te vervaardig. Die reg wat gekort kan word, word as volg bereken: 'n Totaal van 20 persent van die waarde van die produktiewe bates deur die Internasionale Handelsadministrasiekommissie goedgekeur vir die doel van hierdie kortingsvoorsiening, maar beperk tot 4 persent per jaar tot <b>31 Desember 2014</b>, daarna 'n <b>PBT sertifikaat uitgereik vir enige oorblywende bedrag van Produktiewe Bate Toelae waarde geldig tot 31 Desember 2015</b>.</p> <p>2. Die Internasionale Handelsadministrasiekommissie mag verdere voorwaardes sonder vooraf kennisgewing instel, en die sertifikaat of gewysigde sertifikaat moet onmiddellik aan die Kommissaris gestuur word vir bewaring deur hom of haar.</p>	Volle reg min die reg in Afdeling B van Deel 2 van Bylae No. 1

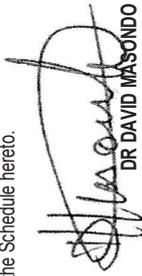
## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1521

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 6 (NO. 6/3/50)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 6 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.

  
DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE

## SCHEDULE

By the deletion of the following:

Rebate Item	Tariff Item	Rebate Code	CD	Description	Extent of Rebate	Extent of Refund
672.01	<b>FUEL SUPPLIED FOR THE LINE-FILL OF THE NEW MULTI-PURPOSE PRODUCTS PIPELINE (NMPP) GOVERNMENT PROJECT</b>					
672.01	105.10	01.01	53	Fuel supplied by Petroleum Oil & Gas Corporation of South Africa (SOC) Ltd for the trunkline-fill of the NMPP from Island View Durban to Jameson Park, before 31 March 2012, not exceeding 154 744 400 li		Full fuel levy less 7,5 c/li and full Road Accident Fund levy
672.01	105.10	02.01	58	Fuel supplied by Sasol Oil (Pty) Limited for the secondary line-fill of the NMPP from Jameson Park to Alrode, from Alrode to Langlaagte and from Kendal to Waitlloo, before 31 March 2012, not exceeding 20 358 410 li		Full fuel levy less 7,5 c/li and full Road Accident Fund levy

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1521

22 NOVEMBER 2019

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 6 (NO. 6/3/50)

Kragters artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 6 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangetoon.



DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

Deur die skraping van die volgende:

Kortingtem	Tariefitem	Kortingkode	TS	Beskrywing	Mate van Kortring	Mate van Terugbetaling
672.01	<b>BRANDSTOF VOORSIEN VIR DIE LYN-VULLING VAN DIE NUWE VEEL-DOEL-PRODUKTE PYPLYN (NVPP) REGERINGSPROJEK</b>					
672.01	105.10	01.01	53	Brandstof voorsien deur Petroleum Oil & Gas Corporation of South Africa (SOC) Ltd vir die hooflyn-vulling van die NVPP vanaf Island View Durban na Jameson Park, voor 31 Maart 2012, van hoogstens 154 744 400 li		Volle brandstofheffing min 7,5 c/li en volle Padongelukfondsheffing
672.01	105.10	02.01	58	Brandstof voorsien deur Sasol Oil (Pty) Limited vir die sekondêre lyn-vulling vanaf Jameson Park na Alrode, vanaf Alrode na Langlaagte en vanaf Kental na Walloo, voor 31 Maart 2012, van hoogstens 20 358 410 li		Volle brandstofheffing min 7,5 c/li en volle Padongelukfondsheffing

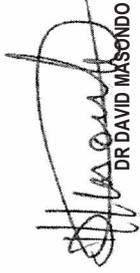
**SOUTH AFRICAN REVENUE SERVICE**

NO. R. 1522

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/398)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended, with effect from 1 January 2020, to the extent set out in the Schedule hereto.



**DR DAVID MASEDO**  
DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the substitution of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.01	03.04	01.04	41	Mackerel, horse-mackerel, snoek, kingklip, sole, angel fish (Brama raii), black maitin (Makaira indica), bigscale mackerel (gastoro) (Gasterochisma melampis), dorado (mai-mai) (Coryphaena hippurus), moon fish (opa) (Lampris regius), oil fish, smooth (escolar) (Lepidocybium flavobrunneum), oil fish, rough (Ruvettus pretiosus), sawara (Acanthocybium solandri), sail fish (Istiophorus platyterus), striped marlin (Tetrapturus audax), shortbill spear fish (sikiyami) (Tetrapturus angustirostris), sword fish (Xiphias gladius), ribbon fish (Lepidopus caudatus), monk (Lophius piscatorius), cavebass (Dinopercia petersi), lyretail hogfish (Bodianus anhioides), turcoat hogfish (Bodianus axillaris), saddleback hogfish (Bodianus bilunulatus), diana's hogfish (Bodianus diana), lined hogfish (Bodianus leucostictus), goldsaddle hogfish (Bodianus perdito), yellowfin emperor (Lethrinus crocineus), river snapper (Lutjanus argentimaculatus), rosy jobfish (Pristipomoides filamentosus), king mackerel (Scomberomorus commerson), tomato rockcod (Cephalopholis somerati), white-edged rockcod (Epinephelus albonigricatus), brown-spotted rockcod (Epinephelus chlorostigma), malabar rockcod (Epinephelus malabaricus), rockcod (Epinephelus rivulatus), englishman (Chrysoblephus anglicus), slinger (Chrysoblephus puniceus) and blueskin (Polysteganus coeruleopunctatus), in such quantities and at such times as the Director-General: Department of Agriculture, Land Reform and Rural Development may allow by specific permit	Full duty
460.01	04.00	01.02	29	Dairy produce of headings 04.01, 04.02, 04.03, 04.04, 04.05 and 04.06 in such quantities and at such times as the Director-General: Department of Agriculture, Land Reform and Rural Development may allow by specific permit: Provided that such permit shall be issued under such conditions as may be agreed upon by the Governments of the Republic, Botswana, Lesotho, Swaziland and Namibia: Provided further that goods cleared in terms of this rebate item shall not be removed to the area of Botswana, Lesotho, Swaziland or Namibia	Full duty
460.01	04.09	01.04	47	Natural honey, in immediate packings of a content exceeding 1 kg, subject to such conditions as the Director-General: Department of Agriculture, Land Reform and Rural Development may allow by specific permit, for repacking into immediate packings of a content of less than 1 kg	Full duty
460.02	00.00	01.00	05	Potatoes, dried leguminous vegetables, cereals, oil seeds and sweet corn, verified by the Director-General: Department of Agriculture, Land Reform and Rural Development that it can only be used for planting or sowing	Full duty
460.02	1001.9	01.05	57	Wheat (excluding durum wheat), in such quantities and at such times as the Director-General: Department of Agriculture, Land Reform and Rural Development may allow by specific permit: Provided that such permit shall be issued under such conditions as may be agreed upon by the Governments of the Republic, Botswana, Lesotho, Swaziland and Namibia: Provided further that wheat and wheaten flour obtained from such wheat cleared in terms of this rebate item, shall not be removed to the area of Botswana, Lesotho, Swaziland or Namibia	Full duty
460.02	12.05	01.04	49	Rape seed, whether or not broken, in such quantities and at such times as the Director-General: Department of Agriculture, Land Reform and Rural Development may allow by specific permit	Full duty

## By the substitution of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.03	0207.14.9	01.07	73	<p>Frozen meat of the species Gallus domesticus, cut in pieces with bone in and imported from or originating in the United States of America, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission (ITAC) may allow by specific permit on recommendation of the Director General, Department of Agriculture, Land Reform and Rural Development (DALRRD), provided that -</p> <p>(a) With effect from 1 April 2016, permits may be issued by ITAC for meat imported in terms of this rebate item;</p> <p>(b) From the date this rebate item comes into operation up to and including 31 March 2016 meat imported in terms of this rebate item shall be on a first-come-first-serve basis;</p> <p>(c) The meat subject to the provisions of this rebate item may not exceed a basic annual quota of 68 590 metric tonnes;</p> <p>(d) The annual quota period is 1 April to 31 March;</p> <p>(e) Prior to 1 April 2016, the quota shall be 16250 metric tonnes;</p> <p>(f) As from 1 April 2017 a growth factor as determined by DALRRD is applied to the basic quota annually;</p> <p>(g) The meat imported in terms of this rebate item may not be removed outside the Republic for consumption in any of the BLNS countries;</p> <p>(h) The permit is not transferable and may not be used to obtain meat to the benefit of any entity or person not named in the permit issued by ITAC;</p> <p>(i) This rebate item shall be suspended if any benefits that South Africa enjoyed under AGOA as at 1 November 2015 are suspended, and shall remain suspended for as long as those benefits under AGOA remains suspended; and</p> <p>(j) This rebate item is suspended in terms of paragraph (i) as from the date the Minister of Trade and Industry submits written confirmation to the Minister of Finance that South Africa's benefits under AGOA have been suspended.</p>	Full anti-dumping duty
460.25				<b>GOODS, IN SUCH QUANTITIES AT SUCH TIMES AND UNDER THE CONDITIONS SPECIFIED IN GOVERNMENT GAZETTE NO. 16886 OF 18 DECEMBER 1995, AS THE DIRECTOR-GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT MAY ALLOW BY SPECIFIC PERMIT</b>	

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1522

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/2/398)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2020, in die mate in die Bylae hierby aangetoon.



DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.01	03.04	01.04	41	Makriële, matsbanker, snoek, koningklip, torgvis, engelvis (Brama rai), swart marlyn (Makaira indica), grootskubmakriel (gastoro) (Gasterochisma melampis), dorade (mai-mai) (Coryphaena hippurus), maan-vis (opa) (Lampris regius), olievis, glad (escolar) (Lepidocybium flavobrunneum), olievis, rot (Ruvettus pretiosus), sawara (Acanthocybium solandri), seilvis (Isiophorus platipterus), gestrepte marijn (Tetrapturus audeax), korbek-speervis (sikiyami) (Tetrapturus angustirostris), swaardvis (Xiphias gladius), kalkvis (Lepidopus caudatus), monnik (Lophius piscatorius), spelonkbaars (Dinoperca petersi), lierstert-varkvis (Bodianus anthioides), weerhaan-varkvis (Bodianus axillaris), saarnus-varkvis (Bodianus bilunulatus), diana se varkvis (Bodianus diana), gestrepte varkvis (Bodianus leucostictus), goudsaal-varkvis (Bodianus perditio), geelvin-keiser (Lethrinus croceus), rivier-snapper (Lutianus argentimaculatus), dagbreek-joppvis (Pristipomoides filamentosus), katonkel (Scomberomorus commerson), tamatie-klipkabeljou (Cephalopholis somerati), witrand-klipkabeljou (Epinephelus albomarginatus), bruinspijke-klipkabeljou (Epinephelus chlorostigma), malabar-klipkabeljou (Epinephelus malabaricus), halmaan-klipkabeljou (Epinephelus rivulatus), engelmaan (Chrysoblephus anglicus), slinger (Chrysoblephus puniceus), en blouwel (Polysteganus coelepunctatus), in die hoeveelhede en op die tye wat die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling by bepaalde permit toelaat	Volle reg
460.01	04.00	01.02	29	Suiwelprodukte van poste 04.01, 04.02, 04.03, 04.04, 04.05 en 04.06 in die hoeveelhede en op die tye wat die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling by bepaalde permit mag toelaat: Met dien verstande dat sodanige permit uitgereik sal word onder die voorwaardes waaromtrent deur die Regerings van die Republiek, Botswana, Lesotho, Swaziland en Namibië ooreengekom mag word: Met dien verstande voorts dat goedere kragtens hierdie kortingitem geklaar nie na die gebied van Botswana, Lesotho, Swaziland en Namibië verwyder mag word nie	Volle reg
460.01	04.09	01.04	47	Natuurlike heuning, in onmiddellike verpakings met 'n inhoud van meer as 1 kg, onderhewig aan die voorwaardes wat die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling by bepaalde permit mag toelaat, vir herverpakking in onmiddellike verpakings van minder as 1 kg	Volle reg
460.02	00.00	01.00	05	Aartappels, gedroogde peulgroente, graansoorte, olesade en suikermielies, deur die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling geveerfeer dat dit slegs vir plant of saaidoeleindes gebruik kan word	Volle reg
460.02	1001.9	01.05	57	Koring (uitgesonderd durumkoring), in die hoeveelhede en op die tye wat die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling by bepaalde permit toelaat: Met dien verstande dat sodanige permit uitgereik sal word onderhewig aan die voorwaardes soos deur die Regerings van die Republiek, Botswana, Lesotho, Swaziland en Namibië ooreengekom mag word: Met dien verstande voorts dat koring en koringmeelblom van sodanige koring verky kragtens hierdie kortingitem geklaar, nie na die gebied van Botswana, Lesotho, Swaziland of Namibië verwyder mag word nie	Volle reg
460.02	12.05	01.04	49	Raapsaad, hetsy gebreek al dan nie, in die hoeveelhede en op die tye wat die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling by bepaalde permit mag toelaat	Volle reg

## Deur die vervanging van die volgende:

Kortingitem	Tarifpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.03	0207.14.9	01.07	73	<p>Bevorre vleis van die Gallus domesticus soort, in been-in stukke gesny en ingevoer vanaf of met oorsprong van die Verenigde State van Amerika, in dié hoeveelhede, op dié tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie (IHAK) by bepaalde permit mag toelaat op aanbeveling van die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling (DLGLO), met dien verstande dat -</p> <p>(a) Met ingang vanaf 1 April 2016, mag permissie uitgereik word deur die IHAK vir vleis ingevoer ingevolge hierdie kortingitem;</p> <p>(b) Vir die tydperk vanaf die datum waarop hierdie kortingitem in werking tree tot en met 31 Maart 2016, sal vleis ingevoer ingevolge hierdie kortingitem op 'n eerste-kom-eerste-bedien grondslag wees;</p> <p>(c) Die vleis onderworpe aan die voorsienings van hierdie kortingitem mag nie 'n basiese jaarlikse kwota van 65 417 metrieke ton oorskry nie;</p> <p>(d) Die jaarlikse kwota tydperk is 1 April tot 31 Maart;</p> <p>(e) Voor 1 April 2016, sal die kwota 16 250 metrieke ton wees;</p> <p>(f) Vanaf 1 April 2017, sal 'n jaarlikse groeifaktor soos deur die DLGLO bepaal toegepas word op die basiese kwota in (c) hierbo vermeld;</p> <p>(g) Die vleis ingevoer ingevolge hierdie kortingitem mag nie buite die Republiek verwyder word vir gebruik in enige van die BLNS lande nie;</p> <p>(h) Die permit is nie oordraagbaar nie en mag nie gebruik word om vleis te verkry tot die voordeel van enige wese of persoon wat nie in die permit wat deur die IHAK uitgereik word, vermeld word nie;</p> <p>(i) Hierdie kortingitem sal opgeskort word indien enige voordele wat Suid-Afrika soos op 1 November 2015 onder AGOA geniet het opgeskort word en sal opgeskort bly solank daardie voordele ingevolge AGOA opgeskort bly; en</p> <p>(j) Hierdie kortingitem sal opgeskort wees ingevolge die bepalings van paragraaf (i) vanaf die datum wat die Minister van Handel en Nywerheid skriftelike bevestiging voorlé aan die Minister van Finansies dat Suid-Afrika se voordele ingevolge AGOA opgeskort is.</p>	Volle anti-dumpingreg
460.25				<b>GOEDERE, IN DIE HOEVEELHEDE OP DIE TYE EN ODERWORPE AAN DIE VOORWAARDES GESPESEFISEER IN DIE STAATSKOERANT NO. 16886 VAN 18 DESEMBER 1995, WAT DIE DIREKTEUR-GENERAAL: DEPARTEMENT VAN LANDBOU, GRONDHERVORMING EN LANDELIKE ONTWIKKELING BY BEPAALDE PERMIT MAG TOELAAT</b>	

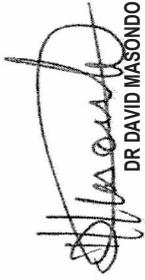
**SOUTH AFRICAN REVENUE SERVICE**

**NO. R. 1523**

**22 NOVEMBER 2019**

**CUSTOMS AND EXCISE ACT, 1964,  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1630)**

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 retrospective effect from 1 April 2018, to the extent set out in the Schedule hereafter.



**DR DAVID MASONDO**  
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
8517.62.20	8	--- Apparatus designed for use when carried in the hand or on the person (excluding two-way radios)	u	free	free	free	free	free

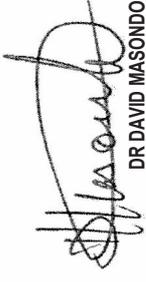
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1523

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1630)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, met terugwerkende krag vanaf 1 April 2018, in die mate in die Bylae hierby aangetoon.

  
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
8517.62.20	8	--- Apparaat ontwerp vir gebruik wanneer in die hand of aan die persoon gedra word (uitgesonderd twee-richting radios)	u	vry	vry	vry	vry	vry

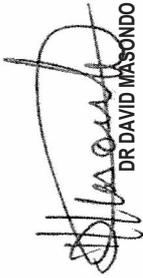
## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1524

22 NOVEMBER 2019

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/2B/168)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 2B of Schedule No. 1 to the said Act is hereby amended, with retrospective effect from 1 April 2018, to the extent set out in the Schedule hereto.



DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Tariff Item	Tariff Subheading	Article Description	Rate of Excise Duty
124.37.11	8517.62.20	Apparatus designed for use when carried in the hand or on the person (excluding two-way radios)	9%

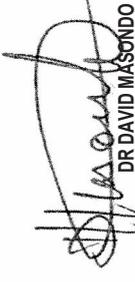
## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1524

22 NOVEMBER 2019

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/2B/168)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae No. 1 by bogenoemde Wet hiermee gewysig, met terugwerkende krag vanaf 1 April 2018, in die mate in die Bylae hierby aangetoon.

  
DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Tariefitem	Tariefsubpos	Artikel Beskrywing	Skaal van Aksynsreg
124.37.11	8517.62.20	Apparate ontwerp vir gebruik wanneer in die hand of aan die persoon gedra word (uitgesonderd twee-rioting radios)	9%

# **WARNING!!!**

## **To all suppliers and potential suppliers of goods to the Government Printing Works**

The Government Printing Works would like to warn members of the public against an organised syndicate(s) scamming unsuspecting members of the public and claiming to act on behalf of the Government Printing Works.

One of the ways in which the syndicate operates is by requesting quotations for various goods and services on a quotation form with the logo of the Government Printing Works. Once the official order is placed the syndicate requesting upfront payment before delivery will take place. Once the upfront payment is done the syndicate do not deliver the goods and service provider then expect payment from Government Printing Works.

Government Printing Works condemns such illegal activities and encourages service providers to confirm the legitimacy of purchase orders with GPW SCM, prior to processing and delivery of goods.

To confirm the legitimacy of purchase orders, please contact:

Anna-Marie du Toit (012) 748-6292 ([Anna-Marie.DuToit@gpw.gov.za](mailto:Anna-Marie.DuToit@gpw.gov.za)) and

Siraj Rizvi (012) 748-6380 ([Siraj.Rizvi@gpw.gov.za](mailto:Siraj.Rizvi@gpw.gov.za))

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