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## GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

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### DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 367

5 April 2002

AGRICULTURAL PESTS ACT, 1983  
(ACT No. 36 of 1983)

#### REGULATIONS: AMENDMENT\*

I, Angela Thokozile Didiza, Minister of Agriculture, acting under section 16 of the Agricultural Pests Act, 1983 ( Act No. 36 of 1983), hereby amend the regulations set out in the schedule.

A.T. DIDIZA,  
Minister of Agriculture.

**SCHEDULE****Definition**

1. In the Schedule "the Regulations" means the regulations published by Government Notice No. R.111 of 27 January 1984, as amended by Government Notices nos. R.2573 of 15 November 1985, R.2350 of 14 November 1986, R.100 of 16 January 1987, R.1521 of 14 July 1989, R.75 of 18 January 1991, R.1637 of 27 October 1995, R.1471 of 20 November 1998, R.665 of 28 May 1999, R.614 of 23 June 2000 and R.396 of 18 May 2001.

**Substitution of Table 1 of the Regulations**

2. The following table is hereby substituted for Table 1 of the Regulations:

**TABLE 1**  
**FEES PAYABLE**

NATURE OF SERVICE	TARIFF
1	2
<p>1. Inspection, at a time other than during the official hours of the executive officer, of controlled goods imported into the Republic. [Reg. 5 (2)]</p> <p>(i) Week days from 16:00 – 20:00 / 06:00 – 07:30 and Saturdays from 06:00 – 20:00</p> <p>(ii) Week days and Saturdays from 20:00 – 06:00, Sundays and public holidays</p>	<p>R160,00 for 30 minutes or portion thereof, including travelling time spent by each officer on the service</p> <p>R320,00 for 30 minutes or portion thereof, including travelling time spent by each officer on the service</p>
<p>2. Inspection of a quarantine area in respect of which an application, adaptation or withdrawal has been submitted. [Reg. 8 (a)]</p>	<p>R80,00 per 30 minutes or portion thereof, including travelling time spent on the service by each officer.</p>
<p>3. Test, examination or analysis of a sample taken during the course of the inspection of a quarantine area [Reg. 8 (b)]:</p> <p>(i) Test for occurrence of bacteria</p> <p>(ii) Test for occurrence of fungi</p> <p>(iii) Test for occurrence of phytoplasmas:</p> <p>(aa) PCR test</p> <p>(bb) ELISA test</p> <p>(cc) Hardwood indexing</p> <p>(iv) Test for occurrence of insects</p> <p>(v) Test for occurrence of viruses:</p> <p>(aa) ELISA test</p> <p>(bb) Herbaceous indexing</p> <p>(cc) Hardwood indexing</p> <p>(dd) (i) ICRT-PCR test</p> <p>(ii) RT-PCT</p> <p>(ee) ISEM</p> <p>(vi) Test for occurrence of nematodes</p>	<p>R210,00 per test</p> <p>R180,00 per test</p> <p>R210,00 per test</p> <p>R45,00 per test</p> <p>R180,00 per test</p> <p>R105,00 per test</p> <p>R45,00 per test</p> <p>R80,00 per sample</p> <p>R180,00 per test</p> <p>R125,00 per test</p> <p>R160,00 per test</p> <p>R150,00 per sample</p> <p>R130,00 per test</p>
<p>4. Appeal in terms of section 11 of the Act [Reg. 9 (3)]</p>	<p>R3 000,00 per appeal</p>

This amendment will come into operation on 1 April 2002



No. R. 367

5 April 2002

**WET OP LANDBOUPLAIE, 1983  
(WET No. 36 van 1983)****REGULASIES: WYSIGING\***

Ek, Angela Thokozile Didize, Minister van Landbou, handelende kragtens artikel 16 van die Wet op Landbouplae, 1983 (Wet No. 36 van 1983), wysig hiermee die regulasies soos in die bylae uiteengesit.

A.T. DIDIZA,  
Minister van Landbou.

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer in Goewermentskennisgewing No R.111 van 27 Januarie 1984, soos gewysig deur Goewermentskennisgewings Nos. R.2573 van 15 November 1985, R.2350 van 14 November 1986, R.100 van 16 Januarie 1987, R.1521 van 14 Julie 1989, R.75 van 18 Januarie 1991, R.1637 van 27 Oktober 1995, R.1471 van 20 November 1998, R. 665 van 28 Mei 1999, R.614 van 23 Junie 2000 en R.396 van 18 Mei 2001.

**Vervanging van Tabel 1 van die Regulasies**

2. Tabel 1 van die Regulasies word hierby deur die volgende tabel vervang:

**TABEL 1****GELDE BETAALBAAR**

AARD VAN DIENS	TARIEF
1	2
<p>Ondersoek, buite die amptelike kantoorure van die uitvoerende beampte, van beheerde goedere wat in die Republiek ingevoer is. [Reg. 5(2)]</p> <p>(i) Weeksdag van 16:00 – 20:00 / 06:00 – 07:30 en Saterdag van 06:00 – 20:00</p> <p>(ii) Weeksdag en Saterdag van 20:00 – 06:00, Sondag en Publieke vakansiedag</p>	<p>R160,00 vir 30 minute of gedeelte daarvan, ingeslote reistyd, deur elke beampte aan die diens gewy.</p> <p>R320,00 vir 30 minute of gedeelte daarvan, ingeslote reistyd, deur elke beampte aan die diens gewy.</p>
<p>1. Inspeksie van 'n kwarantengebied in verband waarmee 'n aansoek, aanpassing of intrekking van 'n instruksie ingedien is. [Reg. 8 (a)]</p>	<p>R80,00 per 30 minute of 'n gedeelte daarvan, ingeslote reistyd, deur elke beampte aan die diens gewy.</p>
<p>2. Toets, ondersoek of ontleding van 'n monster geneem in die loop van 'n inspeksie van 'n kwarantengebied [Reg. 8 (b)]:</p> <p>(i) Toets vir voorkoms van bakterieë</p> <p>(ii) Toets vir voorkoms van swamme</p> <p>(iii) Toets vir voorkoms van fitoplasmas:</p> <p>(aa) PCR toets</p> <p>(bb) ELISA toets</p> <p>(cc) Hardehoutindeksering</p> <p>(iv) Toets vir voorkoms van insekte</p> <p>(v) Toets vir voorkoms van virusse:</p> <p>(aa) ELISA toets</p> <p>(bb) Sagteplantindeksering</p> <p>(cc) Hardehoutindeksering</p> <p>(dd) (i) ICRT-PCR toets</p> <p>(ii) RT-PCR</p> <p>(ee) ISEM</p> <p>Toets vir voorkoms van aalwurms</p>	<p>R210,00 per toets</p> <p>R180,00 per toets</p> <p>R210,00 per toets</p> <p>R45,00 per toets</p> <p>R180,00 per toets</p> <p>R105,00 per toets</p> <p>R45,00 per toets</p> <p>R80,00 per monster</p> <p>R180,00 per toets</p> <p>R125,00 per toets</p> <p>R160,00 per toets</p> <p>R150,00 per monster</p> <p>R130,00 per toets</p>
<p>4. Appél ingevolge artikel 11 van die Wet [Reg. 9(3)]</p>	<p>R3 000,00 per appél</p>

Hierdie wysigings tree in werking op 1 April 2002

**No. R. 368**

**5 April 2002**

**AGRICULTURAL PESTS ACT, 1983  
(ACT No. 36 of 1983)**

**CONTROL MEASURES: AMENDMENT**

I, Angela Thokozile Didiza, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), hereby amend the control measures set out in the schedule.

A.T. DIDIZA,  
Minister of Agriculture.

**SCHEDULE****Definition**

1. In this Schedule "the Control Measures" means the control measures published in Government Notice no R.110 of 27 January 1984, as amended by Government Notices Nos. R.909 of 4 May 1984, R.1770 of 17 August 1984, R.845 of 12 April 1985, R.1518 of 12 July 1985, R.1442 of 11 July 1986, R.87 of 22 January 1988, R.1349 of 8 July 1988, R.1954 of 30 September 1988, R.2416 of 19 October 1990, R.18 of 4 January 1991, R.2840 of 29 November 1991, R.2269 of 14 August 1992, R.2876 of 16 October 1992, R.1560 of 20 August 1993, R.451 of 11 March 1994, R.1373 of 5 August 1994, R.1636 of 27 October 1995, R.1977 of 22 December 1995, R.2029 of 13 November 1996, R.1012 of 1 August 1997, R.288 of 27 February 1998, R.1470 of 20 November 1998, R.666 of 28 May 1999, R.1016 of 28 May 1999, R.613 of 23 June 2000, R.397 of 18 May 2001 and R.810 of 31 August 2001.

**Substitution of Table 10 of the Control Measures**

2. Table 10 of the Control Measures is hereby substituted with the following table:

**TABLE 10****FEES PAYABLE**

NATURE OF SERVICE	TARIFF
1	2
1. Inspection and simultaneous issuing of a permit to exempt someone from the stipulations of a Control Measure [Par. 4A(2)]	R80,00 per 30 minutes or portion thereof, including travelling time spent by each officer on the service.
2 Test, examination or analysis of a sample taken in the course of an inspection as intended in (1): (i) Test for the occurrence of bacteria (ii) Test for the occurrence of fungi (iii) Test for the occurrence of phytoplasmas: (aa) PCR test (bb) ELISA test (cc) Hardwood indexing (iv) Test for the occurrence of insects (v) Test for the occurrence of viruses (aa) ELISA test (bb) Herbaceous indexing (cc) Hard-wood indexing (dd) (i) ICRT-PCR test (ii) RT-PCR (ee) ISEM Test for the occurrence of nematodes	R210,00 per test R180,00 per test  R210,00 per test R45,00 per test R180,00 per test R105,00 per test  R45,00 per test R80,00 per sample R180,00 per test R125,00 per test R160,00 per test R150,00 per sample R130,00 per test

This amendment will come into operation on 1 April 2002.



**No. R. 368**

**5 April 2002**

**WET OP LANDBOUPLAE, 1983  
(WET No. 36 van 1983)**

**BEHEERMAATREëLS: WYSIGING**

Ek, Angela Thokozile Didiza, Minister van Landbou, handelende kragtens artikel 6 van die Wet op Landbouplae, 1983 ( Wet No. 36 van 1983), wysig hiermee die beheermaatreëls soos in die bylae uiteengesit.

**A.T. DIDIZA,**  
Minister van Landbou.

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Beheermaatreëls" die Beheermaatreëls gepubliseer in Goewermenskennisgewing no R.110 van 27 Januarie 1984, soos gewysig deur Goewermenskennisgewings Nos. R.909 van 4 Mei 1984, R.1770 van 17 Augustus 1984, R.845 van 12 April 1985, R.1518 van 12 Julie 1985, R.1442 van 11 Julie 1986, R. 87 van 22 Januarie 1988, R.1349 van 8 Julie 1988, R.1954 van 30 September 1988, R.2416 van 19 Oktober 1990, R.18 van 4 Januarie 1991, R.2840 van 29 November 1991, R. 2269 van 14 Augustus 1992, R.2876 van 16 Oktober 1992, R.1560 van 20 Augustus 1993, R.451 van 11 Maart 1994, R.1373 van 5 Augustus 1994, R.1636 van 27 Oktober 1995, R.1977 van 22 Desember 1995, R.2029 van 13 November 1996, R.1012 van 1 Augustus 1997, R. 288 van 27 Februarie 1998, R. 1470 van 20 November 1998, R.666 van 28 Mei 1999, R.1016 van 28 Mei 1999, R. 613 van 23 Junie 2000, R.397 van 18 Mei 2001 en R. 810 van 31 Augustus 2001.

**Vervanging van Tabel 10 van die Beheermaatreëls**

2. Tabel 10 van die Beheermaatreëls word hiermee deur die volgende tabel vervang:

**TABEL 10****GELDE BETAALBAAR**

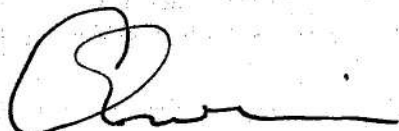
AARD VAN DIENS	TARIEF
1.	2.
1. Inspeksie en gelyktydige uitreiking van 'n permit om 'n persoon vry te stel van die bepalings van 'n beheermaatreël. [Par. 4A (2)]	R80,00 vir 30 minute of gedeelte daarvan, ingeslote reistyd van elke bampste daaraan gewy.
2. Toets, ondersoek of analisering van 'n monster geneem in die loop van 'n inspeksie soos bedoel in 1:	
(i) Toets vir die voorkoms van bakterië	R210,00 per toets
(ii) Toets vir die voorkoms van swamme	R180,00 per toets
(iii) Toets vir die voorkoms van fitoplasmas:	
(aa) PCR toets	R210,00 per toets
(bb) ELISA toets	R45,00 per toets
(cc) Hardehoutindeksering	R180,00 per toets
(iv) Toets vir die voorkoms van insekte	R105,00 per toets
(v) Toets vir die voorkoms van virusse:	
(aa) ELISA toets	R45,00 per toets
(bb) Sagteplantindeksering	R80,00 per monster
(cc) Hardehoutindeksering	R180,00 per toets
(dd) (i) ICRT-PCR toets	R125,00 per toets
(ii) RT-PCR	R160,00 per toets
(ee) ISEM	R150,00 per monster
(vi) Toets vir die voorkoms van Aalwurms	R130,00 per toets

Hierdie wysiging tree in werking op 1 April 2002.

**DEPARTMENT OF TRADE AND INDUSTRY****No. R. 374****5 April 2002****STANDARDS ACT, 1993****PROPOSED DECLARATION OF COMPULSORY SPECIFICATION FOR  
MEDIUM-VOLTAGE ELECTRIC CABLES**

It is hereby made known under section 22 (1) (a) (ii) of the Standards Act, 1993 (Act No. 29 of 1993), that the Minister of Trade and Industry intends to declare the specification for the safety of medium-voltage electric cables, as set out in the schedule to be a compulsory specification.

Any person who wishes to object to the intention of the Minister to thus declare the specification to be compulsory, shall lodge his objection in writing with the President, South African Bureau of Standards, Private Bag X191, Pretoria, 0001, on or before the date two (2) months after publication of this notice.



**A ERWIN**  
Minister of Trade and Industry

**SCHEDULE****PROPOSED COMPULSORY SPECIFICATION FOR THE SAFETY  
OF MEDIUM-VOLTAGE ELECTRIC CABLES****1 Scope**

This specification covers the requirements for single-core and three-core paper-insulated and XLPE-insulated cables with rated voltages in the range 3,3/3,3 kV to 19/33 kV, but excluding pressure-assisted cables.

**2 Definitions**

For the purposes of this specification, the definitions given in SABS 97 and SABS 1339 apply.

**3 Requirements****3.1 Medium voltage paper-insulated electric cables**

Medium voltage paper-insulated electric cables shall comply with the relevant requirements of SABS 97, *Electric cables – Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables)*, as published by Government Notice No. 973 (Government Gazette No. 21605) of 6 October 2000, as amended from time to time.

**3.2 Medium voltage XLPE-insulated electric cables**

Medium voltage XLPE-insulated electric cables shall comply with the relevant requirements of SABS 1339, *Electric cables – Cross-linked polyethylene (XLPE) insulated cables for rated voltages 3,8/6,6 kV to 19/33 kV*, as published by Government Notice No. 773 (Government Gazette No. 22577) of 24 August 2001, as amended from time to time.



No. R. 375

5 April 2002

**STANDARDS ACT, 1993****PROPOSED DECLARATION OF COMPULSORY SPECIFICATION FOR  
GAMING DEVICES AND ASSOCIATED APPARATUS**

It is hereby made known under section 22 (1) (a) (ii) of the Standards Act, 1993 (Act No. 29 of 1993), that the Minister of Trade and Industry intends to declare the specification for gaming devices and related apparatus, as set out in the schedule to be a compulsory specification.

Any person who wishes to object to the intention of the Minister to thus declare the specification to be compulsory, shall lodge his objection in writing with the President, South African Bureau of Standards, Private Bag X191, Pretoria, 0001, on or before the date two (2) months after publication of this notice.

**A ERWIN****Minister of Trade and Industry**

## SCHEDULE

# COMPULSORY SPECIFICATION FOR THE CONTROL OF GAMING DEVICES AND RELATED APPARATUS

## 1 Scope

This standard covers the constructional and operational requirements for gaming devices and related apparatus, including other general equipment to be used in premises licensed for the purpose of conducting gaming activities as specified by Licensing Authorities (LA).

This specification is also applicable to wagering record-keeping systems used by Bookmakers.

## 2 Definitions

For the purposes of this specification, the definitions given in SABS 1718 and its various parts apply.

## 3 Requirements

### 3.1 General requirements

- 3.1.1 Gaming devices and the operation thereof shall be sufficiently controlled that it is possible to ensure that gaming, gambling and bookmaking is:

Fair,  
Safe,  
Secure,  
Reliable,  
Auditable.

- 3.1.2 Taxation levies derived from the operation of gaming devices and related apparatus shall be able to be correctly calculated and collected by the relevant legislative authorities.

Note: The requirements specified in this standard are supplementary to and do not replace any of the requirements of relevant Acts or supporting Regulations of the Legislative Authorities (National and Provincial Gaming or Gambling Boards) in South Africa.

### 3.2 Particular requirements

Gaming devices and related apparatus that comply with a specific part of SABS 1718 are deemed to comply fully with the requirements of this standard. The gaming device or apparatus intended to be covered by a specific part of SABS 1718 is detailed in the scope of the specific part referred to.

No. R. 376

5 April 2002

## STANDARDS ACT, 1993

**REGULATIONS RELATING TO THE PAYMENT OF LEVY AND THE ISSUE OF SALES PERMITS  
IN REGARD TO COMPULSORY SPECIFICATION: AMENDMENT**

It is made known under section 37 of the Standards Act, 1993 (Act No. 29 of 1993), that the Minister of Trade and Industry hereby, with effect from date of publication, amends Schedule 2 of the Regulations published by Government Notice No. R999 of 3 May 1985, by the deletion of the existing tariffs for Electronic and Electrical Household Appliances, and the substitution thereof of the tariffs set out in the Schedule.

**SCHEDULE**

DESCRIPTION	LEVY UNIT	TARIFF PER UNIT (R)
PORTABLE TELEVISION ANTENNAE	ITEM	0,10
AUDIO EQUIPMENT,, eg HI-FI SYSTEMS, RADIOS, ETC	ITEM	0,25
VISUAL EQUIPMENT, eg. TV's, VCR,s, DVD PLAYERS, ETC	ITEM	0,90
LUMINAIRES AND LIGHTING APPLIANCES, eg. FLUORESCENT, FIXED, PORTABLE, HAND-HELD LIGHTING CHAINS, FLOOD LIGHTS, CHRISTMAS TREE LIGHTING SETS, ETC	ITEM	0,20
HAND-HELD ELECTRIC POWER TOOLS, eg. LATHES, SAWS, GRINDERS, DRILLS, ETC, ELECTRIC GARDENING AND AGRICULTURAL EQUIPMENT	ITEM	0,40
TRANSPORTABLE MOTOR OPERATED TOOLS, eg. TABLE SAWS, THICKNESS PLANERS, ETC	ITEM	1,05
APPLIANCES - SMALL eg . VACUUM CLEANERS, HEATERS, ELECTRIC IRONS, HEATED BLANKETS, FANS, HAIRDRYERS, KETTLES, MOTOR-OPERATED APPLIANCES, INSTANTANEOUS WATER HEATERS,, SOLDERING IRONS ETC.	ITEM	0,17
APPLIANCE - LARGE eg. REFRIGERATORS, FREEZERS, STOVES, DISHWASHERS, WASHING MACHINES, TUMBLE DRYERS, AIR- CONDITIONING UNITS, CATERING EQUIPMENT, GEYSERS, MICROWAVE OVENS, ETC	ITEM	0,83
INFORMATION TECHNOLOGY EQUIPMENT, eg. COMPUTERS, MONITORS, PRINTERS, COPIERS, FAX MACHINES, SCANNERS, BATTERY CHARGERS FOR I.T., TELEPHONES, MODEMS ETC	ITEM	0,65

No. R. 412

5 April 2002

**STANDARDS ACT, 1993****REGULATIONS RELATING TO THE PAYMENT OF LEVY AND THE ISSUE OF SALES PERMITS  
IN REGARD TO COMPULSORY SPECIFICATION: AMENDMENT**

It is made known under section 37 of the Standards Act, 1993 (Act No. 29 of 1993), that the Minister of Trade and Industry hereby, with effect from date of publication, amends Schedule 2 of the Regulations published by Government Notice No. R999 of 3 May 1985, by the deletion of the existing tariffs for Electrical and Electronic Components, and the substitution thereof of the tariffs set out in the Schedule.

**SCHEDULE**

DESCRIPTION	LEVY UNIT	TARIFF PER UNIT (R)
ELECTRIC CABLES FOR FIXED INSTALLATIONS	Kg	0,01



## DEPARTMENT OF HEALTH

No. R. 393

5 April 2002

## PHARMACY ACT, 1974 (ACT NO. 53 OF 1974)

## LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING COMMUNITY SERVICE BY PHARMACISTS IN THE YEAR 2003

The Minister of Health has, in terms of regulation 3 of the Regulations relating to Performance of Pharmaceutical Community Service, listed the following approved facilities for purposes of the profession of a pharmacist:

Note: the asterisk (\*) = with rural allowance

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Cacadu	Andries Vosloo Hospital Midland Hospital Port Alfred Hospital PZ Meyer Hospital
	Ukhahlamba	Aliwal North Hospital* Burgersdorp Hospital* Steynsburg Hospital* Barkly East Hospital Empilisweni Hospital* Umlamli Hospital* T Bequest Hospital*
	Amatole	Bedford Hospital* Bisho Hospital Grey Hospital Madwaleni Hospital* Butterworth Hospital* Cecilia Makiwane Hospital Fort Beaufort Hospital* Cathcart Hospital* Frere Hospital Nompumelelo Hospital* SS Gida Hospital* Tafalofefe Hospital* Tower Hospital* Victoria Hospital*

	<b>Chris Hani</b>	All Saints Hospital* Cala Hospital* Cofimvaba Hospital* Cradock Hospital* Elliot Hospital* Frontier Hospital* Glen Grey Hospital* Komani Hospital* Mjanyana Hospital*
	<b>Alfred Nzo</b>	Mary Terese Hospital* Mount Ayliff Hospital* Rietvlei Hospital* St Margaret's Hospital* Umzimkulu Hospital*
	<b>Nelson Mandela Metropole</b>	PE Pharmaceutical Depot Elizabeth Donkin Hospital
	<b>OR Tambo</b>	Bambisani Hospital Bedford Orth Hospital Canzibe Hospital Greenville Hospital Holy Cross Hospital Isilimela Hospital Nercy Knight Hospital Sipetu Hospital St Barnabas Hospital St Elizabeth's Hospital St Lucy's Hospital St Patrick's Hospital Umtata Cen Hospital Umtata Pharmaceutical Depot Zitulele Hospital
<b>FREE STATE</b>		Universitas Hospital Oranje Hospital Jagersfontein Hospital Smithfield Hospital Zastron Hospital Petrusburg CHC Pelonomi Hospital National Hospital Moroka Hospital Botchabelo Hospital Ladybrand Hospital MUCCP CHC Heidedal CHC Wepener CHC Goldfields Regional Hospital Kopano CHC Winburg Hospital Virginia Hospital Hoopstad Hospital Odendaalrus Hospital Bothaville Hospital

		Boitumelo Hospital Zamdela CHC Viljoenskroon CHC (PAX) Kroonstrad Health Complex Heilbron Hospital Frankfort Hospital Koppies CHC Bethlehem Regional Hospital Manapo Hospital Elizabeth Ross Hospital Harrismith Hospital Phekolong Hospital Reitz Hospital Senekal Hospital Vrede Hospital Clocolan Hospital Medical Depot
<b>NORTHERN CAPE</b>	<b>Diamondfields</b>	Kimberley Hospital Hartswater Hospital Galeshewe Hospital
	<b>Upper Karoo</b>	Prieska Hospital De Aar Hospital
	<b>Lower Orange</b>	Upington Hospital Postmasburg Hospital
	<b>Namaqualand</b>	Calvinia Hospital
	<b>Kalahari</b>	Kuruman Hospital
<b>GAUTENG</b>	<b>Region A</b>	Carletonville Hospital Central Wits Region Chris Hani Baragwanath Hospital Coronation Hospital Dr Yusuf Dadoo Hospital Edenvale General Hospital Helen Joseph Hospital Johannesburg Hospital Leratong Hospital Medical Supplies Depot Siswe Tropical Disease Hospital South Rand Hospital Sterkfontein Hospital The H Moross Centre West Rand Region

	<b>Region B</b>	East Rand Region Far East Rand Hospital Germiston Hospital Kopanong Hospital Natalspruit Hospital Pholosong Hospital Sebokeng Hospital Tambo Memorial Hospital Tembisa Hospital Vaal Region
	<b>Region C</b>	Ga-Rankuwa Hospital Kalafong Hospital Mamelodi Hospital Pretoria Academic Hospital Pretoria Regional Pharmacy Pretoria-West Hospital Weskoppies Hospital
<b>MPUMALANGA</b>	<b>Ehlanzeni</b>	Themba Hospital Rob Ferreira Hospital Sabie Hospital Lydenburg Hospital Shongwe Hospital Tonga Hospital Barberton Hospital Matibidi Hospital
	<b>Nkangala District</b>	Witbank Hospital Middelburg Hospital Philadelphia Hospital KwaMhlanga Hospital Groblersdal Hospital Mmametlhake Hospital Impungwe Hospital Bernice Samuel Hospital (Delmas) HA Grove Hospital (Belfast)
	<b>Eastvaal District</b>	Ermelo Hospital Evander Hospital Bethal Hospital Carolina Hospital Embhuleni Hospital Standerton Hospital Piet Retief Hospital Elsie Ballot Hospital (Amesfoort) Amajubu Hospital (Volksrust)



<b>KWAZULU-NATAL</b>	<b>A (Ugu/Port Shepstone)</b>	East Griqualand & Usher Memorial H Tayler Bequest Hospital St Andrews Hospital GJ Crookes Hospital Murichson Hospital Port Shepstone Hospital
	<b>B (Ndlovu/(Pietermaritzburg))</b>	Applebosch Hospital Christ the King Hospital East Street CHC Edendale Hospital Northdale Hospital Grey's Hospital Greytown Hospital Midland Hospital Complex Fort Napier H Town Hill H Umgeni H Underberg CHC St Appolinaris Hospital Untunjambili Hospital Polela CHC
	<b>C (Uthulela/Ladysmith)</b>	Ladysmith Hospital Emmaus Hospital Estcourt Hospital
	<b>D (Zululand/Ulundi)</b>	Benedictine Hospital Ceza Hospital St Francis Hospital Nkonjeni Hospital Itshelejuba Hospital Vryheid Hospital
	<b>F (Ilembe/Durban)</b>	Addington Hospital Bothas Hill Hospital Clairwood Hospital Hillcrest Hospital Inanda CHC King Edward VIII Hospital

		King George V Hospital KwaDebeka Community Health Centre KwaMashu Polyclinic Mahatma Ghandi Memorial Hospital Montebello Hospital Prince Mshiyeni Memorial Hospital Osindisweni Hospital Phoenix Community Health Centre RK Khan Hospital Stanger Hospital Tongaat Community Health Centre Umphumulo Hospital Wentworth Hospital Ndwedwe CHC
	<b>G</b>	Charles Johnson Memorial Church of Scotland Hospital Dundee Hospital Madadeni Hospital Newcastle Hospital Utrecht Hospital
	<b>E/H (Uthungulu/Jozini- Empangeni)</b>	Bethesda Hospital Catherine Booth Hospital Ekombe Hospital Empangeni Hospital Eshowe Hospital Hlabisa Hospital Manguzi Hospital Mbongolwane Hospital Mosvold Hospital Mseleni Hospital Ngwelezane Hospital Nkandla Hospital Kwa Magwaza
<b>NORTHERN PROVINCE</b>		Ellisras / Witpoort Complex
		FH Odendaal Hospital
		Thabazimbi Hospital
		Warmbaths Hospital
		George Masebe / Mokopane / Voortrekker Complex
		Botlokwa / Seshego Complex
		Dr MM Mphahlele / Lenbowakgomo / Thabamopoo Complex
		Donald Frazer / Hayani / Tshilidzini Complex
		Dr CN Phatudi / Letaba / Sekororo / Shaluvana Complex
		Helen Frans / WF Knobel Complex
		Elim/ Louis Trichardt Complex
		Malamulele / Nkhensani Complex

		Messina / Siloam Complex
		Kgapane / Duivelskloof / van Velden Complex
		Maphutha L Malatji / Phalaborwa Complex
		Mapumaleng / Tintswalo Complex
		Dilokong / HC Boshoff / Meclenburg Complex
		St Ritas's / Jane Furse / Matlaka Hospital
<b>NORTH WEST</b>	<b>Vryburg</b>	Taung Hospital and District Tshwaragano Hospital and District Ganyesa Hospital and District
	<b>Mafikeng</b>	Gelukspan Hospital and District Zeerust Hospital and District Mafikeng Provincial Hospital and District
	<b>Bojanala</b>	Rustenburg Provincial Hospital Jubilee Hospital and District Moretelelesi Hospital and District George Stegman Hospital and Mogwase District Odi Hospital and District
	<b>Southern</b>	Wolmaranstad Hospital and District Klerksdop/Tshepong Hospital Complex and District Potchefstroom Hospital and District
<b>WESTERN CAPE</b>	<b>Metro</b>	Victoria Hospital Conradie Hospital Hottentots Holland Hospital False Bay Hospital Karl Bremer Hospital Somerset Hospital Westfleur Hospital GF Jooste Hospital Comm Health Centres
	<b>Academic</b>	Tygerberg Hospital Groote Schuur Hospital Red Cross Hospital
	<b>Psychiatric</b>	Valkenberg Hospital
	<b>West Coast</b>	Picketberg cluster Paarl Hospital Complex Clanwilliam cluster Vredenburg Hospital Vredendal Hospital
	<b>Head Office</b>	Cape Medical Depot

	<b>Boland</b>	Swellendam Hospital Eben Donges cluster Caledon Hospital Ceres Hospital Regional Office Depot Montague Hospital
	<b>South Cape</b>	Oudtshoorn Hospital Regional Office Depot Beaufort West Hospital
<b>DEPARTMENT OF CORRECTIONAL SERVICES – PRISONS (pharmacy)</b>		
	<b>Mpumalanga</b>	Baberton Prison (pharmacy)
	<b>Western Cape</b>	Brandvlei Prison (pharmacy) Drakenstein Prison (pharmacy) Pollsmoor Prison (pharmacy)
	<b>Eastern Cape</b>	East London Prison (pharmacy) St. Albans Prison (pharmacy) Umtata Prison (pharmacy)
	<b>Free State</b>	Grootvlei Prison (pharmacy) Kroonstad Prison (pharmacy) Groenpunt Prison (pharmacy)
	<b>Gauteng</b>	Boksburg Prison (pharmacy) Johannesburg Prison (pharmacy) Leeuwkop Prison (pharmacy) Pretoria Prison (pharmacy)
	<b>KwaZulu-Natal</b>	Pietermaritzburg Prison (pharmacy) Durban Prison (pharmacy)
<b>SOUTH AFRICAN MILITARY HEALTH SERVICE (SAMHS)</b>		
	<b>1 Military Hospital</b>	1 Military
	<b>Northern Province</b>	Vuvuni Sick Bay Hoedspruit Sick Bay Pietersburg Sick Bay
	<b>Gauteng</b>	Military Health Depot Waterkloof Sick Bay Dunnottar Sick Bay Lenz Sick Bay Doornkop Sick Bay Wonderboom Sick Bay
	<b>Mpumalanga</b>	Nelspruit Sick Bay
	<b>KwaZulu-Natal</b>	Durban Military Base Hospital Mtubatuba Sick Bay
	<b>Orange Free State</b>	Kroonstad Sick Bay
	<b>2 Military Hospital</b>	2 Military
	<b>Eastern Cape</b>	Umtata Sick Bay Port Elizabeth Sick Bay
	<b>Northern Cape</b>	Upington Sick Bay Lohatla Sick Bay
	<b>Western Cape</b>	Gordon's Sick Bay
	<b>3 Military Hospital</b>	3 Military

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	<b>North West</b>	Potchefstroom Milliatry Base Hospital Zeerust
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**Abbreviations used in table:**

AAH = Association Academic Hospital

CHC = Community Health Centre

DC = District

L/A = Local Authority

PHC = Primary Health care

H = Hospital

**N.B** Community service pharmacists may rotate to health centres and clinics attached to each facility listed above.

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**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT  
DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING****No. R. 402****5 April 2002**

JUDICIAL SERVICE COMMISSION ACT, 1994 (ACT No. 9 OF 1994)

**PROCEDURE OF COMMISSION**

Under section 5 of the Judicial Service Commission Act, 1994 (Act No. 9 of 1994), I, Penuell Mpapa Maduna, Minister for Justice and Constitutional Development, hereby make known the amendment to the particulars of the procedure of the Judicial Service Commission, which the Judicial Service Commission has determined in terms of section 178 (6) of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996), in the Schedule.

**P. M. MADUNA****Minister for Justice and Constitutional Development****SCHEDULE****Definitions**

1. In this notice "the Procedure" means the procedure of the Judicial Service Commission published by Government Notice No. R. 114 of 2 February 1996, as amended by Government Notice No. R. 795 of 13 June 1997.

**Amendment of paragraph 3 of the Procedure**

2. Paragraph 3 of the Procedure is hereby amended by the insertion after paragraph 3 of the following paragraph:

**"Transfer of judges from one High Court to another**

3A. (1) A judge of a High Court who wishes to be transferred to another High Court may be considered for such transfer only if a vacancy occurs in the Court to which she or he seeks to be transferred and such vacancy is advertised by the Commission.

(2) A judge seeking such transfer shall be required to apply for such vacancy, to complete the standard questionnaire for judges and to be interviewed by the Commission in the normal course together with other candidates.

(3) A transfer of such judge may only be effected after a decision of the Commission recommending such transfer."

**No. R. 402****5 April 2002**

WET OP DIE REGTERLIKE DIENSKOMMISSIE, 1994 (WET No. 9 VAN 1994)

**PROSEDURE VAN KOMMISSIE**

Kragtens artikel 5 van die Wet op die Regterlike Dienskommissie, 1994 (Wet No. 9 van 1994), maak ek, Penuell Mpapa Maduna, Minister vir Justisie en Staatskundige Ontwikkeling, hierby die wysiging aan die besonderhede van die prosedure bepaal deur die Regterlike Dienskommissie, wat deur die Regterlike Dienskommissie ingevolge artikel 178 (6) van die Grondwet van die Republiek van Suid-Afrika, 1996 (Wet No. 108 van 1996), in die Bylae bepaal is, bekend.

**P. M. MADUNA****Minister van Justisie en Staatskundige Ontwikkeling****BYLAE****Woordomskeywing**

1. In hierdie kennisgewing beteken "die Prosedure" die prosedure van die Regterlike Dienskommissie gepubliseer by Goewermmentskennisgewing No. R. 114 van 2 Februarie 1996, soos gewysig deur Goewermmentskennisgewing No. R. 795 van 13 Junie 1997.

**Wysiging van paragraaf 3 van die Prosedure**

2. Paragraaf 3 van die Prosedure word hierby gewysig deur die invoeging na paragraaf 3 van die volgende paragraaf:

**"Oorplasing van regters van een Hoë Hof na 'n ander**

3A. (1) 'n Regter van 'n Hoë Hof wat na 'n ander Hoë Hof oorgeplaas wil word, kan vir sodanige oorplasing oorweeg word as 'n vakante pos in die Hof waarna hy of sy verlang om oorgeplaas te word, ontstaan en sodanige vakante pos deur die Kommissie geadverteer word.

(2) 'n Regter wat oorgeplaas wil word, moet om die vakante pos aansoek doen, die standaard vraelys vir regters invul en die Kommissie moet 'n onderhoud op die normale wyse met die regter saam met die ander kandidate voer.

(3) 'n Oorplasing van sodanige regter kan slegs ten uitvoer gebring word na 'n beslissing van die Kommissie wat sodanige oorplasing aanbeveel."



**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

**No. R. 357****5 April 2002**

LABOUR RELATIONS ACT, 1995

**HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL—KWAZULU-NATAL: EXTENSION OF MAIN  
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 Hairdressing and Cosmetology Bargaining Council, KwaZulu-Natal, 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 8 April 2002, and for the period ending 31 July 2004.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 357****5 April 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPERS- EN KOSMETOLOGIE BEDINGINGSRAAD—KWAZULU-NATAL: UITBREIDING VAN KOLLEKTIEWE  
HOOFOOREENKOMS 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 hierby verskyn en wat in die Haarkappers- en Kosmetologie Bedingingsraad, KwaZulu-Natal 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 8 April 2002, en vir die tydperk wat op 31 Julie 2004 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**SCHEDULE**

**HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**

**MAIN 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 and 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 "trade union"), of the other part, being the parties to the

**Hairdressing and Cosmetology Bargaining Council, KwaZulu-Natal**

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### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Industry—
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
  - (b) in the Magisterial Districts of Durban and Inanda, excluding those areas falling within the former self-governing territory of KwaZulu.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
  - (a) apprentices in so far as such terms are not inconsistent with Conditions of Apprenticeship published under the Skills Development Act, No. 97 of 1998 or any contract entered into or any conditions fixed thereunder;
  - (b) learnership under the Skills Development Act, No. 97 of 1998 or any contract entered into or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to casual employees.
- (4) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, 3 (2), 20 (2), 24 (4), 25, 26 (5) (a) (i) and 27.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, and shall remain in force until 31 July 2004.

### 3. INDUSTRIAL ACTION

- (1) No person bound by the provisions of this collective Agreement entered into by the parties shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for the duration thereof.
- (2) Closed shop provisions:
  - (a) An employer who is a member of the employers' organisation may not employ an employee who, while being eligible for membership of the trade union, is not a member of the trade union or who does not become a member of the trade union within 90 days from the date of entering into employment.
  - (b) No member of the trade union may continue in employment with an employer who is not a member of the employers' organisation or who does not within 90 days after the date of employment of the employee becomes a member of the employers' organisation.
  - (c) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of such immigrant's entry into the Republic of South Africa. If an immigrant has at any time after the first 3 months of commencement of employment refused an invitation from the trade union to become a member of the provisions of clause 3 (2) (a) shall immediately come into operation.
  - (d) The provisions of clause 3 (2) (b) shall not apply to persons who are not, in terms of the union's constitution, eligible for membership, or who have been refused membership or who have been expelled from the union.
  - (e) No membership subscription or levy deducted may be—
    - (i) paid to a political party as an affiliation fee;
    - (ii) contributed in cash or kind to a political party or a person standing for election to any political office; or
    - (iii) used for any expenditure that does not advance or protect the socio-economic interests of employees.

### 4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Act, shall have the same meaning as in the Act. Any reference to an act shall include any amendments of such Act and, unless the contrary intention appears, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural, and vice versa; and further, unless inconsistent with the context—

**"abscond"** means to be absent from work for a period in excess of six consecutive working days without informing or notifying the employer of the reasons therefor, or deserting employment for reasons unknown to the employer;

**"Act"** means the Labour Relations Act, 1995 (Act No. 66 of 1995), and any statutory modification or replacement thereof, and includes any regulation made thereunder;

**"apprentice"** means an employee serving under a written contract of apprenticeship, registered under the Personal Care Chamber of Services SETA and includes a minor;

**"casual employee"** means any employee who substitutes for any permanent employee who is employed in the manner and for the purpose set out in clause 11 (4);

**"commission"** means any amount due to an employee in terms of a commission agreement between an employer and his employee in terms of clause 12;

**"cosmetologist"** means any person who performs any act contemplated by the definition of cosmetology;

**"Council"** means the Hairdressing and Cosmetology Bargaining Council KwaZulu-Natal registered in terms of section 29 of the Act;

**"establishment"** means any premises in which hairdressing and/or cosmetological services are or are to be rendered;

**"ETQA"** means the Education and Training Quality Authority;

**"general assistant"** means an employee employed in cleaning and/or sweeping premises, running errands, providing refreshments to the staff and customers of an establishment, washing dishes and washing utensils and/or toilet requisites and/or protective garments or towels;

**"hairdresser"** means any person who, for the acquisition of gain, on his or her own account, or in partnership, or as an employee, performs, or directly or indirectly advertises that he or she performs, any one or more of the operations defined as hairdressing;

**"hairdressing trade"** or **"hairdressing industry"** means the industry as defined and set out in the certificate of registration issued to the Council in terms of section 29 of the Labour Relations Act No. 66 of 1995, as contained in clause 5 of this Agreement.

**"learner hairdresser"** means any employee, excluding an apprentice, who is in training under a written learnership contract registered with the Council.

**"manicurist and/or beauty culturist"** means an employee engaged in manicuring and/or massage or stimulation or other treatment of the face, scalp and body;

**"non-working employer"** means any employer who is the owner or proprietor of a hairdressing and cosmetology salon, if such owner or proprietor is a company or close corporation or a natural person who is not entitled in terms of this Agreement to a certificate personally to practise hairdressing;

**"ordinance"** means an ordinance of any province of the Republic of South Africa having local application to any establishment, and includes any statutory modification or replacement thereof and any regulation made thereunder;

**"part-time employee"** means an employee employed under a licence of exemption in terms of clause 18, whose contract of employment provides for his being employed for a continuous period of three days or more, but for not more than 22 hours in the aggregate in any one week;

**"permitted trading hours"** means the hours during which trading in an establishment is permitted in any area by virtue of the provisions of any ordinance;

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

**"prescribed wage"** means the amount of money payable or paid to an employee in terms of clause 13 in respect of the ordinary hours of work specified in clause 14 (1):

Provided that where an employer regularly pays an employee in respect of the hours of work prescribed in clause 14, an amount higher than that so prescribed, it means such higher amount; and for the purposes of this definition, "regularly" means two consecutive payments: Provided further that—

- (a) any amount payable to an employee in respect of commission in terms of clause 12, or a bonus, whether or not these amounts vary from month to month, shall be regarded as wages payable in terms of clause 13; and
- (b) for the purposes of payment in respect of public holidays, annual leave and pro rata holiday pay in terms of clause 19 and commission payable in terms of clause 12 shall not be regarded as wages payable in terms of clause 13;

**"qualified hairdresser"** means a person who—

completed a contract of apprenticeship before 1 January 1994; or holds a Trade Test certificate issued by the Centre Of Trade Tests; or holds a certificate of proficiency under the Training of Artisans Act, 1951; or holds any qualification which the council in consultation with the Education and Training Quality Authority may recognise as a qualification, whether or not obtained in the Republic of South Africa; or holds a master's certificate of the employers' organisation or of any division thereof; or holds a certificate of competency in hairdressing or one of its branches issued by an industrial council before the coming into force of this Agreement;

**"receptionist and/or telephonist"** means an employee engaged 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;

**"registration certificate"** means the certificate of registration referred to in clause 7 (5) of this Agreement;

**"retrenchment"** means the termination of employment as a result of a shortage of work or the closure of the business;

**"secretary"** means the Secretary of the Council;

**"shampooist/operator"** means an employee engaged solely on one or more of the following operations:

Draping; brushing of hair; shampooing; drying; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying conditioners, rinses or colour shampoo; placing clients under dryers and taking clients out from under dryers; giving scalp treatments by the application of any hairdressing treatment; the application of perm lotions; the neutralising and rinsing of perms and relaxers; the pulling out of highlights and applying bleach over a highlight cap; tinting and applying colour (permanent and semi-permanent); and applying toners, but excluding cutting, perming, setting and blow-styling;



**"training institution"** means an institution accredited by the Education and Training Quality Authority as a training institution at which any course accredited by the Education and Training Quality Authority is provided;

**"working employer"** means a certificated employer or any partner in a partnership who himself performs work similar to that carried out by any of his employees in rendering hairdressing services.

## 5. DEFINITION OF INDUSTRY

The sector for which the Council has been established is the Hairdressing and Cosmetological Services Industry ("the Industry") defined as follows:

- (1) **"Cosmetological services"** means any one or more or a combination of the practices generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:
  - (a) Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning, singeing, tinting, straightening, styling, waving (permanent, Marcel or water), or any other treatment of the hair of the head or the face; or
  - (b) the massage or other stimulative treatment or exercise of the face, scalp or neck; or
  - (c) the manicuring of the nails, eyebrow plucking, boardwork, trichological treatment or beauty culture; or
  - (d) performing any operation referred to above 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;
- (2) **"hairdressing salon"** means any premises in which cosmetological services are rendered to either males or females or both males and females together.
- (3) **"hairdressing Trade"** means the trade in which employers and employees are associated for the purpose of rendering cosmetological services in any hairdressing salon;

## 6. LEVELS OF BARGAINING

(1) The Council shall be the forum for negotiating all matters pertaining to this Agreement, and, the Minister shall, in terms of section 33 [1] of the Act, upon written application by the Council, appoint one or more specified persons to be designated agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such designated agents to enter their premises in order to institute and complete any enquiries, to examine the books, documents, wage sheets, time sheets, and pay advice slips and to perform all such acts as may be necessary for the purpose of ascertaining whether the conditions of this Agreement are being complied with, and no person shall make a false statement to such designated agent during the course of his/her investigations.

(2) Any wage adjustments negotiated in terms of clause 13 shall take effect only from the date of coming into operation of this Agreement.

## 7. REGISTRATION OF EMPLOYERS

- (1) Every employer in the Industry to whom this Agreement applies shall ensure that he is registered with the Council.
- (2) The employer may not be a disqualified person and no disqualified person may own or operate a salon which employs employees. For the purposes of this clause a disqualified person is any person who—
  - (a) is or was a partner in a partnership;
  - (b) is or was a member or former member of a close corporation;
  - (c) is or was a shareholder or director of a company;
  - (d) is or was a close corporation or a company;
 and who at the time of the application for registration referred to in subclause (1) above—
  - (i) owes any sum to any employee or former employee in the Industry in respect of wages, and/or other moneys which remain unpaid in contravention of this Agreement or any former industrial agreement; and/or
  - (ii) owes any sum of money to the Council in contravention of any obligation under any of the Council's collective agreements or former industrial agreements.
- (3) An employer shall register with the Council by furnishing the required particulars to the Council on the form specified in Annexure B.
- (4) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of such change or of ceasing operations.
- (5) A certificate of registration signed by the Secretary of the Council as specified in Annexure C shall be issued to each registered employer.
- (6) An employer who does not pay to the Council the levies and contributions payable by him and his employees each month on the due date as specified in this Agreement, shall pay interest to the Council at the prime rate charged by the Council's bank, calculated from the due date to the date of payment.
- (7) An employer shall keep employee records as specified by section 31 of the Basic Conditions of Employment Act (Act No. 75 of 1997).

- (8) Every employer entering the Industry shall pay a deposit of R250 to the Council on registration with the Council.
- (9) The amounts paid to the Council in terms of this clause, shall be deposited in a separate account and may be invested by the Council in fixed deposits or savings accounts with any financial institution.
- (10) Any interest derived from such investment shall accrue to the general funds of the Council.
- (11) In the case of insolvency or of the Council contributions of an employer being in arrears, the deposit referred to in sub-clause (8) shall be deemed to be forfeited.
- (12) Notwithstanding the provisions of sub-clause (6) of this Agreement, in the event of an employer's Council contributions being consistently in arrears, and the said deposit paid in terms of sub-clause 8 having been forfeited, the deposit in compliance with sub-clause 8 shall be R500.
- (13) Upon the closure or sale of the business, and provided all outstanding moneys have been paid, the employer may reclaim from the Council the deposit paid to the Council 30 days after the business has been closed or sold.
- (14) Interest: Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest to the Council at the prime rate charged by the Council's bank, calculated from the due date to the date of payment: Provided that the Council, shall be entitled in its absolute discretion to waive the payment or such interest or part thereof.
- (15) For the purposes of this clause, the term "employer" shall apply to labour brokers or personnel agencies who employ hairdressing staff on behalf of salons.

### 8. REGISTRATION OF A HAIRDRESSER

- (1) Every hairdresser shall apply to the Council for a certificate to practice hairdressing in the form specified in Annexure D and shall pay a levy of R20 for such application.
- (2) No employer and no employee may perform any act contemplated by the definition of hairdressing unless and until a certificate to practise hairdressing in the form specified in Annexure E has been issued to him or her.
- (3) It shall not be necessary for any person doing the work of an apprentice, a general assistant or a trainee to apply for a certificate to practise hairdressing.
- (4) If the Council is satisfied that the applicant is a qualified hairdresser and complies with the requirements of this Agreement, it shall issue a certificate to practise hairdressing in the form specified in Annexure E. In the case of a non-working employer the certificate shall be endorsed NWE in place of the code referred to in subclause (8).
- (5) A certificate to practise hairdressing may be issued only to someone who is a qualified hairdresser.
- (6) The Council may withdraw a certificate to practise hairdressing issued to any person if the certificate had been obtained on the strength of false information.
- (7) Any person in possession of any certificate to practise hairdressing which has been withdrawn in terms of subclause (6) shall, at the request of the Council, return it to the Council.
- (8) On every certificate to practise issued by the Council one of these codes shall be endorsed, each with the meaning assigned to it, namely—

- QET means that the holder of the certificate is a person who completed a contract of apprenticeship before 1 January 1994;
- COTT means that the holders of the certificate is a person who holds a Trade Test certificate issued by the Centre of Trade Tests;
- QA means that the holder of the certificate is a person who holds any qualification which the Council, in consultation with the Education and Trading Quality Authority, may recognise as a qualification, whether obtained in the Republic of South Africa or not;
- MC means that the holder of the certificate is a person who is the holder of a Masters certificate of the Employers Association, or any division thereof;
- CQ means that the holder of the certificate is a person who holds a certificate of competency in hairdressing or one of its branches, issued by a Bargaining Council before the coming into force of this Agreement;
- QBE means that the council has exempted the holder of the certificate from the requirement of obtaining any qualification referred to in clause 4.

### 9. CONTROL OF PREMISES

- (1) In the interests of job creation and maintenance any employer who owns or operates a salon may lease or sublet any part of the premises in which the business of the salon is carried on to, or share those premises with, any person associated with hairdressing, including someone who is a hairdresser or cosmetologist: Provided that before any such contract and/or arrangement is entered into, whatever the nature may be, regarding the subletting—
- (a) the sublessor shall provide proof to the sublessee that clauses 7 and 8 of this Agreement, and any other statute, provincial ordinance or municipal by-law, have been complied with;

- (b) in compliance with clause 11 every employee shall have a letter of appointment, *mutatis mutandis*, identifying his employer;
  - (c) in the event of non-compliance in terms of subclause (a) the lessee shall be deemed to be the employer of every person working in the establishment;
  - (d) the sharing of resources in terms of labour shall not be permitted under any circumstances.
- (2) No employer may for gain conduct the business of a training institution, whether or not it is accredited as a training institution by the Education and Training Quality Authority, from a salon during the hours when the salon is open to the public.
- (3) Every owner of a salon, and every person apparently in charge of a salon, shall be obliged to disclose to a designated agent of the Council, on demand, the name and address of the landlord of the premises in which the business of the salon is carried on, and every such owner is hereby deemed to have consented to the disclosure by the landlord to the Council of all relevant particulars of the lease of the premises.

#### 10. LEARNERSHIP CONTRACTS

- (1) No employer may employ any person as a learner hairdresser except under a learnership contract which has been approved by the Council and in the manner prescribed in Annexure F.
- (2) A learnership contract shall be—
- (a) in writing and signed personally by the learner and by or on behalf of the employer;
  - (b) concluded within 3 months from the date of commencement of employment, and shall be sent to the secretary of the Council for registration within 14 days from the date of its conclusion.
- (3) An employer shall be forbidden to accept a reward for the training of any person as a hairdresser, except as authorised by the Council.
- (4) The learnership contract shall be in the same form as an apprenticeship contract with the changes required by the context. The learnership contract shall be governed by the provisions of this Agreement and by the Skills Development Act, No. 97 of 1998.
- (5) The employer shall be obliged to ensure that the trainee is provided with the training set out in the said training schedule.
- (6) The employer shall be obliged to give the learner time off to attend the courses that an apprentice following the same field of training would be obliged to undergo at a training institution. The provisions of the Conditions of Apprenticeship relating to time of on full pay for attending such courses shall apply to a learner with the changes required by the context.
- (7) The Council shall have the same rights in regard to transfer and termination of a learnership contract with regard to an apprentice, with the changes required by the context.

#### 11. SECURITY OF EMPLOYMENT

- (1) No employer may employ any employee as a hairdresser or cosmetologist other than as permitted by this Agreement.
- (2) The only services rendered by—
- (a) a cosmetologist shall be those contemplated by the definition of cosmetology;
  - (b) a general assistant shall be those referred to in clause 4;
  - (c) a receptionist and/or telephonist shall be those referred to in clause 4;
- if the said persons are paid the wages specified for that category of work; in all other cases the persons doing the work shall be entitled to be paid as qualified hairdressers whose certificate to practise hairdressing has been endorsed with the code "Centre Of Trade Tests", and the employer shall be obliged to pay that person accordingly.
- (3) An employer may not employ any person under the age of 16 years. A person over the age of 16 and under the age of 21 years may be employed in a salon only—
- (a) during the probationary period allowed by the Skills Development Act, 1998 (Act No. 97 of 1998);
  - (b) in terms of an apprenticeship or learnership contract;
  - (c) if he or she is a qualified hairdresser with a certificate to practise hairdressing endorsed "COTT".
- (4) Casual employees may be employed only to replace employees or working employers who are temporarily absent on sick or occasional leave. An employer who employs a casual employee shall notify the Council of that fact in writing within three days of employing such a person, and shall notify the Council in writing within three days of the termination of the services of the casual employee. Until such time as an employer has notified the Council of the engagement of a casual employee that employee shall irrefutably, for the purposes of all of the industrial agreements operated by the Council be treated as being in full-time employment and shall be subject to all the rights and the liabilities of a full-time employee.
- (5) No employer may employ any person as a hairdresser unless that person produces to the intended employer a valid certificate to practise hairdressing.
- (6) Every month an employer shall disclose to the Council on the form prescribed in Annexure A the full names of all persons employed, including minors and apprentices and learners.



(7) Every employer shall notify the Council in writing within 14 days after an employee has left the employ of the employer. Until an employer has done so, that employer shall remain liable for the financial consequences of the employment of that employee, including those specified in clauses 23, 26 and 27 of this Agreement.

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

- (a) A part-time employee may not be employed as a casual employee;
- (b) a part-time employee shall be employed for the same hours on the same day(s) of each cycle, where "cycle" means a week, a fortnight or a month;
- (c) the employment contract shall be in writing and shall specify the benefits to which full-time employees are entitled in terms of the collective agreements operated by the Council, and indicate which of those benefits apply to the part-time employee;
- (d) a part-time employee may not be employed for more than 10 hours per day and 22 hours per week;
- (e) the part-time employee shall be a person in possession of a certificate to practise hairdressing;
- (f) an employer who employs a part-time employee shall notify the Council of that fact in writing within 14 days of employing such a person;
- (g) an employer who employs a part-time employee shall notify the Council in writing within 14 days of the termination of the services of the part-time employee.

(9) Until such time as an employer has complied with subclause (9) (f), such part-time employee shall irrefutably, for the purposes of all of the industrial agreements operated by the Council, be treated as being in full-time employment and shall be subject to all the rights and the liabilities of a full-time employee.

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

## 12. COMMISSION AGREEMENTS

(1) An employer and an employee may agree, in terms of a commission agreement, that the employee is to receive commission on services or sales or both.

(2) A commission agreement shall be in writing and shall be signed personally by the employee and by or on behalf of the employer. A commission agreement shall contain the following particulars:

- (a) The identity of the parties and the basic wage agreed upon if the basic wage is higher than the prescribed wage;
- (b) the rate of commission, and the conditions of entitlement;
- (c) the day of the week or month when commission earned is due and payable;
- (d) the period of notice to be given by the employer or the employee to cancel or to negotiate for the alteration of the conditions under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 13.

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

(4) Every employer shall, within 3 days of being requested to do so, supply the Council with a copy of every commission agreement concluded by him or her.

(5) A commission agreement shall be in a substantially similar form to the form set out in Annexure G.

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

(7) If a commission agreement is not in writing then, whether or not it complies with this clause, it shall for all purposes be deemed to provide that the employee is entitled to an average commission calculated over the previous 3 commissions the employee received.

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

## 13. REMUNERATION

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

(2) No employer shall pay and no employee shall accept wages at rates lower than the following:

Employee	Week per month R
Hairdresser-Trade test and/or Master Certificate .....	2 160,00
Hairdresser-effluxation of time, Council Exemption and or Certificate of Competency .....	1 500,00
Manicurist and/or beauty culturist .....	1 000,00
Receptionist and/or telephonist .....	1 730,00
* Shampooist.....	1 100,00
passed Module 1 .....	1 300,00
General assistant.....	1 190,00
Trainee hairdresser:	
On commencement.....	950,00
Module 1 .....	1 040,00
Module 2 .....	1 090,00
Module 3 .....	1 140,00
Module allowance:	
* R30 per month if Module 1 is passed	
R50 per month for each additional module passed	
Part-time: 60 per cent of the wage specified for the category in which the employee is employed	
Casual employee .....	55,00 per day

- Note:**
- (i) A learner does not mean an apprentice.
  - (ii) Part-time employee: 60 per cent of the amount specified for the category in which the employee is employed.

#### 14. TERMS OF EMPLOYMENT

- (1) No employee shall ordinarily be required to work more than the following hours:
  - (a) A total of 45 hours during any week of six working days, from date of publication of this Agreement.
  - (b) The ordinary daily hours of work in any 24 hour period from Monday to Friday shall be 8 hours, and 5 hours on Saturday.
- (2) **Intervals:** Every employee shall be entitled to a daily meal and/or rest interval of one hour for lunch to be taken between 11:30 and 14:30 on Mondays to Fridays (inclusive): Provided that an employer shall not require or permit an employee to work for more than five (5) hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work:
  - (a) Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.
  - (b) In lieu of the meal intervals an employer and his employee may agree that the employee will take the time off at a mutually acceptable time. Such time off will be deemed to be ordinary hours worked.
- (3) In the event of a public holiday falling during the week, any accumulated time in terms of subclause (2) may be taken as follows:
  - (a) The employee may be paid at the specified overtime rate for all hours worked.
  - (b) The employee may take normal meal intervals of at least one hour per day.
- (4) Included in the hours of work of an employee who is a learner hairdresser shall be any time away from work for the purposes of—
  - (a) attendance required by the Council at a training institution approved by the Council;
  - (b) attendance at any examination as directed by the Council, if such attendance falls on a day other than a Sunday or public holiday.
- (5) **Overtime.** All hours worked in excess of the ordinary weekly hours in terms of subclause (1) (a) shall be deemed to be overtime and any part of an hour shall be deemed to be one hour.
  - (a) Payment for all overtime worked, including work on a Sunday and/or public holiday: An employer shall pay his/her employee in respect of each hour of overtime worked by such employee at a rate of not less than one and a half (1,5) times his/her specified basic hourly rate.

(b) Such hourly rate shall be calculated as follows:

(i) **Step 1**

$$\begin{array}{rcl} & & \text{Specified monthly basic rate} \\ & & \text{divided by (4,33)} \\ & = \frac{\text{Basic Rate Specified}}{4.33} \\ \text{e.g.} & & \\ & = \text{Specified weekly wage} \end{array}$$

(ii) **Step 2**

Specified weekly wage divided by 45, or whatever the hours may be.

$$\begin{array}{rcl} & \frac{\text{Specified weekly wage}}{45} \\ & = \text{Hourly rate} \end{array}$$

(iii) **Step 3**

(Total overtime hours worked) x (hourly rate) x 1,5

= Overtime rate.

(c) Where in any one week an employee absents him/herself from work during any or all of the ordinary hours of work as prescribed in subclause (1), such ordinary hours not worked by the employee shall be deducted from the specified basic wage or any overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

- (i) if the number of ordinary hours of work during which the employee is absent in any one week are in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and where an employee is absent from work with the permission of his/her employer or is absent on account of illness, the provisions of this clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate specified: Provided further that an employer may require an employee to produce a medical certificate in proof of the cause of his/her absence;
- (ii) any employee who is aggrieved by the application to him/her of any of the provisions of subclause (5) may appeal to the Council against the decision applied to him/her by the employer, and the Council may, after considering any reasons which may be submitted for such decision, give such decision as in its opinion ought to have been given in such case.

(6) No employer shall permit an employee to work overtime in excess of ten (10) hours in any one week.

(7) An employer shall not require or permit an employee to work overtime unless he/she has—

- (a) given adequate notice thereof to such employee;
- (b) given such employee adequate time in which to partake of a meal before the commencement of such overtime.

(8) Public holidays:

- (a) The paid public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays.
- (b) Whenever an employer requires or permits an employee to work on a public holiday he shall, save as provided in clause 20 (2), in addition to his/her ordinary wages, pay for each hour worked by such employee, at a rate of not less than one and a half (1,5) times his/her ordinary hourly rate.

(9) **Annual leave:** Every employee shall be entitled to 3 weeks, annual leave as specified in clause 19.

(10) **Sick leave:** An employee shall be entitled to sick leave in accordance with the provisions of the Sick Benefit Fund rules, and clause 25 of this Agreement, and to payment for the period of such sick leave in terms thereof.

(11) **Maternity leave, compassionate leave and paternity leave:**

- (a) No employer may require or permit any female employee to work during the period commencing four (4) weeks prior to the expected date of her confinement and ending twelve weeks (12) after the date of her confinement. An employer shall not be obliged to pay an employee during maternity leave, but shall be obliged to reinstate such employee in employment at her request, prior to going on maternity leave, when she presents herself for continuous employment not later than twelve weeks after the date of her confinement.

- (b) Compassionate leave: An employer shall be obliged to give an employee three (3) days' paid compassionate leave on the death of one of the employee's primary relatives, starting at the discretion of the employee, but starting not sooner than the day of the death and not later than one week after the day of the death and ending seven (7) days after the leave commenced. An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a primary relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the Council shall be the final arbiter. For the purposes of this clause "primary relative" means a spouse, child, parent, brother or sister.
- (c) An employer shall be obliged to give an employee compassionate leave of one day on the death of any relative of an employee who is not a primary relative, but shall not be obliged to pay the employee for the day off. An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the Council shall be the final arbiter.
- (d) Paternity leave: An employer shall be obliged to give the father of a new-born child three (3) days' leave starting one day before the birth and ending two days afterwards. An employer shall be obliged to pay an employee during paternity leave.

**(12) Retrenchment:**

- (a) An employer who proposed retrenchment shall, not later than ten (10) working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which, to his knowledge, prospective retrenchees may be members, with the following information in writing:
  - (i) The number of employees who may be retrenched, together with their names, duration of service, and job categories;
  - (ii) the proposed date of retrenchment;
  - (iii) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;
  - (iv) the proposed selection criteria in respect of retrenchees;
  - (v) the proposed date for consultations with the trade union(s) and/or employees likely to be affected;
  - (vi) the proposed severance pay; and
  - (vii) the employer's proposals for assistance to retrenchee's, including the possibility of re-employment.
- (b) in the event of an employee likely to be affected by the proposed retrenchment not being a union member, the information referred to in paragraph (a) shall be forwarded direct to such employee.
- (c) The trade union(s) and/or employee(s) shall provide the employer with a written response to the employer's retrenchment proposals not later than three (3) working days before the proposed date of consultation, which shall include all of its/their proposals in respect of the retrenchment.
- (d) The employer shall attempt to reach consensus with the trade union(s) and/or employees on the retrenchment proposals through consultation: Provided that should consensus not be reached before the expiry of the ten-day period referred to in paragraph (a), the employer shall be entitled to implement the employer's retrenchment proposals.
- (e) The employer shall be entitled to implement the employer's retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refuse and/or fail to consult with the employer in accordance with this subclause.
- (f) An employee who is retrenched in terms of this subclause shall be entitled to severance pay equal to one week of such employee's current basic wage per completed year of continuous service with his employer.

**(13) Provision of equipment:** An employer shall provide, for the use of every qualified hairdresser, all tools and equipment necessary for the carrying out of his work, except—

- (i) curling equipment;
- (ii) scissors;
- (iii) combs;
- (iv) hand-driers;
- (v) clippers;
- (vi) razors;
- (vii) setting clips;
- (viii) brushes;



- (ix) protective garments;
- (x) neck brushes; and
- (xi) highlight caps:

Provided that in cases where the employer has instituted a colour scheme in respect of protective garments to fit in with the colour scheme of his/her salon, he shall supply the protective garments, but shall not be required to supply more than two to each employee in any period of 12 months.

**(14) Notice of termination of service:**

- (a) An employer or his/her employee, other than a casual employee, who desires to terminate his/her contract of employment, shall—
  - (i) in the case of a part-time employee, give not less than one (1) working day's notice; and,
  - (ii) in the case of minors employed in the Hairdressing Trade, during the period that they may be so employed in terms of the Skills Development Act, 1998 (Act No. 97 of 1998), without a contract of apprenticeship, give not less than one (1) working day's notice; and
  - (iii) in the case of any other employee during the first four (4) weeks of employment, give not less than one (1) working day's notice, and thereafter not less than one (1) week's notice except during the month of December, when two (2) weeks' notice shall be given: Provided that an employer or employee may at any time terminate the contract without notice by in lieu of notice, paying the employee or paying or forfeiting payment to the employer, as the case may be, which payment or forfeiture shall be—
    - (aa) in the case of one (1) working day's notice, not less than the daily wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
    - (ab) in the case of one (1) week's notice, not less than the weekly wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
    - (ac) in the case of two (2) weeks' notice, not less than twice the weekly wage, excluding payment of overtime, that the employee is receiving at the time of such termination.
- (b) No employer shall terminate the services of an employee during such employee's absence from work owing to an indisposition for which he/she is not responsible: Provided that—
  - (i) the employer is notified within three working days of the commencement of such illness;
  - (ii) a medical certificate for the period of absence is produced on the employee's return to work; and
  - (iii) such period of absence from work does not exceed 30 days: Provided further that this shall not affect—
  - (iv) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
  - (v) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that specified in this clause;
  - (vi) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
  - (vii) payment or forfeiture in lieu of notice not being permitted during an employee's absence—
    - (aa) on leave in terms of clause 19;
    - (ab) during any period owing to illness.
- (c) Where there is an agreement in terms of subclause (14) (a) the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.
- (d) The notice referred to in subclause (14) (a) may be given on any working day but the period of notice shall not run concurrently with or the notice shall not be given during an employee's absence on leave or during any period of absence owing to illness.
- (d) An employer or his/her employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

**15. WAGE PAYMENT PROCEDURE**

**(1) Payment of wages:**

- (a) An employee shall receive payment of his/her wages at a time and place determined by his/her employer: Provided that payment shall be made—
  - (i) at weekly, fortnightly or monthly intervals;
  - (ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and employee; and
  - (iii) not later than closing time on the final working day of each pay interval.

- (b) With the exception of payment by means of electronic bank transfer, an employee's remuneration shall be paid to him/her in the salon where he/she is employed, or at the office of the employer.
- (c) An employee whose services are terminated shall receive payment of the appropriate wage on or before the date of termination of his/her service.
- (d) Every employer shall provide each of his/her employees with a payslip indicating the employer's name, the name and occupation of the employee, and the period for which payment is made. The payslip shall indicate the calculation of the employee's gross remuneration, deductions, overtime and commission payments, allowances, and net remuneration.
- (e) All payments made in cash shall be enclosed in a sealed envelope.

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

- (a) in respect of deductions specified in the following clauses:
  - (i) In terms of clause 22 for the Council Levy;
  - (ii) in terms of clause 23 for trade union subscriptions;
  - (iii) in terms of clause 25 for the Sick Benefit Fund;
  - (iv) in terms of clause 26 for the Pension Fund;
- (b) if he/she is entitled or required to do so by law; and
- (c) in respect of any other matter, with the employee's written consent.

(3) Without prejudice to clause 11 (1) and 11 (2) any person employed by an employer as a hairdresser in contravention of this Agreement shall be paid by that employer the wages to which a qualified hairdresser is entitled and such employee shall be deemed to be a qualified hairdresser.

#### 16. TIME AND WAGE RECORDS

(1) Notwithstanding the provisions of section 205 of the Act, every employer shall at all times keep, in respect of all persons employed by him/her, records of all—

- (i) wages paid;
- (ii) commissions paid;
- (iii) time worked;
- (iv) overtime worked; and
- (v) deductions.

(a) Every employer shall maintain the particulars referred to in subclause (1) in legible characters in writing, in ink, or in typescript.

(b) Employees shall complete time sheets if so required by the employer.

(c) The records referred to in subclause (1) shall be retained by the employer for a period of at least three years.

**(2) Attendance register:**

- (a) Every employer shall provide in his/her establishment one or more attendance registers, in the form specified in Annexure I to this Agreement, in which provision is made for the entries which an employee is, in terms of subclause (1) (b), required to make.
- (b) An employer shall, day by day, keep record in such attendance register of the name and occupation of every employee.
- (c) Unless precluded from doing so by unavoidable cause, every employee shall, in respect of each day worked by him/her and on that day record in such attendance register—
  - (i) his/her signature;
  - (ii) the time he/she commenced work;
  - (iii) the time of commencement and termination of each meal or other interval which cannot be regarded as ordinary hours of work; and
  - (iv) the time of finishing work for that day:

Provided that, if an employee is unable to read or write, his employer shall on his/her behalf make and sign the necessary entries in respect of (ii) to (iv) above, inclusive.

- (d) The necessary entries in respect of (i) and (ii) above shall be made before work is commenced for the day.
- (e) An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein.
- (f) Every entry in an attendance register shall be made in ink or ball-point pen and not in pencil.

### 17. PROHIBITION OF PRIVATE WORK

(1) An employee shall not be allowed to perform any work as a hairdresser other than in the course and within the scope of his/her employment and may be dismissed summarily for a contravention of this rule. Furthermore, an employee who contravenes this rule shall be required to pay to the employer any amount received by him or her as a result of the contravention.

### 18. EXEMPTIONS

(1) Any party falling within the Council's registered scope may apply to the Council for exemption from any or all of the provisions of this Agreement.

(2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council.

(3) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and the 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/her employees and their respective representatives, and shall include the responses resulting from such consultation, either in support of or against the application.

(4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting, for consideration.

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

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

(7) **Appeals:** In terms of section 32 (3) (e) of the Labour Relations Act, No. 66 of 1995, the Council hereby establishes an independent body to hear and decide, as soon as possible, any appeal brought against—

- (a) the Council's refusal of a non-party's application for exemption from the provisions of the Agreement; or
- (b) the withdrawal of an exemption by the Council.

(8) The Council shall, on receipt of a written application for an appeal, forward the application, together with the original application for exemption and all supporting documents, to the Independent Body for a decision.

(9) The Independent Body shall hear and decide appeals in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivation, or may include the hearing of evidence and arguments.

(10) **Exemption criteria:** The Council and the Independent Body shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against the granting of the exemption as provided by employers or employees who will be affected by the exemption, if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage should not be created by the exemption;
- (f) the viewing of the 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 Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes;
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to investigate Labour Market Policy.

### 19. ANNUAL LEAVE

(1) Every employee, except casual and part-time employees, shall be granted in each year of service with the same employer, three weeks' leave of absence on full pay, calculated according to the weekly wage the employee was receiving prior to proceeding on such leave. The three weeks, which may be taken either consecutively or, at the written request of the employee, in two separate periods of two consecutive weeks and one week or three separate periods of one week, shall include 18 working days, and whenever a public holiday falls within the period of leave in terms hereof, such holiday shall be added to the said period of leave of absence on full pay:



- (a) The employee may, by mutual agreement with the employer, take leave pay prior to proceeding on leave or have it included in his normal monthly wages on his/her return.
- (b) The total period of annual leave in terms of subclause (1) when taken in separate periods shall, by mutual arrangement between the employer and the employee, be taken within six months of its falling due.
- (2) The leave of every employee who is employed on a part-time basis as defined in clause 4 to this Agreement shall accrue at the rate of one and a half days (1,5) for every 199 hours or completed months worked.
- (3) Annual leave in terms of subclause (1) shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in all cases be granted by the employer and taken by the employee so as to commence within two months of its falling due.
- (4) When the employment of an employee, other than a part-time employee, is terminated before the completion of a year's service, but after the completion of one month's service, the employee shall, for each completed week of employment in the uncompleted year, be entitled to one seventeenth of a week's wages according to the wage he was receiving at the date on which his employment was terminated.
- (5) When an employee, other than a part-time employee, has completed a year of service with the same employer, he shall thereupon be required to take leave in terms of this clause, and his employer shall be required to grant him such leave within two months of its falling due in terms hereof, and the employer shall pay to the employee an amount calculated at the weekly or monthly wage, excluding payment for overtime and commissions that the employee was receiving immediately prior to proceeding on leave, up to the time his leave was due, and such amount shall forthwith be paid to the employee by the employer, together with the balance of any leave pay standing to the said employee's credit in respect of subclause (3).
- (6) For the purposes of this clause the year of service of an employee, other than a part-time employee, plus any public holidays falling within that period, for which he shall be entitled to annual leave on full pay as provided in this clause shall be 12 months' employment with the same employer, calculated from the date of his first engagement with such employer, or from the date on which he last became entitled to annual leave.
- (7) Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was terminated. Such leave pay shall, likewise, be paid to the employee on his last working day.
- (8) Any leave pay which is paid to the Council shall immediately be paid to the employee concerned. Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to three years from the date on which the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the funds of the Council: Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an ex gratia payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.
- (9) In the event of an employee's death, all leave pay standing to his credit shall be paid into his estate.
- (10) All moneys held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.
- (11) Any period during which an employee—
- (a) is on leave in terms of subclause (1) or
  - (b) is absent from work owing to illness; or
  - (c) is absent from work on the instructions or at the request of the employer; amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (b) and (c), shall, for the purposes of subclauses (1) and (2), be deemed to be employment.
- (12) An employer shall not require or permit an employee to work in the Hairdressing Trade, whether for remuneration or not, and an employee shall not work in the Hairdressing Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of subclause (1).
- (13) Leave of absence on full pay shall not run concurrently with notice of termination or sick leave.

## 20. PUBLIC HOLIDAYS

- (1) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of remuneration and allowances for the number of hours he would have worked on a normal working day (excluding overtime).
- (2) The payment specified in clause 15 (1) (a) and 15 (1) (c) hereof shall be deemed to be full payment in respect of such public holiday and, subject to the provisions of clause 15 (1) (a) of this Agreement, no employee shall be entitled to further compensation in respect of such public holiday. Notwithstanding the provisions of subclauses (1) and (2) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it if so required by the employer or where the public holiday falls during the period of the annual leave of the employee.

**21. AUDIT AND ACCOUNTING**

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

**22. COUNCIL LEVY**

- (1) For the purpose of raising the funds of the Council, contributions shall be obtained in the following manner:
- Every employee and every employer shall contribute to the funds of the Council as set out in the table below.
  - The contribution paid to the Council in terms of this clause shall be utilised and administered in accordance with the provisions of the Council's Constitution.

A Category	B Employee payment per month
Hairdresser.....	R32,50
Receptions/Clerical .....	R32,50
Manicurist/Beauty Culturist .....	R32,50
Apprentices—with Mod 1 to 6 .....	R32,00
Trainee Hairdressers—with Mod 2 to 6 .....	R32,50
Shampooist with Mod 1.....	R32,50
General Assistant/Shampooist .....	R28,50
Trainee Hairdressers with Mod 1 .....	R28,50

- (2) The amount shown in column B of the table shall be deducted by employers from the wages of their employees.
- (3) To the amounts so deducted from the wages of their employees, every employer shall add an equal amount and shall forward the entire sum to the Secretary of the Hairdressing and Cosmetology Bargaining Council, KZN, PO. Box 2182, Durban, 4000.
- (4) In any instance where in terms of clause 22 (1) (a), 22 (2), and 22 (3) contributions are less than R50 in the aggregate, the total amount referred to in clause 22 (3) shall be supplemented by the employer with such sum as will make up a total of R50 in each month.

(5) Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

**23. EMPLOYERS' ORGANISATION AND TRADE UNION SUBSCRIPTIONS**

(1) Every employer who is a member of the employers' organisation shall deduct the amount of the subscriptions payable to the trade union in respect of each month of employment or part thereof, including the period that an employee is on leave, and shall remit the same, month by month, to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of each month on the form prescribed in Annexure A to this Agreement.

(2) Every employer who is a member of the employers' organisation shall forward to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month, his monthly subscriptions, together with any levies which may become payable to the Association. Each month the Secretary of the Council shall pay over all amounts collected in terms of clause 22 (1) and this clause to the parties concerned.

(3) The Council shall undertake to render all reasonable services to give effect to this clause, for which an amount of 5 per cent of all subscriptions and levies in terms of subclauses (1) and (2) shall be paid to the Council.

(4) Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

**24. GENERAL****(1) Exhibition of Agreement:**

- The parties agree that the English version of this Agreement shall determine the meaning and the intention of the parties and the translation in Afrikaans and Zulu shall be made available by the Council for inspection by any person during working hours at the offices of the Council.
- Any person may acquire a copy of this Agreement by paying to the Council the sum of R5,00.
- Each party to this agreement shall receive two free copies of the Agreement and the Constitution.

(2) **Certificate of Service:** Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer shall, upon the termination of an employee's employment, issue a certificate of service to such employee reflecting the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of termination of employment and the wage rate of the employee at the date of termination as per Annexure H.

(3) **Ultra-vires provisions in Agreement:** Should any provision of this Agreement be inoperative or ultra-vires the powers of the parties hereto or of the Minister, before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement which shall, in that event, constitute the Agreement.

(4) **Trade union representatives of 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.

(5) **Trade union access:** Officials of trade union parties shall in the ordinary course of their duties have access to establishments during working hours, but shall not be allowed to interfere with the continued performance of work by any employee, or approach any employee without the prior consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

## 25. SICK BENEFIT FUND

(1) The Hairdressing Sick Benefit Fund originally established in terms of the Agreement published under Government Notice No. R. 106 of 22 January 1960 (hereinafter referred to as the "Sick Benefit Fund"), is hereby continued for the purpose of—

- (a) assisting members in regard to payment for medical services incurred by them or their dependants, as may be provided in the rules of the Sick Benefit Fund;
- (b) assisting members for whom wages are prescribed under clause 13 of this Agreement with sick pay benefits in respect of absences from work owing to illness and/or accident as provided in the rules of the Sick Benefit Fund;
- (c) taking such measures as the Council may deem necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;
- (d) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
- (e) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the rules of the Sick Benefit Fund.

(2) Membership of either Scheme A or Scheme B of the Sick Benefit Fund shall be compulsory for all persons who are directly or indirectly engaged or employed in the Hairdressing Industry.

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

(4) From the wage of each employee who is a member of the trade union which is a party to this Agreement and who has not been excluded or exempted from membership of the Sick Benefit Fund under the provisions of this Agreement, contributions to this Sick Benefit Fund shall be deducted each month, including any month during which an employee is on paid leave, in accordance with X of the scale set out in schedule A.

(5) Every employer who is a member of the employers' organisation which is a party to this Agreement and who has not been excluded or exempted from membership of the Sick Benefit Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave, contributions to this Sick Benefit Fund in accordance with Y of the scale set out in schedule A.

### (6) Schedule A

Category		Scheme A R	Scheme B			
			M R	M+1 R	M+2 R	M+3 R
Employer (member).....	E	74	132	241	343	454
Hairdresser						
Receptionist, Manicurist .....	X	74	132	241	343	454
Apprentice .....	Y	48	48	48	48	48
Trainee Hairdresser						
Shampooist and General Assistant .....	X	66	132	241	343	454
	Y	43	43	43	43	43



- (i) X = Employee's share. Y = Employer's share.
- (ii) Employers who themselves wish to be members are required to pay the 'E' rate on the Schedule.
- (iii) Employers' contributions in Scheme B are the same as those specified in Scheme A in respect of their employees, and employers shall not be liable to contribute to any cost in respect of the members' dependants.

**EXAMPLE:**

Contributions for a hairdresser and two dependants will be R48,00 for the employer's share and R343,00 monthly for the employee's share.

(7) To the amounts deducted in terms of subclause (6), the employer shall add Y amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be specified by the Council. The amounts payable in terms of this clause each month shall be forwarded to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following. The month in respect of which they are payable.

(8) If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the Council by the fixed day. Then the employer shall be liable to pay a penalty calculated at 10% of the amount which remains unpaid.

(9) Notwithstanding the provisions of subclause (8), failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

(10) In the event of the expiry or cancellation of this Agreement, the Council shall continue to administer the Sick Benefit Fund until such time as it is liquidated or transferred to any other fund created for the purposes of providing medical service assistance to its members.

(11) In the event of the Council being wound up or dissolved, the Sick Benefit Fund shall continue to be administered by a committee appointed for such purposes by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.

(12) In the event of there being no Council in existence at the time of expiry of this Agreement, the Sick Benefit Fund shall be liquidated by the committee or trustees appointed in terms of subclause (11).

(13) In the event of the liquidation of the Sick Benefit Fund in terms of subclauses (10) or (11) the moneys remaining after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Sick Benefit Fund, the moneys remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

**26. PENSION FUND**

(1) The Pension Fund, known as the Natal Hairdressing Trade Pension Scheme (hereinafter referred to as the "Pension Fund"), established by Government Notice No. R. 2114 of 24 July 1992, is hereby continued.

(2) The objects of the Pension Fund shall be to provide members with retirement and death benefits, in that the Council will secure the best conditions possible.

(3) The Pension Fund shall be governed by its rules and the benefits under the Pension Fund shall be assured under Policy No. 184055, issued by Fedlife Assurance Limited. Copies of all documents containing detailed information of the Pension Fund and any amendment thereto shall be lodged by the Council with the Director-General of Labour.

**(4) Contributions:**

- (a) The employer shall each month deduct from the basic wages of each employee an amount equal to 4,5% of the specified monthly wage of such employee.
- (b) To the amounts deducted in terms of subclause (4) (a), the employer shall add an amount equal to 3,5% of the employee's prescribed monthly wage and shall forward the total amount payable each month in terms of this clause to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following the month in respect of which it is payable, together with a statement in such form as may from time to time be prescribed by the Council.
- (c) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave and absences owing to illness or injury on duty, where no payment is due to the employee by the employer in terms of any agreement or under any law.
- (d) If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement, is not received in full by the Council by the fixed day, then the employer shall be liable to pay a penalty calculated at 10% of the amount which remains unpaid.
- (e) All contributions received by the Council in terms of this clause shall be paid to Fedlife Assurance Limited at the end of each month.

(5) **Membership:** Membership of the Pension Fund shall be compulsory for all employees, excluding casual and part-time employees, who are employed in the Hairdressing Trade, Natal, and who have not attained their 70th birthday.

(a) The following persons may, at the discretion of the Council, be admitted to membership of the Pension Fund and the provisions of this clause shall apply *mutatis mutandis* to any person so admitted:

- (i) An employee of a trade union or an employers' organisation which is a party to the Council; and
- (ii) as voluntary member, a person who directly engaged or employed as an apprentice or a person employed in an administrative capacity in the Trade.

(6) In the event of the—

- (i) dissolution of the Council;
- (ii) the Council ceasing to function; or
- (iii) the expiry of this Agreement,

the provisions of clauses 25 (10) to 25 (13) shall *mutatis mutandis* apply to this clause.

(7) **Indemnity:** The members of the Council and its employees shall not be liable for any debts or liabilities of the Pension Fund, and they are hereby indemnified by the Pension Fund against losses or expenses incurred by them in or about the *bona fide* discharge of their duties.

## 27. RETIREMENT ANNUITY FUND

(1) The Retirement Annuity Fund, known as the Planned Savings Retirement Annuity Fund (hereinafter referred to as the "Annuity Fund"), established by Government Notice No. R. 2114 of 24 July 1992, is hereby continued.

(2) **Object of the Annuity Fund:**

The object of the Annuity Fund is to provide retirement annuities for its members.

(3) The Annuity Fund shall be governed by its rules, and the benefits under the Annuity Fund shall be assured by Fedlife Assurance Limited. Copies of all documents containing detailed information of the Annuity Fund and any amendment thereto shall be lodged by the Council with the Director-General of Labour.

(4) **Contributions:** A member's normal monthly contribution to the Annuity Fund shall be not less than 7 per cent of 1,25 times the highest monthly wage which is specified for qualified hairdressers (with trade test) in terms of the most recent agreement.

- (a) Every employer shall forward the contributions prescribed by this clause to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following the month in respect of which they are payable, together with a statement in such form as may be prescribed by the Council from time to time.
- (b) If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the Council by the fixed day, then the employer shall be liable to pay a penalty calculated at 10% of the amount which remains unpaid.
- (c) All contributions received by the Council in terms of this clause shall be paid to Fedlife Assurance Limited at the end of each month.

(5) **Membership:**

- (a) Membership of the Annuity Fund shall be compulsory for all members of the Employers' Organisation for Hairdressing, Cosmetology and Beauty.
- (b) Membership commences when the member makes his first contribution to the Pension Fund and ceases only when the full benefit in respect of the member has been paid in terms of the rules.
- (c) Each member shall be issued with a membership certificate and shall be entitled to an annual statement of his benefits under the Annuity Fund.

(6) In the event of the—

- (i) dissolution of the Council;
- (ii) the Council ceasing to function; or
- (iii) the expiry of this Agreement,

the provisions of clauses 25 (10) to 25 (13) shall *mutatis mutandis* apply to this clause.

(7) **Indemnity:** The members of the Council and its employees shall not be liable for any debts and liabilities of the Annuity fund, and are hereby indemnified by the Annuity Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

## 28. PROCEDURE FOR DISPUTES

(1) Subject to section 127 of the Act, any dispute which may arise in the Industry and which, in terms of the Act, must be referred to the Council, shall be dealt with in terms of the procedure set out in clause 29 of this Agreement.

(2) Any party to a dispute about a matter of mutual interest may refer the dispute in writing to the Council, if the parties to the dispute are on the one side—

- (a) one or more trade unions;
- (b) one or more employees; or
- (c) one or more trade unions and one or more employees; and

on the other side—

- (d) one or more employers' organisations;
- (e) one or more employers; or
- (f) one or more employers' organisations and one or more employers.

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

## 29. RESOLUTION OF DISPUTES THROUGH CONCILIATION AND/OR ARBITRATION

(1) When a dispute is referred to the Council, the Council shall appoint one of its designated agents to attempt to resolve the dispute through conciliation.

(2) The appointed designated agent shall attempt to resolve the said dispute through conciliation within 30 days of the date on which the Council received the referral, but the parties may agree to extend the said 30-day period.

(3) The designated agent shall determine a process to attempt to resolve the dispute, which may include—

- (a) mediating the dispute;
- (b) conducting a fact-finding exercise; and
- (c) making a recommendation to the parties, which may be in the form of an advisory arbitration award.

(4) In the conciliation proceedings, a party to the dispute may appear in person or be represented only by a co-employee, or by a member or an office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or an employee of such juristic person.

(5) At the end of the 30-day period or any further period having been agreed to between the parties—

- (a) the agent shall issue a certificate stating whether or not the dispute has been resolved;
- (b) the Council shall serve a copy of such certificate on each party to the dispute, or the person who represented a party in the conciliation proceedings; and
- (c) the agent shall file the original of such certificate with the Council.

(6) Where the Act requires a dispute to be resolved through arbitration, the Council shall appoint an arbitrator to arbitrate that dispute, if—

- (a) an agent has issued a certificate stating that the dispute remains unresolved; and
- (b) any party to the dispute has requested that the dispute be resolved through arbitration.

(7) An arbitrator appointed in terms of subclause (6) may be the designated agent who attempted to resolve the dispute through conciliation.

(8) Any party to the dispute who objects to the arbitration being conducted by the same designated agent who conducted the conciliation may file an objection in writing with the Council and shall satisfy the Council that a copy of such objection has been served on all other parties to the dispute.

(9) When the Council receives such an objection, it shall appoint another arbitrator to resolve the dispute by arbitration.

(a) The parties to a dispute may request the Council, in appointing an arbitrator in terms of subclause (6) or (9), to take into account their stated preference, to the extent that this is reasonably practicable in all the circumstances.

(b) The stated preference contemplated in paragraph (a) above shall—

- (i) be in writing;
- (ii) list no more than five (5) arbitrators;
- (iii) state that the request is made with the agreement of all the parties to the dispute; and
- (iv) be submitted within forty-eight (48) hours of the date of the certificate referred to in subclause 5 (a).

## 30. GENERAL PROVISIONS FOR ARBITRATION

(1) The arbitrator may conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.

(2) Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.

(3) If all the parties consent, the arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation.



- (4) In any arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, or by a member, office-bearer or official of that party's trade union or employers organisation and, if the party is a juristic person, by a director or employee.
- (5) If a party to the dispute fails to appear in person or to be represented at the arbitration proceedings, and that party—
- (a) had referred the dispute to the Council, the arbitrator may dismiss the matter, or had not referred the dispute to the Council, the arbitrator may—
    - (i) continue with the arbitration proceedings in the absence of that party, or
    - (ii) adjourn the arbitration proceedings to a later date.
- (6) The arbitrator shall take into account any code of conduct issued by NEDLAC or guidelines published by the Council in accordance with the provisions of the Act that are relevant to a matter being considered in the arbitration proceedings.
- (7) Within fourteen (14) days of the conclusion of the arbitration proceedings—
- (a) the arbitrator shall issue an arbitration award with brief reasons, signed by the arbitrator;
  - (b) the Council shall serve a copy of the award on each party to the dispute or the person who represented a party in the arbitration proceedings.
- (8) On good cause shown, the Secretary to the Council may extend the period within which the arbitration award and the reasons are to be served and filed.
- (9) The arbitrator may make any appropriate arbitration award in terms of the Act, including, but not limited to an award—
- (a) that gives effect to any collective agreement;
  - (b) that gives effect to the provisions and primary objectives of the Act;
  - (c) that includes, or is in the form of a declaratory order.
- (10) The arbitrator may not include an order for costs in the arbitration award unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—
- (a) by proceeding with or defending the dispute in the proceedings;
  - (b) in its conduct during the proceedings.

### 31. EFFECT OF ARBITRATION AWARDS

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

### 32. EXCLUSION OF ARBITRATION ACT

- (1) The Arbitration Act, 1965 (Act No. 42 of 1965), shall not apply to any arbitrations dealt with under the auspices of the Council.

### 33. ENFORCEMENT OF COLLECTIVE AGREEMENTS

- (1) If any person upon whom this Agreement is binding in terms of sections 31 and 32 of the Act fails, neglects or refuses to comply with any provision of this or any other collective agreement concluded by the Council, the Council shall have the right to enforce such agreement by any means permitted by any law or practice approved by a court of competent jurisdiction and may in addition, resort to either or both of the following remedies:
- (a) Use any means permitted by law to enforce compliance with the said agreement; or
  - (b) treat the non-compliance as a dispute under clause 28, and the Council shall be entitled to refer the said dispute to be determined by arbitration in terms of the Council's Constitution and/or this Agreement.



# ANNEXURE A

## HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

### SCHEDULE OF MONTHLY CONTRIBUTIONS

Bargaining  
Council Copy

Employer to retain Salon Owners Copy (Green) and return 5 top copies together with payment to:

HCBC, P.O. Box 2182, DURBAN, 4000

On or before the seventh day of each month to avoid penalties.

Owner: .....

Salon: .....

Address: .....

Tel. No. ....

DATE

Page No.

Receipt No.

NOTE: ALL CHEQUES MADE PAYABLE TO HCBC.

Employer Employee	Occu Code	ID No.	SBF. No.	Pension Fund No.	Pension Fund		Union		HCIT B	SAHC A Subs	Council Levy		Sick Benefit Fund		Total
					Employer	Employee	Subs	Agency			Employer	Employee	Employer	Employee	

Please enter all staff changes together with relevant contributions and thereafter correct totals.

ENCLOSED PLEASE FIND  
CONTRIBUTIONS  
AMOUNTING TO:

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature of employer or authorised representative

Date

.....

**ANNEXURE B****HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**

Serial number .....

**APPLICATION FOR REGISTRATION**

To: THE SECRETARY  
 SUITE 701, BERECA CENTRE  
 249 BERECA ROAD  
 DURBAN, 4001  
 TELEPHONE 031-201 1193/201 1195  
 FAX: 031-201 1231

FROM .....

Messrs .....

I/We, the undersigned, carrying on a business under the name of—

Salon name .....

Salon address .....

Office address (if different) .....

Postal address .....

Tel. No. (W) ..... Tel. No. (H) .....

Registration No. (if close corporation) .....

hereby make application to be registered as an employer in terms of clause 7.

Signature of  
employer:

--

Date of commencement of business   Total number of employees   Date of application	<b>STATUS OF ESTABLISHMENT</b>	
	Corporate Body	
	Close corporation	
	Partnership	
	Sole owner	

**Note:** It is a legal requirement that the full names and residential addresses of the following persons be provided, together with the registration number of the close corporation (if applicable):

**CORPORATE BODY:** Managing Director or other director or public officer authorised to sign on behalf of the corporate body.

**CLOSE CORPORATION:** All members of the corporation.

**PARTNERSHIP:** All partners.

**SOLE OWNER:** Owner.

FULL NAMES	FULL RESIDENTIAL ADDRESS	SIGNATURE	HOME Tels.
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....

☒ Please attach particulars of every employee on the reverse side of this application.

**ANNEXURE C****HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)****CERTIFICATE OF REGISTRATION**

Registration No. ....

SALON NAME .....

EMPLOYER .....

DATE OF ISSUE .....

THIS SERVES TO CERTIFY THAT THE ABOVE-NAMED HAS COMPLIED WITH THE PROVISIONS OF CLAUSE 7 OF THE AGREEMENT, AS AMENDED AND/OR EXTENDED.

.....  
*Secretary of the Council***ANNEXURE D****HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)****APPLICATION FOR CERTIFICATE TO PRACTICES HAIRDRESSING**

Name .....

Address .....

Telephone (H) ..... (W) .....

Name of salon .....

Address .....

Is there a current certificate of registration in existence?

Yes	No
-----	----

If YES, what is the certificate .....

No? .....

Are you a qualified hairdresser?

Yes	No
-----	----

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

If NO, answer the following questions:

Standard of education .....

(attach documentary proof)

Names of previous employers

Dates

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

Name of training institution

Dates of attendance

I, the above-named applicant, hereby apply for a certificate to practices hairdressing and warrant that the particulars set out are true and correct.

Signed at ..... this ..... day of ..... 20.....

.....  
(Applicant)

**ANNEXURE****HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**

THIS LICENCE ENTITLES THE HOLDER TO PRACTICE AS A

.....

.....

NAME .....

CODE .....

PHOTOGRAPH

DATE OF ISSUE .....

.....

Secretary of the Council

Valid from date of issue until withdrawn;

**ANNEXURE F****HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)****LEARNERSHIP CONTRACT**

LEARNERSHIP CONTRACT made and entered into between—

(salon) ..... and

(employer) .....

(hereinafter referred to as the Employer), of the one part,

and

(employee) .....

Identity Number ..... born on the ..... day of ..... 19 .....

(hereinafter referred to as the Learner Hairdresser)

**1. OBLIGATIONS OF THE LEARNER HAIRDRESSER**

The Learner Hairdresser shall be physically fit, and shall have passed Standard VII, and agrees—

- (a) to bind him/herself as a Learner Hairdresser to the Employer in the Hairdressing Trade as a ..... Hairdresser for the period of training, viz ..... years;
- (b) to serve Employer faithfully, honestly and diligently, to obey all lawful and reasonable commands and to satisfy the requirements of the Employer or of those duly placed in authority over him/her;
- (c) not to disclose or communicate to any person whomsoever any information relating to the business of the Employer;
- (d) not to be interested directly or indirectly, whether as a paid agent or an employee, in any business or undertaking other than that of the Employer and not to absent him/herself from his/her employment without the sanction of the employer/Council;
- (e) to attend, in accordance with the training regulation requirements of the Council applicable to him/her, such classes or to take such correspondence courses or portions thereof as may be applicable for the purpose of receiving technical or other instruction; to take such examinations as may from time to time be conducted by the Council or, with its permission, by any relevant educational body in connection with such classes or courses; and to conduct him/herself at such classes or courses or examinations in a seemly manner and in accordance with good discipline;
- (f) to record daily in a logbook such particulars as may be prescribed by the Council of the training which he/she has received from the Employer and to furnish the Employer, as required, with a true copy of the recordings made in the logbook.

**2. OBLIGATIONS OF THE EMPLOYER**

The Employer agrees—

- (a) to bind him/herself to receive the Learner Hairdresser for the period stated and to teach him/her efficiently or cause him/her to be taught efficiently in the category of the Trade specified in 1 (a) above;
- (b) to pay such fees in respect of technical instruction as he/she may be required to pay in terms of any lawful requirements of the Council;
- (c) to remunerate the Learner Hairdresser at a wage not less than the rate specified in terms of the Bargaining Council agreement administered by the Council and in force at any time;
- (d) to endorse and sign this contract on completion of the period of training and to transmit it through to the Secretary of the Council for noting of termination of training by the Council before handing it over to the Learner Hairdresser as his/her property.

**3. MUTUAL OBLIGATIONS OF THE PARTIES**

It is further agreed between the parties to the contract that—

- (a) if the Employer is satisfied that the Learner Hairdresser has committed a serious breach of the terms of his/her contract or that the Learner Hairdresser has conducted or is conducting him/herself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his/her training, the Employer's business or the attainment of the objects of this contract, whether during or outside his/her working hours or when attending classes or courses or taking examinations in accordance herewith or during his/her stay in any hostel, if such stay relates to his/her training, the Employer may forthwith suspend the Learner Hairdresser for a period not exceeding the number of days which the Learner Hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he/she suspends the Learner Hairdresser;
- (b) the parties shall comply with any other relevant training conditions, modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;
- (c) the parties agree to the extension of this contract if, upon application by the learner hairdresser to the Council, such extension is granted by the Council: Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the Employer.

**4. DEFINITIONS AND INTERPRETATION**

In this contract any word importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and "Council" shall mean the Hairdressing & Cosmetology Bargaining Council (KwaZulu-Natal).

Signed at ..... this ..... day of ..... 20.....

**AS WITNESSES:**

- 1. ....
- 2. ....

.....  
Employer

.....  
Learner Hairdresser

**REGISTRATION OF CONTRACT**

Registered at the office of the Bargaining Council this ..... day of ..... 20.....

.....  
Secretary

**TRANSFER**

(Not to be completed until the approval of the Council has been obtained and transmitted to the Employee).

With the consent of the parties to this Contract the services of the Learner Hairdresser and the rights and obligations of the

Employer are hereby transferred to: .....with effect from the date of registration hereof.

Signed at ..... this ..... day of ..... 20.....



## AS WITNESSES:

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

.....  
Employer

.....  
Learner Hairdresser

.....  
New Employer

Registered at the office of the Bargaining Council this ..... day of ..... 20.....

.....  
Secretary

## TERMINATION

(To be filled in on completion of the term of training under this contract).

This is to certify that the Learner Hairdresser ..... has completed his/her training under the contract and in accordance with the provisions thereof.

Signed at ..... this ..... day of ..... 20.....

.....  
Employer

Termination noted this ..... day of ..... 20.....

.....  
Secretary

## CANCELLATION

No training contract shall be rescinded except with the consent of the Council and with the consent of the parties thereto, or by the Secretary after consultation with the Council, or by the Council at the instance of one of the parties thereto if the Council is satisfied that it is expedient to do so.

## ANNEXURE G

## HAIRDRESSING &amp; COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

## COMMISSION AGREEMENT

Between:

.....  
(the employer)

and

.....  
(the employee)

1. The Employer hereby employs the employee as a .....  
Hairdresser, commencing on ..... at a salary of R.....  
per week/per month, being a salary not less than the prescribed as the minimum wage for that category of  
employment in the agreement for the time being in force in the Hairdressing Trade within the area of jurisdiction of  
the Hairdressing & Cosmetology Bargaining Council (Kwazulu-Natal).
2. In addition to the wages specified in 1 above, the employee shall be entitled to commission of.....  
per cent on his takings once the target of R..... reached. For the purposes of this clause "takings" shall  
"include/not include any amount in respect of sales of hairdressing products".
3. In respect of the sale of hairdressing products the employee shall be entitled to a commission of .....  
per cent of the value of the said products, such value to be determined at the retail price of the said products sold  
by the employee personally.
4. From the gross takings of the employee as specified in 2 above, the employer shall be entitled to deduct—
  - (i) the cost of all products used by the employee in rendering toilet services to clients, such cost to be the  
actual cost of all products so detailed in a current price list; and/or

(ii) ..... per cent of the gross takings of the employee.

5. Commission in terms of this Agreement shall be payable on the ..... day of each month.

6. This Agreement may be cancelled by either party by giving to the other not less than ..... days' notice of such cancellation.

Signed at ..... on this ..... day of ..... 20.....

AS WITNESSES:

1.

.....  
.....

2.

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

*Employer*

.....  
.....

*Employee*

**NOTE:** NO COMMISSION SHALL BE PAYABLE IF THIS COMMISSION AGREEMENT IS NOT SIGNED. THE PERIOD REFERRED TO IN 5.2 ABOVE SHALL BE NOT LESS THAN SIX DAYS.

#### **ANNEXURE H**

#### **HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**

#### **CERTIFICATE OF SERVICE**

This is to certify that particulars as mentioned hereunder are a true record of the employment by this salon of

.....  
(full name of employee)

I.D. No. ....

Address and telephone number at which employee may be contacted:

.....  
.....

Total period of employment:

From .....

To .....

Occupation immediately prior to termination of employment and rate of pay:

.....

Name, business address and telephone number of the employer:

.....  
.....

Date .....

For and on behalf of the employer



**ANNEXURE I**  
**HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**  
**ATTENDANCE REGISTER**

..... (Name of employee)		..... (Occupation of employee)																
Year .....		ENTRIES TO BE MADE BY EMPLOYEE												REMARKS (if any)				
Month .....		Signature	Time of starting work	Intervals of work										Time of finishing work	Overtime		Total number of hours worked	
Date	Day of week			off	on	off	on	off	on	on	off	on	on		off	each	each	
1. ....																		
2. ....																		
3. ....																		
4. ....																		
5. ....																		
6. ....																		
7. ....																		
8. ....																		
9. ....																		
10. ....																		
11. ....																		
12. ....																		
13. ....																		
14. ....																		
15. ....																		

**Note:** Under headings "Off" and "On" in columns referring to "Intervals of work", insert time interval commenced and time work resumed. An employee shall be deemed to be at work for any interval in his/her work if he/she is not free to leave the establishment for the whole of that interval.

Signed at Durban for and on behalf of the parties, this 20th day of December 2001.

.....  
**L. NEL**

**Chairperson of the Council**

.....  
**T. SCOTT**

**Deputy Chairperson of the Council**

.....  
**A. OVERALL**

**Secretary of the Council**

**No. R. 369**

**5 April 2002**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF AMENDMENT 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 Afrikaans Schedule hereto, which was concluded in the Bargaining Council for the Building Industry, North and West Boland and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 15 April 2002, and for the period ending 17 May 2003.

**M. M. S. MDLADLANA**

**Minister of Labour**

**No. R. 369**

**5 April 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE BOUNYWERHEID, NOORD- EN WES-BOLAND: UITBREIDING VAN WYSIGING 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 Bounywerheid, Noord- en Wes-Boland 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 15 April 2002, en vir die tydperk, wat op 17 Mei 2003 eindig.

**M. M. S. MDLADLANA**

**Minister van Arbeid**

**BYLAE**

**BOUBEDINGINGSRAAD, NOORD- EN WES-BOLAND**

**KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 66 van 1995, gesluit deur en aangegaan tussen die

**Building Industries Association, North Boland**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant en die

**Bou-Industrieë-Assosiasie, Wes-Boland**

**Building Workers' Union**

(hierna die "werknemers" of die "vakbond" genoem), aan die ander kant wat die partye is by die Boubedingingsraad Noord- en Wes-Boland,

tot wysiging van die Kollektiewe Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 699 van 15 Mei 1998, soos gewysig by Goewermentskennisgewings No. R. 1612 van 11 Desember 1998, R. 871 van 16 Julie 1999, R. 1234 van 22 Oktober 1999, R. 780 van 11 Augustus 2000 en R. 1176 van 24 November 2000.

### 1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet nagekom word—
  - (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasies en die vakbond;
  - (b) in die landdrosdistrikte Ceres, Hopefield, Montagu, Moorreesburg, Piketberg, Robertson, Swellendam, Tulbagh, Vredenburg en Worcester.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
  - (a) slegs op die klasse werknemers vir wie lone voorgeskryf word in die Ooreenkoms;
  - (b) vakleerlinge en leerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is;
  - (c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.
- (3) Ondanks subklousule (1) (a), is die bepaling van die Ooreenkoms nie van toepassing nie op—
  - (a) klerke en administratiewe personeel;
  - (b) universiteitstudente en gegradueerdes in die bouwetenskap en konstruksie-opmeters en sodanige ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
  - (c) voormanne of algemene voormanne;
  - (d) nie-partye ten opsigte van klousules 1 (1) (a) en 2 van hierdie Ooreenkoms.

### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms vir nie-partye bindend word, of op die datum waarop die Minister weier om die Ooreenkoms tot nie-partye uit te brei en bly van krag tot 17 Mei 2003.

### 3. KLOUSULE 10: BESOLDIGING

- (1) Vervang subklousule (1) deur die volgende:

#### "Basiese lone:

- (1) Die basiese loon in die Nywerheid is soos volg:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per uur	R Per uur	R Per uur	R Per uur
(a) Skoonmakers .....	5,10	5,10	5,10	4,26
(b) (1) Algemene werkers, vervaardigingswerkers, stortwa-bestuurders en hystoesteloperateurs .....	6,37	6,37	6,37	5,38
	Per week	Per week	Per week	Per week
(2) Wagte (voltyds) .....	267,54	267,54	267,54	225,96
	Per uur	Per uur	Per uur	Per uur
(c) Bouwerker Kategorie 4 .....	7,04	7,04	7,04	6,05
(d) Bouwerker Kategorie 3 .....	7,85	7,85	7,85	6,79
(e) Bouwerker Kategorie 2 .....	8,79	8,79	8,79	7,64
(f) Bouwerker Kategorie 1 .....	9,79	9,79	9,79	8,58
(g) Ambagsman Kategorie 3: Dakwerkers en verwer .....	10,95	10,95	10,95	9,66
(h) (1) Ambagsman Kategorie 2: Dakwerker en verwer .....	12,24	12,24	12,24	10,85
(2) Ambagsman Kategorie 3: In alle ander ambagte .....	12,24	12,24	12,24	10,85
(i) (1) Ambagsman Kategorie 2: In alle ander ambagte .....	13,66	13,66	13,66	12,21
(2) Ambagsman Kategorie 1: Dakwerker en verwer .....	13,66	13,66	13,66	12,21
(j) Ambagsman Kategorie 3A: In alle ander ambagte .....	14,29	—	14,29	—
(k) Ambagsman Kategorie 1: In alle ander ambagte .....	15,24	15,24	15,24	13,74

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
(l) Voertuigbestuurders en operateurs van kragaan-gedrewe masjinerie wat in besit moet wees van 'n—				
(1) Kode 5-, 7- of B-lisensie .....	267,54	267,54	267,54	225,96
(2) Kode 8- of EB1-lisensie .....	295,68	295,68	295,68	254,10
(3) Kode 10- of EB1-lisensie .....	329,70	329,70	329,70	285,18
(4) Kode 11-, 14- of EC-lisensie .....	369,18	369,18	369,18	320,88
	Per uur	Per uur	Per uur	Per uur
(m) (1) Vakleerlinge in eerste jaar van opleiding .....	7,85	7,85	7,85	6,79
(2) Vakleerlinge in tweede jaar van opleiding .....	8,79	8,79	8,79	7,64
(3) Vakleerlinge in derde jaar van opleiding .....	9,79	9,79	9,79	8,58
(n) (1) Kwekelingbouwerker Kategorie 4 .....	7,04	7,04	7,04	6,05
(2) Kwekelingbouwerker Kategorie 3 .....	7,85	7,85	7,85	6,79
(3) Kwekelingbouwerker Kategorie 2 .....	8,79	8,79	8,79	7,64
(4) Kwekelingbouwerker Kategorie 1 .....	9,79	9,79	9,79	8,58

Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf ingevolge die Wet op Mannekragopleiding, 1981: Met dien verstande voorts dat die lone hierbo gespesifiseer vir drywer/masjienbedieners betaalbaar is indien sodanige werknemers 42 of meer gewone werksure maar hoogstens 45 gewone werksure in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werksure in enige week gewerk het, moet hul lone, vir die spesifieke week soos volg bereken word: Bogenoemde gespesifiseerde lone gedeel deur 42 uur en vermenigvuldig met die werklike getal gewone werksure gewerk."

- (2) In subklousule (7) (a) vervang die bedrag "R12,34" deur die bedrag "R12,77".

#### 4. KLOUSULE 14: VAKANSIEFONDS

- (1) Vervang subklousule (2) deur die volgende:

"(2) **Bydraes deur die werkgever:** (a) 'n Werkgever moet bydrae tot die vakansiefonds namens 'n geskikte werknemer ten opsigte van elke week wat daardie werknemer in sy diens is ("n bydraeweek"), welke bedrag soos volg bereken word—

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) Klousule 10 (1) (a) .....	12,60	12,60	12,60	10,50
(ii) Klousule 10 (1) (b) en (L) (1) .....	15,54	15,54	15,54	13,02
(iii) Klousule 10 (1) (c), (L) (2), en (n) (1) .....	17,22	17,22	17,22	14,70
(iv) Klousule 10 (1) (d), (L) (3), (m) (1) (n) (2) .....	18,90	18,90	18,90	16,38
(v) Klousule 10 (1) (e), (L) (4), (m) (2) (n) (3) .....	21,42	21,42	21,42	18,48
(vi) Klousule 10 (1) (f), (m) (3) en (n) (4) .....	23,10	23,10	23,10	20,58
(vii) Klousule 10 (1) (g) .....	26,46	26,46	26,46	23,52
(viii) Klousule 10 (1) (h) .....	29,40	29,40	29,40	26,04
(ix) Klousule 10 (1) (i) (1) en (i) (3) .....	32,76	32,76	32,76	29,40
(x) Klousule 10 (1) (i) (2) .....	32,76	32,76	32,76	—
(xi) Klousule 10 (1) (j) .....	34,44	34,44	34,44	—
(xii) Klousule 10 (1) (k) .....	36,54	36,54	36,54	33,18



(2) Vervang subklousule (3) deur die volgende:

(3) **Bydrae deur die werknemer:** (a) Elke werkgever kan op elke betaaldag van die lone elke werk verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besonderhede bydraeweek gewerk het, die bedrae hieronder gespesifiseer, vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Vakansiefonds:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	c Per uur week	c Per uur week	c Per uur week	c Per uur week
Werknemers vir wie lone voorgeskryf word in—				
(i) Klousule 10 (1) (a) .....	30	30	30	25
(ii) Klousule 10 (1) (b) en (L) (1) .....	37	37	37	31
(iii) Klousule 10 (1) (c), (L) (2), en (n) (1) .....	41	41	41	35
(iv) Klousule 10 (1) (d), (L) (3), (m) (1) (n) (2) .....	45	45	45	39
(v) Klousule 10 (1) (e), (L) (4), (m) (2) (n) (3) .....	51	51	51	44
(vi) Klousule 10 (1) (f), (m) (3) en (n) (4) .....	55	55	55	49
(vii) Klousule 10 (1) (g) .....	63	63	63	56
(viii) Klousule 10 (1) (h) .....	70	70	70	62
(ix) Klousule 10 (1) (i) (1) en (i) (3) .....	78	78	78	70
(x) Klousule 10 (1) (i) (2) .....	78	78	78	—
(xi) Klousule 10 (1) (j) .....	82	82	82	—
(xii) Klousule 10 (1) (k) .....	87	87	87	79

### 5. KLOUSULE 16: AFTREDINGSFONDSE

(1) Vervang subklousule (4) (a) deur die volgende:

(4) **Bydraes deur die werkgever:** (1) Elke werkgever moet bydra tot die Aftredingsfondse namens elke geskikte werknemer ten opsigte van elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R per week	R per week	R per week	R per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a) .....	32,34	32,34	32,34	26,88
(ii) klousule 10 (1) (b) en (L) (1) .....	40,32	40,32	40,32	34,02
(iii) klousule 10 (1) (c), (L) (2), en (n) (1) .....	44,52	44,52	44,52	38,22
(iv) klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	49,56	49,56	49,56	42,84
(v) klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	55,44	55,44	55,44	48,30
(vi) klousule 10 (1) (f), (m) (3) en (n) (4) .....	61,74	61,74	61,74	54,18
(vii) klousule 10 (1) (g) .....	69,30	69,30	69,30	60,90
(viii) klousule 10 (1) (h) .....	77,28	77,28	77,28	68,46
(ix) klousule 10 (1) (i) (1) en (i) (3) .....	86,10	86,10	86,10	77,28
(x) klousule 10 (1) (i) (2) .....	77,28	77,28	77,28	—
(xi) klousule 10 (1) (j) .....	86,10	86,10	86,10	—
(xii) klousule 10 (1) (k) .....	96,18	96,18	96,18	86,94



(2) Vervang subklousule (5) (a) deur die volgende:

- (5) **Bydraes deur die werknemer:** (a) Elke werkgever kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die aftredingsfondse:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) Klousule 10 (1) (a).....	77	77	77	64
(ii) Klousule 10 (1) (b) en (L) (1) .....	96	96	96	81
(iii) Klousule 10 (1) (c), (L) (2), en (n) (1).....	106	106	106	91
(iv) Klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2).....	118	118	118	102
(v) Klousule 10 (1) (e), (L) (4), (m) (2), en (n) (3).....	132	132	132	115
(vi) Klousule 10 (1) (f), (m) (3) en (n) (4).....	147	147	147	129
(vii) Klousule 10 (1) (g).....	165	165	165	145
(viii) Klousule 10 (1) (h).....	184	184	184	163
(ix) Klousule 10 (1) (i) (1) en (i) (3).....	205	205	205	184
(x) Klousule 10 (1) (i) (2) .....	184	184	184	—
(xi) Klousule 10 (1) (j).....	205	205	205	—
(xii) Klousule 10 (1) (k).....	229	229	229	207

#### 6. KLOUSULE 17: BYSTANDSFONDS VIR SIEKTE- EN FAMILIEVERANTWOORDELIKEIDSVLOF VIR DIE BOUNYWERHEID

(1) Vervang subklousule (3) deur die volgende:

- (3) **Bydraes deur die werkgever:** (a) 'n Werkgever moet 'n bedrag tot die Fonds bydra namens elke geskikte werknemer ten opsigte van elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word—

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) Klousule 10 (1) (a) .....	3,36	3,36	3,36	2,94
(ii) Klousule 10 (1) (b) en (L) (1) .....	4,20	4,20	4,20	3,36
(iii) Klousule 10 (1) (c), (L) (2), en (n) (1).....	4,62	4,62	4,62	3,78
(iv) Klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	5,04	5,04	5,04	4,62
(v) Klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	5,88	5,88	5,88	5,04
(vi) Klousule 10 (1) (f), (m) (3) en (n) (4) .....	6,30	6,30	6,30	5,46
(vii) Klousule 10 (1) (g) .....	7,14	7,14	6,14	6,30

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	Per week	Per week	Per week	Per week
(viii) Klousule 10 (1) (h) .....	7,98	7,98	7,98	7,14
(ix) Klousule 10 (1) (i) (1) en (i) (3) .....	8,82	8,82	8,82	7,98
(x) Klousule 10 (1) (i) (2) .....	7,98	—	7,98	—
(xi) Klousule 10 (1) (j) .....	8,82	—	8,82	—
(xii) Klousule 10 (1) (k) .....	9,66	9,66	9,66	8,82

(b) Elke werkgewer moet gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag en moet op daardie dag die gespesifiseerde voordeleleë wat die waarde aandui van die bydrae gemaak, endosseer en aan die werknemer uitreik".

(2) Vervang subklousule (4) deur die volgende:

"(4) **Bydrae deur die werknemer:** Elke werkgewer kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer vermenigvuldig met die verskil tussen die ure werklik gewerk, en 42 uur, aftrek as die werknemer se bydrae tot die Fonds.

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	c	c	c	c
	Per uur	Per uur	Per uur	Per uur
<b>Werknemers vir wie lone voorgeskryf word in—</b>				
(i) klousule 10 (1) (a) .....	08	08	08	07
(ii) klousule 10 (1) (b) en (L) (1) .....	10	10	10	08
(iii) klousule 10 (1) (c), (L) (2), en (n) (1) .....	11	11	11	09
(iv) klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	12	12	12	11
(v) klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	14	14	14	12
(vi) klousule 10 (1) (f), (m) (3) en (n) (4) .....	15	15	15	13
(vii) klousule 10 (1) (g) .....	17	17	17	15
(viii) klousule 10 (1) (h) .....	19	19	19	17
(ix) klousule 10 (1) (i) (1) en (i) (3) .....	21	21	21	19
(x) klousule 10 (1) (i) (2) .....	19	—	19	—
(xi) klousule 10 (1) (j) .....	21	—	21	—
(xii) klousule 10 (1) (k) .....	23	23	23	21

**7. KLOUSULE 20: UITGAWES VAN DIE RAAD**

(1) Vervang subklousule (1) deur die volgende:

"(1) **Bydrae deur die werkgewer:** (a) Elke werkgewer moet 'n geldelike bydrae tot die Raad maak ten opsigte van elke geskikte werknemer vir elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding			
	Gebied "A"	Gebied "B"	Gebied "C"	Gebied "D"
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a) .....	5,46	5,46	5,46	4,62
(ii) klousule 10 (1) (b) en (L) (1) .....	6,30	6,30	6,30	5,46
(iii) klousule 10 (1) (c), (L) (2) en (n) (1) .....	6,72	6,72	6,72	6,30
(iv) klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	7,98	7,98	7,98	6,72
(v) klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	8,82	8,82	8,82	7,98
(vi) klousule 10 (1) (f), (m) (3) en (n) (4) .....	9,66	9,66	9,66	8,82
(vii) klousule 10 (1) (g) .....	10,50	10,50	10,50	9,66
(viii) klousule 10 (1) (h) .....	12,18	12,18	12,18	10,50
(ix) klousule 10 (1) (i) (1) en (i) (3) .....	13,44	13,44	13,44	12,18
(x) klousule 10 (1) (i) (2) .....	12,18	12,18	12,18	—
(xi) klousule 10 (1) (j) .....	13,44	13,44	13,44	—
(xii) klousule 10 (1) (k) .....	15,12	15,12	15,12	13,44

(b) Elke werkgewer moet die gespesifiseerde bydrae van die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die Raad se voordeleseeëls wat die waarde aandui van die bydrae gemaak, endosseer en aan die werknemer uitreik."

(2) Vervang subklousule (2) deur die volgende:

"(2) **Bydraes deur die werknemer:** Elke werknemer kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer vermenigvuldig met die verskil tussen die ure werklike gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Fonds:

Werknemerskategorie	Vanaf die datum van inwerkingtreding van die ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a) .....	13	13	13	11
(ii) klousule 10 (1) (b) en (L) (1) .....	15	15	15	13
(iii) klousule 10 (1) (c), (L) (2), en (n) (1) .....	16	16	16	15
(iv) klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	19	19	19	16
(v) klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	21	21	21	19
(vi) klousule 10 (1) (f), (m) (3) en (n) (4) .....	23	23	23	21
(vii) klousule 10 (1) (g) .....	25	25	25	23
(viii) klousule 10 (1) (h) .....	29	29	29	25
(ix) klousule 10 (1) (i) (1) en (i) (3) .....	32	32	32	29
(x) klousule 10 (1) (i) (2) .....	29	29	29	—
(xi) klousule 10 (1) (j) .....	32	32	32	—
(xii) klousule 10 (1) (k) .....	36	36	36	32"

(3) Vervang subklousule (3) deur die volgende:

"(3) **Spesiale heffing deur die werknemer:** (a) Elke werkgever moet op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer, die bedrae hieronder gespesifiseer, aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van die ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a) .....	1,44	1,44	1,44	1,44
(ii) klousule 10 (1) (b) en (L) (1) .....	1,92	1,92	1,92	1,44
(iii) klousule 10 (1) (c), (L) (2), en (n) (1) .....	1,92	1,92	1,92	1,44
(iv) klousule 10 (1) (d), (L) (3), (m) (1) en (n) (2) .....	1,92	1,92	1,92	1,92
(v) klousule 10 (1) (e), (L) (4), (m) (2) en (n) (3) .....	2,40	2,40	2,40	1,92
(vi) klousule 10 (1) (f), (m) (3) en (n) (4) .....	2,40	2,40	2,40	2,40
(vii) klousule 10 (1) (g) .....	2,88	2,88	2,88	2,40
(viii) klousule 10 (1) (h) .....	3,36	3,36	3,36	2,88
(ix) klousule 10 (1) (i) (1) en (i) (3) .....	3,36	3,36	3,36	3,36
(x) klousule 10 (1) (i) (2) .....	3,36	3,36	3,36	—
(xi) klousule 10 (1) (j) .....	3,36	3,36	3,36	—
(xii) klousule 10 (1) (k) .....	3,83	3,83	3,83	3,36

(b) Elke werkgever moet die gespesifiseerde bydrae aan die Raad oorbetal soos voorgeskryf in subklousule (1) hiervan."

#### 8. KLOUSULE 28: GESKILBESLEGTINGSBOETES

6. Voeg die volgende nuwe klousule 28 in na klousule 27:

#### "28. GESKILBESLEGTINGSBOETES

Indien dit bevind word dat 'n werkgever nie aan die bepalings van die Ooreenkoms voldoen nie, kan 'n arbiter die boetes ople soos vervat hieronder:

(a) MAKSIMUM TOELAATBARE BOETES WAAR DAAR NIE ONDERBETALING VAN LONE IS NIE:

Geen vorige versuim .....	R100 per werknemer t.o.v. wie die versuim is.
'n Vorige versuim t.o.v. dieselfde klousule .....	R200 per werknemer t.o.v. wie die versuim is.
'n Vorige versuim binne die vorige 12 maande, of twee vorige oortredings t.o.v. dieselfde klousule binne 3 jaar	R300 per werknemer t.o.v. wie die versuim is.
Drie vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	R400 per werknemer t.o.v. wie die versuim is.
Vier vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	R500 per werknemer t.o.v. wie die versuim is.

(b) MAKSIMUM TOELAATBARE BOETES WAAR DAAR ONDERBETALING VAN LONE IS

Geen vorige versuim .....	25% van die bedrag verskuldig insluitend rente bereken op die dag waarop die bevel gemaak word.
'n Vorige oortreding t.o.v. dieselfde klousule binne 3 jaar.	50% van die bedrag verskuldig insluitend rente bereken op die dag waarop die bevel gemaak word.
'n Vorige versuim om t.o.v. dieselfde klousule binne 3 jaar, of twee vorige oortredings t.o.v. dieselfde klousules binne 3 jaar.	75% van die bedrag verskuldig insluitend rente bereken op die dag waarop die bevel gemaak word.



Drie vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar.	100% van die bedrag verskuldig insluitend rente bereken op die dag waarop die bevel gemaak word.
Vier of meer oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar.	200% van die bedrag verskuldig insluitend rente.

**9. KLOUSULE 29: ARBITRASIES**

Voeg die volgende nuwe klousule 29 in na klousule 28:

**"29. Arbitrasies:**

- (1) Indien 'n werkgewer daaraan skuldig bevind word dat hy versuim het om die bepalings van die Ooreenkoms na te kom, kan die Raad die arbiter versoek om sodanige werkgewer 'n boete op te lê soos voorgeskryf in klousule 28.
- (2) Ondanks subklousule (1) kan die Raad die arbiter om 'n kostebevel vra."

Geteken namens die partye op hede die 13de dag van September 2001.

**R. K. WIPPICH**

Voorsitter

**D. J. PHILLIPS**

Raadslid

**M. DOWRIES**

Sekretaris

**Boubedingingsraad Noord- en Wes-Boland**

(5 April 2002)

**No. R. 396**

**5 April 2002**

**LABOUR RELATIONS ACT, 1995**

**CLOTHING INDUSTRY BARGAINING COUNCIL (NORTHERN AREAS): RENEWAL OF  
MAIN 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) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 1041 of 10 September 1999, R. 328 of 7 April 2000 and R. 1351 of 15 December 2000, to be effective from the date of publication of this notice and period ending 30 June 2003.

**T. MKALIPI**

**Executive Manager: Collective Bargaining**

**No. R. 396**

**5 April 2002**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**KLERASIENYWERHEID BEDINGINGSRAAD (NOORDELIKE GEBIEDE): HERNUWING VAN  
HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermmentskennisgewings Nos. R. 1041 van 10 September 1999, R. 328 van 7 April 2000 en R. 1351 van 15 Desember 2000, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 2003 eindig.

**T. MKALIPI**

**Uitvoerende Bestuurder: Kollektiewe Bedinging**



No. R. 397

5 April 2002

## LABOUR RELATIONS ACT, 1995

**CLOTHING INDUSTRY BARGAINING COUNCIL (NORTHERN AREAS): RENEWAL OF  
FUND 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) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 828 of 23 July 1999, R. 378 of 14 April 2000 and R. 543 of 2 June 2000 to be effective from the date of publication of this notice for the and period ending 30 June 2003.

**T. MKALIPI****Executive Manager: Collective Bargaining**

No. R. 397

5 April 2002

## WET OP ARBEIDSVERHOUDINGE, 1995

**KLERASIENYWERHEID BEDINGINGSRAAD (NOORDELIKE GEBIEDE): HERNUWING VAN  
FONDS KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewings Nos. R. 828 van 23 Julie 1999, R. 378 van 14 April 2000 en R. 543 van 2 Junie 2000 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 2003 eindig.

**T. MKALIPI****Uitvoerende Bestuurder: Kollektiewe Bedinging**

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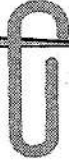
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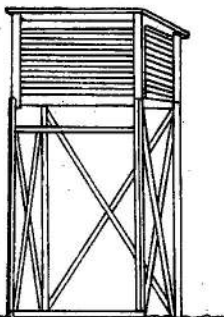
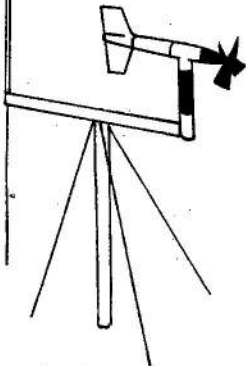
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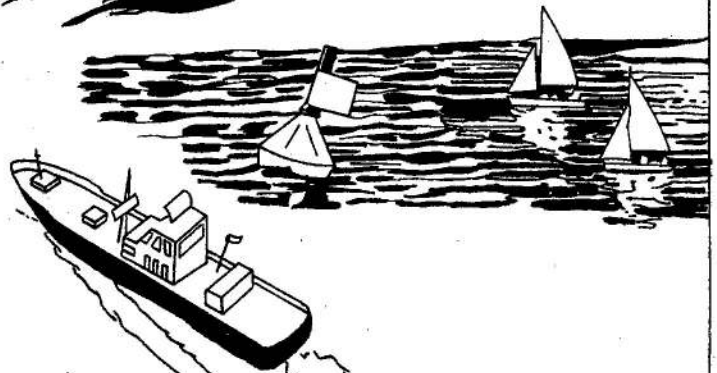
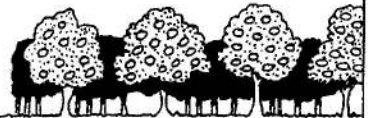
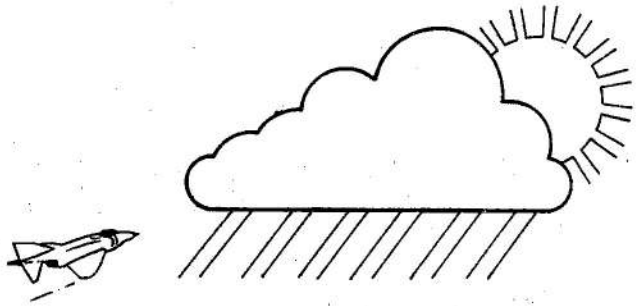
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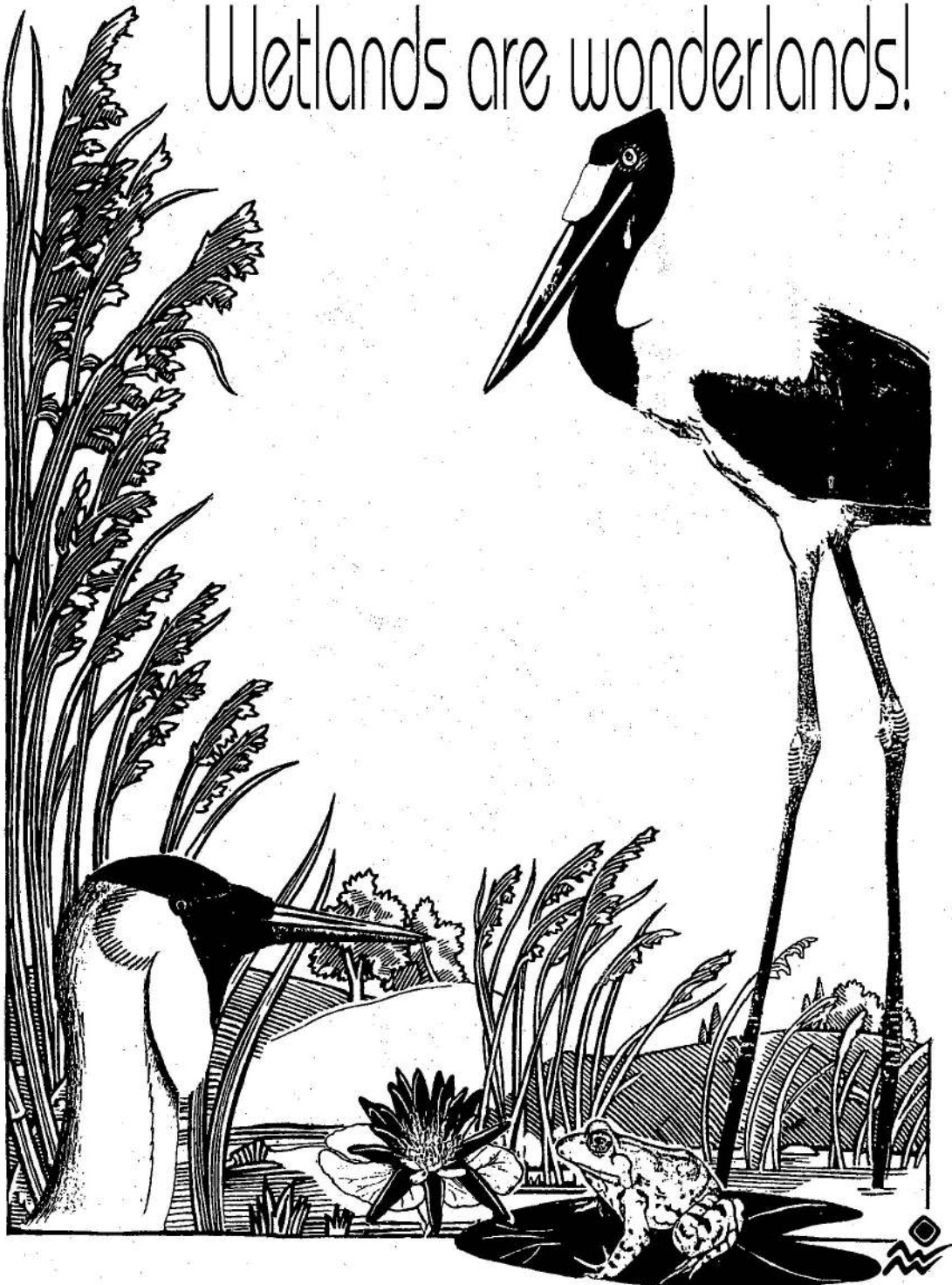
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