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DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1350**26 November 2004**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL:
RURAL AREAS MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1326 of 25 October 2002; R. 404 of 28 March 2003; R. 660 of 16 May 2003 and R. 1372 of 3 October 2003 with effect from 26 November 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1350**26 November 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL:
LANDELIKE GEBIEDE HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 1326 van 25 Oktober 2002; R. 404 van 28 Maart 2003; R. 660 van 16 Mei 2003 en R. 1372 van 3 Oktober 2003 in, met ingang van 26 November 2004.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 1351**26 November 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF
RE-ENACTING AND AMENDING RURAL AREAS MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 29 November 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1351**26 November 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN LANDELIKE GEBIEDE
HOOF KOLLEKTIEWE HERBEKRAFTIGINGS- EN WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Phumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 29 November 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

LABOUR RELATIONS ACT, 1995

FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

MAIN COLLECTIVE AGREEMENT: RURAL AREAS

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

Furniture and Wood Products Manufacturer's Association

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

National Union of Furniture and Allied Workers of South Africa (NUFASA)

and the

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

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CHAPTER ONE

(PURPOSE, SCOPE, APPLICATION AND DEFINITIONS)

1. PURPOSE OF AGREEMENT

- 1.1 Owing to the history of the rural areas of KwaZulu-Natal, the region has developed into a unique and sensitive manufacturing environment, which in the past was largely unorganized. Since the Furniture Manufacturing Industry plays an important role in the region and its economy, employers and their employees have agreed on basic conditions of employment to protect the Furniture Manufacturing Industry and the overall economy of the region.
- 1.2 Both the employers and the employees who are parties to this Agreement intend becoming members of the Bargaining Council for the Furniture Manufacturing Industry, KZN (hereinafter referred to as the Bargaining Council): Provided that—
 - 1.2.1 the Bargaining Council fix these conditions, as set out in this document, as conditions for the Furniture Manufacturing Industry in the magisterial districts as set out in clause 2.1
 - 1.2.2 terms and conditions agreed upon at regional level be administered by the Bargaining Council for the Furniture Manufacturing Industry, KZN.

2. SCOPE OF APPLICATION OF AGREEMENT

- 2.1 The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
 - 2.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade unions and who are engaged or employed therein;
 - 2.1.2 in Area B, which consists of the Magisterial Districts of Umvoti (Greytown), Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;
 - 2.1.3 in Area C, which consists of the remainder of the Province of KwaZulu-Natal, excluding Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.
- 2.2 Notwithstanding the provisions of clause 2.1.1, the provisions of this Agreement shall not apply to professionals, technical administrators, sales and office staff and persons as defined in section 6(1)(c) of the Basic Conditions of Employment Act, 1997, or to managers, submanagers, foremen and supervisory staff if such employees are in receipt of regular remuneration.
- 2.3 Notwithstanding the provisions of clause 6.1, the provisions of this Agreement, excluding those contained in clauses 5, 24, 44, 48 and 50 of the Main Agreement shall not apply to an employer who carries on not more than one business within the scope of application of this Agreement who employs ten or less employees at all times in or in connection with such business and who complies with the relevant provisions of the Basic Conditions of Employment Act, 1997: Provided that any working partner, director or member be regarded an employee for the purpose of establishing the number of employees in such business.
- 2.4 The provisions of clause 2.3 shall not apply where an employer has more than 10 employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces this number of employees to ten or less.
- 2.5 The terms of this Agreement shall not apply to non-parties in respect of clauses 2.1.1, 18 and 41.

3. DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act; and, unless inconsistent with the context—

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

“**caretaker**” or “**watchman**” means an employee who is engaged in guarding premises or other property and/or goods;

“**Commission**” means the Commission for Conciliation Mediation and Arbitration;

- 7.7 Every employee shall be given a tea interval as per current employer practice, providing it is not less than 20 minutes during one working shift.

8. OVERTIME, LIMITATION OF AND PAYMENT FOR OVERTIME AND WORK ON SUNDAYS

- 8.1 Subject to this Chapter, an employer may not require or permit an employee—
- 8.1.1 to work overtime except in accordance with an agreement, including but not limited to, the contract of employment;
 - 8.1.2 to work more than—
 - 8.1.2.1 12 hours on any day, or
 - 8.1.2.2 15 hours' overtime a week.
- 8.2 An employer shall pay an employee at least one and a third times the employee's wage for overtime worked.
- 8.3 Where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rates: Provided that—
- 8.3.1 if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and
 - 8.3.2 where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this clause shall not apply and to the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate as proof for cause of absence.
- 8.4 An employer shall pay an employee who works on a Sunday at double the employee's wage for each hour worked.
- 8.5 If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of clause 8.4 is less than the employee's ordinary daily wage, the employer shall pay the employee's ordinary daily wage.
- 8.6 Notwithstanding clause 8.4 and 8.5 an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of clause 8.4 and 8.5.
- 8.7 Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday, shall not be taken into account in calculating an employee's ordinary hours of work in terms of clause 7, but shall be taken into account in calculating the overtime worked by the employee in terms of clause 8.1
- 8.8 If a shift worked by an employee falls on a Sunday and another day, the whole shift shall be deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift shall be deemed to have been worked on the other day.
- 8.9 8.9.1 An employer shall grant paid time off in terms of clause 8.6 within one month of the employee's becoming entitled to it.
- 8.9.2 An agreement in writing may increase the period contemplated by clause 8.9.1 to 12 months.

9. SHORT TIME

- 9.1 When it is found necessary to place employees in an establishment on short time owing to slackness of trade, shortage of raw materials or general breakdown of plant or machinery caused by accident or any unforeseen emergency, or as deemed necessary by the employer, notice shall be given to employees so affected.
- 9.2 When, as a result of a major power failure, a general breakdown of plant or machinery outside an establishment or caused by accident or any unforeseen emergency causing cessation of work, it is found necessary to place employees in an establishment on short time, the employees so affected may within a period of four hours be placed on short time for the duration of the power failure: Provided that the employees so affected shall be paid in respect of such day an amount of not less than two hours' wages.
- 9.3 Except as provided for in clause 9.2 above, an employee who on any day reports for duty at the usual starting time of the establishment and for whom no work is available, shall be paid in respect of such day an amount of not less than four hours' wages, unless he was notified by his employer previously that his services would not be required on that particular day.

10. COMPRESSED WORKING WEEK

- 10.1 An agreement in writing, including but not limited to the contract of employment, may require or permit an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 7.3, without receiving overtime pay.
- 10.2 An agreement in terms of clause 10.1 may not require or permit an employee to work—
- 10.2.1 more than 45 ordinary hours of work in any week;
 - 10.2.2 more than 15 hours overtime in any week; or
 - 10.2.3 on more than five days in any week.

11. PUBLIC HOLIDAYS, WORK ON AND PAYMENT FOR WORK ON PUBLIC HOLIDAYS

- 11.1 If a public holiday falls on a day on which an employee would ordinarily work, an employer shall pay—
- 11.1.1 an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;
 - 11.1.2 an employee who does work on the public holiday, a normal wage for every such hour worked in addition to the normal day's wage that is required to be paid for such public holiday.
- 11.2 If an employee works on a public holiday on which the employee would not ordinarily work, the employer shall pay the employee an amount equal to—
- 11.2.1 the employee's ordinary daily wage; plus
 - 11.2.2 the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or output.
- 11.3 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.
- 11.4 An employer shall pay an employee for a public holiday on the employee's usual pay day.
- 11.5 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 such other day.
- 11.6 Should an employee absent himself on the day before and/or the day following the public holiday, such employee will not be remunerated for the said public holiday, unless a valid medical certificate is handed to the employer.

12. NIGHTWORK

- 12.1 In this clause "nightwork" means work performed after 18:00 and before 06:00 the next day.
- 12.2 An employer may only require or permit an employee to perform nightwork, if so agreed; and if—
- 12.2.1 the employee is compensated by the payment of an allowance, equal to the shift allowance and agreed to between the employer and employee; and
 - 12.2.2 transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- 12.3 An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day shall—
- 12.3.1 inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands—
 - 12.3.1.1 of any health and safety hazards associated with a the work that the employee is required to perform; and
 - 12.3.1.2 of the employee's right to undergo a medical examination in terms of clause 12.3.2.
 - 12.3.2 at the request of the employee enable the employee to undergo a medical examination, for the account of the employer, concerning any hazards—
 - 12.3.2.1 before the employee starts, or within a reasonable period of the employee's starting, such work, and
 - 12.3.2.2 at appropriate intervals while the employee continues to perform such work; and
 - 12.3.3 transfer the employee to suitable day work within a reasonable time if—
 - 12.3.3.1 the employee suffers from a health condition associated with the performance of nightwork; and
 - 12.3.3.2 it is practicable for the employer to do so.
- 12.4 For the purposes of clause 12.3 an employee works on a regular basis if the employee works for a period of longer than an hour after 23:00 and before 06:00 at least five times per month or 50 times per annum.
- 12.5 The Minister may, after consulting with the Commission, make regulations relating to the conduct of medical examinations for employees who perform nightwork.

CHAPTER THREE**(LEAVE)****13. ANNUAL LEAVE / SHUTDOWN**

- 13.1 In this Chapter, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following—
- 13.1.1 an employee's commencement of employment; or
 - 13.1.2 the completion of that employee's prior leave cycle.
- 13.2 An employer shall grant an employee at least—
- 13.2.1 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or
 - 13.2.2 by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;

- 13.2.3 by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.
- 13.3 An employee shall be entitled to take annual leave in terms of clause 13.2 on consecutive days.
- 13.4 An employee shall grant annual leave not later than six months after the end of the annual leave cycle.
- 13.5 An employer may not require or permit an employee to take annual leave during—
- 13.5.1 any other period of leave to which the employee is entitled in terms of this Chapter; or
 - 13.5.2 any period of notice of termination of employment.
- 13.6 Notwithstanding clause 13.5 an employer may permit an employee, depending on the operational requirements of the employer and at the employee's written request, to take unpaid leave.
- 13.7 An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
- 13.8 An employer shall grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- 13.9 An employer may not require or permit an employee to work for the said employer or any other employer during any period of annual leave, unless by agreement.
- 13.10 Annual leave, including annual shutdown, shall be taken—
- 13.10.1 in accordance with an agreement between the employer and employee; or
 - 13.10.2 if there is no agreement in terms of clause 13.10.1, at a time determined by the employer in accordance with this clause.
- 13.11 An employer may not pay an employee instead of granting paid leave in terms of this section except—
- 13.11.1 on termination of employment; and
 - 13.11.2 in accordance with clause 32.1.1 and 32.1.2.

14. PAY FOR ANNUAL LEAVE

- 14.1 An employer shall pay an employee leave pay at least equivalent to the remuneration that the employee would have received for working for a period equal to the period of annual leave, calculated—
- 14.1.1 at the employee's rate of remuneration immediately before the beginning of the period of annual leave; and
 - 14.1.2 in accordance with clause 18.
- 14.2 An employer shall pay an employee leave pay—
- 14.2.1 before the beginning of the period of leave; or
 - 14.2.2 by agreement, on the employee's usual pay day.

15. SICK LEAVE

- 15.1 In this Chapter, "sick-leave cycle" means the period of 36 months' employment with the same employer immediately following—
- 15.1.1 an employee's commencement of employment; or
 - 15.1.2 the completion of that employee's prior sick-leave cycle.
- 15.2 During every sick-leave cycle, an employee shall be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 15.3 Notwithstanding clause 15.2 during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.
- 15.4 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave referred to in clause 15.2 by the number of days' sick leave taken in terms of clause 15.3.
- 15.5 Subject to clause 16, an employer shall pay an employee for a day's sick leave—
- 15.5.1 the wage the employee would ordinarily have received for work on that day; and
 - 15.5.2 on the employee's usual pay day.
- 15.6 By agreement the pay to which an employee is entitled in respect of any day's absence in terms of this clause may be reduced if—
- 15.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - 15.6.2 the employee's entitlement to pay—
 - 15.6.2.1 for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - 15.6.2.2 for sick leave over the sick-leave cycle is at least equivalent to the employee's entitlement in terms of clause 15.6.2.

16. PROOF OF INCAPACITY

- 16.1 An employer shall not be required to pay an employee in terms of clause 15 if the employee has been absent from work for more than two consecutive days and does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence.
- 16.2 The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

17. APPLICATION TO OCCUPATIONAL ACCIDENTS OR DISEASES

Clauses 15 and 16 shall not apply to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), or the Occupational Diseases in Mines and Works Act, 1973 (Act No. 78 of 1973), except in respect of any period during which no compensation is payable in terms of those Acts.

18. SHOP STEWARDS' LEAVE

- 18.1 Shop stewards shall, for the purpose of attending training courses and/or seminars and/or meetings by the trade union that is a party to this Agreement, be entitled to two days' paid leave per annum, pooled up to a maximum of 15 days per annum, with effect from the date of the coming into operation of this Agreement, subject to the following conditions:
- 18.1.1 The leave cycle shall commence on 1 January of each year. Leave not taken in a leave cycle shall not accumulate.
- 18.1.2 Shop stewards' leave shall be taken only during the first eight calendar months of the year: Provided that if leave is requested during the later part of the year, this shall be the subject of consultation between the parties.
- 18.1.3 The name(s) of the shop steward(s) elected shall be conveyed to the employer by the union in writing.
- 18.1.4 Prior arrangements shall be made by the trade union with an employer for the release of key staff. Not more than 50 per cent of elected senior shop stewards and/or shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- 18.1.5 The trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance.
- 18.1.6 The trade union shall furnish to the employer written proof that the training course and/or seminar and/or meeting for which purpose the paid leave was granted was attended by the particular shop steward.
- 18.1.7 The number of shop stewards elected at any particular establishment shall be in terms of provisions as contained in the relevant and applicable Recognition Agreements, and if there is no such agreement as per the provisions of the Labour Relations Act.

19. MATERNITY LEAVE

- 19.1 Any female employee going on confinement shall be entitled to unpaid maternity leave for a period not exceeding four months, with a guarantee of reinstatement after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted.
- 19.2 The employee on maternity leave shall, before or in the expiry date of the four-month period, notify her employer whether or not she will recommence employment.
- 19.3 Proof of confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or a death certificate, in the case of a still birth, or a medical certificate in the case of a miscarriage.
- 19.4 The employer may extend the four-month guarantee period on receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- 19.5 The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave, on a temporary contract of employment for the period of absence of the employee who has been granted maternity leave. Temporary contracts of employment may be obtained from the Council in a pro forma format.
- 19.6 During the period referred to in clause 19.4 all the provisions of the agreements administered by the Council shall apply to the temporary employee.
- 19.7 During the contract period the employer may, subject to the principles laid down from time to time in the Basic Conditions of Employment Act, 1997, or for any other reason recognised in law, terminate the contract of temporary employment.

20. FAMILY RESPONSIBILITY LEAVE

- 20.1 This clause shall apply to an employee—
- 20.1.1 who has been in employment with an employer for longer than four months; and
- 20.1.2 who works for at least four days a week for that employer.
- 20.2 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—
- 20.2.1 when the employee's child is born;
- 20.2.2 when the employee's child is sick; or

- 20.2.3 in the event of the death of—
 - 20.2.3.1 the employee's spouse or life partner; or
 - 20.2.3.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 20.3 Subject to clause 20.5, an employer shall pay an employee for a days' family responsibility leave—
 - 20.3.1 the wage the employee would ordinarily have received for work on that day; and
 - 20.3.2 on the employee's usual pay day.
- 21.3 A separate forum, established/appointed by the Rural Chamber shall investigate and further negotiate the minimum standards required for a Provident Fund which will be acceptable to all parties.

22. MEDICAL ASSISTANCE

All existing in-house policies and conditions relating to medical assistance shall continue to apply.

CHAPTER FIVE

(PARTICULARS OF EMPLOYMENT AND REMUNERATION)

23. WRITTEN PARTICULARS OF EMPLOYMENT

- 23.1 An employer shall supply an employee, when the employee commences employment, with the following particulars in writing—
 - 23.1.1 the full name and address of the employer;
 - 23.1.2 the name and occupation of the employee, or a brief description of the work for which the employee is employed;
 - 23.1.3 the place of work, and where the employee is required or permitted to work at various places, an indication of this;
 - 23.1.4 the date on which the employment began;
 - 23.1.5 the employee's ordinary hours of work and days of work;
 - 23.1.6 the employee's wage, or the rate and method of calculation of wages;
 - 23.1.7 the rate of pay for overtime work;
 - 23.1.8 any other cash payments that the employee is entitled to;
 - 23.1.9 any payment in kind that the employee is entitled to and the value of the payment in kind;
 - 23.1.10 how frequently remuneration will be paid;
 - 23.1.11 any deductions to be made from the employee's remuneration;
 - 23.1.12 the leave to which the employee is entitled;
 - 23.1.13 the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;
 - 23.1.14 the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;
 - 23.1.15 a description of any council or sectoral determination which covers the employer's business;
 - 23.1.16 any period of employment with a previous employer that counts towards the employee's period of employment.
- 23.2 When any matter listed in clause 23.1 changes—
 - 23.2.1 the written particulars shall be revised to reflect the change; and
 - 23.2.2 the employee shall be supplied with a copy of the document reflecting the change.
- 23.3 If an employee is not able to understand the written particulars, the employer shall ensure that they are explained to the employee in a language and a manner that the employee understands.
- 23.4 Written particulars in terms of this clause shall be kept by the employer for a period of one year.

24. KEEPING OF RECORDS

- 24.1 Every employer shall keep a record containing at least the following information:
 - 24.1.1 The employee's name and occupation;
 - 24.1.2 the time worked by each employee;
 - 24.1.3 the remuneration paid to each employee;
 - 24.1.4 the date of birth of any employee under 18 years of age; and
 - 24.1.5 any other prescribed information.
- 24.2 A record kept in terms of clause 24.1 shall be kept by the employer for a period of ONE YEAR from the date of the last entry in the record.
- 24.3 No person may make a false entry in a record kept in terms of clause 24.1.
- 24.4 An employer who keeps a record in terms of this clause shall not be required to keep any other record of time worked and remuneration paid as required by any other employment law.

25. PAYMENT OF REMUNERATION

- 25.1 An employer shall pay to an employee any remuneration that is paid in money—
- 25.1.1 in South African currency;
 - 25.1.2 daily, weekly, fortnightly or monthly; and
 - 25.1.3 in cash, by cheque or by direct deposit into an account agreed to by the employee and employer.
- 25.2 Any remuneration paid in cash or by cheque shall be given to each employee—
- 25.2.1 at the workplace;
 - 25.2.2 during the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and
 - 25.2.3 in a sealed envelope which becomes the property of the employee.
- 25.3 An employer shall pay remuneration not later than seven days after—
- 25.3.1 the completion of the period for which the remuneration is payable; or
 - 25.3.2 the termination of the contract of employment.
- 25.4 Clause 25.2 shall not apply to any pension or provident fund payment to an employee that is made in terms of the rules of the Fund.

26. INFORMATION ABOUT REMUNERATION

- 26.1 An employer shall give an employee the following information in writing on each day the employee is paid:
- 26.1.1 The employer's name and address;
 - 26.1.2 the employee's name and occupation;
 - 26.1.3 the period for which the payment is made;
 - 26.1.4 the employee's remuneration in money;
 - 26.1.5 the amount and purpose of any deduction made from the remuneration;
 - 26.1.6 the actual amount paid to the employee; and
 - 26.1.7 if relevant to the calculation of that employee's remuneration—
 - 26.1.7.1 the employee's rate of remuneration and overtime rate;
 - 26.1.7.2 the number of ordinary and overtime hours worked by the employee during the period for which the payment is made; and
 - 26.1.7.3 the number of hours worked by employee on a Sunday or public holiday during that period.
- 26.2 The written information required in terms of clause 26.1 shall be given to each employee—
- 26.2.1 at the workplace; and
 - 26.2.2 during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.

27. DEDUCTIONS AND OTHER ACTS CONCERNING REMUNERATION

- 27.1 An employer may not make any deduction from an employee's remuneration unless—
- 27.1.1 subject to clause 27.2, the employee agrees in writing to the deduction in respect of a debt specified in the agreement; or
 - 27.1.2 the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.
- 27.2 A deduction in terms of clause 27.1.1 may be made to reimburse an employer for loss or damage only if—
- 27.2.1 the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - 27.2.2 the employer has followed a fair procedure and has given the employee reasonable opportunity to show why the deductions should not be made;
 - 27.2.3 the total amount of the debt does not exceed the actual amount of the loss or damage; and
 - 27.2.4 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.
- 27.3 A deduction in terms of clause 27.1.1 in respect of any goods purchased by the employee shall specify the nature and quantity of the goods.
- 27.4 An employer who deducts an amount from an employee's remuneration in terms of clause 27.1 for payment to another person shall pay such amount to the person in accordance with the time period and other requirements specified in the agreement law, court order or arbitration award.
- 27.5 An employer may not require or permit an employee to—
- 27.5.1 repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or

27.5.2 acknowledge receipt of an amount greater than the remuneration actually received.

28. CALCULATION OF REMUNERATION AND WAGES

- 28.1 An employee's wage may be calculated by reference to the number of hours or part thereof the employee ordinarily works, or by any other method agreed to at plant level.
- 28.2 For the purpose of calculating the wage of an employee by time, and employee shall be deemed ordinarily to work—
- 28.2.1 45 hours in a week, unless the employee ordinarily works more or fewer hours in a week;
 - 28.2.2 nine hours in a day or part thereof, 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 clause 10, unless the employee ordinarily works fewer hours in a day.
- 28.3 An employee's monthly remuneration or wage is four and one third times the employee's weekly remuneration or wage.
- 28.4 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—
- 28.4.1 the preceding 13 weeks; or
 - 28.4.2 if the employee has been in employment for a shorter period, that period.
- 28.5 For the purpose of calculating an employee's annual leave pay in terms of clause 14, notice pay in terms of clause 31 or severance pay in terms of clause 33, an employee's remuneration—
- 28.5.1 shall include the cash value of any payment in kind that forms part of the employee's remuneration unless the employee receives that payment in kind; but
 - 28.5.2 shall exclude—
 - 28.5.2.1 gratuities;
 - 28.5.2.2 allowances paid to an employee for the purpose of enabling an employee to work; and
 - 28.5.2.3 any discretionary payments not related to the employee's hours of work or work performance.
- 28.6 Subject to the provisions of clauses 24, 25, 26, 27 and 28, no employer shall pay and no employee shall accept wages lower than those prescribed in Schedule C read with Schedule D.

29. JOB GRADING

- 29.1.1 Artisan
- 29.1.2 Learner Artisan
- 29.1.3 Assistant Foreman
- 29.1.4 Charge hand
- 29.1.5 Clerk
- 29.1.6 Factory Clerk
- 29.1.7 Foreman
- 29.1.8 Grade I Employee
- 29.1.9 Grade II Employee
- 29.1.10 Grade III Employee
- 29.1.11 Handyman
- 29.1.12 Labourer
- 29.1.13 Watchman
- 29.1.14 Driver
- 29.1.15 Factory Driver

CHAPTER SIX

(TERMINATION OF EMPLOYMENT)

30. NOTICE OF TERMINATION OF EMPLOYMENT

Notice of the termination of a contract of employment shall be given by the employer or employee in terms of clause 33.2 or 33.6, whichever applies: Provided that this shall not affect the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient.

31. PAYMENT INSTEAD OF NOTICE

- 31.1 Instead of giving an employee notice in terms of clause 30, an employer may pay the employee the remuneration the employee would have received, calculated in accordance with clause 32, if the employee had worked during the notice period.
- 31.2 If an employee gives notice of termination of employment and the employer waives any part of the notice, the employer shall pay the remuneration referred to in clause 31.1 unless the employer and employee agree otherwise.

32. PAYMENTS ON TERMINATION

- 32.1 On termination of employment, an employer shall pay an employee—
- 32.1.1 remuneration calculated in accordance with clause 14.1 for any period of annual leave due in terms of clause 13.2 that the employee has not taken; and
 - 32.1.2 if the employee has been in employment for longer than four months, in respect of an employee's annual leave entitlement during an incomplete annual leave cycle as defined in clause 13.1—
 - 32.1.2.1 one day's remuneration in respect of every 17 days on which the employee worked or was entitled to be paid; or—
 - 32.1.2.2 remuneration calculated on any basis that is at least as favourable to the employee as that calculated in terms of clause 32.1.2.1.

33. DISMISSAL BASED ON OPERATIONAL REQUIREMENTS

- 33.1 When an employer contemplates dismissing one or more employees for reasons based on the employers' operational requirements, the employer shall have due regard to the provisions of section 189 and/or 189A of the Act.
- 33.2 When it is found necessary to terminate a contract of employment of a party to the contract, the contract may be terminated only on notice of not less than—
- 33.2.1 one week if the employee has been employed for six months or less;
 - 33.2.2 two weeks if the employee has been employed for more than six months, but not more than one year and
 - 33.2.3 four weeks if the employee has been employed for one year or more.
- 33.3 In the event of an employee's having been dismissed in terms of clause 33.1, an employer shall not replace such employee, in that same job category, within four weeks, without first having offered the position to the employee so dismissed: Provided that such employee report for duty within 48 hours of the trade union or, in the case of a non-party employer, the employee having been notified: Provided further that no employee shall be dismissed by reason of short time unless such employee had worked less than 35 hours ordinary time in the pay week preceding such dismissal.
- 33.4 Employees being dismissed, as provided for in clause 33.1, shall be paid a retrenchment/redundancy allowance equal to one week's normal wage for each completed years of service, up to a maximum of 12 weeks.
- 33.5 Notwithstanding the provisions of clause 33.2, an employer and his employee may agree to provide for a longer period of notice than prescribed and, providing that such agreement is confirmed in writing, failure to comply with such arrangement shall be a contravention of this clause.
- 33.6 An employer or employee may terminate the contract of employment without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice an amount not less than the wages the employee would have received, calculated in accordance with clause 33.2 or for such longer period as agreed upon by the employer and his employee in terms of clause 33.5.
- 33.7 The notice referred to in clause 33.2, and 33.5 shall not run concurrently with or shall not be given during—
- 33.7.1 any period of military service;
 - 33.7.2 the holiday period referred to in clause 11.2; or
 - 33.7.3 any period of illness not exceeding two weeks in any one year.

34. CERTIFICATE OF SERVICE

- 34.1 On termination of employment, an employee shall be entitled to a certificate of service stating—
- 34.1.1 the employee's full name;
 - 34.1.2 the name and address of the employer;
 - 34.1.3 a description of any council or sectoral employment standard by which the employer's business is covered;
 - 34.1.4 the title of the job or a brief description of the work for which the employee was employed at date of termination;
 - 34.1.5 the remuneration at date of termination; and
 - 34.1.6 if the employee so requests, the reason for termination of employment.

CHAPTER SEVEN**(PROHIBITION OF EMPLOYMENT OF CHILDREN AND FORCED LABOUR)****35. PROHIBITION OF EMPLOYMENT OF CHILDREN**

- 35.1 No person may employ a child—
- 35.1.1 who is under 15 years of age; or
 - 35.1.2 who is under the minimum school-leaving age in terms of any law, if this is 15 or older.
- 35.2 No person may employ a child in employment—
- 35.2.1 that is inappropriate for a person of that age; or
 - 35.2.2 that places a risk on the child's well-being, education, physical or mental health or spiritual, moral or social development.
- 35.3 A person who employs a child in contravention of clause 35.1 or 35.2 shall be guilty of committing an offence.

36. EMPLOYMENT OF CHILDREN OF 15 YEARS OR OLDER

- 36.1 Subject to clause 35.2 the Minister may, on the advice of the commission, make regulations to prohibit or place conditions on the employment of children who are at least 15 years of age and no longer subject to compulsory schooling in terms of any law.
- 36.2 A person who employs a child in contravention of clause 36.1 shall be guilty of committing an offence.

37. PROHIBITION OF FORCED LABOUR

- 37.1 Subject to the Constitution, all forced labour shall be prohibited.
- 37.2 No person may for his or her own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of clause 37.1
- 37.3 A person who contravenes clauses 37.1 or 37.2 shall be guilty of committing an offence.

CHAPTER EIGHT**(ADMINISTRATION AND ENFORCEMENT OF AGREEMENT)****38. ADMINISTRATION AND ENFORCEMENT OF AGREEMENT**

See clause 44 and Schedule E.

CHAPTER NINE**(GENERAL)****39. INCENTIVE BONUS**

- 39.1 Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representative of management and the employees which, after consultation with the trade union whose members are involved, may agree upon the terms of any such scheme.
- 39.2 The terms of any such incentive scheme and any subsequent alteration thereto that may have been agreed on by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied or terminated unless the committee or the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed on by the parties when entering into such an agreement.
- 39.3 A copy of any agreement entered into in terms of this clause shall be forwarded to the Council. On termination of any such agreement, the Council shall be notified in writing.
- 39.4 Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.
- 39.5 The provisions of this clause shall not apply to learners.

40. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment a legible copy of this Agreement, in English, in a conspicuous place where it is readily accessible to his employees.

41. TRADE UNION REPRESENTATIVES ON COUNCIL

Every employer shall grant to his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

42. ULTRA VIRES

Should any provision of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the period of this Agreement.

43. CONCLUDING AND VARIATION OF AGREEMENT

- 43.1 Upon and following the conclusion of this Agreement on wages and related matters between the parties to the Council, no employer shall be required to enter into a second or subsequent agreement on wages and/or related matters contained in this Agreement during the currency of the Agreement that would have the effect of amending, varying or superseding the concluded Agreement during or before expiry of its currency.

- 43.2 The provisions of clause 43.1 shall similarly apply to an employer who has concluded an agreement with the trade union under the provisions of clause 49.
- 43.3 The provisions of clause 43.1 shall similarly apply to an employer who, under an exemption granted to him by the Chamber under clause 51, has concluded an agreement with any trade union that has majority representation of members among the employees of such employer.

44. ENFORCEMENT OF AGREEMENT AND RESOLUTION OF DISPUTES

- 44.1 Notwithstanding any other provisions of this Agreement, the Council may appoint one or more specified persons and may request the Minister of Labour to appoint such person to be a designated agent in terms of section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.
- 44.2 If, during the course of performing his duties and/or in the event that a complaint is received, the designated agent discovers what appears to be a contravention of this Agreement, the designated agent may—
 - 44.2.1 secure compliance with this Agreement by—
 - 44.2.1.1 publicising the contents of this Agreement;
 - 44.2.1.2 conducting inspections;
 - 44.2.1.3 investigating complaints;
 - 44.2.1.4 issuing compliance orders; or
 - 44.2.1.5 any other means the Council may have adopted.
 - 44.2.2 perform any other function which is conferred or imposed on the agent by the Council.
- 44.3 Should any party to an alleged contravention after receiving a compliance order in terms of clause 44.2.1.4, fail to comply with the provisions of this Agreement within the specified period, the designated agent shall—
 - 44.3.1 Should any party on an alleged contravention after receiving a compliance order in terms of clause 44.2.1.4, fail to comply with the provisions of this Agreement within the specified period, the designated agent shall—
 - 44.3.1 submit a report to the Secretary certifying that the matter remains unresolved; and
 - 44.3.2 attach a copy of the compliance order, which order shall contain the description of the areas of non-compliance with the provisions of this Agreement.
- 44.4 Upon receipt of the report submitted under clause 44.3.1, the Secretary may—
 - 44.4.1 take such steps as are necessary to give effect to any agreement reached in the event of the contravention issue having been resolved; or
 - 44.4.2 refer the alleged contravention to arbitration by an arbitrator appointed by the Council; and an arbitrator so appointed shall have all the powers assigned to an arbitrator, as contemplated by the Act, including but not limited to the powers to impose orders for interest, penalties and costs as contemplated by section 33A of the Act, read with the Regulations.
- 44.5 The Secretary may apply to make the arbitration award and/or settlement agreement an order of the Labour Court.
- 44.6 A designated agent appointed under section 33 (1) of the Act, shall in addition to the powers referred to in this clause, have the powers assigned to a designated agent as set out in Schedule 10 and section 142 of the Act, read with the changes required by the context.

44 A. DISPUTES ABOUT INTERPRETATION OF AGREEMENT

- 44A.1 If there is a dispute about the interpretation of any provision of this Agreement, any party to the dispute may refer the dispute to the Council.
- 44A.2 The party who refers the dispute shall satisfy the Council that a copy of such referral has been served on all other parties to the dispute.
- 44A.3 The Council shall attempt to resolve the dispute through conciliation in terms of the guidelines as contained in Schedule E.
- 44A.4 The Secretary of the Council may require a designated agent to conciliate the dispute.
- 44A.5 The designated agent may investigate the facts surrounding the dispute and if the designated agent has reason to believe that there has been a contravention of this Agreement, the designated agent may endeavour to secure compliance with the Agreement in terms of clause 44.
- 44A.6 The designated agent shall submit to the Secretary a written report on the outcome of the investigations undertaken as well as any steps taken in terms of clause 44A.5.
- 44A.7 Should a party to such a dispute, at a date set down for conciliation, object to the designated agent acting as a conciliator, the Council may, upon request of any such party, in writing, refer the dispute for conciliation to the Secretary of the Council by—
 - 44A.7.1 a conciliator experienced in labour conciliation; or
 - 44A.7.2 an accredited agency; or

- 44A.7.3 the Commission for Conciliation Mediation and Arbitration, subject to there being an agreement with the Commission in terms of section 51(6) of the Act.
- 44A.8 Upon the failure of any party to attend a scheduled conciliation meeting, the Council may postpone proceedings to a date not more than 14 days from the initial scheduled conciliation meeting, or issue a certificate declaring the dispute unresolved.
- 44A.9 If the dispute has been certified unresolved, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by—
- 44A.9.1 an arbitrator experienced in labour arbitrations; or
- 44A.9.2 an accredited agency, or
- 44A.9.3 the Commission for Conciliation Mediation and Arbitration, subject to there being an agreement with the Commission in terms of section 51(6) of the Act.
- 44A.10 Any party requesting the Secretary of the Council in terms of this clause to refer the dispute to—
- 44A.10.1 a conciliator and/or an arbitrator experienced in labour matter; or
- 44A.10.2 an accredited agency; or
- 44A.10.3 the Commission for Conciliation Mediation and Arbitration shall be liable for any fee that may be charged by any person and/or institution for performing the functions in terms of this clause and the Council may recover the fees charged from the referring party.

CHAPTER TEN

45. COMPULSORY RETIREMENT AGE

In the absence of any in-house retirement fund, any employee who enters the Industry after the date on which this Agreement comes into operation shall retire at the age of 65 years.

46. DISCIPLINARY AND GRIEVANCE CODES PROCEDURES

- 46.1 Employers and their employees may negotiate agreements on disciplinary and grievance codes and procedures at plant level.
- 46.2 On conclusion of such agreement(s), the employer shall lodge copies of such agreement(s) with the Council and with the trade union.
- 46.3 Any changes to such agreement(s) shall be negotiated between the employees and the relevant employer, and a copy of such amended agreement(s) shall be lodged with the Council and with the trade union.
- 46.4 The provisions of this clause shall in no way affect any requirements of the Act.

47. BASIS OF PAYMENT

Payment for all work done shall be at the rate of wages prescribed for the class of work performed, and shall not be based on the technical skill or qualification of the employee concerned.

48. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Chamber, every employer shall deduct 20c per week from the wages of each of his employees who falls within the scope of application of this Agreement. To the amount so deducted, the employer shall add a like amount and pay the total sum to the Secretary of the Council not later than the 10th day of each month, submitting at the time of payment the names of employees and the period worked in the form and manner specified by the Council from time to time.

49. IN-HOUSE CHAMBER WAGE AGREEMENT

- 49.1 The Chamber shall grant exemption from the provisions of Schedule C whenever an employer and the trade union wish to enter into negotiations prior to the onset of the annual negotiations on amendments to the Main Agreement and where the Chamber is advised accordingly in respect of the applicable minimum wage rate for any or all categories of employees enumerated therein: Provided that—
- 49.1.1 any agreement reached shall be reduced to writing and signed by the employer or his authorised representative and by the trade union;
- 49.1.2 such agreement shall be lodged with the Council within seven days of the signing thereof;
- 49.1.3 such agreement shall be only in respect of categories of employees appearing in Schedule C hereto;
- 49.1.4 such agreement and the wage schedule annexed thereto or forming part thereof shall be set out in a form and manner acceptable to the Council.
- 49.2 Upon receipt of the written agreement in terms of clause 49.1, the Council shall forthwith register the applicable minimum wage rates recorded therein in its records and, failing a commencement date being stipulated in such agreement, such minimum wage rates become effective, due and payable to the employees of the employer from the commencement of the pay week following the date of receipt thereof by the Council.

- 49.3 The applicable minimum wage rates published in Schedule C of the Main Agreement, as amended from time to time, shall continue to apply to employers and employees who have not concluded a written agreement as referred to in clause 49.1.1 hereof, and shall in any case apply up to the date of commencement of a written agreement as provided for in clause 49.2 hereof.
- 49.4 Where a group of employers with similar interests, or an employers' organisation in respect of any or all of its members, enters into negotiations with the trade union in terms of clause 49.1, the provisions of that clause and of clause 49.2 and 49.3 shall similarly apply.

50. COSTS

- 50.1 The Council shall be entitled to recover all moneys disbursed by it in respect of legal and/or arbitration fees and expenses incurred, in its endeavour to secure compliance with this Agreement.
- 50.2 Costs awarded by an arbitrator, may include—
- 50.2.1 the cost of arbitration;
 - 50.2.2 legal and professional costs and disbursements;
 - 50.2.3 any other expenses incurred by the Council.

51. EXEMPTIONS

- 51.1 Subject to the Exemption Procedure contained in Annexure B, the Chamber may grant exemption from any of the provisions of this Agreement for any good and sufficient reason and if exemption has been applied for by a non-party to the Chamber and the Exemptions Appeal Board established in terms of Schedule B requests the Chamber to do so, it shall grant such exemption.
- 51.2 All applications for exemption shall be in writing, in the form specified by the Chamber from time to time and shall be addressed to the Secretary of the Council.

52. LONG SERVICE AWARDS

A once-off Long Service Award allowance shall be paid by each employer to his employees for whom minimum wages are prescribed in Schedule C, read with Schedule D, calculated from the date of coming into operation of this Agreement onwards, as follows:

- 5 years—R250,00.
- 10 years—R1 000,00.
- 15 years—R1 500,00.
- 20 years—R2 000,00.

SCHEDULE A

PUBLIC HOLIDAYS

- (1) NEW YEAR'S DAY—01 JANUARY
- (2) HUMAN RIGHTS DAY—21 MARCH
- (3) GOOD FRIDAY—13 APRIL
- (4) FAMILY DAY—16 APRIL
- (5) FREEDOM DAY—27 APRIL
- (6) WORKERS' DAY—01 MAY
- (7) YOUTH DAY—16 JUNE
- (8) NATIONAL WOMEN'S DAY—09 AUGUST
- (9) HERITAGE DAY—24 SEPTEMBER
- (10) DAY OF RECONCILIATION—16 DECEMBER
- (11) CHRISTMAS DAY—25 DECEMBER
- (12) DAY OF GOODWILL—26 DECEMBER

SCHEDULE B

EXEMPTION PROCEDURE

(1) GENERAL

- (a) The Council may grant exemption from any of the provisions of the Collective Agreement for any good and sufficient reason and all applications for exemption shall be dealt with in the following manner:
 - (i) **Parties:** Any application for exemption by a party to the Collective Agreement shall be dealt with in accordance with the provisions laid down within the Constitution relating to exemptions.
 - (ii) **Non-parties:** Any application by a non-party to the Collective Agreement shall be dealt with in accordance with the provisions set out below.

(2) PROCESS

- (a) All applications for exemption must be in the prescribed form as required by the Council and must be forwarded to the Secretary.
- (b) Applications for exemption must be fully substantiated and inter alia, include the following particulars:
 - (i) The period for which exemption is sought; and
 - (ii) the relevant clause/s from which exemption is sought.
- (c) If the applicant is an employer, the application must be accompanied by a business plan setting out the steps to be taken during the period of the proposed exemption so as to ensure ultimate compliance upon the expiry of such exemption and relevant financial statement must accompany such application.
- (d) Any application for exemption from the minimum wages and/or increases provided for in Schedule C of the Collective Agreement, must be received by the Secretary within 30 days after publication by the Minister of Labour, and/or the date of registration as an employer within the Industry, which application shall include a schedule reflecting the following particulars of employees:
 - (i) names and job categories;
 - (ii) current wages earned; and
 - (iii) confirmation that the employees and/or their representatives are in support of the application.
- (e) An application for exemption will not be considered if the employees have indicated that they were not in favour of the exemption sought.
- (f) An application for exemption will also not be considered if the contents of the application are covered by an arbitration award and/or Labour Court Order binding on the applicant.

(3) CRITERIA TO BE APPLIED WHEN CONSIDERING AN APPLICATION FOR EXEMPTION

- (a) The exemption applied for may not be in conflict with the primary objects of the Act.
- (b) The interests of the Industry/Sector must be taken into account and consideration must be given to whether the granting of the exemption would—
 - (i) unfairly undermine the collective bargaining process;
 - (ii) interfere with fair competition between manufacturers in the Industry; or
 - (iii) encourage unfair exploitation of workers in the Industry.
- (c) Wage and wage-related exemptions may be granted only for the duration of the Collective Agreement.

(4) ADMINISTRATION

- (a) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and the Secretary of the Council setting out—
 - (i) the full name of the person/employer concerned;
 - (ii) the provisions of the Collective Agreement from which exemption is granted;
 - (iii) the conditions subject to which such exemption is granted;
 - (iv) the period for which the exemption shall operate.
- (b) The Secretary of the Council shall—
 - (i) number consecutively all licenses issued;
 - (ii) retain a copy of each licence issued; and
 - (iii) forward a copy of the exemption licence to the applicant.
- (c) The Council may on good cause shown give the holder of an exemption licence 30 days' notice of withdrawal of the exemption, on receipt of which the holder may appeal to the Board, in which case the same time limitation as contained in 5 (d) shall apply.

(5) EXEMPTION APPEAL BOARD**(a) Establishment:**

In terms of section 32 of the Act, the Council hereby establishes an independent body to be known as the Exemptions Appeal Board, to consider and determine any appeal brought against a refusal and/or withdrawal by the Council of a non-party application for exemption from any provision of the Collective Agreement.

- (b) In considering an appeal, the Board must consider the views expressed by the Council, the employer/s and the employee/s and/or their representatives, as well as representations received in relation to the possible effect of the exemption on competitors.

- (c) In the event of the Board's exercising its discretion to grant an exemption previously refused by the Council, the Board must ensure that such an exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Collective Agreement in the Industry.
- (d) All applications to the Board must be lodged with the Secretary of the Council by no less than six weeks from the date of the delivery of the Council's exemption finding on the applicant.
- (e) All applications must be in affidavit form styled Heads of Argument and must be accompanied by a processing fee of R500,00 (five hundred rand) which amount is not refundable.
- (f) The applicant shall be required to attend the hearing, failing which the Board shall be entitled to hear and decide on the matter in the absence of the Applicant.

SCHEDULE C

WAGES PER WEEK

WAGE SCHEDULE

EFFECTIVE FOR THE PERIOD 26 JULY 2004 TO 30 JUNE 2005

PINE AND GENERAL

- Level 1 — R195,00
- Level 2 — R203,00
- Level 3 — R213,00
- Level 4 — R246,00
- Level 5 — R296,00

UPHOLSTERY AND MATTRESS AND BEDDING

- Level 1 — R220,00
- Level 2 — R230,00
- Level 3 — R240,00
- Level 4 — R275,00
- Level 5 — R315,00

SCHEDULE D

GRADING AND DEFINITIONS

UPHOLSTERY

Job category	Level	Description
1. Artisan	5	An employee who has served his apprenticeship and/or learnership and who has passed a qualifying trade test in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the registrar of manpower training and/or has completed a contract of learnership as contemplated by the Skills Development Act, No. 97 of 1998.
2. Learnership		A written contract of learnership registered under the provisions of the Skills Development Act, No. 97 of 1998. The level of remuneration shall be in terms of Table A as contained within Sectoral Determination No. 5: Learnership, Government Notice No. 519, dated June 2001.
3. Foreman / Supervisor	5	An employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties.
4. Assistant foreman / Assistant supervisor / charge hand	4	An employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence.

Job category	Level	Description
5. Maintenance artisan (learner)	3	An employee, other than a learner, who under the direction and supervision of an artisan, assists the latter in the performance of tasks which do not require the skill of or training as an artisan and who has completed at least one year as a level 3 employee.
6. Welder	3	An employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan.
7. Stores clerk / Storeman	2	
8. Fork lift/tractor/motor vehicle driver	3	An employee who is engaged in driving and who has a valid driver's licence.
9. Machine minder and feeder	2	An employee who attends, operates, starts and stops a power-driven machine, and who may feed or take off from such machine, but who does not set up or make adjustments to the machine, other than pre-selected adjustments which form part of the operation of the machine.
10. Clerk	4	An employee who is engaged in writing, typing, filing and any other form of clerical work and includes a cashier, a despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that the clerical work may form part of such employee's work.
11. Factory clerk	3	An employee who, under the supervision of a foreman, assistant foreman or a clerk, is engaged in general clerical duties.
12. Watchman	1	An employee who is engaged in one or more of the following activities: <ol style="list-style-type: none"> 1. Guarding or protecting premises, buildings, structures or fixed or movable property; 2. patrolling premises buildings, structures or fixed or movable property; or 3. handling dogs in their performance of any or all of the activities specified in (1) or (2) above.
13. Assembler Grade II	2	An employee who assembles subassemblies by using jigs and clamps.
14. Assembly supervisor	3	An employee who is in charge of a number of assemblers and performs the assembling of operations as part of the team.
15. Machine operator	2	An employee who attends, operates, starts or stops a power-driven machine and who sets up or makes adjustments to such machines.
16. Machine supervisor	3	An employee who sets up or makes adjustments or minor repairs to more than one power-driven machine and who may, in addition, perform the duties of a machine operator or machine minder.
17. Upholster, unskilled	1	An employee used for general duties relating to packing gluing, sweeping, wrapping, stuffing of cushions with foam or fibre, attaching foam to frames with glue, making buttons and attaching them.
18. Upholsterer, semi-skilled	2	An employee who is used to perform semi-skilled operations such as operating a hand staple gun and tracker and who can perform basic upholstery operations such as upholstery of seat platforms, dining-room chairs and upholstered headboards and springing fully upholstered lounge suites.

Job category	Level	Description
19. Upholsterer, skilled	3	An employee who can perform the duties of 17 and 18, inclusive, and apply covers to fully-upholstered frames and the arm rests of show wood suites.
20. Seamstress, semi-skilled.....	2	An employee who can operate a plain flat sewing machine, walking foot and cushion closing machine.
21. Seamstress, skilled	3	An employee who can operate overlockers, filling machines, taping machines, and can sew coat covers for fully upholstered suites with superior skill and efficiency.
22. Furniture upholstery	3	Operations or processes in covering any type of furniture either in whole or in part, irrespective of the materials including inter alia, the cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and cross bars) filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frames.
23. Labourer	1	<p>An employee who is engaged in any one or more of the following:</p> <ol style="list-style-type: none"> 1. Assisting a machinist in handling materials before and after machining. 2. Attending a boiler, incinerator and/or oven. 3. Attending to dust bags and/or cyclones of sanding machines. 4. Baling and dipping upholstery springs. 5. Beating and/or teasing coir by hand. 6. Cleaning and sweeping premises. 7. Cleaning machinery, plant and tools and utensils. 8. Cleaning and blowing down equipment. 9. Cleaning metal rods. 10. Cutting metal rods, hinges, metal strips, wire hoops, iron, or all similar materials. 11. Delivering manually propelled vehicles. 12. Delivering letters and parcels. 13. Filling cushions with substances of material other than spring interior and/or spring units by hand. 14. Gluing sandpaper disks. 15. Handling materials. 16. Line washing. 17. Loading and unloading vehicles and/or kilns. 18. Making tea and beverages. 19. Oiling, greasing, cleaning machinery and vehicles. 20. Operating presses of any type. 21. Packing articles into cartons and/or cardboard containers and thereafter filling and closing containers. 22. Preparing, mass measuring and mixing glue, spreading glue by hand or machine, removing glue, washing and wiping glue, applying glue hardener by hand, brush or machine. 23. Pushing or pulling a vehicle or handcart. 24. Rivetting or making threads on iron bolts and rods. 25. Straightening and/or cutting hoop iron used for webbing.

Job category	Level	Description
		26. Stripping second-hand upholstery and bedding. 27. Taping veneers and attending veneer presses. 28. Treating timber for preservation. 29. Unpacking, baling raw materials, wrapping in paper on cardboard. 30. De-nibbing, sanding and hand sanding. 31. Laminating. 32. Being involved in the despatch of goods. 33. Filling.

MATTRESS AND BEDDING

Job category	Level	Description
1. Artisan	5	An employee who has served his apprenticeship and/or learnership and who has passed a qualifying trade test in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the registrar of manpower training and/or has completed a contract of learnership as contemplated by the Skills Development Act, No. 97 of 1998.
2. Learnership		A written contract of learnership registered under the provisions of the Skills Development Act, No. 97 of 1998. The level of remuneration shall be in terms of Table A as contained within Sectoral Determination No. 5: Learnership, Government Notice No. 519, dated June 2001.
4. Assistant foreman/assistant supervisor charge hand	4	An employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence.
5. Maintenance artisan	3	An employee, other than a learner, who under the direction and supervision of an artisan, assists the latter in the performance of tasks which do not require the skill of or training as an artisan, and who has completed at least one year as a level 3 employee.
6. Welder/handyman	3	An employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan.
7. Fork lift/tractor/motor vehicle driver	3	An employee who is engaged in driving and who has a valid driver's licence.
8. Machine minder and feeder	2	An employee who attends, operates, starts and stops a power-driven machine, and who may feed or take off from such machine, but who does not set up or make adjustments to the machine other than pre-selected adjustments which form part of the operation of the machine.
9. Labourer	1	An employee who performs all work undertaken in the manufacture of mattresses of all types, but excludes the work of an artisan, learner artisan or a bedding level 1 or level 2 employee.

Job category	Level	Description
10. Clerk	4	An employee who is engaged in writing, typing, filing and any other form of clerical work and includes a cashier, a storeman, a despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that the clerical work may form part of such employee's work.
11. Factory clerk.....	3	An employee who, under the supervision of a foreman, assistant foreman or a clerk, is engaged in general clerical duties.
12. Watchman	1	An employee who is engaged in one or more of the following activities: <ol style="list-style-type: none"> 1. Guarding or protecting premises, buildings, structures or fixed or movable property; 2. partolling premises, buildings, structures or fixed or movable property; or 3. handling dogs in their performance of any or all of the activities specified in (1) or (2) above.
13. Assembler Gade 1.....	3	An employee who assembles subassemblies by using jigs and clamps.
14. Assembler Gade 11.....	4	An employee who assembles subassemblies by using jigs and clamps.
15. Assembler skilled	5	An employee who can perform the duties listed in 13 and 14 above, including the using hand tools such as a planer and hand panel saw and filing, rasping, bolting and screwing.
16. Machine operator	3	An employee who attends, operates, starts or stops a power-driven machine and who sets up or makes adjustments to such machines.
17. Machine supervisor	2	An employee who sets up or makes adjustments or minor repairs to more than one power-driven machine and who may, in addition, perform the duties of a machine operator or machine minder.
18. Seamstress, semi-skilled.....	2	An employee who can operate a plain flat sewing machine, walking foot and cushion closing machine and can perform the work of sewing and buttoning.
19. Seamstress, skilled	3	An employee who can perform the duties listed in 18 as well as operate overlockers, filling machines, taping machines, and can sew and perform the work of buttoning and has completed at least 18 months in level 2.

PINE AND GENERAL

Job category	Level	Description
1. Artisan	5	Employee who has served his apprenticeship and/or learnership and who has passed a qualifying trade test in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the registrar of manpower training and/or has completed a contract of learnership as contemplated by the Skills Development Act, No. 97 of 1998.
2. Learnership		A written contract of learnership registered under the provisions of the Skills Development Act, No. 97 of 1998. The level of remuneration shall be in terms of Table A as contained within Sectoral Determination No. 5: Learnership, Government Notice No. 519, dated June 2001.

Job category	Level	Description
3. Foreman/Supervisor.....	5	An employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties.
4. Assistant foreman/Assistant supervisor/Charge hand	4	An employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence.
5. Maintenance artisan (learner)	3	An employee, other than a learner, who under the direction and supervision of an artisan, assists the latter in the performance of tasks which do not require the skills of or training as an artisan and who has completed at least one year as a grade III employee
6. Welder/Handyman.....	3	An employee who is engaged in making repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment and who may effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan.
7. Fork lift/tractor/motor vehicle driver	3	An employee who is engaged in driving and who has a valid driver's licence.
8. Machine minder and feeder	2	An employee who attends, operates, starts and stops a power-driven machine, and who may feed or take off from such machine, but who does not set up or make adjustments to the machine other than pre-selected adjustments which form part of the operation of the machine.
9. Clerk	4	An employee who is engaged in writing, typing, filing and any other form of clerical work and includes a cashier, storeman, a despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that the clerical work may form part of such employee's work.
10. Factory clerk.....	3	An employee who, under the supervision of a foreman, assistant foreman or a clerk, is engaged in general clerical duties.
11. Watchman	1	An employee who is engaged in one or more of the following activities: <ol style="list-style-type: none"> 1. Guarding or protecting premises, buildings, structures or fixed or movable property; 2. patrolling premises, buildings, structures or fixed or movable property; or 3. handling dogs in their performance of any or all of the activities specified in (1) or (2) above
12. Assembler Grade I	3	An employee who uses hand or mechanical tools to assemble cabinet carcasses and perform similar operations.
13. Assembler Grade II	2	Employee who assembles subassemblies by using jigs and clamps, staple guns and brackets, who assembles drawers, attaches hinges, locks and handles to doors using drills and screw drivers, and assembles mitred moulding, and mouldings.

Job category	Level	Description
14. Assembler, skilled.....	3	An employee who can perform the duties listed in 12 and 13 above, including fitting drawers and doors and who is skilled in the use of hand tools such as planers and hand panel saws, and in filing, rasping, bolting and screwing.
15. Assembly supervisor	2	En employee who is in charge of a number of assemblers and performs the assembling operations as part of the team.
16. Fitter, unskilled	1	An employee used for general duties relating to packing, gluing, stacking, wrapping and other general duties related to fitters.
17. Fitter operator.....	3	An employee who assembles various articles and is sufficiently skilled to fit internal hanging doors, can use an air screw driver and can screw into pre-positioned holes and handles, knobs and mirrors.
18. Fitter Grade II	3	An employee who assembles various articles and in general is able to fit sideboard tops and external hanging doors and attach locks, hinges, escutcheons, and striker plates.
19. Machine operator	3	An employee who attends, operates, starts or stops a power-driven machine and who sets or makes adjustments to such machines.
20. Machine supervisor	2	An employee who sets up or makes adjustments or minor repairs to more than one power-driven machine and who may, in addition, perform the duties of a machine operator or machine minder.
21. Spray painter Grade I	2	An employee who applies the final coat of enamel, paint primer or lacquer to articles by means of spray paint machine or gun.
22. Spray painter Grade II.....	3	An employee who, applies the final coat of enamel, paint primer or lacquer to articles by means of spray paint machine or gun.
23. Setters/machinist.....	2	An employee who can set a wide range of machines, replace cutter saws and set machines to specification to execute an operation to a pre-determined standard.
24. Polisher unskilled.....	2	An employee used for general duties related to pacing, gluing, sweeping, hand-sanding, staining, touching up, minor repairs using stopping and glue, applying sealer by brush and any other duties related to polishing.
25. Polisher semi-skilled.....	3	An employee who can apply sealer coat by using air spray guns and can operate flow coat machines (roller coaster machines)
26. Polisher skilled.....	3	An employee who can perform duties listed in 24 and 25 above, inclusive of applying shading and final coat.
27. Furniture polishing.....	4	An operation or process performed by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco or lacquer, stain or paste which acts as an abrasive, and/or polisher, or both, or similar substances, and includes the graining and matching of colours on all types of furniture

Job category	Level	Description
28. Labourer	1	<p>An employee who is engaged in one or more of the following activities:</p> <ol style="list-style-type: none"> 1. Assisting a machinist in handling materials before and after machining. 2. Attending a boiler, incenerator and/or oven. 3. Attending to dust bags and/or cyclones of sanding machines. 4. Baling and dipping upholstery springs. 5. Beating and/or teasing coir by hand. 6. Cleaning and sweeping premises. 7. Cleaning machinery, plant and tools and utensils. 8. Cleaning and blowing down equipment. 9. Cleaning metal rods. 10. Cutting metal rods, hinges, metal strips, wire hoops, iron, or all similar materials. 11. Delivering by manually propelled vehicles. 12. Delivering letters and parcels. 13. Filling cushions with substances of material other than spring interior and/or spring units by hand. 14. Gluing sandpaper disks. 15. Handling materials. 16. Line washing. 17. Loading and unloading vehicles and/or kilns. 18. Making tea and beverages. 19. Oiling, greasing, cleaning machinery and vehicles. 20. Operating presses of any type. 21. Packing articles into cartons and/or cardboard containers and thereafter filling and closing containers. 22. Preparing, mass measuring and mixing glue, spreading glue by hand or machine, removing glue, washing and wiping glue, applying glue hardener by hand, brush or machine. 23. Pushing or pulling a vehicle or handcart. 24. Rivetting or making threads on iron bolts and rods. 25. Straightening and/or cutting hoop iron used for webbing. 26. Stripping second-hand upholstery and bedding. 27. Taping veneers and attending veneer presses. 28. Treating timber for preservation. 29. Unpacking, baling raw materials, wrapping in paper or cardboard. 30. De-nibbing, sanding and hand sanding. 31. Laminating. 32. Being involved in the despatch of goods. 33. Filling.

SCHEDULE E

CONCILIATION GUIDELINES

1. Introduction

These guidelines deal with the manner in which the Council and the conciliators conduct conciliation proceedings.

2. Purpose of guidelines

2.1 The purpose of these guidelines are—

- 2.1.1 to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
- 2.1.2 to help Conciliators perform their functions; and
- 2.1.3 to promote consistency in the Council's approach to conciliation proceedings.

2.2 These guidelines are drawn from the Commission of Conciliation, Mediation and Arbitration's (CCMA) best practice, the decisions of Commissioners of the CCMA, the courts and the law.

3. Application for condonation

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired an application for condonation must be lodged with the Council.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that a dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
- 3.6 The other parties to the dispute must reply to the application within 14 calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other parties response within seven calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:
 - 3.8.1 *The degree of lateness:* If the referral is only a few days late, this may weigh in favour of condonation.
 - 3.8.2 *The degree of fault* of the referring party or his/her authorized representative: If the referral was late owing to a circumstance beyond the control, of the applicant, this may weigh in favour of condonation.
 - 3.8.3 *The reasonableness of the explanation:* If the explanation is improbable, this should weigh against condonation.
 - 3.8.4 Prejudice to the other parties to the dispute.
 - 3.8.5 Prospects of success.

4. Province in which dispute is to be conciliated

- 4.1 A dispute should be conciliated in the province in which the dispute arose.
- 4.2 The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practical to do so.

5. Jurisdictional disputes

- 5.1 The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.
- 5.2 If a party objects to the jurisdiction of the Council, the conciliator may—
 - 5.2.1 conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
 - 5.2.2 issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction

- 6.1 If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a collective agreement, the Council may, in terms of section 147 of the LRA—
 - 6.1.1 exercise its discretion to assume jurisdiction;
 - 6.1.2 refer the dispute to the appropriate person or body for resolution.
- 6.2 In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether—
 - 6.2.1 the referral is an attempt to bypass agreed or statutory procedures;
 - 6.2.2 substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
 - 6.2.3 the Council has jurisdiction.
- 6.3 If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings

- 7.1 If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may—

7.1.1 postpone the conciliation; or

7.1.2 issue a certificate that the dispute has not been resolved.

Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

- 7.2 If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may—

7.2.1 postpone the proceedings; or

7.2.2 dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

- 7.3 If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the applicant must apply for condonation in terms of item 3 above.

8. Representation at conciliation proceedings

- 8.1 Section 135 (4) of the Act explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in subsection (4) to appear or act as a representative.

In the conciliation proceedings, a party to the dispute may appear in person or be represented only by—

8.1.1 a director or employee of that party; or

8.1.2 any member, office bearer or official of that party's registered trade union or registered employers' organisation.

- 8.2 If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised in terms of section 135 (4), the Conciliator must decide whether that representative may attend.

- 8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as representative in terms of section 135 (4) of the Act. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Application for postponement

- 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.

- 9.2 The Council will not allow matters to be postponed unless—

9.2.1 there is good reason to do so;

9.2.2 the application is in good faith;

9.2.3 the application is made as soon as practicable; and

9.2.4 the other parties to the dispute are not unduly prejudiced.

- 9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (by section 135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Conciliators

- 10.1 A Conciliator must be independent and must be seen to be independent. Conciliators should disclose any interest or relationship that is likely to effect their impartiality or which might create a perception of partiality.
- 10.2 After disclosure, a Conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.
- 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.

10.4 Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion

These guidelines lay down general principles to guide the Council's conciliators and staff in the exercising of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

Signed at Durban this 7th day of July 2004.

V. NAIDOO

Chairperson

G. MOONSAMY

Vice-Chairperson

G.J.P. BLIGNAUT

Secretary of the Council

No. R. 1360

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION OF PROVIDENT FUND COLLECTIVE AMENDING
AGREEMENT FOR THE WESTERN CAPE REGION TO NON-PARTIES**

The following printing corrections to Government Notice No. R. 883 appearing in Government Gazette No. 26603 of 30 July 2004, are hereby published for general information:

1. 3. CLAUSE 10: PAYMENT OF BENEFITS

- 1.1 Insert the expression “; or” at the end of subclause 9(b).
- 1.2 in subclause 9(c), substitute the expression “as set out in (b) above do not exist, such withdrawal benefit” for the expression “as set out in (a) above do not exist, wuch withdrawal benefit”.
- 1.3 In subclause 9(d), substitute the expression “will then cease to be a participating employer on **such** date set by the Management Committee” for the expression “will cease to be a participating employer on a date set by the Management Committee”.

No. R. 1361

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE**

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES
OF THE MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT
FOR THE NON-METRO AREAS**

The following printing corrections to Government Notice No. R. 1141 appearing in Government Gazette No. 26849 of 8 October 2004, are hereby published for general information:

1. **"6. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION"**
 - 1.1 Amend the figure of "R468, 15" in respect of "Category C" under the first column for the period ending 31 December 2004, to read "R486, 15".
 - 1.2 Substitute the expression "operation **be** increased" for the expression "operation the increased" where it appears on the fourth line of subclause 4(6).
 - 1.3 Insert the word "*Government*" before the word "*Gazette*" where it appears on the third line of subclause 4(8).

No. R. 1362

26 November 2004

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACING AND AMENDING AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Motor Industry Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 6 December 2004, and for the period ending 31 August 2007.

M.M.S. MDLADLANA

Minister of Labour

No. R. 1362

26 November 2004

WET OP ARBEIDSVERHOUDINGE, 1995

MOTORNYWERHEIDBEDINGINGSRAAD—MIBCO: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Motornywerheidsbedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 6 Desember 2004, en vir die tydperk wat op 31 Augustus 2007 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO****MAIN COLLECTIVE AGREEMENT**

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

Retail Motor Industry Organisation RMI

and the

Fuel Retailers' Association of Southern Africa

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

National Union of Metalworkers of South Africa (NUMSA)

and

MISA/SAMU

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

being parties to the Motor Industry Bargaining Council—MIBCO.

PREAMBLE**1. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 August 2007.

2. MINIMUM TERMS AND CONDITIONS

Unless stated otherwise in this Agreement, it is agreed that where a particular sector has negotiated actual and/or guaranteed wage increases or any other conditions of employment, then there can be no plant level negotiations on those employment conditions or wages negotiated nationally.

3. SPECIAL PROVISIONS

The provisions of clause 17 (4) of Division A, clause 1 (3) of Division B, clause 4 (7) of Chapter II of Division C and clause 4 (6) of Chapter III of Division C, the proviso to clause 1 of Division D and clause 3 (4) of Division D of the Agreement published under Government Notice No. R. 697 of 31 May 2002, as extended by Government Notices Nos. R. 1086 of 23 August 2002, R. 1479 of 29 November 2002, R. 162 of 31 January 2003, R. 253 of 21 February 2003 and R. 1345 of 26 September 2003 (hereinafter referred to as the "Former Agreement"), as further amended, re-enacted and extended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contemplated in clauses 2 to 17 (1) (a), clause 17 (2) and 17 (3) and clauses 18 to 39 of Division A, clauses 1 (1) to 1 (2) (b), 1 (4) to 12 of Division B, clauses 1 to 4 of Chapter I, Division C, clauses 1 to 4 (6) and clause 4 (8) of Chapter II, Division C, clauses 1 to 4 (5), clause 4 (7) to 4 (9) and the Schedule to Chapter III, Division C, Chapters IV and V of Division C, the introduction to clause 1, clauses 2 to 3 (3), items 1 to 4 and clauses 4 to 6 of Division D of the Former Agreement (as further amended, re-enacted and extended from time to time) shall apply to employers and employees.

5. PEACE CLAUSE

The parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on any wage and/or salary adjustments and other conditions of employment relating to any sector or chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after promulgation of wage and/or salary adjustments and agreed conditions of employment shall be unprotected.

DIVISION A

1. CLAUSE 1: SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Motor Industry—
 - (a) throughout the Republic of South Africa as it existed prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act (Act No. 97 of 1998); and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) (a) Notwithstanding the provisions of subclauses (1) and (2), the provisions of the Agreement as set out in the Schedule shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of R91 341 per annum in Area A and R77 589 per annum in other areas.

SCHEDULE

ADMINISTRATIVE AGREEMENT

Clause 5—Deductions from Earnings

Clause 13—Employees' Representatives on the Council

Clause 14—Prohibition of Cession of Benefits

MAIN AGREEMENT—DIVISION A

Clause 2—Definitions

Clause 3—Termination of Service

Clause 4—Outwork

Clause 5—Piecework and Commission Work

Clause 8—Travelling Allowances

Clause 11—Sick Leave

Clause 13—Retrenchment Pay

Clause 15—Desertion

Clause 16—Damage to Vehicles or Loss of Property or Assets

Clause 17—Public Holidays

Clause 26—Annual Leave and Accrued Leave Pay

Clause 31—Maternity Leave

Clause 33—Payment of Earnings

Clause 35—Certificate of Service

(b) Notwithstanding the provisions of subclause (3) (a) or any other provisions to the contrary, employees earning in excess of R91 341 per annum in Area A or R77 589 in any other area, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

(4) Notwithstanding the provisions of subclause (3), the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of the MISA, SAMU or NUMSA, regardless of their earnings.

(5) The provisions of clause 27(10) shall be applicable to all employees receiving up to R7 611,75 per month (R1 756,55 per week) excluding commission on sales in Area A, and R6 465,75 per month (R1 492,10 per week) excluding commission on sales in other areas.

(6) Clauses 1 and 3 of the Preamble and clause 1 (1) (b) and (1) (4) of Division A of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. CLAUSE 2: DEFINITIONS

(1) Insert the following definition between the definition of "automotive engineering establishment" and the definition "battery reconditioning, repairing and servicing establishment":

"**auto valet establishment**" means an establishment associated with filling and/or service stations forming part of the same enterprise within the Motor Industry in which the undermentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

- (a) Steam cleaning of chassis/or engines;
- (b) washing and/or polishing of the exterior/body;
- (c) vacuuming and/or cleaning of upholstery and/or interior;
- (d) painting and/or polishing of tyres; and
- (e) driving and/or parking of vehicles on premises of a valet establishment;".

(2) Substitute the following for the definition of "casual employee".

"**casual employee**" means any employee who is temporarily or casually employed by the same employer—

- (a) for not longer than 24 hours, continuous or otherwise, in any one month on any of the duties as defined in the Agreement;
- (b) for not longer than 104 days in the aggregate in any year if such employee is a student;".

(3) Insert the following definition between the definition of "Exemption Board" and the definition of "filling and/or service station":

"**experiential student**" means an employee employed by a workshop in order to provide him with experiential learning: Provided—

- (a) records are kept by the employer;
- (b) first year apprentice wages are paid;
- (c) student must submit proof of registration at an educational institution;
- (d) employer has Merseta accreditation; and
- (e) employment will be limited to a six month period in any 12 months;".

(4) Amend the definition of "grade 1 employee" as follows:

"**grade 1 employee**" means an employee who is employed in one or more of the following categories:

- Char;
- Forecourt attendant;
- Parking garage attendant;".

(5) Delete the expression "radiator repairer"; in the definition of a "grade 4 employee".

(6) In the definition of a "grade 5 employee", insert "radiator repairer"; between "quality controller" and "repair shop assistant".

(7) In subclause (b) of the definition of "journeyman", substitute "MISA, SAMU" for "the South African Motor Union".

(8) Insert the following paragraph (c) between "automotive engineering" and "repairing, vulcanising and/or retreading tyres in the definition of "Motor Industry";

- "(c) auto valet establishments;".

(9) Renumber the existing paragraphs (c), (d), (e), (f), (g), (h), (i), (j), (k) to read (d), (e), (f), (g), (h), (i), (j), (k) and (l), respectively.

3. CLAUSE 5: PIECEWORK AND COMMISSION WORK

Substitute the following for the existing subclause (2):

- (1) Insert the following new subclause (3):

“(3) Commission work—

- (a) The basis of the commission which an employer contracts to pay a parts salesperson or service supply salesperson in addition to his wage shall be specified in writing.
- (b) Either party to a contract such as referred to in paragraph (a) of this subclause who intends to cancel or negotiate a change in the basis of the contract shall, after consultation, give one week's written notice of such intention to the other party, and no cancellation of or change in the terms of the contract shall be effective unless such notice has been given: Provided that less than one week's written notice may be given by the employer if he wishes to increase the rate of commission.”

4. CLAUSE 9: SPECIAL PROVISIONS TO WATCHMEN

- (1) In subclause (3), substitute the expression “R427,60” for the expression “R397,77”.

5. CLAUSE 11: SICK LEAVE

- (1) Substitute the following for subclause (7) (a):

“(7) (a) A person who is required by his employer to produce a medical certificate if he has been absent from work for more than one day or on more than two occasions during a eight-week period, shall produce such medical certificate or other satisfactory evidence within a period of not more than two days after his return to duty or such employee shall forfeit his right to sick pay: Provided that where the employee is absent from work as a result of sick leave on any day or days from Friday to Monday (inclusive) and such day/days form part of his normal working week, he shall be required to produce a medical certificate for such day/days.”

6. CLAUSE 12: ADDITIONAL HOLIDAY PAY FOR APPRENTICES

- (1) In subclause (1) (a), substitute the expressions “R14,73”, “R21,25” and “R24,51” for the expressions “R13,70”, “R19,77” and “R22,80”, respectively.

- (2) In subclause (1) (b), substitute the expressions “R14,73”, “R17,98”, “R21,25” and “R24,51” for the expressions “R13,70”, “R16,73”, “R19,77” and “R22,80”, respectively.

7. CLAUSE 16: DAMAGE TO VEHICLES OR PROPERTY

- (1) Substitute the following for this clause:

“CLAUSE 16: DAMAGE TO VEHICLES AND/OR LOSS OF PROPERTY AND/OR ASSETS

- (1) **Damage to vehicles:** Subject to clause 5 of the Administrative Agreement, in the event of damage to a vehicle, no employer shall deduct any excess amount incorporated in an insurance policy or damages from any employee who is required or permitted to drive a motor vehicle, nor shall any employer be permitted to deduct damages from any employee in the absence of insurance cover: Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing has been conducted and the employee has been found guilty of —
 - (a) having driven the vehicle under the influence of alcohol or drugs; and/or
 - (b) negligent driving; and/or
 - (c) reckless driving; and/or
 - (d) wilful damage to the vehicle; and/or
 - (e) having driven the vehicle without the permission of the employer.
- (2) **Damage and/or loss of property or assets:** Subject to clause 5 of the Administrative Agreement, in the event of damage and/or loss to company property or assets (excluding motor vehicles), or the property of the customer, no employer shall deduct any excess amount incorporated in any insurance policy or damages from any employee, nor shall any employer be permitted to deduct damages from any employee in the absence of insurance cover: Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing has been conducted and the employee has been found guilty of wilful damage and/or gross negligence to company property or assets, or the property of a customer.”

8. CLAUSE 18: HOURS OF WORK

- (1) In subclause (2) (a) (i), substitute the expression “six hours” for the expression “five hours”.

- (2) Delete subclause (3) and renumber all subsequent subclauses accordingly.
- (3) Substitute the following for subclause (3) (b) (previously subclause (4) (b)):
 - "(4) (b) A shift shall run for a continuous period of nine hours excluding meal breaks: Provided that overtime shall be paid only after 45 hours in any week having been completed, irrespective of the hours of work per day and provided further that this provision shall not apply in cases where an employee is absent from work for part of the week due to proven illness, annual leave, family responsibility leave or absence with the consent of the employer."

9. CLAUSE 23: STANDBY AND CALL-OUT ALLOWANCE

- (1) In subclause (1) (b), substitute the expression "R60" for the expression "R55".
- (2) In subclause (2) (a), substitute the expression "R65" for the expression "R60".

10. CLAUSE 25: SUPPLY OF TOOLS

- (1) In subclause (5), substitute the expression "R20,00" for the expression "R15,00".

11. CLAUSE 27: ADDITIONAL HOLIDAY PAY

- (1) In subclause (1) (a), substitute the expression "R39,25" and "R43,61" for the expressions "R36,51" and "R40,57", respectively.
- (2) In subclause (1) (b), substitute the expression "R43,61" for the expression "R40,57".
- (3) Substitute the following for subclause (10) (b):
 - "(10) (b) The amount of the holiday bonus referred in paragraph (a) of this subclause shall be two weeks' wages, with a maximum payment of R2 268,00 per annum: Provided that in the case of establishments registered under Chapter III of Division C of this Agreement, the leave bonus will increase from two weeks to three weeks with effect from 1 September 2005."
- (4) Substitute the following for subclause (11):
 - "(11) Where an employee other than an employee for whom additional holiday pay is remitted to the Regional Council leaves the service of his employer before qualifying for a leave bonus or additional holiday pay, such employee shall be paid a pro-rata portion of his leave bonus or additional holiday pay, as the case may be, on termination of service: Provided that—
 - (a) in the case of an employee whose services are terminated as a result of dismissal for misconduct, incapacity relating to poor performance or desertion; and such dismissal for reasons other than desertion is preceded by a formal hearing and the employee concerned is found guilty as charged; this subclause shall not apply;
 - (b) where an employee is found guilty and such finding is overturned during the Dispute Resolution process, or when an employee is found to have been unfairly dismissed, such employee shall be granted the pro-rata holiday bonus as prescribed in this clause."

12. CLAUSE 31: MATERNITY LEAVE

- (1) Substitute the following for subclause (1):
 - "(1) An employee is entitled to a maximum of six consecutive months' maternity leave, and may exercise the option to return to work earlier."

13. CLAUSE 33: PAYMENT OF EARNINGS

- (1) Substitute the following for subclause (1):
 - "(1) All earnings due shall be paid either hourly, daily, weekly, fortnightly or monthly, depending on the contract of employment, as the case may be, in cash, cheque or by means of electronic transfer: Provided that if payment is made by cheque, it shall be made at a time which permits the cheque to be cashed on the day of payment."
- (2) Add the following new subclause (11) (d):
 - "(d) traffic fines in cases where the guilty person has been identified beyond doubt: Provided that in the event of an employee being required to drive an unroadworthy or unlicensed vehicle, such fines shall be excluded."
- (3) Renumber subclauses (d) and (e) to read (e) and (f), respectively.

DIVISION B

1. CLAUSE 1: SCOPE OF APPLICATION

- (1) In subclause (2) (a), substitute the expressions "R91 341" and "R77 589" for the expressions "R84 968" and "R72 176", respectively.
- (2) In the Schedule under "Main Agreement – Division A", amend clause 16 to read "Damage to vehicles and/or loss of property and/or assets."

(3) In subclause (2) (b), substitute the expressions "R91 341" and "R77 589" for the expressions "R84 968" and "R72 176", respectively.

(4) In subclause (3), substitute the expression "MISA, SAMU" for the expression "Motor Industry Staff Association".

(5) In subclause (4) (b), substitute the expressions "R7 611,75 per month (R1 756,55 per week)" and "R6 465,75 per month (R1 492,10 per week)" for the expressions "R7 080,67 per month (R1 634,00 per week)" and "R6 014,67 per month (R1 388,00 per week)", respectively.

2. CLAUSE 3: WAGES

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

"(1) (a) From the effective date of this Agreement to 31 August 2005, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area or region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

WAGE SCHEDULE: SECTORS 1, 2, 3, 4, 5 and 7

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Office, stores, sales and clerical employees—				
during first year of experience	451,36	1 955,90	417,22	1 807,96
during second year of experience	515,01	2 231,70	474,01	2 054,05
during third year of experience	593,13	2 570,24	546,88	2 369,82
thereafter	688,61	2 983,99	630,61	2 732,66
(b) Motor vehicle salesperson—				
during first year of experience	544,60	2 359,92	499,14	2 162,92
thereafter	702,24	3 043,06	637,15	2 761,00
(c) Bookkeeper.....	885,35	3 836,51	816,90	3 539,89
(d) Accountant.....	1 506,13	6 526,56	1 387,67	6 013,23
(e) Parts salesperson—				
during first year of experience	567,64	2 459,78	525,87	2 278,78
thereafter	697,29	3 021,58	637,37	2 761,93
Class of employee	All areas			
	Per week		Per month	
(f) Traveller—				
during first year of experience			569,99	2 469,94
thereafter.....			697,29	3 021,58
(g) Supply salesperson—				
during first year of experience			569,99	2 469,94
during second year of experience.....			653,03	2 829,80
during third year of experience			731,86	3 171,39
thereafter.....			785,42	3 403,47
(h) Part-time employees			*	*

* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

[Note: 1. For minimum prescribed wages in respect of Sector 6 please refer to clause 3 (2) of Division D of this Agreement.

2. **Guaranteed wage increases:** An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement the guaranteed wage increases as set out in Division D of this Agreement.

- (b) For the periods 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively: Provided that if the June CPIX in 2005 or 2006 is 4% or less, the increase shall be 6% and if the CPIX is more than 7%, the maximum percentage increase shall be 9%."

3. CLAUSE 7: STANDBY AND CALL-OUT ALLOWANCES

- (1) In subclause (1)(b), substitute the expression "R60" for the expression "R55".
 (2) In subclause (2)(a), substitute the expression "R65" for the expression "R60".

4. CLAUSE 8: ANNUAL LEAVE

- (1) Substitute the following for subclause (13) (b):

"The amount of the holiday bonus referred to in paragraph (a) of this subclause shall be two weeks' wages, with a maximum payment of R2 268,00 per annum: Provided that this provision shall not apply to motor vehicle salesperson's and supply salesperson's: Provided further that in the case of establishments registered under Chapter III of Division C of this Agreement, the leave bonus will increase from two week's wages to three week's wages with effect from 1 September 2005."

- (2) Substitute the following for subclause (13) (e):

"(e) Where an employee is discharged or leaves the services of his employer before qualifying for a leave bonus, such employee shall be paid a pro rata portion of his leave bonus on termination of service equivalent to one fifty-second of two weeks' remuneration for each completed span of employment. For the purposes of this subclause "span" means the number of shifts normally worked by the employee in a week; Provided that—

- (i) in the case of an employee whose services are terminated as a result of dismissal for misconduct, incapacity relating to poor performance or desertion; this subclause shall not be applicable;
- (ii) such dismissal for reasons other than desertion is preceded by a formal hearing and the employee concerned is found guilty as charged;
- (iii) where the employee concerned is found guilty and such finding is overturned during the Dispute Resolution process to the status of "unfair dismissal", such employee shall be granted the pro rata holiday bonus as prescribed in this clause."

5. CLAUSE 10: TERMINATION OF SERVICE

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

"(1) Subject to—

- (a) the right of an employer or an employee to terminate without notice for misrepresentation or for good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided for in this clause, an employer or his employee shall give notice of intention to terminate a contract of service of not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees: Provided that in the event of an employer cancelling or changing a contract providing for the payment of commission to a parts salesperson or supply salesperson, and such employee giving notice of his intention to terminate his contract of employment, the employee may at his option reduce the notice period to one week, notwithstanding any written agreement stipulating longer notice."

DIVISION C

CHAPTER I

1. CLAUSE 2: DEFINITIONS

- (1) In the definition of a "char", substitute the following for the expression "washing, waxing and vacuuming motor vehicles".

"**washing, waxing and vacuuming motor vehicles**", in all establishments, including registered Auto Valet establishments.

- (2) In paragraph (a) of the definition of a "general worker", substitute the following for the expression

"painting, by brush and/or gun, axles, brake drum, chassis and undersides of vehicle bodies and of trailers"

"painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and undersides of vehicle bodies and of trailers;"

- (3) In subparagraph (d) of the definition of "journeyman", substitute the expression "MISA,SAMU" for the expression "the South African Motor Union".

(4) Add the following definition between the definition of "operative wheel balancer" and the definition of "radiator repairer":

'parking garage attendant' (grade 1) means an employee who mainly or exclusively attends to the issuing of parking tickets and handling of moneys in a parking garage;".

(5) In the definition of "radiator repairer" substitute the expression "grade 5 employee" for the expression "grade 4 employee" and insert the following after the expression "dismantling radiators":

"soldering, silver soldering, brazing and gas welding;".

2. CLAUSE 3: WAGES

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

"(1) (a) From the effective date of this Agreement to 31 August 2005 the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area.

[Note: In the case of monthly paid employees, the minimum wage shall be four and a third times the amount of the weekly wage quoted in this Wage Schedule.]

WAGE SCHEDULE: SECTORS 4, 5, and 7

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade:1				
Forecourt Attendant.....	267,30	5,94	230,85	5,13
Parking Garage Attendant.....	267,30	5,94	230,85	5,13
Char.....	332,55	7,39	295,65	6,57
Grade 2	469,80	10,44	397,80	8,84
Grade 3	508,05	11,29	479,70	10,66
Grade 4	554,40	12,32	523,80	11,64
Grade 5	618,75	13,75	583,20	12,96
Grade 6	743,85	16,53	701,10	15,58

[Note: Forecourt Attendants' wages for the periods 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007 will be dependant on the profit margin adjustment on fuel by the Department of Mineral and Energy Affairs.]

Class of employee	All areas	
	Per week	Per week
	R	R
Grade 7	942,75	20,95
Grade 8	1 077,75	23,95
Watchman	427,60	(No hourly rate)

APPRENTICE WAGES

Class of employee	All areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades:		
First year.....	453,60	10,08
Second year	562,50	12,50

Class of employee	All areas	
	Per week	Per hour
	R	R
Third year	691,20	15,36
Four-year trades:		
First year	453,60	10,08
Second year	497,70	11,06
Third year	562,50	12,50
Fourth year	691,20	15,36
Competency-based modular training:		
Level 1	432,45	9,61
Level 2	540,00	12,00
Level 3	648,90	14,42
Level 4	756,00	16,80

Notes:**1. Guaranteed wage increases:**

An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.

2. For the minimum prescribed wages for Sector 6 please refer to clause 3 (2) of Division D of this Agreement.

- (b) For the periods 1 September 2005 to August 2006 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively: Provided that if the June CPIX in 2005 or 2006 is 4% or less, the increase shall be 6% and if the CPIX is more than 7%, the maximum percentage increase shall be 9%."

DIVISION C**CHAPTER II****1. CLAUSE 2: DEFINITIONS**

(1) In subclause (1), in the definition of "char", amend the phrase "washing, waxing and vacuuming motor vehicles" to read as follows:

"washing, waxing and vacuuming motor vehicles," in all establishments, including registered Auto Valet establishments".

(2) In subclause (7) (b), definition of "journeyman", substitute the expression "MISA, SAMU" for the expression "the South African Motor Union".

2. CLAUSE 4: WAGES

(1) Substitute the following for subclause (2):

"(2) Minimum wage

- (a) Subject to the provisions of subclause (3) dealing with the setting bonus, the minimum wage from the effective date of the Amending Agreement to 31 August 2005, that an employer shall pay to each of his employees of the undermentioned classes shall be as set out below in Parts A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.
- (b) For the periods 1 September 2005 to 31 August 2005 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively: Provided that if the June CPIX in 2005 or 2006 is 4% or less, the increase shall be 6% and if the CPIX is more than 7%, the maximum percentage increase shall be 9%.

SCHEDULE**PART A: MISCELLANEOUS****MINIMUM WAGES**

Class of employee	Wages per week (All areas)
Grade 1—Char	R332,55 (R7,39 per hour)
Grade 2.....	R469,80 (R10,44 per hour)
Grade 3.....	R508,05 (R11,29 per hour)
Grade 5.....	R618,75 (R13,75 per hour)
Grade 6.....	R743,85 (R16,53 per hour)
Grade 7.....	R942,75 (R20,95 per hour)
Grade 8.....	R1 077,75 (R23,95 per hour)

PART B: OPERATIVES**MINIMUM WAGES**

Class of employee	Wages per week (All areas)
Grade 5.....	R618,75 (R13,75 per hour)

APPRENTICE WAGES

Class of employee	All areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades:		
First year.....	453,60	10,08
Second year	562,50	12,50
Third year	691,20	15,36
Four-year trades:		
First year.....	453,60	10,08
Second year	497,70	11,06
Third year	562,20	12,50
Fourth year	691,20	15,36
Competency-based modular training:		
Level 1	432,45	9,61
Level 2	540,00	12,00
Level 3	648,90	14,42
Level 4	756,00	16,80

[**Note:** Guaranteed wage increases: An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement the guaranteed wage increased as set out in Division D of this Agreement.]”

DIVISION C**CHAPTER III****1. CLAUSE 2: DEFINITIONS**

(1) In subclause (1), definition of “char”, amend the phrase “washing, waxing and vacuuming motor vehicles” to read as follows:

“washing, waxing and vacuuming motor vehicles”, in all establishments, including registered Auto Valet establishments.

(2) In subclause (7) (a), definition of "general worker", amend the phrase "painting, by brush and/or gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers" to read as follows:

"Painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and undersides of vehicle bodies and of trailers;"

(3) In subclause (8) (b), substitute the expression "MISA / SAMU" for the expression "the South African Motor Union".

2. CLAUSE 4: WAGES

(1) Substitute the following for this clause:

"(1) Preamble

Negotiations are based on increases to actual and minimum wages as set out in this clause.

(2) The following increases shall be paid on actual wages:

- (a) 7,5% in respect of the period 1 September 2004 to 31 August 2005;
- (b) June 2005 CPIX plus 1% for the period 1 September 2005 to 31 August 2006;
- (c) June 2006 CPIX plus 2% for the period 1 September 2006 to 31 August 2007;

Provided that if the CPIX plus 1% for the period 1 September 2005 to 31 August 2006 or the CPIX plus 2% for the period 1 September 2006 to 31 August 2007, falls below 5% or exceed 9% then the increases in that year will be fixed at either 5% or 9%.

- (3) An employer that has already granted a wage increase after 1 September 2003 may offset those increases against the percentage set out in this clause.
- (4) The parties undertake not to embark on any industrial action as a result of disputes on minimum wages and percentage increases relating to any other chapters of this Agreement: Provided the employer has implemented this Agreement. Any such industrial action shall be deemed to be unprotected.
- (5) An employer may apply for an exemption in respect of the increases to actual wages as set out in this clause in accordance with clause 5 of the Administrative Agreement.

(6) Minimum wages

- (a) Subject to the provisions of subclause (7), from the effective date of this Agreement to 31 August 2005, the minimum wage that an employer must pay to each of his employees of the undermentioned classes must be as set out below in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.
- (b) For the periods 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively: Provided that if the CPIX in 2005 or 2006 is 4% or less, the increase shall be 6%, and if the CPIX is more than 7%, the maximum percentage increase shall be 9%.

(7) Bonus

Employers shall permit employees for whom wages are prescribed in Part B to the Schedule to use measuring instruments and/or gauges. The minimum weekly prescribed wage must be increased if the employee at any time in the course of his or her duties uses:

- (a) a vernier gauge and/or micrometer, in which event the prescribed wage shall be increased by R13,80 per week; or
- (b) a tape and/or rule and/or square and/or sets and adjusts the machine he or she operates, in which event the prescribed wage shall be increased by R9,20 per week.

SCHEDULE

PART A: MISCELLANEOUS

Class of employee	Wage per week (All areas)
Grade 1—Char	R332,55 (R7,39 per hour)
Grade 2	R469,80 (R10,44 per hour)
Grade 8	R1 077,75 (R23,95 per hour)

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Class of employee	Wage per week (All areas)
Grade 3	R508,05 (R11,29 per hour)
Grade 4	R554,40 (R12,32 per hour)
Grade 5	R618,75 (R13,75 per hour)
Grade 6	R743,85 (R16,53 per hour)

APPRENTICE WAGES

Class of employee	All areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades:		
First year	453,60	10,08
Second year	562,50	12,50
Third year	691,20	15,36
Four-year trades:		
First year	453,60	10,08
Second year	497,70	11,06
Third year	562,50	12,50
Fourth year	691,20	15,36
Competency-based modular training:		
Level 1	432,45	9,61
Level 2	540,00	12,00
Level 3	648,90	14,42
Level 4	756,00	16,80

DIVISION C

CHAPTER IV

1. CLAUSE 2: DEFINITIONS

(1) In subclause (1), definition of "char", amend the phrase "washing, waxing and vacuuming motor vehicles" to read as follows:

"washing, waxing and vacuuming motor vehicles", in all establishments, including registered Auto Valet establishments.

(2) In subclause (7) (b), definition of a "journeyman", substitute the expression "MISA/SAMU" for the expression "the South African Motor Union".

2. CLAUSE 4: WAGES

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

"(1) (a) From the effective date of this Agreement to 31 August 2005, the minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the Wage Schedule below.

(b) For the periods 1 September 2005 to August 2006 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively: Provided that if the June 2005 or 2006 CPIX plus 2% is 4% or less, the increase shall be 6%, and if the CPIX is more than 7%, the maximum percentage increase shall be 9%.

[Note: In the case of monthly-paid employees, the minimum wage shall be four and a third times the amount reflected in this Schedule.]

SCHEDULE

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade: 1				
Char	332,55	7,39	295,65	6,57
Grade 2	469,80	10,44	397,80	8,84
Grade 3	508,05	11,29	479,70	10,66
Grade 4	554,40	12,32	523,80	11,64
Grade 5	618,75	13,75	583,20	12,96
Grade 6	743,85	16,53	701,10	15,58

Class of employee	All areas	
	Per week	Per hour
	R	R
Grade 7	942,75	20,95
Grade 8	1 077,75	23,95
Watchman	427,60	(No hourly rate)

APPRENTICE WAGES

Class of employee	All areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades:		
First year.....	453,60	10,08
Second year	562,50	12,50
Third year	691,20	15,36
Four-year trades:		
First year.....	453,60	10,08
Second year	497,70	11,06
Third year	562,50	12,50
Fourth year	691,20	15,36
Competency-based modular training:		
Level 1	432,45	9,61
Level 2	540,00	12,00
Level 3	648,90	14,42
Level 4	756,00	16,80

[Note:

1. In the case of the wages specified for the employees below, the following special provisions shall apply:

Operative engine assembler

For the first 18 months of experience: R612,00 per week (R13,60 per hour).

Thereafter: R935,55 per week (R20,79 per hour).

Operative, grade A

For the first 12 months of experience: R612,00 per week (R13,60 per hour).

Thereafter: R736,20 per week (R16,36 per hour).

Operative, grade B

For the first 6 months of experience: R509,40 per week (R11,32 per hour).

Thereafter: R546,75 per week (R12,15 per hour).

2. 'Experience', for the purposes of the above, means the total period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed.]".

DIVISION C**CHAPTER V****1. CLAUSE 2: DEFINITIONS**

(1) In subclause (3), in the definition of "char", amend the phrase "washing, waxing and vacuuming motor vehicles" to read as follows:

"washing, waxing and vacuuming motor vehicles" in all establishments, including registered Auto Valet establishments.

(2) In subclause (8) (b), definition of "general worker", amend the phrase "painting, by brush and/or gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers" to read as follows:

"painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and undersides of vehicle bodies and trailers;"

(3) In subclause (9) (b), definition of "journeyman", substitute the expression "MISA/SAMU" for the expression "the South African Motor Union".

2. CLAUSE 4: WAGES

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

- "(1) (a) **Minimum wage:** From the effective date of this Agreement to 31 August 2005, the minimum wage which an employer shall pay each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule.
- (b) For the periods 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007, respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2% respectively, provided that if the June CPIX in 2005 and 2006 respectively is 4% or less, then the increase will be 6% and if the CPIX is more than 7% then the maximum percentage increase will be 9%.

WAGE SCHEDULE

PART A: MISCELLANEOUS

Class of employee	Wages per week (All areas)
Grade 1—Char	R332,55 (R7,39 per hour)
Grade 2.....	R469,80 (R10,44 per hour)
Grade 3.....	R508,05 (R11,29 per hour)
Grade 4.....	R554,40 (R12,32 per hour)
Grade 5.....	R618,75 (R13,75 per hour)
Grade 6.....	R743,85 (R16,53 per hour)
Grade 7.....	R942,75 (R20,95 per hour)
Grade 8.....	R1 077,75 (R23,95 per hour)

PART B: OPERATIVES

Class of employee	Wages per week (All areas)
Grade 4.....	R554,40 (R12,32 per hour)
Grade 5.....	R618,75 (R13,75 per hour)

APPRENTICE WAGES

Class of employee	All areas	
	Per week R	Per hour R
APPRENTICES		
Three-year trades:		
First year.....	453,60	10,08
Second year	562,50	12,50
Third year	691,20	15,36
Four-year trades:		
First year.....	453,60	10,08
Second year	497,70	11,06
Third year	562,20	12,50
Fourth year	691,20	15,36
Competency-based modular training:		
Level 1	432,45	9,61
Level 2	540,00	12,00
Level 3	648,90	14,42
Level 4	756,00	16,80

DIVISION D**1. CLAUSE 3: WAGE INCREASES**

(1) Substitute the following for this clause:

"(1) Guaranteed Wage Increases: Sectors 1 (Chapter II), 2, 3, 4, 5 and 7:

- (a) An employer shall pay his employees who at the time of publication of this Agreement are earning above the minimum wages prescribed in terms of Division B and Division C, Chapters I, II, IV and V the guaranteed wage increases as set out below.
- (b) On 1 September 2005 and 1 September 2006, respectively, the employer shall pay a guaranteed wage increase equivalent to the monetary value of the increase in prescribed minimum wages for the respective periods as prescribed in terms of Division B and Division C, Chapters I, II, IV and V.
- (c) An employer may prorate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that they will only be implemented with effect from the 7th month of service.
- (d) An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below: Provided that no wage increases shall be offset on more than one occasion.
- (e) The parties shall undertake not to embark upon or participate in any industrial action as a result of disputes on guaranteed wage increases relating to any other sector of the Motor Industry: Provided that the employer has implemented the guaranteed wage increases. Any such industrial action shall be deemed unprotected.

A. SECTORS 1 (Chapter II), 2, 3, 4, 5 AND 7 (DIVISION B: CLAUSE 3: WAGES)

Class of employee	Guaranteed increases	
	All areas	
	Per week R	Per month R
(a) Office, stores, sales and clerical employee—		
during first year of experience	31,49	136,46
during second year of experience	35,93	155,70
during third year of experience	41,38	179,32
thereafter	48,04	208,19
(b) Motor vehicle salesperson—		
during first year of experience	38,00	164,65
thereafter	48,99	212,31
(c) Bookkeeper.....	61,77	267,66
(d) Accountant.....	105,08	455,34
(e) Parts salesperson—		
during first year of experience	39,60	171,62
thereafter	48,65	210,81
Class of employee	All areas	
	Per week	Per month
(c) Traveller		
during first year of experience	39,77	171,32
thereafter	48,65	210,81
(d) Supply salesperson—		
during first year of experience	39,77	172,32
during second year of experience	45,50	197,43
during third year of experience	51,06	221,26
thereafter	54,80	237,45

B. SECTORS 4, 5 AND 7 (DIVISION C: CHAPTER I—CLAUSE 3: WAGES)

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 1:		
Forecourt attendant.....	18,45	0,41
Parking Attendant	18,45	0,41
Char	23,40	0,52
Grade 2.....	32,85	0,73

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 3	35,55	0,79
Grade 4	38,70	0,86
Grade 5	43,20	0,96
Grade 6	51,75	1,15

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 7	65,70	1,46
Grade 8	75,15	1,67
Watchman	29,83	(No hourly rate)

C. SECTOR 1 (DIVISION C: CHAPTER II—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases All areas
Grade 1—Char	R23,40 (R0,52 per hour)
Grade 2	R32,85 (R0,73 per hour)
Grade 3	R35,55 (R0,79 per hour)
Grade 5	R43,20 (R0,96 per hour)
Grade 6	R51,75 (R1,15 per hour)
Grade 7	R65,70 (R1,46 per hour)
Grade 8	R75,15 (R1,67 per hour)

D. SECTOR 3 (DIVISION C: CHAPTER IV—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 1:		
Char	23,40	0,52
Grade 2	32,85	0,73

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 3	35,55	0,79
Grade 4	38,70	0,86
Grade 5	43,20	0,96
Grade 6	51,75	1,15

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 7	65,70	1,46
Grade 8	75,15	1,67
Watchman	29,83	(No hourly rate)

Operative engine assembler

For the first 18 months of experience: R42,75 per week (R0,95 per hour).

Thereafter: R65,25 per week (R1,45 per hour).

Operative, grade A

For the first 12 months of experience: R42,75 per week (R0,95 per hour).

Thereafter: R51,30 per week (R1,14 per hour).

Operative, grade B

For the first 6 months of experience: R35,55 per week (R0,79 per hour).

Thereafter: R38,25 per week (R0,85 per hour).

E. SECTOR 2 (DIVISION C: CHAPTER V—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases
	All areas
Grade 1—Char	R23,40 (R0,52 per hour)
Grade 2	R32,85 (R0,73 per hour)
Grade 3	R35,55 (R0,79 per hour)
Grade 4	R38,70 (R0,86 per hour)
Grade 5	R43,20 (R0,96 per hour)
Grade 6	R51,75 (R1,15 per hour)
Grade 7	R65,70 (R1,46 per hour)
Grade 8	R75,15 (R1,67 per hour)

(2) Minimum wages: Sector 6:

- (a) From the effective date of this Agreement to 31 August 2005, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedules in the area of the region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

(i) **Division B employees: Wage Schedule**

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Office, stores, sales and clerical employees—				
during first year of experience	460,66	1 996,19	418,45	1 813,27
during second year of experience	524,79	2 274,11	475,34	2 059,80
during third year of experience	604,86	2 621,04	548,40	2 376,40
thereafter	701,13	3 038,25	632,19	2 739,49
(b) Motor vehicle salesperson—				
during first year of experience	544,60	2 359,92	499,14	2 162,92
thereafter	702,24	3 043,06	637,15	2 761,00
(c) Bookkeeper	893,02	3 869,77	817,47	3 542,38
(d) Accountant	1 526,04	6 612,83	1 389,84	6 022,63
(e) Parts salesperson—				
during first year of experience	569,99	2 469,94	526,04	2 279,49
thereafter	697,29	3 021,58	637,37	2 761,93

Class of employee	All areas	
	Per week	Per month
(f) Traveller—		
during first year of experience	569,99	2 469,94
thereafter	697,29	3 021,58
(g) Supply salesperson—		
during first year of experience	569,99	2 469,94
during second year of experience	653,03	2 829,80
during third year of experience	731,86	3 171,39
thereafter	785,42	3 403,47
(h) Part-time employees	*	*

- One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(ii) **Other employees — Wage Schedule**

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade 1:				
Parking Garage Attendant	267,30	5,94	230,85	5,13
Forecourt Attendant	267,30	5,94	230,85	5,13
Char	347,85	7,73	297,90	6,62
Grade 2	490,50	10,90	400,95	8,91
Grade 3	527,40	11,72	494,55	10,99
Grade 4	574,65	12,77	539,10	11,98
Grade 5	638,10	14,18	599,85	13,33
Grade 6	759,60	16,88	714,60	15,88

Class of employee	All areas	
	Per week	Per hour
	R	R
Grade 7	954,45	21,21
Grade 8	1 085,85	24,23
Watchman	442,91	(No hourly rate)

- (b) For the period 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIX plus 2%, respectively: Provided that if the June CPIX in 2005 or 2006 is 4% or less, the increase shall be 6% and if the CPIX is more than 7%, the maximum percentage increase will be 9%."

Signed at Randburg on behalf of the Parties, this 21st day of September 2004.

R. BASTIC,
President of the Council

B. CELE,
Vice-President of the Council

V. BHANA,
Secretary of the Council

No. R. 1363

26 November 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA):

MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 680 of 27 July 2001, R. 1009 of 2 August 2002, R. 397 of 28 March 2003, R. 446 of 8 April 2004 and R. 964 of 20 August 2004, with effect from 1 December 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1363

26 November 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA):

KOLLEKTIEWE HOOFOOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 680 van 27 Julie 2001, R. 1009 van 2 Augustus 2002, R. 397 van 28 Maart 2003, R. 466 van 8 April 2004 en R. 964 van 20 Augustus 2004 in, met ingang van 1 Desember 2004.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 1364

26 November 2004

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA):
EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Trade, with effect from 1 December 2004, and for the period ending 10 May 2007.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1364

26 November 2004

WET OP ARBEIDSVIRHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA):
UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE HOOFOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Haarkappers- en Kosmetologiebedryf (Pretoria) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 1 Desember 2004, en vir die tydperk wat op 10 Mei 2007 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)
COLLECTIVE AGREEMENT**

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

Employers' Organisation for Hairdressing, Cosmetology & Beauty (EOHCB)

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

United Association of South Africa (UASA)

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

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Hairdressing and Cosmetology Trade—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union in the Hairdressing & Cosmetology Trade;
 - (b) in the Magisterial District of Pretoria.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
 - (b) apply to learners only in so far as such terms are not inconsistent with the provisions of the Skills Development Act, 1998, or any contract entered into or any condition fixed thereunder.
- (3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, 6 (2) (c) and (e), 15 (3), 22 (5), 34, 35, 36 and 44.

2. PERIOD OF OPERATION OF AGREEMENT

- (1) This Agreement shall come into operation in respect of parties on 10 May 2004 and in respect of non-parties on such date as the Minister of Labour extends the agreement to non-parties and shall remain in force until 10 May 2007.

(2) Notwithstanding the provisions of clause 2 (1) above, parties may negotiate and agree to amend this Agreement annually, and such amendments(s) shall form part of this Agreement.

3. DEFINITIONS

Any terms used in this Agreement that are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include amendments to such Act or Ordinance, and, unless the contrary intention appears, words importing the masculine gender shall include the female; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“agreement” means an agreement published and made binding upon employers and employees in the Hairdressing and Cosmetology Trade in accordance with the provisions of the Act;

“learner” means an employee serving under written contract of learnership, registered or deemed to be registered by the Personal Care Chamber of the Services Seta or its successors in name and title under the Skills Development Act, 1998, and includes a minor employed on probation in terms of the said Act;

“beauty therapist” means an employee engaged in any beauty treatment or beauty therapy including but not limited to the following operations:

- (a) Eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (b) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (c) facial skin care;
- (d) removal of unwanted or superfluous hair from the head or face by whatever means, other than shaving, including waxing, chemical depilatories, electrical or mechanical means;
- (e) massage or stimulative treatment or exercise of the face, scalp or neck, whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

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

“Council” means the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria) registered in terms of section 29 of the Act;

“deemed to be registered” includes a minor who has submitted an application to be indentured as a learner in terms of the Skills Development, 1998;

“employee” means any person who is employed by or working for any employer and who is receiving or is entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any employer; and “employ” and “employment” have corresponding meanings;

“employer” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whosoever in any manner to assist him in carrying on or conducting his business; and “employ” and “employment” have corresponding meanings;

“establishment” means any premises on or in connection with which salon services are rendered; and salon and establishment have the same meanings, unless inconsistent with the context;

“Hairdressing and Cosmetology Trade” means the trade in which employers and their employees are associated for the purpose of rendering salon services in any establishment where such services are normally rendered to members of the public;

“hourly employee” means an employee employed by an employer in the Hairdressing and Cosmetology Trade in any capacity, excluding that of a learner, for a period not exceeding 24 working hours per month in any one establishment: Provided that the hours of work shall be agreed upon by the employer and employee and shall be remunerated at the prescribed hourly rate: Provided further that hourly paid employment shall not be considered as an option during retrenchment negotiations;

“immediate family” means an employee’s spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister;

“manicurist/nail technician” means an employee engaged in the manicuring structuring or extension of nails, including but not limited to the following operations: Manicure, pedicure, nail technology, or the application of artificial nails or nail extension, whether acrylic, fibreglass, gel or any other substance, and whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

“operator” means an employee, excluding a learner or qualified hairdresser, engaged in salon services, including but not limited to the following operations:

- (a) Any services to the scalp or the hair of the head or the face, including the following:
 - (i) Shampooing, cleansing, conditioning and treating;

- (ii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary means, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high-lifting tints or toners;
- (b) cleaning and sweeping premises, running errands, washing cups and salon requisites, preparing and serving liquid refreshments, shampooing, preparing clients for highlighting or frosting, applying rinses and colour shampoos, giving scalp and hair treatments, applying perm-lotion, neutralising perms, removing veils, pins, rollers, clips and any other setting aids, placing clients under dryers and taking clients out from under dryers and mixing and applying tints;

"part-time employee" means an employee employed for not more than eight ordinary working hours per day and not more than 25 ordinary working hours over a period of three days per week;

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

"qualified hairdresser" means an employee, other than a learner, who performs any one or more of the operations as defined under "salon services" in this Agreement and who—

- (a) has served an apprenticeship in terms of the Manpower Training Act, 1981, or has served learnership in terms of Skills Development Act, 1998;
- (b) has passed a qualifying trade test under or holds a certificate of proficiency issued in terms of the said Act; or
- (c) holds a certificate of competency issued by the Bargaining Council for the Hairdressing and Cosmetology Trade; or
- (d) has qualified by effluxion of time prior to 1992;

"remuneration" means any payment in money or in kind, or both in money and in kind, made or owing to any person working for any other person, and "remunerate" has a corresponding meaning;

"salon services" means any one or more of a combination of the operations generally and usually performed by and known as the profession of nail technicians or beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:

- (a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent, Marcel or water) of hair, or any other treatment of the hair of the head or the face;
- (b) manicure, pedicure, nail technology or the application of artificial nails or nail extensions, whether the substance used is acrylic, fibreglass or gel or any other substance;
- (c) eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (d) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means.
- (e) facial skin care;
- (f) removal of unwanted or superfluous hair from the head or face by whatever means, including waxing, using chemical depilatories, electrical or mechanical means, but excluding shaving;
- (g) any beauty treatment;
- (h) beauty therapy or the massage or stimulative treatment or exercise of the face, scalp or neck, whether or not any apparatus, appliance, heat preparation or substance is used in any of these operations;
- (i) the performing of any operation referred to in (a) on any wig or hairpiece to be worn by any person, whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

"S.S.E.T.A.P.C.C." means the Services Sector Education and Training Authority Personal Care Chamber;

"Skills Development Act" means the Skills Development Act, 1998;

"time off" means an alternative method of remuneration;

"wages" means the amount of money payable to an employee in terms of clause 5 (1) in respect of ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 5 (1) it means such higher amount;

"week" means the period of seven days within which the employee's working week normally falls;

"working employer" means an employer or any partner in a partnership, or a director of a company, or a member of a close corporation who himself performs work similar to that carried out by any of his employees.

4. REGISTRATION OF EMPLOYEES

(1) All employers, unless already registered under the previous Agreement, shall register their salons within one month from the date on which this Agreement comes into operation, and any employer operating in the Hairdressing and Cosmetology Trade after that date shall, within one month from the date of commencing operations, forward in a prescribed form to the Secretary of the Council the following particulars:

- (a) His full name and the title of the business;
- (b) the business address; and
- (c) the full name of each employee, the capacity in which he is employed and the wages paid to him.

(2) Every employer shall include on the form specified in Annexure A hereto, monthly, the full names of all persons employed.

(3) In the case of a partnership, in addition to the particulars required in terms of subclause (1) the full names of all the partners shall be furnished.

(4) In the case of a limited liability company, the following particulars, in addition to those required in terms of subclause (1), shall be furnished:

- (a) The address of the registered offices of the company;
- (b) the full names of the directors and the full name of the person in actual control of each branch of the business;
- (c) the full names of the secretary of the company and all other office bearers of the company.

(5) In the case of a close corporation, the following particulars, in addition to those required in terms of subclause (1), shall be furnished:

- (a) the address of registered office of the corporation;
- (b) the members of the corporation;
- (c) the accounting officer of the corporation;
- (d) a copy of the founding statement.

(6) Every employer shall, in the event of a change in any of the particulars required to be furnished in terms of this clause, forward to the Secretary of the Council, within 14 days of the date upon which such change took effect, a notification in writing of any such change.

5. WAGES

(1) No employer shall pay and no employee shall accept wages at a rate lower than the prescribed minimum wages as published in the *Gazette* from time to time.

Wage rates with effect from the date of coming into operation of this Agreement:

Category employee	Per month	Per week	Per hour
(a) Qualified hairdresser.....	R2 973,00	R686,08	R17,15
(b) Part-time qualified hairdresser.....	R1 976,00	R456,00	R18,24
(c) First-year qualified hairdresser	R2 093,00	R483,00	R12,07
(d) Part-time first-year qualified hairdresser.....	R1 396,00	R322,15	R12,85
(e) Operator.....	R2 002,00	R462,00	R11,55
(f) Part-time operator.....	R1 335,00	R308,07	R12,32
(g) Clerical employee, receptionist and/or telephonist.....	R2 377,00	R548,54	R13,71
(h) Part-time clerical employee, receptionist and/or telephonist	R1 585,00	R365,77	R14,63
(i) Manicurist/nail technician and/or beauty therapist	R2 332,00	R538,15	R13,45
(j) Part-time manicurist/nail technician and/or beauty therapist.....	R1 556,00	R389,08	R14,36
(k) Trainee manicurist/nail technician and/or beauty therapist.....	R1 401,00	R323,31	R 8,08
(l) Part-time trainee manicurist/nail technician and/or beauty therapist.....	R 934,00	R215,54	R 8,62
(m) Hourly paid employee hourly wages as per job description:			
Learners			
(n) Starting wage.....	R1 209,00	R279,62	R6,99
(o) Module 1	R1 254,00	R289,38	R7,23
(p) Module 2	R1 328,00	R306,46	R7,66
(q) Module 3	R1 405,00	R324,23	R8,11
(r) Module 4	R1 480,00	R341,54	R8,54
(s) Module 5	R1 553, 00	R358,38	R8,96
(t) Module 6	R1 629,00	R375,92	R9,40

(2) Any person, other than a learner, performing the duties of a qualified hairdresser, including any of the following services to the scalp or the hair of the head or face, shall be entitled to the wage of a first-year qualified hairdresser:

- (i) Chemical reformation of the hair, including permanent waving, relaxing and straightening of hair;

- (ii) hair cutting and shaping;
- (iii) barbering services, including shaving and singeing of hair;
- (iv) hairstyling and arranging, including design, curling, waving (whatever means are used, including water, the Marcel method, or heat), blow-drying and blow waving and styling, tonging, pressing and silking;
- (v) adding natural and artificial hair and hair extensions to hair, board work, postiche, wigmaking or performing any operation referred to in paragraph (a) on any wig or hairpiece to be worn by any person;
- (vi) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair.

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

(4) (a) Notwithstanding the provisions of subclause (1) a learner who has passed from one module to another on or before the 15th of that month, shall be paid at the next wage scale.

(b) A learner who passes from one module to another on or after the 16th of that month, shall remain on a same wage scale until the end of the month and thereafter her/he wages shall be adjusted accordingly.

(c) All learners who have attended college full-time and obtained module 6 shall commence at a salary of R1 209,00 per month, after which, every three months, they shall be promoted to the next wage scale until they reach R1 629,00, per month.

(5) Despite the provisions of subclause (1) above, all full-time employees in ethnic salons falling under the categories receptionist, learner and stylist shall be paid a salary of R1 100,00 per month.

6. PAYMENT OF WAGES AND AUTHORIZED DEDUCTIONS

(1) (a) Wages shall be paid—in cash, cheque or electronic transfer—daily, weekly or monthly, as the case may be, unless the contract of employment of an employee is terminated before the usual payday, when wages shall be paid immediately on such termination.

(b) All wages due paid in cash or by cheque shall be placed in a sealed envelope, which shall contain the full name of the employee, the period for which the particular payment is made, any deductions made in terms of this Agreement, and the amount contained in the envelope in the form as set out in Annexure B.

(2) No deductions of any description other than the following may be made from the remuneration due to an employee:

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of the employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (b) contributions to Council funds in terms of clause 22 of this Agreement;
- (c) subscription and other monies due to the trade union in terms of clause 36;
- (d) subscription to any medical aid scheme registered with the Registered Association of Medical Schemes (RAMS);
- (e) subscription to the United Association of South Africa Personal Care Sector Pension Fund in terms of the Act;
- (f) deductions for stock used by the employee in rendering salon services to clients, or a percentage of the gross takings of the employee, which deduction shall be stipulated in a written agreement signed by both employer and employee;
- (g) deductions that an employer is required to make in terms of any Act, or any other amount that an employer is legally or by order of any competent court required or permitted to make or in accordance with a written authority given to the employer by such employee.

(3) Wages due to an employee in terms of clause 5 shall be paid by 12:00 on the last day of each month: Provided that should such day of the particular month fall on any day other than a business day, such wages shall be paid at 12:00 on the business day immediately preceding such day.

(4) Payment of wages/remuneration shall be made at the place where the employee is actually engaged or employed at the time of the payment of wages/remuneration, in cash or with negotiable cheque or electronic transfer.

7. MEAL INTERVAL

(a) An employer shall give an employee who works continuously for more than five hours a meal interval of at least one continuous hour and the employee shall not be required or permitted to work during such interval. The meal interval shall not form part of the normal working hours.

(b) Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.

(c) An agreement in writing may reduce the meal interval to not less than 30 minutes.

8. HOURS OF WORK

(1) The ordinary hours of work of all employees engaged in the Hairdressing and Cosmetology Trade shall not exceed 40 hours per week between Monday and Sunday: Provided that the hours worked shall not exceed eight ordinary hours per day.

(2) Despite the provisions of subclause (1) above, the hours of work in the ethnic salons shall not exceed 43 hours per week during the period 1 March 2004 to 28 February 2005, and shall not exceed 41 hours per week during the period 1 March 2005 to 28 February 2006.

9. OVERTIME

- (1) Subject to this clause, an employer may not require or permit an employee—
 - (a) to work overtime except in accordance with an agreement;
 - (b) to work more than three hours' overtime a day; or
 - (c) to work more than 10 hours' overtime a week.
- (2) Notwithstanding the limits on hours of work specified in clause 8 above, overtime may be worked as may be required from time to time: Provided that the employer and employee have, in writing, mutually agreed to the employee's working such overtime.
- (3) An employer shall—
 - (a) pay an employee at least one and half times the employee's wage for every hour overtime worked; or
 - (b) grant an employee at least 90 minutes time off for every hour of overtime worked.
- (4) The time off shall be paid and granted within one month of such overtime worked.

10. PAYMENT FOR WORK ON SUNDAY

- (1) An employer shall pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and one-half times the employee's wage for each hour worked.
- (2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that employee is entitled to in terms of subclause (1) is less than the employee's ordinary daily wage, the employer shall pay the employee the employee's ordinary daily wage.
- (3) Notwithstanding subclauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of subclauses (1) and (2).
- (4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 8, but is taken into account in calculating the overtime worked by the employee in terms of clause 9 (1) (c).
- (5) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on that other day.
- (6) (a) An employer shall grant paid time off in terms of subclause (3) within one month of the employee becoming entitled to it.
(b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.

11. PUBLIC HOLIDAYS

- (1) Every employee shall be entitled to and be granted leave on full pay on all public holidays.
- (2) (a) Hours worked on a public holiday shall be calculated at double the ordinary rate of pay; or
(b) such hours may be taken as time off and shall be paid and calculated at double the amount of hours off for each hour worked on a public holiday.
- (3) Time off shall be taken within one month of such hours worked on a public holiday.
- (4) There shall be a written agreement between the employer and employee concerning time off.

12. ANNUAL LEAVE AND PAYMENT

- (1) Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.
- (2) (a) Every employee shall, in each year of employment with the same employer or establishment, be entitled to and be granted three consecutive weeks' leave of absence, on full pay, reckoned at the wage the employee was receiving the week immediately prior to the proceeding on leave.
(b) The total amount of days per year an employee is entitled to, shall be in accordance with the days the employee works per week.
(c) An employee who has completed five or more consecutive years' service with the same employer or in the same establishment shall be granted four consecutive weeks' leave of absence on full pay, reckoned at the wage the employee was receiving the week immediately prior to proceedings on leave. The total amount of days per year such an employee is entitled to, shall be the total amount of days such an employee works per week multiplied by four.

(3) (a) An employee whose service are terminated before the completion of one month's employment with an employer or establishment shall not be entitled to any leave pay for this period.

(b) Upon termination of an employee's employment, his employer shall pay him his full remuneration in respect of all leave accrued to him but was not granted to him before the date of termination of his employment.

(4) The employer shall fix the time when such leave shall be taken, but if the employer has not granted to an employee his period of leave at any earlier date, such leave shall be taken and shall commence within three months after completion of each 12 months of employment and such an employee shall then absent himself from the employer's place business during the period of such leave.

(5) For the purpose of this clause, employment shall be deemed to commence from the date on which the employee last became entitled to annual leave or the date of engagement, whichever is the latter;

(6) For the purpose of this clause, employment shall be deemed to include—

(a) up to four months of military service rendered in pursuance of the Defence Act, 1957, in that year;

(b) any period during which the employee is on leave in terms of the provisions of this clause; or

(c) is absent from work on the instructions or at the request of the employer; or

(d) is absent from work owing to illness or accident, not exceeding any period of absence owing to illness or accident in excess of 30 days in any 36-month cycle or two consecutive days: Provided that, if requested by the employer, the employee produces a certificate by a medical practitioner that he was prevented by illness or accident from doing his work; or

(e) is absent from work owing to maternity leave;

(7) (a) Annual leave shall be taken and shall not be accumulated.

(b) An employer shall not pay an employee instead of granting leave, except on termination of employment.

(8) This clause shall not apply to employees working less than 24 hours per month.

13. SICK LEAVE

(1) For the purposes of this clause—

"incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that in the case of accidents only such benefits as are payable as compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or the Road Accident Fund shall be paid; and

"sick leave cycle" means a period of 36 months' employment with the same employer and/or in the same establishment immediately following—

(a) an employee's commencement of employment;

(b) the completion of that employee's previous sick leave cycle.

(2) During every sick leave cycle an employee shall be entitled to an amount of paid sick leave days equal to the number of days the employee would normally work during a period of six weeks.

(3) Notwithstanding subclause (2), during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.

(4) During an employee's first sick leave cycle, an employer may reduce the employee's sick leave entitlement to sick leave in terms of subclause (2) by the number of days sick leave taken in terms of subclause (3).

(5) An employer shall pay an employee for the day's sick leave—

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

(6) An employer shall not be required to pay an employee in terms of this clause if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(7) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

(8) This clause shall not apply to hourly employees.

14. MATERNITY LEAVE

(1) Every female employee, excluding an employee working less than 24 hours per month, shall be guaranteed re-employment after maternity leave.

(2) Within the first five years of employment in the same salon or establishment a female employee shall be entitled to four months' unpaid maternity leave.

(3) After five years of continuous employment with the same employer and/or in the same establishment an employee shall be entitled to four months' maternity leave and shall be entitled to 25 per cent of the basic wage she received immediately prior to proceeding on maternity leave.

(4) An employee shall not be entitled to the paid maternity leave referred to in subclause (3) more than once per calendar year, excluding maternity leave due to miscarriage.

(5) An employee may commence maternity leave—

(a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or

(b) on a date which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.

(6) No employee may work within six weeks after the birth of her child, unless a medical practitioner certifies that she is fit to do so.

(7) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child shall be entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(8) An employee shall notify the employer in writing, unless the employee is unable to do so, of the date of which the employee intends to—

(a) commence maternity leave; and

(b) return to work after maternity leave.

(9) Notification in terms of subclause (8) shall be given—

(a) at least four weeks before the employee intends to commence maternity leave; or

(b) as soon as reasonably practicable to do so.

15. SPECIAL LEAVE

(1) **Paternity leave:** A period not exceeding seven days' paid leave, in any one calendar year, shall be granted to a male employee upon written proof of the birth of his child. Such leave shall be arranged with the employer in writing.

(2) **Compassionate leave:** A period not exceeding seven days in any one calendar year shall be granted to any employee for the demise of an immediate family member only. Such leave shall be arranged between the employer and employee on written proof of death of such a family member.

(3) **Training leave:** A duly elected shop steward shall be granted seven days' paid leave for shop steward training purposes on a once-off basis. Thereafter, a further three days' paid leave per annum shall be granted for additional shop steward training. Such leave shall be arranged between the employer and the employee and shall be requested in writing.

(4) Special leave may not be accumulated.

16. OUTWORK

An employee, while such employee is in the employ of an employer engaged in the Hairdressing and Cosmetology Trade, excluding an employee working less than 24 hours per month, shall not—

(a) solicit or take orders for or undertake work in the Hairdressing and Cosmetology Trade for any person other than his employer;

(b) engage in trading in salon requisites for sale, gain or reward, on his own account or on behalf of any person or for any person other than his employer, without the written permission of the employer.

17. TERMINATION OF SERVICES

(1) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause legally recognized as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein, but not in excess of 12 months, having regard to the definitions of unfair labour practice as contained in the Act, an employer or his employee shall not give less than two weeks' written notice to terminate the contract of employment.

(2) Notice shall be in writing except where the employee concerned is illiterate, and shall take effect from the working day following the day on which such notice was given.

(3) Notice may not be given while an employee is on leave in terms of clause 12 or absent on sick leave in terms of clause 13.

(4) By mutual written agreement between the employer and employee, the notice period referred to in subclause (1) (b) may be shortened to such period as agreed upon.

(5) In the event of an employer or an employee failing to give notice as provided for in subclause (1) hereof, the employer or employee shall pay or forfeit in lieu thereof an amount equal to the remuneration that the employee was receiving immediately preceeding the termination of the contract of employment: Provided that if an agreement has been entered into in terms of subclause (1) (b), the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon, which shall not be in excess of 12 months.

(6) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) that were in process of accrual to such employee at the time of his desertion.

(7) An employer shall pay an employee for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1).

(8) If the employee's services are terminated on reasons based on operational requirements an employer shall pay severance pay as follows:

- (a) Employees who have worked for one employer or one establishment for a period of up to five years' continuous service shall be entitled to one week's severance pay for each completed year of service.
- (b) Employees who have worked for one employer or one establishment for a period of more than five years' but less than 10 years' continuous service shall be entitled to 1,5 weeks' severance pay for each completed year of service.
- (c) Employees who have worked for one employer or one establishment for a period of 10 years' and more continuous service shall be entitled to two weeks' severance pay for each completed year of service.

(9) Every employer shall issue a certificate of service to every employee. The certificate shall be in the form of Annexure C to this Agreement.

(10) Should any worker stay away from the workplace for more than two days without any notification of reason of absence, the procedure set out in Annexure E shall followed.

18. RECORDS TO BE KEPT BY EMPLOYERS

- (1) Every employer shall keep a record containing the following information:
 - (a) The name and occupation of each employee;
 - (b) the time worked by each employee;
 - (c) the remuneration paid to each employee;
 - (d) the date of birth of each employee under the age of 18 years;
 - (e) any other prescribed information.
- (2) A record in terms of subclause (1) shall be kept by the employer for a period of three years from the date of the last entry record.
- (3) Entries in the time register shall be in the employee's own handwriting and no person shall make false entries in a register.

19. EXEMPTIONS

- (1) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council meeting.
- (2) All applications for exemptions shall be substantiated, and shall include the following details:
 - (a) The period for which the exemption is required.
 - (b) The Agreement and clauses or subclauses of the Agreement from which exemption is required.
 - (c) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included in the application.
- (3) The Secretary of the Council shall place the application for exemption on the agenda of the next Council meeting, for decision.
- (4) The Secretary of the Council shall provide the Council meeting with details of all the applications for exemption.
- (5) The Council meeting shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Council meeting may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (6) Once the Council meeting has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (7) When the Council meeting decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

20. EXEMPTION CRITERIA

(1) An application for exemption shall be submitted to the Secretary of the Council on the prescribed form, and shall contain the following information:

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

21. INDEPENDENT BODY

(1) In terms of the Act, the Council hereby establishes an Independent Body to hear and consider any appeal against the decision by the Bargaining Council with regard to the granting or refusing to grant exemption to non-parties.

(2) All appeal applications shall be in writing and shall contain the following information:

- (a) Grounds of appeal;
- (b) full documents that were sent to the Council;
- (c) any other relevant information that may assist the Independent Body to arrive at the correct decision.

(3) The Independent Body shall consider and decide on all written appeal applications and, when requested by the applicant or objectors to do so, may interview applicants or objectors at its following meeting: Provided that the Independent Body may defer a decision to the following meeting, if additional information, substantiation or verbal representations are considered necessary to decide on the appeal application.

(4) Once the Independent Body has decided to grant or not to grant exemption, it shall advise the applicant of its decision within 14 days.

(5) The Independent Body shall give reasons for granting or refusing to grant an exemption.

22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R38,00 per month from the earnings of each of his employees for whom wages are prescribed in clause 5 (1) (a), (b), (c), (d), (g), (h), (i) and (j), and R27,00 per month from the earnings of employees for whom wages are prescribed in clause 5 (1) (e) and (f) and R18,00 for learners for whom wages are prescribed in clause 5 (1) (k), (l), (n), (o), (p), (q), (r), (s) and (t).

(2) In addition to the above, all employers shall pay a fee of R100,00 per month.

(3) The amounts referred to in subclause (1) and (2) above shall be remitted to the Secretary of the Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or to P.O. Box 26319, Arcadia, 0007, not later than the seventh day of each month, in the form of Annexure A to this Agreement, as required by the Bargaining Council.

(4) All dues and penalties payable by employers and employees to their respective bodies shall be collected by the Bargaining Council and shall be paid over to the respective organizations within 30 days of receipt.

(5) Any increase in the expenses of the Council as prescribed in subclauses (1) and (2) of this clause, may be negotiated annually between the parties to this Agreement.

23. PENALTY

If any amount that falls due in terms of any clause or any other provision of this Agreement is not paid in full to the Council by the 15th day of the month for which the amount is payable, the employer shall be liable to pay a penalty calculated at the rate of 10 per cent of the capital amount that remains unpaid.

24. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment, in a conspicuous place readily accessible to his employees, a legible copy of this Agreement in one of the official languages.

25. DESIGNATED AGENT(S)

The Council shall request the Minister to appoint one or more specified person(s) as designated agents to assist in the administration of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries, and examine such books, documents, wage, sheets and pay tickets and to perform all such acts as may be necessary for ascertaining whether the conditions of the Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigation.

26. SECURING AN UNDERTAKING

- (1) A designated agent who has reasonable grounds to believe that an employer has not complied with any provisions of this Agreement shall endeavour to secure a written undertaking from the employer to comply with the provisions.
- (2) In endeavouring to secure the undertaking, the Designated Agent—
 - (a) may seek to obtain agreement between the employer and employee as to any amount owed to the employee in terms of this Agreement;
 - (b) may arrange for payment to an employee of any amount paid as a result of an undertaking;
 - (c) may, at the written request of an employee, receive payment on behalf of the employee; and
 - (d) shall provide a receipt for any payment received in terms of paragraph (c).

27. COMPLIANCE ORDER

- (1) A designated agent who has reasonable grounds to believe that an employer has not complied with a provisions of this Agreement may issue a compliance order.
- (2) A compliance order shall set out—
 - (a) the name of the employer and location of every workplace to which it applies;
 - (b) any provision of this Agreement that the employer has not complied with, and details of the conduct instituting non-compliance;
 - (c) any amount that the employer is required to pay to an employee or the Council;
 - (d) any written undertaking by the employer in terms of clause 26 (1) and any failure by the employer to comply with a written undertaking;
 - (e) any steps that the employer is required to take including, if necessary, the cessation of the contravention in question and the period within which those steps are to be taken.
- (3) A designated agent shall deliver a copy of the compliance order to the employer named in it, and to each employee affected by it or, if this is impractical, a representative of the employees.
- (4) The employer shall display a copy of the compliance order prominently at a place accessible to the affected employees at each workplace named in it.
- (5) An employer shall comply with the compliance order within the time period stated in the order unless the employer objects in terms of clause 29.
- (6) Despite the provisions of subclause (3) above, the failure to deliver a copy of the compliance order to the employees or their representatives shall not make the compliance order invalid.

28. LIMITATIONS

A designated agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with a provision of this Agreement if any proceedings have been instituted for the recovery of that amount or, if proceedings have been instituted, those proceedings have been withdrawn.

29. OBJECTIONS TO COMPLIANCE ORDER

- (1) An employer may object to a compliance order by making representations in writing to the Secretary within seven days of receipt of that order.
- (2) If the employer shows good cause at any time, the Secretary may permit the employer to object after the period of seven days has expired.
- (3) After considering any representation by the employer and any other relevant information, the Secretary—
 - (a) may confirm, modify or cancel an order or any part of an order; and
 - (b) shall specify the period within which the employer is to comply with any part of an order that has been confirmed or modified.
- (4) The Secretary shall consider, *inter alia*, the following information:
 - (a) Any evidence concerning the employer's compliance record;
 - (b) the likelihood that employer was aware of the relevant provisions; and
 - (c) the steps taken by the employer to ensure compliance with the relevant provisions.

(5) The Secretary shall serve a copy of the order made in terms of subclause (3) on the employer and on each employee affected by it or, if this is impractical, on the employee's representative.

(6) If the Secretary confirms or modifies the order or any part of the order, the employer must comply with that order within the time period specified in that order.

(7) The failure to deliver a compliance order to employees or their representatives shall not make such compliance order invalid.

30. REFERRAL OF COMPLIANCE ORDER TO ARBITRATIONS

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

(2) If the employer has not complied with the compliance order and has not referred the matter to arbitration in terms of subclause (1) above, the Secretary or official of the Council may refer the matter to arbitration.

31. CONSOLIDATION OF PROCEEDINGS

(1) If an employee institutes proceedings for unfair dismissal, the Labour Court or the arbitrator hearing the matter may, in addition, determine any claim for an amount that is owing to that employee in terms of this Agreement—

(a) the claim is referred in compliance with section 191 of the Labour Relations Act, 1995;

(b) no compliance order has been issued and no other legal proceedings have been instituted to recover the amount.

(2) A dispute concerning any amount that is owing to an employee as a result of a contravention of this Agreement may be initiated jointly with a dispute instituted by the employee over the entitlement to severance pay in terms of section 41 (6) of BCEA.

32. PAYMENT OF INTEREST

An employee shall pay interest on any amount due and payable in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), to any person to whom a payment should have been made.

33. PROOF OF COMPLIANCE

(1) In any proceedings concerning a contravention of this Agreement an employer shall—

(a) prove that a record maintained by or for that employer is valid and accurate;

(b) prove compliance with any provisions of this Agreement if he has failed to keep any record required by this Agreement that is relevant to those proceedings.

34. MEMBERSHIP

(1) No employer who is a member of the employers' organisation shall continue to employ an employee—

(a) who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement; or

(b) who does not become a member of the trade union within a period of 90 days from such date.

(2) No member of the trade union, from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement, may continue his employment with an employer—

(a) who is not a member of the employers' organisation; or

(b) who does not within a period of 90 days after such date, or after the date of employment of the employee concerned where such employment takes place after the date of coming into operation of this Agreement, become a member of the employer's organisation.

(3) The provisions of this clause shall not apply to persons who are not eligible for membership in terms of the Constitution of the trade union or employers' organisation, or who have been refused membership of, or have been expelled from the trade union or the employers' organisation.

35. TRADE UNION REPRESENTATIVE OF THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

36. MONIES PAYABLE TO EMPLOYERS' ORGANISATION AND TRADE UNION

(1) (a) Any employee who is a member of a representative trade union may authorise the employer in writing to deduct subscription or levies due to the trade union in terms of its constitution and as advised by the Secretary of the trade union from time to time.

(b) An employer who receives an authorisation and request in terms of subclause (1) (a) above shall begin making the authorised deduction as soon as possible and forward on the form specified in annexure "A" hereto, the amount thus deducted to the Secretary of Bargaining Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or PO Box 26319, Arcadia, 0007, not later than the seventh day of each month in which the deductions were made.

(c) An employee may revoke an authorisation given in terms of subclause 1 (a) by giving the employer and the representative trade union one month's written notice, subject to an approved application for exemption by the Council.

(d) An employer who receives a notice in terms of subclause 1 (c) must continue making authorised deductions until the notice period has expired.

(2) (a) Every employer who is a member of the employers' organisation shall, during the month of December of each year, forward to the Secretary of the Council the annual specified dues in terms of the constitution of the employers' organisation.

(b) Every employer who is a member of the employers' organisation shall remit the monthly subscription, Development Fund levies or any other levies to the Secretary of the Council not later than the seventh day of each month in the form specified in Annexure A to this Agreement.

(3) Any amount received by the Council in terms of subclause (1) (b), (2) (a) and (b) shall be paid over to the union and employers' organisation, respectively, within 30 days of receipt thereof.

37. CONTROL OF PREMISES

(1) No employer shall practice in the Hairdressing and Cosmetology Trade on premises—

- (a) that are not adequately lighted and ventilated, and provided with an adequate supply of hot and cold running water;
- (b) that are not fitted with washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material that is readily cleanable;
- (d) that are fitted with shelves, fittings or other fixtures that are not made of readily cleanable and durable material;
- (e) any parts of which are used as a sleeping apartment or place for the storage or preparation of food, unless the part used for carrying on the Hairdressing and Cosmetology Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

(2) Every owner of a salon, and every person in charge of salon, whether on a temporary or permanent basis, shall on demand disclose to a designated agent of the Council the name of the landlord or owner of the establishment on the premises on which the business of the salon is carried on, and every such owner is hereby deemed to have consented to the disclosure by the landlord to the Council of all relevant particulars of the lease of the premises.

38. PROVISION OF EQUIPMENT

(1) (a) An employer shall provide, for the use of every employee, all tools and equipment necessary for the carrying out of his work, except the following:

- (i) Curling tongs;
- (ii) scissors;
- (iii) clippers;
- (iv) razors;
- (v) neck brushes;
- (vi) strop;
- (vii) razor hone;
- (viii) hand dryer;
- (ix) hairbrushes.

(b) Where the employer has instituted a dress code, fitting in with the colour scheme of his salon, he shall supply the required clothing to the employees.

(2) An employer shall comply at all times with all health legislation applicable in the area of operation.

39. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and remain in force for the unexpired period of the Agreement.

40. LETTER OF APPOINTMENT

(1) Every employer shall provide each new employee with a letter of appointment as per Annexure D to this Agreement as a pro forma, showing at least the following: The employee's full name, date of commencement of service, job description, basic salary, normal hours of work and probation period.

(2) A copy of such letter, signed by the employer and the employee, shall be retained by the employer and employee, respectively.

41. PROHIBITION OF EMPLOYMENT

(1) An employer shall not employ any person under the age of 15 years.

(2) A restriction of employment within two kilometre radius for a period of six months for street salons and three kilometre radius for shopping mall salons shall be implemented after the termination of the service of an employee.

(3) Subclause 2 shall not apply where a case of unfair dismissal is still pending.

42. TRANSFER OF CONTRACT

- (1) In this clause and in clause 42 A—
 - (a) 'business', includes the whole or a part of any business, trade, undertaking or service; and
 - (b) 'transfer' means the transfer of a business by one employer ('the old employer') to another employer ('the new employer') as a going concern.
- (2) If a transfer of a business takes place, unless otherwise agreed in terms of subclause (6):
 - (a) The new employer is automatically substituted in the place of the old employer in respect of all contracts of employment in existence immediately before the date of transfer;
 - (b) all the rights and obligations between the old employer and an employee at the time of the transfer continue in force as if they had been rights and obligations between the new employer and the employee;
 - (c) anything done before the transfer by or in relation to the old employer, including the dismissal of an employee or the commission of an unfair labour practice or act of unfair discrimination, is considered to have been done by or in relation to the new employer; and
 - (d) the transfer does not interrupt an employee's continuity of employment, and an employee's contract of employment continues with the new employer as if with the old employer.
- (3) (a) The new employer complies with subclause (2) if that employer employs transferred employees on terms and conditions that are on the whole not less favourable to the employees than those on which they were employed by the old employer.
(b) Paragraph (a) does not apply to employees if any of their conditions of employment are determined by the collective agreement.
- (4) Subclause (2) does not prevent an employee from being transferred to a pension, provident, retirement or similar fund other than the fund to which the employee belonged prior to the transfer, if the criteria in section 14 (1) (c) of the Pension Fund Act, 1956 (Act No. 24 of 1956), are satisfied.
- (5) (a) For the purpose of this subclause, the collective agreements and arbitration awards referred to in paragraph (b) are agreements and awards that bound the old employer in respect of the employees to be transferred, immediately before the date of transfer.
(b) Unless otherwise agreed in terms of subclause 6, the new employer is bounded by—
 - (i) Any arbitration award made in terms of the Labour Relations Act, the common law or any other law;
 - (ii) any collective agreement binding in terms of section 23 of the Labour Relations Act; and
 - (iii) any collective agreement binding in terms of section 32 of the Labour Relations Act unless a commissioner acting in terms of section 62 of the Act decides otherwise.
- (6) (a) An agreement contemplated in subclause (2) must be in writing and concluded between—
 - (i) either the old employer, the new employer, or the old and new employers acting jointly, on the one hand; and
 - (ii) the appropriate person or body referred to in section 189 (1) of the Act, on the other.
(b) In any negotiations to conclude an agreement contemplated by paragraph (a), the employer or employers contemplated in subparagraph (i), must disclose to the person or body contemplated in subparagraph (ii), all relevant information that will allow it to engage effectively in the negotiations.
- (c) Section 16 (4) to (14) of the Act applies, read with the changes required by the context, to the disclosure of information in terms of paragraph (b).
- (7) The old employer must—
 - (a) agree with the new employer to a valuation as at the date of transfer of—
 - (i) the leave pay accrued to the transferred employees of the old employer;
 - (ii) the severance pay that would have been payable to the transferred employees of the old employer in the event of a dismissal by reason of the employer's operational requirements; and
 - (iii) any other payments that have accrued to the transferred employees but have not been paid to employees of the old employer;
 - (b) conclude a written agreement that specifies—
 - (i) which employer is liable for paying any amount referred to in paragraph (a), and in the case of the apportionment of liability between them, the terms of that apportionment; and
 - (ii) what provision has been made for any payment contemplated in paragraph (a) if any employee becomes entitled to receive a payment;
 - (c) disclose the terms of the agreement contemplated in paragraph (b) to each employee who after the transfer becomes employed by the new employer; and
 - (d) take any other measure that may be reasonable in the circumstances to ensure that adequate provision is made for any obligation on the new employer that may arise in terms of paragraph (a).

(8) For a period of 12 months after the date of the transfer, the old employer is jointly and severally liable with the new employer to any employee who becomes entitled to receive a payment contemplated in subclause (7) (a) as a result of the employee's dismissal for a reason relating to the employer's operational requirements or the employer's liquidation or sequestration, unless the old employer is able to show that it has complied with the provisions of this section.

(9) The old and new employer are jointly and severally liable in respect of any claim concerning any term or condition of employment that arose prior to the transfer.

(10) This section does not affect the liability of any person to be prosecuted for, convicted of, and sentenced for, any offence.

CLAUSE 42A: TRANSFER OF CONTRACT OF EMPLOYMENT IN CIRCUMSTANCES OF INSOLVENCY

(1) This clause applies to a transfer of a business—

- (a) if the employer is insolvent; or
- (b) if a scheme of arrangement or compromise is being entered into to avoid winding-up or sequestration for reasons of insolvency.

(2) Despite the Insolvency Act, 1936 (Act No. 24 of 1936), if a transfer of a business takes place in the circumstances contemplated in subclause (1), unless otherwise agreed in terms of clause 42 (6)—

- (a) The new employer is automatically substituted in the place of the old employer in all contracts of employment in existence immediately before the old employer's provisional winding-up or sequestration;
- (b) all the rights and obligation between the old employer and each employee at the time of the transfer remain rights and obligations between the old employer and each employee;
- (c) anything done before the transfer by the old employer in respect of each employee is considered to have been done by the old employer; and
- (d) the transfer does not interrupt the employee's continuity of employment and the employee's contract of employment continues with the new employer as if with the old employer.

(3) Clause 42 (3), (4), (5) and (10) applies to a transfer in terms of this clause and any reference to an agreement in that clause must be read as a reference to an agreement contemplated in clause 42 (6).

(4) Clause 42 (5) applies to a collective agreement or arbitration binding on the employer immediately before the employer's provisional winding-up or sequestration.

(5) Clause 42 (7), (8) and (9) does not apply to a transfer in accordance with this clause.

CLAUSE 42B: DISCLOSURE OF INFORMATION CONCERNING INSOLVENCY

(1) An employer that is facing financial difficulties that may reasonably result in the winding-up or sequestration of the employer, must advise a consulting party contemplated in section 189 (1) of the Act.

(2) (a) An employer that applies to be wound up or sequestrated, whether in terms of the Insolvency Act, 1936, or any other law, must at the time of making application, provide a consulting party contemplated in section 189 (1) of the Labour Relations Act with a copy of the application.

(b) An employer that receives an application for its winding-up or sequestration must supply a copy of the application to any consulting party contemplated in section 189 (1) of the Act, within two days of receipt, or if the proceedings are urgent, within 12 hours.

43. MEDICAL FUND

(1) The Council, having resolved that employers and employees in the Hairdressing and Cosmetology Trade may participate in a medical plan registered in terms of the Medical Schemes Act, 1967, hereinafter referred to as "the Scheme", hereby authorises, for the purpose of implementing the objects set forth in the rules of the Scheme, the collection of contributions in accordance with the procedure detailed below:

- (a) Every employer shall each week or month, as the case may be, deduct from the wage of each of his employees, who has voluntarily applied in writing to participate in the Scheme, the amount calculated in terms of the Rules of the Scheme and notified to him by the administrators of the Scheme.
- (b) To the amount so deducted the employer shall add the amount that he has agreed to pay to the Scheme, if any, in respect of members of the Scheme in his employ.

44. PENSION FUND

Membership of the United Association of South Africa Personal Care Sector Pension Fund shall be compulsory.

(1) (a) Every employer shall at the end of each pay period deduct from the wages of every applicable member of the trade union in his employ an amount equal to 60% of the agreed 7,5% contribution to the Pension Fund, according to the rules of the United Association of South Africa Personal Care Sector Pension Fund, underwritten by a registered insurance underwriter.

(b) Despite the provisions of paragraph (a), every employee in the ethnic sector shall contribute an amount equal to 80% of the agreed contribution to the pension fund according to the rules.

(2) (a) Every employer shall contribute an amount equal to 40% of the agreed 7,5% contributions to the Pension Fund of every applicable member of the trade union in his employ, according to the rules of the United Association of South Africa Personal Care Sector Pension Fund.

(b) Despite the provisions of paragraph (a), every employer in the ethnic sector shall contribute an amount equal to 20% of the agreed contributions to the pension fund according to the rules.

(3) The amount so deducted in subclause (1) and contributed in subclause (2) shall be paid over within seven days to the Secretary of the Council, PO Box 26319, Arcadia, 0007.

45. INTERPRETATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of the Agreement and may issue expression of opinion not inconsistent with the provisions thereof for the guidance of the employers and their employees.

(2) Any dispute that arises in the Hairdressing and Cosmetology Trade shall be referred to the Council to be dealt with in terms of the Act.

46. RESOLUTION OF DISPUTES

(1) If there is a dispute of non-compliance arising out of the collective agreement, the Council may refer any unresolved disputes concerning compliance with any provisions of the collective agreement to arbitration by an arbitrator appointed by the Council.

(2) The arbitrator appointed in terms of subclause (1) above, has the powers of the commissioner in terms of section 142 of the Labour Relations Act.

(3) Section 138 of the Act, read with the changes required by the context, applies to any arbitration conducted in terms of this clause.

(4) An arbitrator conducting an arbitration in terms of this clause may make an appropriate award including:

- (a) Ordering any person to pay any amount owing in terms of a collective agreement;
- (b) imposing a fine for a failure to comply with a collective agreement in accordance with section 33 A (13) of the Act;
- (c) charging a party an arbitration fee not exceeding R1 500,00;
- (d) ordering a party to pay the cost of the arbitration;
- (e) confirming, varying or setting aside a compliance order issued by a designated agent in accordance with clause 27;
- (f) any award contemplated in section 138 (a) of the Act.

47. DISSOLUTION OF COUNCIL

(1) In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Trust Account not being negotiated within a period of 12 months from the date of such expiration, or the Trust Account not being transferred by the Council within such period to any other trust account constituted for the same purposes as that for which the original Trust Account was created, or in the event of the dissolution of the Council, the moneys standing to the credit of the Trust Account shall be refunded to the employers and employees who had contributed to it.

(2) The Trust Account shall during the said period of 12 months or until such time as it transferred to any other trust account referred to above or continued by a subsequent agreement, be administered by the Council.

(3) Any amount that cannot be disposed of in terms of this clause after the expiration of six months from the date it became payable to the person who was entitled thereto, shall be paid into the Council's general funds and if the Council has been dissolved by that date, such amount shall be dealt with in terms of sections 59 and 60 of the Act as if it has formed part of the General Funds of the Council.

Signed at Pretoria for and on behalf of the parties, this 3rd day of May 2004.

A. STRYDOM

Chairman of the Council

C. RASEROKA

Vice-Chairperson

J. I. MBATHA

Secretary of the Council

ANNEXURE A**MONTHLY RETURN BY EMPLOYER****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

Please use the following address for all correspondence:

PO Box 26319

ARCADIA

0007

Telephone (012) 322-1692

Fax: (012) 320-7824

Name of contributor	Member number	Member key	Type of work	Union subs.	Salary	Council levy employee	Sundry expense levy	P/fund employer	P/fund employee	Total

Subtotals

SUMMARY OF SALON CHARGES:

Development Fund	R
Penalty levy	R
HCSIETB levy	R
EOHCB sundries	R
Salon charge	R
Employer's entrance fee	R
Employer's subscription	R
Salon total	R
Employee total	R
Total amount this month	R

This return MUST be submitted by no later than 15th day of the month for which the return is completed.

OUTSTANDING ACCOUNT DETAILS

120 days	90 days	60 days	30 days	Current	Total due

SPECIAL COMMENTS:

PAYSLIP

Employer

Employee

Wages for month/week ending 20.....

R c

Basic wage

Commission %

Sales commission

Sundry

GROSS TOTAL

Less Pension

TAXABLE TOTAL

— PAYE

— UIF

— Trade union fees

— Bargaining Council fees

— Absence days @

— Sundry

TOTAL DEDUCTIONS

NET SALARY

Received by

*Signature***ANNEXURE C****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE PRETORIA****CERTIFICATE OF SERVICE**

No.

Name of salon

Address of salon

Name of employee (in full)

Sex Age

Employed as

Wagesper week/month

Date started

Date left

Remarks

*Signature of employer**Signature of employee***NB:** A copy of this certificate is to be forwarded to the Secretary of the Council.

ANNEXURE D

A. CONTRACT OF EMPLOYMENT

I, Miss/Mrs/Mr

Owner of salon

agreed to the following conditions of employment with:

Surname.....

Full names.....

ID number:

[illegible]

Residential address:

.....

Tel. Home (.....) or (.....)

Occupation Salary R.....

Commencement date of serve: 20...../...../.....

Whereas the parties have agreed upon the following:

1. POSITION AND COMMENCEMENT

- 1.1 The employee shall be expected to perform all the services and/or duties associated with the said position. The employee undertakes to comply with all reasonable and lawful instructions of the salon that are consistent with the position.
- 1.2 The salon may include or exclude any task that may be necessary in the interests of the salon, at its discretion, in the spectrum of services and/or duties to be rendered by the employee on a temporary basis, subject to reasonable notice.
- 1.3 The employee warrants not only that he is capable and competent to perform the duties and/or service but also that he has the necessary skills and knowledge.

2. PROBATION PERIOD

- 2.1 The employee's appointment shall be conditional for a period of four weeks from the day of appointment. Dismissal after the first two weeks would put the burden of proof on the salon. During the probation period the employee's health, conduct, skills, knowledge and performance shall be evaluated by the salon.
- 2.2 The employee agrees that failure to comply with any of the salon's standards during or at the conclusion of the probation period shall be sufficient reason for the salon to terminate the employee's employment.

3. SALARY

- 3.1 The employee's basic monthly salary shall be R....., payable not later than 12:00 on the last working day of each month in arrears.
- 3.2 The employee's basic conditions of employment shall be annually reviewable at the discretion of the salon and shall be made subject to reasonable and acceptable performance by the employee.
- 3.3 Payment of the employee's monthly salary shall be made as arranged and shall be in cash or per uncrossed cheque.

4. BENEFITS

- 4.1 Any bonus payment declared by the salon from time to time shall be entirely at the discretion of the salon in accordance with the criteria and qualifications of such payment, which shall also be discretionary.
- 4.2 Eligible membership of any pension fund or provident fund provided by the Council/union shall be compulsory and subject to the rules of such funds.

5. CONDITIONS OF EMPLOYMENT

Hours of work

5.1 The employee's normal hours of work shall be as follows:

	Commence	End	Lunch break
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

5.2 On account of the nature of duties and or seniority of the position the employee accepts that hours of work must be flexible and additional hours must be worked when necessary.

5.3 The employee agrees to a minimum lunch break of one hour.

6. HEALTH

6.1 The employee's good health and fitness to perform service and/or duties shall be conditions of employment.

6.2 If necessary the employee may be required to undergo a medical examination at the salon's expense if or seems likely that ill health is adversely and/or properly execute the required duties for health reasons, the salon shall have the right to terminate the service of the employee.

7. SECURITY

7.1 The employee accepts the salon's security rules and regulations.

7.2 The employee formally declares that he has no criminal record in terms of Schedule 1 of the Criminal Procedures Act, 1997 (Act No. 51 of 1977).

8. CONFIDENTIALITY

8.1 The employee undertakes to keep confidential and not disclose any of the salon's trade secrets, confidential documentation, technical expertise and data, trade agreements, systems, chemical formulae, methods, software, processes, client lists, programmes, marketing, technological and/or financial information, and/or any other confidential information, other than to persons employed or authorised by the salon who are required to know such secrets or information for the purposes of their employment and/or association with the salon, both during the continuance of employment hereunder or thereafter.

8.2 The employee hereby undertakes that he will not during or after his employment or the termination of his agreement, either in his personal or representative capacity solicit or in any way whatsoever entice any clients away from the salon.

9. GENERAL CONDUCT

9.1 The employee shall use his best endeavour to conduct, improve, extend, develop, promote, protect and preserve the business, interest, reputation and goodwill of the salon and shall carry out his services and/or duties in proper, loyal and efficient manner.

9.2 The employee undertakes to abide by bona fide work practices in relation to the salon and/or its clients and/or business associates within the Trade.

9.3 Both parties agree to make use of their best endeavours to enhance, promote and maintain industrial peace and harmony at the salon's workplace.

10. RULES AND REGULATIONS

- 10.1 The employee has the obligation to devote the whole of his time, attention and ability to the business of the salon and in all respects observe the lawful directions and requirements of the salon. The employee shall not be directly or indirectly employed by any other business concern in the Hairdressing and Cosmetology Trade without the knowledge and written permission of the salon.
- 10.2 The employee is required to disclose and declare all immediate family, outside or other interest that is or may potentially be in conflict with the interest of the salon. The employee undertakes not to engage in activities that would detract from proper performance.
- 10.3 The employee undertakes to observe all the salon's procedures, rules and regulations. The salon may change any of its procedures, policies, rules and regulations at any time as it deems fit in the interest of the salon, subject to reasonable notice to the employee.

11. STATUS CHANGE

The employee shall notify the salon in writing within 14 days of any change of his status, inclusive of changes of his qualifications, marital status, number of dependants, address and/or telephone numbers.

12. NOTICES

- 12.1 Any notice in writing to be observed on the other party hereunder may hand delivered or sent by registered post to the following address:

For the employee's attention:

.....

For the salon's attention:

.....

- 12.2 The above addresses are accepted by both parties as being their respective *domicilium citandi at executandi* for all legal intents and purposes with regard to this agreement.

Both parties by signing acknowledge receipt of a copy of this Agreement and confirm that they have read it or have had the contents read to them, and that they have understood the contents thereof. Both parties undertake to hold themselves legally bound by this Agreement and undertake to make use of their best endeavours to observe the provisions contained therein.

Thus done and signed at Pretoria, on behalf of the salon and by the employee, this day of 20....., in the presence of the undersigned witnesses.

.....
On behalf of the salon

.....
Witness

.....
Employee's signature

.....
Witness

ANNEXURE E**ABSCONDING PROCEDURES**

- (1) On the third day of absence a telegram shall be sent to the home address of the employee stating the following:
You have been absent from work for the third day without any notice. Please notify
(name of salon) of your reasons for staying away or return to work within 24 hours.
NAME OF EMPLOYER
SALON NAME
- (2) On the fourth day of absence a second telegram shall be sent stating:
No reply to our previous telegram dated has been received. Please note that should
you not return to work or notify us of your reason for absence within 12 hours, your employment with
..... (name of salon) will be deemed to have been terminated.
NAME OF EMPLOYER
SALON NAME
- (3) On the fifth day of absence a final telegram shall be sent stating:
As no reply to telegrams dated and have been
received by (name of salon) your employment with this Salon has been terminated,
due to your absconding. Your last day worked was/...../.....
NAME OF EMPLOYER
SALON NAME

Telegrams must be in duplicate and a Post Office stamped copy must be kept on file. Should the full procedure not be followed the worker may return to work at any time. The only recourse an employer will have is a disciplinary warning for not notifying the Salon of reasons for being absent.

No. R. 1365

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL
(SEMI-NATIONAL): EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE
AGREEMENT**

The following printing correction to Government Notice No. R. 1282 appearing in Government Gazette No. 26916 of 29 October 2004, is hereby published for general information:

1. CLAUSE 16. LEAVE**Maternity leave**

Substitute the following for subclause 16.27:

"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 not 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."

No. R. 1366

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES OF THE PROVIDENT FUND
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE
WESTERN CAPE REGION**

The following correction to Government Notice No. R. 1177 appearing in Government Gazette No. 26878 of 15 October 2004, is hereby published for general information:

1. CLAUSE 1. SCOPE OF APPLICATION OF AGREEMENT

- 1.1 In subclause 1(3), substitute the expression "Government Notice No. R. 231 of 28 February 2003" for the expression "Government Notice No. R. 629 of 28 May 1999".

No. R. 1367

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION OF MAIN COLLECTIVE RE-ENACTING AND
AMENDING AGREEMENT FOR THE WESTERN CAPE REGION TO NON-
PARTIES**

The following correction to Government Notice No. R. 1185 appearing in Government Gazette No. 26878 of 15 October 2004, is hereby published for general information:

1. **6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES**

- 1.1 In subclause 4(11), substitute the expression "clause 6(1) of this Agreement" for the expression "clause 4(1) of this Agreement" where it appears on the sixth line.
- 1.2 In subclause 4(13), delete the word "is" between the expressions "each employee" and "employed at" to read "each employee employed at"

No. R. 1368

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-
ENACTING AND AMENDING AGREEMENT FOR THE FREE STATE AND
NORTHERN CAPE REGION**

The following printing corrections to Government Notice No. R. 1183 appearing in Government Gazette No. 26878 of 15 October 2004, are hereby published for general information:

1. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION

- 1.1 In clause 4(1)(A)(iv) of the wage schedule, amend the amount of "310,000" where it appears under the Second ½ year exp., to read "310,00".
- 1.2 in clause 4(1)(C)(i) of the wage schedule, amend the amount "347,000" where it appears under the Sixth ½ year exp., to read "347,00".

No. R. 1369

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE**

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-
ENACTING AND AMENDING AGREEMENT FOR THE NORTHERN REGION
(CLOTHING)**

The following printing corrections to Government Notice No. R. 1189 appearing in Government Gazette No. 26878 of 15 October 2004, are hereby published for general information:

1. 6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

- 1.1 Amend the wage rates against categories "F" and "G" on the first page of the wage schedule on page 121 to appear under the correct headings, as follows:

Cat	Qualified	9 th ½ Year Exp	8 th ½ Year Exp	7 th ½ Year Exp	6 th ½ Year Exp	5 th ½ Year Exp	4 th ½ Year Exp	3 rd ½ Year Exp	2 nd ½ Year Exp	1 st ½ Year Exp
F	581, 50	Q	Q	Q	Q	Q	521, 60	460, 30	399, 40	339, 10
G	406, 10	Q	Q	Q	Q	Q	388, 90	372, 20	355, 50	339, 10

2. 10. CLAUSE 9 OF THE FORMER AGREEMENT: HOURS OF WORK

- 2.1 In subclause 9(1)(e)(ii), substitute the expression "Millinery Sector establishment" for the expression "Millenery Sector establishment".
- 2.2 In subclause 9(5), substitute the expression "Millinery Sector establishments" for the expression "Millinery Sector establishment".
3. Substitute the following for the heading of clause 16:
- 3.1 **"16: OVERALLS AND EQUIPMENT"**

No. R. 1370

26 November 2004

LABOUR RELATIONS ACT, 1995**CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-
ENACTING AND AMENDING AGREEMENT FOR THE KWAZULU-NATAL
REGION**

The following correction to Government Notice No. R. 1171 appearing in Government Gazette No. 26878 of 15 October 2004, is hereby published for general information:

1. CLAUSE 3. SPECIAL PROVISIONS

- 1.1 Amend the expression "in clauses 4(5), 23B, 33 and 38(5)" to read " in clauses 4(5), 23B and 38(5)".

2. CLAUSE 4. GENERAL PROVISIONS

- 2.1 Amend the expression "in clauses 3 to 4(4), 4(6) to 23A, 24 to 32, 34 to 38(4) and 38(6) to 41" to read "in clauses 3 to 4(4), 4(6) to 23A, 24 to 38(4) and 38(6) to 41".

No. R. 1373

26 November 2004

LABOUR RELATIONS ACT, 1995

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

Government Notice No. R. 1282 published in *Government Gazette* No. 26916 (*Regulation Gazette* No. 8085) of 29 October 2004, is hereby corrected as follows:

In the English text on page 34 under the subheading "Maternity leave" which currently reads:

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.

BUT SHOULD HOWEVER READ:

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 is—

16.27.1 not 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.

No. R. 1352

26 November 2004

DEPARTMENT OF SOCIAL DEVELOPMENT

REGULATIONS REGARDING THE FEES PAYABLE BY SOCIAL WORKERS, STUDENT SOCIAL WORKERS AND SOCIAL AUXILIARY WORKERS

The Minister of Social Development has, in terms of section 28 of the Social Service Professions Act, 1978 (Act 110 of 1978), on the recommendation of the South African Council for Social Service Professions, made the regulations set out in the Schedule hereto.

SCHEDULE**Definition**

1. In these regulations "the Act" means the Social Service Professions Act, 1978 (Act 110 of 1978), and any expression to which a meaning has been assigned in the Act shall bear that meaning, unless the context otherwise indicates.

Fees payable to the Council

2. (a) The following fees shall be paid to the council by **social workers**:
- (i) Registration fee by applicants who obtained their qualifications at a training institution in the Republic R124,00
 - (ii) Additional levy in the case of paragraph (a)(i) for a registration which is requested to be finalised within three working days R 68,00
 - (iii) Registration fee by applicants who obtained their qualifications at a training institution in one of the following countries: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Israel, Italy, Japan, Netherlands, New Zealand, Singapore, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, United States of America R2262,00
 - (iv) Registration fee by applicants who obtained their qualifications at training institutions in all foreign countries excluding those mentioned in paragraph (a)(iii) R755,00
 - (v) Reregistration fee by a person whose registration has been cancelled in terms of section 22(1)(c) of the Act..... R124,00
 - (vi) Annual fee, subject to regulation 3..... R 279,00
 - (vii) Fee for the restoration of the name of a person whose name has been removed from the register in terms of section 20 of the Act..... R124,00
- (b) The following fees shall be paid to the council by **social workers registering a speciality in adoption work**:
- (i) Examination fee R528,00

- (ii) Registration fee R106,00
- (iii) Reregistration fee by a person whose registration of the speciality has been cancelled in terms of section 22(1) (c) of the Act..... R106,00
- (iv) Annual fee, subject to regulation 3..... R 131,00
- (v) Fee for the restoration of the speciality against the name of a social worker in the register R106,00
- (c) The following fees shall be paid to the council by **student social workers**:
 - (i) Registration fee R106,00
 - (ii) Reregistration fee by a person whose registration has been cancelled in terms of section 22(1)(c) of the Act R106,00
 - (iii) Fee for the restoration of the name of a person whose name has been removed from the register in terms of section 20 of the Act R106,00
- (d) The following fees shall be paid to the council by **social auxiliary workers**:
 - (i) Registration fee by applicants who obtained their qualifications in the Republic R 71,00
 - (ii) Additional levy in the case of paragraph (d)(i) for a registration which is requested to be finalised within three working days R 68,00
 - (iii) Registration fee by applicants who obtained their qualifications at a training institution in one of the following countries: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Israel, Italy, Japan, Netherlands, New Zealand, Singapore, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, United States of America R1126,00
 - (iv) Registration fee by applicants who obtained their qualifications in all foreign countries excluding those mentioned in paragraph (d)(ii)..... R377,00
 - (v) Reregistration fee by a person whose registration has been cancelled in terms of section 22(1)(c) of the Act R 71,00
 - (vi) Annual fee, subject to regulation 3..... R131,00
 - (vii) Fee for the restoration of the name of a person whose name has been removed from the register in terms of section 20 of the Act R 71,00
- (e) The following **miscellaneous** fees shall be paid to the council:
 - (i) Fee for a duplicate registration certificate..... R124,00
 - (ii) Fee for inspection of the register (per occasion) R124,00

- (iii) Fee for the issue of an extract from the register
(per page) R124,00
- (f) The annual fee referred to in paragraphs (a)(vi), (b)(iv) and (d)(vi) shall –
 - (i) subject to the provisions of subparagraphs (ii) and (iii) be paid on or before 1 January of every year;
 - (ii) in the case of a person who is registered for the first time as a social worker or a social auxiliary worker or a social worker registering a speciality in terms of the Act be calculated *pro rata* for the period extending from the first day of the month during which he or she is registered to the end of the financial year concerned, and be paid in full for the financial year concerned before such person's name is entered in the register;
 - (iii) in the case of a person who applies for registration in terms of section 22(4) of the Act or whose name is restored in terms of section 20(3) of the Act to a register referred to in section 19(1) of the Act, be calculated *pro rata* for the period extending from the first day of the month during which the person's name is restored to the register to the end of the financial year concerned and be payable before such person's name is restored to the register: Provided that, in the case of a person whose name has been removed from the register in terms of section 20(1)(d) of the Act and such person has proceeded to practise as a social worker, the annual fee be paid in full for the current financial year as well as an additional amount of R265 in the case of social workers and R131 in the case of social auxiliary workers before such person's name can be restored to the register concerned.
- (g) The fees referred to in these regulations include Value Added Tax.

Reservation

3. Notwithstanding the provisions of paragraphs (a)(vi), (b)(iv) and (d)(vi) of regulation 2 –

- (a) any person who in the course of any financial year attains the age of 65 years on or before 31 March of that financial year shall be exempted from the payment of annual fees for the following financial years;
- (b) any person who in the opinion of the council does not practise the profession of social work or social auxiliary work because of health reasons and who has applied in writing for exemption of payment of the annual fee shall, for the period and on the conditions determined by the council, be exempted from the payment of annual fees; and
- (c) any person who in the course of any financial year ceases to practise the profession of social work or social auxiliary work on or before 31 March of that financial year and who applies in writing to the council for exemption shall be exempted from the following financial year of the full payment of the annual fees and shall pay only an amount which is calculated to be 50 per cent of the annual fees: Provided that before re-entering the profession such a person shall inform the council in writing of such intention and shall pay the outstanding *pro rata* annual fees calculated from the first day of the month of re-entry to the profession, within

twenty one days after being notified of the amount payable, after which the said exemption shall fall away.

Repeal

4. The Regulations made under the Social Service Professions Act, 1978, published as Government Notice No. R. 922 in *Government Gazette* No. 25109 of 27 June 2003 are hereby repealed.

Commencement

5. These regulations shall come into effect on the date of publication of this notice.

No. R. 1352

26 November 2004

DEPARTEMENT VAN MAATSKAPLIKE ONTWIKKELING

REGULASIES BETREFFENDE DIE GELDE BETAALBAAR DEUR MAATSKAPLIKE WERKERS, STUDENT- MAATSKAPLIKE WERKERS EN MAATSKAPLIKE HULPWERKERS

Die Minister van Maatskaplike Ontwikkeling het kragtens artikel 28 van die Wet op Maatskaplike Diensberoepe, 1978 (Wet 110 van 1978), op aanbeveling van die Suid-Afrikaanse Raad vir Maatskaplike Diensberoepe, die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLA E**Woordoms krywing**

1. In hierdie regulasies beteken "die Wet" die Wet op Maatskaplike Diensberoepe, 1978 (Wet 110 van 1978), en het 'n uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis, tensy dit uit die samehang anders blyk.

Gelde betaalbaar aan die Raad

2. (a) Die volgende gelde moet deur **maatskaplike werkers** aan die raad betaal word:
- (i) Registrasiegeld deur applikante wat hulle kwalifikasies verwerf het aan 'n opleidingsinrigting in die Republiek R124,00
 - (ii) Bykomende heffing in geval van paragraaf (a)(i) vir 'n registrasie wat op versoek binne drie werksdae gefinaliseer moet wees R 68,00
 - (iii) Registrasiegeld deur applikante wat hulle kwalifikasies verwerf het in een van die volgende lande: Australië, België, Denemarke, Duitsland, Finland, Frankryk, Ierland, Israel, Italië, Japan, Kanada, Nederland, Nieu Zeeland, Oostenryk, Singapoer, Spanje, Swede, Switserland, Verenigde Arabiese Emirate, Verenigde Koninkryk, Verenigde State van Amerika R2262,00
 - (iv) Registrasiegeld deur applikante wat hulle kwalifikasies verwerf het aan opleidingsinrigtings in alle buitelandse lande behalwe daardie lande vermeld in paragraaf (a)(iii) R755,00
 - (v) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22(1)(c) van die Wet ingetrek is..... R124,00
 - (vi) Jaargeld behoudens regulasie 3..... R279,00
 - (vii) Gelde vir die terugplasing van die naam van 'n persoon wie se naam kragtens artikel 20 van die Wet uit die register geskrap is..... R124,00
- (b) Die volgende gelde moet aan die raad betaal word deur **maatskaplike werkers wat 'n spesialiteit in aannemingswerk registreer**:

- (i) Eksamengeld..... R528,00
 - (ii) Registrasiegeld R106,00
 - (iii) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22(1) (c) van die Wet ingetrek is..... R106,00
 - (iv) Jaargeld behoudens regulasie 3..... R131,00
 - (v) Gelde vir die terugplasing van die spesialiteit teenoor die naam van 'n maatskaplike werker in die register..... R106,00
- (c) Die volgende gelde moet deur **student- maatskaplike werkers** aan die raad betaal word:
- (i) Registrasiegeld R106,00
 - (ii) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22(1)(c) van die Wet ingetrek is..... R106,00
 - (iii) Gelde vir die terugplasing van die naam van 'n persoon wie se naam kragtens artikel 20 van die Wet uit die register geskrap is R106,00
- (d) Die volgende gelde moet deur **maatskaplike hulpwerkers** aan die raad betaal word:
- (i) Registrasiegeld deur applikante wat hulle kwalifikasies in die Republiek verwerf het R 71,00
 - (ii) Bykomende heffing in geval van paragraaf (d)(i) vir 'n registrasie wat op versoek binne drie werksdae gefinaliseer moet wees R 68,00
 - (iii) Registrasiegeld deur applikante wat hulle kwalifikasies verwerf het in een van die volgende lande: Australië, België, Denemarke, Duitsland, Finland, Frankryk, Ierland, Israel, Italië, Japan, Kanada, Nederland, Nieu Zeeland, Oostenryk, Singapoer, Spanje, Swede, Switserland, Verenigde Arabiese Emirate, Verenigde Koninkryk, Verenigde State van Amerika R1126,00
 - (iv) Registrasiegeld deur applikante wat hulle kwalifikasies verwerf het aan opleidingsinrigtings in alle buitelandse lande behalwe daardie lande vermeld in paragraaf (d)(ii) R377,00
 - (v) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22(1)(c) van die Wet ingetrek is..... R 71,00
 - (vi) Jaargeld, behoudens regulasie 3..... R131,00
 - (vii) Gelde vir die terugplasing van die naam van 'n persoon wie se naam kragtens artikel 20 van die Wet uit die register geskrap is R 71,00

- (e) Die volgende **diverse gelde** moet aan die raad betaal word:
- (i) Gelde vir 'n duplikaatregistrasiesertifikaat R124,00
 - (ii) Gelde vir insae in die register (per geleentheid) R124,00
 - (iii) Gelde vir die uitreiking van 'n uittreksel uit die register (per bladsy) R124,00
- (f) Die jaargeld bedoel in paragrawe (a)(vi), (b)(iv) en (d)(vi) moet –
- (i) behoudens die bepalings van subparagrawe (ii) en (iii) jaarliks voor of op 1 Januarie betaal word;
 - (ii) in die geval van 'n persoon wat hom of haar vir die eerste keer as 'n maatskaplike werker of 'n maatskaplike hulpwerker of 'n maatskaplike werker wat 'n spesialiteit kragtens die Wet laat registreer, *pro rata* bereken word vir die tydperk wat strek vanaf die eerste dag van die maand waartydens hy of sy geregistreer word tot die einde van die betrokke boekjaar, en wat ten volle vir die betrokke finansiële jaar betaal is alvorens sodanige persoon se naam in die betrokke register aangeteken word;
 - (iii) in die geval van 'n persoon wat om herregistrasie kragtens artikel 22(4) van die Wet aansoek doen of wie se naam kragtens artikel 20(3) van die Wet teruggeplaas word op 'n register in artikel 19(1) van die Wet bedoel, *pro rata* bereken word vir die tydperk wat strek vanaf die eerste dag van die maand waartydens die persoon se naam op die register teruggeplaas word tot die einde van die betrokke boekjaar, en is betaalbaar voor die naam van sodanige persoon op die betrokke register teruggeplaas word: Met dien verstande dat, in die geval van 'n persoon wie se naam kragtens artikel 20(1)(d) van die Wet uit die register geskrap is en sodanige persoon voortgegaan het om as maatskaplike werker of maatskaplike hulpwerker te praktiseer, die jaargeld ten volle vir die lopende boekjaar betaal word sowel as 'n bykomende bedrag van R265 in die geval van maatskaplike werkers en R131 in die geval van maatskaplike hulpwerkers voordat die naam van sodanige persoon op die betrokke register teruggeplaas word.
- (g) Die gelde in hierdie regulasies sluit Belasting op Toegevoegde Waarde in.

Voorbehoud

3. Ondanks die bepalings van paragrawe (a)(vi), (b)(iv) and (d)(vi) van regulasie 2 word –

(a) enige persoon wat in die loop van enige boekjaar voor of op 31 Maart van daardie boekjaar die ouderdom van 65 jaar bereik, vir die daaropvolgende boekjare vrygestel van die betaling van jaargeld;

(b) enige persoon wat volgens die oordeel van die raad om gesondheidsredes nie die beroep maatskaplike werk of maatskaplike hulpwerk beoefen nie en wat skriftelik aansoek gedoen het om vrystelling van die betaling van jaargeld, vir die

tydperk en op die voorwaardes soos deur die raad bepaal, vrygestel van die betaling van jaargeld; en

(c) enige persoon wat in die loop van enige boekjaar voor of op 31 Maart van daardie boekjaar ophou om die beroep maatskaplike werk of maatskaplike hulpwerk te beoefen en wat skriftelik by die raad aansoek om vrystelling gedoen het, vrygestel word vanaf die daaropvolgende boekjaar van die volle betaling van jaargeld en word slegs 'n bedrag wat bereken word as 50 persent van die jaargeld, betaal: Met dien verstande dat so 'n persoon voor enige hertoetrede tot die beroep, die raad skriftelik van sodanige voorneme kennis gee en die uitstaande *pro rata* jaargeld, bereken vanaf die eerste dag van die maand van hertoetrede tot die beroep, binne een en twintig dae vanaf kennisgewing van die bedrag betaalbaar, betaal, waarna genoemde vrystelling verval.

Herroeping

4. Die Regulasies uitgevaardig kragtens die Wet op Maatskaplike Diensberoepe, 1978, gepubliseer as Goewermentskennisgewing No. R. 922 in *Staatskoerant* No. 25109 van 27 Junie 2003 word hierby herroep.

Inwerkingtreding

5. Hierdie regulasies tree op die datum van publikasie van hierdie kennisgewing in werking.

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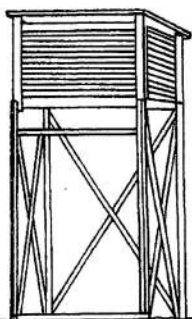
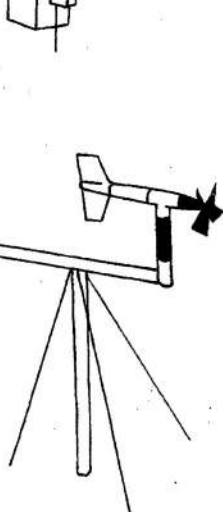
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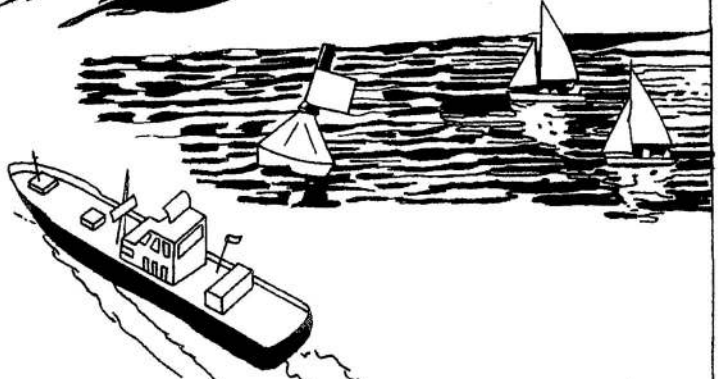
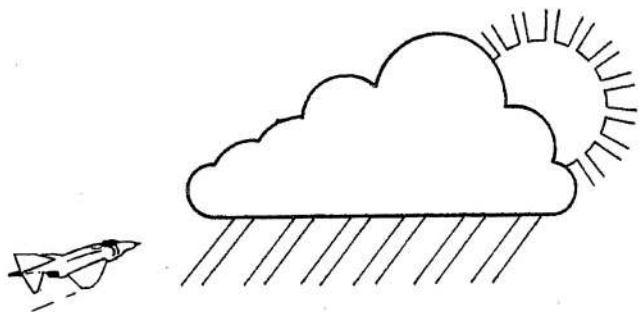
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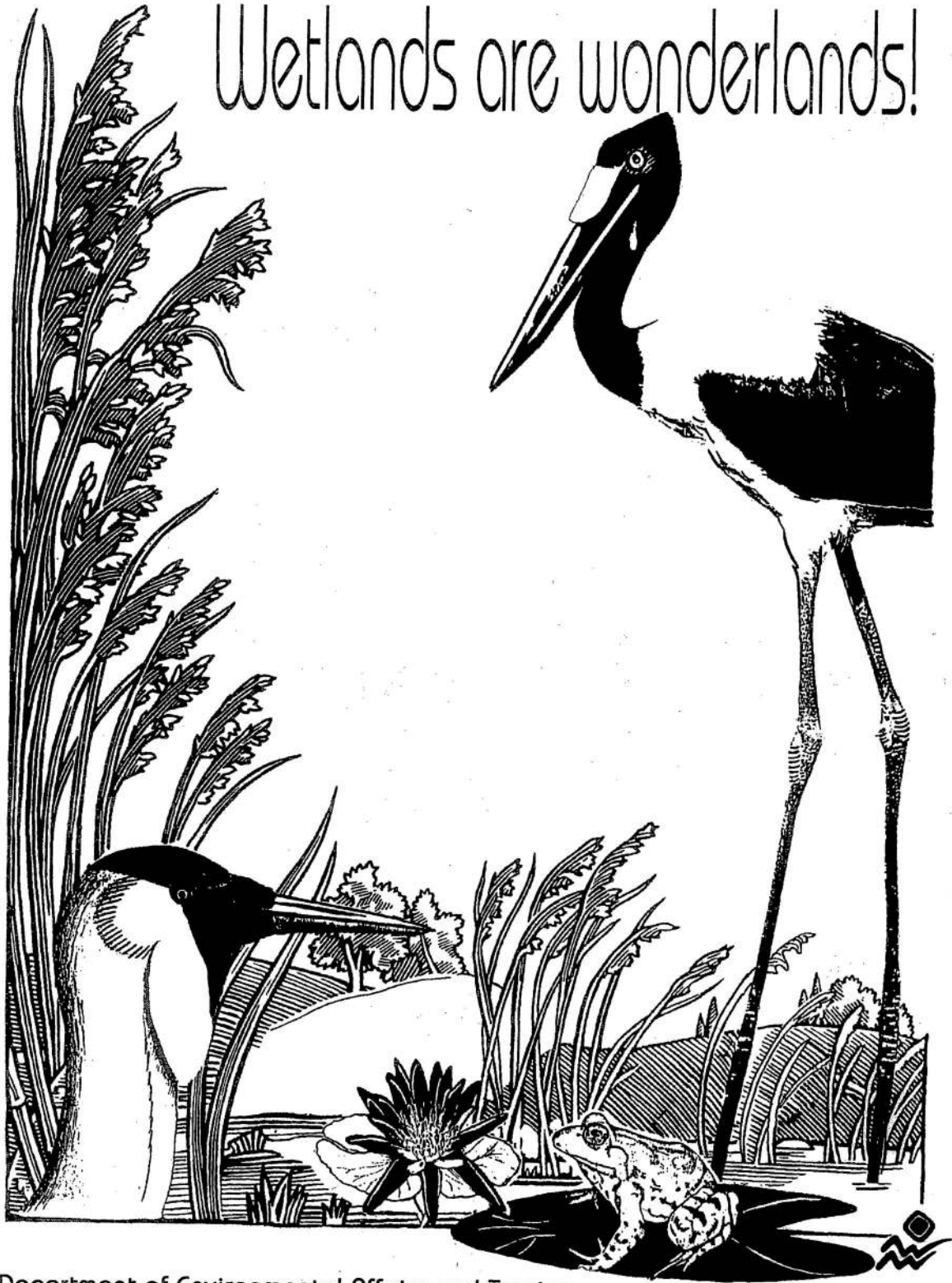
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