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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 376

27 March 1998

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES: HAIRDRESSING TRADE, BORDER: AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices No. R. 1273 of 25 August 1995 and R. 1612 of 20 October 1995, with effect from 6 April 1998.

T. T. MBOWENI
Minister of Labour

No. R. 376

27 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS: HAARKAPPERSBEDRYF, GRENS: OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid trek hierby kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 1273 van 25 Augustus 1995 en R. 1612 van 20 Oktober 1995, in met ingang van 6 April 1998.

T. T. MBOWENI
Minister van Arbeid

No. R. 377**27 March 1998****LABOUR RELATIONS ACT, 1956****CANCELLATION OF GOVERNMENT NOTICES: HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE: MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices No. R. 1285 of 25 August 1995 and R. 1482 of 29 September 1995, with effect from 6 April 1998.

T. T. MBOWENI**Minister of Labour**

No. R. 377**27 Maart 1998****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN GOEWERMENTSKENNISGEWINGS: HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE: HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid trek hierby kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 1285 van 25 Augustus 1995 en R. 1482 van 29 September 1995, in met ingang van 6 April 1998.

T. T. MBOWENI**Minister van Arbeid**

No. R. 378**27 March 1998****LABOUR RELATIONS ACT, 1956****CANCELLATION OF GOVERNMENT NOTICES: HAIRDRESSING TRADE, SEMI-NATIONAL: MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices No. R. 750 of 10 May 1996 and R. 997 of 14 June 1996, with effect from 6 April 1998.

T. T. MBOWENI**Minister of Labour**

No. R. 378**27 Maart 1998****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN GOEWERMENTSKENNISGEWINGS: HAARKAPPERSBEDRYF, SEMI-NASIONAAL: HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid trek hierby kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 750 van 10 Mei 1996 en R. 997 van 14 Junie 1996, in met ingang van 6 April 1998.

T. T. MBOWENI**Minister van Arbeid**

No. R. 379**27 March 1998****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (SEMI-NATIONAL):
EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995 (Act No. 66 of 1995), declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Hairdressing and Cosmetology Trade (Semi-National) 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 trade as defined hereunder, with effect from 6 April 1998, and for the period ending 31 December 2004:

1. (a) "Trade", in respect of the Magisterial Districts of East London, Port Elizabeth and Uitenhage, as these areas were constituted on 24 May 1996, means the Hairdressing and Cosmetology Trade, in which employers and their employees are associated for the purpose of rendering toilet services in any establishment;
 - (b) "toilet services" means any or more or a combination of the operations generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:
 - (i) The arranging, dressing, cutting, highlighting, shaving, curling and cleaning of hair;
 - (ii) the singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, relaxing, styling, waving (permanent, Marcel or water) of hair, or any other treatment of the hair of the head or the face;
 - (iii) the massaging or other stimulative treatment or exercise of the face, scalp or neck;
 - (iv) the manicuring of nails, eyebrow plucking, boardwork, trichological treatment or beauty culture;
 - (v) the performing of any operation referred to in (i) on any wig or hairpiece to be worn by any person;

whether or not any apparatus, appliance, preparation or substance is used in any of these operations.

- (c) "establishment" means any premises in which toilet services are normally rendered to members of the public;
2. (a) "Trade", in respect of the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Vereeniging, as these areas were constituted on 10 September 1987, means the Hairdressing Trade, in which employers and their employees are associated for the purpose of rendering toilet services in any hairdressing salon;
 - (b) "toilet services" means any one or more or a combination of the practices generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:
 - (i) Hair arranging, hairdressing, hair cutting, highlighting, shaving, curling, cleaning; or
 - (ii) singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent, Marcel or water) or any other treatment of the hair of the head or the face; or
 - (iii) the massage or other stimulative treatment or exercise of the face, scalp or neck; or
 - (iv) manicuring of the nails, eyebrow plucking, board work, trichological treatment or beauty culture; or
 - (v) performing any operation referred to in (i) on any wig or hairpiece to be worn by any person, whether or not any apparatus, appliance, preparation or substance is used in any of these operations.
- (c) "hairdressing salon" means any premises in which toilet services are normally rendered to members of the public.

T. T. MBOWENI**Minister of Labour**

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SCHEDULE**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE
(SEMI-NATIONAL)****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, being the **Main Agreement** entered into between the

South African Hairdressers' and Cosmetologists' Association

("the employers' organisation" or "SAHCA")

and the

South African Hairdressers Employees' Industrial Union

("the trade union")

who are the parties to the

Bargaining Council for the Hairdressing and Cosmetology Trade

(semi-national)

("the council")

in

Hairdressing and Cosmetology Trade

("the industry")

to regulate the terms and conditions of employment in the industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement must be observed in the industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the following areas:

(i) "Area 1", which means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs;

(ii) "Area 2", which means the Magisterial Districts of Klerksdorp and Vereeniging;

(iii) "Area 3", which means the Magisterial District of East London;

(iv) "Area 4", which means the Magisterial Districts of Port Elizabeth and Uitenhage.

(2) The terms of this Agreement apply to apprentices in so far as they are not inconsistent with conditions of apprenticeship published under the Manpower Training Act, 1981.

(3) The terms of this Agreement apply to all employers and employees in the industry other than those referred to in subclause (1) (a) in the Magisterial Districts referred to in subclause (1) (b) from the date fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, 1995.

(4) The parties agree that the following clauses of this Agreement will not apply to non-parties, namely clause 1 (1) (a), 2 and 17 (7).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement binds the parties to it in terms of section 31 (a) of the Labour Relations Act, 1995, and comes into operation for the parties on the same date fixed by the Minister of Labour in terms of section 32 (2) of the said Act for the non-parties, and shall remain in force until 31 December 2004.

3. DEFINITIONS

Any expression used in the Agreement which is defined in the Act has the meaning assigned to it in the Act. The masculine includes the feminine and the neuter, and the singular includes the plural; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1995;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the MTA, and includes a minor;

"casual employee" means an employee who substitutes for any permanent employee who is employed in the manner and for the purpose described in clause 10 (4);

"certificate to practise hairdressing" means the certificate prescribed in Annexure D;

"commission" means any amount due to an employee in terms of a commission agreement between an employer and employee;

"COTT" means the Central Organisation for Trade Testing;

"cosmetology" means any one or more of the toilet services usually performed by a manicurist or beauty culturist, or cosmetician or cosmetologist in a salon and includes, but is not limited to—

- (a) manicure, pedicure and nail technology or the application of artificial nails or nail extensions whatever the substance used, including acrylic, fibre glass or gel;
- (b) eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (c) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (d) facial skin care;
- (e) removal of unwanted or superfluous hair from the head or face by whatever means, other than shaving, but including waxing, chemical depilatories, electrical or mechanical means;

whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

"cosmetologist" means a manicurist or beauty culturist or cosmetologist or cosmetician who performs any one or more of the toilet services referred to in the definition of "cosmetology";

"establishment" means any premises in which toilet services are normally rendered to members of the public;

"general assistant" means an employee employed in—

- (a) cleaning and/or sweeping premises;
- (b) cleaning shoes;
- (c) running errands;
- (d) providing refreshments to staff and customers of a salon;
- (e) sanitising and sterilising tools, equipment and surfaces;
- (f) washing dishes;
- (g) doing laundry and ironing;

"general secretary" means the chief executive officer of the council;

"hairdresser" means any person who, for gain, on his or her own account, or in partnership, or as an employee, performs, or directly or indirectly advertises that he or she performs, any one or more of the toilet services usually performed by a hairdresser;

"hairdressing" means any one or more of the toilet services usually performed by a hairdresser in a salon, and includes, but is not limited to—

- (a) any service to the scalp or the hair of the head or face, including the following:
 - (i) shampooing and cleansing, and conditioning and treating;
 - (ii) chemical reformation of the hair, including permanent waving, relaxing and straightening of the hair;
 - (iii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary means, and including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high lifting tints or toners;
 - (iv) hair cutting and shaping;
 - (v) barbering services, including shaving and singeing of hair;
 - (vi) hair styling and arranging, including design, curling, waving (whatever means are used, including water, the Marcel method, or heat), blow-drying and blow-waving and styling, tonging, pressing and silking (relaxing);

whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

- (b) massage or stimulative treatment or exercise of the face, scalp or neck;
- (c) the adding to hair of natural and artificial hair and hair extensions, board work, postiche, wigmaking or the performing of any operation referred to in paragraph (a) on any wig or hairpiece to be worn by any person;
- (d) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair;

"hairdressing salon" means an establishment;

"HCSIETB" means the Hairdressing and Cosmetology Services Industry Education and Training Board;

"IMSSA" means the Independent Mediation Services of South Africa;

"minor" means a minor employed in terms of section 15 of the MTA during the usual probationary period before conclusion of a contract of apprenticeship;

"MTA" means the Manpower Training Act, 1981;

"non-working employer" means the owner of a salon who is a legal person or a natural person who is not entitled to a certificate to practice hairdressing;

"operator" means an employee over the age of 18 years who performs such work as may from time to time be designated by the HCSIETB as the work of an operator;

"part-time employee" means someone employed for not more than 10 hours per day and not more than 25 hours per week;

"party" means the employers' organisation or trade union;

"premium" means any consideration of whatsoever nature in return for the training of any person in hairdressing;

"qualified hairdresser" means a person who—

- (a) completed a contract of apprenticeship before 1 January 1994; or
- (b) holds a trade test certificate issued by COTT or the HCSIETB; or
- (c) holds a certificate of proficiency under the Training of Artisans Act, 1951; or
- (d) holds any qualification which the council in consultation with the HCSIETB may recognise as a qualification, whether or not obtained in the Republic of South Africa; or
- (e) holds a master's certificate of the employers' organisation or of any division thereof; or
- (f) holds a certificate of competency in hairdressing or one of its branches issued by any bargaining council or former industrial council before the coming into force of this Agreement;

"receptionist and/or telephonist" means an employee who is employed in a salon and who does one or more of the following as part of his job responsibility and not on a casual basis only:

- (a) Receives clients or books appointments;
- (b) keeps accounts and records;
- (c) does any clerical work;
- (d) handles cash;
- (e) is responsible for counter sales;
- (f) is responsible for stock control;
- (g) is responsible for advertising and promotion;
- (h) arranges merchandising displays;

"representative" means a person appointed by any party to represent such party on the council;

"salon" means an establishment;

"secretary" includes a deputy secretary, an assistant secretary and an acting secretary and means the secretary of the council, acting under the directions of the general secretary, if the council has appointed a general secretary;

"toilet services" means any one or more or a combination of the practices generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, as set out in the council's certificate of registration;

"trainee hairdresser" means any employee, excluding an apprentice, over 21 years old who is in training under a written training contract registered with the council;

"training institution" means an institution accredited by the HCSIETB as a training institution at which any course accredited by the HCSIETB is provided;

"wage" means—

- (a) the remuneration payable to an employee in terms of clause 12 in respect of the hours of work prescribed in clause 14, overtime in terms of clause 14 (6), public holiday work in terms of clause 15 (1) and Sunday work in terms of clause 15 (2);
- (b) if an employer habitually pays an employee an amount higher than the prescribed wage, the higher amount;
- (c) any amount payable to an employee in respect of commission in terms of clause 11 or clause 12 (1), or bonus, whether or not these amounts may vary from month to month;

but—

- (i) for the purposes of payment for public holidays, annual leave and pro rata holiday pay, commission is not treated as wages;
- (ii) for the purposes of calculating commission for work on a Sunday or public holiday, wages means the wages specified in clause 12 (1) and not as calculated in terms of clause 12 (12);
- (iii) for the purposes of payment of annual leave, pro rata holiday pay, sick pay, Sick Pay Fund contributions and hci Provident Fund contributions in the case of a hairdresser in Area 1, it means the wage specified in Part B of the Wage Schedule to clause 12 (1) for Area 1;
- (iv) for the purposes of payment for annual leave and pro rata holiday pay, amounts received in respect of overtime work, work on Sundays, and work on public holidays are not treated as wages;

"working employer" means an employer who performs any act as a hairdresser or cosmetologist.

(2) The index to this Agreement and the clause headings are supplied for information purposes only and are not to be used in the construction of this Agreement.

4. SECTOR AND AREA

The sector and area for which the council is established is hairdressing and cosmetology services ("the industry"), as defined in the council's certificate of registration, and this Agreement applies only to persons who fall within the council's registered scope.

5. PROHIBITION OF CARRYING ON CERTAIN ACTS AS A HAIRDRESSER OR COSMETOLOGIST

- (1) Every employer is obliged to register every salon owned or operated by that employer with the council.
- (2) No employer may carry on the business of a salon unless—
 - (a) it has been registered with the council;
 - (b) in the case of a hairdressing salon, the control and management of the salon is vested in a qualified hairdresser, if the proprietor is a non-working employer;
 - (c) in the case of a hairdressing salon, a certificate to practise hairdressing has been issued to every hairdresser in the employer's employ, excluding an apprentice, a general assistant, an operator or a trainee.
- (3) No employee may work as a hairdresser or cosmetologist unless the salon in which he works has been registered with the council.
- (4) No person may perform any act contemplated by the term "hairdressing" in a salon unless he holds a certificate to practice hairdressing, or is an apprentice, a general assistant, an operator or a trainee.
- (5) No person under the age of 18 years may perform any act contemplated by the term "hairdressing" in a salon unless as a minor or registered as an apprentice, and no such person may be employed as—
 - (a) an operator;
 - (b) a trainee hairdresser.

6. APPLICATION FOR REGISTRATION OF A SALON

(1) Before beginning business as a salon a person proposing to employ anyone in the industry must apply to the council in the form specified in Annexure B for registration of that salon. A separate application must be completed in respect of every salon owned or operated by an employer.

(2) Every applicant for registration must comply with clause 5, and the applicant must not be a disqualified person. No disqualified person may own or operate a salon which employs employees.

- (3) For the purpose of this clause a disqualified person is any person who—
 - (a) is or was a partner in a partnership;
 - (b) is or was a member or former member of a close corporation;
 - (c) is or was a shareholder or director of a company;
 - (d) is or was a close corporation or company,

and at the time of the application referred to in subclause (1), such person or any person referred to in subclause 3 (a) to (d)—

- (i) owes any sum to any employee or former employee in the industry in respect of wages, which remain unpaid in contravention of this Agreement or any former industrial council agreement; and/or
- (ii) owes any sum of money to the council in contravention of any obligation under any of the council's collective agreements or former industrial council agreements; and/or
- (iii) has failed to pay the contributions of any employee, whether wholly or in part, to any benefit fund in contravention of the terms of any of the council's collective agreements or former industrial council agreements.

(4) In the event of a change in any of the particulars referred to in the completed Annexure B, an employer is required to notify the council thereof within 14 days of the change. Until the council has received notification of the change, the employer remains bound by the particulars of the business of which the council is aware, and in addition is liable for both the financial consequences of the failure to give the notice, and of the change.

7. CONTROL OF PREMISES

- (1) In the interests of job creation and maintenance—
 - (a) an employer who owns or operates a salon may not lease any premises in which the business of the salon is carried on jointly with any other person except a partner who is engaged in the same business;
 - (b) an employer who owns or operates a salon may not let or sub-let any part of the premises in which the business of the salon is carried on to, or share those premises with, any person including someone who is a hairdresser. It will not be a contravention of this paragraph if a hairdressing salon shares premises with a cosmetology salon.
- (2) No employer may for gain conduct the business of a training institution, whether or not it is accredited as a training institution by the HCSIETB, from a salon during the hours when the salon is open to the public.

(3) Every owner of a salon, and every person apparently in charge of a salon, is obliged to disclose to a designated agent of the council, on demand, the name and address of the landlord of the premises in which the business of the salon is carried on, and every such owner is hereby deemed to have consented to the disclosure by the landlord to the council of all relevant particulars of the lease of the premises.

8. APPLICATION FOR AND ISSUE OF CERTIFICATE TO PRACTISE HAIRDRESSING

(1) Every hairdresser must apply to the council for a certificate to practice hairdressing in the form specified in Annexure C and pay a levy of R20 therefor.

(2) No employer and no employee may perform any act contemplated by the term "hairdressing" unless and until a certificate to practise hairdressing in the form specified in Annexure D has been issued to him.

(3) It is not necessary for any person doing the work of an apprentice, a general assistant, an operator, or a trainee hairdresser to apply for a certificate to practise hairdressing.

(4) If the council is satisfied that the applicant is a qualified hairdresser and complies with the requirements of this Agreement, it must issue a certificate to practise hairdressing in the form specified in Annexure D. In the case of a non-working employer the certificate will be endorsed N/A in place of the code referred to in subclause (8).

(5) A certificate to practise hairdressing may only be issued to someone who is a qualified hairdresser.

(6) The council may withdraw a certificate to practise hairdressing issued to any person if the certificate was obtained on the strength of false information.

(7) Any person in possession of any certificate to practise hairdressing which has been withdrawn in terms of subclause (6) must at the request of the council return it to the council.

(8) On every certificate to practise hairdressing issued by the council it must endorse one of these codes, each with the meaning assigned to it, namely:

- (a) QET means that the holder of the certificate is a person contemplated in paragraph (a) of the definition of "qualified hairdresser";
- (b) COTT means that the holder of the certificate is a person contemplated in paragraphs (b) or (c) of the definition of "qualified hairdresser";
- (c) QA means that the holder of the certificate is a person contemplated in paragraph (d) of the definition of "qualified hairdresser";
- (d) MC means that the holder of the certificate is a person contemplated in paragraph (e) of the definition of "qualified hairdresser";
- (e) CQ means that the holder of the certificate is a person contemplated in paragraph (f) of the definition of "qualified hairdresser";
- (f) QBE means that the council has exempted the holder of the certificate from the requirement of obtaining any qualification referred to in the definition of "qualified hairdresser".

9. TRAINING CONTRACTS

(1) No employer may employ any person as a trainee hairdresser except under a training contract which has been approved by the council.

(2) A training contract must be—

- (a) in writing and signed personally by the trainee hairdresser and by or on behalf of the employer;
- (b) concluded within three months from the date of commencement of employment, and must be sent to the secretary of the council for registration within 14 days from the date of its conclusion;
- (c) in substantially the same form as an apprenticeship contract with the changes required by the contract.

(3) An employer is forbidden to accept a premium for the training of any person as a hairdresser, except as authorised by the HCSIETB.

(4) The council may authorise an employer to employ any person over the age of 18 years as a trainee hairdresser in any one of the fields of hairdressing recognised by the HCSIETB. The training contract is governed by the provisions of this Agreement and not by the MTA.

(5) The training schedules specified by the HCSIETB for an apprentice engaged in the same field of training as the trainee hairdresser apply to the training. The employer is obliged to ensure that the trainee hairdresser is provided with the training set out in the said training schedule.

(6) The employer is obliged to give the trainee hairdresser time off to attend the courses that an apprentice following the same field of training would be obliged to undergo at a training institution. The provisions of the conditions of apprenticeship relating to time off on full pay for attending such courses apply to a trainee hairdresser with the changes required by the context.

(7) The council has the same rights in regard to transfer and termination of a training contract as the HCSIETB would have in regard to an apprentice under the MTA, with the changes required by the context, and with no right of appeal to the Minister.

(8) A trainee hairdresser must be paid the same wages as an apprentice on a comparable level of training.

10. SECURITY OF EMPLOYMENT

(1) No employer may employ any employee to perform any toilet services other than as permitted by this Agreement.

(2) The only work which may be done by—

- (a) a cosmetologist;
- (b) a general assistant;
- (c) an operator;
- (d) a receptionist and/or telephonist,

for the wages specified for the relevant category of work, is the work specified in the definition of each of the above categories in clause 3 of this Agreement, otherwise the person doing the work is entitled to be paid as a qualified hairdresser whose certificate to practise hairdressing is endorsed with the code "COTT", and the employer is obliged to pay that person accordingly.

(3) An employer may not employ any person under the age of 16 years. A person over the age of 16 and under the age of 18 years may only be employed in a salon—

- (a) during the probationary period allowed by the MTA;
- (b) in terms of an apprenticeship contract registered by the HCSIETB;
- (c) if he is a qualified hairdresser with a certificate to practise hairdressing endorsed "COTT";
- (d) as a general assistant.

(4) Casual employees may only be employed to replace employees or working employers who are temporarily absent on any leave. An employer who employs a casual employee must notify the council of that fact in writing within seven days of employing such a person, and must notify the council in writing within seven days of the termination of the services of the casual employee. Until such time as an employer has notified the council of the engagement of a casual employee that employee will be irrebuttably treated for the purposes of all of the collective agreements operated by the council to be in full-time employment and be entitled to all of the rights, and subject to all of the liabilities, of a full-time employee.

(5) The ratio of operators to hairdressers with a certificate to practise hairdressing is not allowed to exceed:

- (a) one operator to the first qualified hairdresser; and thereafter
- (b) one operator to every two qualified hairdressers.

(6) No employer may employ any person as a hairdresser unless that person produces to the intended employer a valid certificate to practise hairdressing.

(7) Every month an employer is obliged to disclose to the council on the form specified in Annexure A ("the return form") the full names of all persons employed, including minors and apprentices and trainees.

(8) Every employer must notify the council in writing within 14 days after an employee has left the employ of the employer. Until an employer has done so, that employer remains liable for the financial consequences of the employment of that employee, including those specified in clause 17 of this Agreement.

(9) No employer may require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending 12 weeks after the date of her confinement ("maternity leave"). An employer is not obliged to pay an employee during maternity leave, but is obliged to reinstate such employee in employment if she presents herself for continuous employment not later than 12 weeks after the date of her confinement.

(10) An employer may employ a person as a part-time employee subject to the following rules:

- (a) The part-time employee may not be employed as a casual employee;
- (b) the part-time employee must be employed for the same hours on the same day(s) of each cycle, where "cycle" means a week, a fortnight or a month;
- (c) the employment contract must be in writing and must specify the benefits to which full-time employees are entitled in terms of the collective agreements operated by the council, and indicate which of those benefits apply to the part-time employee;
- (d) a part time employee may not be employed for more than 10 hours per day and for not more than 25 hours per week;
- (e) an employer who employs a part-time employee must notify the council of that fact in writing within 14 days (or the next return form) of employing such a person;
- (f) an employer who employs a part-time employee must notify the council in writing within 14 days of the termination of the services of the part-time employee.

(11) Until such time as an employer has complied with subclause 10 (f), that part-time employee will irrebuttably be treated as being in full-time employment for the purposes of all of the collective agreements operated by the council, and be subject to all of the rights and the liabilities of a full-time employee.

(12) An employer must provide each employee with a letter of appointment showing the employee's full name, date of commencement of service, initial job title, basic salary, and normal hours of work. A copy of each such letter, signed by the employee, must be retained by the employer in the salon and a copy be made available. These must be available for inspection by the designated agents of the council at all reasonable times.

11. COMMISSION AGREEMENTS

(1) An employer and employee may agree that the employee is to receive commission on services or sales or both (a "commission agreement"). Despite this, a hairdresser in Area 1 is restricted to a commission agreement which comply with Part A of the Wage Schedule to clause 12 (1) for Area 1.

(2) A commission agreement must be in writing and signed personally by the employee and by or on behalf of the employer. Subject to Part A to the Wage Schedule to clause 12 (1) for Area 1, a commission agreement must contain the following particulars:

- (a) The identify of the parties and the basic wage agreed upon if the basic wage is higher than the prescribed wage;
- (b) the rate of commission, and the condition of entitlement;
- (c) the day of the week or month when commission earned is due and payable;
- (d) the period of notice to be given by the employer or the employee to cancel or to negotiate for the alteration of the conditions under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 12.

(3) The commission agreement must be signed by the parties before two witnesses.

(4) Every employer must within seven days of being requested to do so supply the council with a copy of every commission agreement concluded by him.

(5) Subject to Part A to the Wage Schedule to clause 12 (1) in the case of a hairdresser in Area 1, a commission agreement must be in the form set out in Annexure E or be in substantially similar form.

(6) All qualified hairdressers are deemed to be employed in terms of a commission agreement.

(7) If a commission agreement is not in writing then, whether or not it complies with this clause, it will for all purposes be deemed to provide that the employee is entitled to commission at a rate of 40% of takings after doubling the basic wage for that employee provided in this agreement, and without any deduction for stock or for any other reason.

(8) If the employer is unable to produce a record of takings for an employee employed, or deemed to be employed in terms of a commission agreement, vouched for by that employee, the record of takings alleged by the employee shall be deemed to be the takings of that employee until the contrary is proved by the employer.

12. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

(1) Subject to the provisions of subclauses (6), (13) and (14) below, an employer must pay wages at not less than, and an employee may not accept wages at rates lower than, those set out in the Wage Schedule annexed hereto and to be read as if incorporated herein.

(2) "Merit certificate" means a certificate contemplated in paragraph (b) or (c) of the definition of "qualified hairdresser".

(3) Nothing in this clause operates to permit of a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer.

(4) The provisions of subclause (3) also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by the same employer.

(5) (a) Wages may be paid by cheque unless the employee insists on cash and are payable weekly or monthly, as may have been agreed between the employer and employee. If the employment is terminated before the usual pay day, the wages are payable immediately on termination. The wages must be placed in a sealed envelope upon which must appear—

- (i) the full name of the employee;
- (ii) the period for which the particular payment is made;
- (iii) any deductions in terms of this Agreement; and
- (iv) the amount contained in the envelope.

(b) A casual employee must be paid the remuneration due to him upon termination of each contract of casual employment.

(6) No deduction of any description other than the following may be made from the amount due to an employee:

- (a) Where an employee is absent from work otherwise than on agreed leave, or at the request of the employer, a pro rata amount for the period of absence;
- (b) contributions to council funds in terms of this Agreement;
- (c) subscriptions and levies to the trade union, if any;
- (d) contributions to HairMed, the Hairdressing Trade Sick Pay Fund ("the Sick Pay Fund") and the hci Provident Fund, if any;
- (e) deductions which an employer is required to make in terms of any Act or any other amount which an employer is legally or by order of a court required or permitted to make;

- (f) deductions in respect of VAT permitted to be deducted from the retail sales price of toilet products for the purposes of calculating commission on such sales in the case of a hairdresser.
- (7) Wages which are payable weekly must be paid on the Friday of each week not later than the close of business. If Friday is a public holiday, payment must be made on the previous business day not later than the close of business. Wages which are payable monthly must be paid on the last business day of every month not later than the close of business.
- (8) Payment of wages must be made at the place where the employee is actually engaged or employed at the time of payment of the wages.
- (9) In the case of weekly paid employees, the weekly wage is to be calculated at the rate of three thirteenths of the monthly wage.
- (10) After an employee has been in the continuous service with the same salon or the same employer(s)—
- (a) for a period of 60 months, the employee is entitled thereafter to additional salary calculated at the rate of 5% of the basic monthly wage of that category of employee as prescribed by subclause (1);
 - (b) for a period of 120 months, the employee is entitled thereafter to additional salary calculated at the rate of 10% of the basic monthly wage of that category of employee as prescribed by subclause (1).
- (11) For purposes of subclause (1), the term "continuous service" includes any period of service with the same salon or employer—
- (a) prior to the coming into effect of this Agreement;
 - (b) during maternity leave permitted by this Agreement;
 - (c) even if, after the date of coming into operation of this provision, those services are terminated by the employer, as long as the employee is re-engaged by the same salon or employer and the interval between the termination and re-engagement does not exceed 90 days.
- (12) To arrive at the hourly rate for Sunday and public holiday work, the monthly wage must be multiplied by 12, then divided by—
- (a) 2 184 during the period from 1 January 1997 to 31st December 1997; and
 - (b) 2 080 thereafter.
- (13) Subclauses (9) to (12), inclusive, do not apply to hairdressers in Area 1 but they do apply to operators, apprentices, trainee hairdressers, manicurists and/or beauty culturists, receptionists and/or telephonists and general assistants in the said area.
- (14) The wages specified for a hairdresser in Part B of the Wage Schedule in Area 1 are exclusively for the purposes of calculating holiday pay, hci Provident Fund contributions, sick pay and Sick Pay Fund contributions.
- (15) The Wage Schedule annexed hereto expires on 31 October 1998.

WAGE SCHEDULE

[Clause 12 (1)]

Wages payable in Area 1, which means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs

PART A

Earnings of a hairdresser

Commission agreement between:
(the employer)

.....
(the employee)

1. Date of commencement of employment.....
2. (1) Rate of commission: 40% (per cent)
 [NOTE: A higher rate of commission may be paid. If that is the case specify the higher rate here:
% (per cent)]
- (2) The employee is entitled to monthly commission at the rate set out on his gross takings once he has doubled his wage.
- (3) For the purposes of commission, "takings" does not include sales of hairdressing products.
- (4) From the gross takings of the employee in this clause, the employer may NOT deduct the cost of any products used by the employee in rendering toilet services to clients.
3. (1) Rate of commission: 5% (per cent)
 [NOTE: A higher rate of commission may be paid. If that is the case specify the higher rate here:
% (per cent)]

- (2) In respect of the sale of hairdressing products, the employee is entitled to monthly commission on total sales made by him at the rate specified. The said sales must be calculated at retail selling price less VAT, calculated according to the formula:

$$a \times \frac{b}{(b + 100)}$$

where

- (a) = retail selling price including VAT; and
 (b) = rate of VAT

4. Date in the month on which commission is payable.....

Signed atthisday of19.....

AS WITNESSES

1. _____	<i>Employer</i>
2. _____	<i>Employee</i>

PART B

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Hairdresser (qualified) with code COTT or MC, QA or CQ, QET, QBE: First year after qualifying	R1 680,00	R1 639,00
Thereafter	R2 400,00	R2 341,00
Hairdresser with certificate to practise hairdressing with code Afro Hairdressing only	R1 340,00	R1 307,00
Apprentices: Before completing Module 1.....	R 900,00	R 878,00
Module 1.....	R 930,00	R 907,00
Module 2.....	R 980,00	R 956,00
Module 3.....	R1 030,00	R1 005,00
Module 4.....	R1 080,00	R1 054,00
Module 5.....	R1 130,00	R1 102,00
Module 6.....	R1 180,00	R1 151,00
Manicurist and/or beauty culturist: First year of experience.....	R 950,00	R 927,00
Thereafter	R1 675,00	R1 634,00
Receptionist and/or telephonist	R1 600,00	R1 561,00
Operator	R1 400,00	R1 366,00
General assistant (Exemption for this category must be applied for)	R 880,00	R 859,00
Casual employee.....	R117 per day	N/a.
		Plus
		Provident Fund contribution of 2,5% of wage

WAGE SCHEDULE

[Clause 12 (1)]

Wages payable in Area 2 which means the Magisterial Districts of Klerksdorp and Vereeniging

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Hairdresser (qualified) with code COTT or MC, QA or CQ, QET:		
First year after qualifying	R 1 350,00	R 1 317,00
Thereafter	R 1 800,00	R 1 756,00
Hairdresser with certificate to practise hairdressing with code Afro Hairdressing and QBE.....	R 1 250,00	R 1 220,00
Apprentices:		
Before completing Module 1.....	R 715,00	R 698,00
Module 1.....	R 745,00	R 727,00
Module 2.....	R 795,00	R 776,00
Module 3.....	R 845,00	R 824,00
Module 4.....	R 895,00	R 873,00
Module 5.....	R 1 045,00	R 1 020,00
Module 6.....	R 1 095,00	R 1 068,00
Manicurist and/or beauty culturist:		
First year of experience.....	R 705,00	R 688,00
Thereafter	R 1 250,00	R 1 220,00
Receptionist and/or telephonist.....	R 1 240,00	R 1 210,00
Operator	R 1 160,00	R 1 132,00
General assistant (Exemption for this category must be applied for)	R 630,00	R 615,00
Casual employee.....	R101 per day	N/a
		Plus Provident Fund contribution of 2,5% of wage

WAGE SCHEDULE

[Clause 12 (1)]

Wages payable in Area 3, which means the Magisterial District of East London

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Hairdresser (qualified) with code QET or QA or CQ:		
First year after qualifying	R 1 283,00	R 1 252,00
Thereafter	R 1 567,00	R 1 529,00
Hairdresser (qualified) with code COTT or MC:		
First year after qualifying	R 1 567,00	R 1 529,00
Thereafter	R 1 847,00	R 1 802,00

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Apprentices:		
Before completing Module 1.....	R 772,00	R 753,00
Module 1.....	R 805,00	R 785,00
Module 2.....	R 859,00	R 838,00
Module 3.....	R 913,00	R 891,00
Module 4.....	R 962,00	R 939,00
Module 5.....	R1 021,00	R 996,00
Module 6.....	R1 075,00	R1 049,00
Manicurist and/or beauty culturist:		
First year of experience.....	R1 064,00	R1 038,00
Thereafter	R1 313,00	R1 281,00
Receptionist and/or telephonist.....	R1 568,00	R1 530,00
Operator	R 862,00	R 841,00
General assistant (Exemption for this category must be applied for)	R 772,00	R 753,00
Casual employee.....	R101 per day	N/a
		Plus Provident Fund contribution of 2,5% of wage

WAGE SCHEDULE

[Clause 12 (1)]

Wages payable in Area 4 which means the Magisterial Districts of Port Elizabeth and Uitenhage

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Hairdresser (qualified) with code QET or QA or CQ:		
First year after qualifying	R1 488,00	R1 452,00
Thereafter	R1 652,00	R1 612,00
Hairdresser (qualified) with code COTT or MC:		
First year after qualifying	R1 652,00	R1 612,00
Thereafter	R1 877,00	R1 831,00
Apprentices:		
Before completing Module 1.....	R 761,00	R 742,00
Module 1.....	R 793,00	R 774,00
Module 2.....	R 847,00	R 826,00
Module 3.....	R 900,00	R 878,00
Module 4.....	R 953,00	R 930,00
Module 5.....	R1 006,00	R 981,00

Employee	Wage per month from coming into operation of the Agreement where no Provident Fund is payable by the employer	Wage per month from coming into operation of the Agreement where Provident Fund contributions are paid by the employer
Module 6.....	R1 060,00	R1 034,00
Receptionist and/or telephonist.....	R1 559,00	R1 521,00
Operator	R 855,00	R 834,00
General assistant (Exemption for this category must be applied for)	R 767,00	R 748,00
Casual employee.....	R145,00 per day	
		Plus Provident Fund contribution of 2,5% of wage

13. REGISTERS TO BE KEPT BY AN EMPLOYER

- (1) Every employer is obliged to keep a wage register in the form specified in Annexure G to this Agreement, showing—
 - (a) the dates in respect of which wages are paid from time to time;
 - (b) the gross wages payable in respect of each employee;
 - (c) details of all deductions made by the employer and the reason for the deduction;
 - (d) the nett amount paid to each employee and the date of payment, and whether paid by cash or cheque.
- (2) Every employer is obliged to keep a register of the takings of the salon, showing—
 - (a) the date to which each entry relates;
 - (b) the name or identifying mark of each customer who received any toilet service in the salon;
 - (c) the nature of the toilet service provided to each customer, and the price thereof;
 - (d) the name of the person who provided any toilet service to each customer on behalf of the salon.
 - (e) the amount charged by the salon for goods sold to each customer who received any toilet service in the salon.
- (3) Every employer must provide an attendance register for each employee in the form specified in Annexure F, and must record in that register the name and occupation of every employee.
- (4) Every employee must record in the attendance register—
 - (a) his signature;
 - (b) the time he commenced work;
 - (c) the time of commencement and termination of each meal break or of the day off in lieu of a lunch break;
 - (d) the time of leaving work for that day,

and it is the duty of the employer to ensure that the register is correctly completed by every employee. If an employee fails, refuses or neglects to complete the register, the council must be notified of that fact in writing within 14 days by the employer.

- (5) If an employee is unable to read or write the employer may on his behalf make and sign the necessary entries in the attendance register.
- (6) Every entry in every register required to be kept by an employer in terms of this clause must be—
 - (a) in ink or ball point pen but not in pencil;
 - (b) accurate in all material respects.
- (7) Every register required to be kept by an employer in terms of this clause must be—
 - (a) kept in the salon at all times and must be available to a designated agent of the council forthwith upon request.
 - (b) retained by the employer for a period of three years from the date of the last entry in it.

14. HOURS OF WORK

- (1) The hours of work of an employee in the industry may not exceed 45 hours per week.
- (2) All hours of work of an employee must be consecutive except for meal intervals.
- (3) An employee may not be permitted or required to work in excess of nine hours per day.

- (4) The hours of work on each day are subject to the following rules:
- (a) each employee is entitled to at least one hour for a meal between 11:00 and 14:00;
 - (b) no employee may be required or permitted to work for a continuous period of more than five hours without an uninterrupted interval of at least 15 minutes;
 - (c) periods of work interrupted by an interval of less than 15 minutes are deemed to be continuous;
 - (d) in lieu of meal intervals each day, an employer and employee may agree at the time of commencement of employment that the employee will be given a day off per week. If the day off falls on a public holiday the employee forfeits it, but if the day off does not fall on a public holiday the employee has the benefit of it;
 - (e) no agreement such as is referred to in paragraph (d) may be varied by either party unilaterally, and it may not be varied from time to time to suit either party's whim.

(5) A trainee hairdresser is entitled to the same time off as an apprentice for approved purposes, and for the same purposes.

(6) An employee, other than an employee employed in terms of a commission agreement, may be required or permitted to work overtime on not more than three days per week and for not more than five hours in any week. Payment for overtime must be at the rate of time and one half for the hours worked calculated in the manner prescribed by clause 12 (1).

15. PUBLIC HOLIDAYS, SUNDAYS, AND ANNUAL AND OTHER LEAVE

(1) Every employee is entitled to leave on full pay on all public holidays. An employer may agree with an employee that the employee will work on a public holiday, but whether or not that employee works on the public holiday is entirely voluntary on the part of the employee, and no employer may compel an employee to work on a public holiday. If an employee works on a public holiday, that employee must be paid at the rate of time and one half for the hours worked. Any employee who works on a public holiday is entitled, in addition to such wages calculated in the manner prescribed by clause 12 (12), and any day off to which the employee is entitled, in terms of clause 14 (4) (d) or any other provision of this Agreement or the MTA, to leave of one day within the next seven business days following the public holiday.

(2) Every employee except a casual employee is entitled not to work on a Sunday, and Sunday work cannot be made to be part of the ordinary working hours of an employee. An employer may agree with an employee that the employee will work a reasonable number of Sundays in the year. In the event of a dispute between an employer and an employee as to the reasonableness of the number of Sundays, or whether the employee should work on a particular Sunday, the matter may be referred to the council for a decision on the reasonableness. If an employee works on a Sunday, that employee must be paid at the rate of time and one half for the hours worked. Any employee who works on a Sunday is entitled, in addition to the wages prescribed by clause 12 (12) and any day off to which the employee is entitled, in terms of clause 14 (4) (d) or any other provision of this Agreement or the MTA, to a day off in the following week.

(3) Every employee except a casual employee is entitled after each year of service with the same employer to three weeks' leave on full pay. The three weeks must include 18 working days. Whenever a public holiday falls within the period of leave it must be added to the period.

(4) An employee who has been employed by the same salon, though not necessarily by the same employer, for a continuous period of five years, is entitled, on completion of the fifth year, to 24 working days' leave on full pay. This may not include more than four Saturdays, unless mutually agreed upon. Any employee dismissed by an employer during the three months prior to the completion of five years' continuous service, and who is within 30 days after the completion of the five-year period re-engaged by the same employer, is entitled to the 24-day leave provided for.

(5) Annual leave falls due commencing on the first working day after completion of each year of service. A year of service in respect of which an employee is entitled to annual leave is employment for 12 months in the aggregate, calculated from the date of engagement or from the date on which the employee's last annual leave fell due.

(6) An employer and employee may agree at any time prior to annual leave falling due that it is to be taken by the employee at a specific time, being not more than six months after it falls due. In the absence of any such agreement the annual leave commences on the day it falls due in terms of subclause (5).

(7) If an employee has not taken annual leave within six months of its falling due as provided by subclause (6) the employer is required—

- (a) to compel the employee to take leave forthwith; and
- (b) to pay to the employee forthwith the leave pay to which the employee is entitled, and to pay it to the council if the employee refuses to take the leave,

and the employer may not permit the employee to delay the taking of leave any further.

(8) When an employee takes leave the employer is required to pay to the employee immediately prior to the leave the leave pay to which the employee is entitled.

(9) Any leave pay which is paid to the council on behalf of an employee must be retained by the council until claimed by the person who is entitled to it. If it has not been claimed by the person entitled to it within one year from the date on which it was paid to the council, it is forfeited to the general funds of the council. If the employee subsequently claims the money from the council it is entitled, but not obliged, to pay it or any part of it to the employee.

(10) In the event of an employee's death, all leave pay accrued to him at that time must be paid into the employee's estate.

(11) When an employee's employment is terminated before the completion of one year of service, the employee is entitled to one seventeenth of the weekly wage which he was receiving when his employment was terminated in respect of each completed week of employment. An employee is not entitled to any leave pay if he worked for an employer for less than four weeks.

(12) Any period during which an employee is on annual leave, or is absent from work owing to illness, or is absent from work on the instructions, or at the request, of the employer, is deemed to be employment.

(13) An employer may not require or permit an employee to work during annual leave.

(14) Annual leave may not run concurrently with notice of termination of employment or sick leave.

(15) An employer is obliged to give the father of a newborn child three days' leave ("paternity leave"), starting from the day of the birth and ending two days afterwards. An employer is obliged to pay an employee during paternity leave.

(16) An employer is obliged to give an employee compassionate leave on the death of one of the employee's primary relatives, starting at the discretion of the employee, but starting not sooner than the day of the death and not later than one week after the day of the death and ending six working days after the leave commenced. An employer is obliged to pay an employee during compassionate leave. An employee is obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a primary relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the council will be the final arbiter. For the purposes of this clause, "primary relative" means a spouse, child, parent, brother or sister.

(17) An employer is obliged to give an employee compassionate leave of one day on the death of any relative of an employee who is not a primary relative, but is not obliged to pay the employee for the day off. An employee is obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the council will be the final arbiter.

16. TERMINATION OF SERVICE

(1) An employer or employee, other than a casual employee, who wishes to terminate the contract of employment is obliged to give the following period of notice:

24 hours during the first four weeks of employment, and thereafter six days.

(2) An employer may at any time terminate the contract, subject to Chapter VIII of the Labour Relations Act, 1995, by paying the employee in lieu of notice not less than—

- (a) the daily wage which the employee is receiving at the time of the termination, in the case of a notice period of one day;
- (b) the weekly wage which the employee is receiving at the time of the termination, in the case of a notice period of six days;
- (c) in the case of a hairdresser in Area 1, the weekly wage calculated according to Part B to the Wage Schedule for Area 1.

(3) An employee may at any time terminate the contract without written notice by paying or forfeiting to the employer, in lieu of notice, not less than—

- (a) the daily wage which the employee is receiving at the time of the termination, in the case of a notice period of one day;
- (b) the weekly wage which the employee is receiving at the time of the termination, in the case of a notice period of six days;
- (c) in the case of a hairdresser in Area 1, the weekly wage calculated according to Part B to the Wage Schedule for Area 1.

(4) Nothing in subclauses (1) to (3) affects—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) any written agreement between an employer and employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in subclause (1);
- (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
- (d) the right of an employee to claim that he has been unfairly dismissed.

(5) An employer may not terminate the services of an employee during the employee's absence from work owing to illness for which the employee is not personally responsible, but—

- (a) the employer must have been notified within three working days of the commencement of the illness;
- (b) a medical certificate explaining the reason for the absence must be given to the employer on return to work; and
- (c) the period of absence from work may not exceed 14 days.

(6) A notice period may not run concurrently with, or be given during, absence on annual leave, sick leave or maternity leave.

(7) Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer is obliged to issue a certificate of service to an employee on termination of employment, showing—

- (a) the full names of the employer and employee;
- (b) the capacity in which the employee was employed;
- (c) the date of commencement and date of termination of employment.

17. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

(1) For the purposes of meeting the expenses of the council, every employer is obliged to make the deductions from the earnings of each employee shown in the appropriate column of the Contribution Schedule attached hereto.

(2) To the total amount deducted in terms of subclause (1) the employer must add:

- (a) the basic salon charge per salon owned or operated by an employer shown on the Contribution Schedule;
- (b) the contribution payable by the employer per employee shown in the appropriate column of the Contribution Schedule.

(3) If an employer is required to make deductions in terms of subclause (1) and add the amounts specified in terms of subclause (2), and the total amount is less than the total minimum charge specified in the Contribution Schedule, the employer must remit the total minimum charge.

(4) An employer is obliged to remit the total sum owed in terms of subclauses (1) and (2) or (3), to the council not later than the fixed day, in the form specified in Annexure A.

(5) Notwithstanding that the council may issue an employer a pro forma Annexure A completed by it according to the information in its possession, the onus is upon the employer to ensure that the information contained therein is accurate, and every employer is obliged to make such amendments to the pro forma Annexure A as may be necessary to ensure its accuracy.

(6) Every employer who employs a member of the trade union must deduct from the wage of that employee the amount of subscriptions and levies payable to the trade union and remit those subscriptions and levies monthly to the council by not later than the fixed day, in the form specified in Annexure A.

(7) Every employer who is a member of the employers' organisation is required to pay the monthly subscription and levies charged by that organisation to the council by not later than the fixed day, in the form specified in Annexure A.

(8) All money required by this Agreement to be sent to the council must be delivered by hand to 15 Edward Street, Roodepoort, 1724, or sent by prepaid post to PO Box 1963, Roodepoort, 1725. In the case of a remittance by post, the Post Office is deemed to be the agent of the sender. The council may change its address from time to time by giving notice to that effect to each employer.

(9) The onus is on any person obliged by the terms of this Agreement to remit any money to the council to prove its receipt by the council.

(10) If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the council by the fixed day, then the employer is liable to pay a penalty calculated at 10 per cent of the amount which remains unpaid.

(11) For the purposes of this clause the fixed day means the 7th day of each month following the month in respect of which the amount is claimed or is payable.

(12) All sums collected by the council in respect of certificates to practice hairdressing are part of the funds of the council and may be applied by it towards meeting the expenses of the council.

(13) In the case of weekly paid employees, the weekly contributions must be calculated at the rate of three thirteenths of the monthly contribution.

(14) The council has the right to add VAT to any sum in the Contribution Schedule which attracts VAT in terms of the Value Added Tax Act.

CONTRIBUTION SCHEDULE

[Clause 17 (1), (2) and (3)]

SCHEDULE OF SAHCA, UNION, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR AREA 1, WHICH MEANS THE MAGISTERIAL DISTRICTS OF BENONI, BOKSBURG, BRAKPAN, GERMISTON, JOHANNESBURG, KRUGERSDORP, RANDBURG, RANDFONTEIN, ROODEPOORT AND SPRINGS

(Effective from date of coming into operation of the Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Provident Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Salons:	Masters					
Master's subs:						
(S. Gauteng).....	R65,00					
(North West)	R60,00					
Basic salon charge.....		R16,75				
Total minimum charge.....		R33,30				
ITB subscriptions.....	R32,78	(salons with at least one registered apprentice)		(salons without registered apprentices)		
	R45,89					
Hairdressers:	Union					
Working employer	N/a	—	—	R31,50	N/a	
Non-working employer	N/a	—	—	R31,50	N/a	
Licensed hairdressers:						
During first year:						
Open hairdressing.....	R25,00	R 3,75	R11,05	R 7,50	R15,00	R37,00 each
Thereafter						
Open hairdressing.....	R25,00	R 3,75	R11,05	R10,50	R21,00	R51,00 each
Hairdressers:						
Afro only	R25,00	R 3,75	R11,05	R 6,00	R12,00	R30,00 each
Apprentices, minors, trainees:						
Apprentice—before completion of Module 1	R12,00	R 1,80	R 4,25	R 4,00	R 8,00	R20,00 each
Apprentice Module 1	R12,00	R 1,80	R 4,25	R 4,15	R 8,30	R21,00 each
Apprentice Module 2	R12,00	R 1,80	R 4,25	R 4,40	R 8,80	R22,00 each
Apprentice Module 3	R12,00	R 2,50	R 4,25	R 4,65	R 9,30	R23,00 each
Apprentice Module 4	R12,00	R 2,50	R 4,25	R 4,90	R 9,80	R25,00 each
Apprentice Module 5	R12,00	R 2,50	R 6,15	R 5,15	R10,30	R26,00 each
Apprentice Module 6	R12,00	R 2,50	R 6,15	R 5,40	R10,80	R27,00 each
Manicurists and beauty culturists:						
First year of experience	R19,00	R 2,50	R 6,15	R 4,25	R 8,50	R21,00 each
Thereafter.....	R19,00	R 3,75	R 9,20	R 7,48	R14,95	R36,00 each
Receptionist/Telephonist	R19,00	R 3,75	R 9,20	R 7,15	R14,30	R35,00 each
Operators	R13,00	R 1,80	R 4,25	R 6,25	R12,50	R30,00 each
General assistants	R 7,00	R 1,80	R 4,25	R 3,93	R 7,85	R19,00 each
Casual employees.....	N/a	R 2,50	R 2,55	N/a	N/a	N/a
Part-time employees	R25,00	R 6,40	R 7,30	R 7,00	R14,00	R35,00 each

CONTRIBUTION SCHEDULE**[Clause 17 (1), (2) and (3)]****SCHEDULE OF SAHCA, UNION, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR AREA 2 (EXCEPT KLERKSDORP), WHICH MEANS THE MAGISTERIAL DISTRICT OF VEREENIGING**

(Effective from date of coming into operation of the Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Provident Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Salons:						
Master's subs:						
(Vereeniging)	R65,00					
Basic salon charge.....		R16,75				
Total minimum charge		R33,30				
ITB subscriptions.....	R32,78	(salons with at least one registered apprentice)				
	R45,89	(salons without registered apprentices)				
Hairdressers:	Union					
Working employer	N/a	—	—	R25,13	N/a	
Non-working employer	N/a	—	—	R25,13	N/a	
Licensed hairdressers:						
During first year:						
Open hairdressing.....	R25,00	R 3,75	R11,05	R 6,28	R12,55	R31,00 each
Thereafter						
Open hairdressing.....	R25,00	R 3,75	R11,05	R 8,38	R16,75	R41,00 each
Hairdressers:						
Afro only	R25,00	R 3,75	R11,05	R 5,80	R11,60	R28,00 each
Apprentices, minors, trainees:						
Apprentice—before completion of Module 1	R12,00	R 1,80	R 4,25	R 3,58	R 7,15	R18,00 each
Apprentice Module 1	R12,00	R 1,80	R 4,25	R 3,73	R 7,45	R19,00 each
Apprentice Module 2	R12,00	R 1,80	R 4,25	R 3,98	R 7,95	R20,00 each
Apprentice Module 3	R12,00	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 each
Apprentice Module 4	R12,00	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 each
Apprentice Module 5	R12,00	R 2,50	R 6,15	R 4,73	R 9,45	R24,00 each
Apprentice Module 6	R12,00	R 2,50	R 6,15	R 4,98	R 9,95	R25,00 each
Manicurists and beauty culturists:						
First year of experience	R19,00	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 each
Thereafter.....	R19,00	R 3,75	R 9,20	R 5,80	R11,60	R29,00 each
Receptionist/Telephonist	R19,00	R 3,75	R 9,20	R 5,75	R11,50	R28,00 each
Operators	R13,00	R 1,80	R 4,25	R 5,40	R10,80	R26,00 each
General assistants	R 7,00	R 1,80	R 4,25	R 2,93	R 5,85	R14,00 each
Casual employees.....	N/a	R 2,50	R 2,55	N/a	N/a	N/a
Part-time employees	R21,00	R 6,40	R 7,30	R 5,59	R11,17	R28,00 each

CONTRIBUTION SCHEDULE

[Clause 17 (1), (2) and (3)]

**SCHEDULE OF SAHCA, UNION, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS
FOR AREA 2, WHICH MEANS THE MAGISTERIAL DISTRICT OF KLERKSDORP**

(Effective from date of coming into operation of the Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Provident Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Salons:						
Master's subs:	Masters					
(S. Gauteng).....	R50,00					
(North West).....	R52,00					
Basic salon charge.....		R16,75				
Total minimum charge.....		R33,30				
ITB subscriptions.....	R32,78	(salons with at least one registered apprentice)		(salons without registered apprentices)		
	R45,89					
Hairdressers:	Union					
Working employer	N/a	—	—	R25,13	N/a	
Non-working employer	N/a	—	—	R25,13	N/a	
Licensed hairdressers:						
During first year:						
Open hairdressing.....	R19,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 each
Thereafter						
Open hairdressing.....	R19,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 each
Hairdressers:						
QBE.....	R19,50	R 3,75	R11,05	R 5,80	R11,60	R28,00 each
Apprentices, minors, trainees:						
Apprentice—before completion of Module 1	R10,50	R 1,80	R 4,25	R 3,58	R 7,15	R18,00 each
Apprentice Module 1	R10,50	R 1,80	R 4,25	R 3,73	R 7,45	R19,00 each
Apprentice Module 2	R10,50	R 1,80	R 4,25	R 3,98	R 7,95	R20,00 each
Apprentice Module 3	R10,50	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 each
Apprentice Module 4	R10,50	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 each
Apprentice Module 5	R10,50	R 2,50	R 6,15	R 4,73	R 9,45	R24,00 each
Apprentice Module 6	R10,50	R 2,50	R 6,15	R 4,98	R 9,95	R25,00 each
Manicurists and beauty culturists:						
First year of experience	R13,50	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 each
Thereafter.....	R13,50	R 3,75	R 9,20	R 5,80	R11,60	R29,00 each
Receptionist/Telephonist	R13,50	R 3,75	R 9,20	R 5,75	R11,50	R28,00 each
Operators	R10,50	R 1,80	R 4,25	R 5,40	R10,80	R26,00 each
General assistants	R 7,25	R 1,80	R 4,25	R 2,93	R 5,85	R14,00 each
Casual employees.....	N/a	R 2,50	R 2,55	N/a	N/a	N/a
Part-time employees	R19,50	R 6,40	R 7,30	R 5,59	R11,17	R28,00 each

CONTRIBUTION SCHEDULE**[Clause 17 (1), (2) and (3)]**

**SCHEDULE OF SAHCA, UNION, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS
FOR AREA 3, WHICH MEANS THE MAGISTERIAL DISTRICT OF EAST LONDON**

(Effective from date of coming into operation of the Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Provident Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Salons:						
Master's subs:	Masters					
Total minimum charge.....	R35,00		R30,25			
ITB subscriptions.....	R28,50					
Hairdressers:	Union					
Working employer	N/a	—	—	R25,13	N/a	
Non-working employer	N/a	—	—	R25,13	N/a	
Licensed hairdressers:						
During first year:						
Open hairdressing.....	R19,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 each
Thereafter						
Open hairdressing.....	R19,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 each
Apprentices:						
Apprentice—before completion of Module 1	R 8,80	R 1,80	R 4,25	R 3,58	R 7,15	R17,00 each
Apprentice Module 1	R 8,80	R 1,80	R 4,25	R 3,73	R 7,45	R18,00 each
Apprentice Module 2	R 8,80	R 1,80	R 4,25	R 3,98	R 7,95	R19,00 each
Apprentice Module 3	R 8,80	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 each
Apprentice Module 4	R 8,80	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 each
Apprentice Module 5	R 8,80	R 2,50	R 6,15	R 4,73	R 9,45	R23,00 each
Apprentice Module 6	R 8,80	R 2,50	R 6,15	R 4,98	R 9,95	R24,00 each
Manicurists and beauty culturists:						
First year of experience	R 8,80	R 1,80	R 4,25	R 6,08	R12,16	R30,00 each
Thereafter.....	R 8,80	R 3,75	R 9,20	R 7,26	R14,52	R35,00 each
Receptionist/Telephonist	R 8,80	R 3,75	R 9,20	R 7,26	R14,52	R35,00 each
Operators	R 1,80	R 1,80	R 4,25	R 4,00	R 8,00	R19,00 each
General assistants	R 6,60	R 1,80	R 4,25	R 3,58	R 7,15	R17,00 each
Casual employees.....	N/a	R 2,50	R 2,55	N/a	N/a	N/a
Part-time employees	R11,00	R 6,40	R 7,30	R 4,50	R 9,00	R22,00 each

CONTRIBUTION SCHEDULE

[Clause 17 (1), (2) and (3)]

**SCHEDULE OF SAHCA, UNION, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS
FOR AREA 4, WHICH MEANS THE MAGISTERIAL DISTRICTS OF PORT ELIZABETH AND UITENHAGE**

(Effective from date of coming into operation of the Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Provident Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Salons:	Masters					
Master's subs	R25,00					
Total minimum charge.....	R32,78					
ITB subscriptions.....	R45,89					
Hairdressers:	Union					
Working employer	N/a	—	—	R14,50	N/a	
Non-working employer	N/a	—	—	R14,50	N/a	
Licensed hairdressers:						
During first year:						
Open hairdressing.....	R 7,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 each
Thereafter						
Open hairdressing.....	R 7,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 each
Apprentices, Minors, Trainees:						
Apprentice—before completion of Module 1	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R18,00 each
Apprentice Module 1	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R19,00 each
Apprentice Module 2	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R20,00 each
Apprentice Module 3	R 7,50	R 2,50	R 4,25	R 2,45	R 4,90	R21,00 each
Apprentice Module 4	R 7,50	R 2,50	R 4,25	R 2,45	R 4,90	R22,00 each
Apprentice Module 5	R 7,50	R 2,50	R 6,15	R 3,15	R 6,30	R24,00 each
Apprentice Module 6	R 7,50	R 2,50	R 6,15	R 3,15	R 6,30	R25,00 each
Manicurists and beauty culturists:						
First year of experience	R13,50	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 each
Thereafter.....	R13,50	R 3,75	R 9,20	R 5,80	R11,60	R29,00 each
Receptionist/Telephonist	R 7,50	R 3,75	R 9,20	R 4,50	R 9,00	R35,00 each
Operators	R 7,50	R 1,80	R 4,25	R 3,35	R 6,70	R19,00 each
General assistants	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R17,00 each
Casual employees.....	N/a	R 2,50	R 2,55	N/a	N/a	N/a
Part-time employees	R 7,50	R 6,40	R 7,30	R 6,50	R13,00	R25,00 each

18. PROHIBITION OF PRIVATE WORK

An employee is not allowed, unless with the prior written consent of the employer, to perform any work as a hairdresser for remuneration other than in the course and within the scope of his employment and may be dismissed after a hearing for a contravention of this rule. Furthermore, an employee who contravenes this rule is required to pay to the employer any amount received by him as a result of the contravention.

19. INTERPRETATION OF AGREEMENT

The council is the body responsible for the administration of this Agreement and without prejudice to section 24 (1) of the Act may issue rulings not inconsistent therewith or with the Agreement, and legal interpretations of it, for the guidance of employers and employees. The council and its officials shall incur no liability whatsoever—

- (a) arising out of any representation made as to practice, procedure or the law;
- (b) for any such rulings and/or interpretations which may subsequently be found to be incorrect in fact or in law.

20. PROCEDURE FOR DISPUTES

(1) Subject to section 127 of the Act, any dispute which may arise in the industry and which, in terms of the Act, must be referred to a council, must be dealt with in terms of the procedure set out in clauses 15 to 31, inclusive, of the council's constitution, set out in Annexure H hereto for the sake of completeness.

(2) Subject to section 127 of the Act, the dispute-resolution procedure provided for in Annexure H applies to any dispute involving the interpretation or application of this Collective Agreement, and any other collective agreement concluded in the bargaining council.

(3) Subject to the provisions of section 51 (2) of the Act, the provisions of this clause apply both to persons upon whom this Collective Agreement is binding in terms of section 31 of the Act, and those upon whom this Agreement is binding in terms of section 32 of the Act.

21. ADMINISTRATION OF THIS AGREEMENT

(1) The council may from time to time determine any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provisions of this Agreement.

(2) The council is entitled in its sole and absolute discretion to appropriate any amount—

- (a) received from, an employer or an employee; or
- (b) which an employer or employee is entitled to receive from the council and/or HairMed and/or the Sick Pay Fund and/or the hci Provident Fund;

to or towards the payment of any debt or amount owing by the employer or employee to the council or any of those Funds notwithstanding that the employer or employee has allocated it to any other cause.

(3) Every employer is obliged to make available a legible summary of the provisions of this Agreement in the salon and it must be made readily accessible to all employees.

(4) If any provision of this Agreement is inoperative or *ultra vires* the parties or the council, before or after conclusion of this Agreement, this in no way affects the remainder of the Agreement, which in that event constitutes the Agreement.

(5) Every employer is obliged to give to any employee who is a representative or alternate on the council all reasonable facilities to attend to duties in connection with the work of the council.

(6) Whenever any provision of this Agreement requires or authorises any person to give written notice to the council, such written notice may be posted to the council, but the Post Office shall for all purposes be deemed to be the agent of the person sending the notice and the council is not responsible for non-receipt of the notice. The notice may also be transmitted by using any means of electronic transmission.

22. PROVISION OF EQUIPMENT

(1) It is the duty of an employer to provide for the use of every hairdresser all tools and equipment necessary for the carrying out of hairdressing services, except—

- (a) curling equipment;
- (b) scissors;
- (c) combs;
- (d) hand driers;
- (e) clippers;
- (f) razors;
- (g) setting clips;
- (h) rollers;
- (i) brushes;
- (j) protective garments;
- (k) neck brushes.

(2) In cases where the employer has instituted a colour scheme in protective garments fitting in with the colour scheme of the salon, the employer must supply the protective garments, but is not required to supply more than two garments to each employee in any period of 12 months.

23. EXEMPTIONS

(1) Subject to the provisions of the Act, the council may grant exemption from any provision of this Agreement in the manner and to the extent set out in clause 32 of the council's constitution, which is set out in Annexure I hereto for the sake of convenience.

(2) There is hereby established an independent body, to be known as the Exemptions Board to grant exemptions to non-parties and to determine the terms of those exemptions from the provisions of the collective agreement as soon as possible. The members of the said body will be appointed by the council from time to time and must consist of not less than five and not more than seven persons to be drawn from the following two categories:

(a) Not less than three members from Category A, which comprises—

- (i) any general secretary or secretary of any bargaining council other than the general secretary or secretary of this council;
- (ii) any former general secretary, secretary or agent of any bargaining council or industrial council;
- (iii) any person who has formerly served on any industrial or bargaining council and who no longer serves thereon;
- (iv) any serving member of any bargaining council other than this council;
- (v) any member or former member of the Industrial Court, and any person who has served as a judge or acting judge of the Labour Court;
- (vi) any person admitted to practice as an attorney or advocate, whether or not that person is actually in practice, except any such person who serves on or is employed by or on behalf of this council;
- (vii) any person who by reason of his experience or training is thought by the council to be a fit and proper person, except any person who serves on or is employed by or on behalf of this council;.

(b) Not less than two members from Category B, which comprises any institution which the Minister has, by notice in the *Gazette*, listed in terms of section 207 (6) of the Act;

(c) If any person from either category fails, refuses or neglects to attend a meeting of the Exemptions Board, of which 10 days, written notice has been given to that person by the secretary of the council, the meeting of the Exemptions Board may proceed in the absence of such person and any decision made will be as valid and effectual as if made by the full Exemptions Board;

(d) In cases of urgency the secretary of the council may give 24 hours' notice by telephone to the persons selected from both categories, specifying the grounds of urgency. In such cases the members of the Exemptions Board may make a decision telephonically.

(3) The criteria to be applied by the Exemptions Board when it considers applications for exemption shall be those contained in clause 32.5 of the council's constitution, which are for the sake of convenience set out in Annexure I hereto.

(4) When it grants an exemption the council or Exemptions Board must specify:

- (a) Any conditions subject to which the exemption is granted;
- (b) the period during which the exemption is to operate;
- (c) the circumstances in which it may be withdrawn, if any.

(5) The council may withdraw any exemption granted by it in the circumstances permitted by subclause (4) on notice of one week to the person in whose favour it operates. The Exemptions Board may authorise the council to withdraw any exemption granted by the Exemptions Board in the circumstances permitted by it in terms of subclause (4) on such notice as to the Exemptions Board seems reasonable to the person in whose favour the exemption operates.

(6) The secretary must issue to every person granted an exemption by the council or the Exemptions Board, as the case may be, a letter of exemption signed by him setting out—

- (a) the full name of the person(s) covered by the exemption;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which the exemption is granted;
- (d) the period during which the exemption is to operate;
- (e) the circumstances in which it may be withdrawn, if any.

(7) The secretary of the council must retain a copy of each letter of exemption, and must give notice of it to every person affected thereby.

24. ENFORCEMENT OF COLLECTIVE AGREEMENTS

If any person upon whom this Agreement is binding in terms of sections 31 and 32 of the Act fails, neglects or refuses to comply with any provision of this or any other collective agreement concluded in the council, the council shall have the right to enforce it by any means permitted by any law or practice approved by a court of competent jurisdiction, and may in addition resort to either or both of the following remedies:

- (a) To use any means permitted by law to enforce compliance with the said agreement; or
- (b) to treat the non-compliance as a dispute within the meaning of clause 20, and the council shall be entitled to refer it to be determined by arbitration in terms of the council's constitution.

25. SICK PAY

(1) Employees who are members of the Sick Pay Fund are entitled to the sick pay benefits provided for in the Sick Pay Fund, Industrial Council or Collective Agreement, whichever may apply.

(2) An employee who is not a member of the Sick Pay Fund or is not entitled to benefits from the said Fund for any reason, is entitled to similar sick leave benefits but at the cost of that employee's employer and not at the cost of the Sick Pay Fund.

(3) If an employee is ill during any period of annual leave he is not entitled to claim sick pay for any period of illness during that annual leave.

(4) No employer is entitled to require an employee who is ill to take annual leave during the period of the illness unless the annual leave had been arranged prior to the commencement of the illness of the employee.

(5) For the purposes of this clause, "illness"—

- (a) means the inability to work owing to any sickness or injury;
- (b) excludes sickness or injury caused by the employee's misconduct;
- (c) excludes any injury from participation in hazardous or professional sport;
- (d) excludes any inability to work caused by an accident or illness for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, except during any period in respect of which no disablement payment is payable in terms of that Act.

Signed at Roodepoort, on behalf of the parties, this 24th day of November 1997.

L. ZERMATEN

Chairman of the Council

F. VAN TONDER

Vice-Chairman of the Council

M. S. MAPONYANE

Secretary of the Council

ANNEXURE A

CLAUSES 10 (7), 17 (4), 17 (5) AND 17 (7), COLLECTIVE AGREEMENT: MAIN AGREEMENT

MONTHLY RETURN BY EMPLOYER**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE**

P.O. BOX 1963, ROODEPOORT, 1725

TEL. 760-1685

SALON NAME.....
 ADDRESS

.....

TEL. No.

This return must be lodged with the Secretary by not later than the seventh day of each month succeeding the month for which this return is completed.

Return for the month of

Name of employee	Sex	Start	Work	Union	Bargaining Council		Sick Benefit Fund			Sick Pay Fund		Provident Fund		Total
		Date	Type	Subs	Employer	Employee	No deps.	Group	Employer	Employee	Employer	Employee	Employer	Employee
TOTALS														

BASIC COUNCIL FEES.....

MASTERS SUBS

ITB LEVY.....

MINIMUM CHARGE BALANCE.....

GRAND TOTAL.....

ANNEXURE B

Clauses 6 (1) and (3) of the Collective Agreement: MAIN AGREEMENT

BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (SEMI-NATIONAL)**STATEMENT IN TERMS OF CLAUSES 5 AND 6**

ANSWER ALL QUESTIONS. BLANKS ARE NOT ACCEPTABLE. IF THE ANSWER TO A QUESTION IS THE SAME AS A QUESTION ALREADY ANSWERED, YOU NEED ONLY REFER TO THE QUESTION NUMBER WHERE THE INFORMATION IS GIVEN.

APPLICATION FOR REGISTRATION OF SALON

1. Name under which business is carried on
- 2.1 Postal address.....
.....
.....
- 2.2 Postal code.....
- 3.1 Street address at which business is carried on:
- 3.2 Suburb Magisterial District
- 4.1 Type of business (Hairdressing salon, Nail bar, other)
- 4.2 Telephone number
- 5.1 Contact name
- 5.2 Tel. (W) (H)
6. Name of proprietor
- Legal personality of proprietor (tick the correct classification)
 Sole trader Partnership Company Close Corporation (CC)
 - 6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of member (in the case of CC). (In the case of a company specify whether a director or a controlling shareholder):
.....
.....
.....
 - 6.2 Name of bookkeeper.....
Address of bookkeeper
 - Postal code
 - Tel. (W) (H)
7. Tick whether this is:
 - 7.1 Only a change of name of an existing business
 - 7.2 An existing business which has been acquired by a new owner. If so, specify the name under which the business was formerly carried on:
.....
and give
Name of previous owner
 - Present address of previous owner
 - Date on which the business was taken over
 - 7.3 An entirely new business. If so, specify date on which business was commenced

8. Particulars for registration certificate (tick one for each group):

.....AfroCaucasianBoth
.....LadiesGentsUnisex

9. Particulars of person in day-to-day control of the provision of toilet services in the business if the proprietor is not a qualified hairdresser:

Name
 Address
 Tel. (W) (H)

10. Does every hairdresser whose name appears on the List of Employees hereafter have a certificate to practice hairdressing?
YES/NO

If the answer is NO, specify the names of those who do not have a certificate:

.....

11. Specify each address at which business is carried on:

- (1)
- (2)
- (3)
- (4)
- (5)

I, the undermentioned employer, do hereby warrant that the salon(s) to which this application relate(s) is/are—

- (1) not used for any purpose other than the provision of toilet services, unless such other use is separated from the salon by a wall or walls having no doors, windows, apertures or other means of communication therewith;
- (2) not used as a training institution in contravention of clause 6 (3) of the Agreement;
- (3) not leased by the applicant jointly with any other person, save a partner who is engaged in the provision of toilet services in the same business;
- (4) not leased or to be leased, or shared or to be shared, or occupied by the applicant with any other person whose interests, are identical with the interests of the applicant.

I further undertake that I will at all times comply with the Main Agreement.

Signed on behalf of the employer by
who hereby warrants his authority so to sign, this day of 19.....*Employer*

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE
(SEMI-NATIONAL)**

TEL. (011) 760-1685
P.O. BOX 1963
ROODEPOORT
1725

FAX (011) 760-1274
15 EDWARD STREET
ROODEPOORT
1724

LIST OF EMPLOYEES

NB: PARTICULARS OF EVERY EMPLOYEE OF THE EMPLOYER MUST BE GIVEN HEREUNDER

Employer

ANNEXURE C

Clause 8 (1) Collective Agreement: MAIN AGREEMENT

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE
(SEMI-NATIONAL)****APPLICATION FOR CERTIFICATE TO PRACTISE HAIRDRESSING**

Name.....

(“the Applicant”)

Address.....

Telephone (H) (W)

Name of salon.....

Address.....

Are you a qualified hairdresser? YES/NO.

If YES, supply particulars, and attach copies of documentary proof:

.....
.....
.....

If NO, answer the following questions:

Standard of education.....
(attach documentary proof)*Names of employers in the industry**Dates of employment*

Supply particulars of all training you have received at a hairdressing training institution, and copies of any diplomas received.

*Name of training institution**Dates of attendance*I hereby apply for a certificate to practise hairdressing, and warrant that the particulars set out above are true and correct.
Signed at.....this.....day of.....19.....*Applicant***ANNEXURE D**

Clauses 3 (5), 8 (2) and 8 (4), Collective Agreement: MAIN AGREEMENT

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE
(SEMI-NATIONAL)****CERTIFICATE TO PRACTISE HAIRDRESSING**

Name of holder.....

Name of salon.....

Address.....

.....
.....

Date of issue.....

Code.....

This is to certify that the person whose name appears on this certificate to practise hairdressing has complied with the provisions of the Main Agreement promulgated in terms of the Labour Relations Act, 1995, and is a qualified hairdresser, unless the Code is stated as N/A, in which event the holder is the owner of a salon and is not a qualified hairdresser.

For and on behalf of the council:

Secretary

This certificate is not valid unless it bears the seal of the Council.

ANNEXURE E

Clause 11 (5) Collective Agreement: MAIN AGREEMENT

BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (SEMI-NATIONAL)

COMMISSION AGREEMENT

Commission agreement between:
(the employer)

.....
(the employee)

2. Date of commencement of employment.....

2. (1) Rate of commission:% (per cent)

(2) The employee is entitled to monthly commission at the rate set out on his gross takings once he has doubled his wage.

(3) For the purposes of commission, "takings" does not include sales of hairdressing products.

(4) From the gross takings of the employee in this clause, the employer may **NOT** deduct the cost of any products used by the employee in rendering toilet services to clients.

3. (1) Rate of commission:% (per cent)

(2) In respect of the sale of hairdressing products, the employee is entitled to monthly commission on total sales made by him at the rate specified. The said sales shall be calculated at retail selling price less VAT, calculated according to the formula:

$$a \times \frac{b}{(b + 100)}$$

where

(a) = retail selling price including VAT; and

(b) = rate of VAT

4. Date in the month on which commission is payable:

5. Agreed number of days notice of cancellation:

Signed atthisday of.....19.....

AS WITNESSES

1. _____

Employer

2. _____

Employee

{NOTE: The period in 5 above may not be less than six days.)

ANNEXURE F

CLAUSE 13 (3), COLLECTIVE AGREEMENT: MAIN AGREEMENT

BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE

ATTENDANCE REGISTER

		Name of employee										Occupation of employee						
Year.....		Entries to be made by employee										Excess hours worked		Total number of hours worked		Remarks (if any)		
Month		Signature	Time of commencing work	Intervals of work						Time of finishing work	Off	On	Each day	Each week	By employee	By employer, if employee absent, reasons for his absence (to be signed by employer)	By designated agent	
Date	Day of week			Off	On	Off	On	Off	On									
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
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27																		
28																		
29																		
30																		
31																		

Note: Under headings "Off" and "On" in columns referring to "intervals of work" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if he is not free to leave the establishment for the whole of the interval.

ANNEXURE G

[CLAUSE 13 (1), COLLECTIVE AGREEMENT: MAIN AGREEMENT]

BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE**WAGE REGISTER**

BUSINESS			TAX YEAR	
SURNAME	STARTED			
FIRST NAMES	DATE LEFT			
ID NUMBER	MARITAL STATUS			
UIF CARD	DEPENDANTS MED AID			
ADDRESS				
TAX CODE				

LEAVE RECORDS			
FROM	TO	DAYS	BAL

Month	REMUNERATION							DEDUCTIONS							
	Basic	Comm.	Leave pay	Allow.	Absent	Gross pay	Tax	UIF	Union	BC.	Sick ben.	Sick pay	Prov. fund	Total ded.	Net pay
March															
April															
May															
June															
July.....															
August.....															
Sept.....															
Oct.															
Nov.....															
Dec.....															
Jan.															
Feb.															
Totals.....															

IRP5 Certificate No's.

OVERTIME WORKED

<i>Day of the week</i>	<i>Hours worked</i>
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Total overtime hours	
Overtime rate per hour	
Amount due	

PAY

<i>Earnings</i>	
Amount from ordinary work	
Amount from overtime work	
Any other allowance	
Total	
<i>Deductions</i>	
PAYE	
Canteen	
Loan	
Other	
Total take-home pay	

.....certify that this information is correct.

(employer's name)

Signature

Date

ANNEXURE H

Clause 20.1; Collective Agreement: MAIN AGREEMENT

CLAUSES 15 TO 31 INCLUSIVE OF THE COUNCIL'S CONSTITUTION**RESOLUTION OF DISPUTES UNDER THE AUSPICES OF THE COUNCIL**

[**Note:** The dispute resolution procedure provided for in clauses 15 to 31 does not apply to the interpretation or application of a collective agreement unless the terms of that agreement specifically say so.]

15. Resolution of disputes under auspices of the council

- 15.1 Except as set out in clauses 23 to 25, the council must appoint one of its designated agents to attempt to resolve through conciliation—
- 15.1.1 any dispute referred to it in terms of clause 16; and
 - 15.1.2 any other dispute that has been referred to it in terms of the Act.
- 15.2 Except as set out in clauses 23 to 25, if a dispute remains unresolved after conciliation, the council must arbitrate the dispute if—
- 15.2.1 the parties to the dispute are parties to the council; or
 - 15.2.2 the Act requires that dispute to be arbitrated and any party to the dispute has requested that the dispute be resolved through arbitration; or
 - 15.2.3 all the parties to the dispute consent to arbitration under the auspices of the council.

16. Disputes about matters of mutual interest

- 16.1 Except as set out in clauses 23 to 25, any party to a dispute about a matter of mutual interest may refer the dispute in writing to the council, if the parties to the dispute are—
- 16.1.1 on the one side—
 - 16.1.1.1 one or more trade unions;
 - 16.1.1.2 one or more employees; or
 - 16.1.1.3 one or more trade unions and one or more employees; and
 - 16.1.2 on the other side—
 - 16.1.2.1 one or more employers' organisations;
 - 16.1.2.2 one or more employers; or
 - 16.1.2.3 one or more employers' organisations and one or more employers.
- 16.2 The party who refers the dispute to the council must satisfy it that a copy of the referral has been served on all the other parties to the dispute.
- 16.3 An employee may at any time terminate the contract without written notice by paying or forfeiting to the employer, in lieu of notice not less than—
- 16.3.1 the daily wage which the employee is receiving at the time of the termination, in the case of a notice period of 1 day;
 - 16.3.2 the weekly wage which the employee is receiving at the time of the termination, in the case of a notice period of 6 days.
- 16.4 Nothing in clauses 16.1 to 16.3 affects—
- 16.4.1 the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - 16.4.2 any written agreement between an employer and employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in clauses 16.1;
 - 16.4.3 the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
 - 16.4.4 the right of any employee to claim that he or she has been unfairly dismissed.
- 16.5 An employer may not terminate the services of an employee during the employee's absence from work due to illness for which the employee is not personally responsible, but—
- 16.5.1 the employer must have been notified within three working days of the commencement of the illness;
 - 16.5.2 a medical certificate explaining the reason for the absence must be given to the employer on return to work; and
 - 16.5.3 the period of absence from work may not exceed 14 days.
- 16.6 A notice period may not run concurrently with, or be given during, absence on annual leave, sick leave, or maternity leave.
- 16.7 Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer is obliged to issue a certificate of service to an employee on termination of employment showing—
- 16.7.1 the full names of the employer and employee;

- 16.7.2 the capacity in which the employee was employed;
- 16.7.3 the date of commencement and date of termination of employment.

17. Resolution of disputes through conciliation

- 17.1 Except as set out in clauses 23 to 25, when a dispute has been referred to the council, the council must appoint one of its designated agents to attempt to resolve it through conciliation.
- 17.2 The appointed designated agent must attempt to resolve the dispute through conciliation within 30 days of the date the council received the referral, but the parties may agree to extend the 30-day period.
- 17.3 The designated agent must determine a process to attempt to resolve the dispute, which may include—
 - 17.3.1 mediating the dispute;
 - 17.3.2 conducting a fact-finding exercise; and
 - 17.3.3 making a recommendation to the parties, which may be in the form of an advisory arbitration award.
- 17.4 In the conciliation proceedings a party to the dispute may appear in person or be represented only by a co-employee or by a member, an office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or an employee.
- 17.5 At the end of the 30-day period or any further period agreed between the parties—
 - 17.5.1 the designated agent must issue a certificate stating whether or not the dispute has been resolved;
 - 17.5.2 the council must serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - 17.5.3 the designated agent must file the original of that certificate with the council.

18. Appointment of arbitrator to resolve dispute through arbitration

- 18.1 Except as set out in clauses 23 to 25, if the Act requires a dispute to be resolved through arbitration, the council must appoint an arbitrator to arbitrate that dispute, if—
 - 18.1.1 a designated agent has issued a certificate stating that the dispute remains unresolved; and
 - 18.1.2 any party to the dispute has requested that the dispute be resolved through arbitration.
- 18.2 An arbitrator appointed in terms of clause 18.1 may be the designated agent who attempted to resolve the dispute through conciliation.
- 18.3 Any party to the dispute, who objects to the arbitration being conducted by the designated agent who conciliated the dispute, may file an objection with the council and must satisfy the council that a copy of the objection has been served on all the other parties to the dispute.
- 18.4 When the council receives an objection it must appoint another arbitrator to resolve the dispute by arbitration.
 - 18.4.1 The parties to a dispute may request the council, in appointing an arbitrator in terms of clauses 18.1 or 18.4, to take into account their stated preference, to the extent that this is reasonable practicable in all the circumstances.
 - 18.4.2 The stated preference contemplated in paragraph (a) must—
 - 18.4.2.1 be in writing;
 - 18.4.2.2 list no more than five arbitrators;
 - 18.4.2.3 state that the request is made with the agreement of all the parties to the dispute; and
 - 18.4.2.4 be submitted within 48 hours of the date of the certificate referred to in clause 18.1.

19. Appointment of senior arbitrator to resolve dispute

- 19.1 In the circumstances contemplated in clause 18.1, any party to the dispute may apply to the general secretary to appoint a senior arbitrator to attempt to resolve the dispute through arbitration.
- 19.2 When considering whether the dispute should be referred to a senior arbitrator, the general secretary must hear the party making the application, any other party to the dispute and the agent who conciliated the dispute.
- 19.3 The general secretary may recommend to the council that it appoint a senior arbitrator to resolve the dispute through arbitration, after having considered—
 - 19.3.1 the nature of the questions of law raised by the dispute;
 - 19.3.2 the complexity of the dispute;
 - 19.3.3 whether there are conflicting arbitration awards that are relevant to the dispute; and
 - 19.3.4 the public interest.
- 19.4 The general secretary must notify the parties to the dispute of the decision of the council and—
 - 19.4.1 if the application has been granted, request the chairman for the time being of IMSSA to appoint a senior arbitrator to arbitrate the dispute; or
 - 19.4.2 if the application has been refused, confirm the appointment of the arbitrator initially appointed.

- 19.5 The council's decision is final and binding.
- 19.6 No person may apply to any court of law to review the council's decision until the dispute has been arbitrated.
- 20. General provisions for arbitration proceedings**
- 20.1 The arbitrator may conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- 29.2 Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- 20.3 If all the parties consent, the arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation.
- 20.4 In any arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' Organisation and, if the party is a juristic person, by a director or an employee.
- 20.5 If a party to the dispute fails to appear in person or to be represented at the arbitration proceedings, and that party—
- 20.5.1 had referred the dispute to the council, the arbitrator may dismiss the matter; or
- 20.5.2 had not referred the dispute to the council, the arbitrator may—
- 20.5.2.1 continue with the arbitration proceedings in the absence of that party; or
- 20.5.2.2 adjourn the arbitration proceedings to a later date.
- 20.6 The arbitrator must take into account any code of good practice that has been issued by NEDLAC or guidelines published by the council in accordance with the provisions of this Act that is relevant to a matter being considered in the arbitration proceedings.
- 20.7 Within 14 days of the conclusion of the arbitration proceedings—
- 20.7.1 the arbitrator must issue an arbitration award with brief reasons, signed by that arbitrator;
- 20.7.2 the council must serve a copy of that award on each party to the dispute or the person who represented a party in the arbitration proceedings.
- 20.8 On good cause shown, the general secretary may extend the period within which the arbitration award and the reasons are to be served and filed.
- 20.9 The arbitrator may make any appropriate arbitration award in terms of the Act, including, but not limited to, an award—
- 20.9.1 that gives effect to any collective agreement;
- 20.9.2 that gives effect to the provisions and primary objects of this Act;
- 20.9.3 that includes, or is in the form of, a declaratory order.
- 20.10 The arbitrator may not include an order for costs in the arbitration award unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—
- 20.10.1 by proceeding with or defending the dispute in the arbitration proceedings;
- 20.10.2 in its conduct during the arbitration proceedings.
- 21. Special provisions for arbitrations about dismissals for reasons related to conduct or capacity**
- 21.1 If the dispute being arbitrated 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 capacity, the parties, despite clause 20.4, are not entitled to be represented by a legal practitioner in the arbitration proceedings unless—
- 21.1.1 the arbitrator and all the other parties consent; or
- 21.1.2 the arbitrator concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—
- 21.1.2.1 the nature of the questions of law raised by the dispute;
- 21.1.2.2 the complexity of the dispute;
- 21.1.2.3 the public interest; and
- 21.1.2.4 the comparative ability of the opposing parties or their representatives to deal with the arbitration of the dispute.
- 21.2 If, in terms of section 194 (1) of the Act, the arbitrator finds that the dismissal is procedurally unfair, the arbitrator may charge the employer an arbitration fee.
- 22. Resolution of disputes if parties consent to arbitration under the auspices of council**
- 22.1 If a dispute remains unresolved after conciliation, the council must arbitrate the dispute if a party to the dispute would otherwise be entitled to refer the dispute to the Commission or the Labour Court for adjudication and, instead, all the parties agree to arbitration under the auspices of the council.
- 22.2 The arbitration proceedings must be conducted in accordance with the provisions of clauses 18, 19 and 20, read with the changes required by the context.

- 22.3 The arbitration agreement contemplated in clause 22.1 may be terminated only with the consent of all the parties to that agreement, unless the agreement itself provides otherwise.
- 22.4 Any party to the arbitration agreement may apply to the Labour Court at any time to vary or set aside that agreement, which the Court may do on good cause—
- 22.4.1 If any party to an arbitration agreement commences proceedings before the Commission or in the Labour Court against any other party to that agreement about any matter that the parties agreed to refer to arbitration, any party to those proceedings may ask the Commission or the Court, as the case may be—
- 22.4.1.1 to stay those proceedings and refer the dispute to arbitration by the council; or
- 22.4.1.2 with the consent of the parties and where it is expedient to do so, continue with the proceedings with a commissioner or the Court acting as arbitrator, in which case the commissioner or Court may only make an order corresponding to the award that an arbitrator appointed by the council could have made.
- 22.4.2 If the commissioner or the Court is satisfied that there is sufficient reason for the dispute to be referred to arbitration in accordance with the arbitration agreement, the commissioner or the Court may stay those proceedings, on any conditions.

23. Disputes between the parties to the council

- 23.1 Despite the provisions of clauses 15, 16 and 17, if a dispute arises between the parties to the council, which the parties are not able to settle among themselves, any party to the dispute may at any time give notice to the other party and to the general secretary that a dispute exists which must be referred to arbitration.
- 23.2 The general secretary, or in his absence, the secretary must then ask the Director/Regional Director, Industrial Dispute Resolutions of IMSSA to appoint an arbitrator to settle the dispute by arbitration, and the general provisions of clause 20 apply to the arbitration.

24. Disputes involving this constitution and the parties to the council

- 24.1 Despite the provisions of clauses 15, 16 and 17, if a dispute arises between the parties to the council about the interpretation or application of this constitution it must be referred to arbitration for determination.
- 24.2 The general secretary, or in his absence, the secretary must ask the Director/Regional director, Industrial Dispute Resolution of IMSSA to appoint an arbitrator to settle the dispute by arbitration, and the general provisions of clause 20 apply to the arbitration.

25. Disputes in terms of section 30 (j) of the Act

- 25.1 Despite the provisions of clauses 15, 16 and 17, if a dispute arises between a registered trade union which is a party to the council, or its members, or both, on the one hand, and employers who belong to a registered employers organisation that is a party to the council, on the other hand, and it has not been settled by the council after three meetings have been held for that purpose, it must be referred to arbitration for determination.
- 25.2 The general secretary must then ask the National Director or Regional Director, Industrial Dispute Resolution service of IMSSA, to assist in an appointment of a suitable arbitrator to settle the dispute by arbitration, and the general provisions of clause 20 apply to the arbitration.

26. Powers of arbitrator when attempting to resolve disputes

- 26.1 An arbitrator who has been appointed to attempt to resolve a dispute, including any dispute contemplated by clauses 23 to 25 may—
- 26.1.1 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;
- 26.1.2 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 arbitrator to be questioned or to produce that book, document or object;
- 26.1.3 call, and if necessary subpoena, any expert to appear before the arbitrator to give evidence relevant to the resolution of the dispute;
- 26.1.4 call any person present at the conciliation or arbitration proceedings or who was or could have been subpoenaed for any purpose set out in this clause, to be questioned about any matter relevant to the dispute;
- 26.1.5 administer an oath or accept an affirmation from any person called to give evidence or be questioned;
- 26.1.6 at any reasonable time, but only after obtaining the necessary written authorisation—
- 26.1.6.1 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 found there; and
- 26.1.6.2 examine, demand the 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

- 26.1.7 inspect, and retain for a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the council.
- 26.2 A subpoena issued for any purpose in terms of clause 26.1 must be signed by the general secretary or in his absence the secretary and must—
 - 26.2.1 specifically require the person named in it to appear before the arbitrator;
 - 26.2.2 sufficiently identify the book, document or object to be produced; and
 - 26.2.3 state the date, time and place at which the person is to appear.
- 26.3 The written authorisation referred to in clause 26.1.6—
 - 26.3.1 if it relates to residential premises, may be given only by a judge of the Labour Court and with due regard to section 13 of the Constitution, and then only on the application of the arbitrator setting out under oath or affirmation the following information:
 - 26.3.1.1 The nature of the dispute;
 - 26.3.1.2 the relevance of any book, document or object to the resolution of the dispute;
 - 26.3.1.3 the presence of any book, document or object on the premises; and
 - 26.3.1.4 the need to enter, inspect or seize the book, document or object; and
 - 26.3.2 in all other cases, may be given by the general secretary.
- 26.4 The owner or occupier of any premises that an arbitrator is authorised to enter and inspect, and every person employed by that owner or occupier, must provide any facilities that an arbitrator requires to enter those premises and to carry out the inspection or seizure.
- 26.5 The arbitrator must issue a receipt for any book, document or object seized in terms of clause 26.4.
- 26.6 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.
- 26.7 The council must pay the prescribed witness fee to each person who appears before an arbitrator in response to a subpoena issued by the general secretary.

27. Effect of arbitration awards

- 27.1 An arbitration award issued by an arbitrator is final and binding and may be made an order of the Labour Court in terms of section 158 (1) (c) of the Act, unless it is an advisory arbitration award.
- 27.2 If an arbitration award orders a party to pay a sum of money, the amount earns interest from the date of the award at the same rate as the rate prescribed from time to time in respect of a judgment debt in terms of section 2 of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), unless the award provides otherwise.

28. Variation and rescission of arbitration awards

- Any arbitrator who has issued an arbitration award, acting of the arbitrator's own accord or, on the application of any affected party, may vary or rescind an arbitration award—
- 28.1 erroneously sought or erroneously made in the absence of any party affected by that award;
 - 28.2 in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - 28.3 granted as a result of a mistake common to the parties to the proceedings.

29. Review of arbitration awards

- 29.1 Any party to a dispute who alleges a defect in any arbitration proceedings under the auspices of the council may apply to the Labour Court for an order setting aside the arbitration award—
 - 29.1.1 within six weeks of the date that the award was served on the applicant, unless the alleged defect involves corruption; or
 - 29.1.2 if the alleged defect involves corruption, within six weeks of the date that the applicant discovers the corruption.
- 29.2 A defect referred to in clause 29.1, means:
 - 29.2.1 that the arbitrator—
 - 29.2.1.1 committed misconduct in relation to the duties of the arbitrator as an arbitrator;
 - 29.2.1.2 committed a gross irregularity in the conduct of the arbitration proceedings; or
 - 29.2.1.3 exceeded the arbitrator's powers; or
 - 29.2.2 that an award has been improperly obtained.
- 29.3 The Labour Court may stay the enforcement of the award pending its decision.

29.4 If the award is set aside, the Labour Court may—

- 29.4.1 determine the dispute in the manner it considers appropriate; or**
- 29.4.2 make any order it considers appropriate about the procedures to be followed to determine the dispute.**

30. Exclusion of Arbitration Act

The Arbitration Act, 1965 (Act No. 42 of 1965), does not apply to any arbitration under the auspices of the council.

31. Council may provide advice

- 31.1 If asked, the council may advise any party to a dispute in terms of this Act about the procedure to be followed for the resolution of that dispute.**
- 31.2 In response to a request for advice, the council may provide the advice that it considers appropriate.**

ANNEXURE I

Clause 23.1, Collective Agreement: MAIN AGREEMENT

CLAUSE 32 OF THE COUNCIL'S CONSTITUTION

32. The procedure for exemption from the council's collective agreements

[**Note:** The procedure set out in clause 32 applies only to applications for exemption by parties to the council. If the application for exemption is made by a person who is a non-party to whom a collective agreement has been extended by the Minister in terms of section 32 of the Act, it is governed by the terms of the collective agreement and not by clause 32.]

32.1 The council must establish an exemptions committee.

32.2 An application for an exemption from any provision of a collective agreement should in the first instance be addressed to the secretary, or an agent of the council.

32.3 The secretary will appoint an agent of the council to investigate the application and compile any further information on the applicant which he or she thinks necessary or desirable, and will ensure that the employees who will be affected by any proposed exemption have been consulted by the applicant. The agent will also assess the level of knowledge which the applicant and his or her employees have of the council, the benefits offered as well as the collective bargaining process, and make sure that this knowledge is conveyed to the applicant and the employees concerned.

32.4 The application will then be referred to the exemptions committee, which may if it thinks it necessary or desirable co-opt for that purpose members with specialised knowledge. Any specific representations from the applicant must be tabled at the same time. The applicant should be encouraged to attend the exemption meeting personally to ensure that all relevant information is considered, and so that the committee has the opportunity to explain to the applicant any matter on which he or she may be misinformed.

32.5 In considering the application it is the duty of the exemption committee to take into account—

32.5.1 the applicant's level of compliance with other statutory requirements such as Workmen's Compensation, VAT, income tax, Unemployment Insurance Fund contributions, Regional Services Council contributions, and Hairdressing and Cosmetology Industry Education and Training Board levies;

32.5.2 the interests of the industry from the point of view of such matters as:

- health and safety;**
- training;**
- productivity;**
- job security;**
- fair competition;**
- exploitation of employees;**
- poverty and unemployment;**
- tax burden;**
- undermining of the collective bargaining process;**
- those that would encourage or discourage greatest compliance with the collective agreements;**

32.5.3 the interests of the applicant in relation to such matters as:

- his or her financial position;**
- competition;**
- productivity;**

32.5.4 the interests of employees in relation to such matters as:

- job security;**
- exploitation/maintenance of minimum standards;**

portability of benefits;

poverty and unemployment;

cost effectiveness of benefits;

32.5.5 the interests of industrial relations in relation to such matters as:

effect on collective bargaining;

potential for labour unrest.

32.5.6 any conditions which should be imposed in granting or refusing the application for exemption.

32.5.7 as a matter of principle:

32.5.7.1 that permanent exemption should not be considered, and that any exemption should be for a period only, with compliance partial or phased;

32.5.7.2 that exemption should not be granted from payment of the council levy by which funds are generated for payment of the expenses of the operation of the council.

32.6 The exemption committee must communicate its decision to the applicant, specifying its motivation in refusing the application, if that is the outcome of the application.

32.7 Any person aggrieved by the decision of the exemption committee may appeal in writing to the council within 14 days of the date on which the decision was communicated to that person. The notice of appeal must specify the decision (or part of it) appealed against, and must specify the grounds of appeal. The appellant has the right to be heard personally on the appeal, or if the appellant is a legal person, through a director or member. No appellant has the right to legal representation on appeal. On appeal the council may vary, reverse or confirm the decision of the exemption committee, and the decision of the council is final and binding.

No. R. 379

27 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (SEMI-NASIONAAL):
UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mbeweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995), dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Bedingsraad vir die Haarkappers- en Kosmetologiebedryf aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie bedryf, soos hieronder omskryf, met ingang van 6 April 1998, en vir die tydperk wat op 31 Desember 2004 eindig.

1. (a) "Bedryf", beteken, in die landdrosdistrikte Oos-Londen, Port Elizabeth en Uitenhage, soos op 24 Mei 1996 saamgestel, die Haarkappers- en Kosmetologiebedryf, waarin werkgewers en hulle werknemers met mekaar geassosieer is met die doel om toiletdienste in enige bedryfsinrigting te lewer;
 - (b) "toiletdienste" beteken enigeen of meer of 'n kombinasie van werkzaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiste of kosmetoloë of haarkappers, en dit omvat maar word nie beperk nie tot die volgende werkzaamhede:
 - (i) Die skikking, kap, sny, streepleiking, skeer, krul en reiniging van hare;
 - (ii) die skroei, sjampoe, bleik, kleur, skakeer, tint, versteil, verslap, stileer, golf (permanent, Marcel- of water-) van hare, of enige ander behandeling van die hare van die kop of die gesig;
 - (iii) die massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek;
 - (iv) die manikuring van naels, pluk van wenkbroue, bordwerk, trigologiese behandeling of ander skoonheidskundige behandeling;
 - (v) die verrigting van enige werkzaamheid bedoel in (i) aan 'n pruik of haarstuk wat deur iemand gedra gaan word;
- ongeag of enige apparaat, toestel, preparaat of gebruiksmiddel by enigeen van hierdie werkzaamhede gebruik word al dan nie.
- (c) "bedryfsinrigting" 'n perseel waarop toiletdienste normaalweg aan lede van die publiek gelewer word.

2. (a) "Bedryf", beteken, in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs en Vereeniging, soos op 10 September 1987 saamgestel, die Haarkappersbedryf, waarin werkgewers en hulle werknemers met mekaar geassosieer is om toiletdienste in enige haarkappersalon te lewer;
- (b) "toiletdienste" beteken enige of meer of 'n kombinasie van die werksaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidsdeskundiges of kosmetiste of kosmetoloë of haarkappers, en omvat dit maar word nie beperk nie tot die volgende werksaamhede:
- (i) Hare skik, hare kap, hare sny, hare streepbleik, hare skeer, hare krul en hare reinig; of
 - (ii) hare skroei, sjampoe, bleik, kleur, skakeer, tint, versteil, verslap, stileer, golf (permanent, Marcel- of water-) van hare of enige ander behandeling van die hare van die kop of die gesig; of
 - (iii) massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek; of
 - (iv) manikuring van die naels, pluk van wenkbroue, bordwerk, trigologiese behandeling of ander skoonheideskundige behandeling; of
 - (v) die verrigting van enige werksaamheid bedoel in (i) aan 'n pruik of haarstuk wat deur iemand gedra gaan word;
- ongeag of enige apparaat, toestel, preparaat of gebruiksmiddel by enige van hierdie werksaamhede gebruik word al dan nie.
- (c) "haarkappersalon" beteken enige perseel waarop toiletdienste normaalweg aan lede van die publiek gelewer word.

T. T. MBOWENI

Minister van Arbeid

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BYLAE**BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF
(SEMI-NASIONAAL)****KOLLEKTIEWE OOREENKOMS**

ooreenkomsdig die Wet op Arbeidsverhoudinge, 1995, synde die Hoofooreenkoms gesluit deur en aangegaan tussen die

South African Hairdressers' and Cosmetologists' Association

(“die werkgewersorganisasie” of “SAHCA”)

en die

South African Hairdressers Employees' Industrial Union

(“die vakbond”)

wat die partye is by die

Bedingingsraad vir die Haarkappers- en Kosmetologiebedryf

(semi-nasionaal)

(“die raad”)

in

Haarkappers- en Kosmetologiebedryf

(“die nywerheid”)

om die bedinge en voorwaardes van diens in die nywerheid te reguleer

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die nywerheid nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;
- (b) in die volgende gebiede:
 - (i) “Gebied 1”, wat beteken die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort en Springs;
 - (ii) “Gebied 2”, wat beteken die landdrosdistrikte Klerksdorp en Vereeniging;
 - (iii) “Gebied 3”, wat beteken die landdrosdistrik Oos-Londen;
 - (iv) “Gebied 4”, wat beteken die landdrosdistrikte Port Elizabeth en Uitenhage.

(2) Hierdie Ooreenkoms is van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die leervoorwaardes gepubliseer kragtens die Wet op Mannekragopleiding, 1981.

(3) Hierdie Ooreenkoms is van toepassing op alle ander werkgewers en werknemers in die nywerheid as dié bedoel in subklousule (1)(a) in die landdrosdistrikte genoem in subklousule (1)(b) vanaf die datum vasgestel deur die Minister van Arbeid ingevolge artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995.

(4) Die partye stem ooreen dat die volgende klousules van hierdie Ooreenkoms nie op nie-partye van toepassing sal wees nie, naamlik klousules 1(1)(a), 2 en 17(7).

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms bind die partye daarby ingevolge artikel 31(a) van die Wet op Arbeidsverhoudinge, 1995, en tree in werking vir die partye op dieselfde datum as wat die Minister van Arbeid kragtens artikel 32(2) van genoemde Wet vir nie-partye vasstel en bly van krag tot 31 Desember 2004;

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het die betekenis wat daaraan in die Wet toegeskryf is. Die manlike sluit die vroulike en die onsydige in, en die enkelvoud sluit die meervoud in; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1995;

“vakleerling” ’n werknemer in diens ooreenkomsdig ’n skriftelike kontrak van vakleerlingskap wat geregistreer is ingevolge die WOM, en sluit ’n minderjarige in;

“los werknemer” ’n werknemer wat vir ’n permanente werknemer instaan wat op die wyse en vir die doel soos beskryf in klousule 10(4) in diens is;

“sertifikaat om haarkappery te bedryf” die sertifikaat beskryf in Aanhangesel D;

“kommissie” ’n bedrag wat aan ’n werknemer verskuldig is kragtens ’n kommissie-ooreenkoms tussen ’n werkewer en ’n werknemer;

"COTT" die Sentrale Organisasie vir Vaktoetse;

"kosmetologie" een of meer van die toiletdienste wat gewoonlik deur 'n manikuris of skoonheidskundige, of 'n kosmetis of kosmetoloog in 'n salon verrig word en sluit in, maar is nie beperk nie tot—

- (a) manikuring, pedikuring en naeltetnologie of die aanwending van kurksnaels of naelverlengings ongeag die stof wat gebruik word, met inbegrip van akriel, veselglas of jel;
- (b) die vorming en pluk van wenkbroue met inbegrip van die aanwending van vals- of kunswenkbroue en wimpers;
- (c) kosmetiese en kamoeiflerende grimering van die gesig en sy gelaatstrekke hetsy op permanente, semi-permanente of tydelike wyse;
- (d) gesigsvelsorg;
- (e) die verwydering van ongewenste of oorbodige hare van die kop of gesig op watter ander wyse ook al as skeer, maar met inbegrip van waksing, chemiese onthaarders, of op elektriese of meganiese wyse;

ongeag of enige apparaat, toestel, hitte, preparaat of stof by enige van hierdie werksaamhede gebruik word of nie;

"kosmetoloog" 'n manikuris of skoonheidskundige of kosmetoloog of kosmetis wat enigeen of meer van die toiletdienste bedoel in die omskrywing van "kosmetologie" verrig;

"bedryfsinrigting" enige perseel waarin toiletdienste normaalweg aan lede van die publiek gelewer word;

"algemene assistent" 'n werknemer in diens vir die volgende:

- (a) die skoonmaak en/of vee van persele;
- (b) die skoonmaak van skoene;
- (c) boodskappe doen;
- (d) die verskaffing van verversings aan personeel en klante van 'n salon;
- (e) die sanitering en sterilisering van werktuie, uitrusting en oppervlakte;
- (f) die was van skottelgoed;
- (g) was en stryk;

"algemene sekretaris" die Hoof-Uitvoerende Beämpte van die Raad

"haarkapper" 'n persoon wat vir wins, of vir sy of haar eie rekening, of in vennootskap, of as werknemer, een of meer van die toiletdienste verrig wat gewoonlik deur 'n haarkapper verrig word, of regstreeks of onregstreeks adverteer dat hy of sy hierdie dienste verrig;

"haarkappery" een of meer van die toiletdienste wat gewoonlik deur 'n haarkapper in 'n salon verrig word, en sluit in, maar is nie beperk nie tot—

- (a) enige diens aan die kopvel of die hare van die kop of gesig, met inbegrip van die volgende:
 - (i) Sjampoenering en reiniging, en opknapping en behandeling;
 - (ii) chemiese verandering van die hare, met inbegrip van vasgolwing, verslapping en die reguit maak van die hare;
 - (iii) die kleur van hare, met inbegrip van tint en kleur deur middel van vaste en semi-vaste of tydelike kleurmiddels en met inbegrip van die gebruik van kleurspoelmiddels, sjampoës, jels of mousse'e; en die lichter maak deur middel van tinte, bleikmiddels, bleikstrepe of ophelderende tinte of haarskakeringsmiddels;
 - (iv) haarsnywerk en -fatsoenering;
 - (v) barbiersdienste, met inbegrip van die skeer en skroei van hare;
 - (vi) haarstilering en -skikking met inbegrip van die ontwerp, krulling, golwing (op watter wyse ook al, met inbegrip van water, Marcel-metode of hitte) van hare, droog blaas en blaasgolwing en stilering, tangkarteling, parsing (verslapping);

hetsey enige apparaat, toestel, hitte, preparaat of stof in enige van hierdie werksaamhede gebruik word of nie;

- (b) massering of stimulerende behandeling of oefening van die gesig, kopvel of nek;
- (c) die byvoeging by hare van natuurlike en kunshare en haarverlengings, bordwerk, valshaarwerk, pruikmakery of die verrigting van enige werksaamheid bedoel in paragraaf (a) ten opsigte van 'n pruik of haarstuk wat deur iemand gedra gaan word;
- (d) trigologie en trichologiese behandeling, met inbegrip van die behandeling van abnormaliteite en siektes van die hare;

"haarkappersalon" 'n bedryfsinrigting;

"OOHKD" die Opvoedings- en Opleidingsraad vir Haaversorg- en Kosmetiekdienste;

"IMSSA" die "Independent Mediation Services of South Africa";

"minderjarige" 'n minderjarige wat ingevolge artikel 15 van die WOM in diens geneem is gedurende die gebruikelike proeftyelperk voor die sluiting van 'n kontrak van vakleerlingskap;

"WOM" die Wet op Mannekragopleiding, 1981;

"nie-werkende werkgewer" die eienaar van 'n salon wat 'nregs- of natuurlike persoon is wat nie geregtig is op 'n sertifikaat om haarkappery te bedryf nie;

"operator" 'n werknemer van 18 jaar of ouer wat sodanige werk verrig as wat van tyd tot tyd deur die OOHKD as die werk van 'n operator aangewys word;

"deeltydse werknemer" iemand wat hoogstens 10 uur per dag en nie langer as 25 uur per week werk nie;

"party" die werkgewersorganisasie of vakvereniging;

"premie" vergoeding van watter aard ook al vir die opleiding van enige persoon in haarkappery;

"gekwalificeerde haarkapper" 'n persoon wat—

- (a) 'n kontrak van vakleerlingskap voor 1 Januarie 1994 voltooi het; of
- (b) in besit is van 'n vaktoetssertifikaat uitgereik deur COTT of die OOHKD; of
- (c) in besit is van 'n vaardigheidsertifikaat uitgereik kragtens die Wet op Opleiding van Ambagsmanne, 1951; of
- (d) beskik oor enige kwalifikasie wat die raad in oorelog met die OOHKD as 'n kwalifikasie kan herken, hetsy dit in die Republiek van Suid-Afrika verwerf is of nie; of
- (e) in besit is van 'n meestersertifikaat van die werkgewersorganisasie of van enige afdeling daarvan; of
- (f) in besit is van 'n vaardigheidsertifikaat in haarkappery of een van sy vertakkings, uitgereik deur 'n bedingsraad of voormalige nywerheidsraad voor die inwerkingtreding van hierdie Ooreenkoms;

"ontvangspersoon en/of telefonis" 'n werknemer wat in diens is in 'n salon en wat een of meer van die volgende werksaamhede as deel van sy of haar werksverantwoordelikheid verrig en nie slegs op 'n geleenthedsgrondslag nie:

- (a) Ontvang klante of reël afsprake;
- (b) hou rekeninge en state by;
- (c) doen enige ander klerklike werk;
- (d) hanteer kontant;
- (e) is verantwoordelik vir toonbankverkope;
- (f) is verantwoordelik vir voorradebeheer;
- (g) is verantwoordelik vir adverteering en promosies;
- (h) hanteer die uitstalling van handelsware;

"verteenwoordiger" 'n persoon aangestel deur enige party om sodanige party in die raad te verteenwoordig;

"salon" 'n bedryfsinrigting;

"sekretaris" ook 'n adjunksekretaris, 'n assistentsekretaris en 'n waarnemende sekretaris en ook die sekretaris van die raad, wat onder opdrag van die algemene sekretaris dien, indien die raad 'n algemene sekretaris aangstel het;

"toiletdienste" enigeen of meer of 'n kombinasie van die gewone werksaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiste of kosmetoloë of haarkappers toegepas word, soos uiteengesit in die registrasiesertifikaat van die raad;

"leerlinghaarkapper" 'n werknemer, uitgesonderd 'n vakleerling, ouer as 21 jaar, wat opgelei word kragtens 'n skriftelike opleidingskontrak wat by die raad geregistreer is;

"opleidingsinrigting" 'n inrigting wat deur die OOHKD as 'n opleidingsinrigting geakkrediteer is waarby enige kursus wat aangebied word, deur die OOHKD geakkrediteer is;

"loon"—

- (a) die besoldiging betaalbaar aan 'n werknemer kragtens klousule 12 ten opsigte van die werkure in klousule 14 voorgeskryf, oortyd kragtens klousule 14 (6), werk op openbare vakansiedae kragtens klousule 15 (1) en Sondagwerk kragtens klousule 15 (2);
- (b) indien 'n werkgewer gewoonlik 'n werknemer 'n hoër bedrag betaal as die voorgeskrewe loon, die hoër bedrag;
- (c) 'n bedrag betaalbaar aan 'n werknemer ten opsigte van kommissie kragtens klousule 11 of klousule 12 (1), of bonus, hetsy hierdie bedrae van maand tot maand wissel of nie;

"maar"—

- (i) vir die doeleindes van besoldiging vir openbare vakansiedae, jaarlikse verlof en *pro rata*-verlofbesoldiging word kommissie nie as loon gereken nie;
- (ii) vir die doeleindes van die berekening van kommissie vir werk op 'n Sondag of openbare vakansiedag beteken loon die loon gespesifieer in klousule 12 (1) en nie soos bereken kragtens klousule 12 (12) nie;
- (iii) vir die doeleindes van die betaling van jaarlikse verlof, *pro rata*-verlofbesoldiging, siektebesoldiging, Siektebesoldigingsfondsbydraes, hci-Voorsorgfondsbydraes in die geval van 'n haarkapper in Gebied 1, beteken loon die loon soos gespesifieer in Deel B van die Loonskedeule by klousule 12 (1) vir Gebied 1;

- (iv) vir die doeleindes van die betaling van jaarlike verlof en *pro rata*- vakansieverlof word bedrae ten opsigte van oortydwerk, werk op Sondae, en werk op openbare vakansiedae, nie as loon gereken nie; "werkende werkewer" 'n werkewer wat enige handeling as 'n haarkapper of kosmetoloog verrig.

(2) Die inhoudsopgawe van hierdie Ooreenkoms en die opskrifte van die klousules word slegs vir inligtingsdoeleindes verskaf en moet nie in die konstruksie van hierdie Ooreenkoms gebruik word nie.

4. SEKTOR EN GEBIED

Die sektor en gebied waarvoor die raad ingestel is, is haarkappers- en kosmetologiedienste ("die nywerheid"), soos omskryf in die registrasiesertifikaat van die raad en hierdie Ooreenkoms is slegs van toepassing op persone wat bine die raad geregistreerde bestek val.

5. VERBOD OP OPTREDE VAN HAARKAPPERS OF KOSMETOLOË ONDER SEKERE OMSTANDIGHEDE

- (1) Elke werkewer moet elke salon wat deur daardie werkewer besit of bedryf word, by die raad regstreer.
- (2) 'n Werkewer mag nie die besigheid van 'n salon dryf nie, tensy—
 - (a) die salon by die raad geregistreer is;
 - (b) in die geval van 'n haarkappersonsalon, die beheer en bestuur van die salon by 'n gekwalificeerde haarkapper berus, indien die eienaar 'n niewerkende werkewer is;
 - (c) in die geval van 'n haarkappersonsalon, 'n sertifikaat om haarkappery te bedryf, uitgereik is aan elke haarkapper in diens van die werkewer, uitgesonderd 'n vakleerling, 'n algemene assistent, 'n operateur of 'n leerling haarkapper.
- (3) 'n Werknemer mag nie as 'n haarkapper of kosmetoloog werk nie, tensy die salon waarin hy werk by die raad geregistreer is.
- (4) Niemand mag enige handeling in 'n salon verrig soos bedoel met die term "haarkappery" nie, tensy hy in besit is van 'n sertifikaat om haarkappery te bedryf, of tensy hy 'n vakleerling, 'n algemene assistent, 'n operateur of 'n leerlinghaarkapper is.
- (5) Niemand onder die ouderdom van 18 jaar mag enige handeling in 'n salon verrig soos beoog met die term "haarkappery" nie, tensy as 'n minderjarige of geregistreer as vakleerling, en so 'n persoon mag nie in diens geneem word nie as—
 - (a) 'n operateur;
 - (b) 'n leerlinghaarkapper.

6. AANSOEK OM REGISTRASIE VAN 'N SALON

- (1) Voordat met 'n salon as sakeonderneming begin word, moet iemand wat van voorneme is om enigiemand in die nywerheid in diens te neem by die raad aansoek doen om registrasie van daardie salon op die vorm soos gespesifiseer in Aanhangsel B. 'n Aparte aansoek moet ingevul word ten opsigte van elke salon wat deur 'n werkewer besit of bedryf word.
- (2) Elke aansoeker om registrasie moet aan klousule 5 voldoen, en die aansoeker mag nie 'n gediskwalifieerde persoon wees nie. Geen gediskwalifieerde persoon mag 'n salon wat werknemers in diens neem besit of bedryf nie.
- (3) Vir die doeleinds van hierdie klousule is 'n gediskwalifieerde persoon iemand wat—
 - (a) 'n venoot in 'n venootskap is of was;
 - (b) 'n lid of voormalige lid van 'n beslote korporasie is of was;
 - (c) 'n aandeelhouer of direkteur van 'n maatskappy is of was;
 - (d) 'n beslote korporasie of maatskappy is of was;

en, ten tye van die aansoek in subklousule (1) bedoel, sodanige persoon of 'n persoon in subklousules 3 (a) tot (d) bedoel wat—

- (i) 'n bedrag aan 'n werknemer of voormalige werknemer in die nywerheid skuld ten opsigte van lone wat onbetaald bly strydig met hierdie Ooreenkoms of enige vorige nywerheidsraadooreenkoms; en/of
- (ii) 'n bedrag geld aan die raad skuld strydig met 'n verpligting ingevalle enige van die raad se kollektiewe ooreenkomste of vorige nywerheidsraadooreenkomste; en/of
- (iii) strydig met die bepalings van die raad se kollektiewe ooreenkomste of vorige nywerheidsraadooreenkomste, versuim het om die bydraes van 'n werknemer, hetsy ten volle of gedeeltelik, aan 'n bystands fonds te betaal.

(4) In die geval van 'n verandering van enige van die besonderhede bedoel in die voltooide Aanhangsel B, moet 'n werkewer die raad binne 14 dae van die verandering in kennis stel. Totdat die raad in kennis gestel is van die verandering, bly die werkewer gebind deur die besonderhede van die besigheid waarvan die raad bewus is, en is daarbenewens aanspreeklik vir die finansiële gevolge van sowel die versuim om kennis te gee, as van die verandering.

7. BEHEER VAN PERSELE

- (1) In die belang van werkskepping en van onderhoud—
 - (a) mag 'n werkewer wat 'n salon besit of bedryf nie gesamentlik met enige ander persoon, behalwe met 'n venoot wat in dieselfde besigheid is, 'n perseel huur waarin die besigheid van die salon gedryf word nie;

(b) mag 'n werkewer wat 'n salon besit of bedryf nie 'n deel van die perseel verhuur of onderverhuur nie waarin die besigheid van die salon gedryf word, of daardie perseel met enigeen insluitende iemand wat 'n haarkapper is, deel nie. Dit sal nie 'n oortreding van hierdie subparagraph wees nie as 'n haarkapperson 'n perseel met 'n kosmetologiesalon deel.

(2) Geen werkewer mag vir gewin vanuit 'n salon 'n opleidingsinrigting bedryf gedurende die ure wanneer die salon vir die publiek oop is nie, hetsy dit by die OOHKD as 'n opleidingsinrigting geakkrediteer is of nie.

(3) Elke eienaar van 'n salon, en elke persoon waarskynlik in beheer van 'n salon, moet aan 'n aangewese agent van die raad, op versoek, die naam en adres verstrek van die verhuurder van die perseel waarin die besigheid van die salon gedryf word, en elke sodanige eienaar word hierby geag in te gestem het tot die openbaarmaking deur die verhuurder aan die raad van alle tersaaklike besonderhede van die huurkontrak van die perseel.

8. AANSOEK OM EN UITREIKING VAN SERTIFIKAAT VIR DIE BEDRYF VAN HAARKAPPERY

(1) Elke haarkapper moet by die raad aansoek doen om 'n sertifikaat om haarkappery te bedryf, op die vorm soos gespesifieer in Aanhangsel C en 'n heffing van R20 daarvoor betaal.

(2) Geen werkewer en geen werkemmer mag enige handeling verrig soos beoog deur die term "haarkappery" nie voordat 'n sertifikaat om haarkappery te bedryf aan hom uitgereik is op die vorm soos gespesifieer in Aanhangsel D.

(3) 'n Persoon wat die werk van 'n vakleerling, algemene assistent, 'n operateur, of 'n leerlinghaarkapper doen, hoef nie aansoek te doen om 'n sertifikaat om haarkappery te bedryf nie.

(4) Indien die raad tevreden is dat die aansoeker 'n gekwalificeerde haarkapper is en aan die vereistes van hierdie Ooreenkoms voldoen, moet die raad 'n sertifikaat om haarkappery te bedryf uitrek in die vorm soos gespesifieer in Aanhangsel D. In die geval van 'n niewerkende werkewer sal die sertifikaat NVT geëndosseer word in plaas van die kode bedoel in subklousule (8).

(5) 'n Sertifikaat om haarkappery te bedryf, mag slegs uitgereik word aan iemand wat 'n gekwalificeerde haarkapper is.

(6) Die raad kan 'n sertifikaat vir die bedryf van haarkappery wat aan enige persoon uitgereik is, intrek indien die sertifikaat verkry is op grond van vals inligting.

(7) Iemand in besit van 'n sertifikaat om haarkappery te bedryf wat kragtens subklousule (6) ingetrek is, moet die sertifikaat op versoek van die raad aan die raad terugbesorg.

(8) Op elke sertifikaat om haarkappery te bedryf wat deur die raad uitgereik is, moet hy een van die volgende kodes aanteken, elk met die betekenis wat daaraan toegeskryf is, naamlik—

- (a) QET beteken dat die houer van die sertifikaat 'n persoon is wat in paragraaf (a) van die omskrywing van "gekwalificeerde haarkapper" beoog word;
- (b) COTT beteken dat die houer van die sertifikaat 'n persoon is wat in paragraaf (b) of (c) van die omskrywing van "gekwalificeerde haarkapper" beoog word;
- (c) QA beteken dat die houer van 'n sertifikaat 'n persoon is wat in paragraaf (d) van die omskrywing van "gekwalificeerde haarkapper" beoog word;
- (d) MC beteken dat die houer van die sertifikaat 'n persoon is wat in paragraaf (e) van die omskrywing van "gekwalificeerde haarkapper" beoog word;
- (e) CQ beteken dat die houer van die sertifikaat 'n persoon is wat in paragraaf (f) van die omskrywing van "gekwalificeerde haarkapper" beoog word;
- (f) QBE beteken dat die raad die houer van die sertifikaat vrygestel het van die vereiste om enige kwalifikasie te behaal wat in die omskrywing van "gekwalificeerde haarkapper" bedoel word.

9. OPLEIDINGSKONTRAKTE

(1) 'n Werkewer mag nie 'n persoon as haarkapper in diens neem nie behalwe kragtens 'n opleidingskontrak wat deur die raad goedgekeur is.

(2) 'n Opleidingskontrak moet—

- (a) skriftelik wees en persoonlik deur die leerlinghaarkapper en deur of namens die werkewer onderteken wees;
- (b) gesluit word binne drie maande vanaf die datum waarop diens aanvaar word, en moet binne 14 dae vanaf die datum van die sluiting van die kontrak vir registrasie aan die sekretaris van die raad gestuur word;
- (c) wesenlik in dieselfde vorm wees as 'n vakleerlingkontrak met die nodige veranderinge soos deur die kontrak vereis.

(3) 'n Werkewer mag nie 'n premie aanvaar vir die opleiding van 'n persoon as 'n haarkapper nie, behalwe soos gemagtig deur die OOHKD.

(4) Die raad kan 'n werkewer magtig om iemand ouer as 18 jaar as 'n leerlinghaarkapper in diens te neem in enige van die rigtings van haarkappery wat deur die OOHKD erken word. Die opleidingskontrak word deur hierdie Ooreenkoms gereël en nie deur die WMO nie.

(5) Die opleidingskedisjies gespesifieer deur die OOHKD vir 'n vakleerling wat besig is met dieselfde opleidingsrigting as die leerlinghaarkapper, geld vir die opleiding. Die werkewer moet verseker dat die opleiding soos uiteengesit in bedoelde opleidingskedisjies, aan die leerlinghaarkapper verskaf word.

(6) Die werkgever moet aan die leerlinghaarkapper vrystelling van werk gee om die kursusse by te woon wat 'n vakleerling wat dieselfde opleidingsrigting volg, by 'n opleidingsinrigting sou moes deurloop. Die bepalings van die leervoordrages betreffende vrystelling van werk met volle besoldiging vir die bywoning van sodanige kursusse geld vir 'n leerlinghaarkapper met die veranderinge wat deur die konteks vereis word.

(7) Die raad het dieselfde regte ten opsigte van die oordrag en beëindiging van 'n opleidingskontrak as wat die OOHKD sou gehad het ten opsigte van 'n vakleerling kragtens die WOM, met die veranderinge vereis deur die konteks, en met geen reg van appèl na die Minister nie.

(8) 'n Leerlinghaarkapper moet dieselfde loon betaal word as 'n vakleerling op 'n vergelykbarevlak van opleiding.

10. WERKSEKURITEIT

(1) 'n Werkgever mag nie 'n werknemer in diens neem om ander toiletdienste te verrig as wat deur hierdie Ooreenkoms toegelaat word nie.

(2) Die enigste werk wat gedoen kan word deur—

- (a) 'n kosmetoloog;
- (b) 'n algemene assistent;
- (c) 'n operator;
- (d) 'n ontvangspersoon en/of telefonis,

vir die loon gespesifieer vir die betrokke kategorie van werk, is die werk soos gespesifieer in die omskrywing van elk van bogenoemde kategorieë in klousule 3 van hierdie Ooreenkoms, anders is die persoon wat die werk doen daarop geregtig om as 'n gekwalifiseerde haarkapper betaal te word wie se sertifikaat om haarkappery te bedryf, geëndosseer word met die kode "COTT", en moet die werkgever daardie persoon dienooreenkomstig betaal.

(3) 'n Werkgever mag nie 'n persoon onder die ouderdom van 16 jaar in diens neem nie. 'n Persoon oor die ouderdom van 16 jaar en onder die ouderdom van 18 jaar kan slegs in 'n salon in diens geneem word—

- (a) gedurende die proeftydperk wat deur die WOM toegelaat word;
- (b) ingevolge 'n leerkontrak geregistreer by die OOHKD;
- (c) indien hy 'n gekwalifiseerde haarkapper is met 'n sertifikaat om haarkappery te bedryf, geëndosseer "COTT";
- (d) as 'n algemene assistent.

(4) Los werknemers kan slegs in diens geneem word om in te staan vir werknemers of werkende werkgevers wat tydelik met enige verlof is. 'n Werkgever wat 'n los werknemer in diens het, moet die raad binne sewe dae na die indiensneming van sodanige persoon skriftelik van die feit in kennis stel en moet die raad binne sewe dae na die beëindiging van die dienste van die los werknemer skriftelik in kennis stel. Tot tyd en wyl die werknemer die raad van die indiensneming van 'n tydelike werknemer in kennis gestel het, sal daardie werknemer vir die doeleindes van al die kollektiewe ooreenkoms wat deur die raad hanteer word, onweerlegbaar behandel word asof hy in voltydse dien is en geregtig wees op al die regte, en onderworpe aan al die verpligte, van 'n voltydse werknemer.

(5) Die verhouding van operators tot haarkappers met 'n sertifikaat om haarkappery te bedryf word nie toegelaat om die volgende te oorskry nie:

- (a) een operator vir die eerste gekwalifiseerde haarkapper; en daarna
- (b) een operator vir elke twee gekwalifiseerde haarkappers.

(6) 'n Werkgever mag nie enige persoon as haarkapper in diens neem nie, tensy daardie persoon aan die voornemende werkgever 'n geldige sertifikaat om haarkappery te bedryf, voorlê.

(7) 'n Werkgever moet elke maand aan die raad op die vorm gespesifieer in Aanhangsel A (die terugstuurvorm), die volle name van alle persone in diens, met inbegrip van minderjariges en vakleerlinge en leerlinghaarkappers, bekendmaak.

(8) Elke werkgever moet die raad binne 14 dae na 'n werknemer die diens van die werkgever verlaat het, skriftelik in kennis stel. Totdat die werkgever dit gedoen het, bly die werkgever aanspreeklik vir die finansiële gevolge van die indiensneming van daardie werkgever, met inbegrip van daardie wat in klousule 17 van hierdie Ooreenkoms gespesifieer word.

(9) 'n Werkgever mag nie 'n vroulike werknemer verplig om te werk nie of toelaat dat sy werk nie gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en twaalf weke na die datum van haar bevalling eindig ("kraamverlof"). 'n Werkgever hoef nie 'n werknemer gedurende kraamverlof te betaal nie, maar hy moet sodanige werknemer weer in diens te neem as sy haar nie later nie as 12 weke na die datum van haar bevalling vir ononderbroke diens aanmeld.

(10) 'n Werkgever kan 'n persoon as 'n deeltydse werknemer in diens neem onderworpe aan die volgende reëls:

- (a) Die deeltydse werknemer mag nie as los werknemer in diens geneem word nie;
- (b) die los werknemer moet in diens geneem word vir dieselfde ure op dieselfde dag (dae) van elke siklus, waar "siklus" 'n week, twee weke of 'n maand beteken;
- (c) die dienskontrak moet skriftelik wees en moet die voordele spesifieer waarop voltydse werknemers geregtig is ingevolge die kollektiewe ooreenkoms wat deur die raad hanteer word, en aandui watter van daardie voordele op die deeltydse werknemer van toepassing is;

- (d) 'n deeltydse werknemer mag nie in diens geneem word vir langer as 10 uur per dag en vir meer as 25 uur per week nie;
 - (e) 'n werkewer wat 'n deeltydse werknemer in diens het, moet die raad binne 14 dae (of op die volgende terugstuurvorm) nadat sodanige persoon in diens geneem is, skriftelik daarvan in kennis stel;
 - (f) 'n werknemer wat 'n deeltydse werknemer in diens het, moet die raad binne 14 dae na die diensbeëindiging van die deeltydse werknemer skriftelik daarvan in kennis stel.
- (11) Tot tyd en wyl 'n werkewer aan subklousule 10 (f) voldoen het, sal daardie deeltydse werknemer onweerlegbaar behandel word as synde in voltydse diens vir die doeleinds van al die kollektiewe ooreenkomste wat die raad hanteer en onderworpe wees aan al die regte en aanspreeklikhede van 'n voltydse werknemer.

(12) 'n Werkewer moet elke werknemer van 'n aanstellingsbrief voorsien waarin die werknemer se volle name, datum van diensaanvaarding, aanvanklike posbenaming, basiese salaris, en normale werkure vermeld word. 'n Afskrif van elke sodanige brief, onderteken deur die werknemer, moet deur die werkewer in die salon gehou word en 'n afskrif moet beskikbaar gestel word. Dit moet te alle redelike tye beskikbaar wees vir inspeksie deur die aangewese agente van die raad.

11. KOMMISSIE-OOREENKOMSTE

(1) 'n Werkewer en werknemer kan ooreenkom dat die werknemer kommissie ontvang op dienste of verkope of albei ('n "kommissie-ooreenkoms"). Ten spye hiervan is 'n haarkapper in Gebied 1 beperk tot 'n kommissie-ooreenkoms wat voldoen aan Deel A van die Loonskedule van klousule 12 (1) vir Gebied 1.

(2) 'n Kommissie-ooreenkoms moet op skrif gestel en persoonlik deur die werknemer en deur of namens die werkewer onderteken wees. Behoudens Deel A van die Loonskedule van klousule 12 (1) vir Gebied 1, moet 'n kommissie-ooreenkoms die volgende besonderhede bevat:

- (a) Die identiteit van die partye en die basiese loon waaraan ooreengekom is indien die basiese loon hoër is as die voorgeskrewe loon;
- (b) die kommissieskaal, en die aanspraakvooraarde;
- (c) die dag van die week of maand waarop die kommissie wat verdien is, verskuldig en betaalbaar is;
- (d) die tydperk van diensopsegging wat deur die werkewer of die werknemer gegee moet word om die voorrade waarkragtens die kommissie betaalbaar is, in te trek of om onderhandelings aan te knoop vir die wysiging van die voorrade. Kommissie wat kragtens hierdie klousule betaalbaar is, moet in die loonboek ingeskryf word op dieselfde wyse as lone wat kragtens klousule 12 betaalbaar is.

(3) Die kommissie-ooreenkoms moet deur die partye voor twee getuies onderteken word.

(4) Elke werkewer moet binne sewe dae nadat hy versoeck word om dit te doen, die raad voorsien van 'n afskrif van elke kommissie-ooreenkoms wat deur hom aangegaan is.

(5) Behoudens Deel A van die Loonskedule van klousule 12 (1) in die geval van 'n haarkapper in Gebied 1, moet 'n kommissie-ooreenkoms in die vorm wees uiteengesit in Aanhangsel E en in breë trekke soortgelyk wees.

(6) Alle gekwalifiseerde haarkappers word geag in diens te wees ingevolge 'n kommissie-ooreenkoms.

(7) Indien 'n kommissie-ooreenkoms nie skriftelik is nie, hetby dit aan hierdie klousule voldoen, sal dit vir alle doeleinds geag word te bepaal dat die werknemer geregtig is op kommissie teen 'n koers van 40% van ontvangste na verdubbeling van die basiese loon vir daardie werknemer soos bepaal in hierdie Ooreenkoms, en sonder enige aftrekking vir voorraad of om enige ander rede.

(8) Indien die werkewer nie in staat is nie om 'n rekord van ontvangste voor te lê vir 'n werknemer wat in diens is, of wat ingevolge 'n kommissie-ooreenkoms geag word in diens te wees, bevestig deur daardie werknemer, word die rekord van ontvangste soos beweer deur die werknemer geag die ontvangste van daardie werknemer te wees totdat die teendeel deur die werkewer bewys is.

12. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Behoudens subklousules (6), (13) en (14) hieronder, mag geen werkewer lone betaal en mag geen werknemer lone aanvaar wat laer is as dié uiteengesit in die Loonskedule hierby en wat gelees moet word asof dit hierin geïnkorporeer is.

(2) "Meritesertifikaat" beteken 'n sertifikaat beoog in paragraaf (b) of (c) van die omskrywing van "gekwalifiseerde haarkapper".

(3) Niks in hierdie klousule het die uitwerking dat dit die loon wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang, verminder vir solank die werknemer by dieselfde werkewer in diens bly nie.

(4) Subklousule (3) is ook van toepassing op 'n werknemer wie se dienste deur 'n werkewer na die datum van inwerkingtreding van hierdie Ooreenkoms beëindig word en wat weer deur sodanige werkewer in diens geneem word.

(5) (a) Lone kan per tjk betaal word tensy die werknemer aandring op kontant en is weekliks of maandeliks betaalbaar soos deur die werkewer en werknemer ooreengekom is. Indien diens voor die gewone betaaldag beëindig word, moet die lone onmiddellik by beëindiging betaal word. Die lone moet in 'n verseelde koevert geplaas word waarop die volgende moet verskyn:

- (i) Die volle naam van die werknemer;
- (ii) die tydperk waarvoor die bepaalde bedrag betaal word;

- (iii) enige aftrekings ingevalle hierdie Ooreenkoms; en
 - (iv) die bedrag wat in die koevert ingesluit word.
- (b) Die besoldiging wat aan 'n los werknaemers verskuldig is, moet by beëindiging van elke losdienskontrak hom betaal word.
- (6) Geen aftrekking van watter aard ook al, behalwe ondergenoëmdes, mag van die bedrag wat aan 'n werknaemers verskuldig gemaak word nie:
- (a) Wanneer 'n werknaemers van die werk af wegblie behalwe met toegestane verlof, of op versoek van die werkgever, 'n *pro rata*-bedrag vir die tydperk van afwesigheid;
 - (b) bydraes tot fondse van die raad ingevalle hierdie Ooreenkoms;
 - (c) ledegeld en heffings aan die vakbond, indien enige;
 - (d) bydraes aan HairMed, die Siektebesoldigingsfonds vir die Haarkappersbedryf ("die Siektebesoldigingsfonds") en die hci-Voorsorgfonds, indien enige;
 - (e) aftrekings wat 'n werkgever ingevalle 'n wet moet maak of 'n ander bedrag wat 'n werkgever regtens of op bevel van 'n hof moet of mag aftrek;
 - (f) aftrekings ten opsigte van BTW wat van die kleinhandelverkoopprys van toiletprodukte afgetrek mag word met die doel om kommissie op sodanige verkoope te bereken in die geval van 'n haarkapper.
- (7) Lone wat weekliks betaalbaar is, moet die Vrydag van elke week, nie later as sluitingstyd nie, betaal word. Indien Vrydag 'n openbare vakansiedag is, moet betalings op die vorige besigheidsdag gedoen word, nie later as sluitingstyd nie. Lone wat maandeliks betaal word, moet betaal word op die laaste dag van elke maand, nie later as sluitingstyd nie.
- (8) Betaling van lone moet plaasvind op die plek waar die werknaemers werklik werksaam of in diens is op die tydstip waarop die lone betaal word.
- (9) In die geval van weekliks betaalde werknaemers, word die weeklikse loon bereken teen die koers van drie dertiendes van die maandelikse loon.
- (10) Nadat 'n werknaemers in aaneenlopende diens by dieselfde salon of by dieselfde werkgever(s) is—
- (a) vir 'n tydperk van 60 maande, is die werknaemers daarna geregtig op bykomende salaris bereken teen die koers van 5% van die basiese maandelikse loon van die kategorie werknaemers soos voorgeskryf by subklousule (1);
 - (b) vir 'n tydperk van 120 maande, is die werknaemers daarna geregtig op bykomende salaris bereken teen die koers van 10% van die basiese maandelikse loon van die kategorie werknaemers soos voorgeskryf by subklousule (1).
- (11) Vir die doeleindes van subklousule (1), sluit die term "aaneenlopende diens" in enige tydperk diens by dieselfde salon of werkgever—
- (a) voor die inwerkingtreding van hierdie Ooreenkoms;
 - (b) gedurende kraamverlof wat deur hierdie Ooreenkoms toegelaat word;
 - (c) selfs indien, na die datum van inwerkingtreding van hierdie bepaling, daardie dienste deur die werkgever beëindig word, mits die werknaemers weer deur dieselfde salon of werkgever in diens geneem word en die tussenposse tussen die beëindiging en herindiensneming nie 90 dae oorskry nie.
- (12) Om die uurloon vir werk op Sondae en openbare vakansiedae te bereken, moet die maandloon met 12 vermenigvuldig word, en dan gedeel word deur—
- (a) 2 184 gedurende die tydperk 1 Januarie 1997 tot 31 Desember 1997; en
 - (b) 2 080 daarna.
- (13) Subklousules (a) tot en met (12) is nie op haarkappers in Gebied 1 van toepassing nie maar is van toepassing op operateurs, vakleerlinge, leerlinghaarkappers, manikuriste en/of skoonheidskundiges, ontvangspersone en/of telefoniste en algemene assistente in genoemde gebied.
- (14) Die lone gespesifieer vir 'n haarkapper in Deel B van die Loonskedeule in Gebied 1 is uitsluitlik vir die doeleindes van die berekening van vakansiesbesoldiging, hci-Voorsorgfondsbydraes, siektebesoldiging en Siektebesoldigingsfondsbydraes.
- (15) Die Loonskedeule hierby verstryk op 31 Oktober 1998.

LOONSKEDULE

[Klousule 12 (1)]

Lone betaalbaar in Gebied 1, wat beteken die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort en Springs

DEEL A

Verdiende van 'n haarkapper

Kommissie-ooreenkoms tussen:
(die werkgever)

.....
(die werknemer)

1. Datum van diensaanvaarding.....

2. (1) Kommissiekoers: 40% (percent)

[OPMERKING: 'n Hoër kommissiekoers kan betaal word. Indien dit die geval is, spesifieer die hoër koers hier:
..... % (percent)]

(2) Die werknemer is geregtig op maandelikse kommissie, teen die koers uiteengesit op sy bruto ontvangste sodra hy sy loon verdubbel het.

(3) Vir die doeleindes van kommissie, sluit "ontvangste" nie die verkoop van haarkappersprodukte in nie.

(4) Van die bruto ontvangste van die werknemer in hierdie klousule, mag die werkgever **NIE** die koste van enige produk aftrek wat deur die werknemer gebruik is in die lewering van toiletdienste aan kliënte nie.

3. (1) Kommissiekoers: 5% (percent)

[OPMERKING: 'n Hoër kommissiekoers kan betaal word. Indien dit die geval is, spesifieer die hoër koers hier:
..... % (percent)]

(2) Ten opsigte van die verkoop van haarkappersprodukte is die werknemer geregtig op maandelikse kommissie op totale verkoop deur hom gedoen teen die gespesifieerde koers. Genoemde verkoop moet bereken word teen kleinhandelverkoopprys min BTW, bereken volgens hierdie formule:

$$a \times \frac{b}{(b + 100)}$$

waar:

(a) = kleinhandelverkoopprys insluitende BTW; en

(b) = BTW-koers

4. Datum in die maand waarop kommissie betaalbaar is:.....

Geteken te op hede die dag van 19.....

AS GETUIES

1. _____

Werkgever

2. _____

Werknemer

DEEL B

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkewer betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydraes deur die werkewer betaal word
Haarkapper (gekwalifiseer) met kode COTT of MC, QA of CQ, QET, QBE:		
Eerste jaar na kwalifisering	R1 680,00	R1 639,00
Daarna.....	R2 400,00	R2 341,00
Haarkapper met sertikaat om haarkappery te bedryf met kode "slegs Afro-haarkappery"	R1 340,00	R1 307,00
Vakleerlinge:		
Voor voltooiing van Module 1	R 900,00	R 878,00
Module 1	R 930,00	R 907,00
Module 2.....	R 980,00	R 956,00
Module 3.....	R1 030,00	R1 005,00
Module 4.....	R1 080,00	R1 054,00
Module 5.....	R1 130,00	R1 102,00
Module 6.....	R1 180,00	R1 151,00
Manikuris en/of skoonheidskundige:		
Eerste jaar ondervinding.....	R 950,00	R 927,00
Daarna.....	R1 675,00	R1 634,00
Ontvangspersoon en/of telefonis.....	R1 600,00	R1 561,00
Operateur	R1 400,00	R1 366,00
Algemene assistent (Om vrystelling vir hierdie kategorie moet aansoek gedoen word).....	R 880,00	R 859,00
Los werknemer	R117 per dag	Nvt
	Plus Voorsorgfonds- bydrae van 2,5% van loon	

LOONSKEDULE

[Klousule 12 (1)]

Lone betaalbaar in Gebied 2, wat beteken die landdrostdistrikte Klerksdorp en Vereeniging

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkewer betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydraes deur die werkewer betaal word
Haarkapper (gekwalifiseer) met kode COTT of MC, QA of CQ, QET:		
Eerste jaar na kwalifisering	R1 350,00	R1 317,00
Daarna.....	R1 800,00	R1 756,00
Haarkapper met sertikaat om haarkappery te bedryf met kode "slegs Afro-haarkappery" en QBE	R1 250,00	R1 220,00
Vakleerlinge:		
Voor voltooiing van Module 1	R 715,00	R 698,00

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkewer betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydraes deur die werkewer betaal word
Module 1.....	R 745,00	R 727,00
Module 2.....	R 795,00	R 776,00
Module 3.....	R 845,00	R 824,00
Module 4.....	R 895,00	R 873,00
Module 5.....	R1 045,00	R1 020,00
Module 6.....	R1 095,00	R1 068,00
Manikuris en/of skoonheidskundige:		
Eerste jaar ondervinding	R 705,00	R 688,00
Daarna.....	R1 250,00	R1 220,00
Ontvangspersoon en/of telefonis.....	R1 240,00	R1 210,00
Operateur	R1 160,00	R1 132,00
Algemene assistent (Om vrystelling vir hierdie kategorie moet aansoek gedoen word).....	R 630,00	R 615,00
Los werknemer.....	R101 per dag	Nvt
		Plus Voorsorgfonds-bydrae van 2,5% van loon

LOONSKEDULE

[Klousule 12 (1)]

Lone betaalbaar in Gebied 3, wat beteken die landdrosdistrik Oos-Londen

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkewer betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydraes deur die werkewer betaal word
Haarkapper (gekwalifieer) met kode QET of QA of CQ:		
Eerste jaar na kwalifisering	R1 283,00	R1 252,00
Daarna.....	R1 567,00	R1 529,00
Haarkapper (gekwalifieer) met kode COTT of MC:		
Eerste jaar na kwalifisering	R1 567,00	R1 529,00
Daarna.....	R1 847,00	R1 802,00
Vakleerlinge:		
Voor voltooiing van Module 1	R 772,00	R 753,00
Module 1.....	R 805,00	R 785,00
Module 2.....	R 859,00	R 838,00
Module 3.....	R 913,00	R 891,00
Module 4.....	R 962,00	R 939,00
Module 5.....	R1 021,00	R 996,00
Module 6.....	R1 075,00	R1 049,00

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkgever betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydrae deur die werkgever betaal word
Manikuris en/of skoonheidskundige:		
Eerste jaar ondervinding	R1 064,00	R1 038,00
Daarna.....	R1 313,00	R1 281,00
Ontvangspersoon en/of telefonis.....	R1 568,00	R1 530,00
Operateur	R 862,00	R 841,00
Algemene assistent (Om vrystelling vir hierdie kategorie moet aansoek gedoen word).....	R 772,00	R 753,00
Los werknemer.....	R101 per dag	Nvt
		Plus Voorsorgfonds- bydrae van 2,5% van loon

LOONSKEDULE

[Klousule 12 (1)]

Lone betaalbaar in Gebied 4, wat beteken die landdrosdistrikte Port Elizabeth en Uitenhage

Werknemer	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar geen Voorsorgfonds deur die werkgever betaalbaar is nie	Loon per maand vanaf die inwerkingtreding van die Ooreenkoms waar Voorsorgfondsbydrae deur die werkgever betaal word
Haarkapper (gekwalifieer) met kode QET of QA of CQ:		
Eerste jaar na kwalifisering	R1 488,00	R1 452,00
Daarna.....	R1 652,00	R1 612,00
Haarkapper (gekwalifieer) met kode COTT of MC:		
Eerste jaar na kwalifisering	R1 652,00	R1 612,00
Daarna.....	R1 877,00	R1 831,00
Vakleerlinge:		
Voor voltooiing van Module 1	R 761,00	R 742,00
Module 1.....	R 793,00	R 774,00
Module 2.....	R 847,00	R 826,00
Module 3.....	R 900,00	R 878,00
Module 4.....	R 953,00	R 930,00
Module 5.....	R1 006,00	R 981,00
Module 6.....	R1 060,00	R1 034,00
Ontvangspersoon en/of telefonis.....	R1 559,00	R1 521,00
Operateur	R 855,00	R 834,00
Algemene assistent (Om vrystelling vir hierdie kategorie moet aansoek gedoen word).....	R 767,00	R 748,00
Los werknemer.....	R145,00 per dag	Nvt
		Plus Voorsorgfonds- bydrae van 2,5% van loon

13. REGISTERS WAT DEUR 'N WERKGEWER GEHOU MOET WORD

(1) Elke werkgewer moet 'n loonregister hou in die vorm gespesifieer in Aanhangsel G van hierdie Ooreenkoms, waarin die volgende vermeld word:

- (a) Die datums ten opsigte waarvan lone van tyd tot tyd betaal word;
- (b) die bruto lone betaalbaar ten opsigte van elke werknemer;
- (c) besonderhede van alle aftrekkings deur die werkgewer gemaak en die rede vir die aftrekking;
- (d) die netto bedrag aan elke werknemer betaal en die datum van betaling, en hetsy in kontant of per tjek.

(2) Elke werkgewer moet 'n register hou van die ontvangste van die salon, waarin die volgende vermeld word:

- (a) Die datum waarop elke inskrywing betrekking het;
- (b) die naam of identifiserende teken van elke klant wat 'n toiletdiens in die salon ontvang het;
- (c) die aard van die toiletdiens wat namens die salon aan elke klant verskaf is, en die prys daarvan;
- (d) die naam van die persoon wat namens die salon 'n toiletdiens aan elke klant verskaf het;
- (e) die bedrag wat deur die salon gevra is vir goedere verkoop aan elke klant wat 'n toiletdiens in die salon ontvang het.

(3) Elke werkgewer moet 'n bywoningsregister verskaf vir elke werknemer in die vorm gespesifieer in Aanhangsel F, en moet in daardie register die naam en beroep van elke werknemer aanteken.

(4) Elke werknemer moet in die bywoningsregister die volgende gegewens aanteken:

- (a) Sy handtekening;
- (b) hoe laat hy begin werk het;
- (c) die begin- en ophoutyd van elke etenspouse of van die diensvrye dag in plaas van 'n etenspouse;
- (d) hoe laat hy op die dag opgehou het om te werk,

en dit is die plig van die werkgewer om te verseker dat die register korrek deur elke werknemer ingeval is. Indien 'n werknemer versuim, weier of nalaat om die register in te vul, moet die raad binne 14 dae skriftelik van die feit deur die werkgewer in kennis gestel word.

(5) Indien 'n werknemer nie kan lees of skryf nie, kan die werkgewer namens hom die nodige inskrywings in die bywoningsregister maak of onderteken.

(6) Elke inskrywing in elke register wat 'n werkgewer ingevolge hierdie klousule moet byhou, moet—

- (a) in ink of balpuntpen wees en nie in potlood nie;
- (b) in alle wesenlike opsigte akkuraat wees.

(7) Elke register wat 'n werkgewer ingevolge hierdie klousule moet byhou, moet—

- (a) te alle tye in die salon gehou word en moet onverwyld op versoek beskikbaar wees vir 'n aangewese agent van die raad.
- (b) deur die werkgewer bewaar word vir 'n tydperk van drie jaar vanaf die datum van die laaste inskrywing daarin.

14. WERKURE

(1) Die werkure van 'n werknemer in die nywerheid mag nie 45 uur per week oorskry nie.

(2) Alle werkure, behalwe etenspouses, moet aaneenlopend wees.

(3) 'n Werknemer mag nie verplig of toegelaat word om langer as nege uur per dag te werk nie.

(4) Die werkure op elke dag is onderworpe aan die volgende reëls:

- (a) Elke werknemer is geregtig op minstens een uur vir 'n maaltyd tussen 11:00 en 14:00;
- (b) 'n werknemer mag nie verplig of toegelaat word om vir 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van 15 minute nie;
- (c) tydperke van werk wat deur 'n pouse van minder as 15 minute onderbreek word, word geag aaneenlopend te wees;
- (d) in plaas van etenspouses elke dag, mag 'n werkgewer en werknemer ten tye van indiensneming ooreenkome dat die werknemer 'n diensvrye dag per week toegestaan sal word. Indien die diensvrye dag op 'n openbare vakansiedag val, verbeur die werknemer dit, maar indien die diensvrye dag nie op 'n openbare vakansiedag val nie, het die werknemer die voordeel daarvan;
- (e) geen ooreenkoms soos bedoel in paragraaf (d) mag eensydig deur enige van die partye verander word nie, en dit mag nie van tyd tot tyd verander word om enige van die partye se giere te pas nie.

(5) 'n Leerlinghaarkapper is geregtig op dieselfde vrye tyd as 'n vakleerling vir goedgekeurde doeleindes, en vir dieselfde doeleindes.

(6) 'n Werknemer, uitgesonderd 'n werknemer in diens ingevolge 'n kommissieooreenkoms, kan verplig of toegelaat word om op nie meer nie as drie dae per week oortyd te werk en vir hoogstens vyf uur per week. Betaling vir oortyd moet wees teen die koers van tyd en 'n half vir die ure wat gewerk is, bereken op die manier soos voorgeskryf by klousule 12 (1).

15. OPENBARE VAKANSIEDAE, SONDAE, EN JAARLIKSE EN ANDER VERLOF

(1) Elke werknemer is geregtig op volle besoldiging op alle openbare vakansiedae. 'n Werkewer kan met 'n werknemer ooreenkom dat die werknemer op 'n openbare vakansiedag sal werk, maar hetsy die werknemer op die openbare vakansiedag werk al dan nie, is geheel en al vrywillig aan die kant van die werknemer, en geen werkewer mag 'n werknemer verplig om op 'n openbare vakansiedag te werk nie. Indien 'n werknemer op 'n openbare vakansiedag werk, moet daardie werknemer betaal word teen die koers van tyd en 'n half vir die ure gwerk. 'n Werkewer wat op 'n openbare vakansiedag werk, is benewens sodanige lone bereken op die wyse voorgeskryf by klousule 12 (12), en benewens 'n diensvrye dag waarop die werknemer geregtig is ingevolge klousule 14 (4) (d) of enige ander bepaling van hierdie Ooreenkoms of die WOM, geregtig op een dag verlof binne die volgende sewe besigheidsdae wat volg op die openbare vakansiedag.

(2) Elke werknemer uitgesonderd 'n los werknemer is daarop geregtig om nie op 'n Sondag te werk nie, en werk op Sondaes kan nie deel van die gewone werkure van 'n werknemer gemaak word nie. 'n Werkewer kan met 'n werknemer ooreenkom dat die werknemer 'n redelike aantal Sondaes in die jaar sal werk. In die geval van 'n disput tussen 'n werkewer en 'n werknemer wat betrek die redelikheid van die aantal Sondaes, of hetsy die werknemer op 'n bepaalde Sondag moet werk, kan die aangeleentheid na die raad verwys word vir 'n beslissing oor die redelikheid daarvan. Indien 'n werknemer op 'n Sondag werk, moet die werknemer betaal word teen die koers van tyd en 'n half vir die ure gwerk. Enige werknemer wat op 'n Sondag werk, is benewens die lone voorgeskryf by klousule 12 (12), en enige diensvrye dag waarop die werknemer geregtig is, ingevolge klousule 14 (4) (d) of enige ander bepaling van hierdie Ooreenkoms of die WOM, geregtig op 'n diensvrye dag in die volgende week.

(3) Elke werknemer uitgesonderd 'n los werknemer is na elke jaar diens by dieselfde werkewer geregtig op drie weke verlof met volle besoldiging. Die drie weke moet 18 werkdae insluit. Wanneer 'n openbare vakansiedag binne die verloftydperk val, moet dit by hierdie tydperk gevoeg word.

(4) 'n Werkewer wat vir 'n aaneenlopende tydperk van vyf jaar by dieselfde salon, maar nie noodwendig by dieselfde werkewer nie, in diens is, is by voltooiing van die vyfde jaar geregtig op 24 werkdae verlof met volle besoldiging. Dit mag nie meer as vier Saterdae insluit nie, tensy onderling anders daaroor ooreengekom. 'n Werkewer wat deur 'n werkewer ontslaan is gedurende die drie maande voor die voltooiing van vyf jaar aaneenlopende diens, en wat binne 30 dae na die voltooiing van die vyfjaartydperk weer in diens geneem is, is geregtig op die verlof van 24 dae waarvoor daar voorsiening gemaak word.

(5) Jaarlikse verlof raak verskuldig op die eerste werkdag na die voltooiing van elke jaar diens. 'n Jaar diens ten opsigte waarvan 'n werknemer geregtig is op jaarlikse verlof, is diens vir 12 maande altesam, bereken vanaf die dag van indiensneming vanaf die datum waarop die werknemer se laaste jaarlikse verlof verskuldig geword het.

(6) 'n Werkewer en werknemer kan te eniger tyd voordat jaarlikse verlof verskuldig word, ooreenkom dit dit op 'n spesifieke tyd deur die werknemer geneem word, nie meer as ses maande na dit verskuldig geword het. By gebrek aan 'n ooreenkoms begin die jaarlikse verlof op die dag waarop dit ingevolge subklousule (5) verskuldig raak.

(7) Indien die werknemer nie jaarlikse verlof geneem het nie binne ses maande nadat dit ingevolge subklousule (6) verskuldig geraak het, moet die werkewer—

- (a) die werknemer verplig om dadelik verlof te neem; en
- (b) die werknemer onverwyd die verlofbesoldiging waarop hy geregtig is, betaal, en dit aan die raad oorbetaal indien die werknemer weier om verlof te neem,

en die werkewer mag nie die werknemer toelaat om die neem van verlof verder uit te stel nie.

(8) Wanneer die werknemer verlof neem, moet die werkewer die werknemer onmiddellik voor die verlof die verlofbesoldiging betaal waarop die werknemer geregtig is.

(9) Enige verlofbesoldiging wat aan die raad betaal word namens 'n werknemer moet deur die raad bewaar word totdat dit deur die persoon wat daarop geregtig is, opgeëis word. Indien dit nie binne een jaar vanaf die datum waarop dit aan die raad betaal is, deur die persoon wat daarop geregtig is opgeëis word nie, val dit aan die algemene fondse van die raad toe. Indien die werknemer daarna die geld waarop hy geregtig is, van die raad opeis, kan die raad die geld of 'n gedeelte daarvan aan die werknemer uitbetaal, maar hy is nie verplig om dit te doen nie.

(10) In geval van 'n werknemer se dood, moet alle verlofbesoldiging wat hom toegeval het op daardie tydstip, in die werknemer se boedel inbetaal word.

(11) Wanneer 'n werknemer se diens beëindig word voor die voltooiing van een jaar diens, is die werknemer geregtig op een sewentiente van die weeklikse loon wat hy ontvang het toe sy diens beëindig is ten opsigte van elke voltooide week diens. 'n Werkewer is nie geregtig op enige verlofbesoldiging nie indien hy minder as vier weke vir die werkewer gwerk het.

(12) Enige tydperk waartydens 'n werknemer op jaarlikse verlof is, of van sy werk afwesig is weens siekte, of van sy werk afwesig is op instruksies of versoek van die werkewer, word geag diens te wees.

(13) 'n Werkewer mag nie 'n werknemer verplig of hom toelaat om gedurende jaarlikse verlof te werk nie.

(14) Jaarlikse verlof mag nie met diensopsegging of siekterverlof saamval nie.

(15) 'n Werkewer moet aan die vader van 'n pasgebore kind drie dae verlof ("vaderskapsverlof") toestaan, wat op die dag van geboorte begin en twee dae daarna eindig. 'n Werkewer moet 'n werknemer gedurende vaderskapsverlof betaal.

(16) 'n Werkgever moet aan 'n werknemer deernisverlof toestaan by die dood van een van die werknemer se primêre bloedverwante, wat begin met die diskresie van die werknemer, maar nie vroeër nie as die dag van die dood en nie later nie as een week na die dag van die dood, en eindig ses werkdae nadat die verlof begin het. 'n Werknemer moet bewys lewer tot die redelike bevrediging van die werkgever betreffende die feit van die dood en die feit dat die oorledene 'n primêre bloedverwant is. Indien 'n dispuit ontstaan betreffende die redelikheid van die bewys wat deur die werknemer in albei opsigte voorgelê is, is die raad die finale arbiter. Vir die doeleindes van hierdie klousule beteken "primêre bloedverwant" 'n eggenoot, kind, ouer, broer of suster.

(17) 'n Werkgever moet aan 'n werknemer deernisverlof van een dag toestaan by die dood van enige bloedverwant wat nie 'n primêre bloedverwant is nie, maar hy hoef nie die werknemer vir die dag vry te betaal nie. 'n Werknemer moet bewys lewer tot die redelike bevrediging van die werkgever betreffend die feit van die dood en die feit dat die oorledene 'n bloedverwant is. Indien 'n dispuit ontstaan betreffende die redelikheid van die bewys wat deur die werknemer in albei opsigte voorgelê is, is die raad die finale arbiter.

16. DIENSBEËINDIGING

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet soos volg kennis gee:

24 uur gedurende die eerste vier weke diens, en daarna ses dae.

(2) 'n Werkgever kan die kontrak te eniger tyd beëindig, behoudens hoofstuk VIII van die Wet op Arbeidsverhoudinge, 1995, deur in plaas van kennis te gee minstens die volgende aan die werknemer te betaal:

- (a) Die dagloon wat die werknemer ten tye van die beëindiging ontvang, in die geval van 'n kennisgewingtydperk van een dag;
- (b) die dagloon wat die werknemer ten tye van die diensbeëindiging ontvang, in die geval van 'n kennisgewingtydperk van ses dae;
- (c) in die geval van 'n haarkapper in Gebied 1, die weekloon bereken ooreenkomstig Deel B van die Loonskedeule vir Gebied 1.

(3) 'n Werknemer kan die kontrak te eniger tyd sonder skriftelike kennisgwing beëindig deur in plaas van kennisgwing aan die werkgever minstens die volgende te betaal of te verbeur:

- (a) die dagloon wat die werknemer ten tye van die beëindiging ontvang, in die geval van 'n kennisgewingtydperk van een werkdag;
- (b) die weekloon wat die werknemer ten tye van die beëindiging ontvang, in die geval van 'n kennisgewingtydperk van ses werkdae;
- (c) in die geval van 'n haarkapper in Gebied 1, die weekloon bereken ooreenkomstig Deel B van die Loonskedeule vir Gebied 1.

(4) Niks in subklousules (1) tot (3) raak die volgende nie:

- (a) Die reg van 'n werkgever of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgwing te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur aan albei kante en wat langer is as dié wat in subklousule (1) beskryf word;
- (c) die werking van enige verbeurings of boetes wat regtens van toepassing is ten opsigte van 'n werknemer wat dros;
- (d) die reg van 'n werknemer om te beweer dat hy onbillik ontslaan is.

(5) 'n Werkgever mag nie die dienste van 'n werknemer beëindig gedurende die werknemer se afwesigheid van sy werk weens siekte waarvoor hy nie persoonlik verantwoordelik is nie, maar—

- (a) die werkgever moet binne drie werkdae vanaf die aanvang van sodanige siekte daarvan in kennis gestel word;
- (b) 'n mediese sertifikaat wat die rede vir die afwesigheid verduidelik, moet aan die werkgever gegee word wanneer die werknemer sy werk hervat;
- (c) die tydperk van afwesigheid van werk mag nie 14 dae oorskry nie.

(6) 'n Kennisgewingtydperk mag nie saamval nie met, of kennis mag ook nie gegee word nie gedurende, 'n werknemer se afwesigheid met jaarlikse verlof, siekterverlof of kraamverlof.

(7) Behalwe waar die diens van 'n werknemer deur 'n werkgever beëindig word op grond van diensverlating, moet 'n werkgever by diensbeëindiging aan 'n werknemer 'n dienssertifikaat uitrek wat die volgende vermeld:

- (a) Die volle name van die werkgever en werknemer;
- (b) die hoedanigheid waarin die werknemer in diens was;
- (c) die datum van diensaanvaarding en die datum van diensbeëindiging.

17. UITGAWES VAN DIE RAAD, LEDEGELED AAN DIE WERKGEWERSORGANISASIE EN DIE VAKBOND

- (1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever die aftrekings maak van die verdienste van elke werknemer wat in die toepaslike kolom van die Bydraeskedule hierby aangetoon word.
- (2) By die totale bedrag afgetrek ingevolge subklousule (1), moet die werkgever die volgende voeg:
- Die basiese salonkoste per salon besit of bedryf deur 'n werkgever getoon op die Bydraeskedule;
 - die bydrae betaalbaar deur die werkgever per werknemer getoon in die toepaslike kolom van die Bydraeskedule.
- (3) Indien 'n werkgever aftrekings ingevolge subklousule (1) moet maak en die bedrae gespesifiseer ingevolge subklousule (2) moet byvoeg, en die totale bedrag minder is as die totale minimum koste gespesifiseer in die Bydraeskedule, moet die werkgever die totale minimum koste betaal.
- (4) 'n Werkgever moet die totale bedrag verskuldig ingevolge subklousules (1) en (2) of (3), nie later nie as die vasgestelde dag aan die raad betaal, in die vorm gespesifiseer in Aanhangsel A.
- (5) Ondanks die feit dat die raad aan 'n werkgever 'n pro forma-Aanhangsel A kan uitreik wat deur die raad ingeval is volgens die inligting in sy besit, rus die onus op die werkgever om te verseker dat die inligting daarin vervat, korrek is en is elke werkgever verplig om sodanige wysigings aan die pro forma-Aanhangsel A aan te bring as wat nodig mag wees om die akkuraatheid daarvan te verseker.
- (6) Elke werkgever wat 'n lid van die vakbond in diens het, moet van die loon van daardie werknemer die bedrag van die ledegeld en heffings betaalbaar aan die vakbonde aftrek en daardie ledegeld en heffings maandeliks aan die raad stuur teen nie later nie as die vasgestelde dag, in die vorm gespesifiseer in Aanhangsel A.
- (7) Elke werkgever wat lid is van die werkgewersorganisasie moet nie later nie as die vasgestelde dag die maandelikse ledegeld en heffings wat deur die organisasie gevra word, betaal in die vorm gespesifiseer in Aanhangsel A.
- (8) Alle geld wat volgens hierdie Ooreenkoms aan die raad gestuur moet word, moet per hand afgelewer word by Edwardstraat 15, Roodepoort, 1724, of per vooruitbetaalde pos na Posbus 1963, Roodepoort, 1725. In die geval van 'n geldsending per pos, word die Poskantoor geag die agent van die sender te wees. Die raad kan van tyd tot tyd sy adres verander deur te dien effekte aan elke werkgever kennis te gee.
- (9) Die onus rus op enige persoon wat ingevolge hierdie Ooreenkoms geld aan die raad moet stuur om ontvangs daarvan deur die raad te bewys.
- (10) Indien enige bedrag wat ingevolge hierdie klousule of ingevolge enige ander bepaling van hierdie Ooreenkoms betaalbaar raak, nie ten volle deur die raad ontvang is teen die vasgestelde dag nie, is die werkgever aanspreeklik vir die betaling van 'n boete bereken teen 10 persent van die onbetaalde bedrag is.
- (11) Vir die doeleindes van hierdie klousule beteken die vasgestelde dag die 7de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrag geëis is of betaalbaar is.
- (12) Alle bedrae wat deur die raad ontvang word ten opsigte van sertifikate om haarkappery te bedryf, is deel van die fondse van die raad en kan deur die raad aangewend word om die uitgawes van die raad te bestry.
- (13) In die geval van weekliks betaalde werknemers, moet die weeklikse bydraes bereken word teen die koers van drie dertiendes van die maandelikse bydrae.
- (14) Die raad het die reg om BTW by te voeg by enige bedrag in die Bydraeskedule wat BTW aantrek ingevolge die Wet op Belasting op Toegevoegde Waarde.

BYDRAESKEDULE

[Klousules 17 (1), (2) en (3)]

SKEDULE VAN BYDRAES VAN SAHCA, VAKBOND, RAAD, SIEKTEBESOLDIGINGSFONDS- EN HCI-VOORSORGFONDS-BYDRAES VIR GEBIED 1, WAT BETEKEN DIE LANDDROSDISTRIKTE BENONI, BOKSBURG, BRAKPAN, GERMISTON, JOHANNESBURG, KRUGERSDORP, RANDBURG, RANDFONTEIN, ROODEPOORT EN SPRINGS

(Van krag met ingang vanaf die datum van inwerkingtreding van die Ooreenkoms)

Kategorie	Ledegeld	Beddingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkgever en werknemer)
		Werkgever	Werknemer	Werkgever	Werknemer	
Salonne:						
Meestersledegeld:						
(S. Gauteng).....	R65,00					
(Noordwes).....	R60,00					
Basiese salonheffing		R16,75				
Totale minimum heffing		R33,30				
ITB-ledegeld	R32,78 R45,89	(salonne met minstens een geregistreerde vakleerling) (salonne sonder geregistreerde vakleerling)				

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkewer en werknemer)
		Werkewer	Werknemer	Werkewer	Werknemer	
Haarkappers: Werkende werkewer	Vakbond NVT NVT	—	—	R31,50 R31,50	NVT NVT	
Nie-werkende werkewer.....						
Gelisensieerde haarkappers: Gedurende eerste jaar: Oop haarkappery	R25,00	R 3,75	R11,05	R 7,50	R15,00	R37,00 elk
Daarna Oop haarkappery	R25,00	R 3,75	R11,05	R10,50	R21,00	R51,00 elk
Haarkappers: Slegs Afro.....	R25,00	R 3,75	R11,05	R 6,00	R12,00	R30,00 elk
Vakleerlinge, minderjariges, opleidelinge: Vakleerling—voor voltooiing van Module 1	R12,00	R 1,80	R 4,25	R 4,00	R 8,00	R20,00 elk
Vakleerling Module 1	R12,00	R 1,80	R 4,25	R 4,15	R 8,30	R21,00 elk
Vakleerling Module 2.....	R12,00	R 1,80	R 4,25	R 4,40	R 8,80	R22,00 elk
Vakleerling Module 3.....	R12,00	R 2,50	R 4,25	R 4,65	R 9,30	R23,00 elk
Vakleerling Module 4.....	R12,00	R 2,50	R 4,25	R 4,90	R 9,80	R25,00 elk
Vakleerling Module 5.....	R12,00	R 2,50	R 6,15	R 5,15	R10,30	R26,00 elk
Vakleerling Module 6.....	R12,00	R 2,50	R 6,15	R 5,40	R10,80	R27,00 elk
Manikuriste en skoonheidskundiges Eerste jaar ondervinding	R19,00	R 2,50	R 6,15	R 4,25	R 8,50	R21,00 elk
Daarna	R19,00	R 3,75	R 9,20	R 7,48	R14,95	R36,00 elk
Ontvangspersoon/Telefoniste.....	R19,00	R 3,75	R 9,20	R 7,15	R14,30	R35,00 elk
Operateurs	R13,00	R 1,80	R 4,25	R 6,25	R12,50	R30,00 elk
Algemene assistente.....	R 7,00	R 1,80	R 4,25	R 3,93	R 7,85	R19,00 elk
Los werknemers.....	NVT	R 2,50	R 2,55	NVT	NVT	NVT
Deeltydse werknemers.....	R25,00	R 6,40	R 7,30	R 7,00	R14,00	R35,00 elk

BYDRAESKEDULE**[Klousules 17 (1), (2) en (3)]**

**SKEDULE VAN BYDRAES VAN SAHCA, VAKBOND, RAAD, SIEKTEBESOLDIGINGSFONDS- EN HCI-VOORSORGFONDS-
BYDRAES VIR GEBIED 2 (UITGESONDERD KLERKSDORP), WAT BETEKEN DIE LANDDROSDISTRIK VEREENIGING
(Van krag met ingang vanaf die datum van inwerkingtreding van die Ooreenkoms)**

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkewer en werknemer)
		Werkewer	Werknemer	Werkewer	Werknemer	
Salonne: Meestersledegeld: (Vereeniging)	Meesters R65,00					
Basiese salonheffing		R16,75				
Totale minimum heffing		R33,30				
ITB-ledegeld	R32,78 R45,89	(salonne met minstens een geregistreerde vakleerling) (salonne sonder geregistreerde vakleerlinge)				
Haarkappers: Werkende werkewer	Vakbond NVT NVT	—	—	R25,13 R25,13	NVT NVT	
Nie-werkende werkewer.....						
Gelisensieerde haarkappers: Gedurende eerste jaar: Oop haarkappery	R25,00	R 3,75	R11,05	R 6,28	R12,55	R31,00 elk
Daarna Oop haarkappery	R25,00	R 3,75	R11,05	R 8,38	R16,75	R41,00 elk

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkgewer en werknemer)
		Werkgewer	Werknemer	Werkgewer	Werknemer	
Haarkappers: Slegs Afro.....	R25,00	R 3,75	R11,05	R 5,80	R11,60	R28,00 elk
Vakkleerlinge, minderjariges, opleidelinge:						
Vakkleerling—voor voltooiing van Module 1	R12,00	R 1,80	R 4,25	R 3,58	R 7,15	R18,00 elk
Vakkleerling Module 1.....	R12,00	R 1,80	R 4,25	R 3,73	R 7,45	R19,00 elk
Vakkleerling Module 2.....	R12,00	R 1,80	R 4,25	R 3,98	R 7,95	R20,00 elk
Vakkleerling Module 3.....	R12,00	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 elk
Vakkleerling Module 4.....	R12,00	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 elk
Vakkleerling Module 5.....	R12,00	R 2,50	R 6,15	R 4,73	R 9,45	R24,00 elk
Vakkleerling Module 6.....	R12,00	R 2,50	R 6,15	R 4,98	R 9,95	R25,00 elk
Manikuriste en skoonheidskundiges:						
Eerste jaar ondervinding	R19,00	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 elk
Daarna	R19,00	R 3,75	R 9,20	R 5,80	R11,60	R29,00 elk
Ontvangspersoon/Telefonis.....	R19,00	R 3,75	R 9,20	R 5,75	R11,50	R28,00 elk
Operateurs	R13,00	R 1,80	R 4,25	R 5,40	R10,80	R26,00 elk
Algemene assistente.....	R 7,00	R 1,80	R 4,25	R 2,93	R 5,85	R14,00 elk
Los werknemers.....	NVT	R 2,50	R 2,55	NVT	NVT	NVT
Deeltydse werknemers.....	R21,00	R 6,40	R 7,30	R 5,59	R11,17	R28,00 elk

BYDRAESKEDULE

[Klousules 17 (1), (2) en (3)]

**SKEDULE VAN BYDRAES AAN SAHCA, VAKBOND, RAAD, SIEKTEBESOLDIGINGSFONDS- EN HCI-VOORSORG-
FONDSBYDRAES VIR GEBIED 2, WAT BETEKEN DYE LANDDROSDISTRIK KLERKS DORP**

(Van krag met ingang vanaf die datum van inwerkingtreding van die Ooreenkoms)

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkgewer en werknemer)
		Werkgewer	Werknemer	Werkgewer	Werknemer	
Salonne: Meestersledegeld: (S. Gauteng).....	Meesters R50,00					
(Noordwes).....	R52,00					
Basiese salonheffing		R16,75				
Totale minimum heffing		R33,30				
ITB-ledegeld.....	R32,78 R45,89	(salonne met minstens een geregistreerde vakkleerling) (salonne sonder geregistreerde vakkleerlinge)				
Haarkappers: Werkende werkgewer	Vakbond NVT			R25,13	NVT	
Niewerkende werkgewer	NVT			R25,13	NVT	
Gelisensieerde haarkappers: Gedurende eerste jaar: Oop haarkappery	R19,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 elk
Daarna Oop haarkappery	R19,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 elk
Haarkappers: QBE.....	R19,50	R 3,75	R11,05	R 5,80	R11,60	R28,00 elk

Kategorie	Ledegeld	Bedingingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkewer en werknemer)
		Werkewer	Werknemer	Werkewer	Werknemer	
Vakleerlinge, mindejariges, opleidelinge:						
Vakleerling—voor voltooiing van Module 1	R10,50	R 1,80	R 4,25	R 3,58	R 7,15	R18,00 elk
Vakleerling Module 1	R10,50	R 1,80	R 4,25	R 3,73	R 7,45	R19,00 elk
Vakleerling Module 2	R10,50	R 1,80	R 4,25	R 3,98	R 7,95	R20,00 elk
Vakleerling Module 3	R10,50	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 elk
Vakleerling Module 4	R10,50	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 elk
Vakleerling Module 5	R10,50	R 2,50	R 6,15	R 4,73	R 9,45	R24,00 elk
Vakleerling Module 6	R10,50	R 2,50	R 6,15	R 4,98	R 9,95	R25,00 elk
Manikuriste en skoonheidskundiges:						
Eerste jaar ondervinding	R13,50	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 elk
Daarna	R13,50	R 3,75	R 9,20	R 5,80	R11,60	R29,00 elk
Ontvangspersoon/Telefonis	R13,50	R 3,75	R 9,20	R 5,75	R11,50	R28,00 elk
Operateurs	R10,50	R 1,80	R 4,25	R 5,40	R10,80	R26,00 elk
Algemene assistente	R 7,25	R 1,80	R 4,25	R 2,93	R 5,85	R14,00 elk
Los werknemers	NVT	R 2,50	R 2,55	NVT	NVT	NVT
Deeltydse werknemers	R19,50	R 6,40	R 7,30	R 5,59	R11,17	R28,00 elk

BYDRAESKEDULE

[Klousules 17 (1), (2) en (3)]

**SKEDULE VAN BYDRAES VAN SAHCA, VAKBOND, RAAD, SIEKTEBESOLDIGINGSFONDS- EN HCI-VOORSORG-
FONDSBYDRAES VIR GEBIED 3, WAT BETEKEN DIE LANDDROSDISTRIK OOS-LONDEN**
(Van krag met ingang vanaf die datum van inwerkingtreding van die Ooreenkoms)

Kategorie	Ledegeld	Bedingingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkewer en werknemer)
		Werkewer	Werknemer	Werkewer	Werknemer	
Salonne:						
Meestersledegeld:	Meesters R35,00					
Totale minimum heffing	R30,25					
ITB-ledegeld	R28,50					
Haarkappers:						
Werkende werkewer	Vakbond NVT	—	—	R25,13	NVT	
Niewerkende werkewer	NVT	—	—	R25,13	NVT	
Gelisensieerde haarkappers:						
Gedurende eerste jaar:						
Oop haarkappery	R19,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 elk
Daarna						
Oop haarkappery	R19,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 elk
Vakleerlinge:						
Vakleerling—voor voltooiing van Module 1	R 8,80	R 1,80	R 4,25	R 3,58	R 7,15	R17,00 elk
Vakleerling Module 1	R 8,80	R 1,80	R 4,25	R 3,73	R 7,45	R18,00 elk
Vakleerling Module 2	R 8,80	R 1,80	R 4,25	R 3,98	R 7,95	R19,00 elk
Vakleerling Module 3	R 8,80	R 2,50	R 4,25	R 4,23	R 8,45	R21,00 elk
Vakleerling Module 4	R 8,80	R 2,50	R 4,25	R 4,48	R 8,95	R22,00 elk
Vakleerling Module 5	R 8,80	R 2,50	R 6,15	R 4,73	R 9,45	R23,00 elk
Vakleerling Module 6	R 8,80	R 2,50	R 6,15	R 4,98	R 9,95	R24,00 elk
Manikuriste en skoonheidskundiges:						
Eerste jaar ondervinding	R 8,80	R 1,80	R 4,25	R 6,08	R12,16	R30,00 elk
Daarna	R 8,80	R 3,75	R 9,20	R 7,26	R14,52	R35,00 elk
Ontvangspersoon/Telefonis	R 8,80	R 3,75	R 9,20	R 7,26	R14,52	R35,00 elk

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkgewer en werknemer)
		Werkgewer	Werknemer	Werkgewer	Werknemer	
Operateurs	R 1,80	R 1,80	R 4,25	R 4,00	R 8,00	R19,00 elk
Algemene assistente.....	R 6,60	R 1,80	R 4,25	R 3,58	R 7,15	R17,00 elk
Los werknemers.....	NVT	R 2,50	R 2,55	NVT	NVT	NVT
Deeltydse werknemers.....	R11,00	R 6,40	R 7,30	R 4,50	R 9,00	R22,00 elk

BYDRAEBYLAE

[Klousules 17 (1), (2) en (3)]

**BYLAE VAN BYDRAES VAN SAHCA, VAKBOND, RAAD, SIEKTEBESOLDIGINGSFONDS- EN HCI-VOORSORGFONDS-
BYDRAES VIR GEBIED 4, WAT BETEKEN DIE LANDDROSDISTRIKTE PORT ELIZABETH EN UITENHAGE**

(Van krag met ingang vanaf die datum van inwerkingtreding van die Ooreenkoms)

Kategorie	Ledegeld	Bedingsraad		Siektebesoldigingsfonds		Voorsorgfonds (gelyke bydraes deur werkgewer en werknemer)
		Werkgewer	Werknemer	Werkgewer	Werknemer	
Salonne:						
Meestersledegeld	Meesters R25,00					
Totale minimum heffing	R32,78					
ITB-ledegeld	R45,89					
Haarkappers:	Vakbond					
Werkende werkgewer	NVT	—	—	R14,50	NVT	
Nie-werkende werkgewer	NVT	—	—	R14,50	NVT	
Gelisensieerde haarkappers:						
Gedurende eerste jaar:						
Oop haarkappery	R 7,50	R 3,75	R11,05	R 6,28	R12,55	R31,00 elk
Daarna						
Oop haarkappery	R 7,50	R 3,75	R11,05	R 8,38	R16,75	R41,00 elk
Vakleerlinge, minderjariges, opleidelinge:						
Vakleerling—voor voltooiing van Module 1	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R18,00 elk
Vakleerling Module 1.....	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R19,00 elk
Vakleerling Module 2.....	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R20,00 elk
Vakleerling Module 3.....	R 7,50	R 2,50	R 4,25	R 2,45	R 4,90	R21,00 elk
Vakleerling Module 4.....	R 7,50	R 2,50	R 4,25	R 2,45	R 4,90	R22,00 elk
Vakleerling Module 5.....	R 7,50	R 2,50	R 6,15	R 3,15	R 6,30	R24,00 elk
Vakleerling Module 6.....	R 7,50	R 2,50	R 6,15	R 3,15	R 6,30	R25,00 elk
Manikuriste en skoonheidskundiges						
Eerste jaar ondervinding	R13,50	R 2,50	R 6,15	R 3,28	R 6,55	R16,00 elk
Daarna	R13,50	R 3,75	R 9,20	R 5,80	R11,60	R29,00 elk
Ontvangspersoon/Telefonis.....	R 7,50	R 3,75	R 9,20	R 4,50	R 9,00	R35,00 elk
Operateurs	R 7,50	R 1,80	R 4,25	R 3,35	R 6,70	R19,00 elk
Algemene assistente.....	R 7,50	R 1,80	R 4,25	R 1,95	R 3,90	R17,00 elk
Los werknemers.....	NVT	R 2,50	R 2,55	NVT	NVT	NVT
Deeltydse werknemers.....	R 7,50	R 6,40	R 7,30	R 6,50	R13,00	R25,00 elk

18. VERBOD OP PRIVAAT WERK

'n Werknemer mag nie, behalwe met die vooraf skriftelike toestemming van die werkgewer, enige haarkapperswerk teen vergoeding verrig nie, behalwe in die loop en op die gebied van sy diens en kan ontslaan word na 'n verhoor vir 'n oortreding van hierdie reël. Verder moet 'n werknemer wat hierdie reël oortree, aan die werkgewer die bedrag wat hy as gevolg van hierdie oortreding ontvang het, betaal.

19. UITLEG VAN DIE OOREENKOMS

Die raad is die liggaam verantwoordelik vir die administrasie van hierdie Ooreenkoms en kan sonder afbreuk aan artikel 24 (1) van die Wet beslissings maak wat nie strydig daarmee of met die Ooreenkoms is nie, en met die regsuitleg daarvan, vir die leiding van werkgewers en werknemers. Die raad en sy beampies sal geen aanspreeklikheid hoegenaamd oploop nie—

- (a) spruitend uit enige vertoë gerig betreffende praktyk, prosedure of die reg;
- (b) vir enige sodanige beslissings en/of uitleg wat daarna feitlik en regtens foutief bevind is.

20. PROSEDURE VIR GESKILLE

(1) Behoudens artikel 127 van die Wet, moet enige geskil wat in die nywerheid ontstaan en wat, ingevolge die Wet, na 'n raad verwys moet word, hanteer word ingevolge die prosedure uiteengesit in klousules 15 tot en met 31 van die raad se konstitusie, soos uiteengesit in Aanhangsel H hiervan, ter wille van volledigheid.

(2) Behoudens artikel 127 van die Wet, is die geskiloplossingsprosedure waarvoor daar in Aanhangsel H voorsiening gemaak is, van toepassing op enige geskil wat die uitleg of toepassing van hierdie Kollektiewe Ooreenkoms betrek, en enige ander kollektiewe ooreenkoms gesluit in die bedingsraad.

(3) Behoudens die bepalings van artikel 51 (2) van die Wet, is die bepalings van hierdie klousule van toepassing op sowel persone vir wie die Kollektiewe Ooreenkoms bindend is ingevolge artikel 31 van die Wet, as dié vir wie hierdie Ooreenkoms bindend is ingevolge artikel 32 van die Wet.

21. ADMINISTRASIE VAN HIERDIE OOREENKOMS

(1) Die raad kan van tyd tot tyd die vorms bepaal wat deur werkgewers en/of werknemers ingeval moet word ten einde nakoming van die bepalings van hierdie Ooreenkoms te vergemaklik.

- (2) Die raad is geregtig om na sy uitsluitlike en absolute goeddunke enige bedrag aan te wend—
 - (a) wat ontvang is van 'n werkewer of 'n werknemer; of
 - (b) wat 'n werkewer of werknemer geregtig is om van die raad en/of HairMed en/of die Siektebesoldigingsfonds en/of die hci-Voorsorgfonds te ontvang;

vir die betaling van enige skuld of bedrag wat die werkewer of werknemer aan die raad skuld of aan enige van die Fondse ondanks die feit dat die werkewer of werknemer dit vir enige ander doel toegewys het.

(3) Elke werkewer moet 'n leesbare opsomming van die bepalings van hierdie Ooreenkoms in die salon beskikbaar stel en dit moet geredelik toeganklik gemaak word vir alle werknemers.

(4) Indien enige bepaling in hierdie Ooreenkoms ongeldig is of buite die bevoegdhede van die partye of die raad val, voor of na die sluiting van hierdie Ooreenkoms, raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in sodanige geval die Ooreenkoms uitmaak.

(5) Elke werkewer moet aan 'n werknemer wat 'n verteenwoordiger of plaasvervanger in die raad is, alle redelike geriewe verskaf om pligte uit te voer in verband met die werk van die raad.

(6) Wanneer 'n bepaling van hierdie Ooreenkoms van iemand vereis of hom magtig om skriftelike kennisgewing aan die raad te gee, kan sodanige skriftelike kennisgewing aan die raad gepos word, maar die Poskantoor word vir alle doeleindes geag die agent te wees van die persoon wat die kennisgewing stuur en die raad is nie verantwoordelik vir die nie-ontvangs van die kennisgewing nie. Die kennisgewing kan ook deur middel van elektroniese oorsending gestuur word.

22. VERSKAFFING VAN UITRUSTING

(1) Dit is die plig van die werkewer om vir die gebruik van elke haarkapper alle gereedskap en uitrusting te verskaf wat nodig is vir die uitvoering van haarkappersdienste, behalwe—

- (a) kruiluitrusting;
- (b) skêre;
- (c) kamme;
- (d) handdroërs;
- (e) knippers;
- (f) skeermesse;
- (g) setknippies;
- (h) rollers;
- (i) borsels;
- (j) beskermende klere;
- (k) nekborsels.

(2) In gevalle waar die werkewer 'n kleurskema vir die beskermende klere ingevoer het wat by die kleurskema van die salon pas, moet hy die beskermende klere verskaf, maar hoef hy nie meer as twee kledingstukke aan elke werknemer in 'n tydperk van 12 maande te verskaf nie.

23. VRYSTELLINGS

(1) Behoudens die bepalings van die Wet, kan die raad vrystelling van enige bepaling van hierdie Ooreenkoms verleen op die wyse en in die mate uiteengesit in klosule 32 van die raad se konstitusie, wat geriefshalwe in Aanhangsel I hiervan uiteengesit is.

(2) Daar word hierby 'n onafhanklike liggaam ingestel wat as die Vrystellingsraad bekend sal staan om vrystellings aan nie-partye te verleen en om so gou moontlik die voorwaardes vir sodanige vrystellings van die bepalings van die kollektiewe ooreenkoms te bepaal. Die lede van genoemde liggaam sal van tyd tot tyd deur die raad aangestel word en moet uit minstens vyf en hoogstens sewe persone bestaan uit die volgende twee kategorieë:

(a) Minstens drie lede uit Kategorie A, wat uit die volgende bestaan:

- (i) 'n Algemene sekretaris of sekretaris van 'n beddingsraad wat nie die algemene sekretaris of sekretaris van hierdie raad is nie;
- (ii) 'n voormalige algemene sekretaris, sekretaris of agent van 'n beddingsraad of nywerheidsraad;
- (iii) 'n persoon wat voorheen in 'n nywerheids- of beddingsraad gedien het en nie meer daarin dien nie;
- (iv) 'n dienende lid van 'n beddingsraad wat nie hierdie raad is nie;
- (v) 'n lid of voormalige lid van die Nywerheidshof, en 'n persoon wat as regter of waarnemende regter van die Arbeidshof gedien het;
- (vi) 'n persoon wat as prokureur of advokaat tot die praktyk toegelaat is, hetsy daardie persoon werklik in praktyk is al dan nie, uitgesonderd enige sodanige persoon wat deur of namens hierdie raad in diens geneem is of daarin dien;
- (vii) 'n persoon wat op grond van sy ondervinding of opleiding deur die raad geag word 'n gesikte en gepaste persoon te wees, uitgesonderd 'n persoon wat deur of namens hierdie raad in diens geneem is of daarin dien.

(b) Minstens twee lede uit Kategorie B, wat bestaan uit 'n inrigting wat die Minister by kennisgewing in die Staatskoerant gelys het ingevolge artikel 207 (6) van die Wet.

(c) Indien 'n persoon van beide kategorieë versuim, weier of nalaat om 'n vergadering van die Vrystellingsraad by te woon, waarvan 10 dae skriftelike kennis aan daardie persoon deur die sekretaris van die raad gegee is, kan die vergadering van die Vrystellingsraad in die afwesigheid van so 'n persoon voortgaan en enige besluit wat geneem word, sal geldig en bindend wees asof dit deur die volle Vrystellingsraad geneem is.

(d) In gevalle van dringendheid kan die sekretaris van die raad per telefoon aan die persone wat uit beide kategorieë gekies is 24 uur kennis gee met vermelding van die gronde vir die dringendheid. In sodanige gevalle kan die lede van die Vrystellingsraad telefonies 'n besluit neem.

(3) Die kriteria wat deur die Vrystellingsraad toegepas gaan word wanneer hy aansoek om vrystelling oorweeg, moet dié wees vervat in klosule 32.5 van die konstitusie van die raad, wat geriefshalwe in Aanhangsel I hiervan uiteengesit is.

(4) Wanneer die raad of Vrystellingsraad vrystelling verleen, moet hy die volgende spesifiseer:

- (a) Die voorwaardes waarkragtens die vrystelling verleen word;
- (b) die tydperk waarvoor die vrystelling geld;
- (c) die omstandighede waaronder dit ingetrek kan word, indien enige.

(5) Die raad kan enige vrystelling deur hom verleen onder die omstandighede veroorloof ingevolge subklosule (4), intrek na kennisgewing van een week aan die persoon in wie se guns dit geld. Die Vrystellingsraad kan die raad magtig om enige vrystelling wat deur die Vrystellingsraad verleen is onder die omstandighede deur hom veroorloof ingevolge subklosule (4), intrek by sodanige kennisgewing as wat die Vrystellingsraad redelik ag aan die persoon in wie se guns die vrystelling geld.

(6) Die Sekretaris moet aan elke persoon aan wie vrystelling verleen is deur die raad of die Vrystellingsraad, na gelang van die geval, 'n vrystellingsbrief uitrek wat deur hom onderteken is, waarin die volgende uiteengesit word:

- (a) Die volle naam van die persoon wat deur die vrystelling gedek word;
- (b) die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
- (c) die voorwaardes waarkragtens die vrystelling verleen word;
- (d) die tydperk waartydens die vrystelling geld;
- (e) die omstandighede waaronder dit ingetrek kan word, indien enige.

(7) Die sekretaris van die raad moet 'n afskrif van elke vrystellingsbrief bewaar, en moet kennis daarvan gee aan elke persoon wat daardeur geraak word.

24. TOEPASSING VAN KOLLEKTIEWE OOREENKOMSTE

Indien 'n persoon op wie hierdie Ooreenkoms bindend is ingevolge artikels 31 en 32 van die Wet, versuim, nalaat of weier om te voldoen aan 'n bepaling van hierdie of enige ander kollektiewe ooreenkoms wat in die raad aangegaan is, het die raad die reg om dit af te dwing op enige wyse toegelaat deur 'n wet of praktyk goedgekeur deur 'n bevoegde hof, en kan daarbenewens een van of al die volgende regsmiddelle as laaste uitweg gebruik:

- (a) Om enige middele regtens veroorloof te gebruik om nakoming van genoemde ooreenkoms af te dwing; of

- (b) om die nie-nakoming as 'n geskil te behandel binne die betekenis van klousule 20, en die raad is daarop geregtig om dit te verwys vir vasstelling deur arbitrasie ingevolge die raad se konstitusie.

25. SIEKTEBESOLDIGING

(1) Werknemers wat lede van die Siektebesoldigingsfond is, is geregtig op die siektebesoldiging voordele waarvoor daar voorsiening gemaak is in die Siektebesoldigingsfonds, Nywerheidsraad- of Kollektiewe Ooreenkoms, na gelang van watter toepaslik is.

(2) 'n Werknemer wat nie lid van die Siektebesoldigingsfonds is nie of om een of ander rede nie op voordele van genoemde Fonds geregtig is nie, is geregtig op soortgelyke siekterlofvoordele maar ten koste van die werknemer se werkgewer en nie ten koste van die Siektebesoldigingsfonds nie.

(3) Indien 'n werknemer tydens 'n tydperk van jaarlike verlof siek is, is hy nie daarop geregtig om siektebesoldiging te eis vir 'n tydperk van siekte gedurende daardie jaarlike verlof nie.

(4) Geen werkgewer is daarop geregtig om 'n werknemer te verplig om jaarlike verlof te neem tydens 'n tydperk van siekte nie, tensy die jaarlike verlof gereel is voor die aanvang van die siekte van die werknemer.

(5) Vir die doeleindes van hierdie klousule word "siekte" soos volg omskryf:

- (a) Siekte beteken die onvermoë om te werk weens 'n siekte of besering.
- (b) Dit sluit nie siekte of besering veroorsaak deur die werknemer se wangedrag in nie.
- (c) Dit sluit nie 'n besering as gevolg van deelname aan gevaaarlike of beroepsport in nie.
- (d) Dit sluit nie onvermoë om te werk as gevolg van 'n ongeluk of siekte waarvoor vergoeding betaalbaar is ingevolge die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993, in nie, behalwe gedurende 'n tydperk ten opsigte waarvan geen arbeidsongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

Namens die partye op hede die 24ste dag van November 1997 te Roodepoort onderteken.

L. ZERMATEN

Voorsitter van die Raad

F. VAN TONDER

Ondervoorsitter van die Raad

M. S. MAPONYANE

Sekretaris van die Raad

AANHANGSEL A

KLOUSULES 10 (7), 17 (4), 17 (5) EN 17 (7) KOLLEKTIEWE OOREENKOMS: HOOFOOREENKOMS

MAANDELIKSE OPGawe DEUR WERKGEWER

BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (SEMI-NASIONAAL)

POSBUS 1963, ROODEPOORT, 1725

TEL. 760-1685

NAAM VAN SALON.....
ADRES

TEL. No.

Hierdie opgawe moet voor of op die sewende dag van elke maand wat volg op die maand waarvoor hierdie opgawe ingevul is, by die Sekretaris ingedien word.

Opgawe vir die maand

Naam van werkneem er	Geslag	Aanvang	Werk	Vakbond	Bedingsraad		Siektebystandsfonds				Siektebesoldigingsfonds		Voorsorgfonds		Totaal
		Datum	Aard	Lede-geld	Werkgewer	Werknemer	Geen dep.	Groep	Werkgewer	Werknemer	Werkgewer	Werknemer	Werkgewer	Werknemer	
TOTALE															

BASIESE RAADSGELDE

MEESTERSLEDEGELDE

ITB-HEFFING

MINIMUMHEFFINGBALANS

GROOT TOTAAL

AANHANGSEL B

Klousules 6 (1) en (3) van die Kollektiewe Ooreenkoms: HOOFOOREENKOMS

BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF BEDINGINGSRAAD (SEMI-NASIONAAL)**VERKLARING INGEVOLGE KLOUSULE 5 EN 6**

BEANTWOORD ALLE VRAE. ONINGEVULDIS IS NIE AANVAARBAAR NIE. INDIEN DIE ANTWOORD OP 'N VRAAG DIESELFDE IS AS 'N ANTWOORD WAT ALREEDS VERSTREK IS, MOET SLEGS DIE VRAAGNOMMER WAARIN DIE INLITGING GEGEE IS, AANGEHAAL WORD.

AANSOEK OM REGISTRASIE VAN SALON

1. Naam waaronder besigheid bedryf word
- 2.1 Posadres
- 2.2 Poskode
- 3.1 Straatadres waar besigheid bedryf word:
- 3.2 Voorstad Landdrosdistrik
- 4.1 Aard van besigheid (Haarkappersalon, Naelsalon, ander)
- 4.2 Telefoonnummer.....
- 5.1 Naam van kontakpersoon
- 5.2 Tel. (W) (H)
6. Naam van eienaar

Regpersoonlikheid van eienaar (merk die korrekte klassifikasie)

..... Alleenhandelaar Venootskap Maatskappy Beslote Korporasie (BK)

- 6.1 Name en adresse van vennote (indien 'n venootskap), van direkteure (indien 'n maatskappy) en van elke persoon wat 'n beherende belang in die maatskappy het of geag word te hê (indien 'n maatskappy), van lede (in die geval van 'n beslote korporasie). (In die geval van 'n maatskappy, spesifiseer of 'n direkteur of 'n beherende aandeelhouer is):
.....
.....
.....
- 6.2 Naam van boekhouer

Adres van boekhouer

.....

Poskode

Tel. (W) (H)

7. Merk of hierdie:
 - 7.1 slegs 'n verandering van naam van 'n bestaande besigheid is
 - 7.2 'n Bestaande besigheid is wat aangekoop is deur 'n nuwe eienaar. Indien wel, spesifiseer die naam waaronder handel voorheen bedryf is:
.....
en verskaf
Naam van vorige eienaar
 - 7.3 Datum waarop die besigheid oorgeneem is
 - 7.4 'n Nuwe besigheid is. Indien wel, spesifiseer die datum waarop die besigheid begin is.....

8. Besonderhede vir registrasiesertifikaat (merk een in elke groep):

Afro Kaukasiër Beide
 Dames Mans Unisex

9. Besonderhede van persoon wat van dag tot dag in beheer van die verskaffing van toiletdienste in die besigheid is, indien die eienaar nie 'n gekwalificeerde haarkapper is nie:

Naam

Adres

Tel. (W)

(H)

10. Is elke haarkapper wie se naam op die Lys van Werknemers hierna verskyn in besit van 'n sertifikaat vir die bedryf van haarkappery? JA/NEE

Indien NEE, spesifieer die name van diegene wat nie in besit is van 'n sertifikaat nie:

.....

11. Gee besonderhede van elke adres waar haarkappery bedryf word:

- (1)
- (2)
- (3)
- (4)
- (5)

Ek, die ondergenoemde werkewer, gee hierby die versekerings dat die salon(ne) waarop hierdie aansoek betrekking het—

- (1) vir geen ander doel gebruik sal word nie as vir die verskaffing van toiletdienste, tensy sodanige ander gebruikte van die bedryfsinrichting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;
- (2) nie gebruik word as 'n opleidingsinrichting nie behalwe waar daarvoor voorsiening gemaak word in klousule 6 (3) van die Ooreenkomse;
- (3) nie gehuur word deur die aansoeker saam met iemand anders nie behalwe 'n vennoot wat toiletdienste verskaf in dieselfde onderneming as die aansoeker;
- (4) nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoeker saam met iemand anders wie se belang nie dieselfde is as dié van die aansoeker nie.

Ek onderneem voorts om te alle tye te voldoen aan die Hoofooreenkomse.

Geteken ten behoeve van die werkewer deur.....
wat hierby sy tekenmagtig bevestig op hierdie.....dag van.....19.....*Werkewer*

**BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF
(SEMI-NASIONAAL)**

TEL. (011) 760-1685
POSBUS 1963
ROODEPOORT
1725

FAKS (011) 760-1274
EDWARDSTRAAT 15
ROODEPOORT
1724

LYS VAN WERKNEMERS

L.W.: BESONDERHEDE VAN ELKE WERKNEMER VAN DIE WERKGEWER MOET HIERONDER AANGEDUI WORD

Werkgewer

AANHANGSEL C

Klousule 8 (1) Kollektiewe Ooreenkoms: HOOFOOREENKOMS

**BEDINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF
(SEMI-NASIONAAL)****AANSOEK OM SERTIFIKAAT OM HAARKAPPERY TE BEDRYF**

Naam.....

(“die Aansoeker”)

Adresse.....

Telefoon (H)..... (W).....

Naam van salon.....

Adresse.....

Is u 'n gekwalifiseerde Haarkapper? JA/NEE..

Indien JA, gee besonderhede en heg afskrifte van dokumentêre bewyse aan:

Indien NEE, beantwoord die volgende vrae:

Opvoedkundige standaard:.....
(heg dokumentêre bewyse aan)

Naam van werkgewers in die bedryf

Datums van indiensneming

Verskaf besonderhede van alle opleiding wat u by 'n opleidingsinrigting in Haarkappery ontvang het, asook kopieë van enige diplomas verwerf.

Naam van opleidingsinrigting

Datum van bywoning

Ek doen hierby aansoek om 'n sertificaat vir die bedryf van Haarkappery, en verklaar dat die besonderhede hierbo uiteengesit waar en juis is.

Geteken te..... op hede die.....dag van.....19.....

Aansoeker

AANHANGSEL D

Klousules 3 (5), 8 (2) en 8 (4), Kollektiewe Ooreenkoms: HOOFOOREENKOMS

**BEDINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF
(SEMI-NASIONAAL)****SERFITIKAAT OM HAARKAPPERY TE BEDRYF**

Naam van houer.....

Naam van salon.....

Adresse.....

Datum van uitreiking.....

Kode.....

Hierby word gesertifiseer dat die persoon op hierdie sertifikaat genoem, voldoen het aan die bepalings van die Hoofooreenkoms soos gepubliseer ingevolge die Wet op Arbeidsverhoudinge, 1995, en 'n gekwalifiseerde haarkapper is, tensy die Kode as NVT aangegee word, in welke geval die houer die eienaar van 'n salon is en nie 'n gekwalifiseerde haarkapper nie.

Vir en ten behoeve van die raad:

.....
Sekretaris

Hierdie sertifikaat is nie geldig nie tensy die stempel van die Raad daarop voorkom.

AANHANGSEL E

Klusule 11 (5), Kollektiewe Ooreenkoms: HOOFOOREENKOMS

BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (SEMI-NASIONAAL)

KOMMISSIE-OOREENKOMS

Kommissie-ooreenkoms tussen:
die werkgever)

.....
(die werknemer)

2. Datum van aanvang van diens.....
2. (1) Kommissiekoers:% (percent)
 - (2) Die werknemer is geregtig op maandelikse kommissie teen die koers uiteengesit op sy bruto ontvangste sodra hy sy loon verdubbel het.
 - (3) Vir die doeleindes van kommissie sluit "ontvangste" nie verkope van haarkappersprodukte in nie.
 - (4) Van die bruto ontvangste van die werknemer in hierdie klousule mag die werkgever **NIE** die koste van enige produkte aftrek wat deur die werknemer gebruik word by die lewering van toiletdienste aan klante nie.
3. (1) Kommissietarief:% (percent)
 - (2) Ten opsigte van die verkoop van haarkappersprodukte is die werknemer geregtig op maandelikse kommissie op totale verkoop deur hom teen die gespesifieerde tarief. Die genoemde verkoop moet bereken word teen die kleinhandelverkoopprys min BTW, bereken volgens die formule:

$$a \times \frac{b}{(b + 100)}$$

waar:

- (a) = kleinhandelverkoopprys insluitende BTW; en
- (b) = BTW-koers

4. Datum in die maand waarop kommissie betaalbaar is:
5. Ooreengekome aantal dae kennis van beëindiging:

Geteken te.....op hede die.....dag van.....19.....

AS GETUIES

1. _____
Werkgever
2. _____
Werknemer

(LET WEL: Die tydperk in 5 hierbo moet minstens ses dae wees.)

AANHANGSEL F
KLOUSULE 13 (3), KOLLEKTIEWE OOREENKOMS: HOOFOOREENKOMS
BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF

BYWONINGSREGISTER

		Naam van werknemer										Beroep van werknemer					
Jaar		Inskrywings wat deur die werknemer gemaak word										Oortollige ure gewerk		Totale getal ure gewerk		Opmerkings (indien daar is)	
Maand		Handtekening	Hoe laat begin werk	Werkpouses						Hoe laat opgehou werk	Van	Tot	Elke dag	Elke week	Deur werknemer	Deur werkgewer, indien werknemer afwesig is. Redes vir sy afwesigheid (moet deur werkgewer getekен word)	Deur aangewese agent
Datum	Dag van die week			Van	Tot	Van	Tot	Van	Tot								
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
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21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31																	

Let wel: Onder die hoofde "Van" en "Tot" in die kolomme wat na "Werkpouses" verwys, skryf in hoe laat die pouse begin en hoe laat die werk hervat word. 'n Werknemer word geag gedurende 'n werkpose by sy werk te wees indien hy nie toegelaat word om die bedryfsinrigting gedurende die hele pouse te verlaat nie.

AANHANGSEL G

[KLOUSULE 13 (1) KOLLEKTIEWE OOREENKOMS: HOOFOOREENKOMS]
BEDINGINGSRAAD VIR HAARKAPPERS- EN KOSMETOLOGIEBEDRYF

LOONREGISTER

BESIGHEID		BEGIN	BELASTINGJAAR	
VAN		DATUM WEG		
VOORNAME		HUWELIKSTATUS		
ID-NOMMER				
WVF-KAART		AFHANKLIKES MEDIESE FONDS		
ADRES				
BELASTING-KODE				

VERLOFREKORDS			
VAN	TOT	DAE	BAL

BESOLDIGING							AFTREKKINGS								
Maand	Basies	Komm.	Verlof-besol.	Toelaag	Afwesig	Bruto salaris	Belasting	WVF	Vakbond	BR	Siekte-bystand	Siekte-besol.	Voorsorg-fonds	Totale aft.	Netto salaris
Maart.....															
April.....															
Mei															
Junie															
Julie.....															
Aug.....															
Sept.....															
Okt.															
Nov.															
Des.															
Jan.															
Feb.															
Totale.....															

IRP5-Sertifikaat No's.

OORTYD GEWERK

Dag van die week	Ure gewerk
Sondag	
Maandag	
Dinsdag	
Woensdag	
Donderdag	
Vrydag	
Saterdag	
Totale oortydure	
Oortyd tarief per uur	
Bedrag verskuldig	

SALARIS

Verdienste	
Bedrag van gewone werk	
Bedrag van oortydwerk	
Enige ander toelaag	
Totaal	
Aftrekkinigs	
LBS	
Kantien	
Lening	
Ander	
Totale netto salaris	

Ek,..... sertificeer dat hierdie inligting korrek is.
 (werkgewer se naam)

Handtekening

Datum

AANHANGSEL H

Klousule 20.1, Kollektiewe Ooreenkoms: HOOFOOREENKOMS

KLOUSULES 15 TOT EN MET 31 VAN DIE RAAD SE KONSTITUSIE**BESLEGTING VAN GESKILLE ONDER BESKERMING VAN DIE RAAD**

[Opmerking: Die geskilbeslegtingsprosedure waarvoor voorsiening gemaak word in klousules 15 tot 31 is nie van toepassing op die uitleg of toepassing van 'n kollektiewe ooreenkoms nie tensy die bepalings van daardie ooreenkoms dit uitdruklik vermeld.]

15. Beslegting van geskille onder beskerming van die raad

15.1 Behalwe soos uiteengesit in klousules 23 tot 25, moet die raad een van sy aangewese agente aanstel om deur middel van versoening—

15.1.1 'n geskil te besleg wat ingevolge klousule 16 na hom verwys is; en

15.1.2 enige ander geskil te besleg wat ingevolge die Wet na hom verwys is.

15.2 Behalwe soos uiteengesit in klousules 23 tot 25, indien 'n geskil onbesleg bly na versoening, moet die raad die geskil arbitreer indien—

15.2.1 die partye by die geskil partye by die raad is; of

15.2.2 die Wet vereis dat daardie geskil aan arbitrasie onderwerp moet word en 'n party by die geskil versoek het dat die geskil deur arbitrasie besleg word; of

15.2.3 al die partye by die geskil toestem tot arbitrasie onder beskerming van die raad.

16. Geskille oor aangeleenthede van onderlinge belang

16.1 Behalwe soos in klousules 23 tot 25 uiteengesit, kan enige party by 'n geskil oor 'n aangeleenthed van onderlinge belang die geskil skriftelik na die raad verwys indien die partye by die geskil—

16.1.1 aan die een kant—

16.1.1.1 een of meer vakbonde is;

16.1.1.2 een of meer werkernemers is; of

16.1.1.3 een of meer vakbonde en een of meer werkernemers is; en

16.1.2 aan die ander kant—

16.1.2.1 een of meer werkgewersorganisasies is;

16.1.2.2 een of meer werkgewers is; of

16.1.2.3 een of meer werkgewersorganisasies en een of meer werkgewers is.

16.2 Die party wat die geskil na die raad verwys, moet die raad oortuig dat 'n afskrif van die verwysing aan al die ander partye by die geskil beteken is.

16.3 'n Werknemer kan die kontrak te eniger tyd sonder skriftelike kennis beëindig deur in plaas van kennisgewing aan die werkewer minstens die volgende te betaal of aan hom te verbeur—

16.3.1 die dagloon wat die werknemer ten tye van die beëindiging ontvang, in die geval van 'n kennisgewingtydperk van een dag;

16.3.2 die weekloon wat die werknemer ten tye van die beëindiging ontvang, in die geval van 'n kennisgewingtydperk van ses dae.

16.4 Niks in klousules 16.1 en 16.3 raak die volgende nie:

16.4.1 Die reg van 'n werkewer of 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te verbreek;

16.4.2 'n skriftelike ooreenkoms tussen 'n werkewer en werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan beide kante en langer as wat by klousule 16.1 voorgeskryf word;

16.4.3 die werking van verbeurings of strawwe wat regtens toepaslik kan wees ten opsigte van 'n werknemer wat dros;

16.4.4 die reg van 'n werknemer om te beweer dat hy of sy onregverdig ontslaan is.

16.5 'n Werkewer mag nie die dienste van 'n werknemer beëindig tydens die werknemer se afwesigheid van werk as gevolg van siekte waarvoor die werknemer nie persoonlik verantwoordelik is nie, maar—

16.5.1 die werkewer moes binne drie werkdae na die aanvang van die siekte in kennis gestel gewees het;

16.5.2 'n mediese sertifikaat wat die rede vir die afwesigheid vermeld, moet aan die werkewer gegee word by hervatting van diens; en

16.5.3 die tydperk van afwesigheid van werk mag nie 14 dae oorskry nie.

16.6 'n Kennisgewingtydperk mag nie saamval met, of gegee word gedurende, afwesigheid met jaarlikse verlof, siekterverlof of kraamverlof nie.

16.7 Behalwe waar die diens van 'n werknemer deur 'n werkewer beëindig word op grond van diensverlating, moet 'n werkewer 'n dienssertifikaat aan 'n werknemer uitrek wat die volgende toon:

- 16.7.1 Die volle name van die werkewer en werknemer;
- 16.7.2 die hoedanigheid waarin die werknemer in diens was;
- 16.7.3 die datum van diensaanvaarding en diensbeëindiging.

17. Beslegting van geskille deur versoening

17.1 Behalwe soos uiteengesit in klousules 23 tot 25, wanneer 'n geskil na die raad verwys is, moet die raad een van sy aangewese agente aanstel wat moet poog om dit deur versoening te besleg.

17.2 Die aangestelde aangewese agent moet poog om die geskil binne 30 dae na die datum wat die raad di verwysing ontvang het, deur versoening te besleg, maar die partye kan ooreenkomm om die 30-daetydperk te verleng.

17.3 Die aangewese agent moet 'n proses bepaal waardeur gepoog sal word om die geskil te besleg, wat kan insluit—

- 17.3.1 die bemiddeling van die geskil;
 - 17.3.2 die inwin van feite; en
 - 17.3.3 die doen van 'n aanbeveling aan die partye, wat die vorm van 'n adviserende arbitrasietoegekennig kan aanneem.
- 17.4 In die versoeningsvrrigtinge kan 'n party by die geskil persoonlik verskyn of verteenwoordig word slegs deur 'n medewerknemer of deur 'n lid, 'n ampsdraer of beample van daardie party se vakbond of werkewersorganisasie en, indien die party 'n regspersoon is, deur 'n direkteur of 'n werknemer.
- 17.5 Aan die einde van die 30-daetydperk of enige verdere tydperk waaroor tussen die partye ooreengekom is, moet—
- 17.5.1 die aangewese agent 'n sertifikaat uitrek waarin verklaar word of die geskil besleg is al dan nie;
 - 17.5.2 die raad 'n afskrif van daardie sertifikaat laat beteken aan elke party by die geskil of die persoon wat die party by die versoeningsvrrigtinge verteenwoordig het; en
 - 17.5.3 die aangewese agent die oorspronklike van daardie sertifikaat by die raad laat indien.

18. Aanstelling van arbiter om die geskil deur arbitrasie te besleg

18.1 Behalwe soos uiteengesit in klousules 23 tot 25, indien die Wet vereis dat 'n geskil deur arbitrasie besleg word, moet die raad 'n arbiter aanstel om daardie geskil te arbitreer, indien—

- 18.1.1 'n aangewese agent 'n sertifikaat uitgereik het wat verklaar dat die geskil steeds onbesleg is; en
- 18.1.2 enige party by die geskil versoek het dat die geskil deur arbitrasie besleg word.

18.2 'n Arbiter wat ingevolge subklousule (1) aangestel is, kan die aangewese agent wees wat gepoog het om die geskil deur versoening te besleg.

18.3 'n Party by die geskil, wat daarteen beswaar maak dat die arbitrasie gedoen word deur die aangewese agent wat die geskil besleg het, kan 'n beswaar by die raad indien en moet die raad oortuig dat 'n afskrif van die beswaar aan al die ander partye by die geskil beteken is.

18.4 Wanneer die raad 'n beswaar ontvang, moet hy 'n ander arbiter aanstel om die geskil deur arbitrasie te besleg.

- 18.4.1 Die partye by 'n geskil kan die raad versoek om, by die aanstelling van 'n arbiter ingevolge klousule 18.1 of 18.4, hul vermelde voorkeur in ag te neem in die mate wat dit onder al die omstandighede redelikerwys uitvoerbaar is.
- 18.4.2 Die vermelde voorkeur in paragraaf (a) beoog, moet—
 - 18.4.2.1 skriftelik wees;
 - 18.4.2.2 nie meer as vyf arbiters lys nie;
 - 18.4.2.3 verklaar dat die versoek gerig word met die instemming van al die partye by die geskil; en
 - 18.4.2.4 voorgelê word binne 48 uur na die datum van die sertifikaat bedoel in klousule 18.1.1.

19. Aanstelling van senior arbiter om geskil deur arbitrasie te besleg

19.1 Enige partye by 'n geskil kan, onder die omstandighede beoog in klousule 18.1, by die algemene sekretaris aansoek doen om 'n senior arbiter aan te stel om te poog om die geskil deur arbitrasie te besleg.

19.2 By oorweging of die geskil na 'n senior arbiter verwys moet word, moet die algemene sekretaris die party wat die aansoek doen, enige ander party by die geskil en die agent wat gepoog het om die geskil te versoen, aanhoor.

19.3 Die algemene sekretaris kan by die raad aanbeveel dat hy 'n senior arbiter aanstel om die geskil deur arbitrasie te besleg, na oorweging—

- 19.3.1 van die aard van die regsvrae wat uit die geskil na vore kom;
- 19.3.2 die ingewikkeldheid van die geskil;
- 19.3.3 of daar botsende arbitrasietoegekennings is wat ter sake is by die geskil;
- 19.3.4 van die openbare belang.

- 19.4 Die algemene sekretaris moet die partye by die geskil van die raad se besluit in kennis stel, en—
- 19.4.1 indien die aansoek toegestaan is, die huidige voorsitter van IMSSA versoek om 'n senior arbiter aan te stel om die geskil te besleg; of
 - 19.4.2 indien die aansoek geweiier is, die aanstelling van die arbiter wat aanvanklik aangestel is, bekragtig.
- 19.5 Die raad se besluit is final en bindend.
- 19.6 Niemand mag by enige geregshof om hersiening van die raad se besluit aansoek doen alvorens die geskil gearbitreer is nie.
- 20. Algemene bepalings vir arbitrasieverrigtinge**
- 20.1 Die arbiter kan die arbitrasie op so 'n manier doen wat hy as gepas beskou ten einde die geskil billik en spoedig te beslis, maar moet die wesenlike meriete met die mins moontlikeregsformaliteit hanteer.
- 20.2 Onderworpe aan die diskresie van die arbiter wat betref die gepaste vorm vir die verrigtinge, kan 'n party by die geskil getuienis aflê, getuies oproep om te getuig, die getuies van enige ander party ondervra, en afslutingsbetoë tot die arbiter rig.
- 20.3 Indien al die partye daartoe instem, kan die arbiter die arbitrasieverrigtinge opskort en poog om die geskil deur versoening te besleg.
- 20.4 By enige arbitrasieverrigtinge kan 'n party by die geskil persoonlik verskyn of verteenwoordig word slegs deur 'n regspraktisyn, of deur 'n medewerkernemer of deur 'n lid, ampsdraer of beampete van daardie party se vakbond of werkgewersorganisasie en, indien so 'n party 'n regspersoon is, deur 'n direkteur of 'n werknemer.
- 20.5 Indien 'n party by die geskil versuim om óf persoonlik óf deur 'n verteenwoordiger by die arbitrasieverrigtinge teen woordig te wees, en daardie party—
- 20.5.1 die geskil na die raad verwys het, kan die arbiter die aangeleentheid awys;
 - 20.5.2 nie die geskil na die raad verwys het nie, kan die arbiter—
 - 20.5.2.1 voortgaan met die arbitrasieverrigtinge in die afwesigheid van die betrokke party; or
 - 20.5.2.2 die arbitrasieverrigtinge tot 'n latere datum verdaag.
- 20.6 Die arbiter moet enige goeiepraktykskode wat deur NEOAR uitgerek is of riglyne wat deur die raad ooreenkomstig die bepalings van hierdie Wet gepublieer is en wat tersaaklik is by 'n aangeleentheid wat in die arbitrasieverrigtinge oorweeg word, in aanmerking neem.
- 20.7 Binne 14 dae na die afloop van die arbitrasieverrigtinge—
- 20.7.1 moet die arbiter 'n arbitrasietoekenning met bondige redes, wat deur daardie arbiter ondertken is, uitreik;
 - 20.7.2 moet die raad 'n afskrif van daardie toekenning beteken aan elke party by die geskil of die persoon wat 'n party in die arbitrasieverrigtinge verteenwoordig het.
- 20.8 Die algemene sekretaris kan die tydperk waarin die arbitrasietoekenning en redes beteken en ingedien moet word na aanvoering van gegronde redes verleng.
- 20.9 Die arbiter kan enige gepaste arbitrasietoekenning ingevolge die Wet maak, wat insluit, maar nie beperk is nie tot, 'n toekenning—
- 20.9.1 wat aan 'n kollektiewe ooreenkoms uitvoering gee;
 - 20.9.2 wat aan enige bepalings en hoofogmerke van hierdie Wet uitvoering gee;
 - 20.9.3 wat 'n verklarende bevel insluit of in die vorm daarvan is.
- 20.10 Die arbiter mag nie 'n kostebevel in die arbitrasietoekenning insluit nie tensy 'n party, of die persoon wat daardie party in die arbitrasieverrigtinge verteenwoordig het, op beuselagtige of kwelsugtige wyse opgetree het—
- 20.10.1 deur die geskil by die arbitrasieverrigtinge voort te sit of te verdedig; of
 - 20.10.2 in deur die betrokkene se gedrag gedurende die arbitrasieverrigtinge.
- 21. Spesiale bepalings vir arbitrasies oor ontslag om redes wat verband hou met gedrag, geskiktheid of bekwaamheid**
- 21.1 Indien 'n geskil wat gearbitreer word, verband hou met die billikhed van 'n ontslag en 'n party beweer dat die rede vir die ontslag verband hou met die werknemer se gedrag of geskiktheid of bekwaamheid, is die partye, ondanks klousule 20.4 nie geregtig om by die arbitrasieverrigtinge deur 'n regspraktisyn verteenwoordig te word nie tensy:
- 21.1.1 die arbiter en al die ander partye instem; of
 - 21.1.2 die arbiter tot die slotsom kom dat dit onredelik is om van 'n party te verwag om sonder regsvrae verteenwoordiging met die geskil te handel, na inagneming van:
 - 21.1.2.1 die aard van die regsvrae wat in die geskil na vore kom;
 - 21.1.2.2 die ingewikkeldheid van die geskil;
 - 21.1.2.3 die openbare belang; en
 - 21.1.2.4 die vergelykende vermoëns van die opponerende partye of hul verteenwoordigers om die arbitrasie van die geskil te hanteer.

21.2 Indien die arbiter, ingevolge artikel 194 (1) van die Wet, bevind dat die ontslag procedureel onbillik is, kan die arbiter van die werkewer 'n arbitrasiegeld vorder.

22. Beslegting van geskille indien partye instem tot arbitrasie onder beskerming van die raad

22.1 Indien 'n geskil na die versoening steeds onbesleg is, moet die raad die geskil arbitreer indien 'n party by die geskil andersins daarop geregtig sou wees om die geskil vir beregtiging na die Kommissie of die Arbeidshof te verwys en al die partye, in plaas daarvan, ooreenkoms op arbitrasie onder beskerming van die raad.

22.2 Die arbitrasieverrigtinge geskied ooreenkostig die bepalings van klosules 18, 19 en 20, gelees met die veranderinge wat in die konteks nodig is.

22.3 Die arbitrasie-ooreenkoms in klosule 22.1 beoog, mag slegs met die instemming van al die partye by die ooreenkoms beëindig word tensy die ooreenkoms self anders bepaal.

22.4 'n Party by die arbitrasie-ooreenkoms kan te eniger tyd by die Arbeidshof aansoek doen om daardie ooreenkoms te wysig of tersyde te stel, wat die Hof na aanvoering van gegrondre redes kan doen.

22.4.1 Indien 'n party by 'n arbitrasie-ooreenkoms verrigtinge voor die Kommissie of in die Arbeidshof aanhangig maak teen enige ander party by daardie ooreenkoms oor 'n aangeleentheid wat die party ooreengekom het om na arbitrasie te verwys, kan enige party by daardie verrigtinge die Kommissie of die Hof, na gelang van die geval, versoek—

22.4.1.1 om daardie verrigtinge op te skort en die geskil na arbitrasie deur die raad te verwys; of

22.4.1.2 met die instemming van die partye en mits dit doenlik is, om met die verrigtinge voort te gaan met net 'n kommissaris of die Hof wat as arbiter optree, in welke geval die kommissaris of die Hof net 'n bevel mag maak wat ooreenstem met die toekenning wat 'n arbiter wat deur die raad aangestel is, sou kon gemaak het.

22.4.2 Indien die kommissaris of die Hof oortuig is dat daar voldoende rede is om die geskil ooreenkostig die arbitrasie-ooreenkoms na arbitrasie te verwys, kan die kommissaris of die Hof daardie verrigtinge op enige voorwaarde opskort.

23. Geskille tussen die partye by die raad

23.1 Ondanks die bepalings van klosules 15, 16 en 17, indien 'n geskil ontstaan tussen die partye by die raad, wat die partye nie onderling kan skik nie, kan enige party by die geskil te eniger tyd aan die ander party en aan die algemene sekretaris kennis gee dat daar 'n geskil bestaan wat na arbitrasie verwys moet word.

23.2 Die algemene sekretaris, of in sy afwesigheid, die sekretaris, moet dan die Direkteur/Streeksdirekteur, Nywerheidsgeskilbeslegtings van IMSSA, versoek om 'n arbiter aan te stel om die geskil deur arbitrasie te skik, en die algemene bepalings van klosule 20 is op die arbitrasie van toepassing.

24. Geskille wat betrekking het op hierdie konstitusie en die partye by die raad

24.1 Ondanks die bepalings van klosules 15, 16 en 17, indien 'n geskil ontstaan tussen die partye by die raad oor die uitleg of toepassing van hierdie konstitusie moet dit vir vasstelling na arbitrasie verwys word.

24.2 Die algemene sekretaris, of in sy afwesigheid, die sekretaris, moet die Direkteur/Streeksdirekteur, Nywerheidsgeskilbeslegtings van IMSSA, versoek om 'n arbiter aan te stel om die geskil deur arbitrasie te skik, en die algemene bepalings van klosule 20 is op die arbitrasie van toepassing.

25. Geskille kragtens artikel 30 (j) van die Wet

25.1 Ondanks die bepalings van klosules 15, 16 en 17, indien 'n geskil ontstaan tussen 'n geregistreerde vakbond wat 'n party by die raad is, of sy lede, of beide, aan die een kant, en werkgewers wat aan 'n geregistreerde werkgewersorganisasie behoort wat 'n party by die raad is, aan die ander kant, en dit nie deur die raad geskik is nadat drie vergaderings met daardie doel gehou is nie, moet dit vir vasstelling na arbitrasie verwys word.

25.2 Die algemene sekretaris moet dan die Nasionale Direkteur of Streeksdirekteur, Nywerheidsgeskilbeslegting van IMSSA, vra om te help met die aanstelling van 'n geskikte arbiter om die geskil deur arbitrasie te skik, en die algemene bepalings van klosule 20 is op die arbitrasie van toepassing.

26. Bevoegdhede van arbiter wanneer gepoog word om geskille te besleg

26.1 'n Arbiter wat aangestel is om te poog om 'n geskil te besleg, insluitende enige geskil beoog in klosules 23 tot 25, kan—

26.1.1 enige persoon vir ondervraging dagvaar wat in staat mag wees om inligting te verskaf of wie se teenwoordigheid by die versoenings- of arbitrasieverrigtinge kan meewerk om die geskil te besleg;

26.1.2 enige persoon dagvaar wat na vermoede in besit is van of beheer het oor enige boek, dokument of voorwerp wat vir die beslegting van die geskil ter sake is, om voor die arbiter te verskyn om ondervra te word of daardie boek, dokument of voorwerp oor te lê;

26.1.3 'n deskundige oproep en, indien nodig, dagvaar, om voor die kommissaris te verskyn om getuienis af te lê wat vir die beslegting van die geskil ter sake is;

26.1.4 enige persoon wat by die versoenings- of arbitrasieverrigtinge teenwoordig is of wat gedagvaar is of gedagvaar sou kon word vir enige doel in hierdie klosule uiteengesit, oproep om ondervra te word oor 'n aangeleentheid wat by die geskil ter sake is;

- 26.1.5 'n eed oplê aan of 'n bevestiging afneem van 'n persoon wat opgeroep is om getuenis af te lê of ondervra te word;
- 26.1.6 te eniger redelike tyd, maar slegs na verkryging van die nodige skriftelike magtiging—
- 26.1.6.1 enige perseel waarin of waarop 'n boek, dokument of voorwerp wat ter sake is by die beslegting van die geskil, te vinde is of op redelike gronde vermoed word te vinde te wees, binnegaan of betree en inspekteer; en
- 26.1.6.2 enige boek, dokument of voorwerp wat op of in daardie perseel is en wat ter sake is by die beslegting van die geskil, ondersoek of vereis dat dit oorgelê word en daarop beslag lê; en
- 26.1.7 enige van die boeke, dokumente of voorwerpe wat oorgelê is aan, of in beslag geneem is deur, die raad, ondersoek en dit vir 'n redelike typerk behou.
- 26.2 'n Dagvaarding wat vir enige doel ingevolge subklousule (1) uitgereik word, moet deur die algemene sekretaris of, in sy afwesigheid, die sekretaris, onderteken word en moet—
- 26.2.1 die persoon daarin genoem spesifiek aansê om voor die arbiter te verskyn;
- 26.2.2 die boek, dokument of voorwerp wat oorgelê moet word, voldoende identifiseer; en
- 26.2.3 die datum en tyd waarop en die plek waar daardie persoon moet verskyn, vermeld.
- 26.3 Die skriftelike magtiging bedoel in subklousule 26.1.6—
- 26.3.1 indien dit op woonperseel betrekking het, mag net deur 'n regter van die Arbeidshof, met behoorlike inagneming van artikel 13 van die Grondwet, gegee word en dan net op aansoek van die arbiter waarin onder eed of bevestiging die volgende inligting uiteengesit word—
- 26.3.1.1 die aard van die geskil;
- 26.3.1.2 die tersaakklikheid van enige boek, dokument of voorwerp vir die beslegting van die geskil;
- 26.3.1.3 die aanwesigheid van enige boek, dokument of voorwerp op of in daardie perseel; en
- 26.3.1.4 die nodigheid vir die betreding, en om die boek, dokument of voorwerp te ondersoek of daarop beslag te lê; en
- 26.3.2 kan, in alle ander gevalle, deur die algemene sekretaris gegee word.
- 26.4 Die eienaar of bewoner van enige perseel wat 'n arbiter gemagtig is om te betree en te inspekteer, en elke persoon in diens van daardie eienaar of bewoner, moet enige geriewe verskaf wat 'n arbiter benodig om die perseel te betree en om 'n inspeksie of beslaglegging uit te voer.
- 26.5 Die arbiter moet 'n kwitansie uitreik vir enige boek, dokument of voorwerp waarop ingevolge klousule 26.4.
- 26.6 Die reg met betrekking tot privilegie soos van toepassing op 'n getuie wat gedagvaar is om voor 'n gereghof getuenis af te lê of 'n boek, dokument of voorwerp oor te lê, is eweseer van toepassing op die ondervraging van 'n persoon of die oorlê van, of beslaglegging op 'n boek, dokument of voorwerp ingevolge hierdie klousule.
- 26.7 Die raad moet die voorskreve getuiegeld aan elke persoon betaal wat voor 'n arbiter verskyn ter voldoening aan 'n getuiedagvaarding deur die algemene sekretaris uitgereik.
- 27. Uitwerking van arbitrasietoekennings**
- 27.1 'n Arbitrasietoekenning deur 'n arbiter gemaak en uitgereik, is finaal en bindend en kan ingevolge artikel 158 (1) (c) van die Wet 'n bevel van die Arbeidshof gemaak word, tensy dit 'n adviserende arbitrasietoekenning is.
- 27.2 Indien 'n arbitrasietoekenning 'n party gelas om 'n som geld te betaal, verdien die bedrag rente vanaf die datum van die toekenning en teen dieselfde koers as die koers wat van tyd tot tyd ingevolge artikel 2 van die Wet op die Voorgeskrewe Rentekoers, 1975 (Wet No. 55 van 1975), ten opsigte van 'n vonnisskuld voorgeskryf word, tensy die toekenning anders bepaal.
- 28. Wysiging en opheffing van arbitrasietoekennings**
- 'n Arbiter wat 'n arbitrasietoekenning uitgereik het, kan op eie inisiatief of op aansoek van enige geaffekteerde party, 'n arbitrasietoekenning verander of ophef—
- 28.1 wat verkeerdelik aangevra of verkeerdelik gemaak is in die afwesigheid van enige party wat deur daardie toekenning geraak word.
- 28.2 waarin daar 'n dubbelsinnigheid of 'n klaarblyklike fout of weglatting is, maar net in die mate van dié dubbelsinnigheid, fout of weglatting; of
- 28.3 wat gemaak is as gevolg van 'n mistasting gemeen aan al die partye by die verrigtinge.
- 29. Hersiening van arbitrasietoekennings**
- 29.1 'n Party by 'n geskil wat beweer dat daar 'n gebrek is in enige arbitrasieverrigtinge onder beskerming van die raad, kan by die Arbeidshof aansoek doen om 'n bevel wat die arbitrasietoekenning tersyde stel—
- 29.1.1 binne ses weke na die datum waarop die toekenning aan die aansoeker beteken is, tensy korupsie by die vermeende gebrek betrokke is; of
- 29.1.2 indien korupsie by die vermeende gebrek betrokke is, binne ses weke na die datum waarop die aansoeker die korupsie ontdek.

29.2. 'n Gebrek soos in subartikel (1) bedoel, beteken—

29.2.1 dat—

29.2.1.1 die arbiter wangedrag gepleeg het met betrekking tot die pligte van die arbiter as arbiter;

29.2.1.2 die arbiter 'n growwe onreëlmatigheid begaan het by die voer van die arbitrasieverrigtinge; of

29.2.1.3 die arbiter se bevoegdhede oorskry is; of

29.2.2 dat 'n toekenning onbehoorlik verkry is.

29.3 Die Arbeidshof kan die afdwinging van die toekenning hangende sy beslissing opskort.

29.4 Indien die toekenning tersyde geset word, kan die Arbeidshof—

29.4.1 die geskil beslis op die wyse wat hy gepas ag; of

29.4.2 enige bevel uitrek wat hy gepas ag oor die prosedure wat gevvolg moet word ten einde die geskil te besleg.

30. Uitsluiting van die Wet op Arbitrasie

Die Wet op Arbitrasie, 1965 (Wet No. 42 van 1965), is nie op enige arbitrasie onder beskerming van die raad van toepassing nie.

31. Raad kan advies verskaf

31.1 Die raad kan, indien daarom gevra, enige party by 'n geskil adviseer oor die prosedure wat gevvolg moet word vir die besleeting van daardie geskil ingevolge hierdie Wet.

31.2 Die raad kan, in reaksie op 'n versoek om advies, die advies gee wat hy gepas ag.

AANHANGSEL I

Klusule 23.1, Kollektiewe Ooreenikoms: HOOFOOREENKOMS

KLOUSULE 32 VAN DIE RAAD SE KONSTITUSIE

32. Die prosedure vir vrystelling van die raad se kollektiewe ooreenkomste

[*Opmerking:* Die prosedure uiteengesit in klusule 32 is slegs van toepassing op aansoeke om vrystelling deur partye by die raad. Indien die aansoek om vrystelling gedoen is deur 'n persoon wat 'n nie-party is na wie 'n kollektiewe ooreenikoms uitgebrei is deur die Minister ingevolge artikel 32 van die Wet, word dit gereël deur die bepalings van die kollektiewe ooreenikoms en nie deur klusule 32 nie.]

32.1 Die raad moet 'n vrystellingskomitee instel.

32.2 'n Aansoek om vrystelling van enige bepaling van 'n kollektiewe ooreenikoms moet in die eerste instansie gerig word aan die sekretaris of 'n agent van die raad.

32.3 Die sekretaris sal 'n agent van die raad aanstel om die aansoek te ondersoek en enige verdere inligting oor die aansoeker saamstel wat hy of sy nodig of wenslik ag, en sal verseker dat die werknemers wat deur enige voorgestelde vrystelling geraak sal word, deur die aansoeker geraadpleeg is. Die agent sal ook die vlak van kennis bepaal wat die aansoeker en sy of haar werknemers van die raad het, die voordele wat gebied word sowel as die proses van kollektiewe bedinging, en seker maak dat hierdie kennis aan die aansoeker oorgedra word.

32.4 Die aansoek sal dan verwys word na die vrystellingskomitee wat, indien hy dit nodig of wenslik ag, lede met gespesialiseerde kennis vir daardie doel kan koöpteer. Enige spesifieke vertoë van die aansoeker moet terselfdertyd ter tafel gelê word. Die aansoeker moet aangemoedig word om die vrystellingsvergadering persoonlik by te woon om te verseker dat alle tersaaklike inligting oorweeg word, en sodat die komitee die geleentheid kry om enige aangeleentheid waaroor die aansoeker waninge mag wees, aan hom te verduidelik.

32.5 Dit is die plig van die vrystellingskomitee om by oorweging van die aansoek, die volgende in ag te neem:

32.5.1 Die aansoeker se vlak van nakoming van die wetlike vereistes soos ongevalleversekering, BTW, inkomstebelasting, bydraes vir die Werkloosheidsversekeringsfondsbydraes, Streeksdiensterads-bydraes, en heffings van die OOHKD (Onderwys- en Opleidingsraad vir Haarversorg- en Kosmetiekdienste).

32.5.2 die belang van die nywerheid uit die oogpunt van aangeleenthede soos—

gesondheid en veiligheid

opleiding;

produktiwiteit;

werksekerheid;

billike mededinging;

uitbuiting van werknemers;

armoeide en werkloosheid;

belastingglas;

ondermyning van die kollektiewe bedingsproses;

dit wat die grootste nakoming van die kollektiewe ooreenkomste sal aanhelp of ontmoedig;

32.5.3 die belang van die aansoeker met betrekking tot sake soos:

sy of haar finansiële posisie;

kompetisie;

produktiwiteit;

32.5.4 die belang van werknemers in verband met:

werksekerheid;

uitbuiting/handhawing van minimum standaarde;

oordraagbaarheid van voordele;

armoeide en werkloosheid;

kostedoeltreffendheid van voordele;

32.5.5 die belang van nywerheidsbetrekkinge in verband met aangeleenthede soos—

die uitwerking op kollektiewe bedeling;

potensiaal vir arbeidsonrus.

32.5.6 enige voorwaardes wat gestel moet word by die toestaan of weiering van die aansoek om vrystelling.

32.5.7 Uit beginsel geld die volgende:

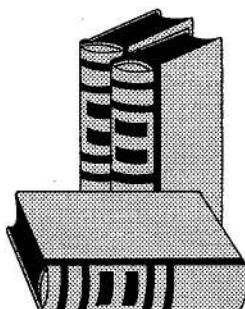
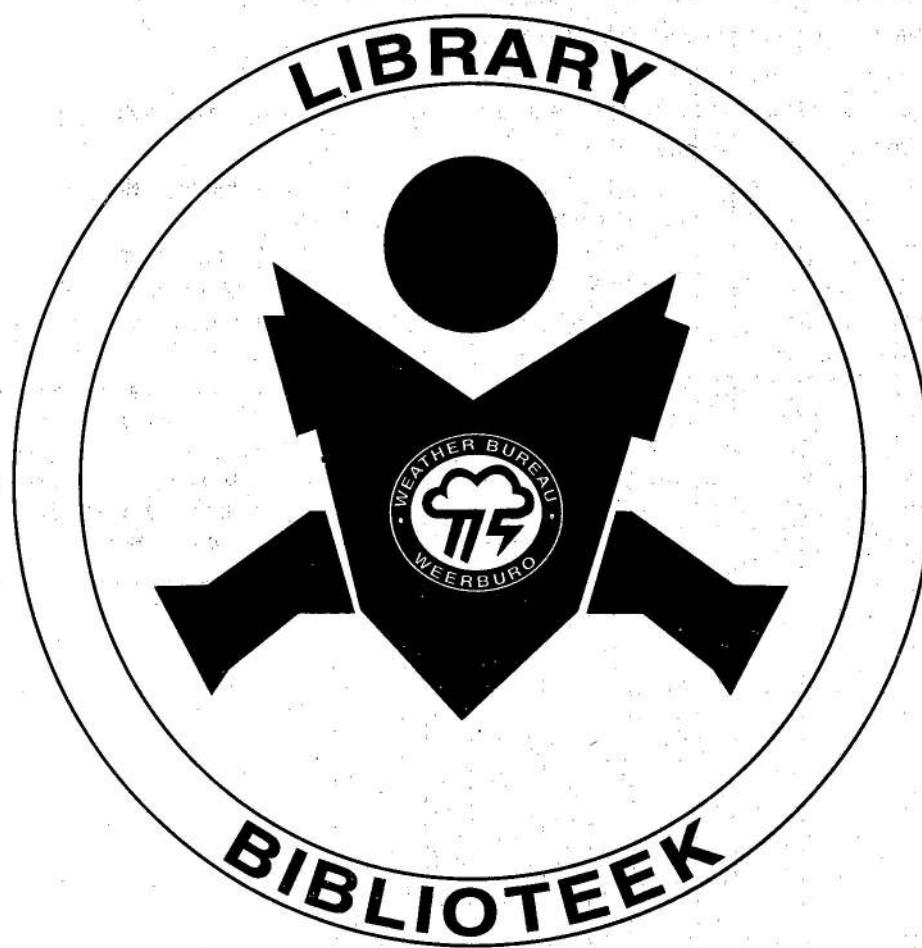
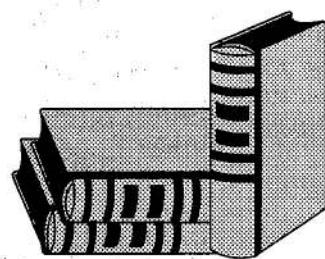
32.5.7.1 Permanente vrystelling moet nie oorweeg word nie, en enige vrystelling moet slegs vir 'n tydperk wees, met gedeeltelike nakoming of nakoming in fases;

32.5.7.2 vrystelling moet nie verleen word nie van die betaling van die raadsheffing waardeur fondse gegenereer word vir die betaling van die uitgawes van die werking van die raad.

32.6 Die vrystellingskomitee moet sy beslissing aan die aansoeker oordra met 'n uiteensetting van sy motivering in die geval van 'n weiering van die aansoek.

32.7 Iemand wat gegrief is oor die beslissing van die vrystellingskomitee kan binne 14 dae na die datum waarop die besluit aan daardie persoon oorgedra is, skriftelik by die raad appèl aanteken. Die appèlkennisgewing moet die beslissing (of deel daarvan) waarteen appèl aangeteken word, en die gronde vir appèl, spesifiseer. Die appellant het die reg om persoonlik oor die appèl aangehoor te word, of indien die appellant 'n regspersoon is, deur 'n direkteur of 'n lid. Geen appellant het die reg op regsverteenvoudiging by appèl nie. By appèl kan die raad die beslissing van die vrystellingskomitee wysig, ter syde stel of bekragtig, en die beslissing van die raad is finaal en bindend.

Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

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