



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID-AFRIKA

*Regulation Gazette*

**No. 7119**

*Regulasiekoerant*

**Vol. 433**

Pretoria, 27 July  
Julie 2001

**No. 22495**



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**PROCLAMATION***by the****Acting President of the Republic of South Africa*****No. R. 38, 2001****AMENDMENT OF SCHEDULE 2 TO THE PUBLIC SERVICE ACT, 1994**

In terms of section 7 (5) (a) (ii) of the Public Service Act, 1994 (promulgated under Proclamation No. 103 of 1994), I hereby amend, at the request of the relevant Premiers, Schedule 2 to the said Act—

- (a) in respect of Free State, by the substitution for the words "Department of Social Welfare" and "Head: Social Welfare", where they appear in columns 1 and 2 of Schedule 2, of the words "Department of Social Development" and "Head: Social Development";
- (b) in respect of KwaZulu-Natal, by the substitution for the words "Department of Traditional Affairs and Local Government" and "Head: Traditional Affairs and Local Government", where they appear in columns 1 and 2 of Schedule 2, of the words "Department of Traditional and Local Government Affairs" and "Head: Traditional and Local Government Affairs"; and
- (c) in respect of Mpumalanga—
  - (i) by the deletion of the words "Department of Economic Affairs, Gaming and Tourism" and "Head: Economic Affairs, Gaming and Tourism", where they appear in columns 1 and 2 of Schedule 2; and
  - (ii) by the substitution for the words "Department of Finance" and "Head: Finance", where they appear in columns 1 and 2 of Schedule 2, of the words "Department of Finance and Economic Affairs" and "Head: Finance and Economic Affairs".

Given under my Hand and Seal of the Republic of South Africa at Pretoria this Thirteenth day of July, Two Thousand and One.

**J. G. ZUMA****Acting President**

By Order of the President-in-Cabinet:

**G. J. FRAZER-MOLEKETI****Minister of the Cabinet****PROKLAMASIE***van die****Waarnemende President van die Republiek van Suid-Afrika*****No. R. 38, 2001****WYSIGING VAN BYLAE 2 BY DIE STAATSDIENSWET, 1994**

Kragtens artikel 7 (5) (a) (ii) van die Staatsdienswet, 1994 (gepromulgeer deur Proklamasie No. 103 van 1994), wysig ek hierby, op versoek van die tersaaklike Premiers, Bylae 2 by vermelde Wet—

- (a) ten opsigte van KwaZulu-Natal, deur die woorde "Departement van Tradisionele Sake en Plaaslike Bestuur" en "Hoof: Tradisionele Sake en Plaaslike Bestuur", waar dit voorkom in kolom 1 en 2 van Bylae 2, met die woorde "Departement van Tradisionele- en Plaaslike Bestuursake" en "Hoof: Tradisionele- en Plaaslike Bestuursake" te vervang;
- (b) ten opsigte van Mpumalanga—
  - (i) deur die woorde "Departement van Ekonomiese Sake, Dobbelaar en Toerisme" en "Hoof: Ekonomiese Sake, Dobbelaar en Toerisme", waar dit voorkom in kolom 1 en 2 van Bylae 2, te skrap en;
  - (ii) deur die woorde "Departement van Finansies" en "Hoof: Finansies", waar dit voorkom in kolom 1 en 2 van Bylae 2, met die woorde "Departement van Finansies en Ekonomiese Sake" en "Hoof: Finansies en Ekonomiese Sake" te vervang; en
- (c) ten opsigte van die Vrystaat, deur die woorde "Departement van Volkswelsyn" en "Hoof: Volkswelsyn", waar dit voorkom in kolom 1 en 2 van Bylae 2, deur die woorde "Departement van Sosiale Ontwikkeling" en "Hoof: Sosiale Ontwikkeling" te vervang.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Dertiende dag van Julie Tweeduisend en Een.

**J. G. ZUMA**

**Waarnemende President**

Op las van die President-in-Kabinet:

**G. J. FRAZER-MOLEKETI**

**Minister van die Kabinet**

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## GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

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### DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

**No. R. 667**

**27 July 2001**

PLANT BREEDERS' RIGHTS ACT, 1976 (ACT No. 15 OF 1976)

#### REGULATIONS RELATING TO PLANT BREEDERS' RIGHTS: AMENDMENT

The Minister of Agriculture, acting under section 44 of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976), has made the regulations set out in the Schedule.

#### SCHEDULE

##### *Definition*

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R.1186 of 12 September 1997, as amended by Government Notices Nos. R. 1582 of 28 November 1997, R. 867 of 3 July 1998, R. 1285 of 16 October 1998, R. 323 of 19 March 1999, R. 604 of 14 May 1999, R. 1271 of 29 October 1999, R. 392 of 20 April 2000, R. 690 of 14 July 2000, R. 1078 of 3 November 2000 and R. 387 of 18 May 2001.

##### *Amendment of Table 1 of the Regulations*

(a) Table 1 of the Regulations is hereby amended by the insertion of the entries in Annexure A in the alphabetically correct positions:

**No. R. 667**

**27 Julie 2001**

WET OP PLANTTELERSREGTE, 1976 (WET No. 15 VAN 1976)

#### REGULASIES BETREFFENDE PLANTTELERSREGTE: WYSIGING

Die Minister van Landbou, handelende kragtens artikel 44 van die Wet op Planttelersregte, 1976 (Wet No. 15 van 1976), het die regulasies in die Bylae uitgevaardig.

#### BYLAE

##### *Woordomskrywing*

1. In hierdie Bylae beteken "die regulasies" die regulasies gepubliseer by Goewermenskennisgewing No. R.1186 van 12 September 1997, soos gewysig deur Goewermenskennisgewings Nos. R. 1582 van 28 November 1997, R. 867 van 3 Julie 1998, R. 1285 van 16 Oktober 1998, R. 323 van 19 Maart 1999, R. 604 van 14 Mei 1999, R. 1271 van 29 Oktober 1999, R. 392 van 20 April 2000, R. 690 van 14 Julie 2000, R. 1078 van 3 November 2000 en R. 387 van 18 Mei 2001.

##### *Wysiging van Tabel 1 van die Regulasies*

(a) Tabel 1 van die Regulasies word hierby gewysig deur die inskrywings in Aanhangsel A in die alfabeties korrekte posisies in te voeg:



## ANNEXURE A / AANHANGSEL A

TABLE 1 / TABEL 1

KINDS OF PLANTS AND PERIODS OF RIGHTS  
SOORTE PLANTE EN TERMYNE VAN REGTE

[Reg, 11; 11(a)]

1		2	3	4
Kind of Plant Soort Plant		Category Kategorie	Period of Plant Breeder's Right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Botanical Name Botaniese Naam	Common Name Gewone Naam			
<i>"Asparagus densiflorus</i> (Kunth) Jessop		A	20	5
<i>Euryops</i> Cass. (All/Alle spp.)	Resin bush, Daisy bush/Harpuisbos	A	20	5
<i>Gelsemium</i> <i>sempervirens</i> (L.) Ait.	Carolina jasmine/ Vals jasmyn	A	20	5
<i>Ocimum basilicum</i> L.	Basil, Sweet basil/ Basiliekruid, Soetbasielkruid	A	20	5
<i>Passiflora alata</i> Dryand.	Winged-stem passionflower/ Vleuelrank granadilla	A	20	5
<i>Passiflora</i> <i>quadrangularis</i> L.	Giant granadilla/ Reuse granadilla	A	20	5
<i>Trifolium alexandrinum</i> L.	Berseem clover, Egyptian clover/ Berseemklawer, Egiptiese klawer	A	20	5".

No. R. 678

27 July 2001

**LIQUOR PRODUCTS ACT, 1989****(ACT No. 60 OF 1989)****REGULATIONS: AMENDMENT**

The Minister of Agriculture has, under section 27 of the Liquor Products Act, 1989 (Act No. 60 of 1989), made the regulations in the Schedule.

**SCHEDULE****Definition**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1433 of 29 June 1990, as amended by Government Notices Nos. R. 838 of 19 April 1991, R. 2841 of 29 November 1991, R. 2079 of 24 July 1992, R. 2593 of 11 September 1992, R. 2791 of 2 October 1992, R. 3152 of 20 November 1992, R. 1376 of 30 July 1993, R. 2350 of 10 December 1993, R. 356 of 25 February 1994, R. 636 of 8 April 1994, R. 1022 of 27 May 1994, R. 2242 of 23 December 1994, R. 394 of 17 March 1995, R. 1695 of 3 November 1995, R. 1876 of 8 December 1995, R. 501 of 29 March 1996, R. 1038 of 8 August 1997, R. 1141 of 29 August 1997, R. 833 of 26 June 1998, R. 1078 of 28 August 1998, R. 24 of 8 January 1999, R. 70 of 22 January 1999, R. 672 of 28 May 1999, R. 951 of 6 August 1999, R. 21 of 19 January 2001, and R. 349 of 20 April 2001.

**Amendment of regulation 40 of Regulations**

2. Regulation 40 of the Regulations is hereby amended –
- (a) by the substitution for subparagraph (ii) of subregulation (3)(b) of the following subparagraph:  
“(ii) the prescribed fees”; and
  - (b) by the substitution in subregulation (5)(a) for the expression “the fee specified in item 2 of Table 11” of the expression “the prescribed fees”.

**Amendment of regulation 43 of Regulations**

3. Regulation 43 of the Regulations is hereby amended by the substitution in subregulation (2)(c) for the expression “the fee specified in item 3 of Table 11” of the expression “the prescribed fees”.

**Amendment of regulation 44 of Regulations**

4. Regulation 44 of the Regulations is hereby amended by the substitution for the expression “The fee specified in item 3 of Table 11” of the expression “The prescribed fees”.

**Substitution of regulation 46 of Regulations**

5. The following regulation is hereby substituted for regulation 46 of the Regulations:

**“Certificates of Analysis [16(2);27(1)(a)]**

46. (1) A certificate of analysis in respect of a product shall not be required in the event of an application for an import certificate –
- (a) under the circumstances contemplated in regulations 43(4) or 45(1)(b); or

(b) that is accompanied by an acceptable certificate of analysis, which -

(i) has been issued in the country of origin of the product concerned by a competent authority recognised by the administering officer for this purpose; and

(ii) contains such particulars as are necessary to enable the administering officer to ascertain whether the product concerned complies with the requirements of the Act and these regulations.

(2) An application for a certificate of analysis shall be accompanied by the prescribed fee."

#### **Amendment of regulation 48 of Regulations**

6. Regulation 48 of the Regulations is hereby amended by the substitution in subparagraph (ii) of subregulation (2)(b) for the expression "the applicable fee specified in item 5 of Table 11" of the expression "the prescribed fees".

#### **Amendment of regulation 49 of Regulations**

7. Regulation 49 of the Regulations is hereby amended by the substitution in subparagraph (ii) of subregulation (2)(b) for the expression "the fee specified in item 2 of Table 11" of the expression "the prescribed fees".

#### **Amendment of regulation 51 of Regulations**

8. Regulation 51 of the Regulations is hereby amended by the substitution in subregulation (2)(c) for the expression "the applicable fee specified in item 7 of Table 11" of the expression "the prescribed fees".



**Amendment of regulation 55 of Regulations**

9. Regulation 55 of the Regulations is hereby amended –

- (a) by the substitution in subregulation (1)(b) for the expression “the fee specified in item 8 of Table 11” of the expression “the prescribed fees”; and
- (b) by the substitution in subregulation (2)(a) for the expression “The fee specified in item 9 of Table 11” of the expression “The prescribed fees”.

**Amendment of regulation 58 of Regulations**

10. Regulation 58 of the Regulations is hereby amended by the substitution in subregulation (1)(f) for the expression “the fee specified in item 10 of Table 11” of the expression “the prescribed fees”.

**Deletion of Table 11 of Regulations**

11. Table 11 of the Regulations is hereby deleted.

No. R. 678

27 Julie 2001

**WET OP DRANKPRODUKTE, 1989****(WET No. 60 VAN 1989)****REGULASIES : WYSIGING**

Die Minister van Landbou het kragtens artikel 27 van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), die regulasies in die Bylae uitgevaardig.

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermenskennisgewing No. R. 1433 van 29 Junie 1990, soos gewysig by Goewermenskennisgewings Nos. R. 838 van 19 April 1991, R. 2841 van 29 November 1991, R. 2079 van 24 Julie 1992, R. 2593 van 11 September 1992, R. 2791 van 2 Oktober 1992, R. 3152 van 20 November 1992, R. 1376 van 30 Julie 1993, R. 2350 van 10 Desember 1993, R. 356 van 25 Februarie 1994, R. 636 van 8 April 1994, R. 1022 van 27 Mei 1994, R. 2242 van 23 Desember 1994, R. 394 van 17 Maart 1995, R. 1695 van 3 November 1995, R. 1876 van 8 Desember 1995, R. 501 van 29 Maart 1996, R. 1038 van 8 Augustus 1997, R. 1141 van 29 Augustus 1997, R. 833 van 26 Junie 1998, R. 1078 van 28 Augustus 1998, R. 24 van 8 Januarie 1999, R. 70 van 22 Januarie 1999, R. 672 van 28 Mei 1999, R. 951 van 6 Augustus 1999, R. 21 van 19 Januarie 2001 en R. 349 van 20 April 2001.

**Wysiging van regulasie 40 van Regulasies****2. Regulasie 40 van die Regulasies word hierby gewysig –**

- a) deur subparagraaf (ii) van subregulasie (3)(b) deur die volgende subparagraaf te vervang:  
“die voorgeskrewe gelde”; en
- b) deur die uitdrukking “die geld in item 2 van Tabel 11 vermeld” in subregulasie (5)(a) deur die uitdrukking “die voorgeskrewe geld” te vervang.

**Wysiging van regulasie 43 van Regulasies**

3. Regulasie 43 van die Regulasies word hierby gewysig deur die uitdrukking “die geld in item 3 van Tabel 11 vermeld” in subregulasie (2)(c) deur die uitdrukking “die voorgeskrewe geld” te vervang.

**Wysiging van regulasie 44 van Regulasies**

4. Regulasie 44 van die Regulasies word hierby gewysig deur die uitdrukking “Die geld in item 3 van Tabel 11 vermeld” deur die uitdrukking “Die voorgeskrewe geld” te vervang.

**Vervanging van regulasie 46 van Regulasies**

5. Regulasie 46 van die Regulasies word hierby deur die volgende regulasie vervang:

**“Ontledingsertifikaat [16(2); 17(1)(a)]**

46. (1) 'n Ontledingertifikaat word nie ten opsigte van 'n produk vereis nie wanneer 'n aansoek om 'n invoersertifikaat –
  - (a) onder die omstandighede in regulasie 43(4) of 45(1)(b) beoog;  
of

- (b) van 'n aanvaarbare ontledingssertifikaat vergesel gaan, wat –
  - (i) in die land van herkoms van die betrokke produk uitgereik is deur 'n bevoegde gesag wat vir die doel deur die beherende amptenaar erken word; en
  - (ii) sodanige besonderhede bevat as wat nodig is om die beherende amptenaar in staat te stel om te bepaal of die betrokke produk aan die vereistes van die Wet en hierdie regulasies voldoen.
- (2) 'n Aansoek om 'n ontledingssertifikaat moet van die voorgeskrewe geld vergesel gaan."

#### **Wysiging van regulasie 48 van Regulasies**

- 6. Regulasie 48 van die Regulasies word hierby gewysig deur die uitdrukking "die toepaslike geld in item 5 van Tabel 11 vermeld" in subparagraaf (ii) van subregulasie (2)(b) deur die uitdrukking "die voorgeskrewe geld" te vervang.

#### **Wysiging van regulasie 49 van Regulasies**

- 7. Regulasie 49 van die Regulasies word hierby gewysig deur die uitdrukking "die geld in item 2 van Tabel 11 vermeld" in subparagraaf (ii) van subregulasie (2)(b) deur die uitdrukking "die voorgeskrewe geld" te vervang.

#### **Wysiging van regulasie 51 van Regulasies**

- 8. Regulasie 51 van die Regulasies word hierby gewysig deur die uitdrukking "die toepaslike geld in item 7 van Tabel 11 vermeld" in subregulasie (2)(c) deur die uitdrukking "die voorgeskrewe geld" te vervang.

#### **Wysiging van regulasie 55 van Regulasies**



9. Regulasie 55 van die Regulasies word hierby gewysig –
- a) deur die uitdrukking “die geld in item 8 van Tabel 11 vermeld” in subregulasie (1)(b) deur die uitdrukking “die voorgeskrewe gelde” te vervang; en
  - b) deur die uitdrukking “Die geld in item 9 van Tabel 11 vermeld,” in subregulasie (2)(a) deur die uitdrukking “Die voorgeskrewe geld” te vervang.

#### **Wysiging van regulasie 58 van Regulasies**

10. Regulasie 58 van die Regulasies word hierby gewysig deur die uitdrukking “die geld in item 10 van Tabel 11 vermeld” in subregulasie (1)(f) deur die uitdrukking “die voorgeskrewe geld” te vervang.

#### **Skrapping van Tabel 11 van Regulasies**

11. Tabel 11 van die Regulasies word hierby geskrap.

**DEPARTMENT OF HEALTH  
DEPARTEMENT VAN GESONDHEID**

No. R. 691

27 July 2001

**FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)****REGULATIONS RELATING TO ADDITIVES FOR USE IN FOOD IN GENERAL IN  
ACCORDANCE WITH GOOD MANUFACTURING PRACTICE**

The Minister of Health intends, in terms of section 15(1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), to make the regulations in this Schedule.

Interested persons are invited to submit any substantiated comments or representations on the proposed regulations to the Director-General of Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Food Control), within three months of the date of publication of this notice.

**SCHEDULE**

**Definitions**

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

**"Codex food standard"** is a standard for a foodstuff as contained in the Codex Alimentarius, drawn up in the format as set out by the Codex Alimentarius;

**"food additive"** means any substance not normally consumed as a food by itself and not normally used as a typical ingredient of the food, whether or not it has nutritive value, the intentional addition of which to food for a technological (including organoleptic) purpose in the manufacture, processing, preparation, treatment, packing, packaging, transport or holding of such food result, or may be reasonably expected to result, (directly or indirectly), in it or its by-products becoming a component of or otherwise affecting the characteristics of such foods. The term does not include contaminants or substances added to food for maintaining or improving nutritional qualities;

**"food ingredient"** means any substance, excluding a food additive, used in the manufacture or preparation of a food and present in the final product although possibly in a modified form;

**"Good manufacturing practice (GMP)"** means that no maximum level of permitted food additive in the corresponding food is specified, but the food additive may be used at a level not higher than is necessary to achieve the intended purpose and provided that such use does not mislead the consumer;

**"International Numbering System"** means the numbering system developed and agreed upon by the Codex Committee on Food Additives and Contaminants, with the purpose of providing an international numerical system for identifying food additives in ingredient lists as an alternative to the declaration of the specific name, which is often lengthy and has a complex chemical structure;

**"the Act"** means the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).

### **Good Manufacturing Practice**

2. All food additives subject to the provisions of these regulations shall be used under conditions of good manufacturing practice, which will include the following:
  - (a) The quantity of the food additive added to food shall be limited to the lowest possible level, as determined by the manufacturer, necessary to conform to standards as set by the manufacturer;
  - (b) the quantity of the food additive that becomes a component of food as a result of its use in the manufacturing, processing or packaging of a food and which is not intended to accomplish any physical, or other technical effect in the food itself, shall be reduced to as low a level as practically possible; and
  - (c) the food additive is prepared and handled in the same way as a food ingredient.

3. No food additive mentioned in these regulations may constitute more than 15% of the mass of any foodstuff of which it is a food additive.
4. The food additives listed in Annex A may be used in food in general unless otherwise specified in a regulation under the Act, in a Codex Food Standard or any of the food categories or individual food items listed in Annex B.

#### Commencement

5. These regulations shall come into effect three months after the date of final publication.

#### ANNEX A

Food additive	International Numbering System No.
Acetic acid	260
Acetic and Fatty Acid Esters of Glycerol	472a
Acetylated Distarch Adipate	1422
Acetylated Distarch Phosphate	1414
Acid Treated Starch	1401
Agar	406
Alginic Acid	400
Alkaline Treated Starch	1402
Alpha-Amylase ( <i>Aspergillus oryzae</i> var)	1100
Alpha-Amylase ( <i>Bacillus megaterium</i> expressed in <i>Bacillus Subtilis</i> )	1100
Alpha-Amylase ( <i>Bacillus stearothermophilus</i> expressed in <i>B. Subtilis</i> )	1100
Alpha-Amylase ( <i>Bacillus stearothermophilus</i> )	1100
Alpha-Amylase ( <i>Bacillus Subtilis</i> )	1100
Alpha-Amylase (Carbohydrase) ( <i>Bacillus lichentiformis</i> )	1100
Aluminium Silicate	559
Ammonium Acetate	264
Ammonium Alginate	403
Ammonium Carbonate	503(i)
Ammonium Chloride	510



Ammonium Citrate	380
Ammonium Hydrogen Carbonate	503(ii)
Ammonium Hydroxide	527
Ammonium Lactate	328
Ascorbic Acid	300
Beet Red	162
Bleached Starch	1403
Bromeline	1101(iii)
Calcium Acetate	263
Calcium Alginate	404
Calcium Aluminium Silicate	556
Calcium Ascorbate	302
Calcium Carbonate	107(i)
Calcium Chloride	509
Calcium Citrate	333
Calcium Gluconate	578
Calcium Glutamate, DI-L-	623
Calcium Guanylate, 5-	629
Calcium Hydroxide	526
Calcium Inosinate, 5-	633
Calcium Lactate	327
Calcium Malate, D, L-	352(ii)
Calcium Oxide	529
Calcium Propionate	282
Calcium Ribonucleotides, 5-	634
Calcium Silicate	552
Calcium Sulphate	516
Caramel Colour, Class I	150a
Carbon Dioxide	290
Carob Bean Gum	410
Carrageenan	407
Chlorophylls	140
Choline Salts	1001
Citric Acid	330
Citric and Fatty Acid Esters of Glycerol	472c
Curdlan	424
Dextrins, white and yellow, Roasted Starch	1400
Dipotassium Guanylate, 5-	628
Dipotassium Inosinate, 5-	632

Disodium Guanylate, 5-	627
Disodium Inosinate, 5-	631
Disodium Ribonucleotides, 5-	635
Distarch Phosphate	1412
Enzyme Treated Starch	1405
Erythorbic Acid	315
Erythritol	968
Ethyl Cellulose	462
Ethyl Hydroxyethyl Cellulose	467
Fumaric Acid	297
Gamma Cyclodextrin	458
Gellan Gum	418
Glucono Delta-Lactone	575
Glucose Oxidase ( <i>Aspergillus niger</i> , var.)	1102
Glutamic Acid, L-	620
Glycerol	422
Guanylic Acid, 5-	626
Guar Gum	412
Gum Arabic	414
Hydrochloric Acid	507
Hydroxypropyl Cellulose	463
Hydroxypropyl Distarch Phosphate	1442
Hydroxypropyl Methyl Cellulose	464
Hydroxypropyl Starch	1440
Inosinic Acid, 5-	630
Insoluble Polivinyllpyrrolidone	1202
Isomalt	953
Karya Gum	416
Konjac Flour	[425]
Lactic Acid	270
Lactic and Fatty Acid Esters of Glycerol	472b
Lactitol	966
Lecithin	322
Lipase(Animal Sources)	1104
Lipase ( <i>Aspergillus oryzae</i> , var.)	1104
Magnesium Carbonate	504(i)
Magnesium Chloride	511
Magnesium Gluconate	580

Magnesium Glutamate, DI-L-	625
Magnesium Hydrogen Carbonate	504(ii)
Magnesium Hydroxide	528
Magnesium Lactate, D, L-	329
Magnesium Oxide	530
Magnesium Silicate (Synthetic)	553(i)
Malic Acid, D, L-	296
Maltitol (including Maltitol Syrup)	965
Mannitol	421
Methyl Cellulose	461
Methyl Ethyl Cellulose	465
Microcrystalline Cellulose	460(i)
Mono- and Diglycerides	471
Monoammonium Glutamate, L-	624
Monopotassium Glutamate, L-	622
Monosodium Glutamate, L-	621
Monostarch Phosphate	1410
Nitrogen	941
Nitrous oxide	942
Oxidised Starch	1404
Papain	1101(ii)
Pectin (Amidated and Non-amidated)	440
Phosphated Distarch Phosphate	1413
Polydextroses	1200
Polydeglycitol Syrup	964
Potassium Acetate	261
Potassium Alginate	402
Potassium Ascorbate	303
Potassium Carbonate	501(i)
Potassium Chloride	508
Potassium Dihydrogen Citrate	332(i)
Potassium Gluconate	577
Potassium Hydrogen Carbonate	501(ii)
Potassium Hydrogen Malate, D,L-	351(i)
Potassium Hydroxide	525
Potassium Lactate (Solution)	326
Potassium Malate, D, L-	351(ii)
Potassium Propionate	283
Potassium Sulphate	515

Powdered Cellulose	460(ii)
Processed Euchema Seaweed	407 a
Propane	944
Propionic Acid	280
Protease ( <i>Aspergillus oryzae</i> var)	1100
Salts of Myristic, Palmitic and Stearic Acids (Ammonium, Calcium, Potassium, Sodium)	470
Salts of Oleic Acid (Calcium, Potassium, Sodium)	470
Silicon Dioxide (Amorphous)	551
Sodium Acetate	262(i)
Sodium Alginate	401
Sodium Aluminosilicate	554
Sodium Ascorbate	301
Sodium Carbonate	500(i)
Sodium Carboxymethyl Cellulose	466
Sodium Carboxymethyl Cellulose, enzymatically hydrolyzed	469
Sodium Dihydrogen Citrate	331(i)
Sodium Erythorbate	316
Sodium Fumarate	365
Sodium Gluconate	576
Sodium hydrogen Carbonate	500(ii)
Sodium Hydrogen Malate, D, L-	350 (I)
Sodium Hydroxide	524
Sodium Lactate (Solution)	325
Sodium Malate, D, L	350(ii)
Sodium Propionate	281
Sodium Sulfates	514
Sodium Sesquicarbonate	500(iii)
Sorbitol (including Sorbitol Syrup)	420
Starch Acetate	1420, 1421
Starch Sodium Octenylsuccinate	1450
Talc	553(iii)
Tara Gum	417
Tartaric, Acetic and Fatty Acid Esters of Glycerol (mixed)	472f
Thaumatococin	957
Titanium Dioxide	171
Tragacanth Gum	413
Triacetin	1518
Triammonium Citrate	380



Tripotassium Citrate	332(iii)
Trisodium Citrate	331(iii)
Xantan Gum	415
Xylitol	967

**ANNEX B**

Milk and buttermilk

Fermented and renneted milk Products (plain), excluding dairy based drinks

Pasteurized cream

Sterilized ,UHT, whipping or whipped cream , and reduced fat creams

Fats and oils, essentially free from water

Butter and concentrated butter (only butter)

Fresh fruit

Fresh vegetables

Frozen vegetables

Fermented vegetable products

Whole, broken or flaked grains, including rice

Flours and starches

Fresh pastas and noodles and like products

Pre-cooked or dried pastas and noodles and like products (only dried products)

**Fresh meat, poultry and game in whole pieces/cuts**

**Fresh meat, poultry and game**

**Fresh fish and fish products, including mollusks, crustaceans and echinoderms**

**Processed fish and fish products, including mollusks, crustaceans and echinoderms**

**Fresh eggs**

**Liquid egg products**

**Frozen egg products**

**Refined and raw sugars**

**Brown sugar, excluding soft white sugar, soft brown sugar, glucose syrup, dried glucose syrup, raw cane sugar**

**Sugar solutions and syrups, also (partially) inverted, including treacle and molasses**

**Other sugars and syrups (e.g. brown sugar and maple syrup)**

**Honey**

**Salt**

**Spices, herbs, seasoning (including salt substitutes) and condiments (only herbs and salt substitutes)**

**Infant formulae and follow-on formulae**

**Foods for young children (weaning foods)**

Natural mineral waters and source waters (only natural mineral waters)

Canned or bottled (pasteurised) fruit juice

Concentrates (liquid and solid) for fruit juice

Canned or bottled (pasteurised) fruit nectar

Concentrates (liquid and solid) for fruit nectar

Coffee, coffee substitutes, tea, herbal infusions, and other hot cereal beverages, excluding cocoa

Grapes wines

*M. Chabalala*

MINISTER OF HEALTH

DATE: 29. 6. 2001

No. R. 691

27 Julie 2001

**WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS,  
1972 (WET NO. 54 VAN 1972)**

**REGULASIES BETREFFENDE ADDITIEWE VIR GEBRUIK IN VOEDSEL OOR DIE  
ALGEMEEN IN OOREENSTEMMING MET GOEIE VERVAARDIGINGSPRAKTYK**

Die Minister van Gesondheid is voornemens om kragtens artikel 15(1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies in die Bylae uit te vaardig.

Belanghebbendes word versoek om binne drie maande na die datum van publikasie van hierdie kennisgewing gemotiveerde kommentaar oor of vertoë in verband met die voorgestelde regulasies in te dien by die Direkteur-generaal: Gesondheid, Privaat Sak X828, Pretoria, 0001 (vir die aandag van die Direkteur: Voedselbeheer).

**BYLAE**

**Woordomskrywing**

1. In hierdie regulasies het enige uitdrukking waaraan daar in die Wet 'n betekenis geheg word, daardie betekenis, en, tensy uit die samehang anders blyk, beteken -

**“Codex-voedselstandaard”** 'n standaard vir 'n voedingsmiddel soos vervat in die Codex Alimentarius, opgestel in die formaat soos uiteengesit deur die Codex Alimentarius,

**“die Wet”** die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 Van 1972);

**“Goeie vervaardigingspraktyk”** dat geen maksimum vlak van toegelate voedseladditief in die ooreenstemmende voedsel bepaal is nie, maar dat die voedseladditief gebruik mag word op 'n vlak nie hoër nie as wat nodig is om die beoogde doel te bereik en mits sodanige gebruik nie die verbruiker mislei nie;

**“Internasionale Nommeringstelsel”** die nommeringstelsel wat deur die Codex Komitee vir Voedseladditiewe en Kontaminante ontwikkel is en waaroor daardie Komitee ooreengekom het met die doel om 'n internasionale numeriese stelsel te verskaf vir die identifisering van voedseladditiewe in bestanddeellyste, as 'n alternatief vir die verklaring van die spesifieke naam, wat dikwels lank is en 'n ingewikkelde chemiese struktuur het;

**“voedseladditief”** enige stof wat nie gewoonlik op sigself as 'n voedsel ingeneem word nie en nie gewoonlik as 'n tipiese bestanddeel van die voedsel gebruik word nie, hetsy sodanige stof voedingswaarde het al dan nie, en waarvan die doelbewuste toevoeging by 'n voedsel vir 'n tegnologiese (met inbegrip van sensoriese) doel by die vervaardiging, verwerking, bereiding, behandeling, verpakking, pak, vervoer, of berging van sodanige voedsel die uitwerking het of redelikerwys verwag kan word om die uitwerking te hê (direk of indirek) dat sodanige stof of die neweprodukte daarvan 'n bestanddeel van sodanige voedingsmiddel word of die eienskappe van sodanige voedingsmiddel op 'n ander wyse beïnvloed, uitgesonderd enige stof wat by voedsel gevoeg word om voedingseienskappe te behou of te verbeter, of enige kontaminante; en

**“voedselbestanddeel”** enige stof, uitgesonderd 'n voedseladditief, wat in die vervaardiging of bereiding van 'n voedsel gebruik word en in die finale produk teenwoordig is, hoewel moontlik in 'n gemodifiseerde vorm.

### **Goeie Vervaardigingspraktyk**

2. Alle voedseladditiewe wat aan die bepalings van hierdie regulasies onderworpe is, moet in oorleg met goeie vervaardigingspraktyk gebruik word, wat die volgende insluit:
  - (a) Die hoeveelheid van die voedseladditief wat by voedsel gevoeg word, moet beperk word tot die laagste moontlike vlak, soos bepaal deur die

vervaardiger, wat nodig is om te voldoen aan standarde soos neergelê deur die vervaardiger;

- (b) die hoeveelheid van die voedseladditief wat as gevolg van die gebruik daarvan in die vervaardiging, verwerking of verpakking van 'n voedsel 'n komponent van die voedsel word en wat nie bedoel is om enige fisieke of ander tegnologiese uitwerking in die voedsel self teweeg te bring nie, moet verlaag word na 'n vlak van so laag as wat prakties moontlik is; en
- (c) die voedseladditief moet op dieselfde wyse as 'n voedselbestanddeel berei en hanteer word.

3. Geen voedseladditief genoem in hierdie regulasies mag meer as 15% van die massa van enige voedingsmiddel waarvan dit 'n voedseladditief is, uitmaak nie.
4. Die voedseladditiewe gelys in Aanhangsel A mag in voedsels oor die algemeen gebruik word tensy daar in 'n regulasie ingevolge die Wet, in 'n Codex-Voedselstandaard of in enige van die voedselkategorieë of individuele voedsels gelys in Aanhangsel B, anders gespesifiseer word.

#### Inwerkingtreding

5. Hierdie regulasies tree in werking drie maande na die datum van finale publikasie.

#### AANHANGSEL A

Voedseladditief	Internasionale Nommersisteem NO.
Agar	406
Alfa-amilase ( <i>Aspergillus oryzae</i> var.)	1100
Alfa-amilase ( <i>Bacillus megaterium</i> uitgedruk as <i>Bacillus subtilis</i> )	1100
Alfa-amilase ( <i>Bacillus stearothermophilus</i> uitgedruk as <i>B. Subtilis</i> )	1100
Alfa-amilase ( <i>Bacillus stearothermophilus</i> )	1100
Alfa-amilase ( <i>Bacillus subtilis</i> )	1100
Alfa-amilase (Karbohidrase) ( <i>Bacillus lichentiformis</i> )	1100
Algiensuur	400



Alkalies behandelde stysel	1402
Aluminiumsilikaat	559
Ammoniumalginaat	403
Ammoniumasetaat	264
Ammoniumchloried	510
Ammoniumhidroksied	527
Ammoniumkarbonaat	503(i)
Ammoniumlaktaat	328
Ammoniumsitraat	380
Ammoniumwaterstofkarbonaat	503(ii)
Appelsuur, D, L-	296
Arabiese gom	414
Askorbiensuur	300
Asyn- en vetsuuresters van gliserol	472a
Asynsuur	260
Beetrooi	162
Bromelien	1101(iii)
Chlorofiele	140
Choliensoute	1001
Dekstriene, wit en geel, geroosterde stysel	1400
Dikaliuim-guanilaat, 5'-	628
Dikaliuim-inosinaat, 5'-	632
Dinatriuim-guanilaat, 5'-	627
Dinatriuim-inosinaat, 5'-	631
Dinatriuim-ribonukleotiedes, 5'-	635
Distysselfosfaat	1412
Ensiembehandelde stysel	1405
Eritorbiensuur	315
Eritritol	968
Etielhidroksie-etieisellulose	467
Etiisellulose	462
Fumaarsuur	297
Gammasiklodekstrien	458
Geasetileerde distysel-adipaat	1422
Geasetileerde distysselfosfaat	1414
Gebleikte stysel	1403
Gefosforileerde distysselfosfaat	1413
Gellan-gom	418
Geoksideerde stysel	1404

Geprosesseerde euechemia-seegras	407a
Gliserol	422
Glukonodeltalaktoon	575
Glukose-oksidase ( <i>Aspergillus niger</i> , var.)	1102
Glutamiensuur, L-	620
Guaniliensuur, 5'-	626
Guargom	412
Hydroksiepropiel-distyselofsfaat	1442
Hydroksiepropiel-metielsellulose	464
Hydroksiepropielsellulose	463
Hydroksiepropielstysel	1440
Inosiensuur, 5'-	630
Isomalt	953
Kaliumalginaat	402
Kaliumasetaat	261
Kaliumaskorbaat	303
Kaliumchloried	508
Kaliumdiwaterstofsitraat	332(i)
Kaliumglukonaat	577
Kaliumhidroksied	525
Kaliumkarbonaat	501(i)
Kaliumlaktaat (oplossing)	326
Kaliummalaat, D, L-	351(ii)
Kaliumpropionaat	283
Kaliumsulfaat	515
Kaliumwaterstofkarbonaat	501(ii)
Kaliumwaterstofmalaat, D,L-	351(i)
Kalsiumalginaat	404
Kalsiumaluminiumsilikaat	556
Kalsiumasetaat	263
Kalsiumaskorbaat	302
Kalsiumchloried	509
Kalsiumglukonaat	578
Kalsiumglutamaat, DI-L-	623
Kalsiumguaniilaat, 5'-	629
Kalsiumhidroksied	526
Kalsiuminosinaat, 5'-	633
Kalsiumkarbonaat	107(i)
Kalsiumlaktaat	327

Kalsiummalaat, D, L-	325(ii)
Kalsiumoksied	529
Kalsiumpropionaat	282
Kalsiumribonukleotiedes, 5'-	634
Kalsiumsilikaat	552
Kalsiumsitraat	333
Kalsiumsulfaat	516
Karajagom	416
Karamelkleur, Klas I	150a
Karobboontjiegom	410
Karrageenan	407
Konjakmeel	[425]
Koolstofdioksied	290
Kurdilan	424
Laktitol	966
Lesitien	322
Lipase ( <i>Aspergillus oryzae</i> , var.)	1104
Lipase (dierlike bronne)	1104
Magnesiumchloried	511
Magnesiumglukonaat	580
Magnesiumglutamaat, DI-L-	625
Magnesiumhidroksied	528
Magnesiumkarbonaat	504(i)
Magnesiumlaktaat, D, L-	329
Magnesiumoksied	530
Magnesiumsilikaat (Sinteties)	553(i)
Magnesiumwaterstofkarbonaat	504(ii)
Maltitol (insluitende maltitolstroop)	965
Mannitol	421
Melk-en vetsuur-esters van gliserol	472b
Melksuur	270
Metieletielsellulose	465
Metielsellulose	461
Mikrokristallyne sellulose	460(i)
Mono- en digliseriedes	471
Monoammoniumglutamaat, L-	622
Monokaliumglutamaat, L-	622
Mononatriumglutamaat, L-	621
Monostysel fosfaat	1410

Natriumalginaat	401
Natriumalluminosilikaat	554
Natriumasetaat	262(i)
Natriumaskorbaat	301
Natriumdiwaterstofsitraat	331(i)
Natriumeritrobaat	316
Natriumfumaraat	365
Natriumglukonaat	576
Natriumhidroksied	524
Natriumkarboksiemetiellsellulose	466
Natriumkarboksiemetiellsellulose, ensiematies gehidroliseer	469
Natriumkarbonaat	500(i)
Natriumlaktaat (oplossing)	325
Natriummalaat, D, L	350(ii)
Natriumpropionaat	281
Natriumsekwikarbonaat	500(iii)
Natriumsulfaat	514
Natriumwaterstofkarbonaat	500(ii)
Natriumwaterstofmalaat, D, L-	350(i)
Onoplosbare polivinylpirrolidoon	1202
Papaïen	1101(ii)
Pektien (geammideerd en nie-geammideerd)	440
Polidekstrose	1200
Poliglisitolstroop	964
Propaan	944
Propionsuur	280
Protease ( <i>Aspergillus oryzae</i> var.)	1100
Silikoondioksied (amorre)	551
Sitroen- en vetsuur-esters van gliserol	472c
Sitroensuur	330
Sorbitol (insluitende sorbitolstroop)	420
Soute van miristien-, palmitien- en stearienvetsure (ammonium, kalsium, kalium, natrium)	470
Soute van Oleïensuur (kalsium, kalium, natrium)	470
Soutsuur	507
Stikstof	941
Styselasetaat	1420, 1421
Styselnatriumoktenielsuksinaat	1450

Suurbehandelde stysel	1401
Talk	553(iii)
Taragom	417
Tartaarsuur-, asynsuur-en vetsuur esters van gliserol (gemeng)	472f
Titaandioksied	171
Toumatien	957
Tragakantgom	413
Triammoniumsitraat	380
Triasetien	1518
Trikaliumsitraat	332(iii)
Trinatriumsitraat	331(iii)
Verpoeierde sellulose	460(ii)
Xantangom	415
Xilitol	967

## AANHANGSEL B

Melk en karringmelk

Gefermenteerde en rennien-behandelde melkprodukte (ongegeurd) uitgesondered suiwel-gebaseerde drankies

Gepasteuriseerde room

Gesteriliseerde of UHT-room, klopproom of geklopte room, en verlaagde-vet-rome

Vette en olies, hoofsaaklik vry van water

Botter en gekonsentreerde botter (slegs botter)

Vars vrugte

Vars groente

Bevrore groente

Gefermenteerde groenteprodukte

Heel, gebreekte of gevlokte grane, insluitende rys

Mele en stysels

Vars pastas en noedels en soortgelyke produkte

Vooraf gaargemaakte of gedroogde pastas en noedels en soortgelyke produkte (slegs gedroogde produkte)

Vars, vleis, pluimvee en wild in heel stukke/snitte

Vars, vleis, pluimvee en wild

Vars, vis en visprodukte, insluitende weekdiere, skaaldiere en stekelhuidiges

Geprosesseerde vis en visprodukte, insluitende weekdiere, skaaldiere en stekelhuidiges

Vars eiers

Vloeibare eierprodukte

Bevrore eierprodukte

Geraffineerde en ongeraffineerde suiker

Bruinsuiker, uitgelsuit sagte wit suiker, sagte bruin suiker, glukose stroop, gedroogde glukose stroop en ongeraffineerde rietsuiker

Ander suikers en strope (bv. bruinsuiker en esdoringstroop)

Suikeroplossings en strope, asook (gedeeltelike) geïnverteerde suikers, insluitende triakel en melasse

Heuning



Sout

Speserye, kruie, smaakmiddels (insluitende soutsustitute) en toekruide (slegs kruie- en soutsustitute)

Gis

Formules vir suigeling en opvolgformules

Voedsels vir jong kinders (speenvoedsels)

Natuurlike minerale waters en bronwaters (slegs natuurlike minerale water)

Geblikte of gebottelde (gepasteuriseerde) vrugtesap

Vrugtesap konsentrate (vloeibaar of vaste stof)

Geblikte of gebottelde (gepasteuriseerde) vrugte nektar

Konsentrate (vloeibaar en vastestof) vir vrugte nektar

Koffie, koffiesubstitute, tee, kruieaftreksels en ander warm graandrankies, uitgesonderd kakao

Druiwewyne

*M. M. M. M.*  
MINISTER VAN GESONDHEID

DATUM: 29. 6. 2001

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID****No. R. 679****27 July 2001**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 599 of 6 July 2001, with effect from 6 August 2001.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 679****27 Julie 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWING

**HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 599 van 6 Julie 2001 in, met ingang van 6 Augustus 2001.

**M. M. S. MDLADLANA****Minister van Arbeid****No. R. 680****27 July 2001**

LABOUR RELATIONS ACT, 1995

**HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)****EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria), 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, with effect from 6 August 2001, and for the period ending 10 May 2004.

**M. M. S. MADLADLANA****Minister of Labour****No. R. 680****27 Julie 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA)****UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Haarkappers- en Kosmetologiebedryf (Pretoria) 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, met ingang van 6 Augustus 2001, en vir die tydperk wat op 10 Mei 2004 eindig.

**M. M. S. MADLADLANA****Minister van Arbeid**

**SCHEDULE****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)****COLLECTIVE AGREEMENT**

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

**Employers Organisation for Hairdressing, Cosmetology & Beauty**

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

**United Association of South Africa (UASA)**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria).

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Hairdressing and Cosmetology Trade—

- (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 Magisterial District of Pretoria and Wonderboom.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

- (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
- (b) apply to learners only in so far as such terms are not inconsistent with the provisions of the Skills Development Act, Act 97 of 1998, or any contract entered into or any conditions fixed thereunder.

(3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, 6 (2) (c) and (e), 15 (3), 22 (5), 35, 36, 37 and 45.

**2. PERIOD OF OPERATION OF AGREEMENT**

(1) This Agreement shall come into operation in respect of parties on 10 May 2001 and in respect of non-parties on such date as the Minister of Labour extends the agreement to non-parties and shall remain in force for the period ending 10 May 2004.

(2) Notwithstanding the provisions of clause 2 (1) above, parties may negotiate and agree to amend this Agreement annually, and such amendment(s) shall form part of the collective agreement.

**3. DEFINITIONS**

Any terms used in this Agreement that are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include amendments to such Act or Ordinance, and, unless the contrary intention appears, words importing the masculine gender shall include the female; further, unless inconsistent with the context—

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

**"agreement"** means an agreement published and, as amended, made binding upon employers and employees in the Hairdressing and Cosmetology Trade in accordance with the provisions of the Act;

**"learner"** means an employee serving under written contract of learnership, registered or deemed to be registered by the SETA-Personal Care Chamber or its successors in name and title under the Skills Development Act, Act 97 of 1998, and includes a minor employed on probation in terms of the said Act;

**"beauty therapist"** means an employee engaged in massage or stimulative treatment of the face, scalp or neck, eyebrow plucking and waxing, including but not limited to the following operations:

- (a) Eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (b) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (c) facial skin care;
- (d) removal of unwanted or superfluous hair from the head or face by whatever means, other than shaving, including waxing, chemical depilatories, electrical or mechanical means;
- (e) any beauty treatment or beauty therapy;
- (f) massage or stimulative treatment or exercise of the face, scalp or neck,

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

**"clerical employee, receptionist and/or telephonist"** means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise, and/or keeping accounts and records, or any other form of clerical work in addition to handling cash and effecting counter sales;

**"Council"** means the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria) registered in terms of section 29 of the Act;

**"deemed to be registered"** includes a minor who has submitted an application to be indentured as a learner in terms of the Skills Development Act, Act 97 of 1998;

**"employee"** means any person who is employed by or working for any employer and who is receiving or entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any employer; and "employ" and "employment" have corresponding meanings;

**"employer"** means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whomsoever in any manner to assist him in carrying on or conducting his business; and "employ" and "employment" have corresponding meanings;

**"establishment"** means any premises on or in connection with which salon services are rendered; and salon and establishment have the same meaning, unless inconsistent with the context;

**"Hairdressing and Cosmetology Trade"** means the trade in which employers and their employees are associated for the purpose of rendering salon services in any establishment where such services are normally rendered to members of the public;

**"hourly employee"** means an employee employed by an employer in the Hairdressing and Cosmetology Trade in any capacity, excluding that of a learner, for a period not exceeding 24 working hours per month in any one establishment; providing that the hours of work shall be agreed upon by the employer and employee and shall be remunerated at the prescribed hourly rate and providing that hourly paid employment shall not be considered as an option during retrenchment negotiations;

**"immediate family"** means an employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister;

**"manicurist/nail technician"** means an employee engaged in the manicuring, structuring or extension of nails, including but not limited to the following operations: Manicure, pedicure, nail technology, or the application of artificial nails or nail extensions, whatever the substance used, including acrylic, fibreglass or gel; whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

**"operator"** means an employee, excluding a learner or qualified hairdresser, engaged in salon services, including but not limited to the following operations:

(a) Any services to the scalp or the hair of the head or the face, including the following:

(i) Shampooing, cleansing, conditioning and treating;

(ii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary means, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high-lifting tints or toners;

(b) cleaning and sweeping premises, running errands, washing cups and salon requisites, preparing and serving liquid refreshments, shampooing, preparing clients for highlighting or frosting, applying rinses and colour shampoos, giving scalp and hair treatments, applying perm-lotion, neutralising perms, removing veils, pins, rollers, clips and any other setting aids, placing clients under dryers and taking clients out from under dryers and mixing and applying tints;

**"part-time employee"** means an employee employed for not more than eight ordinary working hours per day and not more than 25 ordinary working hours over a period of three days per week;

**"premium"**, without in any way limiting the ordinary meaning of the term, means any consideration of whatever nature given in return for the training of any person in salon services;

**"Qualified hairdresser"** means an employee, other than a learner, who performs any one or more of the operations defined under "salon services" in this Agreement and who—

(a) has served an apprenticeship in terms of the Manpower Training Act, 1981, or has served learnership in terms of the Skills Development Act, Act 97 of 1998;

(b) has passed a qualifying trade test under or holds a certificate of proficiency issued in terms of the said Act; or

(c) holds a certificate of competency issued by the Bargaining Council for the Hairdressing and Cosmetology Trade; or

(d) has qualified by effluxion of time prior to 1992;

**"remuneration"** means any payment in money or in kind, or both in money and in kind, made or owing to any person's working for any other person, and "remunerate" has a corresponding meaning;

**"salon services"** means any one or more or a combination of the operations generally and usually performed by and known as the profession of nail technicians or beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:

(a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent, Marcel or water) of hair, or any other treatment of the hair of the head or the face;

(b) manicure, pedicure, nail technology or the application of artificial nails or nail extensions, whatever the substance used, including acrylic, fibre glass or gel;



- (c) eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (d) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (e) facial skin care;
- (f) removal of unwanted or superfluous hair from the head or face by whatever means, including waxing, using chemical depilatories, electrical or mechanical means, but excluding shaving;
- (g) any beauty treatment;
- (h) beauty therapy or the massage or stimulative treatment or exercise of the face, scalp or neck, whether or not any apparatus, appliance, heat preparation or substance is used in any of these operations;
- (i) the performing of any operation referred to in (a) 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;

**"S.E.T.A.P.C.C."** means the Services Sector Education and Training Authority - Personal Care Chamber;

**"Skills Development Act"** means the Skills Development Act, Act 97 of 1998;

**"time off"** means an alternative method of remuneration;

**"wages"** means the amount of money payable to an employee in terms of clause 5 (1) in respect of ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 5 (1), it means such higher amount;

**"week"** means the period of seven days within which the employee's working week normally falls;

**"working employer"** means an employer or any partner in a partnership, or a director of a company, or a member of a close corporation who himself performs work similar to that carried out by any of his employees.

#### 4. REGISTRATION OF EMPLOYERS

(1) All employers, unless already registered under the previous Agreement shall, within one month from the date on which this Agreement comes into operation, and any employer operating in the Hairdressing and Cosmetology Trade after that date shall, within one month from the date of commencing operations, forward in a prescribed form to the Secretary of the Council the following particulars:

- (a) His full name and the title of the business;
- (b) the business address; and
- (c) the full name of each employee, the capacity in which he is employed and the wages paid.

(2) Every employer shall include on the form specified in Annexure A hereto, monthly, the full names of all persons employed.

(3) In the case of a partnership, the full names of all the partners shall be furnished in addition to the particulars required in subclause (1).

(4) In the case of a limited liability company, the following particulars shall be furnished, in addition to those required in subclause (1):

- (a) The address of the registered offices of the company;
- (b) the full names of the directors and the full name of the person in actual control of each branch of the business;
- (c) the full names of the secretary of the company and all office bearers of the company.

(5) In the case of a close corporation, the following particulars shall be furnished, in addition to those required by subclause (1):

- (a) The address of the registered office of the corporation;
- (b) the members of the corporation;
- (c) the accounting officer of the corporation;
- (d) a copy of the founding statement.

(6) Every employer shall, in the event of a change in any of the particulars required to be furnished in terms of this clause, forward to the Secretary of the Council, within 14 days of the date upon which such change took effect, a notification in writing of any such change.

#### 5. WAGES

(1) No employer shall pay and no employee shall accept wages at a rate lower than the prescribed minimum wages published in the *Gazette* from time to time.

Wage rates with effect from the date of coming into operation of this Agreement:

Category employee	Per month	Per week	Per hour
(a) Qualified hairdresser .....	R2 520,00	R581,54	R14,54
(b) Part-time qualified hairdresser .....	R1 675,00	R386,54	R15,46
(c) First-year qualified hairdresser .....	R1 774,00	R409,38	R10,23
(d) Part-time first-year qualified hairdresser .....	R1 183,00	R273,00	R10,92
(e) Operator .....	R1 627,00	R375,46	R 9,39
(f) Part-time operator.....	R1 084,00	R250,15	R10,00
(g) Clerical employee, receptionist and/or telephonist.....	R1 931,00	R448,62	R11,14
(h) Part-time clerical employee, receptionist and/or telephonist.....	R1 288,00	R297,23	R11,88
(i) Manicurist/nail technician and/or beauty therapist.....	R1 895,00	R437,31	R10,93
(j) Part-time manicurist/nail technician and/or beauty therapist.....	R1 264,00	R291,69	R11,67
(k) Trainee- manicurist/nail technician and/or beauty therapist.....	R1 138,00	R262,62	R 6,56
(l) Part-time trainee-manicurist/nail technician and/or beauty therapist .....	R 759,00	R175,15	R 7,00
m) Hourly-paid employee.....	Hourly wage as per job description		

Learners	Per month	Per week	Per hour
(n) Starting wage.....	R 996,00	R229,84	R5,75
(o) Module 1 .....	R1 033,50	R238,50	R5,96
(p) Module 2.....	R1 095,00	R252,69	R6,32
(q) Module 3.....	R1 158,00	R267,23	R6,68
(r) Module 4.....	R1 219,00	R281,30	R7,03
(s) Module 5.....	R1 280,00	R295,39	R7,38
(t) Module 6.....	R1 342,00	R309,69	R7,74

(2) Any person, other than a learner, performing the following duties of a qualified hairdresser:

(a) Any service to the scalp or the hair of the head or face, including the following:

- (i) Chemical reformation of the hair, including permanent waving, relaxing and straightening of hair;
  - (ii) hair cutting and shaping;
  - (iii) barbering services, including shaving and singeing of hair;
  - (iv) hairstyling 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;
  - (v) adding natural and artificial hair and hair extensions to hair, board work, postiche, wigmaking or performing any operation referred to in paragraph (a) on any wig or hairpiece to be worn by any person;
  - (vi) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair;
- shall be entitled to the wage of a first-year qualified hairdresser.

(3) Nothing contained in this clause shall operate to permit 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) (a) Notwithstanding the provisions of subclause (1) a learner who passes from one module to another on or before the 15th of that month shall be paid at the next wage scale.

(b) A learner who passes from one module to another on or after the 16th of that month shall remain on the same wage scale until the end of that month and thereafter her/his wages shall be adjusted accordingly.

(c) All learners who attend college full-time and obtain module 6, shall commence on a salary of R996,00 per month and after every three-monthly intervals, they shall receive the next wage scale until they reach R1 342,00.



## 6. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

(1) (a) Wages shall be paid in cash daily, weekly or monthly, as the case may be, unless the contract of employment of an employee is terminated before the usual pay day, when wages shall be paid immediately on such termination.

(b) All wages due shall be placed in a sealed envelope, which shall contain the full name of the employee, the period for which the particular payment is made, any deductions made in terms of this Agreement, and the amount contained in the envelope in the form set out in Annexure B.

(2) No deductions of any description other than the following may be made from the remuneration due to an employee:

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of the employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (b) contributions to Council funds in terms of clause 22 of this Agreement;
- (c) subscriptions and other moneys due to the trade union in terms of clause 37;
- (d) subscription to any medical aid scheme registered with RAMS (Registered Association of Medical Schemes);
- (e) subscriptions to the United Association of South Africa Personal Care Sector Pension Fund in terms of the Act;
- (f) deductions for stock used by the employee in rendering salon services to clients, or a percentage of the gross takings of the employee, which deduction shall be stipulated in a written agreement signed by both employer and employee;
- (g) deductions that an employer is required to make in terms of any Act, or any other amount that an employer is legally or by order of any competent court required or permitted to make or in accordance with a written authority given to the employer by such employee.

(3) Wages due to an employee in terms of clause 5 shall be paid by 12:00 on the last day of each and every month: Provided that should such day of that particular month fall on any day other than a business day, such wages shall be paid at 12:00 on the business day immediately preceding such day.

(4) Payment of wages/remuneration shall be made at the place where the employee is actually engaged or employed at the time of the payment of wages remuneration, in cash or with a negotiable cheque.

## 7. MEAL INTERVAL

(a) An employer shall give an employee who works continuously for more than five hours a meal interval of at least one continuous hour and the employee shall not be required or permitted to work during such interval. The meal interval shall not form part of the normal working hours.

(b) Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.

(c) An agreement in writing may reduce the meal interval to not less than 30 minutes.

## 8. HOURS OF WORK

The ordinary hours of work of all employees engaged in the Hairdressing and Cosmetology Trade shall not exceed 40 hours per week between Monday and Sunday: Provided that the hours worked shall not exceed eight ordinary hours per day.

## 9. OVERTIME

(1) Subject to this clause, an employer may not require or permit an employee—

- (a) to work overtime except in accordance with an agreement;
- (b) to work more than three hours' overtime a day; or
- (c) to work more than 10 hours' overtime a week.

(2) Notwithstanding the limits on hours of work specified in clause 8 above, overtime may be worked as may be required from time to time: Provided that the employer and employee have, in writing, mutually agreed to the employee's working such overtime.

(3) An employer shall—

- (a) pay an employee at least one and a half times the employee's wage for every hour of overtime worked; or
- (b) grant an employee at least 90 minutes time off for every hour of overtime worked.

(4) The time off shall be paid and granted within one month of such overtime worked.

## 10. PAYMENT FOR WORK ON SUNDAY

- (1) (a) Hours worked on a Sunday shall be calculated at double the ordinary rate of pay; or
- (b) such hours may be taken as paid time off and shall be calculated at double the amount of hours off for each hour worked on a Sunday.

(2) Time off shall be taken within one month of such hours worked on a Sunday.

(3) There shall be a written agreement between the employer and employee concerning time off.

### 11. PUBLIC HOLIDAYS

- (1) Every employee shall be entitled to and be granted leave on full pay on all public holidays.
- (2) (a) Hours worked on a public holiday shall be calculated at double the ordinary rate of pay; or  
(b) such hours may be taken as paid time off and shall be calculated at double the amount of hours off for each hour worked on a public holiday.
- (3) Time off shall be taken within one month of such hours worked on a public holiday.
- (4) There shall be a written agreement between the employer and employee concerning time off.

### 12. ANNUAL LEAVE AND PAYMENT

(1) Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) (a) Every employee shall, in each year of employment with the same employer or establishment, be entitled to and be granted three consecutive weeks' leave of absence, on full pay, reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave.

(b) The total amount of days per year an employee is entitled to shall be in accordance with the days the employee works per week.

(c) An employee who has completed five or more consecutive years' service with the same employer or in the same establishment shall be granted four consecutive weeks' leave of absence on full pay, reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave. The total amount of days per year such an employee is entitled to shall be the total amount of days such an employee works per week multiplied by four.

(3) (a) An employee whose services are terminated before the completion of one month's employment with an employer or establishment shall not be entitled to any leave pay for this period.

(b) Upon termination of an employee's employment, his employer shall pay him his full remuneration in respect of all leave accrued to him but not granted to him before the date of termination of his employment.

(4) The employer shall fix the time when such leave shall be taken, but if the employer has not granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within three months after completion of each 12 months of employment, and such an employee shall then absent himself from the employer's place of business during the period of such leave.

(5) For the purposes of this clause, employment shall be deemed to commence from the date on which the employee last became entitled to annual leave or the date of engagement, whichever is the latter;

(6) For the purposes of this clause, employment shall be deemed to include—

- (a) up to four months of military service rendered in pursuance of the Defence Act, 1957, in that year;
- (b) any period during which the employee is on leave in terms of the provisions of this clause;
- (c) any period during which the employee is absent from work on the instructions or at the request of the employer;
- (d) any period during which the employee is absent from work owing to illness or accident, not exceeding any period of absence owing to illness or accident in excess of 30 days in any 36 month cycle or two consecutive days; and if the employee fails, after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work such longer period of absence shall not be deemed to be employment; or
- (e) any period during which the employee is absent from work owing to maternity leave.

(7) (a) Annual leave shall be taken and shall not be accumulated.

(b) An employer shall not pay an employee instead of granting leave, except on termination of employment.

(8) This clause shall not apply to employees working less than 24 hours per month.

### 13. SICK LEAVE

(1) "Sick leave cycle" means a period of 36 months' employment with the same employer and/or in the same establishment immediately following—

- (a) an employee's commencement of employment;
- (b) the completion of that employee's previous sick leave cycle.

(2) During every sick leave cycle an employee shall be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

(3) Notwithstanding subclause (2), during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.

(4) During an employee's first sick leave cycle, an employer may reduce the employee's sick leave entitlement to sick leave in terms of subclause (2) by the number of days sick leave taken in terms of subclause (3).

(5) An employer shall pay an employee for the day's sick leave—

- (a) the wage the employee would ordinarily have received for work on that day; and
- (b) on the employee's usual pay day.

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

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

(8) "Incapacity" means inability to work to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that in the case of accidents only such benefits as are payable as compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or the Multilateral Motor Vehicle Accident Fund Act, 1989, shall be paid.

(9). This clause shall not apply to hourly employees.

#### 14. MATERNITY LEAVE

(1) Every female employee, excluding an employee working less than 24 hours per month, shall be guaranteed re-employment after maternity leave.

(2) Within the first five years of employment in the same salon or establishment a female employee shall be entitled to four month's unpaid maternity leave.

(3) After five years of continuous employment with the same employer or in the same establishment an employee shall be entitled to four months' maternity leave and shall be entitled to 25 per cent of the basic wage she received immediately prior to proceeding on maternity leave.

(4) An employee shall not be entitled to the paid maternity leave, referred to in subclause (3), more than once per calendar year, excluding maternity leave due to miscarriage.

(5) An employee may commence maternity leave—

- (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
- (b) on a date which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.

(6) No employee may work within six weeks after the birth of her child, unless a medical practitioner certifies that she is fit to do so.

(7) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child shall be entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(8) An employee shall notify the employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

- (a) commence maternity leave; and
- (b) return to work after maternity leave.

(9) Notification in terms of subclause (8) shall be given—

- (a) at least four weeks before the employee intends to commence maternity leave; or
- (b) as soon as reasonably practicable to do so.

#### 15. SPECIAL LEAVE

(1) **Paternity leave:** A period not exceeding seven days' paid leave, in any one calendar year, shall be granted to a male employee upon written proof of the birth of his child. Such leave shall be arranged with the employer in writing.

(2) **Compassionate leave:** A period not exceeding seven days in any one calendar year shall be granted to any employee for the demise of an immediate family member only. Such leave shall be arranged between the employer and employee on written proof of the death of such a family member.

(3) **Training leave:** A duly elected shop steward shall be granted seven days' paid leave for shop steward training purposes on an once-off basis. Thereafter a further three days' paid leave per annum shall be granted for additional shop steward training. Such leave shall be arranged between the employer and the employee and shall be requested in writing. Special leave shall not be accumulated.

#### 16. OUTWORK

An employee, excluding an employee working less than 24 hours per month, shall not—

- (a) solicit or take orders for or undertake work in the Hairdressing and Cosmetology Trade;
- (b) engage in trading in salon requisites for sale, gain or reward;



on his own account or on behalf of any person or from any other person other than his employer while such employee is in the employ of an employer engaged in the Hairdressing and Cosmetology Trade, without the written permission of the employer.

### 17. TERMINATION OF SERVICES

- (1) Subject to—
  - (a) the right of an employer or an employee to terminate employment without notice for any good cause legally recognized as sufficient; or
  - (b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein, but not in excess of 12 months, having regard to the definitions of unfair labour practice as contained in the Act, an employer or his employee shall not give less than two weeks' written notice to terminate the contract of employment.
- (2) Notice shall be in writing except in the case where the employee is illiterate and shall take effect from the working day following the day on which such notice was given.
- (3) Notice may not be given while an employee is on leave in terms of clause 12 or absent on sick leave in terms of clause 13.
- (4) By mutual written agreement between the employer and the employee, the notice period referred to in subclause (1) (b) may be shortened to such period as agreed upon.
- (5) In the event of an employer or an employee failing to give notice as provided for in subclause (1) hereof, the employer or employee shall pay or forfeit in lieu thereof an amount equal to the remuneration that the employee was receiving immediately preceeding the termination of the contract of employment: Provided that if an agreement has been entered into in terms of subclause (1) (b), the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon, which shall not be in excess of 12 months.
- (6) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) that were in process of accrual to such employee at the time of his desertion.
- (7) An employer shall pay an employee for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1).
- (8) If the employee's services are terminated on reasons based on operational requirement an employer shall pay severance pay as follows:
  - (a) Employees who have worked for one employer or one establishment for a period of up to 5 years' continuous service shall be entitled to 1 week's severance pay for each and every completed year of service.
  - (b) Employees who have worked for one employer or one establishment for a period of more than 5 years' but less than 10 years' continuous service shall be entitled to 1.5 weeks' severance pay for each and every completed year of service.
  - (c) Employees who have worked for one employer or one establishment for a period of 10 years' and more continuous service shall be entitled to 2 weeks' severance pay for each and every completed year of service.
- (9) Every employer shall issue a certificate of service to every employee. The certificate shall be in the form of Annexure C to this Agreement.

### 18. RECORDS TO BE KEPT BY EMPLOYERS

- (1) Every employer shall keep a record containing the following information:
  - (a) The name and occupation of the employee;
  - (b) the time worked by each employee;
  - (c) the remuneration paid to each employee;
  - (d) the date of birth of each employee under 18 of years of age;
  - (e) any other prescribed information.
- (2) A record in terms of subclause (1) shall be kept by the employer for a period of three years from the date of the last entry in the record.
- (3) Entries in the time-register shall be in the employee's own handwriting and no person shall make false entries in a register.

### 19. EXEMPTIONS

- (1) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council meeting.
- (2) All applications for exemption shall be substantiated, and shall include the following details:
  - (a) The period for which the exemption is required.
  - (b) The Agreement and clauses or subclauses of the Agreement from which exemption is required.

(c) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included in the application.

(3) The Secretary of the Council shall place the application for exemption on the agenda of the next Council meeting, for a decision.

(4) The Secretary of the Council shall provide the Council meeting with details of all the applications for exemption.

(5) The Council meeting shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting: Provided that the Council meeting may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(6) Once the Council meeting has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(7) When the Council meeting decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

## 20. EXEMPTION CRITERIA

(1) An application for exemption shall be submitted to the Secretary of Council on the prescribed form, and shall contain the following information:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against the granting of the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that competitive advantage is not created by the exemption;
- (f) the views on exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Hairdressing and Cosmetology Trade;
- (h) any existing special economic or other circumstances that warrant the granting of the exemption;
- (i) reporting requirements to be met by the applicant, and the monitoring and re-evaluation provisions; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate the Labour Market Policy.

## 21. INDEPENDENT BODY

(1) In terms of the Act the Council hereby establishes an Independent Body to hear and consider any appeal against the decision by the Bargaining Council with regard to granting or refusing to grant an exemption to non-parties.

(2) All appeal applications shall be in writing and shall contain the following information:

- (a) Grounds of appeal;
- (b) full documents that were sent to the Council;
- (c) any other relevant information that may assist the Independent Body to arrive at the correct decision.

(3) The Independent Body shall consider and decide on all written appeal applications and, when requested by the applicant or objectors to do so, may interview applicants or objectors at its following meeting: Provided that the Independent Body may defer a decision to a following meeting, if additional information or substantiation or verbal representations are considered necessary to decide on the appeal application.

(4) Once the Independent Body has decided to grant or not to grant an exemption, it shall advise the applicant of its decision within 14 days.

(5) The independent Body shall give reasons for granting or refusing to grant an exemption.

## 22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R25,71 per month from the earnings of each of his employees for whom wages are prescribed in clause 5 (1) (a), (b), (c), (d), (h), (i) and (j), and R18,08 per month from the earnings of employees for whom wages are prescribed in clause 5 (1) (e) and (f) and R12,37 for apprentices for whom wages are prescribed in 5 (1) (k), (l), (n), (o), (p), (q), (r), (s) and (t).

(2) In addition to the above, all employers shall pay a fee of R69,00 per month.

(3) The amounts referred to in subclauses (1) and (2) above shall be remitted to the Secretary of the Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or to P.O. Box 26319, Arcadia, 0007, not later than the seventh day of each and every month, in the form of Annexure A to this Agreement, as required by the Bargaining Council.

(4) All dues and penalties payable by employers and employees to their respective bodies shall be collected by the Bargaining Council and shall be paid over to the respective organizations within 30 days of receipt.

(5) Any increase in the expenses of the Council as prescribed in subclauses (1) and (2) of this clause, shall be negotiated annually between the parties to this Agreement

### 23. PENALTY

If any amount that falls due in terms of any clause or any other provision of this Agreement is not paid in full to the Council by the 15th day of the month for which the amount is payable, the employer shall be liable to pay a penalty calculated at the rate of 10 per cent of the capital amount that remains unpaid.

### 24. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment, in a conspicuous place readily accessible to his employees, a legible copy of this Agreement in one of the official languages.

### 25. DESIGNATED AGENT(S)

The Council shall request the Minister to appoint or more specified persons as designated agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries, and examine such books, documents, wage sheets and pay tickets and to perform all such acts as may be necessary for ascertaining whether the conditions of the Agreement are being observed and complied with, and no person shall make a false statement to such Agent during the course of his investigation.

### 26. SECURING AN UNDERTAKING

(1) A designated agent who has reasonable grounds to believe that an employer has not complied with any provisions of this Collective Agreement shall endeavour to secure a written undertaking from the employer to comply with the provisions.

(2) In endeavouring to secure the undertaking, the designated agent—

- (a) may seek to obtain agreement between the employer and employee as to any amount owed to the employee in terms of this Collective Agreement;
- (b) may arrange for payment to an employee of any amount paid as a result of an undertaking;
- (c) may, at the written request of an employee, receive payment on behalf of the employee, and
- (d) shall provide a receipt for any payment received in terms of paragraph (c).

### 27. COMPLIANCE ORDER

(1) A designated agent who has reasonable grounds to believe that an employer has not complied with a provision of this Collective Agreement may issue a compliance order.

(2) A compliance order shall set out—

- (a) the name of the employer and location of every workplace to which it applies;
- (b) any provision of this Collective Agreement that the employer has not complied with, and details of the conduct instituting non-compliance;
- (c) any amount that the employer is required to pay to an employee;
- (d) any written undertaking by the employer in terms of clause 27 (1) and any failure by the employer to comply with a written undertaking;
- (e) any steps that the employer is required to take including, if necessary, the cessation of the contravention in question and the period within which those steps are to be taken.

(3) A designated agent shall deliver a copy of the compliance order to the employer named in it, and to each employee affected by it or, if this is impracticable, a representative of the employees.

(4) The employer shall display a copy of the compliance order prominently at a place accessible to the affected employees at each workplace named in it.

(5) An employer shall comply with the compliance order within the time period stated in the order unless the employer objects in terms of clause 29.

### 28. LIMITATIONS

A designated agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with a provision for his Collective Agreement if—

- (a) any proceedings have been instituted for the recovery of that amount or, if proceedings have been instituted, those proceedings have been withdrawn;
- (b) that amount has been payable for longer than 12 months.

### 29. OBJECTIONS TO COMPLIANCE ORDER

(1) An employer may object to a compliance order by making representations in writing to the Secretary within 21 days of receipt of that order.

(2) If the employer shows good cause at any time, the Secretary may permit the employer to object after the period of 21 days has expired.



- (3) After considering any representation by the employer and any other relevant information, the Secretary—
  - (a) may confirm, modify or cancel an order or any part of an order; and
  - (b) shall specify the period within which the employer is to comply with any part of an order that has been confirmed or modified.
- (4) The information that the Secretary shall consider includes—
  - (a) any evidence concerning the employer's compliance record;
  - (b) the likelihood that the employer was aware of the relevant provisions; and
  - (c) the steps taken by the employer to ensure compliance with the relevant provisions.
- (5) The Secretary shall serve a copy of the order made in terms of subclause (3) on the employer and on each employee affected by it or, if this is impracticable, on a representative of the employees.
- (6) If the Secretary confirms or modifies the order or any part of the order, the employer shall comply with that order within the time period specified in that order.

### 30. APPEALS AGAINST ORDER OF THE SECRETARY

- (1) An employer may appeal to the Labour Court against an order of the Secretary within 21 days of receipt of that order.
- (2) The order shall be suspended pending the final determination by the Labour Court of the appeal or of any appeal.
- (3) If the employer shows good cause at any time, the Labour Court may permit the employer to appeal after the period of 21 days has expired.

### 31. ORDER MAY BE MADE ORDER OF LABOUR COURT

- (1) The Secretary may apply to the Labour Court for a compliance order to be made an order of the Labour Court in terms of section 158 (1) (c) of the Labour Relations Act, 1995, if the employer has not complied with the order and has not appealed against the order in terms of clause 30 (1).
- (2) The Secretary may apply to the Labour Court for an order of the Secretary in terms of clause 29 (3) to be made an order of the Labour Court in terms of section 158 (1) (c) of the Labour Relations Act, 1995, if the employer has not complied with the order and has not appealed against the order in terms of clause 30 (1).
- (3) For the purposes of section 158 (1) (c) of the Labour Relations Act, 1995, a compliance order or an order in terms of clause 29 (3) shall be deemed to be an arbitration award.

### 32. CONSOLIDATION OF PROCEEDINGS

- (1) If an employee institutes proceedings for unfair dismissal, the Labour Court or the arbitrator hearing the matter may, in addition, determine any claim for an amount that is owing to that employee in terms of this Collective Agreement if—
  - (a) the claim is referred in compliance with section 191 of the Labour Relations Act, 1995;
  - (b) the amount has not been owing to the employee for longer than one year; and
  - (c) no compliance order has been made and no other legal proceedings have been instituted to recover the amount.
- (2) A dispute concerning any amount that is owing to an employee as a result of a contravention of this Collective Agreement may be initiated jointly with a dispute instituted by the employee over the entitlement to severance pay in terms of section 41 (6) of the Basic Conditions of Employment Act.

### 33. PAYMENT OF INTEREST

An employer shall pay interest on any amount due and payable in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), to any person to whom a payment should have been made.

### 34. PROOF OF COMPLIANCE

- (1) In any proceedings concerning a contravention of this Collective Agreement an employer shall—
  - (a) prove that a record maintained by or for that employer is valid and accurate;
  - (b) prove compliance with any provisions of this Agreement if he has failed to keep any record required by this Collective Agreement that is relevant to those proceedings.

### 35. MEMBERSHIP

- (1) No employer who is a member of the employers' organisation shall continue to employ an employee—
  - (a) who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement; or
  - (b) who does not become a member of the trade union within a period of 90 days from such date.
- (2) No member of the trade union, from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement, may continue his employment with an employer—
  - (a) who is not a member of the employers' organisation; or
  - (b) who does not within a period of 90 days after such date, or after the date of employment of the employee concerned where such employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

(3) The provisions of this clause shall not apply to persons who are not eligible for membership in terms of the Constitution of the trade union or employers' organisation, or who have been refused membership of, or have been expelled from, the trade union or the employers' organisation.

### 36. TRADE UNION REPRESENTATIVE ON THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

### 37. MONEYS PAYABLE TO EMPLOYERS' ORGANISATION AND TRADE UNION

(1) (a) Any employee who is a member of a representative trade union may authorise the employer in writing to deduct subscriptions or levies due to the trade union in terms of its constitution and as advised by the Secretary of the trade union from time to time.

(b) An employer who receives an authorisation and request in terms of subclause (1) (a) above shall begin making the authorised deductions as soon as possible and forward, in the form Annexure A hereto, the amount so deducted to the Secretary of the Bargaining Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or Box 26319, Arcadia, 0007, not later than the seventh day of each month and every month in which the deductions were made.

(c) An employee may revoke an authorisation given in terms of subclause (1) (a) by giving the employer and the representative trade union three months' written notice.

(d) An employer who receives a notice in terms of subclause (1) (c) shall continue making authorised deductions until the notice period has expired.

(2) (a) Every employer who is a member of the employers' organisation shall, during the month of December of each and every year, forward to the Secretary of the Council the annual specified dues in terms of the constitution of the employers' organisation.

(b) Every employer who is a member of the employers' organisation shall remit the monthly subscription, Development Fund Levies or any other levies to the Secretary of the Council not later than the seventh day of each and every month in the form Annexure A to this Agreement.

(3) Any amount received by the Council in terms of subclauses (1) (b) and (2) (a) and (b) shall be paid over to the union and employers' organisation, respectively, within 30 days' of receipt thereof.

### 38. CONTROL OF PREMISES

(1) No employer shall carry on the Hairdressing and Cosmetology Trade on premises—

- (a) that are not adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- (b) that are not fitted with washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material that is readily cleanable;
- (d) that are fitted with shelves, fittings or other fixtures that are not made of readily cleanable and durable material;
- (e) any parts of which are used as a sleeping apartment or a place for the storage or preparation of food, unless the part used for carrying on the Hairdressing and Cosmetology Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

(2) Every owner of a salon, and every person in charge of a salon, whether on a temporary or permanent basis, shall on demand disclose to a designated agent of the Council the name of the landlord or owner of the establishment on the premises of 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.

### 39. PROVISION OF EQUIPMENT

(1) (a) An employer shall provide, for the use of every employee, all tools and equipment necessary for the carrying out of his work, except the following:

- (i) Curling tongs;
- (ii) scissors;
- (iii) clippers;
- (iv) razors;
- (v) neck brushes;
- (vi) strop;
- (vii) razor hone;
- (viii) hand dryer;
- (ix) hairbrushes.

(b) Where the employer has instituted a dress code, fitting in with the colour scheme of his salon, he shall supply the required clothing to the employees.

(2) An employer shall comply at all times with all health legislation applicable in the area of operation.

#### 40. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and remain in force for the unexpired period of the Agreement.

#### 41. LETTER OF APPOINTMENT

(1) Every employer shall provide each new employee with a letter of appointment in the form of Annexure D to this Agreement, showing at least the following: The employee's full name, date of commencement of service, job description, basic salary, normal hours of work and probation period.

(2) A copy of such letter, signed by the employer and the employee, shall be retained by the employer and the employee, respectively.

#### 42. PROHIBITION OF EMPLOYMENT

(1) No employer shall employ any person under 15 years of age.

(2) A restriction of employment within two kilometres' radius for a period of six months for street salons and three kilometres' radius for shopping mall salons shall be implemented after the termination of the service of an employee.

(3) Subclause (2) shall not apply where a case of unfair dismissal is still pending.

#### 43. TRANSFER OF CONTRACT

(1) A contract of employment may not be transferred from one employer (referred to as the old employer) to another employer without the employee's consent unless—

(a) The whole or any part of a business, trade or undertaking is transferred by the old employer as a going concern; or

(b) the whole or part of a business, trade or undertaking is transferred as a going concern; or

(c) (i) If the employer is insolvent and being wound up or is being sequestered; or

(ii) Because the scheme of arrangements or compromise is being entered into to avoid winding up or sequestration for reasons of insolvency.

(2) (a) If a business, trade or undertaking is transferred in the circumstances referred to in subclause (1) (a), unless otherwise agreed, all rights and obligations between the old employer and each employee at the time of the transfer shall continue in force as if they were rights and obligations between the new employer and each employee;

(b) Anything done before the transfer by or in relations to the old employer shall be considered to have been done by or in relation to the new employer.

(3) (a) An agreement referred to in subclause (2) shall be concluded with a trade union whose members are likely to be affected.

(b) If there is no trade union, such agreement shall be concluded with each employee who is likely to be affected or with his nominated representative.

(4) A transfer referred to in sub-clause (1) shall not interrupt an employee's continuity of employment, and such employment shall continue with the new employer as if with the old employer.

(5) The provisions of this section shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of and sentenced for any offence.

#### 44. MEDICAL FUND

(1) The Council, having resolved that employers and employees in the Hairdressing and Cosmetology Trade may participate in a medical plan registered in terms of the Medical Schemes Act, 1967, (hereinafter referred to as "the Scheme") hereby authorises, for the purpose of implementing the objects set forth in the rules of the Scheme, the collection of contributions in accordance with the procedure detailed hereunder:

(a) Every employer shall each week or month, as the case may be, deduct from the wages of each of his employees, who has voluntarily applied in writing to participate in the Scheme, the amount calculated in terms of the Rules of the Scheme and notified to him by the administrators of the Scheme. To the amount so deducted the employer shall add the amount that has agreed to pay to the Scheme, if any, in respect of members of the Scheme in his employ.

#### 45. PENSION FUND

Membership of the United Association of South Africa Personal Care Sector Pension Fund shall be compulsory.

(1) Every employer shall at the end of each pay period deduct from the wages of every member of the scheme in his employ an amount equal to 75% of the agreed 7.5% contribution to the Pension Fund, according to the rules of the United Association of South Africa Personal Care Sector Pension Fund, underwritten by a registered insurance underwriter.

(2) Every employer shall contribute an amount equal to 25% of the agreed contributions to the Pension Fund of every member of the scheme in his employ, according to the rules of the United Association of South Africa Personal Care Sector Pension Fund.

(3) The amount so deducted in terms of sub-clause (1) and contributed in terms of subclause (2) shall be paid over within seven days to the Secretary of the Council, P.O. Box 26319, Arcadia, 0007.



**46. INTERPRETATION OF AGREEMENT**

(1) The Council shall be the body responsible for the administration of the Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and their employees.

(2) Any dispute that arises in the Hairdressing and Cosmetology Trade shall be referred to the Council to be dealt with in terms of the Act.

**47. RESOLUTION OF DISPUTES**

(1) The party who refers a dispute to the Council shall satisfy the Council that a copy of the referral has been served on all the other parties to the dispute.

(2) The Council shall attempt to resolve the dispute through conciliation.

(3) If the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.

**48. DISSOLUTION OF COUNCIL**

(1) In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Trust Account not being negotiated within a period of 12 months from the date of such expiration or the Trust Account not being transferred by the Council within such period to any other trust account constituted for the same purposes as that for which the original Trust Account was created, or in the event of the dissolution of the Council, the moneys standing to the credit of the Trust Account shall be refunded to the employers and employees who contributed to it.

(2) The Trust Account shall during the said period of 12 months or until such time as it is transferred to any other trust account referred to above or continued by a subsequent agreement, be administered by the Council.

(3) Any amount that cannot be disposed of in terms of this clause after the expiration of six months from the date it became payable to the person who was entitled thereto, shall be paid into the Council's general funds and if the Council has been dissolved by that date, such amount shall be dealt with in terms of sections 59 and 60 of the Act as if it formed a part of the General Funds of the Council.

Signed at Pretoria for and on behalf of the parties, this 25th day of April 2001.

**W. PIETERSEN**

Chairman of the Council

**D. S. CLUTTON**

Vice-Chairperson of the Council

**J. I. MBATHA**

Secretary of the Council

**ANNEXURE A****MONTHLY RETURN BY EMPLOYER****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

Please use the following address for all correspondence:

P.O. Box 26319

ARCADIA

0007

Telephone (012) 322-1692. Fax (012) 320-7824.

Name of contributor	Member number	Member key	Type of work	Union subs.	Salary	Council levy employee	Sundry expense levy	P/fund Employer	P/fund Employee	Total

Subtotals .....

**SUMMARY OF SALON CHARGES:**

Development Fund ..... R  
 Penalty levy ..... R  
 HCSIETB levy ..... R  
 EOHCBSundries ..... R

Salon charge .....	R	
Employer's entrance fee .....	R	
Employer's subscription .....	R	
Salon total .....	R	
Employee total .....	R	
Total amount this month .....	R	

This return MUST be settled by the seventh but certainly not later than 15th day of the current month for which the return is completed.

## OUTSTANDING ACCOUNT DETAILS

120 days	90 days	60 days	30 days	Current	Total due

SPECIAL COMMENTS: .....

## ANNEXURE B

## PAYSLIP

Employer .....

Employee .....

Wages for month/week ending .....

	R	C
Basic wage .....		
Commission % .....		
Sales commission .....		
Sundry .....		
GROSS TOTAL .....		
Less Pension .....		
TAXABLE TOTAL .....		
— PAYE .....		
— UIF .....		
— Trade union fees .....		
— Bargaining Council fees .....		
— Absence ..... days @ .....		
— Sundry .....		
TOTAL DEDUCTIONS .....		
NET SALARY .....		

Received by .....

*Signature*

## ANNEXURE C

## BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)

## CERTIFICATE OF SERVICE

No. ....

Name of salon .....

Address of salon .....

Name of employee (in full) .....

Sex ..... Age .....

Employed as.....  
 Wages ..... per week/per month  
 Date started.....  
 Date left.....

Remarks .....

.....  
*Signature of employer*

.....  
*Signature of employee*

**NB: A copy of this certificate to be forwarded to the Secretary of the Council.**

### CONTRACT OF EMPLOYMENT

I, Miss/Mrs/Mr.....  
 owner of salon.....  
 agreed to the following conditions of employment with:  
 Surname.....  
 Full names.....  
 ID Number:.....

Residential address: .....

Tel. Home (.....)..... or (.....).....

Occupation..... Salary R.....

Commencement date of service: 20...../...../.....

Whereas the parties have agreed upon the following:

#### 1. POSITION AND COMMENCEMENT

- 1.1 The employee shall be expected to perform all the services and/or duties associated with the said position. The employee undertakes to comply with all reasonable and lawful instructions of the salon that are consistent with the position.
- 1.2 The salon may include or exclude any task that may be necessary in the interests of the salon, at its discretion, in the spectrum of services and/or duties to be rendered by the employee on a temporary basis, subject to reasonable notice.
- 1.3 The employee warrants not only that he is capable and competent to perform the duties and/or services but also that he has the necessary skills and knowledge.

#### 2. PROBATION PERIOD

- 2.1 The employee's appointment shall be conditional for a period of four weeks from the day of appointment. Dismissal after the first two weeks would put the burden of proof on the salon. During the probation period the employee's health, conduct, skills, knowledge and performance shall be evaluated by the salon.
- 2.2 The employee agrees that failure to comply with any of the salon's standards during or at the conclusion of the probation period shall be sufficient reason for the salon to terminate the employee's employment.

#### 3. SALARY

- 3.1 The employee's basic monthly salary shall be R....., payable not later than 12:00 on the last working day of each month in arrears.
- 3.2 The employee's basic conditions of employment shall be annually reviewable at the discretion of the salon and shall be made subject to reasonable and acceptable performance by the employee.
- 3.3 Payment of the employee's monthly salary shall be made as arranged and shall be in cash or by uncrossed cheque.

#### 4. BENEFITS

- 4.1 Any bonus payment declared by the salon from time to time shall be entirely at the discretion of the salon in accordance with the criteria and qualifications of such payment, which shall also be discretionary.



- 4.2 Eligible membership of any pension fund or provident fund provided by the Council / Union shall be compulsory and subject to the rules of such funds.

## 5. CONDITIONS OF EMPLOYMENT

### Hours of work

- 5.1 The employee's normal hours of work shall be as follows:

	Commence	End	Lunch break
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

- 5.2 On account of the nature of duties and or seniority of the position the employee accepts that hours of work must be flexible and additional hours must be worked when necessary.

- 5.3 The employee agrees to a minimum lunch break of one hour.

## 6. HEALTH

- 6.1 The employee's good health and fitness to perform services and/or duties shall be conditions of employment.
- 6.2 If necessary the employee may be required to undergo a medical examination at the salon's expense if or it seems likely that ill health is adversely affecting the employee's performance. Should the employee prove not to be able to competently and/or properly execute the required duties for health reasons, the salon shall have the right to terminate the services of the employee.

## 7. SECURITY

- 7.1 The employee accepts the salon's security rules and regulations.
- 7.2 The employee formally declares that he has no criminal record in terms of Schedule 1 of the Criminal Procedures Act, 1977 (Act No. 51 of 1977).

## 8. CONFIDENTIALITY

- 8.1 The employee undertakes to keep confidential and not disclose any of the salon's trade secrets, confidential documentation, technical expertise and data, trade agreements, systems, chemical formulae, methods, software processes, client lists, programmes, marketing, technological and/or financial information, and/or any other confidential information, other than to persons employed or authorised by the salon who are required to know such secrets or information for the purposes of their employment and/or association with the salon, both during the continuance of employment hereunder or thereafter.
- 8.2 The employee hereby undertakes that he will not during or after his employment or the termination of his agreement, either in his personal or representative capacity solicit or in any way whatsoever entice any clients away from the salon.

## 9. GENERAL CONDUCT

- 9.1 The employee shall use his best endeavours to conduct, improve, extend, develop, promote, protect and preserve the business, interests, reputation and goodwill of the salon and shall carry out his services and/or duties in proper, loyal and efficient manner.
- 9.2 The employee undertakes to abide by *bona fide* work practices in relation to the salon and/or its clients and/or business associates within the Trade.
- 9.3 Both parties agree to make use of their best endeavours to enhance, promote and maintain industrial peace and harmony at the salon's workplace.

## 10. RULES AND REGULATIONS

- 10.1 The employee has the obligation to devote the whole of his time, attention and ability to the business of the salon and in all respects observe the lawful directions and requirements of the salon. The employee shall not be directly or indirectly employed by any other business concern in the Hairdressing and Cosmetology Trade without the knowledge and written permission of the salon.

- 10.2 The employee is required to disclose and declare all immediate, family, outside or other interest that is or may potentially be in conflict with the interests of the salon. The employee undertakes not to engage in activities that would detract from proper performance.
- 10.3 The employee undertakes to observe all the salon's procedures, rules and regulations. The salon may change any of its procedures, policies, rules and regulations at any time it deems fit in the interests of the salon, subject to reasonable notice to the employee.

#### 11. STATUS CHANGE

The employee shall notify the salon in writing within 14 days of any change of his status, inclusive of changes of his qualifications, marital status, number of dependants, address and/or telephone numbers.

#### 12. NOTICES

- 12.1 Any notice in writing to be served on the other party hereunder may be hand delivered or sent by registered post to the following address:

*For the employee's attention:*

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

*For the salon's attention:*

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

- 12.2 The above-mentioned addresses are accepted by both parties as being their respective *domicilium citandi et executandi* for all legal intents and purposes with regard to this agreement.

Both parties by signing hereby acknowledgement receipt of a copy of this agreement and confirm that they have read it or have had the contents read to them. Both parties have understood the contents thereof. Both parties undertake to hold themselves legally bound by this agreement and undertake to make use of their best endeavours to observe the provisions contained herein.

Thus done and signed at Pretoria, on behalf of the salon and by the employee, this .....day of ..... 20....., in the presence of the undersigned witnesses.

.....  
*On behalf of the salon*

.....  
*Witness*

.....  
*Employee's signature*

.....  
*Witness*

No. R. 682

27 July 2001

#### LABOUR RELATIONS ACT, 1995

#### CANCELLATION OF GOVERNMENT NOTICES

#### METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 305 of 6 April 2001, with effect from 01 August 2001.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 682****27 Julie 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: REGISTRASIE- EN ADMINISTRASIEFONDS  
KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 305 van 6 April 2001 in, met ingang van 01 Augustus 2001.

**M. M. S. MDLADLANA**

Minister van Arbeid

**No. R. 683****27 July 2001**

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND  
ADMINISTRATION RE-ENACTING AND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, is binding on the other employers and employees in the Industry, with effect from 01 August 2001 and for the period ending 31 March 2005.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 683****27 Julie 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE EN ADMINISTRASIE-  
FONDS HERBEKRAGTIGING- EN WYSIGINGS KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in Metaal- en Ingenieursnywerhede Bedingingsraad 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 Nywerheid, met ingang van 01 Augustus 2001 en vir die tydperk wat op 31 Maart 2005 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**Nota:** 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

**SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL REGISTRATION AND ADMINISTRATION  
EXPENSES COLLECTIVE AGREEMENT**

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

**Association of Electric Cable Manufacturer's of South Africa****Border Industrial Employer's Association****Bright Bar Association****Cape Engineers' and Founders' Association****Constructional Engineering Association (South Africa)****Covered Conductor Manufacturers' Association****Electrical Engineering and Allied Industries' Association****Electronics and Telecommunications Industries' Association**

**Ferro Alloy Producers' Association**  
**Gate and Fence Association**  
**Hand Tool Manufacturers' Association (HATMA)**  
**Iron and Steel Producers' Association of South Africa**  
**KwaZulu-Natal Engineering Industries' Association**  
**Lift Engineering Association of South Africa**  
**Light Engineering Industries' Association of South Africa**  
**Materials Handling Association**  
**Non-Ferrous Metal Industries' Association of South Africa**  
**Plastics Convertors' Association of S.A.**  
**Plumbers and Engineers, Brassware Manufacturers' Association**  
**Port Elizabeth Engineers' Association**  
**Pressure Vessel Manufacturers' Association of South Africa**  
**Radio, Appliance and Television Association of South Africa (RATA)**  
**Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association**  
**Sheetmetal Industries' Association of South Africa**  
**S.A. Electro-Plating Industries' Association**  
**S.A. Engineers' and Founders' Association**  
**S.A. Fastener Manufacturers' Association (SAFMA)**  
**S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)**  
**S.A. Pump Manufacturers' Association**  
**S.A. Reinforced Concrete Engineers' Association (SARCEA)**  
**S.A. Tube Makers' Association**  
**S.A. Valve and Actuator Manufacturers' Association (SAVAMA)**  
**S.A. Wire and Wire Rope Manufacturers' Association**

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

**Electronic and Metal Workers' Union of South Africa**  
**National Employees' Trade Union**  
**National Union of Metalworkers of South Africa (NUMSA)**  
**Metal and Electrical Workers' Union of S.A.**  
**M.W.U. Solidarity**  
**S.A. Electrical Workers' Association**  
**Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

hereinafter referred to as "the employees" or the "trade unions"), of the other part,  
being the parties to the Metal and Engineering Industrial Bargaining Council.

## **PART 1: GENERAL**

### **SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
  - (a) throughout the Republic of South Africa; and
  - (b) by all the employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively;
  - (c) for purposes of subclauses 5 (3) (c) and item (vi) of the definition of "employee" in terms of clause 3, the employers and employees therein referred to.



- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—
- (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
  - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
  - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (f) the Locksmith Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
  - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
  - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Province of the Cape of Good Hope and the Orange Free State;
  - (i) (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
    - (aa) commercial, plain, or lithographed containers for the packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
    - (ab) bottle, jar and other container closures;
    - (ac) plain or lithographed metal toys;
    - (ad) plain or lithographed display tablets;
  - (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container; and for the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging, transport or sale of products, and capable of being closed by means of a lid or a cap or any other type of closure;
  - (j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
  - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (4) Clauses 1 (1) (b), (2) and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 March 2005.

## 3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R. 651 of 8 May 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 10 of Parts I to IV of the former Agreement shall apply to employers and employees.

## 5. CLAUSE 3: DEFINITIONS

Substitute the following for the introductory paragraph under the definition of "employee":

"employee", in relation to Part II of this Agreement, and read with section 198 of the Act and the definition of "employee" in terms of section 1 of the Basic Conditions of Employment Act, 1997, means—

- (i) any person employed or engaged in the Iron, Steel, Engineering and Metallurgical Industries whose wages are scheduled in the Agreements listed in paragraphs (a), (b) and (c) hereof, or, if any of the said Agreements have expired, are scheduled therein;
- (ii) apprentices, trainees and watchmen, irrespective of their wage rates;
- (iii) persons engaged in operative processes and administrative staff, whose wage rates may not be scheduled in the Agreements listed in paragraphs (a), (b) and (c) hereof;
- (iv) in relation to Part III of the Agreement, subject to any definition of "employee" contained in any Agreement administered by the Council in terms of section 31 and 32 of the Act, means any person who is employed by or who works for any employer and who receives or is entitled to receive any remuneration;
- (v) any other person who in any manner assists in the carrying on or conducting of the business of the employer, and "employed" and "employment" have corresponding meanings;
- (vi) administrative staff (including those employed by employers who are not parties to the Council but fall within the scope of registration of the Council) in respect of the dispute resolution levy set out at subclause 5 (3) (c) hereunder.

## PART II

### 6. CLAUSE: CONTRIBUTIONS

Substitute the following for subclauses (3) and (4):

- "(3) (a) From the earnings of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct the following:
  - (i) 45 cents per week in respect of employees engaged on work classified below Rate DD in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate of R15,14 or less;
  - (ii) 68 cents per week in respect of employees engaged on work classified on Rate DD or above in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate in excess of R15,14.
- (b) To the amounts deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.
- (c) An amount of 30 cents from both employee and employer per week (including the employers and employees referred to in item (vi) of the definition of employee in clause 3 above).
- (4) In any establishment in which the total amount payable to the Council in terms of subclause (3) (a) and (b) hereof amounts to less than R45 per month, the employer shall make up the amount to R45 and forward the amount to the Council each month."

Signed at Johannesburg, for and on behalf of the parties, this 29th day of June 2001.

**D.A. CARSON**

Member

**C.M. HERR**

Member

**J. BEUKES**

Council Secretary.

**No. R. 686**

**27 July 2001**

BASIC CONDITIONS OF EMPLOYMENT ACT, No. 75 OF 1997

### EMPLOYMENT CONDITIONS COMMISSION: INVESTIGATION OF CONDITIONS OF EMPLOYMENT IN THE MARITIME SECTOR

In terms of section 52 (2) of the Basic Conditions of Employment Act, No. 75 of 1997, I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, give notice of the commencement of an investigation into conditions of employment in the Maritime Sector and invite written representation from members of the public.

The terms of reference for the investigation should be:

To investigate the Maritime sector with a view of establishing a sectoral determination which would include—

1. conditions of employment;
2. rates of remuneration.

For the purpose of this investigation, the maritime sector means:

Ocean and coastal fishing; fishing meaning—

- (a) searching for catching, taking or harvesting fish or an attempt to any such activity;



- (b) engaging in other activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish;
- (c) placing, searching for or recovering any fish aggregating device or associated gear, including radio beacons
- (d) any operation in support or in preparation of any activity described in this definition, or
- (e) the use of an aircraft in relation to any activity described in this definition.

Fishing hatcheries and fish farms means—

- (a) the operation of fish hatcheries producing oyster spat, mussel and other mollusk seeds, lobster lings, post larvae shrimp and other crust ocean seeds and fish fry and finger hugs;
- (b) the growing of laver and other edible seaweeds;
- (c) fish farming, the breeding, rearing and cultivation of oysters for pearls or food; and
- (d) service activities to operators of fish hatcheries or fish farms, while performed inland within the borders of the Republic of South Africa or the exclusive economic zone as defined in section 7 of the Maritime zones Act, No. 15 of 1994.

Interested persons are hereby given the opportunity of making written representation to the Director-General: Representation should reach the Department of Labour not later than 30 days of the date of publication of this notice. Representation should be addressed to:

Director: Employment Standards  
Department of Labour  
Private Bag X117  
PRETORIA  
0001

**M. M. S. MDLADLANA**  
Minister of Labour

**No. R. 687**

**27 July 2001**

**LABOUR RELATIONS ACT, 1995**

**BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE): EXTENSION OF PERIOD OF OPERATION OF THE BOLAND COLLECTIVE AGREEMENT**

I, Thembinkosi Mkalipi, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No. R. 1063 of 27 October 2000, for the period ending 31 July 2002.

**T. MKALIPI**

**Executive Manager: Collective Bargaining**

**No. R. 687**

**27 Julie 2001**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP) VERLENGING VAN TYDPERK VAN DIE KOLLEKTIEWE OOREENKOMS VIR DIE BOLAND**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (i) van die Wet op Arbeidsverhoudinge, 1995, die tydperk vasgestel in Goewermentskennisgewing No. R. 1063 van 27 Oktober 2000, met 'n verdere tydperk wat op 31 Julie 2002 eindig.

**T. MKALIPI**

**Uitvoerende Bestuurder: Kollektiewe Bedinging**

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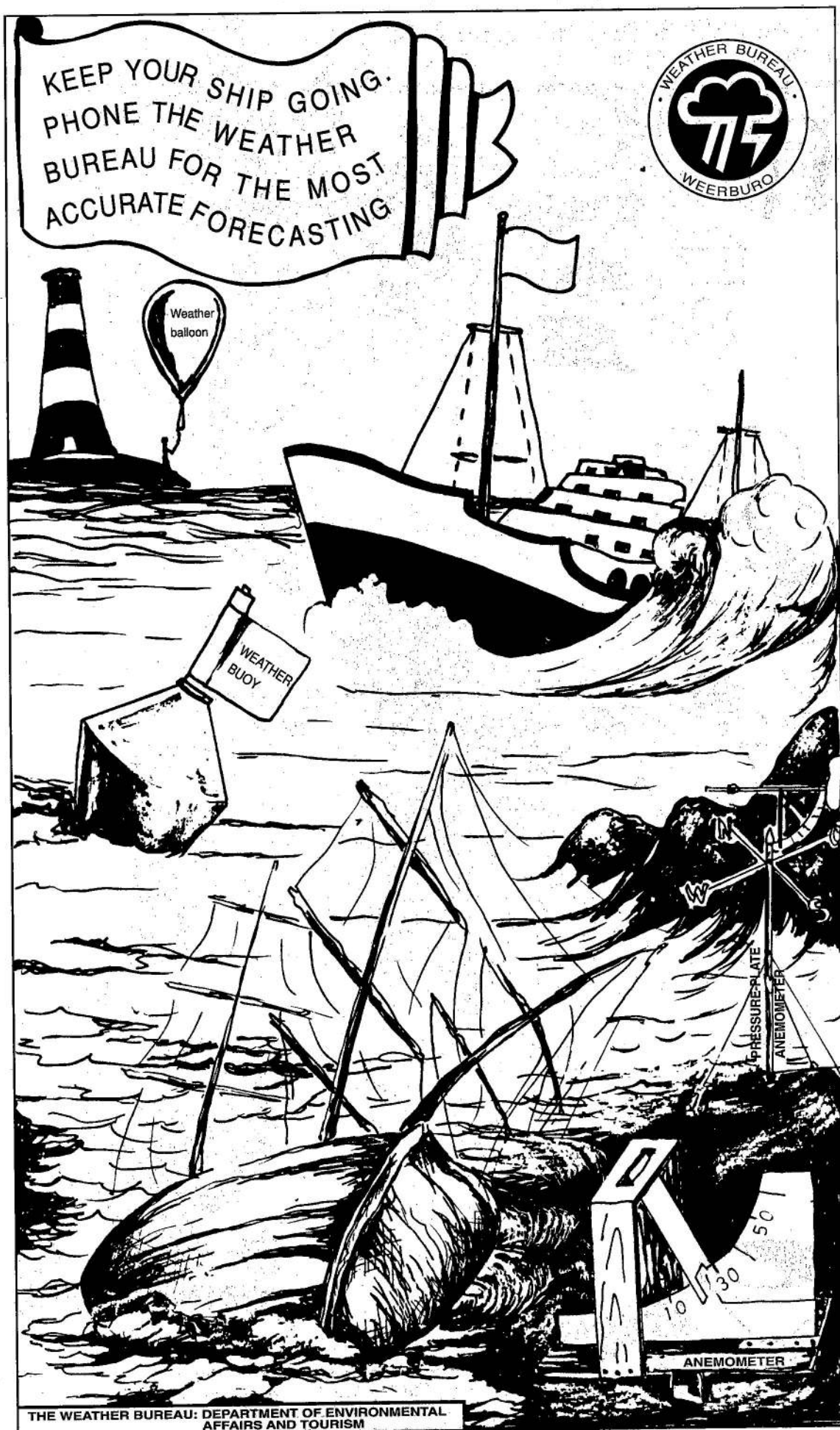
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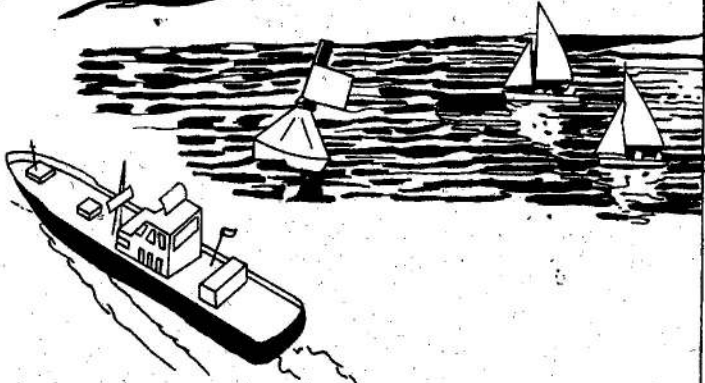
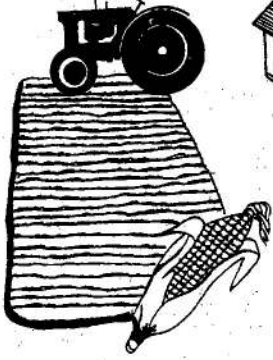
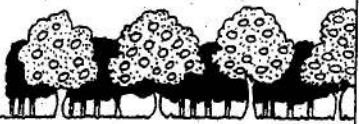
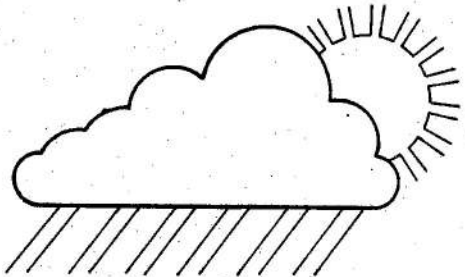
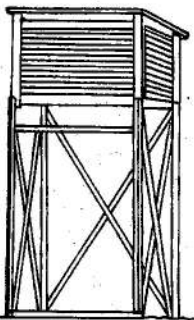
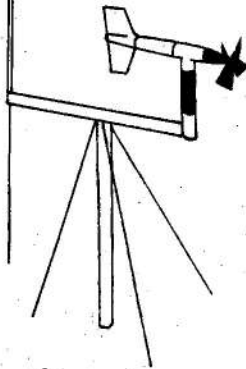


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