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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 1279

29 October 2004

CORRECTION NOTICE

PROCEDURES FOR THE APPLICATION, ADMINISTRATION AND ALLOCATION OF EXPORT PERMITS UNDER THE TRADE, DEVELOPMENT AND CO- OPERATION AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND THE REPUBLIC OF SOUTH AFRICA

Government Notice 2238 of 14 October 2004 published in Government Gazette 26893 of the said date is hereby corrected by the inclusion of the application form as referred to in paragraphs 2.1, 2.5 and 2.6 of the Notice.

ANNEXURE

APPLICATION FORM FOR EXPORT PERMITS UNDER THE TDCA BETWEEN THE EC AND THE REPUBLIC OF SOUTH AFRICA FOR THE CALENDAR YEAR 2005
(Please duplicate form as necessary for each product)

1. NAME OF EXPORTER:
2. POSTAL ADDRESS: Code:
3. CONTACT PERSON:
4. TELEPHONE NUMBER: Code: Number: Cell no.:
5. FAX NUMBER: Code: Number:
6. COMPANY/CC REGISTRATION NUMBER:
 (NB: First time applicants: Please include a copy of the registration certificate (obtainable from the Department of Trade and Industry (DTI))
7. CUSTOMS CODE NO.:
 (NB: First time applicants: Please include a copy of the Customs Code Certificate (obtainable from SARS))

8. For classification into categories (see item 4.1 of Schedule), please complete:-	Turnover:	Capital investment:	No. of employees:
	R	R

9. APPLICATION - SUBMISSION FOR THE PERIOD 1 JANUARY 2005 - 31 DECEMBER 2005

EC TARIFF HEADING OF PRODUCT	DESCRIPTION OF PRODUCT	QUANTITY APPLYING FOR	COUNTRY EXPORTING TO

10. Summary of
BILLS OF ENTRY
EXPORT/DA 550/32,
etc

Quantity exported over the past 2 or 3 years (as relevant and first time applicants)

PLEASE NOTE: A detailed list of either bills of entry export, or DA 550/32s or Export Certificates) (not copies of documents) must be attached to this application form.

TARIFF HEADING	TOTAL FOR 2000 (where applicable)	TOTAL FOR 2001	TOTAL FOR 2002	GRAND TOTAL

PLEASE COMPLETE AFFIDAVIT ON THE NEXT PAGE. THE AFFIDAVIT ON THE NEXT PAGE IS AN INSEPARABLE PART OF THE APPLICATION FORM.

AFFIDAVIT

I hereby declare that the particulars herein are true and correct.

APPLICANT'S NAME (PRINT): _____ **SIGNATURE:** _____ **DATE:** _____

(to be signed in the presence of a Justice of the Peace or Commissioner of Oaths)

1. I certify that before administering the oath/affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence.

(1) Do you know and understand the contents of the declaration?

Answer

(2) Do you have any objection to taking the prescribed oath?

Answer

(3) Do you consider the prescribed oath to be binding on your conscience?

Answer

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true so help me God" / "I truly affirm that the contents of the declaration are true." The signature/mark of the deponent is affixed to the declaration in my presence.

.....
**JUSTICE OF THE PEACE
COMMISSIONER OF OATHS**

TO BE COMPLETED BY THE JUSTICE OF THE PEACE / COMMISSIONER OF OATHS:

FULL FIRST NAMES AND SURNAME: _____
(BLOCK LETTERS)

DESIGNATION: _____

BUSINESS ADDRESS: _____
(STREET ADDRESS)

DATE: _____

PLACE: _____

No. R. 1280

29 October 2004

AGRICULTURAL PRODUCT STANDARDS ACT, 1990
(ACT No. 119 OF 1990)

**REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF DRY BEANS
INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA: AMENDMENT**

The Minister of Agriculture has under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) –

- (a) made the regulations in the Schedule; and
- (b) determined that the said regulations shall come into operation on the date of publication.

SCHEDULE

Definitions

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 897 of 5 July 2002.

Amendment of regulation 14 of the Regulations

2. Regulation 14 of the Regulations is hereby amended by substitution for subregulation (2) of the following subregulation:

"(2) The expression "Selected" or "Hand selected", or any other word or expression which directly or by implication creates or may create the impression that dry beans are of a special or particular quality shall not appear on a container in which dry beans are packed, or on a label attached to such container: Provided that the expression "hand pick selected" may be used in the case of dry beans sold in bulk if the dry beans –

- (a) comply with at least grade 1 specifications; and
- (b) had been selected by hand."; and

Amendment of Table 1 of the Regulations

3. Table 1 of the Regulations is hereby substituted of the following tables:

No. R. 1280

29 Oktober 2004

WET OP LANDBOUPRODUKSTANDAARDE, 1990
(WET No. 119 VAN 1990)

**REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN MERK VAN
DROËBONE BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA: WYSIGING**

Die Minister van Landbou het kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990) –

- (a) die regulasies in die Bylae uitgevaardig; en
- (b) bepaal dat die genoemde regulasies op datum van publikasie in werking tree.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 897 van 5 Julie 2002.

Wysiging van regulasie 14 van die Regulasies

2. Regulasie 14 van die Regulasies word hierby gewysig deur die vervanging van subregulasie (2) van die volgende subregulasie:

"(2) Die uitdrukkings "Uitgesoek" of "Hand-uitgesoek", of enige ander woord of uitdrukking wat regstreeks of by implikasie die indruk skep of kan skep dat droëbone van 'n spesiale of bepaalde gehalte is, mag nie op 'n houer waarin droëbone verpak is, of op 'n etiket wat aan so 'n houer geheg is, verskyn nie: Met dien verstande dat die uitdrukking "hand pick selected", in die geval van droëbone wat in grootmaat verkoop word, gebruik mag word indien die droëbone –

- (a) aan minstens graad 1 se vereistes voldoen; en
- (b) met die hand uitgesoek is."; en

Wysiging van Tabel 1 van die Regulasies

3. Tabel 1 van die Regulasies word hierby deur die volgende tabelle vervang:

TABLE 1(a)/TABEL 1(a)

EXTENT TO WHICH CERTAIN DEVIATIONS MAY OCCUR IN DRY BEANS WHICH ARE SOLD IN BULK QUANTITIES
 MATE WAARTOE SEKERE AFWYKINGS IN DROËBONE WAT IN GROOTMAATHOEVEELHEDE VERKOOP WORD MAG VOORKOM

[Reg. 4(1)(l); 4(2)(c) and/en 4(3)(b)]

1	2	3	4	5	6	7	8
NATURE OF DEVIATION/AARD VAN AFWYKING	Maximum extent to which deviations may occur in dry beans intended for grading as --/Maksimum mate waartoe afwyking mag voorkom in droëbone bestem vir gradering as --						
	Canning Grade Graad Inmaakgraad	Grade 1 Graad 1	Grade 2 Graad 2	Grade 3 Graad 3	Grade 4 Graad 4	Split beans Gesplete bone	Under grade Ondergraad
1. Foreign matter/Vreemde materiaal [Reg 22]	0,1%	0,25%	0,7%	1,5%	2,0%	-	*
2. Stones and sand/ Klippies en sand [Reg 22]	None/Geen	None/Geen	0,2%	0,6%	0,8%	-	*
3. Total of foreign matter, stones and sand: Provided that such deviations are within the specified limits/ Totaal van vreemde materiaal, klippies en sand: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is	0,1%	0,25%	0,7%	1,5%	2,0%	-	*
4. Defective dry beans/Gebrekkige droëbone [Reg. 23]	1,5%	3,0%	10,0%	20,0%	25,0%	-	*
5. Broken or split dry beans/Gebreekte of gesplete droëbone [Reg 23]	1,0%	5,0%	7,0%	10,0%	15,0%	-	*

1	2	3	4	5	6	7	8
NATURE OF DEVIATION/AARD VAN AFWYKING	Maximum extent to which deviations may occur in dry beans intended for grading as --/Maksimum mate waartoe afwyking mag voorkom in droëbone bestem vir gradering as --						
	Canning Grade Inmaakgraad	Grade 1 Graad 1	Grade 2 Graad 2	Grade 3 Graad 3	Grade 4 Graad 4	Split beans Gesplete bone	Under grade Ondergraad
6. Total of defective and broken or split dry beans and in the case of Canning Grade also include foreign matter, stones and sand: Provided that such deviations are within the specified limits/Totaal van gebrekkige en gebreekte of gesplete droëbone en sluit ook in die geval van Inmaakgraad vreemde materiaal, klippies en sand in: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is	2,0%	5,0%	15,0%	20,0%	25,0%	-	*
7. Not true to type dry beans (not applicable to type group Mixed dry beans)/Nie-tipe-egte droëbone (nie op tipegroep Gemeng van toepassing nie) [Reg 24]	0,2%	1,0%	2,5%	5,0%	7,5%	-	*
8. Dry beans with a broken testa/ Droëbone met 'n gebreekte saadhuid: [Reg 25]							
(a) Phaseolus coccineus L. (Kidney beans in bulk quantities/Nierbone in grootmaathoeveelhede	-	8,0%	12,5%	20,0%	25,0%	-	*
(b) Other dry beans in bulk quantities/Ander droëbone in grootmaathoeveelhede	5,0%	5,0%	7,5%	10,0%	10,0%	-	*

1	2	3	4	5	6	7	8
NATURE OF DEVIATION/AARD VAN AFWYKING	Maximum extent to which deviations may occur in dry beans intended for grading as --/Maksimum mate waartoe afwyking mag voorkom in droëbone bestem vir gradering as --						
	Canning Grade Inmaakgraad	Grade 1 Graad 1	Grade 2 Graad 2	Grade 3 Graad 3	Grade 4 Graad 4	Split beans Gesplete bone	Under grade Ondergraad
9. Dry beans with a wrinkled or cracked testa/Droëbone met 'n geplooid of gekraakte saadheid: [Reg 25]							
(a) Phaseolus coccineus L. (Kidney beans/Nierbone)	-	30,0%	50,0%	60,0%	75,0%	-	*
(b) Other dry beans /Ander droëbone	5,0%	20,0%	30,0%	40,0%	45,0%	-	*
10. Total of dry beans with a broken and a wrinkled or cracked testa: Provided that such deviations are within the specified limits/Totaal van droëbone met 'n gebreke en geplooid of gekraakte saadheid: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is							
(a) Phaseolus coccineus L. (Kidney beans /Nierbone)	-	30,0%	50,0%	60,0%	75,0%	-	*
(b) Other dry beans /Ander droëbone	5,0%	20,0%	30,0%	40,0%	45,0%	-	*

Explanatory note/Verduidelikende nota:

- means not applicable / beteken nie van toepassing
- * means no limit / beteken geen beperking

TABLE 1(b)/TABEL 1(b)

EXTENT TO WHICH CERTAIN DEVIATIONS MAY OCCUR IN DRY BEANS WHICH ARE SOLD IN RETAIL QUANTITIES
MATE WAARTOE SEKERE AFWYKINGS IN DROËBONE WAT IN KLEINHANDELSHOEVEELHEDE VERKOOP WORD MAG VOORKOM

[Reg. 4(1)(l); 4(2)(c) and/en 4(3)(b)]

1	2	3	4	5	6
NATURE OF DEVIATION/AARD VAN AFWYKING	Maximum extent to which deviations may occur in dry beans intended for grading as --/Maksimum mate waartoe afwyking mag voorkom in droëbone bestem vir gradering as --				
	Grade 1 Graad 1	Grade 2 Graad 2	Grade 3 Graad 3	Split beans Gesplete bone	Under grade Ondergraad
1. Foreign matter/Vreemde materiaal [Reg 22]	0,25%	0,7%	1,5%	1,5%	1,5%
2. Stones and sand/ Klippies en sand [Reg 22]	None/Geen	0,2%	0,6%	0,6%	0,6%
3. Total of foreign matter, stones and sand: Provided that such deviations are within the specified limits/ Totaal van vreemde materiaal, klippies en sand: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is	0,25%	0,7%	1,5%	1,5%	1,5%
4. Defective dry beans/Gebrekkige droëbone [Reg. 23]	3,0%	10,0%	20,0%	20,0%	*
5. Broken or split dry beans/Gebreekte of gesplete droëbone [Reg 23]	5,0%	12,0%	15,0%	15% only broken dry beans/slegs gebreekte droëbone	*
6. Total of defective and broken or split dry beans and in the case of Canning Grade also include foreign matter, stones and sand: Provided that such deviations are within the specified limits/Totaal van gebrekkige en gebreekte of gesplete droëbone en sluit ook in die geval van Inmaakgraad vreemde materiaal, klippies en sand in: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is	5,0%	15,0%	20,0%	20,0%	*

1	2	3	4	5	6
NATURE OF DEVIATION/AARD VAN AFWYKING	Maximum extent to which deviations may occur in dry beans intended for grading as --/Maksimum mate waartoe afwyking mag voorkom in droëbone bestem vir gradering as --				
	Grade 1 Graad 1	Grade 2 Graad 2	Grade 3 Graad 3	Split beans Gesplete bone	Under grade Ondergraad
7. Not true to type dry beans (not applicable to type group Mixed dry beans)/Nie-tipe-egte droëbone (nie op tipegroep Gemeng van toepassing nie) [Reg 24]	1,0%	2,5%	5,0%	*	*
8. Dry beans with a broken testa/ Droëbone met 'n gebreekte saadhuud: [Reg 25]					
(a) Phaseolus coccineus L. (Kidney beans /Nierbone)	10,0%	15,0%	20,0%	-	*
(b) Other dry beans /Ander droëbone	5,0%	10,0%	15,0%	-	*
9. Dry beans with a wrinkled or cracked testa/Droëbone met 'n geplooid of gekraakte saadhuud: [Reg 25]					
(a) Phaseolus coccineus L. (Kidney beans /Nierbone)	35,0%	60,0%	75,0%	-	*
(b) Other dry beans /Ander droëbone	20,0%	35,0%	45,0%	-	*
10. Total of dry beans with a broken and a wrinkled or cracked testa: Provided that such deviations are within the specified limits/Totaal van droëbone met 'n gebreekte en geplooid of gekraakte saadhuud: Met dien verstande dat sodanige afwykings binne die gespesifiseerde perke is					
(a) Phaseolus coccineus L. (Kidney beans /Nierbone)	35,0%	60,0%	75,0%	-	*
(b) Other dry beans /Ander droëbone	20,0%	35,0%	45,0%	-	*

Explanatory note/Verduidelikende nota:

- means not applicable / beteken nie van toepassing
- * means no limit / beteken geen beperking

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 1281****29 October 2004**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (SEMI-NATIONAL):
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 Notice No. R. 379 of 27 March 1998, with effect from 8 November 2004.

M. M. S. MDLADLANA**Minister of Labour****No. R. 1281****29 Oktober 2004**

WET OP ARBEIDSVARHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWING

**HAARKAPPER- EN KOSMETOLOGIEDIENSTE BEDINGINGSRAAD (SEMI-NASIONAAL):
KOLLEKTIEWE HOOFOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 379 van 27 Maart 1998 in, met ingang van 8 November 2004.

M. M. S. MDLADLANA**Minister van Arbeid****No. R. 1282****29 October 2004**

LABOUR RELATIONS ACT, 1995

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (SEMI-NATIONAL):
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 (Act No. 66 of 1995), declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Hairdressing and Cosmetology Services Bargaining Council (Semi-National) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that trade, with effect from 8 November 2004, and for the period ending 31 December 2007.

M.M.S. MDLADLANA**Minister of Labour****No. R. 1282****29 Oktober 2004**

WET OP ARBEIDSVARHOUDINGE, 1995

**HAARKAPPER- EN KOSMETOLOGIEDIENSTE BEDINGINGSRAAD (SEMI-NASIONAAL):
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 (Wet No. 66 van 1995), dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Haarkapper- en Kosmetologiedienste Bedingingsraad (Semi-Nasionaal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie bedryf, met ingang van 8 November 2004, en vir die tydperk wat op 31 Desember 2007 eindig.

M.M.S. MDLADLANA**Minister van Arbeid**

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SCHEDULE**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL****(Semi-National)****MAIN COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995, being the Main Agreement entered into between the

Employers' Organisation for Hairdressing, Cosmetology & Beauty ("the employers' organisation" of "EOHCB")

and the

**United Association of South Africa
("the trade union" or "UASA")**

who are the parties to the

**Hairdressing and Cosmetology Services Bargaining Council
(semi-national)
("the council" or "HCSBC")**

in the

**Hairdressing and Cosmetology Services Industry
("the Industry")**

to regulate the terms and conditions of employment in the Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

- 1.1 The terms of this Agreement shall be observed in the Industry by all party and non-party employers and employees engaged in the Industry in the following areas:
 - 1.1.1. "area 1" which means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs;
 - 1.1.2. "area 2" which means the Magisterial Districts of Klerksdorp and Vereeniging;
 - 1.1.3. "area 3" which means the Magisterial District of East London;
 - 1.1.4. "area 4" which means the Magisterial Districts of Port Elizabeth and Uitenhage; and
 - 1.1.5. "area 5" which means the Magisterial Districts of Bloemfontein and Kimberley.
- 1.2 The parties hereby agree that clauses 1.1, 2 and 22.7 of this Agreement shall not apply to non-parties.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expression used in this Collective Agreement which is defined in the Act has the meaning assigned to it in the Act. The masculine includes the feminine and vice versa and the singular includes the plural:

- 3.1 **"the Act"** means the Labour Relations Act, No. 66 of 1995;
- 3.2 **"afro stylist"** means an employee who has a COTT or SSETA Certificate;
- 3.3 **"afro hairdresser with an informal qualification"** means an employee with a certificate from an informal training sector;
- 3.4 **"agreement" or "collective agreement" or "industrial agreement"** means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions, on the one hand, and, on the other hand—
 - 3.4.1 one or more employers;
 - 3.4.2 one or more registered employers' organisations; or
 - 3.4.3 one or more employers and one or more registered employers' organisations;
- 3.5 **"CCMA"** means the Commission for Conciliation, Mediation and Arbitration;
- 3.6 **"COTT"** means the Central Organisation for Trade Testing;
- 3.7 **"casual employee"** means any employee who substitutes for any permanent employee who is employed in the manner and for the purpose described in clause 9.3;

- 3.8 **"certificate to practise hairdressing"** means a qualification certificate issued by COTT or SSETA;
- 3.9 **"commission"** means the amount of money due to an employee in terms of a commission agreement between an employer and employee;
- 3.10 **"commissioner"** means any person appointed by the governing body of the CCMA in terms of section 117 of the Labour Relations Act, No. 66 of 1995;
- 3.11 **"cosmetologist"** means a manicurist or beauty culturist or cosmetologist or cosmetician who performs any one or more of the services referred to in 3.12;
- 3.12 **"cosmetology"** means any one or more of the services usually performed by a manicurist or beauty culturist, or cosmetician or cosmetologist in an establishment and includes, but is not limited to—

- 3.12.1 manicure, pedicure, nail technology, or the application of artificial nails or nail extensions, whatever the substance used, including acrylic, fibre glass or gel;
- 3.12.2 eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- 3.12.3 cosmetic and camouflage makeup of the face and its features, whether by permanent, semi-permanent or temporary means;
- 3.12.4 facial skin care;
- 3.12.5 removal of unwanted or superfluous hair from the head or face by whatever means, other than shaving, but including waxing, chemical depilatories, electrical or mechanical means,

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

- 3.13 **"cosmetology services"** means any one or more or a combination of the practices generally and usually performed by, and known as the profession of, beauty culturists or cosmeticians or cosmetologists or hairdressers, as set out in the council's Certificate of Registration;
- 3.14 **"designated agent"** means any person appointed by the minister in terms of section 33 of the Labour Relations Act, No. 66 of 1995;
- 3.15 **"establishment"** means any premises or workplace in which hairdressing and/or cosmetology services are normally rendered to members of the public for gain and includes the informal sector and private homes;
- 3.16 **"general assistant"** means an employee who is employed in an establishment and who does one or more of the following:
- 3.16.1 Cleaning and/or sweeping premises;
- 3.16.2 cleaning clients' shoes;
- 3.16.3 running errands;
- 3.16.4 providing refreshments to staff and clients of a salon;
- 3.16.5 sanitising and disinfecting tools, equipment and surfaces;
- 3.16.6 washing dishes;
- 3.16.7 doing laundry and ironing;
- 3.17 **"general secretary"** means the chief executive officer of the council;
- 3.18 **"hairdresser"** means any person who, in return for payment, in money and/or in kind, on his own account, or in partnership, or as an employee, performs, or directly or indirectly advertises that he performs, any one or more of the hairdressing and cosmetology services usually performed by a hairdresser;
- 3.19 **"hairdressing"** means any one or more of the hairdressing and cosmetology services usually performed by a hairdresser in an establishment, and includes, but is not limited to—

- 3.19.1 any service to the scalp or the hair of the head or face, including the following:
- 3.19.1.1 shampooing, cleansing, conditioning and treating;
- 3.19.1.2 chemical reformation of the hair, including permanent waving, relaxing and straightening of the hair;
- 3.19.1.3 hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary processes, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tint, bleaches, highlights or high lifting tints or toners;
- 3.19.1.4 hair cutting and shaping;
- 3.19.1.5 barbering services, including shaving and singeing of hair;
- 3.19.1.6 hair styling, designing, shaping, curling, waving, including blow-drying, styling, tonging, crimping, straightening and silking;

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

- 3.19.2 massage or stimulative treatment of the face, scalp or neck;

- 3.19.3 adding hair, either natural or artificial, including hair extensions, board work, postiche, wigmaking, or performing any of the above operations on any wig or hairpiece to be worn by any person;
- 3.19.4 trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair and scalp;
- 3.20 **"junior operator"** applicable only to area 5, means an employee who is employed in an establishment and who performs the same duties as those set out in clause 3.29 below;
- 3.21 **"learner" or "learner hairdresser"** means any employee who is in training under a written learnership contract registered with the SSETA, in terms of the Skills Development Act, No. 97 of 1998, and includes a minor;
- 3.22 **"legal owner"** means the person or persons who are the sole proprietors, in a partnership, close corporation or company; and who own the establishment;
- 3.23 **"manager/ess"** means an employee who is employed to manage and oversee the day-to-day functions of the establishment, including—
 - 3.23.1 quality control;
 - 3.23.2 staff management;
 - 3.23.3 training and development of staff;
 - 3.23.4 stock control;
 - 3.23.5 time management;
 - 3.23.6 marketing and promotions;
 - 3.23.7 administration, accounts and orders;
 - 3.23.8 grievance and disciplinary procedures;
 - 3.23.9 salon maintenance and security;
 - 3.23.10 housekeeping and running costs; and
 - 3.23.11 cash control;
- 3.24 **"minor"** means an employee who is 16 years of age or more, but who has not yet attained the age of majority, which is 21 years;
- 3.25 **"multi-skilled qualified hairdresser"** means a person who—
 - 3.25.1 has completed a learnership; or
 - 3.25.2 holds a trade test certificate issued by COTT or the SSETA; or
 - 3.25.3 holds a certificate of proficiency under the Training of Artisans Act, 1951; or
 - 3.25.4 holds any qualification which the council in consultation with the SSETA may recognise as a qualification, whether or not obtained in the Republic of South Africa; or
 - 3.25.5 holds a master's certificate of the employers' organisation from any division thereof; or
 - 3.25.6 holds a certificate of competency in hairdressing issued by any bargaining council before the coming into force of this Collective Agreement;
- 3.26 **"non-party"** means any employer or employee who is not a member of a registered employers' organisation or trade union which is party to the council;
- 3.27 **"non-scheduled employees"** means the category of employees employed in an establishment for whom remuneration is not prescribed in this Agreement;
- 3.28 **"non-working employer"** means the owner of an establishment who is a legal or natural person, but who is not entitled to practise hairdressing;
- 3.29 **"operator"** means an employee who is employed in an establishment and who performs one or more of the following activities:
 - 3.29.1 Draping, brushing, shampooing and/or drying client's hair;
 - 3.29.2 removing veils, pins, rollers, clips and other setting aids;
 - 3.29.3 preparing clients for highlighting of hair;
 - 3.29.4 applying instant conditioners; rinses or colour shampoos;
 - 3.29.5 placing clients under or removing clients from driers;
 - 3.29.6 applying perm lotions;
 - 3.29.7 neutralising and rinsing perms and relaxers;
 - 3.29.8 pulling out highlights and applying bleach over a highlight cap;
 - 3.29.9 giving clients scalp treatments by the application of any hairdresser treatment products prescribed by the manufacturer of that product, excluding any treatment performed by infra-red ray, ultra-violet ray, or thermo treatment;

- 3.29.10 tinting and applying colour (permanent and semi-permanent) and applying toners and/or bleach;
- 3.29.11 cleaning and/or sweeping premises;
- 3.29.12 cleaning clients' shoes;
- 3.29.13 running errands;
- 3.29.14 providing refreshments to staff and customers of an establishment;
- 3.29.15 sanitising and disinfecting tools, equipment and surfaces;
- 3.29.16 washing dishes;
- 3.29.17 doing laundry and ironing;
- 3.31 **"part-time employee"** means an employee who is employed for not less than one day per week and not more than three days per week;
- 3.32 **"party"** means any employer or employee who is a member in good standing of a registered employers' organisation or trade union which is party to the council;
- 3.32 **"premium"** means the payment of consideration, whatsoever the nature, in return for the training of any person in hairdressing;
- 3.33 **"receptionist and/or telephonists"** means an employee who is employed in an establishment and who performs one or more of the following activities:
 - 3.33.1 receives clients and/or books appointments;
 - 3.33.2 keeps accounts and records;
 - 3.33.3 does any clerical work;
 - 3.33.4 handles cash;
 - 3.33.5 is responsible for counter sales;
 - 3.33.6 is responsible for stock control;
 - 3.33.7 is responsible for advertising and promotion;
 - 3.33.8 arranges merchandising displays;
- 3.34 **"representative"** means a person appointed by any party to represent a party to the council;
- 3.35 **"SDA"** means the Skills Development Act, No. 97 of 1998;
- 3.36 **"SSETA"** means the Services Sector Education and Training Authority;
- 3.37 **"scheduled employees"** means the category of employees employed in an establishment for whom remuneration is prescribed in this Agreement.
- 3.38 **"secretary"** means the secretary of the council, acting under the directions of the general secretary, if the council has appointed a general secretary, and includes a deputy secretary, an assistant secretary or an acting secretary;
- 3.39 **"senior operator"**, applicable only to area 5, means an employee who is employed in an establishment and who performs the same duties as those set out in clause 3.29 above, and includes blow-waving, setting and winding perms;
- 3.40 **"training provider"** means an institution accredited by the SSETA to provide accredited training registered with the South African Qualifications Authority;
- 3.41 **"unskilled hairdresser"** means a person who does not hold any qualification in hairdressing, and who, wholly or mainly, performs one of the following tasks:
 - 3.41.1 braiding or plaiting;
 - 3.41.2 cutting only;
 - 3.41.3 adding hair extensions only;
- 3.42 **"wage" or "remuneration"** means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person's working for any other person, and "remunerate" has a corresponding meaning: Provided that if any employer regularly pays an employee a higher amount than that prescribed in this Agreement it shall mean the higher amount.
- 3.43 **"working employer"** means an employer who renders services at an establishment.

4. SECTOR AND AREA

The sector and area for which the council has been established is hairdressing and cosmetology services ("the Industry"), as defined in the council's Certificate of Registration, and this Agreement applies only to persons who fall within the council's registered scope.

5. PROHIBITION OF CERTAIN ACTS

- 5.1 No legal owner may operate an establishment that is not registered with the council.
- 5.2 No legal owner may carry on business at an establishment unless—
 - 5.2.1 it has been registered with the council;
 - 5.2.2 in the case of a hairdressing establishment where the legal owner is a non-working owner, at least one qualified certificate holder employed;
 - 5.2.3 a certificate to practise hairdressing has been issued to every hairdresser in the employer's employ.
- 5.3 No employee may work as a hairdresser or cosmetologist unless the establishment in which he works has been registered with the council.
- 5.4 No person may perform any act defined under hairdressing in an establishment unless he is qualified to practise hairdressing, or is a learner, general assistant, or an operator.
- 5.5 No person under the age of 16 years may be engaged to perform any hairdressing and/or cosmetology service.

6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT

- 6.1 Before commencing business a person proposing to employ anyone in the Industry shall apply to the council in the form specified in Annexure B for registration of his establishment. A separate application shall be completed in respect of every establishment owned or operated by an employer.
- 6.2 Every application for registration shall comply with clause 5, and the applicant shall not be a disqualified person. No disqualified person may own or operate an establishment.
- 6.3 For the purposes of this clause a disqualified person is any natural or legal person who, at the time of their application—
 - 6.3.1 owes any sum to any employee or former employee in the Industry in respect of remuneration or wages, which remain unpaid in contravention of this Agreement or any former industrial agreement; and/or
 - 6.3.2 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; and/or
 - 6.3.3 has failed to pay the contributions of any employee, whether wholly or in part, to any benefit fund in contravention of the terms of any of the council's collective agreements or former industrial agreements.
- 6.4 In the event of a change in any of the particulars referred to in the completed Annexure B, an employer shall be required to notify the council thereof within 14 days of the change. Until the council has received notification of the change, the employer shall remain bound by the particulars of the business of which the council is aware, and in addition shall be liable for both the financial consequences of the failure to give notice and of the change.

7. CONTROL OF PREMISES

- 7.1 In the interests of promoting job creation and maintenance—
 - 7.1.1 an employer who owns or operates an establishment may lease the premises in which the business is carried on jointly with any other person, including a partner who is engaged in the same business;
 - 7.1.2 an employer who owns or operates an establishment may lease or subb-let any part of the premises in which the business is carried on, or share those premises with any person, including someone who is a hairdresser and it will not be a contravention of this subclause if a hairdressing establishment shares premises with a cosmetologist.
- 7.2 Legal owners who are operating under such an arrangement shall register with the council as independent employers.
- 7.3 Every owner of an establishment, and every person in charge of an establishment, 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 is being carried on, and every such owner shall hereby be deemed to have consented to the disclosure by the landlord to the council of all relevant particulars of the lease of the premises.

8. TRAINING CONTRACTS

- 8.1 No employer may employ any person as a learner except under a learnership contract registered with the SSETA.
- 8.2 A learnership contract shall be—
 - 8.2.1 in writing and signed personally by the learner, or on his behalf, and by the employer;
 - 8.2.2 concluded within 90 days after the date of commencement of employment;
 - 8.2.3 in substantially the same form as the learnership contract prescribed by SSETA in terms of regulations made under the SDA.
- 8.3 An employer shall be forbidden to accept a premium for the training of any person as a hairdresser, except as authorised by the SSETA.

- 8.4 The council may authorise an employer to employ any person over the age of 16 years as a learner in any one of the fields of hairdressing recognised by the SSETA. The learnership contract shall be governed by the provisions of the SDA.
- 8.5 The training schedules specified by the SSETA for a learner engaged in hairdressing and cosmetology services shall apply to any training and the employer shall be obliged to ensure that the learner is provided with the training as prescribed by the SSETA from time to time.
- 8.6 The employer shall be obliged to give a learner time off to attend the courses that a learner would be obliged to undergo at a training institution. The provisions of the learnership agreement relating to the attendance of such courses shall apply with the changes required by the context.
- 8.7 A learner shall be paid in accordance with the SSETA's prescribed learnership allowances.

9. SECURITY OF EMPLOYMENT

- 9.1 No employer may employ any employee to perform any hairdressing and/or cosmetology services other than as prescribed by this Collective Agreement.
- 9.2 An employer may not employ any person under the age of 16 years. A person over the age of 16, but under the age of 18 years, may only be employed under the following circumstances:
 - 9.2.1 During the probation period allowed by the SDA;
 - 9.2.2 in terms of a learnership or a learnership contract registered with the SSETA;
 - 9.2.3 as a qualified hairdresser with a certificate to practise hairdressing endorsed by COTT;
 - 9.2.4 as a general assistant;
 - 9.2.5 as an operator;
 - 9.2.6 as a receptionist/telephonist.
- 9.3 Casual employees may only be employed to replace employees or working employers who are temporarily absent on any leave.
- 9.4 An employer who employs a casual employee shall—
 - 9.4.1 notify the council in writing, of the employment of a casual employee, within 14 days of employing such a person; and
 - 9.4.2 notify the council in writing with seven days of the determination of the services of the casual employee.
- 9.5 Until such time as an employer has notified the council of the engagement of a casual employee, that the employee shall, for the purposes of all of the Collective Agreements operated by the council, be regarded as being in full-time employment and shall be entitled to all the rights and subject to all the liabilities of a permanent employee.
- 9.6 The ratio of operators to hairdressers with a certificate to practise hairdressing shall not be allowed to exceed—
 - 9.6.1 one operator to the first qualified hairdresser; and thereafter
 - 9.6.2 one operator to every two qualified hairdressers.
- 9.7 No employer may employ any person as a hairdresser unless that person is the holder of a valid and recognised qualification in hairdressing and/or cosmetology.
- 9.8 An employer shall be obliged every month to submit to the council on the form prescribed in Annexure A ("the return form") the full names of all persons employed in the establishment, including learners.
- 9.9 Every employer shall notify the council in writing within fourteen (14) days that 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 clause 22 of this Agreement.
- 9.10 An employer shall—
 - 9.10.1 provide each employee with a letter of appointment detailing—
 - 9.10.1.1 the employee's full names;
 - 9.10.1.2 date of commencement of service;
 - 9.10.1.3 the employee's job title;
 - 9.10.1.4 the basic remuneration or wage for that job; and
 - 9.10.1.5 the normal hours of work;
 - 9.10.2 provide each employee with a copy of the employee's letter of appointment, signed by the employee and the employer, with witnesses thereto;
 - 9.10.3 retain in a safe place a copy of each such letter, signed by the employee and the employer, with witnesses thereto;
 - 9.10.4 make available copies of each letter for inspection by the designated agents of the council at all reasonable times.

10. PART-TIME EMPLOYEES

- 10.1 The working hours of part-time employees shall be as follows:
- 10.1.1 A part-time employee employed for one day per week may not be employed for more than nine hours per day.
 - 10.1.2 A part-time employee employed for two days per week may not be employed for more than nine hours per day and not more than 18 hours per week;
 - 10.1.3 A part-time employee employed for three days per week may not be employed for more than nine hours per day and not more than 27 hours per week;
- 10.2 An employer who employs a part-time employee shall notify the Council of that fact in within 14 days (or on the next return form) of employing such a person.
- 10.3 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.
- 10.4 Until such time as an employer has complied with clause 10.2 and 10.3 that part-time employee shall be regarded as being a permanent employee for the purposes of all of the Collective Agreements operated by the council, and shall be entitled to all of the rights and subject to all the liabilities of a permanent employee.
- 10.5 The remuneration of part-time employees shall be calculated as follows:
- 10.5.1 A part-time employee employed for one day per week shall receive the prescribed salary divided by 26 = daily rate;
 - 10.5.2 A part-time employee employed for two days per week shall receive the prescribed salary divided by 26 = daily rate x 2;
 - 10.5.3 A part time employee employed for three days per week shall receive the prescribed salary divided by 26 = daily rate x 3.
- 10.6 The leave of part-time employees shall be as follows:
- 10.6.1 A part time employee shall be entitled to one day's leave for every 17 days worked;
 - 10.6.2 A part time employee employed for one day per week shall be entitled to three days' leave per year, calculated as follows:

$$1 \text{ day} \times 52 \text{ weeks} = 52 \text{ divided by } 17 = 3 \text{ days}$$
 - 10.6.3 A part time employee employed for two days per week shall be entitled to six days' leave per year, calculated as follows:

$$2 \text{ days} \times 52 \text{ weeks} = 104 \text{ divided by } 17 = 6 \text{ days}$$
 - 10.6.4 A part-time employee employed for three days per week will be entitled to nine days' leave per year, calculated as follows:

$$3 \text{ days} \times 52 \text{ weeks} = 156 \text{ divided by } 17 = 9 \text{ days}$$

11. COMMISSION AGREEMENTS

- 11.1 In all areas, an employer and an employee who is a hairdresser, may agree that the employee is to receive commission on services or sales or both (a commission agreement). However, a hairdresser in all areas, except in area 4, shall be restricted to a commission agreement which complies with Annexure C.
- 11.2 A commission agreement shall be in writing and signed personally by the employee and by or on behalf of the employer, and shall contain the following particulars:
- 11.2.1 The identity of the parties and the basic remuneration or wage agreed upon if the basic wage is higher than the prescribed remuneration;
 - 11.2.2 the rate of commission, and the condition of entitlement;
 - 11.2.3 the day of the week or month when commission earned shall be due and payable;
 - 11.2.4 the period of notice to be given by the employer or the employee to cancel or re-negotiate the terms and conditions under which the commission is payable and commission payable in terms of this clause shall be entered in the remuneration book in the same manner as remuneration.
- 11.3 The commission agreement shall be signed by both the employee and the employer, in the presence of two witnesses.
- 11.4 Every employer shall within seven days of being requested to do so supply the council with a copy of every commission agreement concluded with a qualified hairdresser.
- 11.5 In all areas, except area 4, all qualified hairdressers shall be deemed to be employed in terms of a commission agreement which complies with Annexure C.
- 11.6 Except in area 4, if a commission agreement is not in writing then, whether or not it complies with this clause, it shall for all purposes be deemed to provide that the employee is entitled to commission on the gross takings at a rate of 40%. In area 4, if there is no commission agreement, it will be deemed that the employee receives the prescribed basic salary.

- 11.7 If the employer is unable to produce a record of takings for an employee employed, or deemed to be employed, in terms of a commission agreement, and 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.

12. PAYMENT OF REMUNERATION or WAGES AND AUTHORISED DEDUCTIONS

- 12.1 An employer shall pay wages or remuneration at not less than, and a employee shall not accept remuneration at rates lower than, those set out in the Remuneration/Wage Schedule attached hereto, and to be read as part hereof;
- 12.2 Nothing in this clause shall operate to permit a reduction in the remuneration 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.
- 12.3 The provisions of 12.2 also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by the same employer.
- 12.4 Wages or remuneration may be paid weekly or monthly, as may have been agreed between the employer and employee. If the employment is terminated before the usual pay day, the wages shall be payable within seven days of the effective date of termination.
- 12.5 The wage or remuneration shall be placed in a sealed envelope which shall contain, in writing, the following details:
- 12.5.1 The employer's name and address;
 - 12.5.2 the full names and occupation of the employee;
 - 12.5.3 the period for which the payment is made;
 - 12.5.4 the employee's wage or remuneration in money;
 - 12.5.5 the amount and purpose of any deduction made from the remuneration;
 - 12.5.6 the actual amount paid to the employee; and
 - 12.5.7 if relevant to the calculation of that employee's wage or remuneration—
 - 12.5.7.1 the employee's rate of wage or remuneration and overtime rate;
 - 12.5.7.2 the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
 - 12.5.7.3 the number of hours worked by the employee on a public holiday during that period.
- 12.6 The written information required in terms of 12.5 shall be given to each employee—
- 12.6.1 at the workplace or at a place agreed to by the employee; and
 - 12.6.2 during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.
- 12.7 An employer may not make any deduction from an employee's wage or remuneration unless the deduction—
- 12.7.1 is required or permitted in terms of a law, court order, arbitration award, or in terms of clause 22 of this Agreement; or
 - 12.7.2 is in respect of contributions to the council, in terms of this Agreement; or
 - 12.7.3 is in respect of subscriptions and levies to the union, if any; or
 - 12.7.4 is in respect of contributions to the Hairdressing Trade Sick Pay Fund (the Sick Pay Fund) and the hci Provident Fund, if any; or
 - 12.7.5 is in respect of VAT permitted to be deducted from the retail product sales for the purposes of calculating commission on such sales in the case of a hairdresser; or
 - 12.7.6 subject to 12.8, the employee agrees in writing to the deduction in respect of a debt incurred whilst in employment.
- 12.8 A deduction in terms of 12.7.6 may be made to reimburse an employer for loss or damage only if—
- 12.8.1 the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - 12.8.2 the employer followed a fair procedure and gave the employee a reasonable opportunity to show why the deductions should not be made;
 - 12.8.3 the total amount of the debt does not exceed the actual amount of the loss or damage; and
 - 12.8.4 the total deductions from the employee's remuneration in terms of this clause do not exceed one-quarter of the employee's remuneration in money.
- 12.9 A deduction in terms of 12.7.6 in respect of any goods purchased by the employee shall specify the nature and quantity of the goods.
- 12.10 An employer who deducts an amount from an employee's remuneration in terms of 12.7.1 to 12.7.5 for payment to another person shall pay the amount to such person in accordance with the time period and other requirements specified in any law, court order, arbitration award, or in clause 22 of this Collective Agreement.

12.11 An employer may not require or permit an employee to—

- 12.11.1 repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
- 12.11.2 acknowledge receipt of an amount greater than the remuneration actually received.

12.12 Payment of contributions to benefit funds shall be dealt with as follows:

- 12.12.1 For the purposes of this clause, a benefit fund is a pension, provident, retirement, medical aid or similar fund.
- 12.12.2 An employer who deducts from an employee's remuneration any amount for payment to a benefit fund shall pay the amount to the fund within seven days of the deduction's being made.
- 12.12.3 Any contribution that an employer is required to make to a benefit fund on behalf of an employee that is not deducted from the employee's remuneration shall be paid to the fund within seven days of the end of the period in respect of which the payment is made.
- 12.12.4 This clause shall not affect any obligation on an employer in terms of the rules of a benefit fund to make any payment within a shorter period than that required by 12.12.2 or 12.12.3.

12.13 Wages which are payable weekly shall be paid by no later than the close of business on the Friday of each week. If Fridays falls on a public holiday, payment shall be made not later than the close of business on the Thursday.

12.14 Remuneration which is payable monthly shall be paid not later than the last working day of that month.

12.15 Payment of wage or remuneration shall take place as follows:

- 12.15.1 Any employer shall pay to an employee any remuneration or wage that is paid in money—
 - 12.15.1.1 in South African currency;
 - 12.15.1.2 daily, weekly, fortnightly or monthly; and
 - 12.15.1.3 in cash, by cheque or by direct deposit into an account designated by the employee.
- 12.15.2 Any remuneration paid in cash or by cheque shall be given to each employee—
 - 12.15.2.1 at the workplace or at a place agreed to by the employee;
 - 12.15.2.2 during the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and
 - 12.15.2.3 in a sealed envelope which shall become the property of the employee.
- 12.15.3 An employer shall pay wages or remuneration not later than seven days after the termination of the contract of employment.
- 12.15.4 Clause 12.15.3 shall not apply to any pension or provident fund payment to an employee that is made in terms of the rules of the fund.
- 12.15.5 Payment of wages or remuneration shall be made at the place where the employee is actually engaged or employed at the time of payment of the salaries.

12.16 Remuneration and wages shall be calculated as follows:

- 12.16.1 For the purposes of calculating the wage of an employee by time, an employee shall be deemed ordinarily to work—
 - 12.16.1.1 45 hours in a week, unless the employee ordinarily works a lesser number of hours in a week;
 - 12.16.1.2 nine hours in a day, or seven and a half hours in the case of an employee who works for more than five days a week, or the number of hours that an employee works in a day in terms of an agreement concluded in accordance with section 11 of the Basic Conditions of Employment Act, 1997 Act, unless the employee ordinarily works a lesser number of hours in a day.
- 12.16.2 An employee's monthly remuneration shall be four and one-third times the employee's weekly wage;
- 12.16.3 If an employee's remuneration or wage is calculated, either wholly or in part, on a basis other than time or if an employee's remuneration or wage fluctuates significantly from period to period, any payment to that employee in terms of this Agreement shall be calculated by reference to the employee's remuneration or wage during—
 - 12.16.3.1 the preceding 13 weeks; or
 - 12.16.3.2 if the employee has been in employment for a shorter period, that period.

12.17 After an employee has been in continuous service with the same establishment or the same employer/s—

- 12.17.1 for a period of five consecutive years of service, the employee shall be entitled thereafter to additional wages calculated at the rate of 5% of the prescribed monthly wage for that category of employee;

- 12.17.2 for a period of ten consecutive years of service, the employee shall be entitled thereafter to additional wages calculated at the rate of 10% of the prescribed monthly wage for that category of employee.
- 12.18 The term "continuous service" includes any period of service with the same establishment or employer—
- 12.18.1 prior to the coming into effect of this Agreement;
- 12.18.2 during maternity leave permitted by this Agreement;
- 12.18.3 even if, after the date of coming into operation of this provision, those services are terminated by the employer, as long as the employee is re-engaged by the same establishment or employer and the interval between the termination and re-engagement does not exceed 90 days.
- 12.19 Remuneration specified for a hairdresser in the Remuneration/Wage Schedule for all areas, except area 4, shall be exclusively for the purpose of calculating public holiday pay, leave pay, hci Provident Fund contributions, sick pay and Sick Pay Fund contributions.

HAIRDRESSING AND COSMETOLOGY SERVICES

BARGAINING COUNCIL

(Semi-National)

REMUNERATION/WAGE SCHEDULE

(Clause 12.1)

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

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R2 698,00	N/A	N/A
Thereafter	R3 851,00	R4 044,00	R4 236,00
HAIRDRESSER with Code Afro:	R2 161,00	R2 269,000	R2 377,00
APPRENTICE:			
Module 0	R1 129,00	N/A	N/A
Module 1	R1 167,00		
Module 2	R1 230,00		
Module 3	R1 293,00		
Module 4	R1 355,00		
Module 5	R1 418,00		
Module 6	R1 481,00		
Manicurist and/or Beauty Culturist:			
First three months of experience	R1 063,00	N/A	N/A
Second three months of experience	R1 227,00		
Third three months of experience	R1 554,00		
Thereafter	R2 739,00	R2 876,00	R3 013,00

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
RECEPTIONIST:.....	R2 616,00	R2 747,00	R2 878,00
OPERATOR	R2 388,00	R2 507,00	R2 627,00
GENERAL ASSISTANT: (exemption for this category must be applied for)	R1 476,00	R1 550,00	R1 624,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

HAIRDRESSING AND COSMETOLOGY SERVICES**BARGAINING COUNCIL****(Semi-National)****REMUNERATION/WAGE SCHEDULE****ABLERTON (area 1)****ANNEXURE A**

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R1 704,00	N/A	N/A
Thereafter	R2 272,00	R2 386,00	R2 499,00
HAIRDRESSER with Code Afro:	R1 579,00	R1 658,000	R1 737,00
APPRENTICE:			
Module 0	R1 008,00	N/A	N/A
Module 1	R1 042,00		
Module 2	R1 098,00		
Module 3	R1 154,00		
Module 4	R1 210,00		
Module 5	R1 266,00		
Module 6	R1 322,00		
Manicurist and/or Beauty Culturist:			
First three months of experience	R 623,00		

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
Second three months of experience.....	R 727,00	N/A	N/A
Third three months of experience.....	R 906,00		
Thereafter	R1 608,00	R1 688,00	R1 769,00
RECEPTIONIST:.....	R1 594,00	R1 674,00	R1 753,00
OPERATOR	R1 555,00	R1 633,00	R1 711,00
GENERAL ASSISTANT: (exemption for this category must be applied for)	R 826,00	R 867,00	R 909,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**(Semi-National)****REMUNERATION/WAGE SCHEDULE****(Clause 12.1)**

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

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R1 988,00	N/A	N/A
Thereafter	R2 649,00	R2 781,00	R2 914,00
HAIRDRESSER with Code Afro:	R1 840,00	R1 932,000	R2 024,00
APPRENTICE:			
Module 0	R 937,00	N/A	N/A
Module 1	R 977,00		
Module 2	R1 042,00		
Module 3	R1 107,00		
Module 4	R1 173,00		
Module 5	R1 238,00		
Module 6	R1 304,00		

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
MANICURIST and/or BEAUTY CULTURIST:			
First three months of experience	R 720,00	N/A	N/A
Second three months of experience	R 840,00		
Third three months of experience	R1 047,00		
Thereafter	R1 858,00	R1 951,00	R2 044,00
RECEPTIONIST:	R1 842,00	R1 934,00	R2 026,00
OPERATOR:	R1 739,00	R1 826,00	R1 913,00
GENERAL ASSISTANT: (exemption for this category must be applied for)	R 946,00	R 993,00	R1 041,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**(Semi-National)****REMUNERATION/WAGE SCHEDULE****(Clause 12.1)**

Remuneration/Wages payable in "area 3" which means the Magisterial Districts of Border (East London).

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED) with QET, QA or CQ:			
First year after qualifying	R1 961,00	R2 059,00	R2 157,00
Thereafter	R2 394,00	R2 514,00	R2 633,00
HAIRDRESSER (QUALIFIED) with COTT or MC:			
First year after qualifying	R2 394,00	R2 514,00	R2 633,00
Thereafter	R2 823,00	R2 964,00	R3 105,00
APPRENTICE:			
Module 0	R1 135,00	N/A	N/A
Module 1	R1 186,00		
Module 2	R1 265,00		
Module 3	R1 343,00		

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
Module 4	R1 414,00		
Module 5	R1 503,00		
Module 6	R1 583,00		
MANICURIST and/or BEAUTY CULTURIST:			
First year of experience	R1 656,00	N/A	N/A
Thereafter	R2 045,00	R2 147,00	R2 250,00
RECEPTIONIST and/or TELEPHONIST:			
First year of experience	R2 045,00	N/A	N/A
Thereafter	R2 441,00	R2 563,00	R2 685,00
OPERATOR	R1 342,00	R1 409,00	R1 476,00
GENERAL ASSISTANT: (exemption for this category must be applied for)	R1 201,00	R1 261,00	R1 321,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

HAIRDRESSING AND COSMETOLOGY SERVICES**BARGAINING COUNCIL****(Semi-National)****REMUNERATION/WAGE SCHEDULE****(Clause 12.1)**

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

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R2 024,00	N/A	N/A
Thereafter	R2 248,00	R2 360,00	R2 473,00
HAIRDRESSER with COTT Certificate:			
First year after qualifying	R2 248,00	N/A	N/A
Thereafter	R2 554,00	R2 682,00	R2 809,00
APPRENTICE:			
Module 0	R1 089,00		

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
Module 1	R1 145,00	N/A	N/A
Module 2	R1 201,00		
Module 3	R1 257,00		
Module 4	R1 313,00		
Module 5	R1 369,00		
Module 6	R1 425,00		
Manicurist and/or Beauty Culturist:			
First year of experience	R1 636,00	N/A	N/A
Thereafter	R2 126,00	R2 232,00	R2 339,00
RECEPTIONIST and/or TELEPHONIST:			
First year of experience	R1 855,00	N/A	N/A
Thereafter	R2 246,00	R2 358,00	R2 471,00
OPERATOR	R1 455,00	R1 528,00	R1 601,00
GENERAL ASSISTANT: (exemption for this category must be applied for)	R1 247,00	R1 309,00	R1 372,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

HAIRDRESSING AND COSMETOLOGY SERVICES**BARGAINING COUNCIL****(Semi-National)****REMUNERATION/WAGE SCHEDULE****(Clause 12.1)**

Remuneration/Wages payable in "area 5" which means the Magisterial District of Bloemfontein (excluding Kimberley).

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R1 322,00	N/A	N/A
Thereafter	R1 563,00	R1 641,00	R1 719,00

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
APPRENTICE:			
Module 0	R 751,00	N/A	N/A
Module 1	R 782,00		
Module 2	R 835,00		
Module 3	R 887,00		
Module 4	R 940,00		
Module 5	R 992,00		
Module 6	R1 045,00		
Manicurist and/or Beauty Culturist:			
First three months of experience	R 623,00	N/A	N/A
Second three months of experience	R 727,00		
Third three months of experience	R 906,00		
Thereafter	R1 350,00	R1 418,00	R1 485,00
RECEPTIONIST:	R1 347,00	R1 414,00	R1 482,00
OPERATOR:			
Junior operator	R1 086,00	R1 140,00	R1 195,00
Senior operator	R1 277,00	R1 341,00	R1 405,00
GENERAL ASSISTANT:			
(exemption for this category must be applied for)	R 624,00	R 655,00	R 686,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

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

Remuneration/Wages payable in Kimberley (area 5)

ANNEXURE A

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
HAIRDRESSER (QUALIFIED):			
First year after qualifying	R1,322,00	N/A	N/A
Thereafter	R1,563,00	R1,641,00	R1,719,00

EMPLOYEE	Wage per month		
	Less than 5 years service	After 5 completed years (+ 5%)	After 10 completed years (+ 10%)
APPRENTICE:			
Module 0	R 751,00	N/A	N/A
Module 1	R 782,00		
Module 2	R 835,00		
Module 3	R 887,00		
Module 4	R 940,00		
Module 5	R 992,00		
Module 6	R1 045,00		
Manicurist and/or Beauty Culturist:			
First three months of experience	R 623,00	N/A	N/A
Second three months of experience	R 727,00		
Third three months of experience	R 906,00		
Thereafter	R1 350,00	R1 418,00	R1 485,00
RECEPTIONIST:	R1 347,00	R1 414,00	R1 482,00
OPERATOR:			
Junior Operator	R1 059,00	R1 112,00	R1 165,00
Senior Operator	R1 247,00	R1 309,00	R1 372,00
GENERAL ASSISTANT:			
(exemption for this category must be applied for)	R 624,00	R 655,00	R 686,00

CASUAL EMPLOYEE:

An employee who substitutes for any permanent employee who is sick or on leave. Salary to be calculated at the daily rate for that category, as per *Government Gazette* No. 18750.

13. RECORDS TO BE KEPT BY AN EMPLOYER

- 13.1 Every employer shall be obliged to keep a wage record in the form specified in Annexure E: Wage Register to this Agreement showing—
- 13.1.1 the dates in respect of which wages or remuneration are paid from time to time;
 - 13.1.2 the gross wages or remuneration payable in respect of each employee;
 - 13.1.3 details of all deductions made by the employer and the reason for the deduction; and
 - 13.1.4 the nett amount paid to each employee and the date and method of payment.
- 13.2 Every employer shall be obliged to keep a register of the takings of the establishment showing—
- 13.2.1 the date to which each entry relates;
 - 13.2.2 the name or identifying mark of each customer who received any service in the establishment;
 - 13.2.3 the nature of the service provided to each customer, and the price thereof;
 - 13.2.4 the name of the person who provided the service to each customer on behalf of the establishment; and
- 13.2.5 the amount charged by the establishment for goods sold to each customer who received any service in the establishment;

- 13.3 Every employer shall keep an attendance register for each employee in the form prescribed in Annexure D, and shall record in that register the name and occupation of every employee.
- 13.4 Every employee shall record in the attendance register—
and it shall be the duty of the employer to ensure that the register is correctly completed by every employee. If an employee fails, refuses or neglects to complete the register, the council shall within 14 days be notified of that fact in writing by the employer.
- 13.4.1 his signature;
 - 13.4.2 the time he commenced work;
 - 13.4.3 the time of commencement and termination of each meal break or of the day off in lieu of a meal break;
 - 13.4.4 the time of leaving work for that day,
 - 13.4.5 the time of any leave of absence from work in terms of this Agreement;
- 13.5 If an employee is unable to read or write, the employer may on his behalf make and sign the necessary entries in the attendance register.
- 13.6 Every entry in every register required to be kept by an employer in terms of this clause shall be—
- 13.6.1 in ink or ball-point pen, but not in pencil;
 - 13.6.2 accurate in all material respects.
- 13.7 Every register required to be kept by an employer in terms of this clause shall be—
- 13.7.1 kept in the establishment at all times and be made available to a designated agent of the council upon request;
 - 13.7.2 retained by the employer for a period of three years from the date of the last entry in it.

14. HOURS OF WORK

- 14.1 The ordinary hours of work of an employee in the Industry may not exceed 45 hours, or six days (including a Sunday), per week.
- 14.2 All hours of work of an employee shall be consecutive, except for meal intervals.
- 14.3 An employee may not be permitted or acquired to work in excess of nine hours per day, for five days per week.
- 14.4 The hours of work on each day shall be subject to the following rules:
- 14.4.1 Each employee shall be entitled to at least a 30-minute meal interval between 12:00 and 14:00.
 - 14.4.2 No employee may be required or permitted to work for a continuous period of more than five hours without an uninterrupted meal interval.
 - 14.4.3 Periods of work interrupted by an interval of less than 15 minutes shall be deemed to be continuous.
- 14.5 In lieu of the 30-minute meal interval each day, an employer and employee may agree, at the time of commencement of employment, that the employee shall be given a day off per week, subject to the following rules:
- 14.5.1 If the day off falls on a public holiday the employee shall forfeit it.
 - 14.5.2 If the day off does not fall on a public holiday the employee shall have the benefit of both days.
 - 14.5.3 This agreement may not be varied by either party, and it may not be varied from time to time to suit either party's whim.
- 14.6 A learner shall be entitled to the same time off as any other category of employees.
- 14.7 An employee, with the exception of an employee employed in terms of a commission agreement, may be required to work overtime on not more than three days per week and for not more than 10 hours in any week. Payment for overtime shall be at the rate of time and a half for the hours worked.

15. PUBLIC HOLIDAYS

- 15.1 An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- 15.2 If a public holiday falls on a day on which an employee would ordinarily work, an employer shall pay—
- 15.2.1 an employee who does not work on the public holiday, at least the remuneration that the employee would ordinarily have received for work on that day;
 - 15.2.2 an employee who does work on the public holiday—
 - 15.2.2.1 at least double the amount referred to in 15.2.1; or
 - 15.2.2.2 if it is greater, the amount referred to in 15.2.1 plus the amount earned by the employee for the time worked on that day.
- 15.3 If an employee works on a public holiday on which the employee would not ordinarily work, the employer shall pay that employee an amount equal to—
- 15.3.1 the employee's ordinary daily wage or remuneration; plus

- 15.3.2 the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or by any other method.
- 15.4 An employer shall pay an employee for a public holiday on the employee's usual pay day.
- 15.5 If a shift worked by an employee falls on a public holiday and another day, the whole shift shall be deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift shall be deemed to have been worked on the other day.
- 15.6 In terms of section 2 (2) of the Public Holidays Act, 1994 (Act No. 36 of 1994), a public holiday is exchangeable for any other day which is fixed by agreement or agreed to between the employer and the employee.

16. LEAVE

Annual leave

- 16.1 Every employee except a casual employee shall be entitled, after 12 consecutive months' service with the same employer, to three weeks' leave on full pay. The three weeks shall include 18 working days.
- 16.2 An employee who has completed five continuous years' service with an employer, though not necessarily with the same employer, shall be entitled, on completion of the fifth year of employment, to 24 working days' leave on full pay.
- 16.3 An employee who is dismissed by an employer three months prior to the completion of 5 years' continuous service and who is, within 30 days after the completion of the five-year period, re-engaged by the same employer shall be entitled to the 24 days' leave provided for.
- 16.4 Annual leave shall fall due on the first working day after completion of each year of service. A year of service in respect of which an employee is entitled to annual leave is employment for twelve consecutive months calculated from the date of engagement.
- 16.5 An employer shall grant annual leave until not later than six months after the end of the annual leave cycle, after which it shall be forfeited.
- 16.6 Annual leave shall be taken—
- 16.6.1 in accordance with an agreement between the employer and employee; or
 - 16.6.2 if there is no agreement in terms of 16.6.1 at a time determined by the employer in accordance with this clause.
- 16.7 An employer may not pay an employee instead of granting paid leave in terms of this clause except—
- 16.7.1 on termination of employment; and
 - 16.7.2 in accordance with sections 40 (b) and (c) of the Basic Conditions of Employment Act, 1997.
- 16.8 In the event of an employee's death, all leave pay accrued to the employee at that time shall be paid into the employee's estate.
- 16.9 When an employee's employment is terminated before the completion of 12 consecutive months' service, the employee shall be entitled to one seventeenth of the weekly wage which he was receiving when his employment was terminated in respect of each completed week of employment. An employee shall not be entitled to any leave pay if he worked for an employer for less than four weeks.
- 16.10 Any period during which an employee is on annual leave, or is absent from work owing to illness, or is absent from work on the instructions, or at the request, of the employer, shall be deemed to be employment.
- 16.11 An employer may not require or permit an employee to work during annual leave.
- 16.12 Annual leave may not run concurrently with notice of termination of employment or sick leave.

Family responsibility leave

- 16.13 An employer shall be obliged to give the father of a newborn child three days' leave ("paternity leave") starting from the day of the birth and ending two days afterwards.
- 16.14 An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee shall be entitled to take—
- 16.14.1 in terms of 16.13 when the employee's child is born; or
 - 16.14.2 when the employee's child is sick.

Compassionate leave

- 16.15 An employer shall grant an employee, during each annual leave cycle, at the request of the employee, six days paid leave, which the employee shall be entitled to take on the death of one of the employee's primary relatives.
- 16.16 A primary relative means—
- 16.16.1 the employee's spouse or life partner; or
 - 16.16.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

- 16.17 Compassionate leave shall start at the discretion of the employee, but not sooner than the day of the death and shall end six working days after the leave commenced.
- 16.18 An employer shall be obliged to pay an employee during such compassionate leave.
- 16.19 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.
- 16.20 An employer shall be obliged to give an employee compassionate leave on the death of any relative of an employee who is not a primary relative.
- 16.20.1 In the event of compassionate leave being granted in terms of 16.20 the employee shall be entitled to compassionate leave of one day; but the employer shall not be obliged to pay the employee for that day;
- 16.20.2 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.
- 16.20.3 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.
- 16.21 Clause 16.13 to 16.20 shall apply only to employees who—
- 16.21.1 have been in employment with an employer for longer than four months; and
- 16.21.2 work for at least four days a week for that employer.
- 16.22 Subject to 16.23 an employer shall pay an employee for a day's family responsibility leave taken in terms of 16.13 and 16.14 or compassionate leave taken in terms of 16.5 to 16.20—
- 16.22.1 the wage or remuneration the employee would ordinarily have received for work on that day; and
- 16.22.2 on the employee's usual pay day.
- 16.23 An employee may take family responsibility leave in respect of the whole or part of a day.
- 16.24 Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event referred to in 16.14 or 16.15 for which the leave is required.
- 16.25 An employee's unused entitlement to leave in terms of this clause shall lapse at the end of the annual leave cycle in which it accrues.
- 16.26 A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of clause.
- Maternity leave**
- 16.27 No employer may require or permit any female employee to continue work during the period commencing four weeks prior to the expected date of her confinement and ending 13 weeks after the date of her confinement ("maternity leave"). An employer shall—
- 16.27.1 be obliged to pay an employee during maternity leave; but
- 16.27.2 be obliged to reinstate such employee in employment if she presents herself for continuous employment not later than 13 weeks after the date of her confinement.
- 16.28 Notwithstanding the above, no employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

17. SICK PAY

- 17.1 Employees who are members of the Sick Pay Fund shall be entitled to the sick pay benefits provided for in the Sick Pay Fund or Collective Agreement, whichever may apply.
- 17.2 An employee who is not a member of the Sick Pay Fund or is not entitled to benefits from the said Fund for any reason, shall be entitled to similar sick leave benefits but at the cost of that employee's employer and not at the cost of the Sick Pay Fund.
- 17.3 If an employee is ill during any period of annual leave, he shall not be entitled to claim sick pay for any period of illness during that annual leave.
- 17.4 No employer shall be entitled to require an employee who is ill to take annual leave during the period of the illness unless the annual leave had been arranged prior to the commencement of the illness of the employee.
- 17.5 For the purposes of this clause "illness"—
- 17.5.1 means inability to work owing to any sickness or injury;
- 17.5.2 excludes sickness or injury caused by the employee's misconduct;
- 17.5.3 excludes any injury from participation in hazardous or professional sport;

- 17.5.4 excludes any inability to work caused by an accident or illness for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, except during any period in respect of which no disablement payment is payable in terms of that Act.

18. CONTRACT OF EMPLOYMENT

- 18.1 Every employer shall provide every employee in his establishment with a letter of employment or enter into an agreement showing at least the following:
- 18.1.1 The employee's full names and identity number;
 - 18.1.2 the full names of the employer;
 - 18.1.3 the physical address of the establishment or workplace;
 - 18.1.4 the commencement date of service;
 - 18.1.5 the job title and the basic wage/salary for the job;
 - 18.1.6 the job description for the position, which should list all duties expected to be performed by the employee in this position;
 - 18.1.7 the address and contact details of the bargaining council under whose jurisdiction the employer falls;
 - 18.1.8 the condition of employment as prescribed by this Main Collective Agreement.

19. TERMINATION OF SERVICE

- 19.1 An employer or employee, other than a casual employee, who wishes to terminate the contract of employment shall be obliged to give the following period of notice:
- 19.1.1 six working days' notice if the employee has been employed for six months or less; and thereafter;
 - 19.1.2 12 working days' notice, if the employee has been employed for longer than six months.
- 19.2 An employer may at any time terminate the contract, subject to Chapter VIII of the Labour Relations Act, No. 66 of 1995, by paying the employee in lieu of notice not less than—
- 19.2.1 six days' wages or remuneration if the employee has been employed for six months or less; or
 - 19.2.2 12 days' wages or remuneration if the employee has been employed for longer than six months; or
 - 19.2.3 in the case of a hairdresser who is on a commission only structure, the notice pay, either in terms of 19.2.1 or 19.2.2, calculated in accordance with the Remuneration/Wage Schedule for that area.
- 19.3 An employee may at any time terminate the contract without written notice by paying or forfeiting to the employer, in lieu of notice, not less than—
- 19.3.1 six days' wages or remuneration if the employee has been employed for six months or less; or
 - 19.3.2 12 days' wages or remuneration if the employee has been employed for longer than six months; or
 - 19.3.3 in the case of a hairdresser who is on a commission only structure, the notice pay, either in terms of 19.3.1 or 19.3.2 or calculated in accordance with the Remuneration/Wage Schedule for that area.
- 19.4 Nothing contained in this clause shall affect—
- 19.4.1 the right of the employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - 19.4.2 any written agreement between an employer and employee which provides for a period of notice longer than that which is prescribed;
 - 19.4.3 the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who is absent from work without permission for more than six consecutive working days; or six working days during the preceding six months of employment, which shall then be deemed to be desertion;
 - 19.4.4 the right of an employee to claim that he has been unfairly dismissed.
- 19.5 An employer may not terminate the service of an employee during the employee's absence from work owing to illness, providing that—
- 19.5.1 the employer was notified within two working days of the commencement of the illness; and
 - 19.5.2 a medical certificate explaining the reason for the absence from work is given to the employer on the employee's return to work.
- 19.6 The notice period may not run concurrently with, and shall not be given during, an employee/s' absence for annual leave, sick leave, or maternity leave.

20. SEVERANCE OR RETRENCHMENT PAY

- 20.1 An employer who terminates the services of one or more of his employees owing to operational requirements shall be obliged to pay each employee the following wages or remuneration in lieu of severage pay:
- 20.1.1 six days' wages or remuneration for each completed year of service or part thereof for an employee who has been employed for less than five consecutive years;

- 20.1.2 seven days' wages or remuneration for each completed year of service or part thereof for an employee who has been employed for five to ten consecutive years;
- 20.1.3 eight day's wages or remuneration for each completed year of service or part thereof for an employee who has been employed for ten consecutive years or more.

21. CERTIFICATE OF SERVICE

- 21.1 On termination of employment an employee shall be entitled to a Certificate of Service, stating the following:
 - 21.1.1 The employee's full names;
 - 21.1.2 the name and address of the employer;
 - 21.1.3 the date of commencement and termination of employment;
 - 21.1.4 the employee's job title;
 - 21.1.5 the remuneration at date of termination;
 - 21.1.6 a brief description of the work which the employee was performing at the date of termination;
 - 21.1.7 the reason for termination of employment (if requested by the employee);
 - 21.1.8 the name of the council under whose jurisdiction the employer falls.

22. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

- 22.1 For the purposes of meeting the expenses of the council, every employer shall be obliged to make the required deductions from the earnings of each employee as shown in the appropriate column of the Contribution Schedule attached hereto and to be read as if incorporated herein.
- 22.2 To the total amount deducted in terms of 22.1 the employer shall add—
 - 22.2.1 the basic establishment charge per establishment owned or operated by an employer shown on the Contribution Schedule;
 - 22.2.2 the contribution payable by the employer per employee shown in the appropriate column of the Contribution Schedule.
- 22.3 If an employer is required to make deductions in terms of 22.1 and add the amounts specified in 22.2, and the total amount is less than the total minimum charge specified in the Contribution Schedule, the employer shall remit the total minimum charge specified in the Contribution Schedule.
- 22.4 An employer shall be obliged to remit the total sum owed in terms of 22.1 to 22.3 to the council not later than the fixed day in the form prescribed on Annexure A, Monthly Return by Employer.
- 22.5 Notwithstanding that the Council may issue to an employer a pro-forma Annexure A completed by it in accordance with the information in its possession, the onus shall be upon the employer to ensure that the information contained therein is accurate, and every employer shall be obliged to make such amendments to the pro forma Annexure A as may be necessary to ensure its accuracy.
- 22.6 Every employer who employs a member of the trade union shall deduct from the wage or remuneration of that employee the amount of subscriptions and levies payable to the trade union and remit those subscriptions and levies monthly to the council by not later than the fixed day, in the form prescribed in Annexure A.
- 22.7 Every employer who is a member of the employers' organisation shall be required to pay the monthly subscription and levies charged by that organisation to the council by not later than the fixed day in the form prescribed in Annexure A.
- 22.8 All moneys required by this Agreement to be sent to the Council, shall be delivered by hand to 15 Edward Street, Roodepoort, 1724, or sent by prepaid and registered post to P.O. Box 1963, Roodepoort, 1725. In the case of a remittance by post, the Post Office shall be deemed to be the agent of the sender. The council may change its address from time to time by giving notice to that effect to each employer.
- 22.9 The onus shall be on any person obliged by the terms of this Agreement to remit any money to the council to prove its receipt by the council.
- 22.10 If any amount 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 per cent of the amount which remains unpaid.
- 22.11 For the purposes of this clause the fixed day means the seventh day of each month following the month in respect of which the amount is claimed or is payable.
- 22.12 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirteenths of the monthly contribution.
- 22.13 The council shall have the right to add VAT to any sum in the Contribution Schedule which attracts VAT in terms of the Value Added Tax Act.

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL **CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for Area 1, which means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs (excluding Alberton).

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng).....	R220,00					
Basic establishment charge.....		R44,20				
Total minimum charge.....		R88,00				
Basic establishment charge				UNION		
HAIRDRESSERS						
Working employer	N/a	Nil	Nil	R58,00	N/a	
Non-working employer	N/a	Nil	Nil	R58,00	N/a	
HAIRDRESSER (Qualified) with code COTT or MC, QA or CQ, QET, QBE						
First year after qualifying	R42,00	R11,90	R36,40	R13,00	R27,00	R67,00 each
Thereafter	R42,00	R11,90	R36,40	R19,00	R39,00	R96,00 each
Afro only	R42,00	R11,90	R36,40	R11,00	R22,00	R54,00 each
APPRENTICE, MINOR						
Before completing Module 1	R42,00	R 5,80	R14,00	R 6,00	R11,00	R28,00 each
Module 1	R42,00	R 5,80	R14,00	R 6,00	R12,00	R29,00 each
Module 2	R42,00	R 5,80	R14,00	R 6,00	R12,00	R31,00 each
Module 3	R42,00	R 7,90	R14,00	R 6,00	R13,00	R32,00 each
Module 4	R42,00	R 7,90	R14,00	R 7,00	R14,00	R34,00 each
Module 5	R42,00	R 7,90	R20,30	R 7,00	R14,00	R35,00 each
Module 6	R42,00	R 7,90	R20,30	R 7,00	R15,00	R37,00 each
MANICURIST & BEAUTY CULTURIST						
One year of experience	R42,00	R 7,90	R20,30	R 8,00	R16,00	R39,00 each
Thereafter	R42,00	R11,90	R30,40	R14,00	R27,00	R68,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R11,90	R30,40	R13,00	R26,00	R65,00 each
OPERATOR	R42,00	R 5,80	R14,00	R12,00	R24,00	R60,00 each
GENERAL ASSISTANT	R42,00	R 5,80	R14,00	R 7,00	R15,00	R37,00 each
CASUAL EMPLOYEE	N/a	R 5,80	R14,00	N/a	N/a	N/a
PART TIME EMPLOYEE	R42,00	R 7,90	R20,30	R13,00	R26,00	R60,00 each

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for the Magisterial District of Alberton (area 1)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions.....	R131,00					
Basic establishment charge.....		R49,00				
Total minimum charge.....		R97,00				
Basic establishment charge				UNION		
HAIRDRESSER						
Working employer	N/a	Nil	Nil	R34,00	N/a	
Non-working employer	N/a	Nil	Nil	R34,00	N/a	
HAIRDRESSER						
First year after qualifying	R42,00	R13,00	R40,00	R 9,00	R17,00	R43,00 each
Thereafter	R42,00	R13,00	R40,00	R11,00	R23,00	R57,00 each
HAIRDRESSER WITH Code Afro.....	R42,00	R13,00	R40,00	R 8,00	R16,00	R39,00 each
APPRENTICE, MINOR & TRAINEE						
Before completing Module 1	R42,00	R 6,50	R15,50	R 5,00	R10,00	R25,00 each
Module 1	R42,00	R 6,50	R15,50	R 5,00	R10,00	R26,00 each
Module 2	R42,00	R 6,50	R15,50	R 5,00	R11,00	R27,00 each
Module 3	R42,00	R 8,50	R15,50	R 6,00	R12,00	R29,00 each
Module 4	R42,00	R 8,50	R15,50	R 6,00	R12,00	R30,00 each
Module 5	R42,00	R 8,50	R22,50	R 6,00	R13,00	R32,00 each
Module 6	R42,00	R 8,50	R22,50	R 7,00	R13,00	R33,00 each
MANICURIST & BEAUTY CULTURIST						
1st 3 months of experience	R42,00	R 8,50	R22,50	R 3,00	R 6,00	R16,00 each
2nd 3 months of experience	R42,00	R 8,50	R22,50	R 4,00	R 7,00	R18,00 each
3rd 3 months of experience	R42,00	R13,00	R33,50	R 5,00	R 9,00	R23,00 each
Thereafter	R42,00	R13,00	R33,50	R 8,00	R16,00	R40,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R 8,00	R16,00	R40,00 each
OPERATOR	R42,00	R 6,50	R15,50	R 8,00	R16,00	R40,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R21,00 each

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL
CONTRIBUTION SCHEDULES

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for the Magisterial District of Klerksdorp (area 2)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
ESTABLISHMENT				Masters		
EOHCB Subscriptions.....	R100,00					
Basic establishment charge		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER				UNION		
Working employer	N/a	Nil	Nil	R39,00	N/a	
Non-working employer	N/a	Nil	Nil	R39,00	N/a	
HAIRDRESSER (Qualified) with code COTT or MC, QA or CQ, QET						
First year after qualifying	R42,00	R13,00	R40,00	R10,00	R20,00	R50,00 each
Thereafter	R42,00	R13,00	R40,00	R13,00	R26,00	R66,00 each
HAIRDRESSER with code Afro and QBE	R42,00	R13,00	R40,00	R 9,00	R18,00	R46,00 each
APPRENTICE, MINOR						
Before completing Module 1	R42,00	R 6,50	R15,50	R 5,00	R 9,00	R23,00 each
Module 1	R42,00	R 6,50	R15,50	R 5,00	R10,00	R24,00 each
Module 2	R42,00	R 6,50	R15,50	R 5,00	R10,00	R26,00 each
Module 3	R42,00	R 8,50	R15,50	R 6,00	R11,00	R28,00 each
Module 4	R42,00	R 8,50	R15,50	R 6,00	R12,00	R29,00 each
Module 5	R42,00	R 8,50	R22,50	R 6,00	R12,00	R31,00 each
Module 6	R42,00	R 8,50	R22,50	R 7,00	R13,00	R33,00 each
MANICURIST & BEAUTY CULTURIST						
1st year of experience	R42,00	R 8,50	R22,50	R 5,00	R10,00	R26,00 each
Thereafter	R42,00	R13,00	R33,50	R 9,00	R19,00	R46,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R 9,00	R18,00	R46,00 each
OPERATOR	R42,00	R 6,50	R15,50	R 9,00	R17,00	R43,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 5,00	R 9,00	R24,00 each
CASUAL EMPLOYEE	N/a	R 6,50	R15,50	N/a	N/a	N/a

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for area 2, which means the Magisterial District of Vereeniging (excluding Klerksdorp)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
ESTABLISHMENT				Masters		
EOHCB Subscriptions.....	R197,00					
Basic establishment charge.....		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER				UNION		
Working employer	N/a	Nil	Nil	R39,00	N/a	
Non-working employer	N/a	Nil	Nil	R39,00	N/a	
HAIRDRESSER (Qualified) with code COTT or MC, QA or CQ, QET						
First year after qualifying	R42,00	R13,00	R40,00	R10,00	R20,00	R50,00 each
Thereafter	R42,00	R13,00	R40,00	R13,00	R26,00	R66,00 each
HAIRDRESSER						
Afro ONLY	R42,00	R13,00	R40,00	R 9,00	R18,00	R46,00 each
APPRENTICE, MINOR						
Before completing Module 1	R42,00	R 6,50	R15,50	R 5,00	R 9,00	R23,00 each
Module 1	R42,00	R 6,50	R15,50	R 5,00	R10,00	R24,00 each
Module 2	R42,00	R 6,50	R15,50	R 5,00	R10,00	R26,00 each
Module 3	R42,00	R 8,50	R15,50	R 6,00	R11,00	R28,00 each
Module 4	R42,00	R 8,50	R15,50	R 6,00	R12,00	R29,00 each
Module 5	R42,00	R 8,50	R22,50	R 6,00	R12,00	R31,00 each
Module 6	R42,00	R 8,50	R22,50	R 7,00	R13,00	R33,00 each
MANICURIST & BEAUTY CULTURIST						
1st year of experience	R42,00	R 8,50	R22,50	R 5,00	R10,00	R26,00 each
Thereafter	R42,00	R13,00	R33,50	R 9,00	R19,00	R46,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R 9,00	R18,00	R46,00 each
OPERATOR	R42,00	R 6,50	R15,50	R 9,00	R17,00	R43,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 5,00	R 9,00	R24,00 each
CASUAL EMPLOYEE	N/a	R 6,50	R15,50	N/a	N/a	N/a

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for area 3, which means the Magisterial District of East London (Border)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
ESTABLISHMENT				Masters		
EOHCB Subscriptions.....	R86,00					
Basic establishment charge		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER (Qualified) with code QET or QA or CQ				UNION		
First year after qualifying	R42,00	R13,00	R40,00	R10,00	R20,00	R49,00 each
Thereafter	R42,00	R13,00	R40,00	R12,00	R24,00	R60,00 each
Working employer	N/a	Nil	Nil	R42,00	N/a	
Non-working employer	N/a	Nil	Nil	R42,00	N/a	
HAIRDRESSER (qualified) with code COTT or MC						
First year after qualifying	R42,00	R13,00	R40,00	R12,00	R24,00	R60,00 each
Thereafter	R42,00	R13,00	R40,00	R14,00	R28,00	R71,00 each
APPRENTICE						
Module 0	R42,00	R 6,50	R15,50	R 6,00	R11,00	R28,00 each
Module 1	R42,00	R 6,50	R15,50	R 6,00	R12,00	R30,00 each
Module 2	R42,00	R 6,50	R15,50	R 6,00	R13,00	R32,00 each
Module 3	R42,00	R 8,50	R15,50	R 7,00	R13,00	R34,00 each
Module 4	R42,00	R 8,50	R15,50	R 7,00	R14,00	R35,00 each
Module 5	R42,00	R 8,50	R22,50	R 8,00	R15,00	R38,00 each
Module 6	R42,00	R 8,50	R22,50	R 8,00	R16,00	R40,00 each
MANICURIST & BEAUTY CULTURIST						
1st year of experience	R42,00	R 8,50	R22,50	R 8,00	R17,00	R41,00 each
Thereafter	R42,00	R13,00	R33,50	R10,00	R20,00	R51,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R12,00	R24,00	R61,00 each
OPERATOR	R42,00	R 6,50	R15,50	R 7,00	R13,00	R34,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 6,00	R12,00	R30,00 each
CASUAL EMPLOYEE	N/a	R 8,50	R15,50	N/a	N/a	N/a
PART-TIME EMPLOYEE	R42,00	R 6,50	R15,50	R15,00	R15,00	R37,00 each

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL

CONTRIBUTION SCHEDULES

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for area 4, which means the Magisterial Districts of Port Elizabeth and Uitenhage.

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
ESTABLISHMENT				Masters		
EOHCB Subscriptions.....	R120,00					
Basic establishment charge.....		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER (Qualified) with code QET or QA or CQ				UNION		
First year after qualifying	R42,00	R13,00	R40,00	R10,00	R20,00	R51,00 each
Thereafter	R42,00	R13,00	R40,00	R11,00	R22,00	R56,00 each
Working employer	N/a	Nil	Nil	R39,00	N/a	
Non-working employer	N/a	Nil	Nil	R39,00	N/a	
HAIRDRESSER (qualified) with code COTT or MC						
First year after qualifying	R42,00	R13,00	R40,00	R11,00	R22,00	R56,00 each
Thereafter	R42,00	R13,00	R40,00	R13,00	R26,00	R64,00 each
APPRENTICE, TRAINEE						
Before completing Module 1	R42,00	R 6,50	R15,50	R 5,00	R11,00	R27,00 each
Module 1	R42,00	R 6,50	R15,50	R 6,00	R11,00	R29,00 each
Module 2	R42,00	R 6,50	R15,50	R 6,00	R12,00	R30,00 each
Module 3	R42,00	R 8,50	R15,50	R 6,00	R13,00	R31,00 each
Module 4	R42,00	R 8,50	R15,50	R 7,00	R13,00	R33,00 each
Module 5	R42,00	R 8,50	R22,50	R 7,00	R14,00	R34,00 each
Module 6	R42,00	R 8,50	R22,50	R 7,00	R14,00	R36,00 each
MANICURIST & BEAUTY CULTURIST						
1st year of experience	R42,00	R 8,50	R22,50	R 8,00	R16,00	R41,00 each
Thereafter	R42,00	R13,00	R33,50	R11,00	R21,00	R53,00 each
RECEPTIONIST/TELEPHONIST						
1st year of experience	R42,00	R 8,50	R22,50	R 8,43	R16,86	R42,00 each
Thereafter	R42,00	R13,00	R33,50	R10,07	R20,14	R50,00 each
OPERATOR	R42,00	R 6,50	R15,50	R 6,50	R12,99	R32,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 5,57	R11,13	R28,00 each
CASUAL EMPLOYEE	N/a	R 6,50	R 6,50	N/a	N/a	N/a
PART-TIME EMPLOYEE	R42,00					

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for area 5, which means the Magisterial District of Bloemfontein (excluding Kimberley)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions.....	R100,00					
Basic establishment charge		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER				UNION		
Working employer	N/a	Nil	Nil	R24,00	N/a	
Non-working employer	N/a	Nil	Nil	R24,00	N/a	
HAIRDRESSER						
First year after qualifying	R42,00	R13,00	R40,00	R 7,00	R13,00	R33,00 each
Thereafter	R42,00	R13,00	R40,00	R 8,00	R16,00	R39,00 each
APPRENTICE, MINOR, TRAINEE						
Before completing Module 1	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R19,00 each
Module 1	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R20,00 each
Module 2	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R21,00 each
Module 3	R42,00	R 8,50	R15,50	R 4,00	R 9,00	R22,00 each
Module 4	R42,00	R 8,50	R15,50	R 5,00	R 9,00	R24,00 each
Module 5	R42,00	R 8,50	R22,50	R 5,00	R10,00	R25,00 each
Module 6	R42,00	R 8,50	R22,50	R 5,00	R10,00	R26,00 each
MANICURIST AND/OR BEAUTY CULTURIST						
1st 3 months of experience	R42,00	R 8,50	R22,50	R 3,00	R 6,00	R16,00 each
2nd 3 months of experience	R42,00	R 8,50	R22,50	R 4,00	R 7,00	R18,00 each
3rd 3 months of experience	R42,00	R13,00	R33,50	R 5,00	R 9,00	R23,00 each
Thereafter	R42,00	R13,00	R33,50	R 7,00	R14,00	R34,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R 7,00	R13,00	R34,00 each
JUNIOR OPERATOR	R42,00	R 6,50	R15,50	R 5,00	R11,00	R27,00 each
SENIOR OPERATOR	R42,00	R 6,50	R15,50	R 6,00	R13,00	R32,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 3,00	R 6,00	R16,00 each

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**CONTRIBUTION SCHEDULES**

(Clause 22)

Schedule of EOHCB, UASA, Council, Sick Pay Fund and HCI Provident Fund Contributions for area 5, which means the Magisterial District of Kimberley (excluding Bloemfontein)

(Effective from date of coming into operation of Agreement)

Category	Subs	Bargaining Council		Sick pay fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions.....	R53,00					
Basic establishment charge.....		R49,00				
Total minimum charge.....		R97,00				
HAIRDRESSER				UNION		
Working employer	N/a	Nil	Nil	R24,00	N/a	
Non-working employer	N/a	Nil	Nil	R24,00	N/a	
HAIRDRESSER						
First year after qualifying	R42,00	R13,00	R40,00	R 7,00	R13,00	R33,00 each
Thereafter	R42,00	R13,00	R33,50	R 7,00	R14,00	R34,00 each
APPRENTICE, MINOR, TRAINEE						
Before completing Module 1	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R19,00 each
Module 1	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R20,00 each
Module 2	R42,00	R 6,50	R15,50	R 4,00	R 8,00	R21,00 each
Module 3	R42,00	R 8,50	R15,50	R 4,00	R 9,00	R22,00 each
Module 4	R42,00	R 8,50	R15,50	R 5,00	R 9,00	R24,00 each
Module 5	R42,00	R 8,50	R22,50	R 5,00	R10,00	R25,00 each
Module 6	R42,00	R 8,50	R22,50	R 5,00	R10,00	R26,00 each
MANICURIST AND/OR BEAUTY CULTURIST						
1st 3 months of experience	R42,00	R 8,50	R22,50	R 3,00	R 6,00	R16,00 each
2nd 3 months of experience	R42,00	R 8,50	R22,50	R 4,00	R 7,00	R18,00 each
3rd 3 months of experience	R42,00	R13,00	R33,50	R 5,00	R 9,00	R23,00 each
Thereafter	R42,00	R13,00	R33,50	R 7,00	R14,00	R34,00 each
RECEPTIONIST/TELEPHONIST	R42,00	R13,00	R33,50	R 7,00	R14,00	R34,00 each
JUNIOR OPERATOR	R42,00	R 6,50	R15,50	R 5,00	R11,00	R27,00 each
SENIOR OPERATOR	R42,00	R 6,50	R15,50	R 6,00	R13,00	R32,00 each
GENERAL ASSISTANT	R42,00	R 6,50	R15,50	R 3,00	R 6,00	R16,00 each

23. PROHIBITION OF PRIVATE WORK

An employee may not, unless with the prior written consent of the employer, perform any work as a hairdresser for remuneration other than in the course and within the scope of the employee's employment and may be dismissed after a hearing 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 as a result of the contravention.

24. PROCEDURE FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATION

- 24.1 Subject to section 127, read with section 188A of the Act, any dispute which may arise in the Industry and which, in terms of the Act, must be referred to a council, must be dealt with in terms of the procedure set out in clauses 15 to 32, inclusive, of the Council's Constitution, as set out in Annexure F attached hereto for the sake of completeness.

- 24.2 Subject to section 127 of the Act, the dispute resolution procedure provided for in Annexure F applies to any dispute involving the interpretation or application of this Collective Agreement, and any other Collective Agreement concluded in the bargaining council.
- 24.3 Subject to the provisions of section 51 (2) of the Act, the provisions of this clause apply both to persons upon whom this Collective Agreement is binding in terms of section 31 of the Act, and those upon whom this Collective Agreement is binding in terms of section 31 of the Act, and those upon whom this Agreement is binding in terms of section 32 of the Act.

25. STRIKES AND LOCK-OUTS

- 25.1 No person bound by the provisions of this Collective Agreement shall engage in or participate in a strike or lock-out or any conduct in furtherance of a strike or a lock-out in respect of any matter regulated by this Collective Agreement for its duration.
- 25.2 The Bargaining Council shall be the only forum for negotiations and conclusion of substantive agreements on wages or remuneration, benefits and other conditions of employment between employers and the employers' organisation on the one hand and employees and the trade union on the other hand.
- 25.3 The trade union or employers' organisation may not attempt to induce or compel or be induced or compelled by any natural person or juristic person or other organisation, by means of a strike or lock-out, to negotiate the issues referred to in 12 above, at any level other than this Bargaining Council.

26. ADMINISTRATION OF THIS AGREEMENT

- 26.1 The Council shall be the body responsible for the administration of this Agreement and without prejudice to section 24(1) of the Act may issue rulings not inconsistent therewith or with the Agreement, and legal interpretations thereof, for the guidance of employers and employees. The Council and its officials shall incur no liability whatsoever—
- 26.1.1 arising out of any representation made as to practice, procedure or law;
 - 26.1.2 for any such rulings and/or interpretations which may subsequently be found to be incorrect in fact or in law.
- 26.2 The council may from time to time determine any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provisions of this Agreement.
- 26.3 The council shall be entitled in its sole and absolute discretion to appropriate any amount—
- 26.3.1 received from an employer or an employee; or
 - 26.3.2 which an employer or employee is entitled to receive from the council and/or the Sick Pay Fund and/or the hci Provident Fund;

to or towards the payment of any debt or amount owing by the employer or employee to the council or any of those Funds, notwithstanding that the employer or employee may have allocated it to any other cause.

- 26.4 Every employer shall be obliged to make available a legible summary of the provisions of this Agreement in the establishment, which shall be readily accessible to all employees.
- 26.5 If any provision of this Agreement is inoperative or ultra vires in respect of the powers of the parties or the council, before or after conclusion of this Agreement, this shall in no way affect the remainder of the Agreement, which in that event shall constitute the Main Collective Agreement.
- 26.6 Every employer shall be obliged to give to any employee who is a representative or alternate on the council all reasonable facilities to attend to duties in connection with the work of the council.
- 26.7 Whenever any provision of this Agreement requires or authorises any person to give written notice to the Council, such written notice may be posted to the council via registered post, but the Post Office shall for all purposes be deemed to be the agent of the person sending the notice and the council shall not be responsible for non-receipt of the notice. Alternatively, the notice can be transmitted by using any electronic transmission.

27. DESIGNATED AGENTS

- 27.1 The Minister, on request of the council shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this Agreement, including the issuing of compliance orders requiring any person bound by this Collective Agreement to comply within thirty days.
- 27.2 Such designated agent of the council shall promote, monitor and enforce compliance with this Agreement.
- 27.3 An appointed designated agent of the council—
- 27.3.1 may secure compliance with the council's Collective Agreement by—
 - 27.3.1.1 publicising the contents of the Agreement;
 - 27.3.1.2 conducting inspections;
 - 27.3.1.3 investigating complaints; or
 - 27.3.1.4 any other means the council may adopt;

- 27.3.2 may perform any other functions that are conferred to or imposed on the designated agent by the council;
- 27.3.3 shall have all the powers set out in Schedule 10 of the Labour Relations Act, No. 66 of 1995;
- 27.3.4 may issue a compliance order requiring any person to comply with the Collective Agreement within 21 days of the date of the compliance order;
- 27.3.5 may, in terms of section 33 (3) read with section 142 of the Labour Relations Act, No. 66 of 1995, enter any establishment or workplace, whatsoever or wheresoever, including private residences, to—
 - 27.3.5.1 question any employer during the course of such inspection;
 - 27.3.5.2 inspect the record of wages and remuneration paid, time worked, and payments made for overtime.
- 27.4 It shall be the duty of every employer and employee to permit a designated agent to institute any enquiries and to examine any books and/or documents and to question any responsible persons as may be necessary for the purpose of ascertaining that the terms of this Agreement are being observed by the employer.
- 27.5 the following actions by an employer or one of its employees shall constitute an offence:
 - 27.5.1 obstructing or attempting to improperly influence a designated agent who is performing a function in terms of this Agreement;
 - 27.5.2 presenting or submitting a false or forged document;
 - 27.5.3 pretending to be a designated agent of the council performing a function in terms of this Agreement;
 - 27.5.4 refusing or failing to fully answer any lawful question put by a designated agent in the performance of his duties in terms of this Agreement;
 - 27.5.5 refusing or failing to comply with any lawful request, or lawful order by a designated agent in the performance of his duties in terms of this Agreement;
 - 27.5.6 hindering or obstructing a designated agent in the performance of his duties in terms of this Agreement;
- 27.7 The penalty prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No. 75 of 1997, shall be imposed on anyone found guilty of committing any of the above offences.

28. PROVISION OF EQUIPMENT

- 28.1 It shall be the duty of an employer to provide for the use of every hairdresser all tools and equipment necessary for the carrying out of hairdressing services except—
 - 28.1.1 curling equipment
 - 28.1.2 scissors;
 - 28.1.3 combs;
 - 28.1.4 hand driers;
 - 28.1.5 clippers;
 - 28.1.6 razors;
 - 28.1.7 setting clips;
 - 28.1.8 rollers;
 - 28.1.9 brushes;
 - 28.1.10 neck brushes.

29. UNIFORMS AND PROTECTIVE CLOTHING

In case where the employer has instituted a colour scheme in protective garments fitting in with the colour scheme of the establishment, the employer shall supply the protective garments, but shall not be required to supply more than two garments to each employee in any period of 12 consecutive months.

30. EXEMPTIONS

- 30.1 Subject to the provisions of the Act, the council may grant exemption from any provision of this Agreement in the manner and to the extent set out in clause 33 of the council's constitution, which is set out in Annexure G, attached hereto for the sake of convenience.
- 30.2 There is hereby established an independent exemptions committee to grant exemptions to non-parties and to determine the terms of those exemptions from the provisions of the Collective Agreement as soon as possible. The members of the said body will be appointed by the council from time to time and shall consist of not less than two persons to be nominated from the following group:
 - 30.2.1 Any general secretary or secretary of any Bargaining Council other than the general secretary or secretary of this council;

- 30.2.2 any former general secretary, secretary or agent of any Bargaining Council or Industrial Council;
- 30.2.3 any person who has formerly served on any Industrial or Bargaining Council and who no longer serves thereon;
- 30.2.4 any serving member of any Bargaining Council other than this council;
- 30.2.5 any person who has served as a judge or acting judge of the Labour Court;
- 30.2.6 any person admitted to practise as an attorney or advocate, whether or not that person is actually in practice, except any such person who serves on or is employed by or on behalf of this council;
- 30.2.7 any person who by reason of his experience or training is thought by the council to be a fit and proper person, except any person who serves on or is employed by or on behalf of this council.
- 30.3 In cases of urgency the secretary of the council may give 24 hours' notice by telephone to the persons nominated, specifying the grounds of urgency. In such cases the members of the independent exemptions committee may make a decision telephonically.
- 30.4 The criteria to be applied by the independent exemptions committee when it considers applications for exemption shall be those contained in clause 33.5 of the council's constitution, which are for the sake of convenience set out in Annexure G hereto.
- 30.5 When it grants an exemption, the council, under 30.1, or the independent exemptions committee, under 30.2, shall specify—
 - 30.5.1 any conditions subject to which the exemption is granted;
 - 30.5.2 the period during which the exemption is to operate; and
 - 30.5.3 the circumstances, if any in which it may be withdrawn.
- 30.6 The council may withdraw any exemption granted by it in the circumstances referred to in clause 30.5 on notice of one week to the person in whose favour it operates. The independent exemptions committee may authorise the council to withdraw any exemption granted by the independent exemptions committee in the circumstances referred to in clause 30.5 on such notice to the person in whose favour the exemption operates as to the independent exemptions committee seems reasonable.
- 30.7 The secretary shall issue to every person granted an exemption by the council or the independent exemptions committee, as the case may be, a letter of exemptions signed by him setting out—
 - 30.7.1 the full name of the person(s) covered by the exemption;
 - 30.7.2 the provisions of the Agreement from which exemption is granted;
 - 30.7.3 the conditions subject to which the exemption is granted;
 - 30.7.4 the period during which the exemption is to operate;
 - 30.7.5 the circumstances in which it may be withdrawn; if any.
- 30.8 The secretary of the council shall retain a copy of each letter of exemption, and give notice of it to every person affected thereby.

31. ENFORCEMENT OF COLLECTIVE AGREEMENTS

If any person upon whom this Agreement is binding in terms of sections 31 and 32 of the Act fails, neglects or refuses to comply with any provision of this or any other collective agreement concluded in the council, the council shall have the right to enforce it by any means permitted by any law or practice approved by a Court of competent jurisdiction and may in addition resort to either or both of the following remedies:

- (a) Use any means permitted by law to enforce compliance with the said agreement; or
- (b) treat the non-compliance as a dispute within the meaning of clause 24, and the council shall be entitled to refer it to be determined by arbitration in terms of the council's constitution.

32. AGENCY SHOP: EMPLOYERS' ORGANISATION

- 32.1 Every employer that belongs to the employers' organisation shall pay a monthly membership fee in an amount calculated in terms of sub clause (3).
- 32.2 Every employer that does not belong to the employers' organization shall pay a monthly levy in an amount calculated in terms of 32.3.
 - 32.2.1 Employers who are not members of the Employers' Organization Party to the Council are not compelled to become members of that organization.
- 32.3 The amount of the monthly membership fee or monthly levy shall be calculated in accordance with the following areas:
 - (a) In area Southern Gauteng: R242,00.
 - (b) In area Alberton: R131,00.
 - (c) In area Bloemfontein: R100,00.

- (d) In area Klerksdorp: R100,00.
- (e) In area East London: R86,00.
- (f) In area Port Elizabeth and Uitenhage: R120,00.
- (g) In area Kimberley: R53,00.
- (h) In area Vereeniging: R197,00.

32.3.1 From time to time the employers' organization shall be entitled to review the membership fees and/or levies and implement any increase it may deem fit.

32.4 Every employer shall pay the monthly amount to the General Secretary of the Council, P O Box 1963, Roodepoort, 1725, before the 7th day of each month. 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, which percentage will be determined and agreed upon from time to time by the parties to the Council.

32.5 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—

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

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

32.6 The monies held in the separate account may be used only for Expenditure incurred by the employers' organization relating to collective bargaining or dispute resolution in the industry and may not be—

32.6.1 paid to a political party as an affiliation fee; or

32.6.2 contributed in cash or kind to a political party or a person standing for election to any political office.

32.7 The employers' organisation shall arrange for an annual audit of the separate account within six months of its financial year by an auditor who—

32.7.1 conduct the audit in accordance with generally accepted auditing standards;

32.7.2 reports in writing to the employers' organization, and in this report expresses an opinion as to whether or not the employers' organization has complied with the provisions of its constitution relating to financial matters and the provisions of subclause 32.6.

32.8 The employers' organization shall submit to the Council, within 30 days of receipt of the auditor's report referred to in subclause 32.7, a certified copy of that report.

32.9 Any person may inspect the auditor's report submitted to the Council in terms of subclause 32.8 at the Council's offices situate at 15 Edward Street, Roodepoort.

32.10 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.

32.11 The IEB may, on application from an employer who conscientiously objects to associating with persons other than those who share his religious beliefs, grant an exemption from the provisions of this clause.

32.12 Any dispute about the application or interpretation of the provisions of this clause shall be referred to conciliation and if the dispute remains unresolved to arbitration. Provided that the parties mutually agree on such conciliator and arbitrator. If no agreement is reached within 30 days of lodging of the dispute, the conciliator and arbitrator, who must be senior counsel, shall be appointed from the ranks of an accredited agency. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in Clause 31.

33. AGENCY SHOP: EMPLOYEE's ORGANISATION

33.1 Every employer who is not a member of the employers' organization, shall deduct weekly or monthly as the case may be, from the wages of his employees, the agency fee equivalent to the Trade Union subscription fee as determined from time to time by the Trade Union; and shall forward on the form specified in Annexure "A" of the Main Collective Agreement the amount thus deducted to the General Secretary of the Council, 15 Edward Street, Roodepoort, 1724, no later than the seventh day of each and every month. Following on the month in which the deductions were made.

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

33.2 Employees who are not members of the representative Trade Union are not compelled to become members of the Trade Union.

33.3 The General Secretary of the Council shall deposit all monies received in terms of clause 33.1 into the Council's account and at the end of each month—

33.3.1 pay all membership fees/levies received to the Trade Union; and

- 33.3.2 The Trade Union shall deposit all the levies received into a separate account administered by the Trade Union.
- 33.4 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—
- 33.4.1 paid to a political party as an affiliation fee; or
 - 33.4.2 contributed in cash or kind to a political party or a person standing for election to any political office;
 - 33.4.3 used for any expenditure that does not advance or protect the socio-economic interests of employees.
- 33.5 The Trade Union shall arrange for an annual audit of the separate account within six months of its financial year by an auditor who shall—
- 33.5.1 conduct the audit in accordance with generally accepted auditing standards;
 - 33.5.2 report in writing to the Trade Union, and in this report expresses 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 (7).
- 33.6 The Trade Union shall submit to the Council, within 30 days of receipt of the auditor's report referred to in subclause (8), a certified copy of that report.
- 33.7 Any person may inspect the auditor's report submitted to the Council in terms of subclause (9) at the Council's offices, 15 Edward Street, Roodepoort, 1724.
- 33.8 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- 33.9 The Independent Exemption Board may, on application from an employee who conscientiously objects to associating with persons other than those who share his religious beliefs, grant an exemption from the provisions of this clause.
- 33.10 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 Main Collective Agreement—

Clause 31

Signed at Roodepoort, for and on behalf of the council, by authority of a resolution, this 27th day of July 2004.

1. by the Chairman of the Council
who warrants that he/she is duly authorized hereto

DAVID THOMAS (EOHCB Official)

2. by the General Secretary of the Council
who warrants that he/she is duly authorized hereto

JULIAN WOOD

3. by the parties to the Council
 - 3.1 Authorised Employers' Organisation Representative:
who warrants that he/she is duly authorized hereto

GAVIN BOTHA [EOHCB Member (Office-Bearer)]

- 3.2 Authorised Trade Union Representative:
who warrants that he/she is duly authorized hereto

BERNARD CUPIDO [Trade Union (UASA) Official]

AS WITNESSES:

1. **J. MPAKATI** [UASA Member (National)]
2. **P. DE VILLIERS** (UASA Member)
3. **DIANE CLUTTON** [UASA Official (National)]
4. **A TODD** (EOHCB Member)
5. **F. von TONDER** (EOHCB Member)
6. **M. MATHEWS** (EOHCB Member)

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ANNEXURES TO HCSBC's MAIN COLLECTIVE AGREEMENT (Revised July 2004)

ANNEXURE A

(Clauses 9.8, 22.4, 22.5, 22.6 and 22.7 of the Main Collective Agreement)

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL

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

(Semi-National)

P.O. Box 1963, Roodepoort, 1725

Tel: 760-1685

MONTHLY RETURN BY EMPLOYER

Name of establishment	Telephone No. ()
Address	
	Return for the month of Yr:

This form and the payment must be lodged with the Secretary by the 7th of each month. Late submissions may result in a penalty of 10% of the overdue amount being charged and may ALSO result in substantial fines being imposed by the Court.

[illegible]

Name of establishment	Telephone No. ()
Address	
	Return for the month of Yr:

This form and the payment must be lodged with the Secretary by the 7th of each month. Late submissions may result in a penalty of 10% of the overdue amount being charged and may ALSO result in substantial fines being imposed by the Court.

Full names of employee/s	Sex M/F	Starting date	Type of work	Union subs	Bargaining Council		Sick Pay Fund		Provident Fund		Total
					Employer	Employee	Employer	Employee	Employer	Employee	
										Sub-total	
Basic council fees											
EOHCB subscriptions											
GRAND TOTAL											

ANNEXURE B

(Clause 6.1 and 6.4 of the Main Collective Agreement)

H C S B C*(Registered under the Labour Relations Act, No. 66 of 1995)*

Hairdressing & Cosmetology Services

Bargaining Council

(Semi-National)

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

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

APPLICATION FOR REGISTRATION OF ESTABLISHMENT**Notes:**

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

1. Name under which business is carried on
 - 2.1 Postal address
 - 2.2 Postal code
 - 3.1 Street address at which business is carried on
 - 3.2 Suburb
 - 3.3 Magisterial District
 - 4.1 Type of business (Hairdressing Establishment, Nail, Bar, other)
 - 4.2 Telephone number dialling code: No
 - 5.1 Contact person
 - 5.2 Tel. Nos. (W) (H)
 6. Full names of proprietor/legal owner
- Legal personality of establishment (tick the correct classification)
-Sole ProprietorPartnershipCompany
-Close Corporation (CC)Trading Trust
- 6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of members (in the case of a CC). In the case of a company, specify whether a director or a controlling shareholder or in the case of a trust, specify the trustees:

7.1 Full names of bookkeeper/accounting officer

7.2 Address of bookkeeper/accounting officer

7.3 Postal code

7.4 Tel. Nos. (W) (H)

8. Tick whether this is—

8.1only a change of name of an existing business;

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

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

and give the following details:

Full name/s of previous owner/s

Present address of previous owner/s

Date on which the business was taken over

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

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

.....AfroCaucasianBoth

.....LadiesGentsUnisex

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

10.1 Full names

10.2 Address

10.3 Tel. Nos. (W) (H)

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

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

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

12.1

12.2

12.3

12.4

12.5

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

1. not used for any purpose other than the provision of hairdressing and cosmetology services, unless such other use is separated from the salon by a wall or walls having no doors, windows, apertures or other means of communication therewith; and

2. not used as a training institution in contravention of clause 8.3 of the Agreement.

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

Signed on behalf of the employer by, who hereby warrants his authority
so to sign, on this day of 20.....

.....
Employer

LIST OF EMPLOYEES

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

Employers and Employees' information	Date engaged	previous establishment	sex m/f	occupation	work code	salary	party/non-party mem-
ber							
Name							
Surname							
Address							
I.D. No.							
Tel No.							
Cell No.							
Name							
Surname							
Address							
I.D. No.							
Tel No.							
Cell No.							
Name							
Surname							
Address							
I.D. No.							
Tel No.							
Cell No.							

Work Code: FQ—Female Qualified
 MQ—Male Qualified
 RC—Receptionist
 GA—General Assistant
 AP—Apprentice (E.G. AP1 is Apprentice with Module 1)
 MC—Manicurist or Beauty Culturist
 OP—Operator

EMPLOYER

ANNEXURE C

(Clause 11.1 and 11.5 of the Main Collective Agreement)

H C S B C**(Registered under the Labour Relations Act, No. 66 of 1995)****Hairdressing & Cosmetology Services Bargaining Council**

(Semi-National)

Fax: (011) 760-1274

P.O. Box 1963

ROODEPOORT

1725

Tel: (011) 760-1685

15 Edward Street

ROODEPOORT

1724

COMMISSION AGREEMENT

Commission agreement between—

.....
("the employer").....
("the employee")

- 1.1 Date of commencement of employment
- 2.1 Rate of commission: **40% (per cent)**
Note: A higher rate of commission may be paid.
 If that is the case specify the higher rate here % (per cent).
- 2.2 The employee shall be entitled to monthly commission at the rate set out above on his or her gross takings once he or she has doubled his or her wage.
- 2.3 For the purposes of this commission agreement "takings" does not include sales of hairdressing products.
- 2.4 From the gross takings of the employee in this clause, the employer may not deduct the cost of any products used by the employee in rendering hairdressing and cosmetology services to clients.
- 3.1 Rate of commission: **5% (per cent)**
Note: A higher rate of commission may be paid.
 If that is the case specify the higher rate here % (per cent).
- 3.2 In respect of the sale of hairdressing products the employee shall be entitled to monthly commission on total sales made by him or her at the rate specified above. The said sales shall be calculated at retail selling prices less VAT calculated in accordance with the following formula:

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

where—

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

4. Date in the month on which commission is payable

5. Agreed number of days' notice of cancellation

Signed at this day of 20.....

.....
(*"the employer"*)

.....
(*"the employee"*)

AS WITNESSES:

1.

2.

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

ANNEXURE D

(Clause 13.3 of the Main Collective Agreement)

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL

ATTENDANCE REGISTER

.....
Name of employee

.....
Occupation of employee

Year		Entries to be made by employee								Time of finishing work	Excess hours worked		Total number of hours worked		REMARKS (if any)		
Month		Signature	Time of starting work	Intervals of work							Off	On	Each day	Each week	By employee	By employer, if employee is absent, reasons for his absence (to be signed by employer)	By designated agent
Date	Day of week			Off	On	Off	On	Off	On								
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	

Year		Entries to be made by employee									Excess hours worked		Total number of hours worked		REMARKS (if any)		
Month		Signature	Time of starting work	Intervals of work						Time of finishing work	Excess hours worked		Total number of hours worked		By employee	By employer, if employee is absent, reasons for his absence (to be signed by employer)	By designated agent
Date	Day of week			Off	On	Off	On	Off	On		Off	On	Each day	Each week			
17																	
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31																	

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

ANNEXURE E

(Clause 13.1 of the Main Collective Agreement)

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL

WAGE REGISTER

Business			TAX YEAR	
Surname		Date started		
First names		Date left		
ID Number		Marital status		
UIF card		Dependants med aid:		
Address				
Tax code				

LEAVE RECORDS			
From	To	Days	Bal

MONTH	TOTAL REMUNERATION						DEDUCTIONS							NETT PAY
	Basic	Comm.	Leave Pay	Allow.	Absent	Gross Pay	Tax	UIF	Union	Bargaining Council	Sick Pay	Prov. Fund	Total ded.	
March														
April														
May														
June														
July														
August														
September														
October														
November														
December														
January														
February														
TOTALS														

IRP5 CERTIFICATE NOS.

Annexure E (Continued) – (Clause 13.1 of the Main Collective Agreement)**OVERTIME WORKED****PAY**

Day of the week	Hours worked	Earnings
Sunday		Amount from ordinary work
Monday		Amount from overtime work
Tuesday		Any other allowance
Wednesday		Total
Thursday		Less deductions:
Friday		PAYE
Saturday		Canteen
Total overtime hours		Loan
Overtime rate per hour		Other
Amount due		Total take home pay

I, certify that this information is correct.

(Employer's name)

Signature

Date

ANNEXURE F

(Clause 24.1 and 24.2 of the Main Collective Agreement)

CLAUSES 15 TO '32', INCLUSIVE, OF THE COUNCIL'S CONSTITUTION**RESOLUTION OF DISPUTES UNDER THE AUSPICES OF THE COUNCIL**

[Note: The dispute resolution procedure provided for in clauses 15 to 32 does not apply to the interpretation or application of a collective agreement unless the terms of that agreement specifically say so.]

15. Resolution of disputes under the auspices of the council

15.1 Except as set out in clauses 23 to 25, the council must appoint a commissioner to attempt to resolve through conciliation—

15.1.1 any dispute referred to the council in terms of clause 16; and

15.1.2 any other disputes that have been referred to the council in terms of the Act.

15.2 Except as set out in clauses 23 to 25, if a dispute remains unresolved after conciliation, the council must arbitrate the dispute if—

15.2.1 the parties to the dispute are parties to the council; or

15.2.2 the Act requires that the dispute be arbitrated and any party to the dispute has requested that the dispute be resolved through arbitration; or

15.2.3 all the parties to the dispute consent to arbitration under the auspices of the council.

16. Disputes about matters of mutual interest

16.1 Except as set out in clauses 23 to 25, 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—

16.1.1 on the one side—

16.1.1.1 one or more registered trade union(s);

- 16.1.1.2 one or more employee(s); or
- 16.1.1.3 one or more registered trade union(s) and one or more employee(s); and
- 16.1.2 on the other side—
 - 16.1.2.1 one or more registered employers' organisation(s);
 - 16.1.2.2 one or more employer(s); or
 - 16.1.2.3 one or more registered employers' organisation(s) and one or more employer(s).
- 16.2 The party who refers the dispute to the council must satisfy the council that a copy of the referral has been served on all the other parties to the dispute.

17. Resolution of disputes through conciliation

- 17.1 Except as set out in clauses 23 to 25, when a dispute has been referred to the council, the council must appoint a commissioner to attempt to resolve it through conciliation.
- 17.2 The appointed commissioner must attempt to resolve the dispute through conciliation within 30 days of the date on which the council received the referral, however, the parties may agree to extend the 30-day period.
- 17.3 The commissioner must determine a process to attempt to resolve the dispute, which may include—
 - 17.3.1 mediating the dispute;
 - 17.3.2 conducting a fact-finding exercise; and
 - 17.3.3 making a recommendation to the parties, which may be in the form of an advisory award.
- 17.4 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, 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.
- 17.5 At the end of the 30-day period or any further period agreed to between the parties—
 - 17.5.1 the commissioner must issue a certificate stating whether or not the dispute has been resolved;
 - 17.5.2 the council must serve a copy of that certificate on each party to the dispute or the person/s who represented each party at the conciliation proceedings; and
 - 17.5.3 the commissioner must file the original of that certificate with the council.

18. Appointment of arbitrator to resolve dispute through arbitration

- 18.1 Except as set out in clauses 23 to 25, if the Act requires a dispute to be resolved through arbitration, the council must appoint an arbitrator to arbitrate that dispute, if—
 - 18.1.1 the commissioner has issued a certificate stating that the dispute remains unresolved; and
 - 18.1.2 any party to the dispute has requested that the dispute be resolved through arbitration.
- 18.2 An arbitrator appointed in terms of clause 18.1 may be the commissioner who attempted to resolve the dispute through conciliation.
- 18.3 Any party to the dispute who objects to the arbitration being conducted by the commissioner who conciliated the dispute, may file an objection with the council and must satisfy the council that a copy of the objection has been served on all the other parties to the dispute.
 - 18.3.1 When the council receives an objection it must appoint another arbitrator to resolve the dispute by arbitration.
- 18.4 The parties to a dispute may request the council, in appointing an arbitrator in terms of clause 18.1 or 18.3.1 to take into account their stated preference, to the extent that this is reasonably practicable in the circumstances.
 - 18.4.1 The stated preference contemplated above must—
 - 18.4.1.1 be in writing;
 - 18.4.1.2 list no more than three arbitrators;
 - 18.4.1.3 furnish proof that the request is made with the agreement of all the parties to the dispute; and
 - 18.4.1.4 be submitted within 48 hours of the date of the certificate referred to in clause 18.1.1.

19. Appointment of senior arbitrator to resolve dispute

- 19.1 In the circumstances contemplated in clause 18.1, any party to the dispute may apply to the general secretary to appoint a senior arbitrator to attempt to resolve the dispute through arbitration.
- 19.2 When considering whether the dispute should be referred to a senior arbitrator, the general secretary must hear from the party making the application, as well as from the other party to the dispute, and from the commissioner who conciliated the dispute.

- 19.3 The general secretary may recommend to the council that it appoint a senior arbitrator to resolve the dispute through arbitration, after having considered—
- 19.3.1 the nature of the questions of law raised by the dispute;
 - 19.3.2 the complexity of the dispute;
 - 19.3.3 whether there are conflicting arbitration awards that are relevant to the dispute; and
 - 19.3.4 the public interest.
- 19.4 The general secretary must notify the parties to the dispute of the decision of the council and—
- 19.4.1 if the application has been granted, request the chairman for the time being of CCMA to appoint a senior arbitrator to arbitrate the dispute; or
 - 19.4.2 if the application has been refused, confirm the appointment of the arbitrator initially appointed.
- 19.5 The council's decision is final and binding.
- 19.6 No person may apply to any court of law to review the council's decision until the dispute has been arbitrated.

20. General provisions for arbitration proceedings

- 20.1 The arbitrator may conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- 20.2 Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- 20.3 If all the parties consent, the arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation.
- 20.4 In any arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a co-employee 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 an employee.
- 20.5 If a party to the dispute fails to appear in person or to be represented at the arbitration proceedings, and that party—
- 20.5.1 had referred the dispute to the council, the arbitrator may dismiss the matter; or
 - 20.5.2 had not referred the dispute to the council, the arbitrator may—
 - 20.5.2.1 continue with the arbitration proceedings in the absence of that party; or
 - 20.5.2.2 adjourn the arbitration proceedings to a later date.
- 20.6 The arbitrator must take into account any code of good practice that has been issued by NEDLAC or guidelines published by the council in accordance with the provisions of the Act that is relevant to a matter being considered in the arbitration proceedings.
- 20.7 Within 14 days of the conclusion of the arbitration proceedings—
- 20.7.1 the arbitrator must issue an arbitration award with brief reasons, signed by that arbitrator;
 - 20.7.2 the council must serve a copy of that award on each party to the dispute or the person who represented a party in the arbitration proceedings.
- 20.8 On good cause shown, the general secretary may extend the period within which the arbitration award and the reasons are to be served and filed.
- 20.9 The arbitrator may make any appropriate arbitration award in terms of the Act, including, but not limited to, an award—
- 20.9.1 that gives effect to any collective agreement;
 - 20.9.2 that gives effect to the provisions and primary objects of the Act;
 - 20.9.3 that includes, or is in the form of, a declaratory order.
- 20.10 The arbitrator may not include an order for costs in the arbitration award unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—
- 20.10.1 by proceeding with or defending the dispute in the arbitration proceedings;
 - 20.10.2 in its conduct during the arbitration proceedings.

21. Special provisions for arbitrations about dismissals for reasons related to conduct or capacity

21.1 If the dispute being arbitrated is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or capacity, the parties, despite clause 20.4, are not entitled to be represented by a legal practitioner in the arbitration proceedings unless—

21.1.1 the arbitrator and all the other parties consent; or

21.1.2 the arbitrator concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—

21.1.2.1 the nature of the questions of law raised by the dispute;

21.1.2.2 the complexity of the dispute;

21.1.2.3 the public interest; and

21.1.2.4 the comparative ability of the opposing parties or their representatives to deal with the arbitration of the dispute.

22. Resolution of disputes if parties consent to arbitration under the auspices of the council

22.1 If a dispute remains unresolved after conciliation, the council must arbitrate the dispute if a party to the dispute would otherwise be entitled to refer the dispute to the Labour Court for adjudication and, instead, all the parties agree in writing to arbitration under the auspices of the council.

22.2 The arbitration proceedings must be conducted in accordance with sections 136, 137 and 138 of the Act.

22.3 The arbitration agreement contemplated in clause 22.1 may be terminated only with the consent of all the parties to that agreement, unless the agreement itself provides otherwise.

22.4 Any party to the arbitration agreement may apply to the Labour Court at any time to vary or set aside that agreement, which the Court may do on good cause shown.

22.4.1 If any party to an arbitration agreement commences proceedings before the Commission or in the Labour Court against any other party to that agreement about any matter that the parties agreed to refer to arbitration, any party to those proceedings may ask the Commission or the Court, as the case may be—

22.4.1.1 to stay those proceedings and refer the dispute to arbitration by the council; or

22.4.1.2 with the consent of the parties and where it is expedient to do so, to continue with the proceedings with a commissioner or the Court acting as arbitrator, in which case the commissioner or Court may only make an order corresponding to the award that an arbitrator appointed by the council could have made.

22.4.2 If the commissioner or the Court is satisfied that there is sufficient reason for the dispute to be referred to arbitration in accordance with the arbitration agreement, the commissioner or the Court may stay those proceedings, on any conditions.

23. Disputes between the parties to the council

Despite the provisions of clauses 15, 16 and 17, if a dispute arises between the parties to the council, which the party are not able to settle among themselves, any party to the dispute may at any time give notice to the other party and to the general secretary that a dispute exists which must be referred to arbitration. For the purposes of this clause any reference to a party to the council excludes any person contemplated by section 51 (2) (ii) of the Act. A dispute involving any person contemplated by section 51 (2) (ii) of the Act will be dealt with in the manner provided in clauses 15 to 32, but with the exclusion of clauses 23 and 24.

24. Disputes involving this constitution and the parties to the council

Despite the provisions of clauses 15, 16 and 17, if a dispute arises between the parties to the council about the interpretation or application of this constitution it must be referred to arbitration for determination. For the purposes of this clause any reference to a party to the council excludes any person contemplated by section 51 (2) (ii) of the Act. A dispute involving any person contemplated by section 51 (2) (ii) of the Act will be dealt with in the manner provided for in clauses 15 to 32, but with the exclusion of clauses 23 and 24.

25. Disputes in terms of section 30 (j) of the Act

Despite the provisions of clauses 15, 16 and 17, if dispute arises between a registered trade union that is a party to the council, or its members, or both, on the one hand, and employers who belong to a registered employers' organisation that is a party to the council, on the other hand, and the dispute has not been settled by the council after three meetings have been held for that purpose, it must be referred to arbitration for final determination.

26. Powers of arbitrator when attempting to resolve disputes

26.1 An arbitrator who has been appointed to resolve a dispute, including any dispute contemplated by clauses 23 to 25 may—

26.1.1 subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute;

- 26.1.2 subpoena any person who is believed to have possession or control of any book, document or object relevant to the resolution of the dispute; to appear before the arbitrator to be questioned or to produce that book, document or object;
- 26.1.3 call, and if necessary subpoena, any expert to appear before the arbitrator to give evidence relevant to the resolution of the dispute;
- 26.1.4 call any person who was present at the conciliation or arbitration proceedings or who was or could have been subpoenaed for any purpose set out in this clause, to be questioned about any matter relevant to the dispute;
- 26.1.5 administer an oath or accept an affirmation from any person called to give evidence or be questioned;
- 26.1.6 at any reasonable time, but only after obtaining the necessary written authorisation—
 - 26.1.6.1 enter and inspect any premises on or in which any book, document or object, relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds of being found there; and
 - 26.1.6.2 examine, demand the production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; and
 - 26.1.6.3 inspect, and retain for a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the council.
- 26.2 A subpoena issued for any purpose in terms of clause 26.1 must be signed by the general secretary and must—
 - 26.2.1 specifically require the person named in it to appear before the arbitrator;
 - 26.2.2 sufficiently identify the book, document or object to be produced; and
 - 26.2.3 state the date, time and place at which the person is to appear.
- 26.3 The written authorisation referred to in clause 26.1.6—
 - 26.3.1 if it relates to residential premises, may be given only by a judge of the Labour Court, and then only on the application of the arbitrator setting out under oath or affirmation the following information:
 - 26.3.1.1 The nature of the dispute;
 - 26.3.1.2 the relevance of any book, document or object to the resolution of the dispute;
 - 26.3.1.3 the presence of any book, document or object on the premises; and
 - 26.3.1.4 the need to enter, inspect or seize the book, document or object; and
 - 26.3.2 in all other cases, may be given by the general secretary.
- 26.4 The owner or occupier of any premises that an arbitrator is authorised to enter and inspect, and every person employed by that owner or occupier, must provide any facilities that an arbitrator requires to enter those premises and to carry out the inspection or seizure.
- 26.5 The arbitrator must issue a receipt for any book, document or object seized in terms of clause 26.4.
- 26.6 The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally to the questioning of any person or the production or seizure of any book, document or object in terms of this clause.
- 26.7 The council must pay the prescribed witness fee to each person who appears before an arbitrator in response to a subpoena issued by the general secretary.

27. Effect of arbitration awards

- 27.1 An arbitration award issued by an arbitrator is final and binding and it may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.
- 27.2 An arbitration award may only be enforced in terms of 27.1 if the director has certified that the arbitration award is an award contemplated in terms of clause 27.1.
- 27.3 If a party fails to comply with an arbitration award that orders the performance of an act, other than the payment of an amount of money, any other party to the award may enforce it by way of contempt proceedings instituted in the Labour Court.
- 27.4 If an arbitration award orders a party to pay a sum of money, the amount earns interest from the date of the award at the same rate as the rate prescribed from time to time in respect of a judgment debt in terms of section 2 of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), unless the award provides otherwise.

28. Variation and rescission of arbitration awards

- 28.1 Any arbitrator who has issued an arbitration award or ruling, acting on the arbitrator's own accord or on the application of any affected party, may vary or rescind an arbitration award or ruling—
- 28.1.1 erroneously sought or erroneously made in the absence of any party affected by that award;
 - 28.1.2 in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - 28.1.3 granted as a result of a mistake common to the parties to the proceedings.

29. Review of arbitration awards

- 29.1 Any party to a dispute who alleges a defect in any arbitration proceedings under the auspices of the council may apply to the Labour Court for an order setting aside the arbitration award—
- 29.1.1 within six weeks of the date that the award was served on the applicant, unless the alleged defect involves corruption; or
 - 29.1.2 if the alleged defect involves corruption, within six weeks of the date that the applicant discovers the corruption.
- 29.2 A defect referred to in clause 29.1, means—
- 29.2.1 that the arbitrator—
 - 29.2.1.1 committed misconduct in relation to the duties of the arbitrator as an arbitrator;
 - 29.2.1.2 committed a gross irregularity in the conduct of the arbitration proceedings;
 - 29.2.1.3 exceeded the arbitrator's powers; or
 - 29.2.2 that an award has been improperly obtained.
- 29.3 The Labour Court may stay the enforcement of the award pending its decision.
- 29.4 If the award is set aside, the Labour Court may—
- 29.4.1 determine the dispute in the manner it considers appropriate; or
 - 29.4.2 make any order it considers appropriate about the procedures to be followed to determine the dispute.

30. Exclusion of Arbitration Act

The Arbitration Act, 1965 (Act No. 42 of 1965), does not apply to any arbitration under the auspices of the council.

31. Council may provide advice

- 31.1 If asked, the council may advise any party to a dispute in terms of the Act about the procedures to be followed for the resolution of that dispute.
- 31.2 If the response of a request for advice, the council may provide the advice that it considers appropriate.

32. Request for pre-dismissal arbitration

- 32.1 Any party to the dispute may in terms of the Collective Agreement request the council to conduct a pre-dismissal arbitration by delivering a completed form prescribed by the council to the council.
- 32.2 When filing the prescribed form, the employer must pay an amount of R3 420,00 (R3 000,00 plus VAT) to a bank account of the council. Payment of the fee may only be made by—
- 32.2.1 bank guaranteed cheque; or
 - 32.2.2 electronic transfer.
- 32.3 Upon payment of the fee as set out above, the council must notify the parties of the date, time and place of the pre-dismissal arbitration.
- 32.4 If the council is unable to set this matter down within 21 days of receipt of the fee the council will be required to refund the fee paid in terms of 32 (2).
- 32.5 An arbitrator appointed in terms of this clause has all the powers conferred on a commissioner as contemplated in the Act, read with the changes required by the context.
- 32.6 The provisions of sections 143 to 146 of the Act apply to any award made by an arbitrator made in terms of this clause.
- 32.7 An arbitrator conducting a pre-dismissal arbitration in terms of this clause must, in terms of the Act, direct what action, if any, should be taken against the employee.
- 32.8 In any arbitration in terms of this clause a party to the dispute may appear in person or be represented only by—
- 32.8.1 a co-employee;
 - 32.8.2 a director or employee, if the party is a juristic person;

- 32.8.3 any member, office bearer or official of that party's registered trade union or registered employers' organisation; or
- 32.8.4 a legal practitioner by agreement between the parties.

ANNEXURE G

(Clauses 30.1 and 30.2.2 of the Main Collective Agreement)

THE PROCEDURE FOR EXEMPTION FROM THE COUNCIL'S COLLECTIVE AGREEMENTS

'CLAUSE 33 OF THE COUNCIL'S CONSTITUTION'

[Note: The procedure set out in clause 33 applies only to applications for exemption by parties to the council. If the application for exemption is made by a person who is a non-party to whom a collective agreement has been extended by the Minister in terms of section 32 of the Act, it is governed by the terms of that collective agreement and not by clause 33.]

33. The procedure for exemption from the council's collective agreements

- 33.1 The council must establish an exemptions committee.
- 33.2 An application for an exemption from any provision of a collective agreement should in the first instance be addressed to the general secretary, or an agent of the council.
- 33.3 The general secretary will appoint an agent of the council to investigate the application and compile any further information on the applicant which he or she thinks necessary or desirable, and will ensure that the employees who will be affected by any proposed exemption have been consulted by the applicant. The agent will also assess the level of knowledge which the applicant and his or her employees have of the council, the benefits offered as well as the collective bargaining process, and make sure that this knowledge is conveyed to the applicant and the employees concerned.
- 33.4 The application will then be referred to the exemptions committee which may, if it thinks it necessary or desirable, co-opt for that purpose members with specialised knowledge. Any specific representations from the applicant must be tabled at the same time. The applicant should be encouraged to attend the exemption meeting personally to ensure that all relevant information is considered, and so that the committee has the opportunity to explain to the applicant any matter on which he or she may be misinformed.
- 33.5 In considering the application it is the duty of the exemptions committee to take into account—
 - 33.5.1 the applicant's level of compliance with all contributions to the council as prescribed in the Main Collective Agreement, and with any other statutory requirements such as Workmen's Compensation, VAT, Income Tax, Unemployment Insurance Fund contributions, Regional Services Council contributions, and Skills Development Levies;
 - 33.5.2 the interests of the Industry from the point of view of such matters as—
 - 33.5.2.1 health and safety;
 - 33.5.2.2 training;
 - 33.5.2.3 productivity;
 - 33.5.2.4 job security;
 - 33.5.2.5 fair competition;
 - 33.5.2.6 exploitation of employees;
 - 33.5.2.7 poverty and unemployment;
 - 33.5.2.8 tax burden;
 - 33.5.2.9 undermining of the collective bargaining process;
 - 33.5.2.10 those that would encourage or discourage greatest compliance with the collective agreements;
 - 33.5.3 the interests of the applicant in relation to such matters as—
 - 33.5.3.1 his or her financial position;
 - 33.5.3.2 competition;
 - 33.5.3.3 productivity;
 - 33.5.4 the interests of the employees in relation to such matters as—
 - 33.5.4.1 job security;
 - 33.5.4.2 exploitation/maintenance of minimum standards;
 - 33.5.4.3 portability of benefits;
 - 33.5.4.4 poverty and employment;

- 33.5.4.5 cost effectiveness of benefits;
 - 33.5.5 the interests of industrial relations in relation to such matters as—
 - 33.5.5.1 effect on collective bargaining;
 - 33.5.5.2 potential for labour unrest;
 - 33.5.6 any conditions which should be imposed in granting or refusing the application for exemption—
 - 33.5.7 as a matter of principle—
 - 33.5.7.1 that permanent exemption should not be considered, and that any exemption should be for a period only, with compliance partial or phased;
 - 33.5.7.2 that exemption should not be granted from payment of the council levy by which funds are generated for payment of the expenses of the operation by the council.
 - 33.6 The exemptions committee must communicate its decision to the applicant, specifying its motivation in refusing the application, if that is the outcome of the application.
 - 33.7 Any person aggrieved by the decision of the exemptions committee may appeal in writing to the council within 14 days of the date on which the decision was communicated to that person. The notice of appeal must specify the decision (or part of it) appealed against, and must specify the grounds of appeal. The appellant has the right to be heard personally on the appeal, or if the appellant is a legal person, through a director or member. No appellant has the right to legal representation or appeal. On appeal the council may vary, reverse or confirm the decision of the exemptions committee, and the decision of the council is final and binding.
-

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