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**No. 8190**

***Regulasiekoerant***

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**No. 27397**

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**GOVERNMENT NOTICES**  
**GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF AGRICULTURE**  
**DEPARTEMENT VAN LANDBOU**

**No. R. 243**

**24 March 2005**

**AGRICULTURAL PESTS ACT, 1983**  
**(ACT 36 OF 1983)**

**CONTROL MEASURES: AMENDMENT**

I, Angela Thokozile Didiza, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983, (Act 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 R110 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, JR. 1636 of 27 October 1995, R. 1977 of 22 December 1995, R. 1012 of 1 August 1997, R. 288 of 27 February 1998, R. 1470 of 20 November 1998, R. 666 of 28 May 1999 and R. 613 of 23 June 2000, R. 397 of 18 May 2001, R. 810 of 31 August 2001, R. 368 of 5 April 2002, R. 714 of 24 May 2002, R. 831 of 21 June 2002, R. 1364 of 8 November 2002, R. 465 of 4 April 2003 and R. 144 of 9 February 2004.

**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)]	R120,00 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 examination 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 (vi) Test for the occurrence of nematodes	R 255,00 per test R 215,00 per test R 255,00 per test R 55,00 per test R 225,00 per test R 125,00 per test R 55,00 per test R 100,00 per sample R 225,00 per sample R 145,00 per test R 190,00 per test R 170,00 per sample R 145,00 per test

This amendment will come into operation on 1 April 2005

No. R. 243

24 Maart 2005

**WET OP LANDBOUPLAË, 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, R. 810 van 31 Augustus 2001, R. 368 van 5 April 2002, R. 714 van 24 Mei 2002, R. 831 van 21 Junie 2002, R. 1364 van 8 November 2002, R. 465 van 4 April 2003 en R. 144 van 9 Februarie 2004.

**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)]	R120,00 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 bakterieë (ii) Toets vir die voorkoms van swamme (iii) Toets vir die voorkoms van fitoplasmas: (aa) PCR toets (bb) ELISA toets (cc) Hardehoutindeksering (iv) Toets vir die voorkoms van insekte (v) Toets vir die voorkoms van virusse: (aa) ELISA toets (bb) Sagteplantindeksering (cc) Hardehoutindeksering (dd) (i) ICRT-PCR toets (ii) RT-PCR (ee) ISEM (vi) Toets vir die voorkoms van Aalwurms	R255,00 per toets R215,00 per toets  R255,00 per toets R55,00 per toets R225,00 per toets R125,00 per toets  R55,00 per toets R100,00 per monster R225,00 per toets R145,00 per toets R190,00 per toets R170,00 per monster R145,00 per toets

Hierdie wysiging tree in werking op 1 April 2005.

No. R. 244

24 March 2005

**AGRICULTURAL PESTS ACT, 1983  
(ACT 36 OF 1983)**

**REGULATIONS: AMENDMENT\***

The Minister of Agriculture, acting under section 16 of the Agricultural Pests Act, 1983, ( Act No 36 of 1983), made the regulations set out in the Schedule.

A.T. DIDIZA  
Minister of Agriculture

**\* Amendment of fees payable**

**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, R. 396 of 18 May 2001, R. 367 of 5 April 2003, R. 464 of 4 April 2003 and R. 143 of 9 February 2004.

**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 1	TARIFF 2
<p>1. Examination, 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>R240,00 for 30 minutes or portion thereof, including travelling time spent by each officer on the service</p> <p>R480,00 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>R 120,00 per 30 minutes or portion thereof, including travelling time spent by each officer on the service.</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>R 255,00 per test</p> <p>R 215,00 per test</p> <p>R 255,00 per test</p> <p>R 55,00 per test</p> <p>R 225,00 per test</p> <p>R 125,00 per test</p> <p>R 55,00 per test</p> <p>R 100,00 per sample</p> <p>R 225,00 per sample</p> <p>R 145,00 per test</p> <p>R 190,00 per test</p> <p>R 170,00 per sample</p>



(vi) Test for occurrence of nematodes	R 145,00 per test
4. Appeal in terms of section 11 of the Act [Reg. 9 (3)]	R3 500,00 per appeal

**This amendment will come into operation on 1 April 2005**

**No. R. 244**

**24 Maart 2005**

**WET OP LANDBOUPLAË, 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**

**\*Wysiging van gelde betaalbaar.**

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer in Goewermentskennissgewing No R. 111 van 27 Januarie 1984, soos gewysig deur Goewermentskennissgewings 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, R. 396 van 18 Mei 2001, R.367 van 5 April 2003, R.464 of April 2003 en R. 143 van 9 Februarie 2004.

**Vervanging van Tabel 1 van die Regulasies**

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

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

<b>AARD VAN DIENS</b>		<b>TARIEF</b>
<b>1</b>		<b>2</b>
1. Ondersoek, buite die amptelike kantoorure van die uitvoerende beamppte, van beheerde goedere wat in die Republiek ingevoer is. [Reg. 5(2)]		
(i)	Weeksdae van 16:00 – 20:00 / 06:00 – 07:30 en Saterdag van 06:00 – 20:00	R240,00 vir 30 minute of gedeelte daarvan, ingeslote reistyd, deur elke beamppte aan die diens gewy
(ii)	Weeksdae en Saterdag van 20:00 – 06:00, Sondag en Publieke vakansiedae	R480,00 vir 30 minute of gedeelte daarvan, ingeslote reistyd, deur elke beamppte aan die diens gewy
2. Inspeksie van 'n kwarantengebied in verband waarmee 'n aansoek, aanpassing of intrekking van 'n instruksie ingedien is. [Reg. 8 (a)]		R120,00 per 30 minute of 'n gedeelte daarvan, ingeslote reistyd, deur elke beamppte aan die diens gewy.
3. Toets, ondersoek of ontleding van 'n monster geneem in die loop van 'n inspeksie van 'n kwarantengebied [Reg. 8 (b)]:		
(i)	Toets vir voorkoms van bakterië	R255,00 per toets
(ii)	Toets vir voorkoms van swamme	R215,00 per toets
(iii)	Toets vir voorkoms van fitoplasmas:	
(aa)	PCR toets	R255,00 per toets
(bb)	ELISA toets	R55,00 per toets
(cc)	Hardehoutindeksering	R225,00 per toets
(iv)	Toets vir voorkoms van insekte	R125,00 per toets
(v)	Toets vir voorkoms van virusse:	
(aa)	ELISA toets	R55,00 per toets
(bb)	Sagteplantindeksering	R100,00 per monster
(cc)	Hardehoutindeksering	R225,00 per monster
(dd)	(i) ICRT-PCR toets	R145,00 per toets

(vi) (ii) RT-PCT (ee) ISEM Toets vir voorkoms van aalwurms	R190,00 per toets R170,00 per monster R145,00 per toets
4. Appél ingevolge artikel 11 van die Wet [Reg. 9(3)]	R 3 500,00 per appél

Hierdie wysiging tree in werking op 1 April 2005

**DEPARTMENT OF HEALTH  
DEPARTEMENT VAN GESONDHEID**

**No. R. 247****24 March 2005**

**FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)**

**REGULATIONS GOVERNING THE MAXIMUM LIMITS FOR PESTICIDE RESIDUES THAT  
MAY BE PRESENT IN FOODSTUFFS**

The Minister of Health has, in terms of section 15(1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations contained in the Schedule hereto.

**SCHEDULE**

1. In these regulations "the Regulations" means the regulations published under Government Notice No. R. 246 of 11 February 1994, as corrected by Government Notice No. R. 1448 of 26 August 1994, Government Notice No. R. 494 of 8 June 2001 and Government Notice No. R. 525 of 3 May 2002.

**Insertion of new regulation and renumbering of existing regulation**

2. The following regulation is hereby inserted after regulation 3 of the regulations and the existing regulation 4 renumbered regulation 5.

"4. The standards for the methods of analysis and sampling of pesticide residues in food shall be as laid down in the latest edition of the Codex Alimentarius Standards, Pesticides Residues in Food: Methods of Analysis and Sampling, obtainable from the Department of Health."

### Amendment of the Annex of the Regulations

3. The Annex of the Regulations is hereby amended by -

(1) the insertion of the following particulars in the correct alphabetical order:

I Chemical Substance	II Foodstuff	III MRL (mg/kg)
Acetamiprid.....	Cotton seed..... Tomatoes.....	0.02 0.20
Alpha-cypermethrin (alpha-cypermethrin, sum of isomers)	Wheat.....	0.02
Beta-cyfluthrin.....	Canola.....	0.01
Carbendazim (carbendazim)...	Avocados..... Potatoes.....	0.01 0.05
Carbofuran (carbofuran and 3-hydroxy- carbofuran, expressed as carbofuran).....	Maize.....	0.20 <sup>1</sup>
Ethoprophos (ethoprophos)...	Citrus.....	0.05
Fipronil (fipronil – fat soluble).....	Citrus..... Mangoes.....	0.05 0.05
Florasulam.....	Wheat.....	0.01
Flumetsulam.....	Wheat.....	0.05
Flusilazole (flusilazole).....	Apples..... Pears.....	0.10 <sup>2</sup> 0.10
Flutriafol.....	Beans (dry).....	0.05
Imidacloprid.....	Grapes.....	0.05
Indoxacarb .....	Apples..... Pears.....	1.00 1.00
Iodosulfuron.....	Barley..... Wheat.....	0.05 0.05
Lufenuron.....	Tomatoes.....	0.02
Mesotrione.....	Maize.....	0.01
Methamidophos (methamidophos).....	Canola.....	0.05

1 Carbofuran: The MRL for maize was 0.1 mg/kg

2 Flusilazole: The MRL for apples and pears was 0.05 mg/kg. The agricultural practice changed in that a higher dose rate is recommended for the control of diseases in these crops

<b>I</b> <b>Chemical Substance</b>	<b>II</b> <b>Foodstuff</b>	<b>III</b> <b>MRL (mg/kg)</b>
Oxydemeton-methyl (sum of oxydemeton-methyl and its sulphone, expressed as oxydemeton-methyl).....	Wheat.....	0.20
Parathion (parathion).....	Barley.....	0.50
	Cruciferae.....	0.50
	Cactus and spineless pears.....	0.50
	Castor oil.....	0.05
	Citrus.....	0.50
	Onions.....	0.05
	Sorghum.....	0.20
	Wheat.....	0.20
Pyraflufen-ethyl.....	Barley.....	0.01
	Wheat.....	0.01
Silthiopham.....	Wheat.....	0.01
Spinosad [the sum of spinosad (spinosyns A and D) and its metabolites spinosyn K, spinosyn B and N-demethyl spinosyn].....	Apples.....	0.01
	Citrus.....	0.05
	Grapes (table).....	0.01
Zoxamide (sum of zoxamide and its acid metabolites, RH-1452 and RH-1455).....	Potatoes.....	0.05

(2) the substitute for –

“pickly pears” to “cactus and spineless pears” in column II next to parathion in column I

  
**MS TSHABALALA-MSIMANG**  
**Minister of Health**

No. R. 247

24 Maart 2005

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

**REGULASIES BETREFFENDE DIE MAKSIMUM PERKE VIR  
PLAAGDODERRESIDU'S WAT IN VOEDINGSMIDDELS AANWESIG MAG  
WEES.<sup>1</sup>**

Die Minister van Gesondheid het kragtens artikel 15(1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan uitgevaardig.

**BYLAE**

1. In hierdie regulasies beteken "die Regulasies" die regulasies gepubliseer ingevolge Goewermentskennisgewing No. R. 246 van 11 Februarie 1994, soos gewysig by Goewermentskennisgewing No. R. 1448 van 26

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<sup>1</sup> Hierdie dokument is 'n vertaling van die Engelse wysiging van die betrokke regulasies wat slegs in Engels verskyn het. Die normale regulasiewysiging in Afrikaans kon nie plaasvind nie omdat die betrokke regulasies oorspronklik slegs in Engels verskyn het. Hierdie dokument kon dus nie gebaseer word op 'n oorspronklike Afrikaanse stel regulasies nie.



Augustus 1994, Goewermentskennisgewing No. R. 494 van 8 Junie 2001  
en Goewermentskennisgewing No. R. 525 van 3 Mei 2002.

**Invoeging van 'n nuwe regulasie en hernoemering van bestaande regulasie**

2. Die volgende regulasie word hierby ingevoeg na regulasies 3 van die regulasies en die bestaande regulasie 4 word hernoem tot regulasie 5:

"4. Die Standaard vir die metodes van ontleding en monsterneming van plaagdoderresidu's in voedsel is soos neergelê in die jongste uitgawe van die "Codex Alimentarius Standards, Pesticide Residues in Food: Methods of Analysis and Sampling", verkrygbaar van die Departement van Gesondheid."

**Wysiging van die Aanhangsel van die Regulasies**

3. Die Aanhangsel van die Regulasies word hierby gewysig deur -
  - (1) die volgende besonderhede in die korrekte alfabetiese orde in te voeg:

I	II	III
Chemiese Stof	Voedingsmiddel	MRP (mg/kg)
Alfa-sipermetrien (alfa-sipermetrien, som van isomere)	Koring	0.02
Asetamipried .....	Katoensaad.....	0.02
	Tamaties .....	0.20
Beta-siflutrien .....	Canola .....	0.01
Etoprofos (etoprofos)	Sitrus.....	0.05
Fiproniel (fiproniel – vetoplosbaar).....	Sitrus .....	0.05
	Mango's .....	0.05
Florasulaam .....	Koring .....	0.01
Flumetsulaam.....	Koring.....	0.05
Flusilasool (flusilasool)	Appels.....	0.10 <sup>2</sup>
	Pere .....	0.10
Flutriafool .....	Bone (droëbone) .....	0.05
Imidaklopried.....	Druwe.....	0.05
Indoksakarb.....	Appels.....	1.00
	Pere.....	1.00
Jodosulfuroon .....	Gars.....	0.05
	Koring .....	0.05
Karbendasiem	Avokado's .....	0.01
(karbendasiem)	Aartappels.....	0.05

Karbofuraan (karbofuraan en 3- hidroksi-karbofuraan, uitgedruk as karbofuraan)	Mielies.....	0.20 <sup>3</sup>
Lufenuroon.....	Tamaties.....	0.02
Mesotrioon .....	Mielies .....	0.01
Metamidofos (metamidofos) .....	Canola.....	0.05
Oksidemeton-metiel (som van oksidemeton- metiel en sy sulfoon, uitgedruk as oksidemeton-metiel)....	Koring .....	0.20
Paration (paration)	Gars.....	0.50
	Cruciferae.....	0.50
	Kaktus- en doringlose turksvye.....	0.50
	Kasterolie.....	0.05
	Koring.....	0.20
	Sitrus .....	0.50
	Sorghum.....	0.20
	Uie.....	0.05

Piraflufen-etiel .....	Gars.....	0.01
	Koring .....	0.01
Siltiofaam.....	Koring .....	0.01
Spinosad [die som van spinosad (spinosiene A en D) en sy metaboliete spinosien K, spinosien B en N-demetielspinosien]	Appels .....	0.01
	Sitrus .....	0.05
	Druwe (tafeldruwe)	0.01
Zoksamied (som van zoksamied en sy suurmetaboliete, RH- 1452 en RH-1455).....	Aartappels.....	0.05

(2) "kaktus- en doringlose turksvye" te vervang deur "turksvye" in kolom II langs paration in kolom 1.

  
MS TSHABALALA-MSIMANG

Minister van Gesondheid

No. R. 248

24 March 2005

**FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)****REGULATIONS RELATING TO THE USE OF SWEETENERS IN FOODSTUFFS:****AMENDMENT**

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

**SCHEDULE****Definitions**

1. In these regulations, "the Regulations" means the regulations published under Government Notice No. R. 3128 of 20 December 1991, as amended by Government Notice No. R. 662 of 28 February 1992, Government Notice No. R. 2064 of 2 December 1994 and Government Notice No. R. 1568 of 28 November 1997.

**Amendment of the Annexure to the Regulations**

2. The list of "Non-nutritive sweeteners" is hereby amended by the insertion immediately after the expression "Calcium Saccharin", of the expression "Neotame"

**ME TSHABALALA-MSIMANG****Minister of Health**

No. R. 248

24 Maart 2005

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

**REGULASIES BETREFFENDE DIE GEBRUIK VAN VERSOETERS IN  
VOEDINGSMIDDELS: WYSIGING**

Die Minister van Gesondheid het kragtens artikel 15(1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies in die Bylae uitgevaardig.

**BYLAE**

**Woordomskrywing**

1. In hierdie regulasies beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 3128 van 20 Desember 1991, soos gewysig by Goewermentskennisgewing No. R. 662 van 28 Februarie 1992, Goewermentskennisgewing No. R. 2064 van 2 Desember 1994 en Goewermentskennisgewing No. R. 1568 van 28 November 1997.

**Wysiging van die Aangangsel by die Regulasies**

2. Die lys van "Nie-voedsame versoeters" word hierby gewysig deur die invoeging van die uitdrukking "Neotaam" na die uitdrukking "Natriumsiklamaat".

  
**ME TSHABALALA-MSIMANG**

**Minister van Gesondheid**

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID****No. R. 238****24 March 2005**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: AUTO WORKERS' PROVIDENT FUND  
COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 690 of 31 May 2002, R. 1215 of 29 August 2003, R. 1709 of 21 November 2003, R. 258 of 27 February 2004, R. 683 of 1 June 2004 and R. 1073 of 17 September 2004, with effect from 1 April 2005.

**M.M.S. MDLADLANA**

Minister of Labour

**No. R. 238****24 Maart 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

**MOTORNWERHEID BEDINGINGSRAAD—MIBCO: MOTORWERKERS  
KOLLEKTIEWE VOORSORGFONDSOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 690 van 31 Mei 2002, R. 1215 van 29 Augustus 2003, R. 1709 van 21 November 2003, R. 258 van 27 Februarie 2004, R. 683 van 1 Junie 2004 en R. 1073 van 17 September 2004 in, met ingang van 1 April 2005.

**M.M.S. MDLADLANA**

Minister van Arbeid

**No. R. 239****24 March 2005**

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: EXTENSION TO NON-PARTIES OF  
AUTO WORKERS' PROVIDENT FUND COLLECTIVE AGREEMENT**

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 Motor Industry Bargaining Council—MIBCO 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 1 April 2005, and for the period ending 31 March 2005.

**M.M.S. MDLADLANA**

Minister of Labour

**No. R. 239****24 Maart 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

**MOTORNWERHEID BEDINGINGSRAAD—MIBCO: UITBREIDING NA NIE-PARTYE VAN MOTORWERKERS  
KOLLEKTIEWE VOORSORGFONDSOOREENKOMS**

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 Motornwerheidbedingingsraad—MIBCO 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 1 April 2005, en vir die tydperk wat op 31 Maart 2015 eindig.

**M.M.S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO****AUTO WORKERS' PROVIDENT FUND COLLECTIVE AGREEMENT**

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

**Retail Motor Industry Organisation (RMI)**

and the

**Fuel Retailers' Association of South Africa (FRA)**

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

**National Union of Metalworkers of South Africa (NUMSA),**

and

**MISA/SAMU**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Motor Industry Bargaining Council—MIBCO.

**CLAUSE 1: PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force until 31 March 2015.

**CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT**

- (1) Subject to the provisions of subclause (2), the terms of this Agreement shall be observed—
  - (a) in the Motor Industry in the Republic of South Africa;
  - (b) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
  - (a) grades 1 to 6 employees who are members of the Motor Industry Provident Fund until such time as the parties agree that they are transferred to the Auto Worker's Provident Fund;
  - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
  - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund that was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favourable than those provided by the Fund;
  - (d) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.
- (3) Clauses 1 and 9 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

**CLAUSE 3: DEFINITIONS**

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, and the Main Agreement shall have the same meaning as in that Act or Agreement, references to an Act shall include any amendments to such Act, and, unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa; further, unless inconsistent with the context—

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

**"apprentice"** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998;

**"Company"** means the Motor Industry Fund Administrators (Pty) Ltd;

**"Council"** means the Motor Industry Bargaining Council—MIBCO, registered in terms of section 29 of the Act;

**"Division B employees"** means those employees as defined in the Main Agreement as amended from time to time;

**"establishment"** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;

**"Exemption Board"** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non-parties against the refusal of a non-party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;

**"Fund"** means the Auto Workers' Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;



**"Grades 1 to 6 employees"** means those employees as defined in the Main Agreement as amended from time to time;

**"Journeyman"** means an employee who is validly in possession of either a Grade CA or Grade CAE membership card issued to him on or after 1 January 1984 by either the Motor Industry Combined Workers' Union or the National Union of Metalworkers of South Africa, of MISA/SAMU or any one of the organisations that preceded the amalgamation of the Motor Industry Staff Association and the South African Motor Union;

**"Main Agreement"** means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act;

**"Motor Industry" or "Industry"** means the Motor Industry as defined in the Main Agreement as amended from time to time;

**"pensionable remuneration"** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece-work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods: Provided, however, that all commission received in excess of R7 500 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;

**"Region EC"** means those areas defined as "Area A (EC)" and "Area B (EC)" in the Main Agreement;

**"Region KZNL"** means those areas defined as "Area A (KZNTL)" and "Area B (KZNTL)" in the Main Agreement;

**"Region FS & NC"** means those areas defined as "Area A (FS & NC)" and "Area B (FS & NC)" in the Main Agreement;

**"Region Highveld"** means those areas defined as "Area A (Highveld)" and "Area B (Highveld)" in the Main Agreement;

**"Region Northern"** means those areas defined as "Area A (Northern)" and "Area B (Northern)" in the Main Agreement;

**"Region WP"** means those areas defined as "Area A (WP)" and "Area B (WP)" in the Main Agreement;

**"Regional council"** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;

**"retirement age"** means 65 years;

**"voluntary member"** means a person admitted to membership by a regional council in terms of clause 5 of this Agreement;

**"week"** means a period of seven consecutive days commencing at midnight on a Sunday.

#### CLAUSE 4: ESTABLISHMENT AND OBJECTS OF THE FUND

(1) The Auto Workers' Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 837 of 23 June 1995, is hereby continued.

(2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.

(3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, provide benefits for members.

#### CLAUSE 5: MEMBERSHIP

(1) Subject to the provisions of clause 2 of this Agreement and of subclause (3) of this clause, membership of the Fund shall be compulsory for every employee employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.

(2) Employees who are not compulsory members in terms of subclause (1) and directors of companies, members of close corporations, sole proprietors and partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the regional council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and to their employers.

(3) Every employee for whom membership is compulsory in terms of subclause (1) of this clause, and every person admitted to voluntary membership in terms of subclause (2) of this clause, shall—

- (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the regional council for the region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry, and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one region to another;
- (b) when required to do so by the Council, a regional council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of establishing his identity, his membership of the Fund and/or paying or determining any benefit arising out of such membership.

#### CLAUSE 6: CONTRIBUTIONS

(1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) of every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry: Provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.

(2) The contributions specified in subclause (1) shall, subject to the proviso contained in subclause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.

(3) Every employer shall contribute and add to the contributions deducted in terms of subclause (2) an amount equal to 8% of the member's pensionable remuneration.

(4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of subclauses (2) and (3) of this clause shall be paid each month to the Secretary of the regional council for the region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:

- (a) Name, initials and national identification number of each employee;
- (b) amount of contributions remitted in respect of each employee;
- (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.

(5) Every employer shall pay the total amount of the contributions payable by him and his employees and render the statement of details in terms of subclause (4) to the Secretary of the regional council concerned by not later than the 10th day of the month immediately following that to which the contributions and details relate.

**Note:**

- (a) The present postal addresses of the Secretaries of the various regional councils are as follows:

For Region EC: PO Box 7270, Port Elizabeth, 6056.

For Region KZNL: PO Box 17263, Congella, 4013.

For Region FS & NC: PO Box 910, Bloemfontein, 9300.

For Region Highveld: PO Box 2578, Randburg, 2125.

For Region Northern: PO Box 2578, Randburg, 2125.

For Region WP: PO Box 17, Bellville, 7535.

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the region concerned.

(6) The contributions payable by employers as specified in subclause (3) shall not be refundable.

(7) The contributions collected by regional councils in terms of this clause shall be paid to the Company: Provided that the Council may retain, as recoupment of administrative expenses, such amounts as may from time to time be mutually determined by the Council and the Company. The amount so retained shall be paid into the general funds of the Council.

(8) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest monthly on such amount or on such lesser amount as may remain unpaid, calculated from the due date of payment at the interest rate of 1,5 per cent to 2 per cent or part thereof from such 15th day until the day upon which payment in cash is actually received by the regional council concerned: Provided that a regional council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

#### **CLAUSE 7: ADMINISTRATION**

The Fund shall be administered in accordance with rules approved by the Council, which rules shall not be inconsistent with the provisions of this Agreement or of the Act, and a copy of the rules and details of any amendments to them shall be lodged with the Registrar of Labour Relations.

#### **CLAUSE 8: LIQUIDATION OR DISSOLUTION**

In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the parties may appoint the Company to perform the functions of the Council on respect of this Agreement. If the Company is unwilling or unable to discharge such duties the Registrar of Labour Relations shall appoint a trustee to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

#### **CLAUSE 9: AGENTS**

The Council or any regional council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

#### **CLAUSE 10: EXEMPTIONS**

The Council or any regional council may grant exemption from any of the provisions of this Agreement to any party on application in terms of clause 40 of Division A of the Main Agreement.

**CLAUSE 11: DISHONoured CHEQUES**

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

**CLAUSE 12: INDEPENDENT BOARD**

Subject to clause 23 of the Administrative Agreement published under Government Notice No. R. 557 of 22 June 2001, the same conditions and criteria apply in respect of appeals from non-parties submitted in terms of the provisions of this Agreement.

**CLAUSE 13: RESOLUTION OF DISPUTES**

(1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.

(2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in subclause (4).

(3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.

(4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

(5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.

(6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.

Signed at Randburg, on behalf of the Parties, this 11th day of February 2005.

**R. BASTICK**

**President of the Council**

**B. CELE**

**Vice-President of the Council**

**V. BHANA**

**Acting General Secretary**

**ANNEXURE A TO THE AUTO WORKERS' PROVIDENT FUND AGREEMENT****APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No. ....

Identity No. ....

Surname .....

First names .....

Date of birth..... (year)..... (month)..... (day).....

Sex (state male or female) .....

Employed by (employer's name and address).....

Occupation .....

Applicant's private address.....

Were you previously employed in the Motor Industry? .....

If the answer is "Yes", state name and address of employer.....

I, the undersigned, hereby apply to be registered as a member of the Auto Workers' Provident Fund and agree to abide by the provisions of the rules of the Fund.

I nominate as my beneficiary in the event of my death:

First names (Mr/Mrs/Miss) .....

Surname .....

Relationship (state: wife, husband, father, mother, son, daughter, as the case may be) .....

Address .....

Identity No. of beneficiary (where applicable) .....

Date .....

(Member's signature)

**No. R. 240**

**24 March 2005**

**LABOUR RELATIONS ACT, 1995**

**MOTOR INDUSTRY BARGAINING COUNCIL — MIBCO: EXTENSION TO NON-PARTIES OF MOTOR INDUSTRY PROVIDENT FUND COLLECTIVE AGREEMENT**

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 Motor Industry Bargaining Council — MIBCO, 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 1 April 2005, and for the period ending 31 March 2015.

**M. M. S. MDLADLANA**

**Minister of Labour**

**No. R. 240**

**24 Maart 2005**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**MOTORNWERHEID BEDINGINGSRAAD — MIBCO: UITBREIDING NA NIE-PARTYE VAN MOTOR NYWERHEID VOORSORGFONDS KOLLEKTIEWE OOREENKOMS**

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 Motornwerheidsbedingingsraad — MIBCO 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 1 April 2005, en vir die tydperk wat op 31 Maart 2015 eindig.

**M. M. S. MDLADLANA**

**Minister van Arbeid**

**SCHEDULE**

**MOTOR INDUSTRY BARGAINING COUNCIL — MIBCO**

**MOTOR INDUSTRY PROVIDENT FUND AGREEMENT**

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

**Retail Motor Industry Organisation (RMI)**

and the

**Fuel Retailers' Association of Southern Africa (FRA)**

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

**National Union of Metalworkers of South Africa (NUMSA)**

and

**MISA/SAMU**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council — MIBCO.

**CLAUSE 1: PERIOD OF OPERATION**

This Agreement shall, in terms of section 32 of the Act, come into operation on 1 April 2005 and shall remain in force until 31 March 2015.

**CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT**

- (1) Subject to the provisions of subclause (2), the terms of this Agreement shall be observed—
  - (a) in the Motor Industry in the Republic of South Africa;
  - (b) by all employees in Division B, grades 7 and 8, and apprentices in the Motor Industry and their employers.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
  - (a) employees in Division B, grades 7 and 8 and apprentices who are members of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry Provident Fund;
  - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
  - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which in the opinion of the Council provides benefits not less favourable than those provided by the Fund;
  - (d) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.

(3) Clauses 1 and 9 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

**CLAUSE 3: DEFINITIONS**

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, and the Main Agreement shall have the same meaning as in that Act or Agreement, references to an Act shall include any amendments to such Act, and, unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa; further, unless inconsistent with the context—

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

**"apprentice"** means an employee as defined in the Main Agreement as amended from time to time;

**"Company"** means the Motor Industry Fund Administrators (Pty) Ltd;

**"Council"** means the Motor Industry Bargaining Council — MIBCO registered in terms of section 29 of the Act;

**"Division B employees"** means those employees as defined in the Main Agreement as amended from time to time;

**"establishment"** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;

**"Exemption Board"** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non-parties against the refusal of a non-party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;

**"Fund"** means the Motor Industry Provident Fund established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;

**"Grade 7 employees"** means those employees as defined in the Main Agreement as amended from time to time;

**"Grade 8 employees"** means those employees as defined in the Main Agreement as amended from time to time;

**"Main Agreement"** means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry as published in terms of sections 31 and 32 of the Act;

**"Motor Industry"** or **"Industry"** means the Motor Industry as defined in the Main Agreement as amended from time to time;

**"pensionable remuneration"** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece-work basis receives over and above the amount which he would have received if he had not been employed on such basis, but will include commission received on the sale of goods: Provided, however, that all commission received in excess of R7 500 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;

**"Region EC"** means those areas defined as "Area A (EC)" and "Area B (EC)" in the Main Agreement;

**"Region KZNL"** means those areas defined as "Area A (KZNL)" and "Area B (KZNL)" in the Main Agreement;

**"Region FS & NC"** means those areas defined as "Area A (FS & NC)" and "Area B (FS & NC)" in the Main Agreement;

**"Region Highveld"** means those areas defined as "Area A (Highveld)" and "Area B (Highveld)" in the Main Agreement;

**"Region Northern"** means those areas defined as "Area A (Northern)" and "Area B (Northern)" in the Main Agreement;

**"Region WP"** means those areas defined as "Area A (WP)" and "Area B (WP)" in the Main Agreement;

“regional council” means a committee appointed as such by the Council in terms of its constitution for any region defined herein;

“retirement age” means 65 years;

“voluntary member” means a person admitted to membership by a regional council in terms of clause 5 of this Agreement;

“week” means a period of seven consecutive days commencing at midnight on a Sunday.

#### CLAUSE 4: ESTABLISHMENT AND OBJECTS OF THE FUND

(1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the “Fund”).

(2) The Fund shall consist of—

- (a) contributions paid to it in terms of this Agreement;
- (b) interest, dividends, rental income and capital gains derived from the investment of its moneys;
- (c) money or any other assets transferred to it from any other pension or provident fund; and
- (d) any moneys or other assets lawfully acquired from any other source whatsoever.

(3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

#### CLAUSE 5: MEMBERSHIP

(1) Subject to the provisions of clause 2 of this Agreement and of subclause (3) of this clause, membership of the Fund shall be compulsory for all employees in Division B, grades 7 and 8, and apprentices in the Motor Industry who have not reached retirement age.

(2) Employees who are not compulsory members in terms of subclause (1) and employers, directors of companies, members of close corporations, sole proprietors and partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the regional council concerned, and the provisions of this Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and to their employers.

(3) Every employee for whom membership is compulsory in terms of subclause (1) of this clause, and every person admitted to voluntary membership in terms of subclause (2) of this clause, shall—

- (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the regional council for the region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry, and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one region to another;
- (b) when required to do so by the Council, a regional council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of establishing his identity, his membership of the Fund and/or paying or determining of any benefit arising out of such membership.

#### CLAUSE 6: CONTRIBUTIONS

(1) Every employee for whom membership of the Fund is compulsory in terms of clause 5 (1) or every voluntary member in terms of clause 5 (2) of this Agreement, shall contribute 7,5% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry: Provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.

(2) The contributions specified in subclause (1) shall, subject to the proviso contained in subclause (1), be deducted by the employer from every employee's wages on the first payday after this Agreement comes into operation, and on each payday thereafter.

(3) Every employer shall contribute and add to the contributions deducted in terms of subclause (2) an amount equal to 8% of the pensionable remuneration of each member.

(4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of subclauses (2) and (3) of this clause shall be paid each month to the Secretary of the regional council for the region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:

- (a) Name, initials, trade union membership number (if any) and national identification number of each employee;
- (b) amount of contributions remitted in respect of each employee;
- (c) the date on which service began or service ended in the case of employees whose employment began or ended since the details were last submitted.

(5) Every employer shall pay the total amount of the contributions payable by him and his employees and render the statement of details in terms of subclause (4) to the Secretary of the regional council concerned by not later than the 10th day of the month immediately following that to which the contributions and details relate.

**Note:**

- (a) The present postal addresses of the Secretaries of the various regional councils are as follows:

For Region EC: PO Box 7270, Port Elizabeth, 6055

For Region KZNL: PO Box 17263, Congella, 4013

For Region FS & NC: PO Box 910, Bloemfontein, 9300

For Region Highveld: PO Box 2578, Randburg, 2125

For Region Northern: PO Box 2578, Randburg, 2125

For Region WP: PO Box 17, Bellville, 7535

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the region concerned.

- (6) The contributions payable by employers as specified in subclause (3) shall not be refundable.

(7) The contributions collected by regional councils in terms of this clause shall be paid to the Company: Provided that the Council may retain, as recoupment of administrative expenses, such amounts as may from time to time be mutually determined by the Council and the Company. The amount so retained shall be paid into the general funds of the Council.

(8) Should any amount due in terms of this clause not be received by the Council by the 15th 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 1,5 to 2 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the regional council concerned: Provided that a regional council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

**CLAUSE 7: ADMINISTRATION**

The Fund shall be administered in accordance with rules approved by the Council, which rules shall not be inconsistent with the provisions of this Agreement or of the Act, and a copy of the rules and details of any amendments to them shall be lodged with the Registrar of Labour Relations.

**CLAUSE 8: LIQUIDATION OR DISSOLUTION**

In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the parties may appoint the Company to perform the functions of the Council on respect of this Agreement. If the Company is unwilling or unable to discharge such duties the Registrar of Labour Relations shall appoint a trustee to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

**CLAUSE 9: AGENTS**

The Council or any regional council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

**CLAUSE 10: EXEMPTIONS**

The Council or any regional council may grant exemption from any of the provisions of this Agreement to any party on application in terms of clause 40 of Division A of the Main Agreement.

**CLAUSE 11: DISHONoured CHEQUES**

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 to 2 per cent per month as determined by the Council in its sole discretion, of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

**CLAUSE 12: INDEPENDENT BOARD**

Subject to clause 23 of the Administrative Agreement published under Government Notice No. R. 557 of 22 June 2001, the same conditions and criteria apply in respect of appeals from non-parties submitted in terms of the provisions of this Agreement.

**CLAUSE 13: RESOLUTION OF DISPUTES**

(1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.

(2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in subclause (4).

(3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred to arbitration to the MIBCO Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration costs in terms of section 138 (10) of the said Act.



(4) The Council may, notwithstanding any other provision of this Agreement or any other Agreement, collect any levy or contribution payable in terms of this or any other agreement, by way of civil proceedings in any civil court.

(5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.

(6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act, as contained in the Council's Constitution.

Signed at Randburg on behalf of the parties, this 11th day of February 2005.

**R. BASTICK**

**President of the Council**

**B. CELE**

**Vice-President of the Council**

**V. BHANA**

**Acting General Secretary of the Council**

#### **ANNEXURE A TO THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT**

##### **APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No. ....

Identity No. ....

Surname ....

First names ....

Date of birth ..... (year)..... (month)..... (day).....

Sex (state male or female) .....

Employed by (employer's name and address).....

Applicant's private address .....

Were you previously employed in the Motor Industry? .....

If the answer is "Yes", state name and address of employer.....

I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the rules of the fund.

I nominate as my beneficiary in the event of my death:

First names (Mr/Mrs/Miss).....

Surname .....

Relationship (state: wife, husband, father, mother, son, daughter, as the case may be) .....

Address .....

Identity No. of beneficiary (where applicable) .....

Date .....

*(Member's signature)*

**No. R. 241**

**24 March 2005**

#### **LABOUR RELATIONS ACT, 1995**

##### **HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (SEMI-NATIONAL): EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE AMENDING AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995 (Act No. 66 of 1995), declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Hairdressing and Cosmetology Services Bargaining Council (Semi-National), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that trade, with effect from 4 April 2005, and for the period ending 31 December 2007.

**M.M.S. MDLADLANA**

**Minister of Labour**



No. R. 241

24 Maart 2005

## WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPER- EN KOSMETOLOGIEDIENSTE BEDINGINGSRAAD (SEMI-NASIONAAL): UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995), dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Haarkapper- en Kosmetologiedienste Bedingingsraad (Semi-Nasionaal) 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 4 April 2005, en vir die tydperk wat op 31 Desember 2007 eindig.

**M.M.S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (SEMI-NATIONAL)****MAIN COLLECTIVE AMENDING AGREEMENT**

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

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

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

**United Association of South Africa**

(hereinafter referred to as the "trade union" or "UASA"), of the other part, being the parties to the

**Hairdressing and Cosmetology Services Bargaining Council (Semi-National)**

(hereinafter referred to as "the Council" or "HCSBC") in the

**Hairdressing and Cosmetology Services Industry**

(hereinafter referred to as "the Industry") to amend the Agreement published under Government Notice No. 1282 of 29 October 2004:

**1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT**

(1) Substitute the following for clause 1:

1.1 The terms of this Agreement shall be observed in the Industry—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union:

1.1.2 in the following areas:

1.1.2.1 "area 1" which means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs;

1.1.2.2 "area 2" which means the Magisterial Districts of Klerksdorp and Vereeniging;

1.1.2.3 "area 3" which means the Magisterial District of East London;

1.1.2.4 "area 4" which means the Magisterial Districts of Port Elizabeth and Uitenhage; and

1.1.2.5 "area 5" which means the Magisterial Districts of Bloemfontein and Kimberley.

1.2 The terms of this Agreement shall apply to all employers and employees in the Industry other than those referred to in subclause 1.1.1 in the Magisterial Districts referred to in subclause 1.1.2 from the date fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, No. 66 of 1995.

1.3 The parties hereby agree that clauses 1.1, 1 and 2 of this Amending Agreement shall not apply to non-parties."

**2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT**

(1) Substitute the following for clause 2:

This Agreement shall be binding on all parties in terms of section 31 (a) of the Labour Relations Act, No. 66 of 1995, and shall come into operation for the parties on the same date fixed by the Minister of Labour in terms of section 32 (2) of the said Act for the non-parties, and shall remain in force until 31 December 2007."

**3. CLAUSE 3: DEFINITIONS**

(1) Substitute the following for the definition of "legal owner":

"legal owner" means the person or persons who are the sole proprietors, in a partnership, close corporation or company, and who own or rent or operate an establishment;".

- (2) Substitute the following for the definition of “**unskilled hairdresser**”:

“**unskilled afro hairdresser**” means a person who does not hold any qualification in hairdressing, and who, wholly or mainly, performs one of the following tasks:

- (a) braiding or plaiting;
- (b) cutting only;
- (c) adding hair extensions only;”.

#### 4. CLAUSE 6: APPLICATION FOR REGISTRATION OF ESTABLISHMENT

- (1) Substitute the following for subclause 6.1:

“6.1 Before commencing business in the Industry, every legal owner shall apply to the Council in the form specified in Annexure B for registration of his establishment.”.

#### 5. CLAUSE 7: CONTROL OF PREMISES

- (1) Substitute the following for subclauses 7.1.1 and 7.1.2:

“7.1.1 a legal owner who owns or rents or operates an establishment, may lease the premises in which the business is carried on jointly with any other person, including a partner who is engaged in the same business;

7.1.2 a legal owner who owns or rents or operates an establishment may lease or sublet any part of the premises in which the business is carried on, or share those premises with any person, including someone who is a hairdresser, and it will not be a contravention of this subclause if a hairdressing establishment shares premises with a cosmetologist.”.

- (2) Substitute the following for subclause 7.2:

“7.2 A hairdresser or cosmetologist who is operating under such an arrangement shall register with the council as an independent legal owner of an establishment.”.

#### 6. CLAUSE 8 OF THE FORMER AGREEMENT: TRAINING CONTRACTS

Delete subclause 8.7—“A learner shall be paid ..... allowances.”

#### 7. CLAUSE 10: PART-TIME EMPLOYEES

- (1) Substitute the following for subclause 10.4:

“10.4 Until such time as an employer has complied with 10.2 and 10.3, that part-time employee shall be regarded as being a full-time employee for the purposes of all of the Collective Agreements operated by the council, and shall be entitled to all of the rights and subject to all the liabilities of a full-time employee.”.

- (2) Insert the following NEW subclause 10.7 after subclause 10.6:

“10.7 The sick leave of a part-time employee shall be as follows:

10.7.1 During each sick leave cycle a part-time employee shall be entitled to receive paid sick leave for the number of days that they normally work during a six-week period. During the first six months of employment, a part-time employee only has the right to one day's paid sick leave for every 26 days worked. On completion of the six-month qualifying period, the part-time employee shall be entitled to the full sick leave due for the three-year cycle, calculated as follows:

10.7.1.1 A part-time employee employed for one day per week shall be entitled to six days' paid sick leave during every three-year cycle of employment with the same employer;

10.7.1.2 A part-time employee employed for two days per week shall be entitled to 12 days' paid sick leave during every three-year cycle of employment with the same employer;

10.7.1.3 A part-time employee employed for three days per week shall be entitled to 18 days' paid sick leave during every three-year cycle of employment with the same employer.

10.7.2 Sick leave due in terms of this clause shall be paid by the part-time employee's employer.

10.7.3 Should a part-time employee wish to receive the same union, sick pay fund and provident fund benefits as that of a full-time employee, subscriptions and membership fees (contributions) due for these benefits shall be the same as those paid by a full-time employee.”.

#### 8. CLAUSE 11: COMMISSION AGREEMENTS

- (1) Substitute the following for subclause 11.2.1:

“11.2.1 the identity of the parties;”

- (2) Substitute the following for subclauses 11.4, 11.5 and 11.6:

“11.4 In all areas, an employer and an employee, who is a hairdresser, may agree that the employee is to receive commission on services or sales or both (a commission agreement). However, a hairdresser in all areas shall be restricted to a commission agreement which complies with Annexure C.

11.5 In all areas, all qualified hairdressers shall be deemed to be employed in terms of a commission agreement which complies with Annexure C.

11.6 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 commission on the gross takings at a rate of 40%, except in area 4 where it shall be 30%".

(3) Insert the following new subclause 11.8:

"11.8 if a hairdresser and their employer agree that the employee (hairdresser) shall work on—

- (i) a basic only structure; or
- (ii) a basic plus commission structure,

the basic wage, payable in the case of (i) or (ii) shall not be lower than the prescribed basic wage.

Should the parties agree to either of the above structures, in terms of (i) or (ii), they will have to apply to the Council for an exemption to work on either of these structures."

#### 9. CLAUSE 12: PAYMENT OF REMUNERATION or WAGES AND AUTHORIZED DEDUCTIONS

(1) Substitute the following for subclause 12.4:

"12.4 Remuneration specified for a hairdresser in the Remuneration/Wage Schedules for all areas shall be exclusively for the purpose of calculating public holiday pay, leave pay, sick pay, UIF contributions, hci Sick Pay contributions, and hci Provident Fund contributions".

(2) Insert the following new subclause 12.20 after subclause 12.19:

"12.20 Payment of wages or remuneration for learners, as specified on the Remuneration/Wage Schedules, shall be as follows:

12.20.1 A learner who is engaged on the Modular system and who enters into a learnership contract with an employer in the Industry and who has already passed all six modules at an accredited training institution (provider), shall start on the remuneration/wages as specified for Module 0 on the Remuneration/Wage Schedules for the first three months of their employment. Thereafter, every three months from the date on which he commenced his learnership contract his remuneration/wages shall increase to the next modular level and he shall be paid remuneration/wages for the next modular level as specified on the Remuneration/Wage Schedules, for example—

12.20.1.1 a learner who commences employment with an employer under a learnership contract in terms of 12.20.1 above, shall receive the remuneration/wages as specified for Module 0 for his first three months of employment/his learnership;

12.20.1.2 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of three months shall receive the remuneration/wages as specified for Module 1 for his next/second three months of employment.

12.20.1.3 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of six months shall receive the remuneration/wages as specified for Module 2 for his next/third three months of employment;

12.20.1.4 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of nine months shall receive the remuneration/wages as specified for Module 3 for his next/fourth three months of employment;

12.20.1.5 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of twelve months shall receive the remuneration/wages as specified for Module 4 for his next/fifth three months of employment;

12.20.1.6 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of fifteen months shall receive the remuneration/wages as specified for Module 5 for his next/sixth three months of employment;

12.20.1.7 a learner who has been employed with an employer under a learnership contract in terms of 12.20.1 above for a period of eighteen months shall receive the remuneration/wages as specified for Module 6 for his last/seventh three months of employment.

- 12.20.2 A learner who is engaged on the Modular system and who enters into a learnership contract with an employer in the Industry without having been to an accredited training institution (provider) before entering into a learnership contract, shall start on the remuneration/wages as specified for Module 0 on the Remuneration/Wage Schedules. Every time such a learner passes any module his remuneration/wages shall increase by one level to the next modular level and he shall be paid remuneration/wages as specified on the Remuneration/Wage Schedules for the next modular level.
- 12.20.3 For the purposes of 12.20.2, for a learner to have passed a module means to have passed both the theory and the practical examination for that module.
- 12.20.4 The onus shall be on the learner engaged in terms of 12.20.2 to give their employer their examination results in order to be eligible to move to the next modular level specified on the Remuneration/Wage Schedules for payment of that learner's remuneration/wages.
- 12.20.5 A learner who is engaged on the Unit Standards system and who enters into a learnership contract with an employer in the Industry and who has already passed all fifteen (15) unit standards at an accredited training institution (provider) shall start on the remuneration/wages as specified for Unit Standards 1–5 on the Remuneration/Wage Schedules for the first four months of their employment. Thereafter, every four months from the date on which he commenced his learnership contract his remuneration/wages shall increase to the next unit standards level and he shall be paid remuneration/wages for the next unit standards level as specified on the Remuneration/Wage Schedules, for example—
- 12.20.5.1 a learner who commences employment with an employer under a learnership contract in terms of 12.20.5 above shall receive the remuneration/wages as specified for Unit Standards 1–5 for his first four months of employment;
- 12.20.5.2 a learner who has been employed with an employer under a learnership contract in terms of 12.20.5 above for a period of four months shall receive the remuneration/wages as specified for Unit Standards 6–10 for his next/second four months of employment;
- 12.20.5.3 a learner who has been employed with an employer under a learnership contract in terms of 12.20.5 above for a period of six months shall receive the remuneration/wages as specified for Unit Standards 11–15 for his last/third four months of employment.
- 12.20.6 A learner who is engaged on the Unit Standards system and who enters into a learnership contract with an employer in the Industry, without having been to an accredited training institution (provider) before entering into said learnership contract, shall start on the remuneration/wages as specified for Unit Standards 1–5 on the Remuneration/Wage Schedules. Every time such a learner passes any unit standard his remuneration/wages shall increase by one level to the next unit standards level and he shall be paid remuneration/wages as specified on the Remuneration/Wage Schedules for the next unit standards level.
- 12.20.7 For the purposes of 12.20.6, for a learner to have passed a unit standard means to have passed both the theory and the practical examination for that unit standard.
- 12.20.8 The onus shall be on the learner engaged in terms of 12.20.6 to give their employer their examination results in order to be eligible to move to the next unit standard level specified on the Remuneration/Wage Schedules for payment of that learner's remuneration/wages.”

#### 10. REMUNERATION/WAGE SCHEDULE

(1) Substitute the following New/Revised Remuneration/Wage Schedules for all areas (Areas 1 up to and including Area 5) for the Remuneration/Wage Schedules appearing after clause 12:

#### “HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (Semi-National)

#### REMUNERATION/WAGE SCHEDULE

(Clause 12.1)

Remuneration/Wages payable in Alberton (area 1)

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 500	R2 625	R2 750
Manager/Hairdresser .....	R 600	R 630	R 660
(Per month + commission)			

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R1 815	N/A	N/A
Thereafter .....	R2 420	R2 541	R2 662
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification .....	R1 682	R1 766	R1 850
With informal qualification .....	R1 065	R1 118	R1 172
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R 692	R 727	R 761
<b>LEARNER—MODULES</b>			
Module 0 .....	R1 079	N/A	
Module 1 .....	R1 115		
Module 2 .....	R1 175		
Module 3 .....	R1 235		
Module 4 .....	R1 295		
Module 5 .....	R1 355		
Module 6 .....	R1 415		
<b>LEARNER—UNIT STANDARDS</b>			
Unit Standards 1–5 .....	R1 124	N/A	
Unit Standards 6–10 .....	R1 268		
Unit Standards 11–15 .....	R1 386		
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>			
First three months of experience .....	R 664	N/A	
Second three months of experience .....	R 774		
Third three months of experience .....	R 965		
Thereafter .....	R1 713	R1 799	R1 884
<b>RECEPTIONIST</b> .....	R1 698	R1 783	R1 868
<b>OPERATOR</b> .....	R1 656	R1 739	R1 822
<b>GENERAL ASSISTANT</b> .....	R 880	R 924	R 968
(Exemption for this category must be applied for)			

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction.

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in "area 1" which means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein Roodepoort and Springs (excluding Alberton)

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R3 000	R3 150	R3 300
Manager/Hairdresser .....	R1 000	R1 050	R1 100
(Per month + commission)			
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R2 873	N/A	N/A
Thereafter .....	R4 101	R4 306	R4 511
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification .....	R2 301	R2 416	R2 531
With informal qualification .....	R1 598	R1 678	R1 758
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R1 172	R1 231	R1 289
<b>LEARNER—MODULES</b>			
Module 0 .....	R1 208	N/A	
Module 1 .....	R1 249		
Module 2 .....	R1 316		
Module 3 .....	R1 384		
Module 4 .....	R1 450		
Module 5 .....	R1 517		
Module 6 .....	R1 585		
<b>LEARNER—UNIT STANDARDS</b>			
Unit Standards 1–5 .....	R1 257	N/A	
Unit Standards 6–10 .....	R1 418		
Unit Standards 11–15 .....	R1 552		
<b>MANICURISTS AND/OR BEAUTY CULTURIST</b>			
First three months of experience .....	R1 132	N/A	
Second three months of experience .....	R1 307		
Third three months of experience .....	R1 655		
Thereafter .....	R2 917	R3 063	R3 209
<b>RECEPTIONIST</b> .....	R2 786	R2 925	R3 065
<b>OPERATOR</b> .....	R2 543	R2 670	R2 797
<b>GENERAL ASSISTANT</b> .....	R1 572	R1 651	R1 729
(Exemption for this category must be applied for)			

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction.

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in area 2 which means the Magisterial Districts of Klerksdorp and Vereeniging

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 400	R2 520	R2 640
Manager/Hairdresser .....	R 500	R 525	R 550
(Per month + commission)			
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R2 097	N/A	N/A
Thereafter .....	R2 795	R2 935	R3 075
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification .....	R1 840	R1 932	R2 024
With informal qualification .....	R 950	R 998	R1 045
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R 650	R 683	R 715
<b>LEARNER—MODULES</b>			
Module 0 .....	R1 012	N/A	
Module 1 .....	R1 055		
Module 2 .....	R1 125		
Module 3 .....	R1 196		
Module 4 .....	R1 267		
Module 5 .....	R1 337		
Module 6 .....	R1 408		
<b>LEARNER—UNIT STANDARDS</b>			
Unit Standards 1–5 .....	R 985	N/A	
Unit Standards 6–10 .....	R1 140		
Unit Standards 11–15 .....	R1 275		
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>			
First three months of experience .....	R 760	N/A	
Second three months of experience .....	R 886		
Third three months of experience .....	R1 105		
Thereafter .....	R1 960		
		R2 058	R2 156

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
RECEPTIONIST.....	R1 943	R2 040	R2 137
OPERATOR .....	R1 835	R1 927	R2 019
GENERAL ASSISTANT..... (Exemption for this category must be applied for)	R 998	R1 048	R1 098

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction.

**“HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in “area 3” which means the Magisterial Districts of East London

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 000	R2 100	R2 200
Manager & Hairdresser.....	R3 038	R3 190	R3 342
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R2 490	N/A	N/A
Thereafter .....	R2 992	R3 142	R3 291
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification.....	R1 840	R1 932	R2 024
With informal qualification.....	R1 150	R1 208	R1 265
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R 750	R 788	R 825
<b>APPRENTICE</b>			
Module 0 .....	R1 169	N/A	
Module 1 .....	R1 222		
Module 2 .....	R1 303		
Module 3 .....	R1 383		
Module 4 .....	R1 456		
Module 5 .....	R1 548		
Module 6 .....	R1 630		



Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>LEARNER—UNIT STANDARDS SYSTEM</b>			
Unit Standards 1–5 .....	R1 231	N/A	
Unit Standards 6–10 .....	R1 382		
Unit Standards 11–15 .....	R1 502		
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>			
First year of experience .....	R1 706	N/A	
Thereafter .....	R2 106	R2 211	R2 317
<b>RECEPTIONIST AND/OR TELEPHONIST</b>			
First year of experience .....	R2 168	N/A	
Thereafter .....	R2 587	R2 716	R2 846
<b>OPERATOR</b> .....	R1 423	R1 494	R1 565
<b>GENERAL ASSISTANT</b> .....	R1 273	R1 337	R1 400
(Exemption for this category must be applied for)			

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction.

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**  
(Semi-National)

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in "area 4" which means the Magisterial Districts of Port Elizabeth and Uitenhage

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 470	N/A	N/A
Manager/Hairdresser .....	R3 054	R3 207	R3 359
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R2 372	N/A	N/A
Thereafter .....	R2 694	R2 829	R2 963

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification.....	R1 840	R1 932	R2 024
With informal qualification.....	R1 150	R1 208	R1 265
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R 750	R 788	R 825
<b>LEARNER—MODULES</b>		N/A	
Module 0 .....	R1 171		
Module 1 .....	R1 231		
Module 2 .....	R1 291		
Module 3 .....	R1 351		
Module 4 .....	R1 411		
Module 5 .....	R1 472		
Module 6 .....	R1 532		
<b>LEARNER—UNIT STANDARDS</b>		N/A	
Unit Standards 1–5 .....	R1 231		
Unit Standards 6–10 .....	R1 382		
Unit Standards 11–15 .....	R1 502		
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>		N/A	
First year of experience .....	R1 726		
Thereafter .....	R2 243	R2 355	R2 467
<b>RECEPTIONIST AND/OR TELEPHONIST</b>		N/A	
First year of experience .....	R1 957		
Thereafter .....	R2 370	R2 489	R2 607
<b>OPERATOR .....</b>	R1 564	R1 642	R1 720
<b>GENERAL ASSISTANT.....</b> (Exemption for this category must be applied for)	R1 341	R1 408	R1 475

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 30% with no stock deduction.

**"HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in Bloemfontein (area 5)

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 000	R2 100	R2 200
Manager/Hairdresser .....	R 600	R 630	R 660
(Per month + commission)			
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R1 408	N/A	N/A
Thereafter .....	R1 665	R1 748	R1 832
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification.....	R1 438	R1 510	R1 582
With informal qualification.....	R 959	R1 007	R1 055
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R 586	R 615	R 645
<b>LEARNER—MODULES</b>			
Module 0 .....	R 804	N/A	
Module 1 .....	R 837		
Module 2 .....	R 893		
Module 3 .....	R 949		
Module 4 .....	R1 006		
Module 5 .....	R1 061		
Module 6 .....	R1 118		
<b>LEARNER—UNIT STANDARDS SYSTEM</b>			
Unit Standards 1–5 .....	R 845	N/A	
Unit Standards 6–10 .....	R 990		
Unit Standards 11–15 .....	R1 097		
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>			
First three months of experience .....	R 664	N/A	
Second three months of experience .....	R 774		
Third three months of experience .....	R 965		
Thereafter .....	R1 438		
<b>RECEPTIONIST</b> .....	R1 435	R1 507	R1 579
<b>JUNIOR OPERATOR</b> .....	R1 157	R1 215	R1 273
<b>SENIOR OPERATOR</b> .....	R1 360	R1 428	R1 496
<b>GENERAL ASSISTANT</b> .....	R 665	R 698	R 732
(Exemption for this category must be applied for)			

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction.

**"HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**REMUNERATION/WAGE SCHEDULE**

(Clause 12.1)

Remuneration/Wages payable in Kimberley "area 5"

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANAGER</b>			
Manager only .....	R2 000	R2 100	R2 200
Manager/Hairdresser .....	R 600	R 630	R 660
(Per month + commission)			
<b>HAIRDRESSER (QUALIFIED)</b>			
First year after qualifying .....	R1 408	N/A	N/A
Thereafter .....	R1 665	R1 748	R1 832
<b>AFRO HAIRDRESSER/STYLIST</b>			
With COTT or SETA qualification .....	R1 438	R1 510	R1 582
With informal qualification .....	R 959	R1 007	R1 055
<b>UNSKILLED AFRO HAIRDRESSER</b>			
An employee who does one or more of the following:			
Braiding, plaiting, haircutting or extensions .....	R 586	R 615	R 645
<b>LEARNER—MODULES</b>			
Module 0 .....	R 804	N/A	
Module 1 .....	R 837		
Module 2 .....	R 893		
Module 3 .....	R 949		
Module 4 .....	R1 006		
Module 5 .....	R1 061		
Module 6 .....	R1 118		
<b>LEARNER—UNIT STANDARDS</b>			
Unit Standards 1–5 .....	R 845	N/A	
Unit Standards 6–10 .....	R 990		
Unit Standards 11–15 .....	R1 097		

Employee	Wage per month from the date of coming into operation of the Agreement	After five completed years + 5%	After 10 completed years + 10%
<b>MANICURIST AND/OR BEAUTY CULTURIST</b>			
First three months of experience .....	R 664	N/A	
Second three months of experience .....	R 774	N/A	
Third three months of experience .....	R 965	N/A	
Thereafter .....	R1 438	R1 510	R1 582
<b>RECEPTIONIST</b> .....	R1 435	R1 507	R1 579
Junior operator .....	R1 128	R1 184	R1 241
Senior operator .....	R1 328	R1 394	R1 461
<b>GENERAL ASSISTANT</b> .....	R 665	R 698	R 732
(Exemption for this category must be applied for)			

**CASUAL EMPLOYEE**

An employee who substitutes for any permanent employee who is sick or on leave. Wages shall be calculated at the prescribed daily rate for that category of employee.

**PART-TIME EMPLOYEE**

Wages/Remuneration shall be calculated at the prescribed daily rate for that category of employee.

**NOTE:****COMMISSION**

All qualified hairdressers are to be paid a minimum of 40% with no stock deduction."

**11. CLAUSE 14: HOURS OF WORK**

- (1) Substitute the following for subclause 14.3:

"14.3 An employee may not be permitted or required to work in excess of nine hours per day, for five days per week."

**12. CLAUSE 22: CONTRIBUTION SCHEDULES**

Substitute the following Contribution Schedules for all areas (Areas 1 up to and including Area 5) for the Contribution Schedules appearing after clause 22:

**"HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**CONTRIBUTION SCHEDULE**

(Clause 12.1)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND  
CONTRIBUTIONS FOR ALBERTON (area 1)**

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions .....	R131,00	Agency Fee				
(S. Gauteng)						
Basic establishment charge .....		R49,00				
Total minimum charge .....		R97,00				

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Working employer ..... (Provident Fund is optional)	N/A	Nil	Nil	R36,00	N/A	R61,00 (Optional)
MANAGER.....	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R13,00	R25,00	R63,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R13,00	R25,00	R63,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R42,00	R13,00	R40,00	R 9,00	R18,00	R45,00 each
Thereafter .....	R42,00	R13,00	R40,00	R12,00	R24,00	R61,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 8,00	R17,00	R42,00 each
With informal qualification.....	R42,00	R13,00	R40,00	R 5,00	R11,00	R27,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions.....	R42,00	R13,00	R40,00	R 3,00	R 7,00	R17,00 each
LEARNER—MODULES						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 5,00	R11,00	R27,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R28,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R29,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 6,00	R12,00	R31,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 6,00	R13,00	R32,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 7,00	R14,00	R34,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 7,00	R14,00	R35,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R28,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 6,00	R13,00	R32,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 7,00	R14,00	R35,00 each
MANUCURIST & BEAUTY CULTURIST						
1st 3 months .....	R42,00	R 6,50	R15,50	R 3,00	R 7,00	R17,00 each
2nd 3 months.....	R42,00	R 8,50	R15,50	R 4,00	R 8,00	R19,00 each
3rd 3 months.....	R42,00	R 8,50	R22,50	R 5,00	R10,00	R24,00 each
Thereafter .....	R42,00	R13,00	R33,50	R 9,00	R17,00	R43,00 each
RECEPTIONIST/TELEPHONIST .....	R42,00	R13,00	R33,50	R 8,00	R17,00	R42,00 each
OPERATOR .....	R42,00	R 6,50	R15,50	R 8,00	R17,00	R41,00 each
GENERAL ASSISTANT .....	R42,00	R 6,50	R15,50	R 4,00	R 9,00	R22,00 each
CASUAL EMPLOYEE..... PART-TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified for that category of employee above.					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

## CONTRIBUTION SCHEDULE

**(Clause 22)**

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR AREA 1, WHICH MEANS THE MAGISTERIAL DISTRICTS OF BENONI, BOKSBURG, BRAKPAN, GERMISTON, JOHANNESBURG, KRUGERSDORP, RANDBURG, RANDFONTEIN, ROODEPOORT AND SPRINGS (excluding Alberton)**

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

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions ..... (S. Gauteng) .....	R242,00	Agency Fee				
Basic establishment charge.....		R49,00				
Total minimum charge .....		R97,00				
Working employer..... (Provident Fund is optional)	N/A	Nil	Nil	R62,00	N/A	R103,00 (Optional)
MANAGER.....	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R15,00	R30,00	R 75,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R15,00	R30,00	R 75,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R42,00	R13,00	R40,00	R14,00	R29,00	R 72,00 each
Thereafter .....	R42,00	R13,00	R40,00	R21,00	R41,00	R103,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R12,00	R23,00	R 58,00 each
With informal qualifications .....	R42,00	R13,00	R40,00	R 8,00	R16,00	R 40,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions unskilled hairdresser .....	R42,00	R 13,00	R40,00	R 6,00	R12,00	R 29,00 each
LEARNER—MODULES						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R 30,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R 31,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 7,00	R13,00	R 33,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 7,00	R14,00	R 35,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 7,00	R15,00	R 36,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 8,00	R15,00	R 38,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 8,00	R16,00	R 40,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 6,00	R13,00	R 31,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 7,00	R14,00	R 35,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 8,00	R16,00	R 39,00 each
MANICURIST & BEAUTY CULTURIST						
1st 3 months .....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R 28,00 each
2nd 3 months .....	R42,00	R 8,50	R15,50	R 7,00	R13,00	R 33,00 each
3rd 3 months.....	R42,00	R 8,50	R22,50	R 8,00	R17,00	R 41,00 each
Thereafter .....	R42,00	R13,00	R33,50	R15,00	R29,00	R 73,00 each
RECEPTIONIST/TELEPHONIST .....	R42,00	R13,00	R33,50	R14,00	R28,00	R 70,00 each
OPERATOR .....	R42,00	R 6,50	R15,50	R13,00	R25,00	R 64,00 each
GENERAL ASSISTANT .....	R42,00	R 6,50	R15,50	R 8,00	R16,00	R 39,00 each
CASUAL EMPLOYEE..... PART-TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified for that category of employee above.					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**CONTRIBUTION SCHEDULE**

(Clause 22)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND  
CONTRIBUTIONS FOR KLERKSDORP (AREA 2)**

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions .....	R100,00	Agency Fee				
Basic establishment charge .....		R49,00				
Total minimum charge .....		R97,00				
Working employer .....	N/A	Nil	Nil	R42,00	N/A	R70,00 (Optional)
(Provident Fund is optional)						
MANAGER .....	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R12,00	R24,00	R60,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R12,00	R24,00	R60,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R42,00	R13,00	R40,00	R10,00	R21,00	R52,00 each
Thereafter .....	R42,00	R13,00	R40,00	R14,00	R28,00	R70,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 9,00	R18,00	R46,00 each
With informal qualification .....	R42,00	R13,00	R40,00	R 5,00	R10,00	R24,00 each
Braiding, plaiting, cutting hair or extensions.	R42,00	R13,00	R40,00	R 3,00	R 7,00	R16,00 each
LEARNER—MODULES						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 5,00	R10,00	R25,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 5,00	R11,00	R26,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R28,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 6,00	R12,00	R30,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 6,00	R13,00	R32,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 7,00	R13,00	R33,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 7,00	R14,00	R35,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 5,00	R10,00	R25,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 6,00	R11,00	R29,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 6,00	R13,00	R32,00 each
MANICURIST & BEAUTY CULTURIST						
1st 3 Months .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R19,00 each
2nd 3 Months .....	R42,00	R 8,50	R15,50	R 4,00	R 9,00	R22,00 each
3rd 3 Months .....	R42,00	R 8,50	R22,50	R 6,00	R11,00	R28,00 each
Thereafter .....	R42,00	R13,00	R33,50	R10,00	R20,00	R49,00 each
RECEPTIONIST/TELEPHONIST .....	R42,00	R13,00	R33,50	R10,00	R19,00	R49,00 each
OPERATOR .....	R42,00	R 6,50	R15,50	R 9,00	R18,00	R46,00 each
GENERAL ASSISTANT .....	R42,00	R 6,50	R15,50	R 5,00	R10,00	R25,00 each
CASUAL EMPLOYEE .....						
PART-TIME EMPLOYEE						

Contributions for casual/part time employees shall be as specified for that category of employee above.



**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

## CONTRIBUTION SCHEDULE

(Clause 22)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS  
FOR VEREENIGING (area 2)**

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

<b>Category</b>	<b>Subs</b>	<b>Bargaining Council</b>		<b>Sick Pay Fund</b>		<b>Prov. Fund (equal contributions by employer and employee)</b>
		<b>Employer</b>	<b>Employee</b>	<b>Employer</b>	<b>Employee</b>	
<b>EOHCB Subscriptions .....</b> <b>(S. Gauteng)</b>	R197,00	Agency Fee				
<b>Basic establishment charge.....</b>		R49,00				
<b>Total minimum charge .....</b>		R97,00				
<b>Working employer .....</b> <b>(Provident Fund is optional)</b>	N/A	Nil	Nil	R42,00	N/A	R 70,00 (Optional)
<b>MANAGER.....</b>	<b>UNION</b>	(Agency Fee)				
<b>Manager only .....</b>	R42,00	R13,00	R40,00	R12,00	R24,00	R 60,00 each
<b>Manager/Hairdresser .....</b>	R42,00	R13,00	R40,00	R12,00	R24,00	R 60,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R42,00	R13,00	R40,00	R10,00	R21,00	R 52,00 each
Thereafter .....	R42,00	R13,00	R40,00	R14,00	R28,00	R 70,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 9,00	R18,00	R 46,00 each
With informal qualification.....	R42,00	R13,00	R40,00	R 5,00	R10,00	R 24,00 each
Braiding, plaiting, cutting or hair extensions R 16,00 each		R42,00	R13,00	R40,00	R 3,00	R 7,00
<b>LEARNER—MODULES</b>						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 5,00	R10,00	R 25,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 5,00	R11,00	R 26,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R 28,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 6,00	R12,00	R 30,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 6,00	R13,00	R 32,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 7,00	R13,00	R 33,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 7,00	R14,00	R 35,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 5,00	R10,00	R 25,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 6,00	R11,00	R 29,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 6,00	R13,00	R 32,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
1st 3 months .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R 19,00 each
2nd 3 months.....	R42,00	R 8,50	R15,50	R 4,00	R 9,00	R 22,00 each
3rd 3 months.....	R42,00	R 8,50	R22,50	R 6,00	R11,00	R 28,00 each
Thereafter .....	R42,00	R13,00	R33,50	R15,00	R20,00	R 49,00 each
<b>RECEPTIONIST/TELEPHONIST .....</b>	R42,00	R13,00	R33,50	R10,00	R19,00	R 49,00 each
<b>OPERATOR .....</b>	R42,00	R 6,50	R15,50	R 9,00	R18,00	R 46,00 each
<b>GENERAL ASSISTANT .....</b>	R42,00	R 6,50	R15,50	R 5,00	R10,00	R 25,00 each
CASUAL EMPLOYEE..... PART-TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified for that category of employee above.					

[illegible]

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

## CONTRIBUTION SCHEDULE

(Clause 22)

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

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
<b>ESTABLISHMENT .....</b>	EOHCB	(Agency Fee)				
EOHCB Subscriptions .....	R120,00					
Basic establishment charge.....		R49,00				
Total minimum charge .....		R97,00				
Working employer..... (Provident Fund is optional)	N/A	Nil	Nil	R40,00	N/A	R67,00 (Optional)
<b>MANAGER.....</b>	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R12,00	R25,00	R62,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R15,00	R31,00	R76,00 each
<b>HAIRDRESSER—QUALIFIED .....</b>	UNION					
First year after qualifying .....	R42,00	R13,00	R40,00	R12,00	R24,00	R59,00 each
Thereafter .....	R42,00	R13,00	R40,00	R13,00	R27,00	R67,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 9,00	R18,00	R46,00 each
With informal qualification.....	R42,00	R13,00	R40,00	R 6,00	R12,00	R29,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions.....	R42,00	R13,00	R40,00	R 4,00	R 8,00	R19,00 each
<b>LEARNER—MODULES</b>						
Before completing module 1.....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R29,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R31,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 6,00	R13,00	R32,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 7,00	R14,00	R34,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 7,00	R14,00	R35,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 7,00	R15,00	R37,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 8,00	R15,00	R38,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R31,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 7,00	R14,00	R35,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 8,00	R15,00	R38,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
1st year of experience .....	R42,00	R 8,50	R22,50	R 9,00	R17,00	R43,00 each
Thereafter .....	R42,00	R13,00	R33,50	R11,00	R22,00	R56,00 each
<b>RECEPTIONIST/TELEPHONIST</b>						
1st year of experience .....	R42,00	R 8,50	R22,50	R10,00	R20,00	R49,00 each
Thereafter .....	R42,00	R13,00	R33,50	R12,00	R24,00	R59,00 each
<b>OPERATOR .....</b>	R42,00	R 6,50	R15,50	R 8,00	R16,00	R39,00 each
<b>GENERAL ASSISTANT .....</b>	R42,00	R 6,50	R15,50	R 7,00	R13,00	R34,00 each
CASUAL EMPLOYEE..... PART-TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified for that category of employee above.					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**CONTRIBUTION SCHEDULE**

(Clause 22)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS  
FOR THE MAGISTERIAL DISTRICT OF BLOEMFONTEIN (area 2)**

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

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions ..... (S. Gauteng)	R100,00	Agency Fee				
Basic establishment charge.....		R49,00				
Total minimum charge .....		R97,00				
Working employer..... (Provident Fund is optional)	N/A	Nil	Nil	R25,00	N/A	R 42,00 (Optional)
MANAGER.....	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R10,00	R20,00	R 50,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R10,00	R20,00	R 50,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R42,00	R13,00	R40,00	R 7,00	R14,00	R 35,00 each
Thereafter .....	R42,00	R13,00	R40,00	R 8,00	R17,00	R 42,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 7,00	R14,00	R 36,00 each
With informal qualification.....	R42,00	R13,00	R40,00	R 5,00	R10,00	R 24,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions.....	R42,00	R13,00	R40,00	R 3,00	R 6,00	R 15,00 each
LEARNER—MODULES						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R 20,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R 21,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 4,00	R 9,00	R 22,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 5,00	R 9,00	R 24,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 5,00	R10,00	R 25,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 5,00	R11,00	R 27,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 6,00	R11,00	R 28,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R 21,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 5,00	R10,00	R 25,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 5,00	R11,00	R 27,00 each
MANICURIST & BEAUTY CULTURIST						
1st 3 months .....	R42,00	R 6,50	R15,50	R 3,00	R 7,00	R 17,00 each
2nd 3 months .....	R42,00	R 8,50	R15,50	R 4,00	R 8,00	R 19,00 each
3rd 3 months .....	R42,00	R 8,50	R22,50	R 5,00	R10,00	R 24,00 each
Thereafter .....	R42,00	R13,00	R33,50	R 7,00	R14,00	R 36,00 each
RECEPTIONIST/TELEPHONIST .....	R42,00	R13,00	R33,50	R 7,00	R14,00	R 36,00 each
JUNIOR OPERATOR.....	R42,00	R 6,50	R15,50	R 6,00	R12,00	R 29,00 each
SENIOR OPERATOR .....	R42,00	R 6,50	R15,50	R 7,00	R14,00	R 34,00 each
GENERAL ASSISTANT .....	R42,00	R 6,50	R15,50	R 3,00	R 7,00	R 17,00 each
CASUAL EMPLOYEE.....						
PART-TIME EMPLOYEE		Contributions for casual/part time employees shall be as specified for that category of employee above.				

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

**CONTRIBUTION SCHEDULE**

(Clause 22)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS  
FOR THE MAGISTERIAL DISTRICT OF KIMBERLEY (AREA 5)**

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

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions ..... (S. GAUTENG)	R53,00	Agency Fee				
Basic establishment charge.....		R49,00				
Total minimum charge .....		R97,00				
Working employer..... (Provident Fund is optional)	N/A	Nil	Nil	R25,00	N/A	R42,00 (Optional)
MANAGER.....	UNION	(Agency Fee)				
Manager only .....	R42,00	R13,00	R40,00	R10,00	R20,00	R50,00 each
Manager/Hairdresser .....	R42,00	R13,00	R40,00	R10,00	R20,00	R50,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R42,00	R13,00	R40,00	R 7,00	R14,00	R35,00 each
Thereafter .....	R42,00	R13,00	R40,00	R 8,00	R17,00	R42,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification .....	R42,00	R13,00	R40,00	R 7,00	R14,00	R36,00 each
With informal qualification.....	R42,00	R13,00	R40,00	R 5,00	R10,00	R24,00 each
An employee who does one or more of the following: braiding, plaiting, haircutting or extensions.....	R42,00	R13,00	R40,00	R 3,00	R 6,00	R15,00 each
LEARNER—MODULES						
Before completing module 1 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R20,00 each
Module 1 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R21,00 each
Module 2 .....	R42,00	R 6,50	R15,50	R 4,00	R 9,00	R22,00 each
Module 3 .....	R42,00	R 8,50	R15,50	R 5,00	R 9,00	R24,00 each
Module 4 .....	R42,00	R 8,50	R15,50	R 5,00	R10,00	R25,00 each
Module 5 .....	R42,00	R 8,50	R22,50	R 5,00	R11,00	R27,00 each
Module 6 .....	R42,00	R 8,50	R22,50	R 6,00	R11,00	R28,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R21,00 each
Standard 6–10 .....	R42,00	R 8,50	R15,50	R 5,00	R10,00	R25,00 each
Standard 11–15 .....	R42,00	R 8,50	R22,50	R 5,00	R11,00	R27,00 each
MANICURIST & BEAUTY CULTURIST						
1st 3 Months .....	R42,00	R 6,50	R15,50	R 3,00	R 7,00	R17,00 each
2nd 3 Months .....	R42,00	R 8,50	R15,50	R 4,00	R 8,00	R19,00 each
3rd 3 Months.....	R42,00	R 8,50	R22,50	R 5,00	R10,00	R24,00 each
Thereafter .....	R42,00	R13,00	R33,50	R 7,00	R14,00	R36,00 each
RECEPTIONIST/TELEPHONIST .....	R42,00	R13,00	R33,50	R 7,00	R14,00	R36,00 each
JUNIOR OPERATOR.....	R42,00	R 6,50	R15,50	R 6,00	R11,00	R28,00 each
SENIOR OPERATOR .....	R42,00	R 6,50	R15,50	R 7,00	R13,00	R34,00 each
GENERAL ASSISTANT .....	R42,00	R 6,50	R15,50	R 3,00	R 7,00	R17,00 each
CASUAL EMPLOYEE.....		Contributions for casual/part time employees shall be as specified for that category of employee above.”.				
PART-TIME EMPLOYEE .....						

**13. CLAUSE 32: AGENCY SHOP: EMPLOYERS' ORGANISATION**

- (1) Substitute the following for subclause 32.5:

"32.5 The General Secretary of the Council shall deposit all monies received in terms of this clause into the Council's account and at the end of each month—

32.5.1 pay all membership fees received to the employers' organisation; and

32.5.2 deposit all the levies received into a separate account administered by the employers' organisation."

- (2) Substitute the following for subclause 32.11:

"32.11 a conscientious objector may request the Council to pay the levy received into a fund administered by the Department of Labour."

**14. CLAUSE 33: AGENCY SHOP: EMPLOYEE'S ORGANISATION**

- (1) Substitute the following for subclause 33.1:

"33.1 Every employer shall deduct weekly or monthly, as the case may be, from the wages of his employees, the agency fee equivalent to the trade union subscription fee as determined from time to time by the trade union; and shall forward, on the form specified in Annexure "A" of the Main Collective Agreement, the amount thus deducted to the General Secretary of the Council, 15 Edward Street, Roodepoort, 1724, no later than the seventh day of each month following on the month in which the deductions were made.

The Council shall thereafter prepare an analysis of all amounts received from the employers either by way of membership fees or levies. The Council shall then be entitled to deduct a collection fee, which will be a percentage of the total of fees/levies collected, which percentage will be determined and agreed upon from time to time by the parties to the Council."

- (2) Substitute the following for NEW subclause 33.5.2:

"33.5.2 report in writing to the trade union, and in this report express an opinion as to whether or not the trade union has complied with the provisions of its constitution relating to financial matters and the provisions of subclause 33.4."

- (3) Substitute the following for subclauses 33.6 and 33.7:

"33.6 The trade union shall submit to the Council, within 30 days of receipt of the auditor's report referred to in 33.5, a certified copy of that report.

33.7 Any person may inspect the auditor's report submitted to the Council in terms of 33.6 at the Council's offices, 15 Edward Street, Roodepoort, 1724."

- (4) Substitute the following for subclause 33.9:

"33.9 a conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour."

**15. ANNEXURES**

- (1) Substitute the following Revised Annexure B for Annexure B (Application for Registration of Establishment).  
(2) Substitute the following Revised Annexure C for Annexure C (Commission Agreement).

**ANNEXURE B**

(CLAUSES 6.1 AND 6.4 OF THE MAIN COLLECTIVE AGREEMENT)

**H C S B C**

(Registered under the Labour Relations Act, No. 66 of 1995)

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL****(Semi-National)**

Fax: (011) 760-1274  
P.O. Box 1963  
ROODEPOORT  
1725

Tel: (011) 760-1685  
15 Edward Street  
ROODEPOORT  
1724

**APPLICATION FOR REGISTRATION OF ESTABLISHMENT****Notes:**

- Answer ALL questions;  
Blanks are NOT acceptable;
- If the answer to a question is the SAME as for a previous question, you need only refer to the question number under which the information was given.

1. Name under which business is carried on:.....

2.1 Postal address .....

2.2 Postal code.....

3.1 Street address at which business is carried on:.....

3.2 Suburb:.....

3.3 Magisterial District:.....

4.1 Type of business: (Hairdressing Salon, Nail Bar, other):.....

4.2 Telephone number: Dailling code..... No.....

5.1 Contact person:.....

5.2 Tel. Nos. (W)..... (H) .....

6. Full names of proprietor/Legal owner .....

(Legal personality of establishment (tick the correct classification)

.....Sole Proprietor .....Partnership .....Company

.....Close Corporation (CC) .....Trading Trust

6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of members (in the case of a CC). In the case of a company, specify whether a director or a controlling shareholder OR in the case of a trust, specify the trustees:

.....

.....

.....

.....

7.1 Full Names of Bookkeeper/Accounting Officer:

.....

7.2 Address of Bookkeeper/Accounting Officer:

.....

.....

7.3 Postal code: .....

7.4 Tel. Nos.: (W)..... (H) .....

8. **Tick whether this is:**

8.1 .....Only a change of name of an existing business.

8.2 .....An existing business which has been acquired by a new owner.

**If so**, specify the name under which the business was formerly carried on:

.....

**and give the following details:**

Full Name/s of previous owner/s .....

.....

Present address of previous owner/s .....

.....

.....

Date on which the business was taken over .....

8.3 .....An entirely new business. **If so**, specify date on which business commenced.....

9. Particulars for Registration Certificate (**tick one for each group**):

.....Afro .....Caucasian .....Both

.....Landies .....Gents .....Unisex

10.1 Particulars of person in day-to-day control of the provision of hairdressing and cosmetology services in the business if the proprietor/legal owner is not a qualified hairdresser:

Full names.....

.....

10.2 Address .....

.....

.....

10.3 Tel. Nos.: (W)..... (H) .....

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

**If the answer is NO**, specify the name/s of those who do not have a certificate:

.....

.....

.....

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

(1) .....

(2) .....

(3) .....

(4) .....

(5) .....



I, the undermentioned **legal owner**, do hereby warrant that the establishment to which this application relates is—

1. not used for any purpose other than the provision of hairdressing and cosmetology services, unless such other use is separated from the **establishment** by a wall or walls having no doors, windows, apertures or other means of communication therewith; and
2. not used as a training institution in contravention of clause 8.3 of the Agreement.

Furthermore, I undertake at all times to comply with all the provisions of the Main Collective Agreement.

Signed by (or on behalf of) **the legal owner (the employer)**, who hereby warrants his authority to sign, at.....,

on this the ..... day of .....20.....

.....  
(Names in full)

.....  
Signature of legal owner (employer)

.....  
Date

**ANNEXURE B**

(CLAUSES 6.1 AND 6.3 OF THE MAIN COLLECTIVE AGREEMENT)

**HCSBC**

(Registered under the Labour Relations Act, No. 66 of 1995)

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL  
(Semi-National)**

Fax: (011) 760-1274  
P.O. Box 1963  
ROODEPOORT  
1725

Tel: (011) 760-1685  
15 Edward Street  
ROODEPOORT  
1724

**LIST OF EMPLOYEES****N.B.: PARTICULARS OF EVERY EMPLOYEE OF THE EMPLOYER MUST BE GIVEN HEREUNDER**

Employer's and employee's information	Date engaged	Previous establishment	Sex M/F	Occupation	Work code	Salary	Party/Non-party member
Name .....							
Surname .....							
Address.....							
.....							
I.D. No. ....							
Tel. No. ....							
Cell No. ....							
Name .....							
Surname .....							
Address.....							
.....							
I.D. No. ....							
Tel. No. ....							
Cell No. ....							

Employer's and employee's information	Date engaged	Previous establishment	Sex M/F	Occupation	Work code	Salary	Party/Non-party member
Name .....							
Surname .....							
Address .....							
.....							
.....							
I.D. No. ....							
Tel. No. ....							
Cell No. ....							

Work code: FQ—Female Qualified AP—Apprentice (e.g. AP1 is Apprentice with Module 1)  
 MQ—Male Qualified MC—Manicurist OR Beauty Culturist  
 RC—Receptionist OP—Operator  
 GA—General Assistant

.....  
*Employer*

**ANNEXURE B**

(CLAUSES 11.1 AND 11.5 OF THE MAIN COLLECTIVE AGREEMENT)

**HCSBC**

(Registered under the Labour Relations Act, No. 66 of 1995)

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL**

(Semi-National)

Fax: (011) 760-1274  
P.O. Box 1963  
ROODEPOORT  
1725

Tel: (011) 760-1685  
15 Edward Street  
ROODEPOORT  
1724

**COMMISSION AGREEMENT**

Commission agreement between:

.....  
("the Employer").....  
("the Employee")

1. Date of commencement of employment .....
2. **Rate of Commission on Services**
  - 2.1 Rate of commission: 40% (per cent) [In Area 4 (P.E.)—30%]  
**(Note: A higher rate of commission may be paid. If that is the case specify the highest rate here: .....% (per cent).)**
  - 2.2 The Employee shall be entitled to monthly commission at the rate set out above on his or her gross takings. **(If the establishment has registered for VAT, VAT must be deducted from the gross takings.)**
  - 2.3 For the purposes of this commission agreement "takings" does not include sales of hairdressing products.
  - 2.4 From the gross takings of the Employee in this clause, the Employer may NOT deduct the cost of any products used by the Employee in rendering hairdressing and cosmetology services to clients.
3. **Rate of Commission on Product Sales**
  - 3.1 Rate of commission: 5% (per cent)  
**(Note: A higher rate of commission may be paid. If that is the case specify the highest rate here: .....% (per cent).)**
  - 3.2 In respect of the sale of hairdressing products the Employee shall be entitled to monthly commission on total sales made by him or her at the rate specified above. The said sales shall be calculated at retail selling price less VAT calculated in accordance with the following formula:

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

where—

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

4. Date in the month on which commission is payable .....
5. Agreed number of days notice of cancellation .....

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

.....  
("the Employer").....  
("the Employee")

AS WITNESSES:

1. ....

2. ....

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

Signed at Roodepoort, for and on behalf of the Council, by the parties to the Council, by authority of a Resolution, on this 23rd day of November 2004.

1. By the Chairman of the Council:  
*who warrants that he/she is duly authorized hereto*  
**DAVID THOMAS (an EOHCB Official)**
2. By the General Secretary of the Council:  
*who warrants that he/she is duly authorized hereto*  
**JULIAN WOOD**

AS WITNESSES:

- |   |   |
|---|---|
| 1. ....<br><b>STEPHEN DELPORT (UASA Official)</b>                         | 2. ....<br><b>ALANA M. ENSLIN (Council Staff)</b>               |
| 3. ....<br><b>YVONNE MOGOTSI<br/>(Assistant Secretary of the Council)</b> | 4. ....<br><b>JOSEPH DIKGOLE<br/>(Designated Council Agent)</b> |

No. R. 242

24 March 2005

## LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES AMENDING COLLECTIVE AGREEMENTS TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in the Industry, with effect from 4 April 2005, and for the period ending 31 March 2005.

**M.M.S MDLADLANA**

Minister of Labour

No. R. 242

24 Maart 2005

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE EN ADMINISTRASIEFONDS WYSIGING 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 Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 4 April 2005, en vir die tydperk wat op 31 Maart 2005 eindig.

**M.M.S MDLADLANA**

Minister van Arbeid

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

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

**Association of Electric Cable Manufacturers of South Africa****Border Industrial Employers' Association****Bright Bar Association****Cape Engineers' and Founders' Association****Consolidated Association of Employers of South Africa (CAESAR)****Constructional Engineering Association (South Africa)****Covered Conductor Manufacturers' Association****Electrical Engineering and Allied Industries' Association****Electronics and Telecommunications Industries' Association****Federated Employers' Organisation of South Africa (FEOSA)****Gate and Fence Association****Hand Tool Manufacturers' Association (HATMA)****Iron and Steel Producers' Association of South Africa****KwaZulu-Natal Engineering Industries' Association****Lift Engineering Association of South Africa****Light Engineering Industries' Association of South Africa****Materials Handling Association**

**Non-ferrous Metal Industries' Association of South Africa**  
**Plastic Converters' Association of South Africa**  
**Plumbers, Engineers and Brassware Manufacturers' Association**  
**Port Elizabeth Engineers' Association**  
**Pressure Vessel Manufacturers' Association of South Africa**  
**Radio, Appliance and Television Association of South Africa (RATA)**  
**Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association**  
**Sheetmetal Industries' Association of South Africa**  
**Small Enterprise Employers of South Africa (SEESA)**  
**SA Electroplating Industries' Association**  
**SA Engineers' and Founders' Association**  
**SA Fastener Manufacturers' Association (SAFMA)**  
**SA Refrigeration and Air Conditioning Contractors' Association (SARACCA)**  
**SA Pump Manufacturers' Association**  
**SA Reinforced Concrete Engineers' Association (SARCEA)**  
**SA Value and Actuator Manufacturers' Association (SAVAMA)**  
**SA Wire and Wire Rope Manufacturers' Association**

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

**Metal and Electrical Workers' Union of South Africa**  
**Solidariteit/MWU—Solidarity/MWU**  
**United Association of South Africa (UASA)**  
**National Union of Metalworkers of South Africa (NUMSA)**  
**SA Equity Workers' Association**

(hereinafter referred to as the "employees" or "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council, to amend the Agreement published under Government Notice No. R....., dated .....

## **PART 1: GENERAL**

### **1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
  - (a) throughout the Republic of South Africa;
  - (b) by all the employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employer's organisations and the trade unions, respectively; and
  - (c) for the purposes of clause 5 (3) (c) and of item (iv) of the definition of "employee" in clause 3, the employers and employees referred to therein.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—
  - (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
  - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
  - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

- (f) the Locksmith Trade in the Magisterial District of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
- (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designated for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
- (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Province of the Cape of Good Hope and the Orange Free State;
- (i) the manufacture from tinsplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinsplate.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—

- (a) apprentices only in so far as such terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
- (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as such terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(4) Clauses (1) (1) (b) and (2) of this Agreement shall not apply to employers and employees who are not members of the employers' organizations and trade unions, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

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

## PART II

### 3. CLAUSE 5: CONTRIBUTIONS

(1) The provisions of this clause shall apply in respect of all employees (as defined in clause 3 of the Agreement), except for purposes of subclause (3) (a) and (b) below, apprentices, pre-apprentices and learners shall be excluded.

(2) Contributions shall be made by employers in the manner specified hereunder.

(3) (a) From the earnings of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct an amount of R1,18 (one rand eighteen cents). The equivalent monthly payment is R5,11 (five rand eleven cents) per employee.

(b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.

(c) An amount of 39 cents shall be deducted from both employee and employer per week [including the employers and employees referred to in item (vi) of the definition of employee in clause 3, "definitions"] in respect of a dispute resolution levy. The equivalent monthly amount is R1,69 (one rand sixty nine cents) per employee per month, with the employer contributing an equal amount.

(4) In any establishment in which the total amount payable to the Council in terms of subclause (3) (a) and (b) hereof amounts to less than R118 per month, the employer shall make up the amount of R118 and forward the amount to the Council each month.

(5) (a) Every employer in regions A, B, C, D, E, and F shall forward the amounts payable each month in terms of subclause (3) hereof, subject to the minimum amount payable as specified in subclause (4), together with a statement in such form as may be specified from time to time, to reach the Metal Industries Benefit Fund Administration (MIBFA), Central Funds Collection Office, 2nd Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 15th day of the subsequent month.

(b) The employer uses the postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is P.O. Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries to be directed to the Financial Manager at the above address or (011) 870-2000.

(6) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in subclause (5) hereof, and shall record thereon the number of employees employed on Limited Duration Contracts of Employment during the month to which the statement applies.

(7) (a) For the purposes of this subclause 'the Act' means the Usury Act, 1968.

(b) If any amount that falls due in terms of this clause is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:



- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 15th day until the full amount is received by the Council.
- (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a "credit transaction" for the purposes of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall, *mutatis mutandis*, apply.
- (iii) The council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this subclause.
- (iv) In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.
- (v) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall, *mutatis mutandis*, apply for these purposes."

Signed at Johannesburg for and on behalf of the parties this 21st day of January 2005.

**D. A. CARSON**

**Member**

**L. MTHIYANE**

**Member**

**A. SMITH**

**Chief Executive Officer**

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