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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

No. R. 721

22 July 2005

NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 REGULATIONS FOR THE ESTABLISHMENT OF A DESIGNATED NATIONAL AUTHORITY FOR THE CLEAN DEVELOPMENT MECHANISM

SCHEDULE

The Minister of Environmental Affairs and Tourism has under section 25(3) of the National Environmental Management Act, 1998 (Act No. 107 of 1998), made the regulations in the Schedule.

Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned shall have the meaning, so assigned and, unless the context otherwise indicates –

"CDM" means the "Clean Development Mechanism" contemplated in Article 12 of the Kyoto Protocol;

"CDM Project" means a "Clean Development Mechanism Project" activity proposed or established under the rules adopted under the United Nations Framework Convention on Climate Change (UNFCCC) and the Kyoto Protocol for the CDM, which has to be approved by the DNA;

"DNA" means the "Designated National Authority" designated in regulation 2, who is responsible for the approval of Clean Development Mechanism projects for the purposes of the Kyoto Protocol;

"Executive Board of the Clean Development Mechanism" means the Executive Board for the Clean Development Mechanism contemplated in Article 12 of the Kyoto Protocol;

"Kyoto Protocol" means the Protocol to the United Nations Framework Convention on Climate Change adopted at the Third Conference of the Parties to the United Nations Framework Convention on Climate Change in Kyoto, Japan on 11 December, 1997;

"Project proponent" means the person submitting a CDM project for approval;

"Steering Committee" means the Steering Committee established by regulation 4;

the "Act" means the National Environmental Management Act, 1998 (Act No. 107 of 1998); "United Nations Framework Convention on Climate Change" or "UNFCCC" means the United Nations Framework Convention on Climate Change adopted in New York on 9 May 1992.

Designation of the DNA

2. (1) The Director-General of the Department of Minerals and Energy is hereby designated as the DNA in the Republic.
- (2) The Director-General contemplated in subregulation (1) shall perform all the powers and duties of the DNA as set out in regulation 3.
- (3) The DNA may delegate any power conferred on that Authority by these regulations to one or more officers in the Department of Minerals and Energy.

Duties of the DNA

3. (1) The DNA must in consultation with the Steering Committee-
 - (a) establish and apply an approval procedure in terms of regulation 6;
 - (b) consider applications by project proponents for endorsement that the project complies with the international and national criteria for CDM projects and where appropriate comment on Project Design Documents;
 - (c) issue letters of approval to project proponents in respect of CDM projects that meet the international and national sustainable development criteria approved by the Minister of Minerals and Energy from time to time;
 - (d) facilitate the effective and beneficial participation of South Africa and South African public and private sector entities in the activities of the CDM;
 - (e) promote the establishment of CDM projects in the Republic in cooperation with other government agencies with the same or similar responsibilities;
 - (f) monitor and report to the Minister of Minerals and Energy from time to time on CDM projects and activities in the Republic;
 - (g) declare all donations received in accordance with the provisions of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- (2) The DNA may make recommendations to the Minister of Environmental Affairs and Tourism on amendments to these Regulations.

Establishment of a Steering Committee for DNA

4. (1) A Steering Committee for the DNA is hereby established.
- (2) The Steering Committee consists of ten members representing the following National Departments:

- (a) Minerals and Energy;
 - (b) Environmental Affairs and Tourism;
 - (c) Water Affairs and Forestry;
 - (d) Foreign Affairs;
 - (e) Trade and Industry;
 - (f) Agriculture and Land Affairs;
 - (g) Transport;
 - (h) National Treasury;
 - (i) Science and Technology; and
 - (j) Health.
- (3) The Directors General of each of the Departments represented in the Steering Committee must appoint one member of the Committee and an alternate to that member from among the officials in their departments.
 - (4) Each member of the Steering Committee serves until the member's successor has been appointed or until his or her termination of employment by the Department concerned, whichever is the sooner.
 - (5) The chairperson of the Steering Committee is the representative of the Department of Minerals and Energy.
 - (6) The Steering Committee must establish terms of reference for its operations which will address the following matters:
 - (a) Meetings of the Steering Committee;
 - (b) Decisions of the Steering Committee;
 - (c) Establishment of sub-committees, and an Expert Advisory Committee, and
 - (d) Powers and duties of Sub-committees and the Expert Advisory Committee.

Duties of the Steering Committee for the DNA

- 5. (1) The Steering Committee must-
 - (a) provide supervision and advice with regard to the operations of the DNA;
 - (b) consider and make recommendations to the DNA in respect of CDM projects submitted to it;
 - (c) approve the CDM project evaluation and approval procedure;
 - (d) facilitate the development of administrative guidelines and arrangements required for the effective functioning of the DNA;
 - (e) facilitate cooperative governance and coordination over issues related to the CDM between National Departments and government agencies;
 - (f) review and approve the DNA's annual business plan and work programmes;
 - (g) address issues arising from CDM projects and activities submitted to it;
 - (h) monitor and review the performance of the DNA every three years and submit a report on the performance of the DNA to the Minister of

- Minerals and Energy summarising the performance evaluation of the DNA;
- (i) establish a sub-committee on the promotion of CDM Projects to review and coordinate the implementation and promotion of the CDM in the Republic through different national departments and agencies;
 - (j) advise and make recommendations for the implementation of the CDM in the Republic to the Department of Minerals and Energy and Cabinet as appropriate;
 - (k) perform any other responsibility that may be allocated to it by Ministers via the Minister of Minerals and Energy.

Evaluation and approval procedure

6. (1) The evaluation and approval procedure for CDM projects must include-
- (a) a process for the submission of projects for approval to the DNA;
 - (b) the sustainable development criteria approved by the Minister of Minerals and Energy from time to time; and
 - (c) any other document, form, template and or other guidance material that is deemed necessary by the DNA.
- (2) The DNA must make the evaluation and approval procedure contemplated in subregulation (1) available to the public.
- (3) When the evaluation and approval procedure contemplated in subsection (1) is amended, any project already submitted for evaluation and approval to the DNA will be subject to the evaluation and approval procedure applicable at the time of submission.

Letter of Approval

7. (1) The DNA must in consultation with the Steering Committee consider all the applications submitted to it for evaluation and approval within ten days of receipt.
- (2) The Steering Committee must make recommendations to the DNA on whether to issue or not to issue a letter of approval within ten days of receipt of a project submission.
- (3) If the DNA accepts a recommendation to issue a letter of approval, it shall within five days of the receipt of the recommendations from the Steering Committee issue a letter of approval to the project proponent.
- (4) If the DNA does not accept a recommendation of approval by the Steering Committee, it shall issue a letter of no approval and reasons for non approval thereof in writing within five days of receipt of the recommendations from the Steering Committee.
- (5) A letter of approval must contain-
- (a) a statement that the Republic is a signatory to the Kyoto Protocol;

- (b) a statement that the DNA is the authorised body in the country to issue CDM project letters of approval;
- (c) a statement that the participation in the project is voluntary;
- (d) confirmation that the project activity assists in supporting sustainable development in the Republic;
- (e) authorisation for the project proponent to participate in the CDM project;
- (f) authorisation for the project proponent to sell the title and all rights to the greenhouse gas emission reductions generated by the CDM project;
- (g) the name, address and telephone number and other contact details of the project proponent;
- (h) the geographic location of the project;
- (i) a description of the boundaries of the area occupied by the project;
- (j) the conditions, if any, included in the letter of approval;
- (k) the date of expiry or the duration of the letter of approval; and
- (l) the signature of the Director-General of Minerals and Energy and the date thereof.

8. Appeals

- (1) An applicant or an interested and affected party who is not satisfied with the recommendation of the Steering Committee must be afforded an opportunity to make presentation to the Director-General, before he or she takes the decision.
- (2) An applicant or an interested and affected party may appeal against a decision of the Director General to the Minister of Minerals and Energy.
- (3) Any appeal contemplated in this Regulation must be made in writing within 30 days of the date on which the decision was made known.
- (4) An appeal made in terms of this Regulation must-
 - (a) be in writing;
 - (b) state the grounds for the appeal;
 - (c) be accompanied by all relevant original documents or copies thereof that has been certified as being true copies by any competent person.

9. Financing of the DNA

- (1) The funds of the DNA consist of—
 - (a) monies provided for in the budget of the Department of Minerals and Energy;
 - (b) donations received by the Department of Minerals and Energy on behalf of the DNA from any source.
- (2) The DNA must utilise the funds at its disposal to defray expenses in connection with the performance of its functions.

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID**

No. R. 702**22 July 2005**

NURSING ACT, 1978 (ACT NO. 50 OF 1978)

REGULATIONS REGARDING REGISTERS: AMENDMENT

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 3589 of 24 October 1969, as amended by Government Notices Nos. R.1201 of 7 July 1972, R. 772 of 11 May 1973, R.1854 of 8 October 1976, R. 2206 of 31 October 1980, R. 814 of 30 April 1982, R.1419 of 1 July 1983, R.1905 of 23 September 1988, R. 2194 of 6 September 1991, R.1322 of 23 July 1993, R.1128 of 28 July 1995, R.1132 of 23 September 1999, R.1305 of 5 December 2001, R.149 of 24 January 2003 and R. 859 of 13 June 2003.

Amendment of regulation 4 of the Regulations

2. Regulation 4 of the Regulations is hereby amended by the –
 - (a) substitution in subregulation (1) of the expression "one hundred and sixty-nine rand and thirty cents (R169,30), excluding VAT" for the expression "one hundred and fifty-four rand and thirty-nine cents (R154,39), excluding VAT"; and
 - (b) insertion of the following subregulation after subregulation (5):

"(6) The annual fee prescribed in subregulation (1) is subject to an annual increase that shall not exceed the average annual percentage change in the Consumer Price Index (CPI) for the previous year."

Amendment of regulation 6 of the Regulations

3. Regulation 6 of the Regulations is hereby amended by the –
 - (a) substitution in paragraph (a) of subregulation (1), of the expression "fifty-two rand and sixty-three cents (R52,63), excluding VAT" for the expression "fifty rand (R50)"; and

- (b) substitution in paragraph (b) of subregulation (1), of the expression "two hundred and seventy-six rand and thirty-two cents (R276,32), excluding VAT" for the expression "one hundred and fifty-three rand and fifty-one cents (R153,51), excluding VAT".

Commencement of regulations

- 4. These regulations shall come into operation on the date of publication in the *Gazette*.

Transitional arrangements

- 5. Paragraph (a) of regulation 2 of these regulations will not apply to annual fees in respect of the –

- (a) 2004 calendar year; and

- (b) 2005 calendar year if the annual fee was paid before the date of publication of these regulations.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE REGISTERS: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 3589 van 24 Oktober 1969, soos gewysig by Goewermentskennisgewings Nos. R. 1201 van 7 Julie 1972, R. 772 van 11 Mei 1973, R. 1854 van 8 Oktober 1976, R. 2206 van 31 Oktober 1980, R. 814 van 30 April 1982, R. 1419 van 1 Julie 1983, R. 1905 van 23 September 1988, R. 2194 van 6 September 1991, R. 1322 van 23 Julie 1993, R. 1128 van 28 Julie 1995, R. 1132 van 23 September 1999, R. 1305 van 5 Desember 2001, R. 149 van 24 Januarie 2003 en R. 859 van 13 Junie 2003.

Wysiging van regulasie 4 van die Regulasies

2. Regulasie 4 van die Regulasies word hierby gewysig deur –
 - (a) die uitdrukking "eenhonderd-vier-en-vyftig rand en nege-en-dertig sent (R154,39), BTW uitgesluit" in subregulasie (1) deur die uitdrukking "eenhonderd-nege-en-sestig rand en dertig sent (R169,30), BTW uitgesluit" te vervang; en
 - (b) die volgende subregulasie as subregulasie (6) in te voeg:

"(6) Die jaarlikse gelde in subregulasie (1) voorgeskryf, is onderhewig aan 'n jaarlikse verhoging van nie meer as die gemiddelde jaarlikse persentasie verandering in die Verbruikersprysindeks (VPI) vir die vorige jaar."

Wysiging van subregulasie (1) van regulasie 6 van die Regulasies

3. Subregulasie (1) van regulasie 6 van die Regulasies word hierby gewysig deur –

- (a) die uitdrukking "vyftig rand (R50)" in paragraaf (a) deur die uitdrukking "twee-en-vyftig rand en drie-en-sestig sent (R52,63), BTW uitgesluit" te vervang; en
- (b) die uitdrukking "eenhonderd-drie-en-vyftig rand en een-en-vyftig sent (R153,51), BTW uitgesluit" in paragraaf (b) deur die uitdrukking "tweehonderd-ses-en-sewentig rand en twee-en-dertig sent (R276,32), BTW uitgesluit" te vervang.

Inwerkingtreding van hierdie regulasies

4. Hierdie regulasies is tree in werking op die datum van publikasie in die *Staatskoerant*.

Oorgangsreëlings

5. Paragraaf (a) van regulasie 2 van hierdie regulasies is nie van toepassing nie op jaarlikse gelde ten opsigte van –
- (1) die 2004-kalenderjaar; of
 - (2) die 2005-kalenderjaar indien die jaarlikse gelde voor die publikasiedatum van hierdie regulasies betaal is.



M E TSHABALALA-MSIMANG
MINISTER VAN GESONDHEID
29.6.2005

No. R. 703

22 Julie 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS REGARDING ROLLS FOR ENROLLED NURSES AND MIDWIVES:
AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R.3588 of 24 October 1969, as amended by Government Notices Nos. R.1205 of 7 July 1972, R.773 of 11 May 1973, R.1855 of 8 October 1976, R.189 of 2 February 1979, R.2208 of 31 October 1980, R.816 of 30 April 1982, R.1420 of 1 July 1983, R.1903 of 23 September 1988, R.2195 of 6 September 1991, R.1321 of 23 July 1993, R.1130 of 28 July 1995, R.1127 of 23 September 1999, R.1304 of 5 December 2001, R.151 of 24 January 2003 and R.858 of 13 June 2003.

Amendment of regulation 3 of the Regulations

2. Regulation 3 of the Regulations is hereby amended by the—
 - (a) substitution in subregulation (1) of the expression "one hundred and twenty-seven rand and nineteen cents (R127,19), excluding VAT" for the expression "one hundred and fifteen rand and seventy-nine cents (R115,79), excluding VAT"; and
 - (b) insertion of the following subregulation after subregulation (6):

"(7) The annual fee prescribed in subregulation (1) is subject to an annual increase that shall not exceed the average annual percentage change in the Consumer Price Index (CPI) for the previous year."

Amendment of regulation 5 of the Regulations

3. Regulation 5 of the Regulations is hereby amended by —

- (a) the substitution in paragraph (a) of subregulation (1) of the expression "fifty-two rand and sixty-three cents (R52,63), excluding VAT" for the expression "fifty rand (R50)"; and
- (b) the substitution in paragraph (b) of subregulation (1) of the expression "one hundred and ninety-seven rand and thirty-seven cents (R197,37), excluding VAT" for the expression "one hundred and nine rand and sixty-five cents (R109,65), excluding VAT".

Commencement of regulations

- 4. These regulations shall come into operation on the date of publication in the *Gazette*.

Transitional arrangements

- 5. Paragraph (a) of regulation 2 of these regulations will not apply to annual fees in respect of the –
 - (a) 2004 calendar year; and
 - (b) 2005 calendar year if the annual fee was paid before the date of publication of these regulations.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE ROLLE VIR INGESKREWE VERPLEEGSTERS EN
VROEDVROUE: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 3588 van 24 Oktober 1969, soos gewysig by Goewermentskennisgewings Nos. R. 1205 van 7 Julie 1972, R. 773 van 11 Mei 1973, R. 1855 van 8 Oktober 1976, R. 189 van 2 Februarie 1979, R. 2208 van 31 Oktober 1980, R. 816 van 30 April 1982, R. 1420 van 1 Julie 1983, R. 1903 van 23 September 1988, R. 2195 van 6 September 1991, R. 1321 van 23 Julie 1993, R. 1130 van 28 Julie 1995, R. 1127 van 23 September 1999, R. 1304 van 5 Desember 2001, R. 151 van 24 Januarie 2003 en R. 858 van 13 Junie 2003.

Wysiging van regulasie 3 van die Regulasies

2. Regulasie 3 van die Regulasies word hierby gewysig deur –
 - (a) die uitdrukking "eenhonderd-en-vyftien rand en nege-en-sewentig sent (R115,79), BTW uitgesluit" in subregulasie (1) deur die uitdrukking "eenhonderd-sewe-en-twintig rand en negentien sent (R127,19), BTW uitgesluit" te vervang; en
 - (b) die volgende subregulasie as subregulasie (7) in te voeg:
"(7) Die jaarlikse gelde in subregulasie (1) voorgeskryf, is onderhewig aan 'n jaarlikse verhoging van nie meer as die gemiddelde jaarlikse persentasie verandering in die Verbruikersprysindeks (VPI) vir die vorige jaar."

Wysiging van regulasie 5 van die Regulasies

3. Subregulasie (1) van regulasie 5 van die Regulasies word hierby gewysig deur –

- (a) die uitdrukking "vyftig rand (R50)" in paragraaf (a) deur die uitdrukking "twee-en-vyftig rand en drie-en-sestig sent (R52,63), BTW uitgesluit" te vervang; en
- (b) die uitdrukking "eenhonderd-en-nege rand en vyf-en-sestig sent (R109,65), BTW uitgesluit" in paragraaf (b) met die uitdrukking "eenhonderd-sewe-en-negentig rand en sewe-en-dertig sent (R197,37), BTW uitgesluit" te vervang.

Inwerkingtreding van hierdie regulasies

- 4. Hierdie regulasies tree in werking op die datum van publikasie in die *Staatskoerant*.

Oorgangsreëlings

- 5. Paragraaf (a) van regulasie 2 van hierdie regulasies is nie van toepassing nie op jaarlikse gelde ten opsigte van –
 - (1) die 2004-kalenderjaar; of
 - (2) die 2005-kalenderjaar indien die jaarlikse gelde voor die publikasiedatum van hierdie regulasies betaal is.



M E TSHABALALA-MSIMANG
MINISTER VAN GESONDHEID

29.6.2005

No. R. 704

22 July 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS REGARDING ROLLS FOR NURSING AUXILIARIES: AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 1206 of 7 July 1972, as amended by Government Notices Nos. R. 1267 of 27 July 1973, R. 1856 of 8 October 1976, R. 190 of 2 February 1979, R. 2209 of 31 October 1980, R. 817 of 30 April 1982, R. 2032 of 24 September 1982, R. 1421 of 1 July 1983, R. 1904 of 23 September 1988, R. 2193 of 6 September 1991, R. 1323 of 23 July 1993, R. 1129 of 28 July 1995, R. 1129 of 23 September 1999, R. 1303 of 5 December 2001, R. 150 of 24 January 2003 and R. 860 of 13 June 2003.

General amendment

2. The Regulations are hereby amended by the substitution of the expression "nursing auxiliaries", for the expression "nursing assistant," wherever it occurs.
3. The Regulations are hereby amended by the substitution of the expression "nursing auxiliary" for the expression "nursing assistant" wherever it occurs.

Amendment of regulation 3 of the Regulations

4. Regulation 3 of the Regulations is hereby amended by the—
 - (a) substitution in subregulation (1) of the expression "one hundred and eleven rand and forty cents (R111,40), excluding VAT for the expression "one hundred and one rand and seventy-five cents (R101,75), excluding VAT"; and
 - (b) insertion of the following subregulation after subregulation (6):

"(7) The annual fee prescribed in subregulation (1) is subject to an annual increase that shall not exceed the average annual percentage change in the Consumer Price Index (CPI) for the previous year."

Amendment of regulation 5 of the Regulations

5. Regulation 5 of the Regulations is hereby amended by the—
- (a) substitution in paragraph (a) of subregulation (1), of the expression "fifty-two rand and sixty-three cents (R52,63), excluding VAT," for the expression "fifty rand (R50)" and
 - (b) substitution in paragraph (b) of subregulation (1), of the expression "one hundred and eighty-one rand and fifty-eight cents (R181,58), excluding VAT" for the expression "one hundred rand and eighty-eight cents (R100,88), excluding VAT".

Amendment of heading of ANNEXURE A of the Regulations

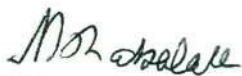
6. The heading of Annexure A of the Regulations is hereby amended by the substitution of the expression "NURSING AUXILLAY" for the expression "NURSING ASSISTANT".

Commencement of regulations

7. These regulations shall come into operation on the date of publication in the *Gazette*.

Transitional Arrangements

8. Paragraph (a) of regulation 4 of these regulations shall not apply to annual fees in respect of the —
- (a) 2004 calendar year; and
 - (b) 2005 calendar year if the annual fee was paid before the date of publication of these regulations.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE ROLLE VIR VERPLEEGHULPE: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 1206 van 7 Julie 1972, soos gewysig by Goewermentskennisgewings Nos. R. 1267 van 27 Julie 1973, R. 1856 van 8 Oktober 1976, R. 190 van 2 Februarie 1979, R. 2209 van 31 Oktober 1980, R. 817 van 30 April 1982, R. 2032 van 24 September 1982, R. 1421 van 1 Julie 1983, R. 1904 van 23 September 1988, R. 2193 van 6 September 1991, R. 1323 van 23 Julie 1993, R. 1129 van 28 Julie 1995, R. 1129 van 23 September 1999, R. 1303 van 5 Desember 2001, R. 150 van 24 Januarie 2003. en R. 860 van 13 Junie 2003.

Algemene wysigings

2. Die Regulasies word hierby gewysig deur die uitdrukking "verpleegassistent" deur die uitdrukking "verpleeghulpe" te vervang waar ook al dit voorkom.
3. Die Regulasies word hierby gewysig deur die uitdrukking "verpleegassistent" deur die uitdrukking "verpleeghulp" te vervang waar ook al dit voorkom.

Wysiging van regulasie 3 van die Regulasies

4. Regulasie 3 van die Regulasies word hierby gewysig deur –
 - (a) die uitdrukking "eenhonderd-en-een rand en vyf-en-sewentig sent (R101,75), BTW uitgesluit" in subregulasie (1) deur die uitdrukking "eenhonderd-en-elf rand en veertig sent (R111,40), BTW uitgesluit" te vervang; en
 - (b) die volgende subregulasie na subregulasie (6) in te voeg:

"(7) Die jaarlikse gelde in subregulasie (1) voorgeskryf, is onderhewig aan 'n jaarlikse verhoging van nie meer nie as die gemiddelde jaarlikse persentasie verandering in die Verbruikersprysindeks (VPI) vir die vorige jaar."

Wysiging van subregulasie (1) van regulasie 5 van die Regulasies

5. Subregulasie (1) van regulasie 5 van die Regulasies word hierby gewysig deur –
- (a) die uitdrukking "vyftig rand (R50)" in paragraaf (a) deur die uitdrukking "twee-en-vyftig rand en drie-en-sestig sent (R52,63), BTW uitgesluit" te vervang; en
 - (b) die uitdrukking "eenhonderd rand en agt-en-tagtig sent (R100,88), BTW uitgesluit" in paragraaf (b) met die uitdrukking "eenhonderd-een-en-tagtig rand en agt-en-vyftig sent (R181,58), BTW uitgesluit" te vervang.

Wysiging van opskrif van BYLAE A van die Regulasies

6. Die opskrif van BYLAE A van die Regulasies word hierby gewysig deur die uitdrukking "VERPLEEGASSISTENT" deur die uitdrukking "VERPLEEGHULP" te vervang.

Inwerkingtreding van hierdie regulasies

7. Hierdie regulasies is tree in werking op die datum van publikasie in die *Staatskoerant*.

Oorgangsreëlings

8. Paragraaf (a) van regulasie 4 van hierdie regulasies is nie van toepassing nie op jaarlikse gelde ten opsigte van –
- (1) die 2004-kalenderjaar; en
 - (2) die 2005-kalenderjaar indien die jaarlikse gelde voor die publikasiedatum van hierdie regulasies betaal is.


M E TSHABALALA-MSIMANG
MINISTER VAN GESONDHEID
29.6.2005

No. R. 705

22 July 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS REGARDING ROLLS FOR PUPIL NURSING ASSISTANTS: AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 1833 of 20 October 1972, as amended by Government Notices Nos. R. 1649 of 20 September 1974, R. 2211 of 31 October 1980, R. 819 of 30 April 1982 and R. 1128 of 23 September 1999.

General amendment

2. The Regulations are hereby amended by the substitution of the expression "pupil nursing auxiliaries" for the expression "pupil nursing assistants", wherever it occurs.
3. The Regulations are hereby amended by the substitution of the expression "pupil nursing auxiliary" for the expression "pupil nursing assistant" wherever it occurs.

Amendment of regulation 2 of the Regulations

4. Subregulation (1) of regulation 2 of the Regulations is hereby amended by the substitution of the expression "seventy-five rand (R75,00), excluding VAT", for the expression "forty rand (R40)".

Amendment of regulation 4 of the Regulations

5. Subregulation (1) of regulation 4 of the Regulations is hereby amended by the substitution of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand (R40)".

Amendment of heading of ANNEXURE A of the Regulations

6. The heading of Annexure A of the Regulations is hereby amended by the substitution of the expression "PUPIL NURSING AUXILIARY" for the expression "PUPIL NURSING ASSISTANT".

Commencement of regulations

7. These regulations shall come into operation on the date of publication in the *Gazette*.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE ROLLE VIR LEERLINGVERPLEEGASSISTENTE:
WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 1833 van 20 Oktober 1972, soos gewysig by Goewermentskennisgewings Nos. R. 1649 van 20 September 1974, R. 2211 van 31 Oktober 1980, R. 819 van 30 April 1982 en R. 1128 van 23 September 1999.

Algemene wysigings

2. Die Regulasies word hierby gewysig deur die uitdrukking "leerlingverpleegassistent" deur die uitdrukking "leerlingverpleeghulp" te vervang waar ook al dit voorkom.
3. Die Regulasies word hierby gewysig deur die uitdrukking "leerlingverpleegassistent" deur die uitdrukking "leerlingverpleeghulp" te vervang waar ook al dit voorkom.

Wysiging van regulasie 2 van die Regulasies

4. Subregulasie (1) van regulasie 2 van die Regulasies word hierby gewysig deur die uitdrukking "veertig rand (R40)" deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Wysiging van regulasie 4 van die Regulasies

4. Subregulasie (1) van regulasie 4 van die Regulasies word hierby gewysig deur die uitdrukking "veertig rand (R40)" deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Wysiging van opskrif van BYLAE A van die Regulasies

5. Die opskrif van BYLAE A van die Regulasies word hierby gewysig deur die uitdrukking "LEERLINGVERPLEEGASSISTENT" deur die uitdrukking "LEERLINGVERPLEEGHULP" te vervang.

Inwerkingtreëding van hierdie regulasies

6. Hierdie regulasies tree in werking op die datum van publikasie in die Staatskoerant.


M E TSHABALALA-MSIMANG
MINISTER VAN GESONDHEID

29.6.2005

No. R. 706

22 July 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS RELATING TO EXAMINATIONS OF THE SOUTH AFRICAN NURSING
COUNCIL: AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**


1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 7 of 8 January 1993, as amended by Government Notices Nos. R. 2174 of 19 November 1993, R. 16 of 3 January 1997, R. 60 of 17 January 1997 and R. 612 of 6 July 2001.

Amendment of regulation 16 of the Regulations

2. Regulation 16 of the Regulations is hereby amended by the –
 - (a) substitution in paragraph (a) of the expression "R100,00, excluding VAT," for the expression "R60,00 plus VAT";
 - (b) substitution in paragraph (b) of the expression "R100,00, excluding VAT," for the expression "R70,00 plus VAT";
 - (c) substitution in paragraph (c) of the expression "R50,00, excluding VAT," for the expression "R15,00 plus VAT"; and
 - (d) substitution in paragraph (e) of the expression "R200,00, excluding VAT," for the expression "R100,00 plus VAT".

Commencement of regulations

3. These regulations shall come into operation three months after the date of publication in the *Gazette*.


M E TSHABALALA-MSIMANG
MINISTER OF HEALTH
29.6.2005

No. R. 706

22 Julie 2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE EKSAMENS VAN DIE SUID-AFRIKAANSE RAAD OP
VERPLEGING: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 7 van 8 Januarie 1993, soos gewysig by Goewermentskennisgewings Nos. R. 2174 van 19 November 1993, R. 16 van 3 Januarie 1997, R. 60 van 17 Januarie 1997 en R. 612 van 6 Julie 2001.

Wysiging van regulasie 16 van die Regulasies

2. Regulasie 16 van die Regulasies word hierby gewysig deur –
 - (a) die uitdrukking "R60,00 plus BTW per" in paragraaf (a) deur die uitdrukking "R100,00, BTW uitgesluit, per" te vervang;
 - (b) die uitdrukking "R70,00 plus BTW per" in paragraaf (b) deur die uitdrukking "R100,00, BTW uitgesluit, per" te vervang; en
 - (c) die uitdrukking "R15,00 plus BTW wat" in paragraaf (c) deur die uitdrukking "R50,00, BTW uitgesluit, wat" te vervang.
 - (d) die uitdrukking "R100,00 plus BTW by" in paragraaf (e) deur die uitdrukking "R200,00, BTW uitgesluit, by" te vervang.

Inwerkingtreding van hierdie regulasies

3. Hierdie regulasies tree in werking op die datum van publikasie in die *Staatskoerant*.



M E TSHABALALA-MSIMANG

MINISTER VAN GESONDHEID

29.6.2005

No. R. 707

22 July 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS REGARDING ROLLS FOR PUPILS: AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 3736 of 14 November 1969, as amended by Government Notices Nos. R.170 of 12 February 1971, R.1207 of 7 July 1972, R.1648 of 20 September 1974, R. 2210 of 31 October 1980, R. 818 of 30 April 1982 and R.1131 of 23 September 1999.

Amendment of regulation 2 of the Regulations

2. Subregulation (1) of regulation 2 of the Regulations is hereby amended by the substitution of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand (R40)".

Amendment of regulation 4 of the Regulations

3. Subregulation (1) of regulation 4 of the Regulations is hereby amended by the substitution of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand (R40)".

Commencement of regulations

4. These regulations shall come into operation on the date of publication in the *Gazette*.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

No. R. 707

22 Julie 2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE ROLLE VIR LEERLINGE: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 3736 van 14 November 1969, soos gewysig by Goewermentskennisgewings Nos. R. 170 van 12 Februarie 1971, R. 1207 van 7 Julie 1972, R. 1648 van 20 September 1974, R. 2210 van 31 Oktober 1980, R. 818 van 30 April 1982 en R. 1131 van 23 September 1999.

Wysiging van subregulasie (1) van regulasie 2 van die Regulasies

2. Subregulasie (1) van regulasie 2 van die Regulasies word hierby gewysig deur die uitdrukking "veertig rand (R40)" deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Wysiging van subregulasie (1) van regulasie 4 van die Regulasies

3. Subregulasie (1) van regulasie 4 van die Regulasies word hierby gewysig deur die uitdrukking "veertig rand (R40)" deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Inwerkingtreding van hierdie regulasies

4. Hierdie regulasies is tree in werking op die datum van publikasie in die *Staatskoerant*.



M E TSHABALALA-MSIMANG

MINISTER VAN GESONDHEID

29.6.2005

No. R. 708

22 July 2005

NURSING ACT, 1978 (ACT NO. 50 OF 1978)**REGULATIONS REGARDING REGISTERS FOR STUDENTS: AMENDMENT**

The Minister of Health has, in terms of section 45(1) of the Nursing Act, 1978 (Act No. 50 of 1978), on the recommendation of the South African Nursing Council, made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 3735 of 14 November 1969, as amended by Government Notices Nos. R. 171 of 12 February 1971, R. 1204 of 7 July 1972, R. 1647 of 20 September 1974, R. 2207 of 31 October 1980, R. 53 of 15 January 1988 and R. 1130 of 23 September 1999.

Amendment of regulation 2 of the Regulations

2. Regulation 2 of the Regulations is hereby amended by the –
 - (a) substitution in paragraph (c) of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand"; and
 - (b) substitution in paragraph (d) of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand (R40)".

Amendment of regulation 4 of the Regulations

3. Subregulation (1) of regulation 4 of the Regulations is hereby amended by the substitution of the expression "seventy-five rand (R75,00), excluding VAT" for the expression "forty rand (R40)".

Commencement of regulations

4. These regulations shall come into operation on the date of publication in the *Gazette*.



M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

29.6.2005

No. R. 708

22 Julie 2005

WET OP VERPLEGING, 1978 (WET NO. 50 VAN 1978)**REGULASIES BETREFFENDE REGISTERS VIR STUDENTE: WYSIGING**

Die Minister van Gesondheid het, kragtens artikel 45(1) van die Wet op Verpleging, 1978 (Wet No. 50 van 1978), op aanbeveling van die Suid-Afrikaanse Raad op Verpleging, die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 3735 van 14 November 1969, soos gewysig by Goewermentskennisgewings Nos. R. 171 van 12 Februarie 1971, R. 1204 van 7 Julie 1972, R. 1647 van 20 September 1974, R. 2207 van 31 Oktober 1980, R. 53 van 15 Januarie 1988 en R. 1130 van 23 September 1999.

Wysiging van regulasie 2 van die Regulasies

2. Subregulasie (1) van regulasie 2 van die Regulasies word hierby gewysig deur —
 - (a) die uitdrukking "veertig rand" in paragraaf (c) deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang; en
 - (b) die uitdrukking "veertig rand (R40)" in paragraaf (d) deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Wysiging van regulasie 4 van die Regulasies

3. Subregulasie (1) van regulasie 4 van die Regulasies word hierby gewysig deur die uitdrukking "veertig rand (R40)" deur die uitdrukking "vyf-en-sewentig rand (R75,00), BTW uitgesluit" te vervang.

Inwerkingtreding van hierdie regulasies

4. Hierdie regulasies tree in werking op die datum van publikasie in die *Staatskoerant*.


M E TSHABALALA-MSIMANG
MINISTER VAN GESONDHEID
29.6.2005

No. R. 722

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

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

SCHEDULE

1. In these regulations "the Regulations" means the regulations published under Government Notice No. R. 246 of 11 February 1994, as amended by Government Notice No. R. 1448 of 26 August 1994, Government Notice No. R. 494 of 8 June 2001, Government Notice No. R. 525 of 3 May 2002 and Government Notice No. R. 247 of 24 March 2005.

Amendment of the Schedule of the Regulations

2. Regulation 1 of the Regulations is hereby amended by the insertion of the following definitions in the correct alphabetical order:

"peaches only" means peaches only and excludes nectarines; and

"peas (whole)" means unshelled peas.

Amendment of the Annex to the Regulations

3. The Annex to the Regulations is hereby amended by the insertion of the following particulars in the correct alphabetical order:

I Chemical Substance	II Foodstuff	III MRL (mg/kg)
Abamectin.....	Plums.....	0.01
Acetamiprid.....	Barley, wheat, oats.....	0.05
	Canola.....	0.02
Alpha-cypermethrin (alpha-cypermethrin, sum of isomers)	Macadamia nuts, Sugar cane...	0.05
Azoxystrobin.....	Broccoli, cauliflower.....	0.20
	Brussels sprouts.....	0.05
	Cabbage.....	0.01
	Mangoes.....	0.10
	Tomatoes.....	0.50
Benthiavalicarb-isopropyl (sum of benthiavalicarb-isopropyl and its stereo isomer KIF-2305-L	Potatoes.....	0.01 ¹
Beta-cyfluthrin	Macadamia nuts.....	0.02
Bifenthrin.....	Mealies (green)	0.05 ¹
Boscalid (boscalid).....	Grapes.....	5.00
Carbendazim.....	Oats.....	0.10
Chlorpyrifos.....	Mangoes.....	0.01
Cyhalothrin.....	Beans (green), beans (dry), sorghum, wheat.....	0.20
	Cotton seed, cruciferae, groundnuts, potatoes, tomatoes..	0.05
	Macadamia nuts, mealies (green), onions, peas.....	0.01
Dichlorophen.....	Tomatoes.....	0.50
Diflubenzuron.....	Potatoes.....	0.01
Dimethomorph.....	Potatoes.....	0.01

¹ Limit of Detection

I Chemical Substance	II Foodstuff	III MRL (mg/kg)
chloride.....	Mangoes.....	5.00
Diquat.....	Potatoes.....	0.05
Emamectin (sum of the metabolites emamectin B _{1a} MF and FA; emamectin B _{1a} and B _{1b} benzoate and emamectin delta 8,9-Z isomer).....	Tomatoes.....	0.01
Epoxiconazole.....	Mealies (green).....	0.01
Ethoprophos	Potatoes.....	0.01
Fipronil.....	Broccoli..... Cabbage, cauliflower.....	0.05 0.01
Fluroxypyr ²	Fat, meat, milk..... Kidney.....	0.10 0.50
Flusilazole.....	Mealies (green).....	0.01
Flutriafol.....	Soy Beans.....	0.10
Folpet.....	Tomatoes.....	0.50
Furfural	Carrots, potatoes..... Lettuce. Onions Sugar cane.....	1.00 0.50 5.00 2.00
Glyphosate	Maize	2.00
Guazatine.....	Tomatoes.....	2.50
Indoxacarb	Beans, peaches, peas (whole)... Broccoli, brussels sprouts Cauliflower..... Potatoes.....	0.20 1.00 0.05 0.01

² Should fluroxypyr treated fields be grazed or the straw used as fodder, fluroxypyr could be present in organs of the cattle.

I Chemical Substance	II Foodstuff	III MRL (mg/kg)
Iprodione.....	Apricots.....	5.00
Kresoxim-methyl.....	Cucurbits, mangoes.....	0.01
Lufenuron.....	Cabbage.....	0.10
Metalaxyl-m.....	Broccoli.....	0.02
	Brussels sprouts, cauliflower...	0.10
	Cabbage.....	0.05
Methyl-parathion.....	Coffee.....	0.05
Novaluron.....	Apples, pears, cotton seed.....	0.05
	Peaches (canned), tomatoes.....	0.01
Propioconazole.....	Mealies (green).....	0.02
Propyzamide.....	Apples, grapes, pears.....	0.10
	Apricots, cherries, peaches, plums.....	0.02
	Canola.....	0.05
Pyraclostrobin.....	Grapes.....	0.50
Quinoxifen.....	Cucurbits.....	0.50
Spinosad	Apricots, cabbage, cucurbits, guavas, mangoes, olives, pears, plums.....	0.01
	Nectarines only.....	0.50
	Peaches only, peas, beans.....	0.05
Spirodiclofen (spirodiclofen)..<	Citrus.....	0.01
Spiroxamine.....	Barley, wheat ¹	0.05
Tau-fluvalinate.....	Canola.....	0.05
Tebuconazole.....	Soy Beans.....	0.50
...		

I Chemical Substance	II Foodstuff	III MRL (mg/kg)
Tebuconazole..... ...	Soy Beans.....	0.50
Thiacloprid	Peaches.....	0.10
Triadimenol	Soy Beans.....	0.50
Trichlopyr	Citrus.....	0.10
Trifloxystrobin.....	Mealies (green)..... Pears..... Potatoes.....	0.05 0.10 0.02
Zoxamide	Grapes.....	2.00

Spirodiclofen = Afr Spirodiklofen

Epoxiconazole = Afr Epoksikonasool


Dr ME Tshabalala-Msimang, MP
Minister of Health

29.6.2005

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 718**22 July 2005**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (NATAL): EXTENSION OF
AMENDMENT OF MAIN AND PROVIDENT FUND COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Contract Cleaning Industry (Natal), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 1 August 2005, and for the period ending 28 February 2006.

M. M. S. MDLADLANA
Minister of Labour

No. R. 718**22 Julie 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE KONTRAKSKOONMAAKBEDRYF (NATAL): UITBREIDING VAN WYSIGING
VAN HOOF- EN VOORSORGFONDS KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Kontrakskoonmaakbedryf (Natal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 1 Augustus 2005, en vir die tydperk wat op 28 Februarie 2006 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

SCHEDULE

**BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (NATAL):
AMENDMENT OF MAIN AND PROVIDENT FUND COLLECTIVE AGREEMENT**

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

National Contract Cleaners' Association (Kwa-Zulu Natal Branch)

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

BAWU Allied Workers Union (South Africa)

National General Workers' Union (NAGWU)

South African Transport and Allied Workers' Union (SATAWU)

Health & Other Service Personnel Trade Union of SA (HOSPERSA)

and the

Steel, Mining & Commercial Workers Union (STEMCWU)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Bargaining Council for the Contract Cleaning Industry (Natal), to amend the Agreement published under Government Notice No. R. 251 of 26 February 1999, as amended, extended and re-enacted by Government Notices R. 48 of 28 January 2000, R. 180 of 25 February 2000, R. 392 of 18 May 2001, R. 241 of 1 March 2002, R. 1053 of 1 August 2003, R. 250 of 27 February 2004 and R. 1083 of 17 September 2004.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Contract Cleaning Industry in the Province of Natal as it existed immediately prior to the date of commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993)—

- (a) by all employers who are members of the employers' organization and by all employees who are members of the trade unions; and
- (b) by all employers and employees, other than those referred to in paragraph (a), who are engaged in the Contract Cleaning Industry in the area specified.

- (2) The provisions of this Agreement do not apply to non-parties in respect of clauses 1 (1) (a), 2, 3 and 7.

2. PERIOD OF OPERATION OF AGREEMENT

1. This Agreement shall come into operation from the first day of the month following the date of promulgation and shall remain in force until 28 February 2006;

2. the parties agree to abide by clause 10.4 of the Council constitution which reads as follows:

"The parties agree that any agreement reached between them shall not be legally binding on any parties concerned unless such agreement has been reduced to writing, has been signed by all the parties, promulgated and extended to non-parties by way of the *Government Gazette*."

3. SPECIAL PROVISIONS

The provisions of clauses 6, 11.3, 17.2 and 19 of the Agreement published under Government Notice No. R. 251 of 26 February 1999 as amended, extended and re-enacted by Government Notices Nos. R. 48 of 28 January 2000, R. 180 of 25 February 2000, R. 392 of 18 May 2001, R. 241 of 1 March 2002, R. 1053 of 1 August 2003, R. 250 of 27 February 2004 and R. 1083 of 17 September 2004 (hereinafter referred to as the "Former Agreement") as further re-enacted, extended and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions of clauses 3 to 5, 7 to 11.2, 11.4 to 16, 17.1, 18 and 20 to 32 of the former agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

Add the following definition:

"**probationary period**" means a maximum period of 4 (four) months in which time an employee will be considered a temporary employee.

6. CLAUSE 4: REMUNERATION

Substitute the following for clause 4 (1):

"4.1 An employee shall pay his employees for ordinary hours worked in the regions concerned at the following rates:

1. Magisterial districts of Durban, Pinetown, Inanda and Chatsworth: R7,71 per hour (or part thereof), calculated on a pro rata basis for all employees.
2. The rest of Natal: R6,61 per hour (or part thereof) calculated on a pro rata basis for all employees."

CLAUSE 4: REMUNERATION

Substitute the following for clause 4 (5):

"4.5 An annual incentive bonus will be paid, to all cleaners in employment on 1 December, in the month of December each year. The annual incentive bonus will be as follows:

- (a) An amount equivalent to four times the cleaner's weekly wage as at 30 November;
- (b) the annual incentive bonus will be pro rata calculated on the number of full calendar months service divided by 12 and multiplied by four times his weekly wage as at 30 November."

7. CLAUSE 17: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause 17.1 (a):

"17.1 (a) deduct from monthly wage of the employee concerned, the subscription payable by such employee to any trade union for as long as the trade union is allocated a representative on the Council in terms of 6.1.1 of the Constitution;"

8. CLAUSE 18: COUNCIL FUNDING

Substitute the following for subclause 18.2 (a):

"18.2 (a) shall deduct an amount of R4,75 from the monthly wage of each of his employees (other than casual employees);"

9. CLAUSE 20: TERMINATION OF EMPLOYMENT

Add subclause 20.1 (b) (iii):

"20.1 (b) (iii) Not less than one week's notice shall be given to an employee whilst on probation, as defined, for the period of employment between four weeks as in (i) above and six months."

10. CLAUSE 23: COUNCIL REGISTRATION BY EMPLOYERS

Substitute the following for subclause 23.1 (b):

- (b) Applications for such registration shall indicate the particulars covered in paragraph (c) hereafter, and shall be effected in writing, signed by the employer concerned and forwarded by such employer to:

The Secretary of the Council
P.O. Box 47435
GREYVILLE
4023

11. CLAUSE 30: PROVIDENT FUND

Substitute the following for subclause 30.5 (a):

- (a) Every member shall contribute 7% of his monthly wage to the fund.

Signed at Durban on the 15th December 2004.

P. JUDKINS

For the National Contract Cleaners Association (KwaZulu-Natal Branch)

W. MSIBI

For BAWU

V. MHLONGO

For NAGEWU

S. NTSHAKAHA

For SATAWU

M. ZUMA

For HOSPERSA

N. MTSHALI

For STEMCWU

E. I. WILLIAMS

As witness: Secretary of the Bargaining Council

No. R. 719

22 July 2005

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry 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 25 July 2005, and for the period ending 28 February 2006.

M.M.S MDLADLANA

Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

MAIN COLLECTIVE AGREEMENT

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

Road Freight Employer's Association

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

Africa Miner's and Allied Workers' Union

Motor Transport Workers' Union (South Africa)

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union

and

Transport and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the National Bargaining Council for the Road Freight Industry, to amend the agreement published under Government Notice Nos. R. 493 and R. 494 of 30 April 2004, as amended and extended by Government Notices No. R. 641 of 28 May 2004, R. 769 of 25 June 2004, R. 173 of 25 February 2005 and R. 496 and R. 497 of 27 May 2005.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight Industry—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the A Area, which consists of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan, which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively) fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Kugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Meadows 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and
- (c) In the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (b).

(2) Notwithstanding the provisions of subclause (1), this Agreement shall apply only to employees for whom minimum wages are prescribed herein and to the employers of such employees.

(3) Notwithstanding the provisions of subclause (2), this Agreement shall not apply to an owner-driver, as defined, who possesses only one motor vehicle and who is the permanent driver of such vehicle, or to the employees employed by him, except insofar as clauses 3 and 5 (4) are applicable.

(4) (a) The provisions of clauses 1 (1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement, unless the Minister of Labour has declared the Agreement binding on such employers and employees in terms of section 32 (2) of the Labour Relations Act, 1995; and

(b) The provisions of clauses 41, 45 (1), 49 and 50 (3) of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

1A. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2006.

AGREEMENT**1. CLAUSE 7: WAGES**

(1) Substitute the following for subclause (1) (a):

- "(1) For the period until 28 January 2006, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the undermentioned grades of his employees, shall be as follows: However in respect of grade 6 employees, the minimum wage and across-the-board increase will only be applicable from the date of coming into operation of this Agreement."

(2) Substitute the following for grade 6 in subclause (1) (a):

"(a) Weekly wages:

Category code	Class	Grade	Patterson Grade	Minimum wage p.w	Across-the-board increase p.w.	Interim allowance: Minimum wage (5) (i) (a)	Interim allowance: Wage above minimum (5) (i) (b)
41	Security Officer, III....	6	B3	R 966,00	7%	R31,60 p.w.	3,5% p.w.
40	Security Officer, II.....		B3	R1 057,83	7%	R34,60 p.w.	3,5% p.w.
39	Security Officer, I.....		B4	R1 057,83	7%	R34,60 p.w.	3,5% p.w.

(2) Insert the following new subclause 5 (ii):

"(ii) employees categories in grade 6, including a part-time, relief and temporary employee who were in the employ of an employer on the date of coming into operation of this Agreement, shall, in addition to the wage payable for a pay period, be paid for each hour or part thereof worked, an interim allowance of 3,5% of the wage payable prior to the coming into operation of this agreement, for that pay period".

(3) Substitute the following for subclause (6):

"(6) The interim allowance is only payable for the period from the dates of inception in subclause (i) and (ii) above, until the 28 February 2006 when the payment shall cease. No interim allowance will be payable to any employee categorised in Grades 1–5, engaged on or after the 1 June 2005 or any employee categorised in Grade 6 if engaged on or after the date of coming into operation of this Agreement."

2. CLAUSE 21: HOLIDAY PAY BONUS FUND

(1) Substitute the following for grade 6 in subclause (1) (a):

Grade	Class	Contribution
6	Security Officer, III.....	R348,60
	Security Officer, II.....	R381,70
	Security Officer, I.....	R381,70

Signed at Johannesburg, for and behalf of the parties to the Council, this 27th day of May 2005.

G. F. VAN NIEKERK

Chairman of the Council

J. J. DUBE

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 719

22 Julie 2005

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN WYSIGING VAN HOOF 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 hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid 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 25 Julie 2005, en vir die tydperk wat op 28 Februarie 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID****HOOF KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers Association

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

Africa Miners' and Allied Workers' Union**Motor Transport Workers' Union (South Africa)****Professional Transport Workers' of South Africa****South African Transport and Allied Workers' Union**

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem, aan die ander kant, wat die partye is by die Nasionale Bedingsraad vir die Padvragnywerheid ter wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing Nos. R. 493 en R. 494 van 30 April 2004, soos gewysig en verleng by Goewermmentskennisgewings R. 641 van 28 Mei 2004, R. 769 van 25 Junie 2004, R. 173 van 25 Februarie 2005 en R. 496 en R. 497 van 27 Mei 2005.

1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms moet in die Padvragnywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is en wat onderskeidelik daarin betrokke en werksaam is;
- (b) in die A-gebied, wat bestaan uit die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermmentskennisgewing No. R. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het en uitgesonderd daardie gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermmentskennisgewings Nos. R. 498 en R. 871 van onderskeidelik 1 April 1966 en 26 Mei 1972) binne die landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd daardie gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermmentskennisgewings Nos. R. 556 en R. 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van daardie Gedeeltes van die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermmentskennisgewings Nos. R. 1105 en R. 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd daardie gedeelte van die landdrosdistrik Oberholzer wat voor die publikasie van Goewermmentskennisgewing No. R. 1745 van 1 September 1978 binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. R. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermmentskennisgewing No. R. 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; en
- (c) in die B-Gebied, wat bestaan uit die res van die Republiek van Suid-Afrika, uitgesonderd die landdrosdistrikte in paragraaf (b) vermeld.

(2) Ondanks die bepalings van subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone daarin voorgeskryf word en op die werkgewers van sodanige werknemers.

(3) Ondanks die bepalings van subklousule (2), is hierdie Ooreenkoms nie van toepassing nie op 'n eienaar-drywer, soos omskryf, wat slegs een motorvoertuig besit en wat die permanente drywer is van sodanige voertuig, of op die werknemers in sy diens, behalwe vir sover klousules 3 en 5 (4) van toepassing is.

(4) (a) Die bepalings van klousules 1 (1) (a) en 1A van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede is van onderskeidelik die werkgewersorganisasie en die vakbonde wat hierdie Ooreenkoms aangegaan het nie, tensy die Minister van Arbeid die Ooreenkoms ingevolge artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, op sodanige werkgewers en werknemers bindend verklaar het; en

(b) die bepalings van klousules 41, 45 (1), 49 en 50 (3) van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede is van onderskeidelik die werkgewersorganisasie en die vakbonde wat hierdie Ooreenkoms aangegaan het nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2006.

OOREENKOMS

1. KLOUSULE 7: LONE

(1) Vervang subklousule (1) (a) met die volgende:

“(1) Vir die tydperk tot 28 Februarie 2006, moet die minimum skaal waarteen lone ten opsigte van gewone werkure deur 'n werkgewer aan elkeen van die ondervermelde klasse van sy werknemers betaal word, soos volg wees: Alhoewel ten opsigte van graad 6 werknemers, die minimum loon en deur-die-bank verhoging sal slegs van toepassing wees vanaf die datum van inwerkingtreding van hierdie ooreenkoms.”

(2) Vervang die volgende vir graad 6 in subklousule (1) (a):

“(a) Weeklone:

Kategorie kode	Klas	Graad	Patter-son Graad	Minimum loon p.w.	Deur-die bank verhoging p.w.	Tussen-tydse toelaag: Minimum loon (5) (i) (a)	Tussen-tydse toelaag: Minimum loon (5) (i) (b)
41	Veiligheidsbeampte graad III.....	6	B3	R 966,00	7%	R31,60 p.w.	3,5% p.w.
40	Veiligheidsbeampte graad II.....		B3	R1 057,83	7%	R31,60 p.w.	3,5% p.w.
39	Veiligheidsbeampte graad I.....		B4	R1 057,83	7%	R31,60 p.w.	3,5% p.w.

(2) Voeg die volgende nuwe subklousule 5 (ii) in:

“(ii) werknemers in klas 6, ingesluit 'n deeltydse werknemer, 'n aflos en tydelike werknemer wat in diens was van 'n werkgewer op die datum van inwerkingtreding van hierdie ooreenkoms, sal, bykomend tot die loon betaalbaar vir 'n betaal periode, betaal word vir elke uur of gedeelte daarvan 'n tussentydse toelaag van 3,5% van die loon betaalbaar voor die inwerkingtreding van die ooreenkoms, vir daardie betaal periode”.

(3) Vervang die volgende vir subklousule (6):

“(6) Die tussentydse toelaag is slegs betaalbaar sodra die wysigings t.o.v. subklousule (i) en (ii) hierbo in werking tree, en sal slegs van toepassing wees tot die 28 Februarie 2006 wanneer die betaling sal verval. Geen tussentydse toelaag sal betaalbaar wees aan enige werknemer soos voorgeskryf in Klas 6, wat op of na die datum van inwerkingtreding van hierdie ooreenkoms in diens geneem word nie.”

2. KLOUSULE 21. VAKANSIESOLDYBONUSFONDS

(1) Vervang sub-klousule (1) (a) met die volgende:

Graad	Klas	Bydrae
6	Veiligheidsbeampte III.....	R348,60
	Veiligheidsbeampte II.....	R381,70
	Veiligheidsbeampte, I.....	R381,70

Vir en namens die partye by die Raad, op hede die 27ste dag van Mei 2005 te Johannesburg onderteken.

G.F. VAN NIEKERK

Voorsitter van die Raad

J.J. DUBE

Ondervoorsitter van die Raad

B.S.E. GRATZ

Sekretaris van die Raad

No. R. 723**22 July 2005**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL—KWAZULU-NATAL: MAIN 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. 357 of 5 April 2002, R. 1533 of 13 December 2002, R. 851 of 23 July 2004 and R. 29 of 21 January 2005 with effect from 25 July 2005.

M.M.S. MDLADLANA

Minister of Labour

No. R. 723**22 Julie 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

HAARKAPPERS EN KOSMETOLOGIE BEDINGINGSRAAD—KWAZULU-NATAL: KOLLEKTIEWE HOOFOOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 357 van 5 April 2002, R. 1533 van 13 Desember 2002, R. 851 van 23 Julie 2004 en R. 29 van 21 Januarie 2005 in, met ingang van 25 Julie 2005.

M.M.S. MDLADLANA

Minister van Arbeid

No. R. 724**22 July 2005**

LABOUR RELATIONS ACT, 1995

**HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL—KWAZULU-NATAL:
EXTENSION TO NON-PARTIES OF MAIN 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 Hairdressing and Cosmetology Bargaining Council, KwaZulu-Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 25 July 2005, and for the period ending 31 July 2006.

M.M.S. MDLADLANA

Minister of Labour

No. R. 724**22 Julie 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPERS EN KOSMETOLOGIE BEDINGINGSRAAD—KWAZULU-NATAL: UITBREIDING NA
NIE-PARTYE VAN KOLLEKTIEWE HOOFOOREENKOMS**

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 Haarkappers en Kosmetologie Bedingingsraad, KwaZulu-Natal, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid, met ingang van 25 Julie 2005, en vir die tydperk wat op 31 Julie 2006 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

SCHEDULE**HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL—KWAZULU-NATAL****COLLECTIVE AGREEMENT**

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

Employers' Organisation for Hairdressing, Cosmetology and Beauty

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

and the

United Association of South Africa (Personal Care Sector—KZN)

(hereinafter referred to as the "employees" or "trade union"), of the other part,

being the parties to the

Hairdressing and Cosmetology Bargaining Council**("the Council")**

in Hairdressing and Cosmetology Services ("the Industry") to establish a main agreement to regulate the terms and conditions of employment in the Industry.

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1. SCOPE OF APPLICATION OF AGREEMENT

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

2. PERIOD OF OPERATION OF AGREEMENT

- (1) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, and shall remain in force until 31 July 2006.
- (2) Notwithstanding the provisions of clause (2) (1) above, parties may negotiate and agree to amend the agreement annually, such amendment(s) shall form part of the collective agreement.

3. INDUSTRIAL ACTION

- (1) No person bound by the provisions of this collective Agreement entered into by the parties shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for the duration thereof.
- (2) Agency shop provisions:
 - (1) Employee organisation
 - (a) Every employer who is not a member of the employer's organisation shall deduct weekly or monthly as the case may be, from the wages of his/her employee, the agency fee equivalent to the trade union subscription fee of R45 per month; and shall forward the amount thus deducted to the Secretary of the Council, Suite 701 Berea Centre, 249 Berea Road, Durban, no later than the 7th day of the month following the month in which the deductions were made.
 - (b) Employees who are not members of the representative trade union are not compelled to become members of the union.
 - (c) The 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—
 - (i) pay all agency fees received to the trade union; and
 - (ii) the trade union shall deposit all the levies received into a separate account administered by the trade union.
 - (d) The monies held in the separate account may be used only for expenditure incurred by the trade union relating to collective bargaining or dispute resolution in the Industry and may not be—
 - (i) paid to a political party as an affiliation fee; or
 - (ii) contributed in cash or kind to a political party or a person standing for election to any political office;

- (iii) used for any expenditure that does not advance or protect the socio-economic interest of employees.
- (e) The trade union shall arrange for an annual audit of the separate account within six months after the end of its financial year by an auditor who shall—
 - (i) conduct the audit in accordance with generally accepted auditing standards;
 - (ii) report in writing to the trade union, and in this report expressed 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 2 (1) (d).
- (f) The trade union shall submit to the council, within 30 days of receipt of the auditor's report referred to in subclause 2 (1) (e) (ii) a certified copy of that report.
- (g) Any person may inspect the auditor's report submitted to the Council in terms of subclause 2 (1) (e) (ii) at the Council's offices, Suite 701, Berea Centre, 249 Berea Road, Durban.
- (h) The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- (i) A conscientious objector may request the employer to pay the amounts deducted from that employee's wages, into a fund administered by the Department of Labour.
- (j) Any dispute about the application or interpretation of the provisions of this clause shall be resolved in terms of section 24 (6) of the Labour Relations Act. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in the Collective Agreement.

(2) Employers' organisation

- (a) Every employer who is not a member of the employers' organisation party to the Council, shall pay a monthly Bargaining Council levy of R150 which is equivalent to the monthly subscription of the employers' organisation.
- (b) Every employer shall pay the monthly bargaining levy to the Secretary of the Bargaining Council, Suite 701, Berea Centre, 249 Berea Road, Durban.
- (c) The Council shall thereafter prepare an analysis of all amounts received from 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; the percentage will be determined and agreed upon from time to time by the parties to the Council.
- (d) The 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—
 - (i) pay all bargaining levies received to the employers' organisation; and
 - (ii) the employers' organisation shall deposit all the levies received into a separate account administered by the employers' organisation.
- (e) The monies held in the separate account may be used only for expenditure incurred by the employers' organisation relating to collective bargaining or dispute resolution in the Industry and may not be—
 - (i) paid to a political party as an affiliation fee; or
 - (ii) contributed in cash or kind to a political party or a person standing for election to any political office; or
 - (iii) used for any expenditure that does not advance or protect the socio-economic interests of employers.
- (f) The employers' organisation shall arrange for an annual audit of the separate account within six months at the end of its financial year by an auditor who shall—
 - (i) conduct the audit in accordance with generally accepted auditing standards;
 - (ii) report in writing to the employers' organisation, and in this report express an opinion as to whether or not the employers' organisation has complied with the provisions of its constitution relating to financial matters and the provisions of subclause 2 (2) (e).
- (g) The employers' organisation shall submit to the Council, within 30 days of receipt of the auditor's report referred to in subclause 2 (2) (f) (ii), a certified copy of that report.
- (h) Any person may inspect the auditor's report submitted to the Council in terms of subclause 2 (2) (g) at the Council's offices, Suite 701, Berea Centre, 249 Berea Road, Durban.
- (i) The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.

- (j) Employers who are not members of the employers' organisation party to the Council are not compelled to become members of that organisation.
- (k) Any dispute about the application or interpretation of the provisions of this clause shall be resolved in terms of section 24 (6) of the Labour Relations Act. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in the Collective Agreement.

4. DEFINITIONS

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

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

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

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

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

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

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

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

"ETQA" means the Education and Training Quality Authority;

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

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

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

"learner" means any employee serving under a written contract of learnership, registered or deemed to be registered by Services Seta—Personal Care Chamber or its successors in name or title under the Skills Development Act, Act No. 97 of 1998, and includes a minor employed on probation in terms of the said Act;

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

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

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

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

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

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

"prescribed wage" means the amount of money payable or paid to an employee in terms of clause 13 in respect of the ordinary hours of work specified in clause 14 (1): Provided that where an employer regularly pays an employee in respect of the hours of work prescribed in clause 14, an amount higher than that so prescribed, it means such higher amount; and for the purpose of this definition, "regularly" means two consecutive payments: Provided further that—

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

"qualified hairdresser" means a person who—

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

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

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

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

"secretary" means the Secretary of the Council;

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

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

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

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

5. DEFINITION OF INDUSTRY

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

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

6. LEVELS OF BARGAINING

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

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

7. REGISTRATION OF EMPLOYERS

- (1) Every employer in the Industry to whom this Agreement applies shall ensure that he or she is registered with the Council.
- (2) The employer may not be a disqualified person and no disqualified person may own or operate a salon which employs employees. For the purpose of this clause a disqualified person is any person who—
 - (a) is or was a partner in a partnership;
 - (b) is or was a member or former member of a close corporation;
 - (c) is or was a shareholder or director of a company;
 - (d) is or was a close corporation or a company;and who at the time of the application for registration referred to in subclause (1) above—
 - (i) owes any sum to any employee or former employee in the Industry in respect of wages, and/or other moneys which remain unpaid in contravention of this Agreement or any former industrial agreement; and/or
 - (ii) owes any sum of money to the Council in contravention of any obligation under any of the Council's collective agreements or former industrial agreements.
- (3) An employer shall register with the Council by furnishing the required particulars to the Council on the form specified in Annexure B, and shall provide to the Council the full name of each employee, the capacity in which such employee is employed and the wages paid to such employee.
- (4) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of the date upon which such change took effect.
- (5) A certificate of registration signed by the Secretary of the Council as specified in Annexure C shall be issued to each registered employer.
- (6) An employer who does pay to the Council the levies and contributions payable by him and his employees each month on the due date as specified in this Agreement, shall pay interest to the Council at the prime rate charged by the Council's bank, calculated from the due date to the date of payment.
- (7) An employer shall keep employee records as specified by section 31 of the Basic Conditions of Employment Act (Act No. 75 of 1995).
- (8) Every employer entering the Industry shall pay a deposit of R300 to the Council on registration with the Council.
- (9) The amounts paid to the Council in terms of this clause, shall be deposited in a separate account and may be invested by the Council in fixed deposits or savings accounts with any financial institution.
- (10) Any interest derived from such investment shall accrue to the general funds of the Council.
- (11) In the case of insolvency or of the Council contributions of an employer being in arrears, the deposit referred to in subclause (8) shall be deemed to be forfeited.
- (12) Notwithstanding the provisions of subclause (6) of this Agreement, in the event of an employer's Council contributions being consistently in arrears, and the said deposit paid in terms of subclause (8) having been forfeited, the deposit in compliance with subclause (8) shall be R500.
- (13) Upon the closure or sale off the business, and provided all outstanding moneys have been paid, the employer may reclaim from the Council the deposit paid to the Council 30 days after the business has been closed or sold.
- (14) Interest: Should any amount due in terms of this clause not be received by the Council by the seventh day of the month following the month in respect of which it is payable, the employer shall pay interest to the Council at the prime rate charged by the Council's bank, calculated from the due date to the date of payment: Provided that the Council shall be entitled in its absolute discretion to waive the payment or such interest or part thereof.
- (15) For the purpose of this clause, the term "employer" shall apply to labour brokers or personnel agencies who employ hairdressing staff on behalf of salons.

8. REGISTRATION OF A HAIRDRESSER

- (1) Every hairdresser shall apply to the Council for a certificate to practise hairdressing in the form specified in Annexure D and shall pay a levy of R50 for such application.
- (2) No employer and no employee may perform any act contemplated by the definition of hairdressing unless and until a certificate to practise hairdressing in the form specified in Annexure E has been issued to him or her.
- (3) It shall not be necessary for any person doing the work of an apprentice, a general assistant or a trainee to apply for a certificate to practise hairdressing.
- (4) If the Council is satisfied that the applicant is a qualified hairdresser and complies with the requirements of this Agreement, it shall issue a certificate to practise hairdressing in the form specified in Annexure E. In the case of a non-working employer the certificate shall be endorsed NWE in place of the code referred to in subclause (8).
- (5) A certificate to practise hairdressing may be issued only to someone who is qualified hairdresser.

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

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

(8) On every certificate to practise issued by the Council one of these codes shall be endorsed, each with the meaning assigned to it, namely—

QET means that the holder of the certificate is a person who completed a contract of apprenticeship before 1 January 1994;

COTT means that the holder of the certificate is a person who holds a Trade Test certificate issued by the Centre of Trade Tests;

QA means that the holder of the certificate is a person who holds any qualification which the Council, in consultation with the Education and Training Quality Authority, may recognise as a qualification, whether obtained in the Republic of South Africa or not;

MC means that the holder of the certificate is a person who is the holder of a Masters certificate of the Employers' Association, or any division thereof;

CQ means that the holder of the certificate is a person who holds a certificate of competency in hairdressing or one of its branches, issued by the Bargaining Council before the coming into force of this Agreement;

QBE means that the Council has exempted the holder of the certificate from the requirement of obtaining any qualifications referred to in clause 4.

9. CONTROL OF PREMISES

(1) In the interest of job creation and maintenance any employer who owns or operates a salon may lease or sublet any part of the premises in which the business of the salon is carried on to, or share those premises with, any person associated with hairdressing, including someone who is a hairdresser or cosmetologist: Provided that before any such contract and/or arrangement is entered into, whatever the nature may be, regarding the subletting—

- (a) the sublessor shall provide proof to the sublessee that clauses 7 and 8 of this Agreement; and any other statute, provincial ordinance or municipal by-law, have been complied with;
- (b) in compliance with clause 11 every employee shall have a letter of appointment, *mutatis mutandis*, identifying his employer;
- (c) in the event of non-compliance in terms of subclause (a) the lessee shall be deemed to be the employer of every person working in the establishment;
- (d) the sharing of resources in terms of labour shall not be permitted under any circumstances.

(2) No employer may for gain conduct the business of a training institution, whether or not it is accredited as a training institution by the Education and Training Quality Authority, from a salon during the hours when the salon is open to the public.

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

10. LEARNERSHIP CONTRACTS

(1) No employer may employ any person as a learner hairdresser except under a learnership contract which has been approved by the Council and in the manner prescribed in Annexure F.

(2) A learnership contract shall be—

- (a) in writing and signed personally by the learner and by or on behalf of the employer;
- (b) concluded within 3 months from the due date of commencement of employment, and shall be sent to the Secretary of the Council for registration within 14 days from the date of its conclusion.

(3) An employer shall be forbidden to accept a reward for the training of any person as a hairdresser, except as authorised by the Council.

(4) The learnership contract shall be governed by the provisions of this Agreement and by the Skills Development Act, No. 97 of 1998.

(5) The employer shall be obliged to ensure that the learner is provided with the training set out in the said training schedule.

(6) The employer shall be obliged to give the learner time off to attend the courses that such learner would be obliged to undergo at a training institution. The provisions of the Conditions of Learnership relating to time off on full pay for attending such courses, shall apply to a learner with the changes required by the context.

(7) The Council shall have the same rights in regard to transfer and termination of a learnership contract with regard to a learner, with the changes required by the context.

11. SECURITY OF EMPLOYMENT

- (1) No employer may employ any employee as a hairdresser or cosmetologist other than as permitted by this Agreement.
- (2) The only services rendered by—
 - (a) a cosmetologist shall be those contemplated by the definition of cosmetology;
 - (b) a general assistant shall be those referred to in clause 4;
 - (c) a receptionist and/or telephonist shall be those referred to in clause 4; if the said persons are paid wages specified for that category of work; in all other cases the persons doing the work shall be entitled to be paid as qualified hairdressers whose certificate to practise hairdressing has been endorsed with the code "Centre of Trade Tests", and the employer shall be obliged to pay that person accordingly.
- (3) An employer may not employ any person under the age of 16 years. A person over the age of 16 and under the age of 21 years may be employed in a salon only—
 - (a) during the probationary period allowed by the Skills Development Act, 1998 (Act No. 97 of 1998);
 - (b) in terms of a learnership contract;
 - (c) if he or she is a qualified hairdresser with a certificate to practise hairdressing endorsed "COTT".
- (4) Casual employees may be employed only to replace employees or working employers who are temporarily absent on sick or on occasional leave. An employer who employs a casual employee shall notify the Council of that fact in writing within three days of employing such a person, and shall notify the Council in writing within three days of the termination of the services of the casual employee. Until such time as an employer has notified the Council of the engagement of a casual employee that employee shall irrefutably, for the purposes of all of the industrial agreements operated by the Council be treated as being in full-time employment and shall be subject to all the rights and the liabilities of a full-time employee.
- (5) No employer may employ any person as a hairdresser unless that person produces to the intended employer a valid certificate to practise hairdressing.
- (6) Every month an employer shall disclose to the Council on the form prescribed in Annexure A the full names of all persons employed, including minors and apprentices and learners.
- (7) Every employer shall notify the Council in writing within 14 days after an employee has left the employ of the employer. Until an employer has done so, that employer shall remain liable for the financial consequences of the employment of that employee, including those specified in clauses 23, 26 and 27 of this Agreement.
- (8) An employer may employ a person as a part-time employee subject to the following rules:
 - (a) A part-time employee may not be employed as a casual employee;
 - (b) a part-time employee shall be employed for the same hours on the same day(s) of each cycle, where "cycle" means a week, a fortnight or a month;
 - (c) the employment contract shall be in writing and shall specify the benefits to which the full-time employee are entitled in terms of the collective agreement operated by the Council, and indicate which of those benefits apply to the part-time employee;
 - (d) a part-time employee may not be employed for more than 10 years per day and 22 hours per week;
 - (e) the part-time employee shall be a person in possession of a certificate to practise hairdressing;
 - (f) an employer who employs a part-time employee shall notify the Council of that fact in writing within 14 days of employing such a person;
 - (g) an employer who employs a part-time employee shall notify the Council in writing within 14 days of the termination of the services of the part-time employee.
- (9) Until such time as an employer has complied with subclause (9) (f), such part-time employee shall irrefutably, for the purposes of all industrial agreements operated by the Council, be treated as being in full-time employment and shall be subject to all the rights and the liabilities of a full-time employee.
- (10) An employer shall provide each employee with a letter of appointment showing the employee's full name, date of commencement of services, initial job title, basic salary, and normal hours of work. A copy of each letter, signed by the employee, shall be retained by the employer in the salon and shall be available for inspection by the employee and the designated agents of the Council at all reasonable times.

12. COMMISSION AGREEMENTS

- (1) An employer and an employee may agree, in terms of a commission agreement, that the employee is to receive commission on services or sales or both.
- (2) A commission agreement shall be in writing and shall be signed personally by the employee and by or on behalf of the employer. A commission agreement shall contain the following particulars:
 - (a) The identity of the parties and the basic wage agreed upon if the basic wage is higher than the prescribed wage;
 - (b) the rate of commission, and the conditions of entitlement;
 - (c) the day of the week or month when commission earned is due and payable;

- (d) the period under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages in terms of clause 13.
- (3) The commission agreement shall be signed by the parties before two witnesses.
- (4) Every employer shall, within 3 days of being requested to do so, supply the Council with a copy of every commission agreement concluded by him or her.
- (5) A commission agreement shall be in a substantially similar form to the form set out in Annexure G.
- (6) All qualified hairdressers shall be deemed to be employed in terms of a commission agreement.
- (7) If a commission agreement is not in writing then, whether or not it complies with this clause, it shall for all purposes be deemed to provide that the employee is entitled to an average commission calculated over the previous 3 commissions the employee received.
- (8) If the employer is unable to produce a record of the takings for an employee, or deemed to be employed in terms of a commission agreement, vouched for by that employee, the record of takings alleged by the employee shall be deemed to be the takings of that employee until the contrary is proved by the employer.

13. REMUNERATION

- (1) Nothing contained in this clause shall operate to permit a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer.
- (2) No employer shall pay, and no employee shall accept wages at rates lower than the following:

<i>Employee</i>	<i>Week Month (R)</i>
Hairdresser: COTT, QA, MC.....	2 605,00
Hairdresser: QET, CQ, QBE.....	1 815,00
Manicurist and/or beauty culturist.....	1 450,00
Receptionist and/or telephonist.....	2 080,00
*Shampooist.....	1 325,00
Passed module 1.....	1 565,00
General assistant.....	1 565,00
Learner hairdresser:	
On commencement.....	1 135,00
Mod 1.....	1 225,00
Mod 2.....	1 275,00
Mod 3.....	1 325,00
Mod 4.....	1 425,00
Mod 5.....	1 475,00
Mod 6.....	1 525,00
Module allowance:	
*R30 per month if Module 1 is passed	
R50 per month for each additional module passed	
Part-time: 60 percent of the wage specified for the category in which the employee is employed.	
Casual employee.....	55,00 per day

Note:

- (i) Part-time employee: 60 per cent of the amount specified for the category in which the employee is employed.

14. TERMS OF EMPLOYMENT

- (1) The ordinary hours of work of all employees engaged in the Hairdressing and Cosmetology Trade shall not exceed 45 hours per week between Monday and Sunday: Provided that the hours worked shall not exceed eight ordinary hours per day.

- (2) Intervals: Every employee shall be entitled to a daily meal and/or rest interval of one hour for lunch to be taken between 11:30 and 14:30 on Mondays to Fridays (inclusive): Provided that an employer shall not require or permit an employee to work for more than five (5) hours continuously on any day without an interval of one less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work:

- (a) Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.

- (b) In lieu of the meal intervals an employer and his employee may agree that the employee will take the time off at a mutually acceptable time. Such time off will be deemed to be ordinary hours worked.
- (3) In the event of a public holiday falling during the week, any accumulated time in terms of subclause (2) may be taken as follows:
- The employee may be paid at the specified overtime rate for all hours worked.
 - The employee may take normal meal intervals of at least one hour per day.
- (4) Included in the hours of work of an employee who is a learner hairdresser shall be any time away from work for the purposes of—
- attendance required by the Council at a training institution approved by the Council;
 - attendance at any examination as directed by the council, if such attendance falls on a day other than a Sunday or public holiday.
- (5) Overtime: All hours worked in excess of the ordinary weekly hours in terms of subclause (1) (a) shall be deemed to be overtime and any part of an hour shall be deemed to be one hour.
- Payment for all overtime worked, including work on a Sunday and/or public holiday: An employer shall pay his/her employee in respect of each hour of overtime worked by such employee at a rate of not less than one and a half (1,5) times his/her specified basic hourly rate.
 - Such hourly rate shall be calculated as follows:
 - Step 1:

$$\begin{aligned} & \text{Specified monthly basic rate divided by (4,33)} \\ & = \frac{\text{Basic Rate Specified}}{4,33} \end{aligned}$$

e.g.

$$= \text{Specified weekly wage}$$
 - Step 2:

$$\begin{aligned} & \text{Specified weekly wage divided by 45, or whatever the hours may be.} \\ & = \frac{\text{Specified weekly wage}}{45} \end{aligned}$$

= Hourly rate
 - Step 3:

$$\begin{aligned} & (\text{Total overtime hours worked}) \times (\text{hourly rate}) \times 1,5 \\ & = \text{Overtime rate.} \end{aligned}$$
 - Where in any one week an employee absents him/herself from work during any or all of the ordinary hours of work prescribed in subclause (1), such ordinary hours not worked by the employee shall be deducted from the specified basic wage or any overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—
 - if the number of ordinary hours of work during which the employee is absent in any one week are in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and where an employee is absent from work with the permission of his/her employer or is absent on account of illness, the provisions of this clause shall not apply and the overtime worked in such case shall be paid for at the overtime rate specified: Provided further that an employer may require an employee to produce a medical certificate in proof of the cause of his/her absence;
 - any employee who is aggrieved by the application to him/her of any of the provisions of subclause (5) may appeal to the Council against the decision applied to him/her by the employer, and the Council may, after considering any reasons which may be submitted for such decision, give such decision as in its opinion ought to have been given in such case.
- (6) No employer shall permit an employee to work overtime in excess of 10 hours in any one week.
- (7) An employer shall not require or permit an employee to work overtime unless he/she has—
- given adequate notice thereof to such employee;
 - given such employee adequate time in which to partake of a meal before the commencement of such overtime.
- (8) Public holidays:
- The paid public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays.

- (b) Whenever an employer requires or permits an employee to work on a public holiday he shall, save as provided in clause 20 (2), in addition to his/her ordinary wages, pay for each hour worked by such employee, at a rate of not less than one and a half (1,5) times his/her ordinary hourly rate.
- (9) Annual leave: Every employee shall be entitled to 21 consecutive days' annual leave as specified in clause 19.
- (10) Sick leave: An employee shall, where applicable, be entitled to sick leave in accordance with the provisions of the Sick Benefit Fund rules and clause 25 of this Agreement, and to payment for the period of such sick leave in terms thereof.
- (a) "Sick Leave Cycle" means a period of 36 months' employment with the same employer and/or in the same establishment immediately following—
- (i) an employee's commencement of employment;
 - (ii) the completion of such employee's previous leave cycle.
- (b) During every sick leave cycle, an employee shall be entitled to an amount of paid sick leave days equal to the number of the days the employee would normally work during a period of six weeks.
- (c) Notwithstanding subclause (b), during the first six months of employment an employee shall be entitled to one day's paid sick leave for every 26 days worked.
- (d) During an employee's first sick leave cycle, the employer may reduce the employee's sick leave entitlement to sick leave in terms of subclause (b) by the number of days' sick leave taken in terms of subclause (c).
- (e) An employer shall pay an employee for the day's sick leave—
- (i) the wage that such employee would ordinarily have received for work on that day; and
 - (ii) on the employee's usual pay day.
- (f) An employer shall not be required to pay an employee in terms of this clause if the employee has been absent from work for more than two consecutive days, or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- (g) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an act of Parliament.
- (h) "Incapacity" means the inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that in the case of accidents, only such benefits as are payable as compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or the Road Accident Fund Act, 1996, shall be paid.
- (i) This clause shall not apply to hourly employees.
- (11) Maternity leave, compassionate leave and paternity leave:
- (a) No employer may require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending 12 weeks after the date of her confinement. An employer shall not be obliged to pay an employee during maternity leave, but shall be obliged to reinstate such employee in employment at her request, prior to going on maternity leave, when she presents herself for continuous employment not later than 12 weeks after the date of her confinement.
- (b) Compassionate leave: An employer shall be obliged to give an employee three days' paid compassionate leave on the death of one of the employee's primary relatives starting at the discretion of the employee, but starting not sooner than the day of the death and not later than one week after the death and ending seven days after the leave commenced. An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a primary relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the Council shall be the final arbiter. For the purpose of this clause "primary relative" means a spouse, child, parent, brother or sister.
- (c) An employer shall be obliged to give an employee compassionate leave of one day on the death of any relative of an employee who is not a primary relative, but shall not be obliged to pay the employee for the day off. An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the Council shall be the final arbiter.
- (d) Paternity leave: An employee shall be obliged to give the father of a new-born child three days' leave starting one day before the birth and ending two days afterwards. An employer shall be obliged to pay an employee during paternity leave.
- (12) Retrenchment:
- (a) An employer who proposes retrenchment shall, not later than 10 working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which, to his knowledge, prospective retrenchees may be members, with the following information in writing:
- (i) The number of employees who may be retrenched, together with their names, duration of service, and job categories;

- (ii) the proposed date of retrenchment;
 - (iii) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;
 - (iv) the proposed selection criteria in respect of retrenchees;
 - (v) the proposed date of consultations with the trade union(s) and/or employees likely to be affected;
 - (vi) the proposed severance pay; and
 - (vii) the employer's proposals for assistance to retrenchees, including the possibility of re-employment.
- (b) In the event of an employee likely to be affected by the proposed retrenchment not being a union member, the information referred to in paragraph (a) shall be forwarded directly to such employee.
- (c) The trade union(s) and/or employee(s) shall provide the employer with a written response to the employer's retrenchment proposals not later than three working days before date of consultation, which shall include all of its/their proposals in respect of the retrenchment.
- (d) The employer shall attempt to reach consensus with the trade union(s) and/or employees on the retrenchment proposals through consultation: Provided that should consensus not be reached before the expiry of the ten-day period referred to in paragraph (a), the employer shall be entitled to implement the employer's retrenchment proposals.
- (e) The employer shall be entitled to implement the employer's retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refuse and/or fail to consult with the employer in accordance with this subclause.
- (f) An employee who is retrenched in terms of this subclause shall be entitled to severance pay equal to one week of such employee's current basic wage per completed year of continuous service with his employer.
- (13) Provision of equipment: An employer shall provide, for the use of every qualified hairdresser, all tools and equipment necessary for the carrying out of his work, except—
- (i) curling equipment;
 - (ii) scissors;
 - (iii) combs;
 - (iv) hand-driers;
 - (v) clippers;
 - (vi) razors;
 - (vii) setting clips;
 - (viii) brushes;
 - (ix) protective garments;
 - (x) neck brushes; and
 - (xi) highlight caps:

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

(14) Notice of termination of service:

- (a) An employer or his/her employee, other than a casual employee, who desires to terminate his/her contract of employment, shall—
- (i) in the case of a part-time employee, give not less than one working day's notice; and
 - (ii) in the case of minors employed in the Hairdressing Trade, during the period that they may be so employed in terms of the Skills Development Act, 1998 (Act No. 97 of 1998), without a contract of apprenticeship, give not less than one working day's notice; and
 - (iii) in the case of any other employee during the first four weeks of employment, give not less than one working day's notice, and thereafter not less than one week's notice except during the month of December, when two weeks' notice shall be given: Provided that an employer or employee may at any time terminate the contract without notice by in lieu of notice, paying the employee or paying or forfeiting payment to the employer, as the case may be, which payment or forfeiture shall be—
 - (aa) in the case of one working day's notice, not less than the daily wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
 - (ab) in the case of one week's notice, not less than the weekly wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
 - (ac) in the case two weeks' notice, not less than twice the weekly wage, excluding payment of overtime, that the employee is receiving at the time of such termination.

- (b) No employer shall terminate the services of an employee during such employee's absence from work owing to an indisposition for which he/she is not responsible:

Provided that—

- (i) the employer is notified within three working days of the commencement of such illness;
 - (ii) a medical certificate for the period of absence is produced on the employee's return to work; and
 - (iii) such period of absence from work does not exceed 30 days: Provided further that this shall not affect—
 - (iv) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (v) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that specified in this clause;
 - (vi) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
 - (vii) payment or forfeiture in lieu of notice not being permitted during an employee's absence—
 - (aa) on leave in terms of clause 19;
 - (ab) during any period owing to illness.
- (c) Where there is an agreement in terms of subclause (14) (a) the payment or forfeiture in lieu of notice shall correspond to the period agreed upon.
- (d) The notice referred to in subclause (14) (a) may be given on any working day but the period shall not run concurrently with or the notice shall not be given during an employee's absence on leave or during any period of absence owing to illness.
- (e) An employer or his/her employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

15. WAGE PAYMENT PROCEDURE

(1) Payment of wages:

- (a) An employee shall receive payment of his/her wages at a time and place determined by his/her employer: Provided that payment shall be made—
- (i) at weekly, fortnightly or monthly intervals;
 - (ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and employee; and
 - (iii) not later than closing time on the final working day of each pay interval.
- (b) With the exception of payment by means of electronic bank transfer, an employee's remuneration shall be paid to him/her in the salon where he/she is employed, or at the office of the employer.
- (c) An employee whose services are terminated shall receive payment of the appropriate wage on or before the date of termination of his/her service.
- (d) Every employee shall provide each or his/her employees with a payslip indicating the employer's name, the name and occupation of the employee, and for which payment is made. The payslip shall indicate the calculation of the employee's gross remuneration, deductions, overtime and commission payments, allowances, and net remuneration.
- (e) All payments made in cash shall be enclosed in a sealed envelope.

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

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

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

16. TIME AND WAGE RECORDS

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

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

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

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

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

(2) Attendance register:

(a) Every employer shall provide in his/her establishment one or more attendance registers, in the form specified in Annexure I to this Agreement, in which provision is made for the entries which an employee is, in terms of subclause (1) (b), required to make.

(b) An employer shall, day by day, keep record in such attendance register of the name and occupation of every employee.

(c) Unless precluded from doing so by unavoidable cause, every employee shall, in respect of each day worked by him/her and on that day record in such attendance register—

- (i) his/her signature;
- (ii) the time he/she commenced work;
- (iii) the time of commencement and termination of each meal or other interval which cannot be regarded as ordinary hours of work; and
- (iv) the time of finishing work for that day:

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

(d) The necessary entries in respect of (i) and (ii) above shall be made before work is commenced for the day.

(e) An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein.

(f) Every entry in an attendance register shall be made in ink or ball-point pen and not in pencil.

17. PROHIBITION OF PRIVATE WORK

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

18. EXEMPTIONS

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

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

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

- (a) The period for which the exemption is required;
- (b) the Agreement and the clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his/her employees and their respective representatives, and shall include the responses resulting from such consultation, either in support of or against the application.

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

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

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

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

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

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

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

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

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

19. ANNUAL LEAVE

(1) Every employee, except casual and part-time employees, shall be granted in each year of service with the same employer, 21 consecutive days' leave of absence on full pay, calculated according to the weekly wage the employee was receiving prior to proceeding on such leave. The three weeks, which may be taken either consecutively or, at the written request of the employee, in two separate periods of two consecutive weeks and one week or three separate periods of one week, shall include 18 working days, and whenever a public holiday falls within the period of leave in terms hereof, such holiday shall be added to the said period of leave of absence on full pay:

- (a) The employee may, by mutual agreement with the employer, take leave prior to proceeding on leave or have it included in his normal monthly wages on his/her return.
- (b) The total of annual leave in terms of subclause (1) when taken in separate periods shall, by mutual arrangement between the employer and the employee, be taken within six months of its falling due.

(2) The leave of every employee who is employed on a part-time basis as defined in clause 4 to this Agreement shall accrue at a rate of one and a half days (1,5) for every 199 hours or completed months worked.

(3) Annual leave in terms of subclause (1) shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in all cases be granted by the employer and taken by the employee so as to commence within two months of its falling due.

(4) When the employment of an employee, other than a part-time employee, is terminated before the completion of a year's service, but after the completion of one month's service, the employee shall, for each completed week of employment in the uncompleted year, be entitled to one seventeenth of a week's wages according to the wage he was receiving at the date on which his employment was terminated.

(5) When an employee, other than a part-time employee, has completed a year of service with the same employer, he shall thereupon be required to take leave in terms of this clause, and his employer shall be required to grant him such leave within two months of its falling due in terms thereof, and the employer shall pay to the employee an amount calculated at the weekly or monthly wage, excluding payment for overtime and commissions that the employee was receiving immediately prior to proceeding on leave, up to the time his leave was due, and such amount shall forthwith be paid to the employer, together with the balance of any leave pay standing to the said employee's credit in respect of subclause (3).

(6) For the purposes of this clause the year of service of an employee, other than a part-time employee, plus any public holidays falling within that period, for which he shall be entitled to annual leave on full pay as provided in this clause shall be 12 months' employment with the same employer, calculated from his first engagement with such employer, or from the date on which he last became entitled to annual leave.

- (7) Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was terminated. Such leave pay shall, likewise, be paid to the employee on his last working day.
- (8) Any leave pay which is paid to the Council shall immediately be paid to the employee concerned. Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to three years from the date on which the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the funds of the Council: Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an *ex gratia* payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.
- (9) In the event of an employee's death, all leave pay standing to his credit shall be paid into his estate.
- (10) All moneys held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt in accordance herewith.
- (11) Any period during which an employee—
- (a) is on leave in terms of subclause (1); or
 - (b) is absent from work owing to illness; or
 - (c) is absent from work on the instructions or at the request of the employer; amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (b) and (c), shall, for the purposes of subclauses (1) and (2), be deemed to be employment.
- (12) An employer shall not require or permit an employee to work in the Hairdressing Trade, whether for remuneration or not, and an employee shall not work in the Hairdressing Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of subclause (1).
- (13) Leave of absence on full pay shall not run concurrently with notice of termination or sick leave.

20. PUBLIC HOLIDAYS

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

21. AUDIT AND ACCOUNTING

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

22. COUNCIL LEVY

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

A Category	B Employee payment per month
Hairdresser	R40,00
Receptionist/clerical.....	R40,00
Manicurist/beauty culturist	R40,00
Learner	R36,00
Trainee hairdresser with mod 1 to 6.....	R40,00
Shampooist with mod 1	R40,00
General assistant/shampooist	R36,00

- (2) The amount shown in column B of the table shall be deducted from the wages of their employees.
- (3) To the amounts so deducted from the wages of their employees, every employer shall add an equal amount and shall forward the entire sum to the Secretary of the Hairdressing and Cosmetology Bargaining Council, KZN, P.O. Box 2182, Durban, 4000.
- (4) In any instance where in terms of clause 22 (1) (a), 22 (2) and 22 (3) contributions are less than R50 in the aggregate, the total amount referred to in clause 22 (3) shall be supplemented by the employer with such sum as will make up a total of R50 in each month.
- (5) Should any amount due in terms of this clause not be received by the Council by the seventh day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from the seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

24. GENERAL

- (1) Exhibition of Agreement:
 - (a) The parties agree that the English version of this Agreement shall determine the meaning and the intention of the parties and the translation in Afrikaans and Zulu shall be made available by the Council for inspection by any person during working hours at the offices of the Council.
 - (b) Any person may acquire a copy of this Agreement from the Council, at no charge.
 - (c) Each party to this Agreement shall receive two free copies of the Agreement and the Constitution.
- (2) Certificate of Service: Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer shall, upon the termination of an employment, issue a certificate of service to such employee reflecting the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of employment and the wage rate of the employee at the date as per Annexure H.
- (3) Ultra-vires provisions in Agreement: Should any provision of this Agreement be inoperative or ultra-vires the powers of the parties hereto or of the Minister, before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement which shall, in that event, constitute the Agreement.
- (4) Trade union representatives of the Council: Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.
- (5) Trade union access: Officials of trade union parties shall in the ordinary course of their duties have access to establishments during working hours, but shall not be allowed to interfere with the continued performance of work by any employee, or approach any employee without the prior consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

25. SICK BENEFIT FUND

- (1) The Hairdressing Sick Benefit Fund originally established in terms of the Agreement published under Government Notice No. R. 106 of 22 January 1960 (hereinafter referred to as the "Sick Benefit Fund"), is hereby continued for the purpose of—
 - (a) assisting members in regard to payment for medical services incurred by them or their dependants, as may be provided in the rules of the Sick Benefit Fund;
 - (b) assisting members for whom wages are prescribed under clause 13 of this Agreement with sick pay benefits in respect of absences from work owing to illness and/or accident as provided in the rules of the Sick Benefit Fund;
 - (c) taking such measures as the Council may deem necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;
 - (d) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
 - (e) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the rules of the Sick Benefit Fund.
- (2) Membership of either Scheme A or Scheme B of the Sick Benefit Fund shall be compulsory for all persons who are directly or indirectly engaged or employed in the Hairdressing Industry, unless an exemption is granted by the Council on the grounds of such persons providing adequate proof of such person's membership with a private Medical Scheme recognised by law.
- (3) The Sick Benefit Fund shall be managed by the Council in accordance with the rules which it may make from time to time and for this purpose ("the rules"); and all moneys of the Sick Benefit Fund shall be administered, invested and paid out in accordance with the Rules, of which copies shall be available for inspection at the offices of the Council. The Council shall appoint auditors to audit the books of account of the Sick Benefit Fund annually.

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

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

(6) Schedule A:

Category	Scheme A			Scheme B		
	(R)	M	M+1	M+2	M+3	
Employer (member).....	(E)	82	146	266	378	500
Hairdresser.....	(X)	82	146	266	378	500
Receptionist, Manicurist.....	(Y)	53	53	53	53	53
Learner.....	(X)	73	146	266	378	500
	(Y)	48	48	48	48	48
Mod. 1-6.....	(X)	82	146	266	378	500
	(Y)	53	53	53	53	53
Shampooist and general assistant.....	(X)	73	146	266	378	500
	(Y)	48	48	48	48	48

(i) X = Employee's share. Y = Employers' share.

(ii) Employers' who themselves wish to be members are required to pay the "E" rate on the schedule.

(iii) Employers' contributions in Scheme B are the same as those specified in Scheme A in respect of their employees, and employers shall not be liable to contribute to any cost in respect of the members' dependants.

EXAMPLE:

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

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

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

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

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

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

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

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

26. PENSION FUND

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

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

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

(4) Contributions:

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

(5) Membership: Membership of the Pension Fund shall be compulsory for all employees, excluding casual and part-time employees, who are employed in the Hairdressing Trade, Natal, and who have not attained their 65th birthday.

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

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

(6) In the event of the—

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

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

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

27. RETIREMENT ANNUITY FUND

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

(2) Object of the Annuity Fund: The object of the Annuity Fund is provide retirement annuities for its members.

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

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

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

(c) All contributions received by the Council in terms of this clause shall be paid to Fedlife Assurance Limited at the end of each month.

(5) Membership:

(a) Membership of the Annuity Fund shall be compulsory for all members of the Employers' Organisation for Hairdressing, Cosmetology and Beauty.

(b) Membership commences when the member makes his first contribution to the Pension Fund and ceases only when the full benefit in respect of the member has been paid in terms of the rules.

(c) Each member shall be issued with a membership certificate and shall be entitled to an annual statement of his benefits under the Annuity Fund.

(6) In the event of the—

(i) dissolution of the Council;

(ii) the Council ceasing to function; or

(iii) the expiry of this Agreement,

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

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

28. PROCEDURE FOR DISPUTES

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

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

(a) one or more trade unions;

(b) one or more employees; or

(c) one or more trade unions and one or more employees; and

on the other side—

(a) one or more employers' organisation;

(b) one or more employer; or

(c) one or more employers' organisation and one or more employers.

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

29. RESOLUTION OF DISPUTES THROUGH CONCILIATION AND ARBITRATION

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

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

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

(a) mediating the dispute;

(b) conducting a fact-finding exercise; and

(c) making a recommendation to the parties, which may be in the form of an advisory arbitration award.

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

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

(a) the agent shall issue a certificate stating whether or not the dispute has been resolved;

(b) the Council shall serve a copy of such certificate on each party to the dispute, or the person who represented a party in the conciliation proceedings; and

(c) the agent shall file the original of such certificate with the Council.

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

(a) an agent has issued a certificate stating that the dispute remains unresolved; and

(b) any party to the dispute has requested that the dispute be resolved through arbitration.

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

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

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

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

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

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

30. GENERAL PROVISIONS FOR ARBITRATION

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

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

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

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

(5) If a party to the dispute fails to appear in person or to be represented at the arbitration proceedings, and that party—

(a) had referred the dispute to the Council, the arbitrator may dismiss the matter, or had not referred the dispute to the Council, the arbitrator may—

- (i) continue with the arbitration proceedings in the absence of that party, or
- (ii) adjourn the arbitration proceedings to a later date.

(6) The arbitrator shall take into account any code of conduct issued by NEDLAC or guidelines published by the Council in accordance with the provisions of the Act that are relevant to a matter being considered in the arbitration proceedings.

(7) Within 14 days of the conclusion of the arbitration proceedings—

- (a) the arbitrator shall issue an arbitration award with brief reasons, signed by the arbitrator;
- (b) the Council shall serve a copy of the award on each party to the dispute or the person who represented a party in the arbitration proceedings.

(8) On good cause shown, the Secretary to the Council may extend the period within which the arbitration award and the reasons to be served and filed.

(9) The arbitrator may make any appropriate arbitration award that gives effect to any collective agreement in terms of the Act, including:

- (a) Ordering any person to pay any amount owing in terms of a collective agreement;
- (b) imposing a fine for failure to comply with a collective agreement in accordance with section 33 (A) (13) of the Labour Relations Act.
- (c) confirming, varying or setting aside a compliance order issued by a designated agent;
- (d) any award contemplated in section 138 (a) of the Labour Relations Act.

(10) The arbitrator may include an order for costs in the arbitration award if a party, or the person who represented that part in the arbitration proceedings, acted in a frivolous or vexatious manner—

- (a) by proceeding with or defending the dispute in the proceedings;
- (b) in its conduct during the proceedings.

31. EFFECT OF ARBITRATION AWARDS

(1) An arbitration award issued by an arbitrator shall be final and binding and may be made an order of the Labour Court in terms of section 158 (1) (c) of the Act, unless it is an advisory arbitration award.

(2) If an arbitration award orders a party to pay a sum of money, the amount so awarded shall earn interest from the date of the award at the same rate at the rate specified from time to time in respect of a judgement debt in terms of section 2 of the Prescribed Rate of Interest Act, No. 55 of 1975, unless the award provides otherwise.

32. EXCLUSION OF ARBITRATION ACT

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

33. ENFORCEMENT ON COLLECTIVE AGREEMENTS

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

- (a) use any means permitted by law to enforce compliance with the said agreement; or
- (b) treat the non-compliance as a dispute under clause 28, and the Council shall be entitled to refer the said dispute to be determined by arbitration in terms of the Council's Constitution and/or this Agreement.

ANNEXURE A

HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL KWAZULU-NATAL

SCHEDULE OF MONTHLY CONTRIBUTIONS

Employer to retain Salon Owners' Copy (Green) and return 5 top copies together with payment to:
HCBC, P.O. Box 2182, DURBAN, 4000, on or before the seventh day of each month to avoid penalties.

Owner:.....68

Salon:Date:

Address:Page:

.....Receive:

Tel. No.

.....

NOTE: ALL CHEQUES MADE PAYABLE TO HCBC.

Employer Employee	Occu Code	ID No.	SBF. No.	Pension Fund No.	Pension Fund		Union		HCIT B	SAHC A Subs	COU Employer
					Employer	Employee	Subs	Agency			

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

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature of employer or authorised
representative

Date

.....

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

Serial No.

To: THE SECRETARY
SUITE 701, BERE A CENTRE
249 BERE A ROAD
DURBAN, 4001
TELEPHONE: (031) 201-1193/201-1193
FAX. (031) 201-1231

FROM

.....

.....

.....

.....

.....

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

Salon name:			
Salon address:			
Office address (if different):			
Postal address:			
Tel. No. (W)		Tel. No. (H)	
Registration No. (if close corporation):			

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

Signature of employer:			
Date of commencement of business:		STATUS OF ESTABLISHMENT	
		Corporate body	
Total number of employees:		Close corporation	
		Partnership	
Date of application:		Sole owner	

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

CORPORATE BODY:	Managing Director or other director or public officer authorised to sign on behalf of the corporate body.
CLOSE CORPORATION:	All members of the corporation.
PARTNERSHIP:	All partners.
SOLE OWNER:	Owner.

	Full names	Full residential address	Signature	Home Tels.
1.				
2.				
3.				

- ☒ Attach particulars of every employee on the reverse side of this application.
- ☒ Note further that a refundable deposit of R300,00 is payable upon registration.

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

Registration No.

SALON NAME

EMPLOYER.....

DATE OF ISSUE

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

.....
Secretary of the Council

ANNEXURE D
HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL
(KWAZULU-NATAL)
APPLICATION FOR CERTIFICATE TO PRACTISE HAIRDRESSING

Name

Address

Telephone (H) (W)

Name of salon

Address

Is there a current certificate of registration in existence?

Yes	No
-----	----

If YES, what is the certificate No.?

Are you a qualified hairdresser?

Yes	No
-----	----

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

.....

If NO, answer the following questions:

Standard of education

(attach documentary proof)

Names of previous employers

Dates

.....

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

Names of training institution

Dates of attendance

.....

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

Signed at this day of 20.....

.....
 (Applicant)

ANNEXURE E

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

THIS LICENCE ENTITLES THE HOLDER TO WORK AS A

.....
.....

NAME

CODE

DATE OF ISSUE



.....

Secretary of the Council

Valid from date of issue until withdrawn

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

LEARNERSHIP CONTRACT made and entered into between:

(salon).....and

(employer)

(hereinafter referred to as the "employer"), of the one part,

and

(employee).....

Identity Number born on the day of 19

(hereinafter referred to as the "learner hairdresser")

1. OBLIGATIONS OF THE LEARNER HAIRDRESSER

The learner hairdresser shall be physically fit, and shall have passed Standard VII, and agrees—

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

2. OBLIGATIONS OF THE EMPLOYER

The employer agrees

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

3. MUTUAL OBLIGATIONS OF THE PARTIES

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

- (a) if the employer is satisfied that the learner hairdresser has committed a serious breach of the terms of his/her contract or that the learner hairdresser has conducted or is conducting him/herself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his/her training, the employer's business or the attainment of the objects of this contract, whether during or outside his/her working hours or when attending classes or courses or taking examinations in accordance herewith or during his/her stay in any hostel, if such stay relates to his/her training the employer may forthwith suspend the learner hairdresser for a period not exceeding the number of days which the learner hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he/she suspends the learner hairdresser;

- (b) the parties shall comply with any other relevant training conditions, modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;
- (c) the parties agree to the extension of this contract if, upon application by the learner hairdresser to the Council, such extension is granted by the Council: Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the employer.

4. DEFINITIONS AND INTERPRETATION

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

Signed at this day of 20.....

AS WITNESSES

1.

2.

.....
Employer

.....
Learner hairdresser

REGISTRATION OF CONTRACT

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

.....
Secretary

TRANSFER

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

With the consent of the parties to this Contract the services of the learner hairdresser and the rights and obligations of the employer are hereby transferred to:

..... with effect from the date of registration hereof.

Signed at this day of 20.....

WITNESSES:

1.

2.

.....
Employer

.....
Learner hairdresser

.....
New employer

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

.....
Secretary

TERMINATION

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

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

Signed at this day of 20.....

.....
Employer

Termination noted this day of 20.....

.....
Secretary

CANCELLATION

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

ANNEXURE G
HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL
(KWAZULU-NATAL)
COMMISSION AGREEMENT

Between

.....
 ("the employer")

and

.....
 ("the employee")

1. The employer hereby employs the employee as a.....hairdresser, commencing onat a salary of R.....per week/per month, being a salary not less than that prescribed as the minimum wage for that category of employment in the agreement for the time being in force in the hairdressing trade within the area of jurisdiction of the Hairdressing & Cosmetology Bargaining Council (KwaZulu-Natal).
2. In addition to the wages specified in 1 above, the employee shall be entitled to commission ofper cent on his takings once the target of R.....is reached. For the purpose of this clause "takings" shall *include/not include any amount in respect of sales of hairdressing products.
3. In respect of the sale of hairdressing products the employee shall be entitled to a commission ofper cent of the value of the said products, such value to be determined at the retail price of the said products sold by the employee personally.
4. From the gross takings of the employee as specified in 2 above, the employer shall be entitled to deduct—
 - (i) the cost of all products used by the employee in rendering toilet services to clients, such cost to be the actual cost of all products so detailed in a current price list; and/or
 - (ii)per cent of the gross takings of the employee.
5. Commission in terms of this Agreement shall be payable on theday of each month.
6. This Agreement may be cancelled by either party by giving to the other not less thanday's notice of such cancellation.

Signed aton thisday of20.....

As Witnesses:

1.

2.

.....
 Employer

.....
 Employee

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

ANNEXURE H

HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

CERTIFICATE OF SERVICE

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

.....
(full name of employee)

I.D. No.

Address and telephone number at which employee may be contacted:

Total period of employment: From to

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

Name, business address and telephone number of employer:

Date.....

.....
For and on behalf of the employer

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

(Name of employee)

(Occupation of employee)

Year		ENTRIES TO BE MADE BY EMPLOYEE								Over-time		Total number of hours worked		REMARKS (if any)		
		Signature	Time of starting work	Intervals of work										Time of finishing work	By employee	
Date	Day of week			off	on	off	on	off	on	on	off	Each	Each			
1																
2																
3																
4																
5																
6																
7																
8																
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Note: Under headings "Off" and "On" in columns referring to "Intervals of work", insert time interval commenced and time work resumed.

An employee shall be deemed to be at work for any interval in his/her work if he/she is not free to leave the establishment for the whole of that interval.

Signed at Durban for and on behalf of the parties, this 18th day of April 2005.

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Chairperson of the Council

A. OVERALL

Secretary of the Council

M. GOLDMAN

Deputy Chairperson of the Council

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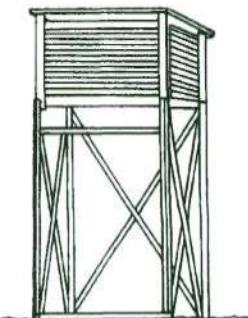
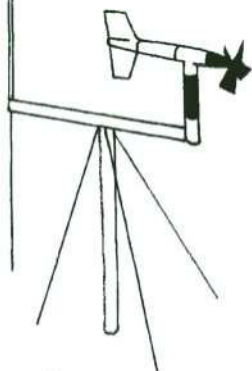
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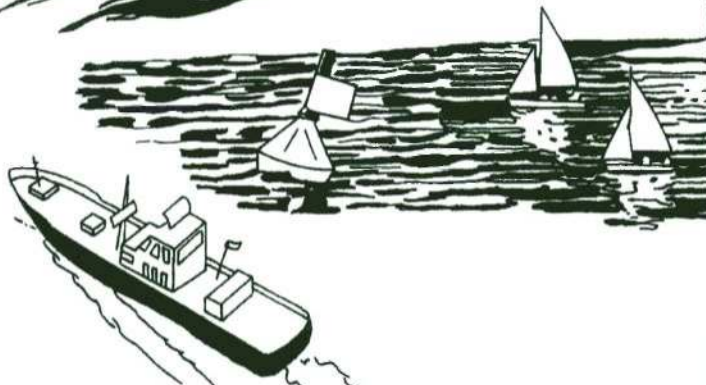
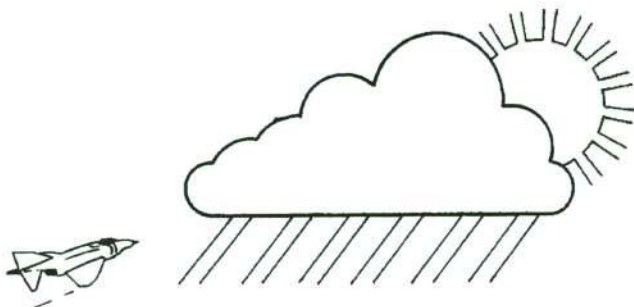


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