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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1009

2 August 2002

LABOUR RELATIONS ACT, 1995

HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)

EXTENSION OF MAIN COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Trade, with effect from 12 August 2002, and for the period ending 10 May 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1009

2 Augustus 2002

WET OP ARBEIDSVARHOUDINGE, 1995

HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA)

UITBREIDING VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS 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 Bedingsraad vir die Haarkappers- en Kosmetologiebedryf (Pretoria) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 12 Augustus 2002, en vir die tydperk wat op 10 Mei 2004 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

BARGAINING COUNCIL FOR HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)

MAIN COLLECTIVE AMENDING AGREEMENT

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

Employers Organisation for Hairdressing, Cosmetology and Beauty

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

United Association of South Africa (UASA)

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

to amend the Agreement published under Government Notice No. R. 680 of 27 July 2001.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Hairdressing and Cosmetology Trade—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the Trade Union;
 - (b) in the Magisterial District of Pretoria and Wonderboom.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
 - (b) apply to learners only in so far as such terms are not inconsistent with the provisions of the Skills Development Act, Act 97 of 1998, or any contract entered into or any condition fixed thereunder.
- (3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a) and 2 (2).

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation in respect of parties on 1 March 2002 and in respect of non-parties on such a date as the Minister of Labour extends the agreement to non-parties and shall remain in force for the period ending 10 May 2004.

(2) Despite the provisions of clause 2 (1) above, parties may negotiate and agree to amend the agreement annually, such amendments(s) will form part of the collective agreement.

3. CLAUSE 5: WAGES

Substitute the existing clause 5.1 with the following:

WAGE SCALE

Category employee	Per month	Per week	Per hour
First year after qualification	R1 871,57	R431,90	R10,79
Part-time first year qualified.....	R1 248,06	R288,01	R11,52
Qualified hairdresser	R2 658,60	R613,52	R15,33
Part-time qualified hairdresser	R1 767,12	R407,79	R16,31
Operator	R1 749,02	R403,62	R10,09
Part-time operator.....	R1 165,30	R268,92	R10,76
Clerical employee, receptionist and/or telephonist.....	R2 075,83	R479,03	R11,97
Part-time clerical employee, receptionist and/or telephonist.....	R1 384,60	R319,52	R12,78
Manicurists/nail technician and/or beauty therapist	R2 037,13	R470,10	R11,75
Part-time manicurist/nail technician and/or beauty therapist.....	R1 358,80	R313,57	R12,54
Trainee manicurist/nail technician and/or beauty therapist	R1 223,35	R282,31	R 7,06
Part-time trainee manicurist/nail technician and/or beauty therapist	R 815,93	R188,29	R 7,53

Learners	Per month	Per week	Per hour
Begin	R1 070,70	R247,08	R6,18
Module 1	R1 111,01	R256,39	R6,41
Module 2	R1 177,12	R271,64	R6,79
Module 3	R1 244,85	R287,27	R7,18
Module 4	R1 310,43	R302,41	R7,56
Module 5	R1 376,00	R317,54	R7,93
Module 6	R1 442,62	R332,92	R8,32

4. CLAUSE 22: EXPENSES OF THE COUNCIL

Replace the existing subclause (1) and (2) with the following:

"(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R31,60 per month from the earnings of each of his employees for whom wages from earnings of employees for whom wages are prescribed in clause 5 (1) (a), (b), (c), (d), (h), (i) and (j), and R22,40 per month from earnings of employees for whom wages are prescribed in clause 5 (1) (e) and (f) and R15,30 for learners for whom wages are prescribed in 5 (1) (k), (l), (n), (o), (p), (q), (r), (s) and (t).

(2) In addition to the above, all employers shall pay a fee of R85,40 per month."

5. CLAUSE 30: APPEALS AGAINST ORDER OF THE SECRETARY

Substitute the following for clause 30:

"30. REFERRAL OF COMPLIANCE ORDER TO ARBITRATIONS

(1) An employer who is not satisfied with Secretary's Compliance Order may refer the matter to arbitration within 21 days after the Compliance Order was received by that employer.

(2) If the employer has not complied with the Compliance Order and has not referred the matter to arbitration in terms of subclause (1) above, the Secretary may refer the matter to arbitration."

6. CLAUSE 31: ORDER MAY BE MADE ORDER OF LABOUR COURT

Delete the existing clause 31.

7. CLAUSE 47: RESOLUTION OF DISPUTES

Add the following subclauses:

(4) When the Council receives a request for arbitration, the Council must appoint the arbitrator to arbitrate that dispute;

- (5) the arbitrator appointed in terms of subclause 4 above shall have the power to—
 - (1) make an award;
 - (2) to charge an arbitration fee not exceeding R500,00;
- (6) the arbitrator's decision shall be final and binding.

8. ANNEXURE D: CONTRACT OF EMPLOYMENT

Rename the existing Annexure D as D (A) and add the following annexure as D (B):

B. LEARNER'S CONTRACT OF EMPLOYMENT

MADE AND ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as "the employer")

and

(Hereinafter referred to as "the employee")

The following terms and conditions apply to this contract:

1. The employer hereby engages the services of the employee and the employee hereby accepts service with the employer with effect from
 - 1.1 The employee agrees to be engaged initially on a probation period of one (1) month from the date of engagement referred to above until
 - 1.2 The employer may, by giving the employee written notification of two (2) weeks prior to the end of probationary period, advise the employee that his/her services are to be retained after the expiry date of the probationary period, on continuous basis, on the same or different terms and conditions of employment.
2. The employee's salary shall be according to the presented rate of pay in terms of the Collective Agreement, paid monthly in arrears.
3. Employee shall be engaged in the capacity of learner and is required to perform all aspects of work related to that job, subject to the provisions of the Services SETA.
4. The normal hours of work, which are subject to reasonable variation at the sole discretion of the employer are according to timetable which is posted in the works area.
5. The employee hereby agrees to accept and abide by the general conditions of employment contained in Main Agreement for the Hairdressing and Cosmetology Trade.
6. The employee consents to undergo, whenever required by the employer, any or further medical examinations and any selection procedures and training as may be required by the employer at the employer's sole expense.
7. In addition, the employee—
 - 7.1 specifically agrees not to enter into any other Hairdressing Learnership Agreement with any other employer in the industry; and
 - 7.2 agrees to work such overtime as may be requested of him/her by the employer within the ambit of the law, on reasonable notice; and
 - 7.3 agrees that his/her contract shall be terminated in event of his/her participation in unprotected industrial action; and
 - 7.4 agrees that nothing in this Agreement shall affect the right of the employer to terminate this contract of service without notice for any good reason recognised by law as sufficient; and
 - 7.5 agrees to attend the compulsory training at the accredited training institution;
 - 7.6 agrees to purchase the necessary "Starter Tool Kit" and tools of the trade; and
 - 7.7 agrees to provide his/her own "live" models as and when required by the Lecturer; and
 - 7.8 specifically agrees that should he/she at any time attend work whilst under the influence of alcohol and/or any form of drugs, and fail to perform his/her duties to required standards, the employer serves the right to submit him/her for a medical examination, the cost of which shall be borne by the employer, and should the result be positive, the employer will exercise appropriate disciplinary action;
 - 7.9 agrees to provide the employer with a certified copy of his/her identity document.
8. The employee hereby irrevocably agrees to permit a security officer/representative of the employer, at such officer/representative's discretion, to search the person, the motor or vehicle or effects of the employee upon entering and leaving the employer's premises.
9. The employee shall not, except with the consent in writing of the employer, cede or assign his/her right and claim to any remuneration or monies due or to become due and it is agreed that any remuneration earned by the employee or monies due to him/her under the Agreement shall only be paid to the employee personally, except

where the employee is absent from the place where payment is usually made on account of authorised leave absence from duty through, for example, sickness duly certified by a Medical Practitioner, in which case it may be paid his/her agent on receipt of his/her written authority.

10. The employee shall not either during the continuance of his/her employment or thereafter, except in the proper course of his/her duties as such, divulge to any person whomsoever any information concerning the employer, or any of the affairs which may come to his/her knowledge during his/her employment. If at any time during the period of employment the employee shall make or discover any invention any and all improvements thereon at any time, discovered or invented by the employee, shall be ceded to employer and become the sole and absolute property of the employer.
11. The employee agrees that should his/her employment with the employer be terminated for any reason whatsoever, whether he/she accepts the legality of such termination or not, he/she undertakes to forthwith vacate the dwelling quarters provided to him/her by the employer. The employee hereby irrevocably authorises the employer to remove his/her effects and belongings from such dwelling quarters in terms of the aforesaid undertaking.
12. The employee hereby acknowledges having received a copy of this agreement, the content of which he/she understands.
13. Words in this Agreement importing the masculine gender shall apply equally to feminine gender.

Signed for and on behalf of the parties at Pretoria on this..... day of.....

.....
For and on behalf of the
Employer

.....
For and on behalf of the
Employee/Legal Guardian

As witnesses:

1.

2.

FOR OFFICE USE ONLY

I, the undersigned.....hereby confirm that I have explained the meaning of each clause in this Agreement to the above-mentioned employee.

Designation

Date

9. ANNEXURE E: ABSCONDING PROCEDURES

Insert the following as Annexure E:

Should any worker stay away from the workplace for more than two days without any notification of reason of absence, the following recommended procedure must be put in place:

- (1) On third day of absence a telegram must be sent to the home address of employee stating the following:

You have been absent from work for the third day without any notice. Please notify Salon of your reasons for staying away or return to work within 24 hours.

NAME OF EMPLOYER

NAME OF SALON

- (2) On the fourth day of absence a second telegram to be sent stating:

No reply to our previous telegram dated has been received. Please note that should you not return to work or notify us of your reason for absence within 12 hours, your employment with Salon will be deemed to have been terminated.

NAME OF EMPLOYER

NAME OF SALON

- (3) On the fifth day of absence a final telegram to be sent stating:

As no reply to telegrams dated and have been received by Salon your employment with this Salon has been terminated, due to you absconding. Your last day worked being/...../.....

NAME OF EMPLOYER

NAME OF SALON

Telegrams must be in duplicate and a Post Office stamped copy must be kept on file.

The above amendments shall be binding to the parties as from 1 March 2002 and to the non-parties on a date to be determined by the minister.

Signed by both parties at Pretoria on the 20th day of February 2002.

D. S. CLUTTON

Employee Party

W. PIETERSEN

Employer Party

J. E. MBATHA

Secretary of the Council

No. R. 1010**2 August 2002**

LABOUR RELATIONS ACT, 1995

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): RENEWAL OF MAIN COLLECTIVE AGREEMENT

I, Thembinkosi Mkalipi, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notice Nos. R. 1178 of 15 October 1999, R. 169 of 23 February 2002 and R. 163 of 15 February 2002, to be effective from the date of publication of this notice and for the period ending 30 June 2003.

T. MKALIPI

Executive Manager: Collective Bargaining

No. R. 1010**2 Augustus 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): HERNUWING VAN HOOF KOLLEKTIEWE OOREENKOMS

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewing Nos. R. 1178 van 15 Oktober 1999, R. 169 van 23 Februarie 2001 en R. 163 van 15 Februarie 2002, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 2003 eindig.

T. MKALIPI

Uitvoerende Bestuurder: Kollektiewe Bedinging

No. R. 1015**2 August 2002**

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997 (ACT No. 75 OF 1997)

SECTORAL DETERMINATION 4: CLOTHING AND KNITTING SECTOR, SOUTH AFRICA

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 55 (7) (c) of the Basic Conditions of Employment Act, 1997, amend the wording contained in clause 2 (2) (b) (iii) of the Sectoral Determination published in Government Notice No. R. 1007 dated 13 October 2000 to read as follows:

"any manufacturing activity in the clothing, knitting or ladies' stockings industry for which a bargaining council is registered or deemed to have been registered in terms of the Labour Relations Act, and in respect of which that bargaining council has concluded a collective agreement covering essentially the same issues, and which is binding on such employers and employees."

M. M. S. MDLADLANA

Minister of Labour

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