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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 2045

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/486)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 2045

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/486)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
10.01 "10.01	1001.10 1001.90	7 3	Deur pos No. 10.01 deur die volgende te vervang: Koring en mengkoring. Durumkoring Ander	kg kg	vry vry"	

Opmerking. — Die uitwerking van die wysiging is dat die skale van reg op koring en mengkoring van onderskeidelik 0,55c/kg en 0,7c/kg na vry verlaag word.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
10.01 "10.01	1001.10 1001.90	7 3	By the substitution for heading No. 10.01 of the following: Wheat and meslin. Durum wheat Other	kg kg	free free"	

Note. — The effect of the amendment is that the rates of duty on wheat and meslin are reduced from 0,55c/kg and 0,7c/kg respectively to free.

No. R. 2046**24 Julie 1992**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 4 (No. 4/112)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 4 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2046**24 July 1992**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 4 (No. 4/112)

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
411.00				Deur tariefpos No. 10.01 te skrap.		

Opmerking.—Die voorsiening vir 'n korting op reg op koring word ingetrek aangesien die skaal van reg daarop na vry verlaag word in Bylae No. 1.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
411.00				By the deletion of tariff heading No. 10.01		

Note.—The provision for a rebate of the duty on wheat is withdrawn as the rate of duty thereon is reduced to free in Schedule No. 1.

No. R. 2047**24 Julie 1992**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/487)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2047**24 July 1992**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/487)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annota- sies
41.04	„20	9	Deur subpos No. 4104.10.10 deur die volgende te vervang: Minder as 2,15 m ² (uitgesonderd vleiskantsplitse)	m ²	vry	

Opmerking.—Die uitwerking van hierdie wysiging is dat die skaal van reg op vleiskantsplitse van heel beesrasvelleer, met 'n eenheidsopper-vlakte van 2,15 m² of meer maar hoogstens 2,6 m², van vry tot 20 % verhoog word.

SCHEDULE

Heading	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
41.04	„20	9	By the substitution for subheading No. 4104.10.10 of the following: Less than 2,15 m ² (excluding flesh splits)	m ²	free	

Note.—The effect of this amendment is that the rate of duty on flesh splits of whole bovine skin leather, of a unit surface area of 2,15 m² or more but not exceeding 2,6 m², is increased from free to 20 %.

No. R. 2048

24 Julie 1992

DOEANE- EN AKYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/488)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Mei 1992, in die mate in die Bylae hiervan aangetoon.

J.A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2048

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/488)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended, with retrospective effect to 1 May 1992, to the extent set out in the Schedule hereto.

J.A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
62.11			Deur subpos No. 6211.41.10 deur die volgende te vervang: Sari's	getal	25%"	
	"10	1				
			Deur subpos No. 6211.42.10 deur die volgende te vervang: Sari's	getal	25%"	
	"10	8				
			Deur subpos No. 6211.43.10 deur die volgende te vervang: Sari's	getal	25%"	
	"10	4				
			Deur subpos No. 6211.49.10 deur die volgende te vervang: Sari's	getal	25%"	
	"10	2				

Opmerking. — Die skaal van reg op Sari's van weefstowwe word van 50% na 25% verlaag, met terugwerkende krag tot 1 Mei 1992.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
62.11			By the substitution for subheading No. 6211.41.10 of the following: Saris	no.	25%"	
	"10	1				
			By the substitution for subheading No. 6211.42.10 of the following: Saris	no.	25%"	
	"10	8				
			By the substitution for subheading No. 6211.43.10 of the following: Saris	no.	25%"	
	"10	4				
			By the substitution for subheading No. 6211.49.10 of the following: Saris	no.	25%"	
	"10	2				

Note. — The rate of duty on Saris of woven fabrics is reduced from 50% to 25%, with retrospective effect to 1 May 1992.

No. R. 2049

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/2/66)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 19 April 1991, in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2049

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/2/66)

Under section 48 of the Customs and Excise Act, 1964, Part 2B of Schedule No. 1 to the said Act is hereby amended, with retrospective effect to 19 April 1991, to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Item	II Pos	III Subpos	IV Artikelbeskrywing	V Skaal van reg		Annota- sies
				Aksyns	Doeane	
124.55		"8521.10	Deur subpos No. 8521.10 deur die volgende te vervang: Magnetiese bandtipe (uitgesonderd dié vir gebruik met magnetiese band met 'n wydte van meer as 25 mm en videobandduplikators, kassetipe, wat nie 'n videoweergeetoestel inkorporeer nie)	37,5%	37,5%"	

Opmerking. — Die uitwerking van die wysiging is dat videobandduplikators, kassetipe, wat nie 'n videoweergeetoestel inkorporeer nie, nie aan die betaling van *ad valorem* doeane- en aksynsreg onderhewig is nie. Die wysiging het terugwerkende krag tot 19 April 1991.

SCHEDULE

I Item	II Head- ing	III Subhead- ing	IV Article Description	V Rate of duty		Annota- tions
				Excise	Customs	
124.55		"8521.10	By the substitution for subheading No. 8521.10 of the following: Magnetic tape-type (excluding those for use with magnetic tape of a width exceeding 25 mm and video tape duplicators, cassette type, not incorporating a video reproducing device)	37,5%	37,5%"	

Note. — The effect of the amendment is that video tape duplicators, cassette type, not incorporating a video reproducing device, are not liable to *ad valorem* customs and excise duties. The amendment has retrospective effect to 19 April 1991.

No. R. 2050

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/181)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964—

1. word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aange-
toon; en
2. word hierdie wysiging, vir sover dit betrekking het op kortingskode 01.06 by tariefpos No. 1519.19, geag op 10 April 1992 in werking getree het.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2050

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 3 (No. 3/181)

Under section 75 of the Customs and Excise Act, 1964—

1. Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to rebate code 01.06 to tariff heading No. 1519.19, shall be deemed to have come into operation on 10 April 1992.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
303.01	"1519.19	01.06	69	Deur tariefpos No. 1519.20 deur die volgende te ver- vang: Suurolies deur raffinering verkry, vir die vervaardiging van industriële monokarboksielevetsure	Volle reg	
		02.06	63	Palmvetsuurdistillaat, vir die vervaardiging van stea- rien en ander vetsure.	Volle reg"	

Opmerkings. — 1. Die voorsiening by kortingitem 303.01/1519.20/01.06 word gewysig na 303.01/1519.19/01.06 as gevolg van 'n wysiging van die Nomenklatuur, uitgereik deur die Doeanesamewerkingsraad, Brussel wat op 10 April 1992 in werking getree het. Die wysiging het terugwerkende krag tot 10 April 1992.

2. Voorsiening word gemaak vir 'n volle korting op reg op palmvetsuurdistillaat vir die vervaardiging van stearien en ander vetsure.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
303.01	"1519.19	01.06 02.06	69 63	By the substitution for tariff heading No. 1519.20 of the following: Acid oils obtained from refining, for the manufacture of industrial monocarboxylic fatty acids Palm fatty acid distillate, for the manufacture of stearines and other fatty acids	Full duty Full duty"	

Notes. — 1. The provision under rebate item 303.01/1519.20/01.06 is amended to 303.01/1519.19/01.06 as a result of an amendment to the nomenclature issued by the Customs Co-operation Council, Brussels which came into effect on 10 April 1992. The amendment has retrospective effect to 10 April 1992.

2. Provision is made for a full rebate of the duty on palm fatty acid distillate for the manufacture of stearines and other fatty acids.

No. R. 2051

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/182)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2051

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 3 (No. 3/182)

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
304.01		"03.06 04.06	63 68	Deur kortingkode 01.06 by tariefpos No. 0202.30 te skrap. Deur na kortingkode 02.06 by tariefpos No. 0202.30 die volgende in te voeg: Vleis van beesrasdiere, bevrore, ontbeen, vir die vervaardiging van gekookte wors en dergelike produkte Vleis van beesrasdiere, bevrore, ontbeen, in die hoeveelhede en op die tye en onderhewig aan die voorwaardes wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad op Tariewe en Handel, by bepaalde permit toelaat, vir die vervaardiging van bereide of gepreserveerde vleis in lugdigte metaalhouers	Volle reg min 350c/kg Volle reg"	

Opmerkings. — Die uitwerking van hierdie wysiging is dat —

- die voorsiening vir 'n korting van die volle reg min die hoogste van 20% of 440c/kg min 80% op vleis van beesrasdiere, bevrore, ontbeen, vir die vervaardiging van bereide of gepreserveerde vleis, ingetrek word;
- voorsiening gemaak word vir 'n volle korting op reg min 350c/kg op vleis van beesrasdiere, bevrore, ontbeen, vir die vervaardiging van gekookte wors en dergelike produkte; en
- voorsiening gemaak word vir 'n volle korting op reg op vleis van beesrasdiere, bevrore, ontbeen, in die hoeveelhede, en op die tye en onderhewig aan die voorwaardes wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad op Tariewe en Handel, by bepaalde permit toelaat, vir die vervaardiging van bereide of gepreserveerde vleis in lugdigte metaalhouers.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
304.01		"03.06 04.06	63 68	By the deletion of rebate code 01.06 to tariff heading No. 0202.30. By the insertion after rebate code 02.06 to tariff heading No. 0202.30 of the following: Meat of bovine animals, frozen, boneless, for the manufacture of cooked sausages and similar products Meat of bovine animals, frozen, boneless, in such quantities and at such times and subject to such conditions as the Director-General: Trade and Industry, on the recommendation of the Board on Tariffs and Trade, may allow by specific permit, for the manufacture of prepared or preserved meat in airtight metal containers	Full duty less 350c/kg Full duty"	

Notes. — The effect of this amendment is that—

- the provision for a rebate of the full duty less the greater of 20% or 440c/kg less 80% on meat of bovine animals, frozen, boneless, for the manufacture of prepared or preserved meat, is withdrawn;
- provision is made for a rebate of the full duty less 350c/kg on meat of bovine animals, frozen, boneless, for the manufacture of cooked sausages and similar products; and
- provision is made for a rebate of the full duty on meat of bovine animals, frozen, boneless, in such quantities and at such times and subject to such conditions as the Director-General: Trade and Industry, on the recommendation of the Board on Tariffs and Trade, may allow by specific permit, for the manufacture of prepared or preserved meat in airtight metal containers.

No. R. 2052

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 6 (No. 6/54)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 6 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 2052

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 6 (No. 6/54)

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Korting- item	II Tarief- item	III Kode	T. S.	IV Beskrywing	V Mate van Korting	VI Mate van Terug- betaling	Annota- sies
610.08				Deur kortingitem 610.08 deur die volgende te vervang:			
"610.08	000.00	01.00	03	Radio-, televisie- en aanvullende apparate, -toebehore en -materiale, vir gebruik deur 'n liggaam of persoon wat gelisensieer is om 'n openbare radio- of televisiediens te bestuur, wat voor of op 19 Desember 1993 vir binnelandse verbruik geklaar is, onderworpe aan die regulasies wat op kortingitem 405.02 van Bylae No. 4 van toepassing is	Volle reg"		

Opmerking. — Die voorsiening vir 'n korting op reg op radio-, televisie- en aanvullende apparate, -toebehore en -materiale, vir gebruik deur 'n liggaam of persoon wat gelisensieer is om 'n openbare radio- of televisiediens te bestuur, wat voor of op 19 Desember 1993 vir binnelandse verbruik geklaar is, onderworpe aan die regulasies wat op kortingitem 405.02 van Bylae No. 4 van toepassing is, sal op 19 Desember 1993 onttrek word.

SCHEDULE

I Rebate Item	II Tariff Item	III Code	C. D.	IV Description	V Extent of Rebate	VI Extent of Refund	Annota- tions
610.08				By the substitution for rebate item 610.08 of the following:			
"610.08	000.00	01.00	03	Radio, television and ancillary apparatus, equipment and materials, for use by a body or person licensed to conduct a public radio or television service, entered for home consumption on or before 19 December 1993, subject to the regulations which apply to rebate item 405.02 of Schedule No. 4	Full duty"		

Note. — The provision for a rebate of duty on radio, television and ancillary apparatus, equipment and materials, for use by a body or person licensed to conduct a public radio or television service, entered for home consumption on or before 19 December 1993, subject to the regulations which apply to rebate item 405.02 of Schedule No. 4, will be withdrawn on 19 December 1993.

No. R. 2055

24 Julie 1992

DOEANE- EN AKSYNSWET, 1964

OPLEGGING VAN VOORLOPIGE BETALING (VB/1)

Kragtens artikel 57A van die Doeane- en Aksynswet, 1964, word 'n voorlopige betaling met betrekking tot anti-dumpingreg vir 'n tydperk van vier maande vanaf die datum van publikasie van hierdie kennisgewing opgelê, in die mate en op die goedere in die Bylae hiervan aangetoon.

No. R. 2055

24 July 1992

CUSTOMS AND EXCISE ACT, 1964

IMPOSITION OF PROVISIONAL PAYMENT (VB/1)

Under section 57A of the Customs and Excise Act, 1964, a provisional payment in relation to anti-dumping duty is imposed for a period of four months from the date of publication of this notice, to the extent and on the goods set out in the Schedule hereto.

Die voorlopige betaling is ook van toepassing op enige sodanige goedere wat kragtens enige item in Bylaes Nos. 3 en 4 van genoemde Wet geklaar word.

D. J. COLESKY,

Kommissaris van Doeane en Aksyns.

The provisional payment shall also apply to any such goods entered under any item of Schedules Nos. 3 and 4 to the said Act.

D. J. COLESKY,

Commissioner for Customs and Excise.

BYLAE

Subpos	Beskrywing van Goedere	Voorlopige Betaling	Ingevoer vanaf of Afkomstig van
8201.30.20	Skoffelpikke met 'n werkdeel met 'n wydte van hoogstens 320 mm	48%	Die Volksrepubliek van Sjina

Opmerking. — 'n Voorlopige betaling met betrekking tot anti-dumpingreg word opgelê op skoffelpikke met 'n werkdeel met 'n wydte van hoogstens 320 mm, ingevoer vanaf of afkomstig van die Volksrepubliek van Sjina.

SCHEDULE

Subheading	Description of Goods	Provisional Payment	Imported from or Originating in
8201.30.20	Hoes with a working edge of a width not exceeding 320 mm	48%	People's Republic of China

Note. — A provisional payment in relation to anti-dumping duty is imposed on hoes with a working edge of a width not exceeding 320 mm, imported from or originating in the People's Republic of China.

DEPARTEMENT VAN MANNEKRAG

No. R. 2113

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-
KENNISGEWING

HAARKAPPERSBEDRYF, NATAL

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermementskennisgewing R. 1799 van 26 Junie 1992 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

DEPARTMENT OF MANPOWER

No. R. 2113

24 July 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT
NOTICE

HAIRDRESSING TRADE, NATAL

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 1799 of 26 June 1992 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 2114

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, NATAL:
NUWE OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1993 eindig, bindend is vir die werkgewersorganisasie en vir die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

No. R. 2114

24 July 1992

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, NATAL:
NEW AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1993, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonder dié vervat in klousules 1.1.2, 2, 11.4.4, 18, 22, 23, 29, 30.5.1 (a), 31 en 32 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF NATAL

OOREENKOMS

ooreenkomstig die bepalings van die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet nagekom word deur die werkgewers en werknemers in die Haarkappersbedryf (Natal) —

1.2 wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en

1.3 wat betrokke is by of in diens is in die landdrosdistrikte Durban en Inanda, maar uitgesonderd enige gedeeltes van die gebied wat binne die selfregerende gebied KwaZulu val.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, bepaal en bly van krag tot 30 September 1992 of vir 'n tydperk wat die Minister vasstel.

3. WOORDOMSKRYWING

3.1 Enige terme wat in hierdie Ooreenkoms gebruik word wat in die Wet omskryf is, het dieselfde betekenis as in die Wet. Enige verwysing na 'n wet sluit enige wysigings van sodanige wet in en, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag behels ook die vroulike en onsydige geslag in, en sluit woorde wat die enkelvoud behels ook die meervoud in, en omgekeerd, en voorts, tensy strydig met die sinsverband, beteken —

3.1.1 "Wet" die Wet op Arbeidsverhoudinge (Wet No. 28 van 1956), en enige wetlike verandering of vervanging daarvan, en sluit dit enige regulasies wat daar kragtens gemaak is, in;

3.1.2 "agent" 'n agent in klousule 22 bedoel;

3.1.3 "hierdie Ooreenkoms" ook enige wysiging aan hierdie Ooreenkoms;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1.1.2, 2, 11.4.4, 18, 22, 23, 29, 30.5.1 (a), 31 and 32 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE NATAL

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

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

being the parties to the Industrial Council for the Hairdressing Trade, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed by employers and employees in the Hairdressing Trade (Natal) —

1.2 who are members of the employers' organisation and the trade union, respectively; and

1.3 who are engaged or employed in the Magisterial Districts of Durban and Inanda, but excluding any portions of that area falling within the self-governing territory of KwaZulu.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 September 1992 or for such period as the Minister may determine.

3. DEFINITIONS

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

3.1.1 "Act" means the Labour Relations Act (Act No. 28 of 1956), and any statutory modification or replacement thereof, and includes any regulation made thereunder;

3.1.2 "agent" means an agent referred to in clause 22;

3.1.3 "this Agreement" includes any amendment to this Agreement;

3.1.4 **"vakleerling"** 'n werknemer wat kragtens 'n skriftelike vakleerlingkontrak dien, wat geregistreer is volgens die WMO en/of die ITB, en sluit dit enige minderjarige in wat kragtens artikel 16 daarvan in diens is;

3.1.5 **"swart haarkappery"** die verskaffing van toilet dienste aan enige persoon wat super krullerige hare het, insluitende enige wesenlik soortgelyke hare (sien klousule 3.1.29);

3.1.6 **"swart salon"** 'n bedryfsinrigting waarin toilet dienste uitsluitlik vir swart haarkappery aangebied en/of verskaf word;

3.1.7 **"los werknemer"** 'n gekwalifiseerde haarkapper wat by dieselfde werkgewer vir nie meer as twee dae in 'n week in diens is nie (sien klousules 9.8 en 9.9);

3.1.8 **"bevoegdheidsertifikaat in swart haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (b) hiervan uitgereik is;

3.1.9 **"bevoegdheidsertifikaat in algemene haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (c) hiervan uitgereik is;

3.1.10 **"kommissie"** enige bedrag aan 'n werknemer verskuldig ingevolge 'n ooreenkoms tussen 'n werkgewer en sy werknemer kragtens klousule 10;

3.1.11 **"Raad"** die Nywerheidsraad vir die Haarkappersbedryf (Natal), geregistreer ooreenkomstig artikel 19 gelees met artikel 2 van die Wet;

3.1.12 **"bedryfsinrigting"** enige perseel waarin toilet dienste verskaf word of verskaf sal word;

3.1.13 **"ondervinding"**—

(a) met betrekking tot 'n leerlinghaarkapper, die totale tyd of tye van ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word, en ook die totale dienstryd of dienstrye wat 'n werknemer in die Haarkappersbedryf gehad het;

(b) met betrekking tot 'n skoonheidskundige en/of manikuris, ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word;

3.1.14 **"algemene assistent"** 'n werknemer in diens vir die skoonmaak en/of vee van persele, die dra van boodskappe, die verskaffing van verversings aan personeel en klante van 'n bedryfsinrigting, die was van skottelgoed en die was van werktuie en/of toiletbenodigdhede en/of beskermende kleding of handdoeke;

3.1.15 **"algemene haarkappery"** die verskaffing van toilet dienste of enige gedeelte daarvan aan enige persoon wat tersiêre hare (d.w.s. kopvelhare) het wat nie super krullerig is nie, en ook enige soortgelyke hare;

3.1.16 **"algemene salon"** 'n bedryfsinrigting waarin toilet dienste in algemene haarkappery aangebied en/of verskaf word;

3.1.17 **"haarkapper"** enige persoon wat nie 'n vakleerling en/of leerlinghaarkapper en/of minderjarige en/of manikuris en/of skoonheidskundige en/of sjampoeis is nie, wat vir verwerwing van wins vir eie rekening of in vennootskap, hom op enige wyse voordoen as 'n persoon wat, of direk of indirek adverteer dat hy, enige een of meer van die handelinge omskryf as toilet dienste uitvoer of aanbied om uit te voer, en sluit dit enige persoon in wat by 'n haarkapper in diens is en namens hom enige een of meer van die handelinge omskryf as toilet dienste, uitvoer;

3.1.18 **"haarkapper (gekwalifiseerd)"** 'n persoon wat—

(a) volgens 'n vakleerlingkontrak kragtens die WMO en/of die ITB gedien het en dit uitgedien het; of

(b) 'n bevoegdheidsertifikaat in die Haarkappersbedryf het wat deur die Sentrale Organisasie vir Vaktoetsing uitgereik is; of

3.1.4 **"apprentice"** means an employee serving under a written contract of apprenticeship, registered under the MTA and/or the ITB, and includes any minor employed under section 16 thereof;

3.1.5 **"black hairdressing"** means the provision of toilet services to any person who has super curly hair, including any hair of a substantially similar kind (see clause 3.1.29);

3.1.6 **"black salon"** means an establishment in which toilet services are offered and/or provided exclusively for black hairdressing;

3.1.7 **"casual employee"** means a certificated hairdresser who is employed by the same employer for not more than two days in any one week (see clause 9.8 and 9.9);

3.1.8 **"certificate of competency in black hairdressing"** means a certificate of competency issued by the Council under clause 8.6.1 (b) hereof;

3.1.9 **"certificate of competency in general hairdressing"** means a certificate of competency issued by the Council under clause 8.6.1 (c) hereof;

3.1.10 **"commission"** means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 10;

3.1.11 **"Council"** means the Industrial Council for the Hairdressing Trade (Natal), registered in terms of section 19 read with section 2 of the Act;

3.1.12 **"establishment"** means any premises in which toilet services are or are to be rendered;

3.1.13 **"experience"** means—

(a) in relation to a trainee hairdresser, the total period or periods of experience in an establishment or a training centre recognised by the Council, and includes the total period or periods of employment an employee has had in the Hairdressing Trade;

(b) in relation to a beauty culturist and/or manicurist, means experience in an establishment or a training centre recognised by the Council;

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

3.1.15 **"general hairdressing"** means the provision of toilet services or any part thereof to any person who has tertiary hair (i.e. scalp hair) which is not super curly and includes any hair of a substantially similar kind;

3.1.16 **"general salon"** means an establishment in which toilet services are offered and/or provided in general hairdressing;

3.1.17 **"hairdresser"** means any person, other than an apprentice and/or trainee hairdresser and/or minor and/or manicurist and/or beauty culturist and/or shampooist who, for the acquisition of gain on his own account or in partnership, in any manner holds himself out as a person who, or directly or indirectly advertises that he, performs or offers to perform any one or more of the operations defined as toilet services, and includes any person who is employed by a hairdresser and performs on his behalf any one or more of the operations defined as toilet services;

3.1.18 **"hairdresser (qualified)"** means a person who—

(a) has served under and completed a contract of apprenticeship in terms of the MTA and/or the ITB; or

(b) holds a certificate of proficiency in the Hairdressing Trade issued by the Central Organisation for Trade Testing; or

(c) 'n bevoegdheidsertifikaat het wat uitgereik is kragtens die Wet op Ambagsmanopleiding, 1981; of

(d) enige kwalifikasie het wat die Raad in die algemeen of in enige spesifieke geval erken as 'n bevoegdheidsertifikaat nie laer in standaard as enige kwalifikasie bedoel in klousule 8.6.1 (c), ongeag of dit in die Republiek van Suid-Afrika verkry is of nie; of

(e) 'n Meestersertifikaat het van die werkgewers-organisasie of van enige afdeling daarvan; of

(f) 'n bevoegdheidsertifikaat in ope haarkappery het;

3.1.19 **"haarkappersbedryf"** die skoonheidskundige bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om toilet dienste in enige bedryfsinrigting te lewer, en "Bedryf" het in soortgelyke betekenis;

3.1.20 **"sertifikaat"**, met betrekking tot 'n haarkapper, enige sertifikaat in klousule 7 van hierdie Ooreenkoms bedoel;

3.1.21 **"ITB"** die Haarkappers en Skoonheidskundige Bedryf Opleidingsraad, soos gepubliseer in Goewermentskennisgewing R. 2581 van 9 November 1990;

3.1.22 **"manikuris en/of skoonheidskundige"** 'n werknemer betrokke in manikuur en/of massering of stimulasie of ander behandeling van die gesig, kopvel en liggaam;

3.1.23 **"WMO"** die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), en sluit dit die vorige Wet op Vakleerlinge, 1944, in;

3.1.24 **"minderjarige"** 'n minderjarige in diens in die Haarkappersbedryf, benoem kragtens die WMO tydens die gebruikelike proeftyd waartydens hy so in diens mag wees sonder 'n vakleerlingkontrak;

3.1.25 **"nie-werkende werkgewer"** enige werkgewer wat die eienaar van 'n bedryfsinrigting is, as sodanige eienaar 'n maatskappy of 'n beslote korporasie of 'n natuurlike persoon is wat kragtens hierdie Ooreenkoms nie geregtig is op 'n sertifikaat om toilet dienste persoonlik uit te voer nie;

3.1.26 **"bevoegdheidsertifikaat in ope haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (a) hiervan uitgereik is;

3.1.27 **"ope salon"** 'n bedryf waarin toilet dienste in swart haarkappery en algemene haarkappery aangebied en/of verskaf word of verskaf sal word, en "ope haarkappery" beteken swart en algemene haarkappery;

3.1.28 **"Ordonnansie"** 'n ordonnansie van enige provinsie in die Republiek van Suid-Afrika wat van plaaslike toepassing is op enige bedryfsinrigting, en dit sluit in enige statutêre wysigings of vervangings daarvan en enige regulasies wat daarkragtens gemaak is;

3.1.29 **"super krullerige hare"** die tipe hare wat in deursnee baie plat is en wat gespesialiseerde behandeling en chemiese produkte benodig vir geskikte en professionele versorging;

3.1.30 **"deeltydse werknemer"** 'n werknemer wat volgens 'n vrystellingslisensie kragtens klousule 20 in diens is, wie se dienskontrak voorsiening maak vir diens vir 'n ononderbroke tydperk van drie of meer dae maar nie meer as altesaam 22 uur in enige week nie;

3.1.31 **"toelaatbare bedryfsure"** die ure waartydens besigheid in 'n bedryfsinrigting in enige gebied toegelaat word op grond van die bepalings van enige ordonnansie;

(c) holds a certificate of proficiency issued under the Manpower Training Act, 1981; or

(d) holds any qualification which the Council may generally, or in any specific case, recognise as a certificate of competency not lower in standard than any qualification referred to in clause 8.6.1 (c), whether or not obtained in the Republic of South Africa; or

(e) holds a Master's certificate of the employers' organisation or any division thereof; or

(f) holds a certificate of competency in open hairdressing;

3.1.19 **"hairdressing trade"** means the cosmetology trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment, and "Trade" has a like meaning;

3.1.20 **"certificate"**, in relation to a hairdresser, means any certificate referred to in clause 7 of this Agreement;

3.1.21 **"ITB"** means the Hairdressing and Cosmetology Trades Training Board as published in Government Notice R. 2581 of 9 November 1990;

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

3.1.23 **"MTA"** means the Manpower Training Act, 1981 (Act No. 56 of 1981), and includes the former Apprenticeship Act, 1944;

3.1.24 **"minor"** means a minor employed in the Hairdressing Trade and designated in terms of the MTA during the usual probationary period, during which he may be so employed without a contract of apprenticeship;

3.1.25 **"non-working employer"** means any employer who is the owner or proprietor of an establishment, if such owner or proprietor is a company or close corporation or a natural person not entitled in terms of this Agreement to a certificate personally to perform toilet services;

3.1.26 **"certificate of competency in open hairdressing"** means a certificate of competency issued by the Council under clause 8.6.1 (a) hereof;

3.1.27 **"open salon"** means an establishment in which toilet services are or are to be offered and/or provided in both black hairdressing and general hairdressing, and "open hairdressing" shall mean both black and general hairdressing;

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

3.1.29 **"super curly hair"** means that type of hair found in cross-section to be very flat and requiring specialised forms of treatment and chemical products for its proper and professional care;

3.1.30 **"part-time employee"** means an employee employed under a licence of exemption in terms of clause 20, whose contract of employment provides for his being employed for a continuous period of three days or more but for not more than 22 hours in the aggregate in any one week;

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

3.1.32 **"premie"**, sonder om op enige wyse die gebruikelike betekenis van die term te beperk, enige vergoeding van watter aard ook al wat as beloning vir die opleiding van enige persoon in toilet dienste gegee word;

3.1.33 **"ontvangsdame en/of telefoniste"** 'n werknemer aangestel vir die doel om klante te ontvang of afsprake telefonies of andersins te maak en/of om die boeke en rekords by te hou of enige ander vorm van klerklike werk te behartig, bo en behalwe die hantering van kontant en toonbankverkope;

3.1.34 **"registrasiebewys"** die registrasiebewys in klousule 5.11 van hierdie Ooreenkoms bedoel;

3.1.35 **"sekretaris"** die Sekretaris van die Raad;

3.1.36 **"sjampoeis"** 'n werknemer van 21 jaar of ouer, uitsluitend betrokke by een of meer van die volgende handeling, naamlik drapering; borsel van hare; hare was; droog; verwydering van sluiers, kopspele, krulpenne, knippies en enige ander kartelhulpmiddels; klante voorberei vir sonstreping of versiering; aanwending van opknappers, spoelmiddels of kleursjampoe; klante onder droërs plaas en uithaal; kopvelbehandelings gee deur die aanwending van enige haarkappers-behandeling; die aanwending van vaste golfmiddels; neutralisering en spoel van vaste golwings en ontspanners; sonstreping deurtrek en bleikmiddels aanwend oor 'n sonstrepingskappie; tinting en aanwending van kleur (permanent en semipermanent) en aanwending van kleurskakerings, maar uitgesonderd sny, vaste golwing, set en blasstilering;

3.1.37 **"toiletbenodigdhede"** enige uitrusting en/of produk wat in toilet dienste gebruik word of gebruik mag word;

3.1.38 **"toilet dienste"** enige enkele en/of kombinasie van praktyke wat algemeen en gewoonlik beoefen word deur, en bekend staan as, die professie van skoonheidskundiges of kosmetiste of haarkappers, en sluit in, maar word andersins nie beperk nie deur, die volgende praktyke of enige een of 'n kombinasie daarvan:

Opmaak, kap, krul, karteel, reiniging, sny, skeer, skroei, bleik, kleur of soortgelyke werk op die hare van enige persoon, of op die pruik of haarstuk van enige persoon, op enige manier, met die hande of met 'n meganiese of elektriese apparaat of toestel, of deur die gebruik van skoonheidsmiddels, ontsmettingsmiddels, opknappers, vloeimiddels of rome, of andersins; massering, reiniging, stimulasie, manipulasie, oefening, mooi maak, wenkbroue uitdun of soortgelyke werk op die kopvel, gesig of liggaam; of die versorging van die naels van enige persoon;

3.1.39 **"leerlinghaarkapper"** enige werknemer wat nie 'n minderjarige is nie en wat in opleiding is om te kwalifiseer in swart haarkapperie of algemene haarkapperie of ope haarkapperie, en wat, behoudens klousule 9.5, werk volgens 'n skriftelike opleidingskontrak wat by die Raad geregistreer is, maar dit sluit uit 'n vakleerling en/of minderjarige en/of manikuris en/of skoonheidskundige en/of sjampoeis;

3.1.40 **"opleidingsinrigting"** enige plek waar onderrig en/of opleiding in die verskaffing van toilet dienste aan 'n leerlinghaarkapper verskaf word, en dit sluit in, maar is nie beperk nie tot, enige opvoedkundige inrigting of opleidingsentrum beoog deur die WMO en/of die ITB en/of die Raad;

3.1.41 **"loon"** die besoldiging betaalbaar aan 'n werknemer ooreenkomstig klousule 11 ten opsigte van die werkure wat in klousule 12 voorgeskryf is: Met dien

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

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

3.1.34 **"registration certificate"** means the registration certificate referred to in clause 5.11 of this Agreement;

3.1.35 **"secretary"** means the Secretary of the Council;

3.1.36 **"shampooist"** means an employee of the age of 21 years or over engaged solely on one or more of the following operations, namely draping; brushing of hair; shampooing; drying; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying conditioners, rinses or colour shampoo; placing clients under driers and taking clients out from under driers; giving scalp treatments by the application of any hairdressing treatment; the application of perm lotions; the neutralising and rinsing of perms and relaxers; the pulling out of highlights and applying bleach over a highlight cap; tinting and applying colour (permanent and semi-permanent); and applying toners, but excluding cutting, perming, setting and blow-styling;

3.1.37 **"toilet requisites"** means any equipment and/or product used or which may be used in toilet services;

3.1.38 **"toilet services"** means any one and/or a combination of practices generally and usually performed by, and known as the profession of, beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not otherwise limited by the following practices or any one or a combination thereof:

Arranging, dressing, curling, waving, cleansing, cutting, shaving, singeing, bleaching, colouring or similar work on the hair of any person, or on the wig or hairpiece of any person, by any means, either by hand or by means of a mechanical or electrical apparatus or appliance, or by the use of cosmetic preparations, antiseptics, tonics, lotions or creams, or otherwise; massaging, cleansing, stimulating, manipulating, exercising, beautifying, eyebrow plucking or similar work on the scalp, face or body; or the manicuring of the nails of any person;

3.1.39 **"trainee hairdresser"** means any employee who is not a minor and who is in training to become certificated in black hairdressing or general hairdressing or open hairdressing, and who is, subject to clause 9.5, serving under a written training contract registered with the Council, but excludes an apprentice and/or a minor and/or a manicurist and/or beauty culturist and/or shampooist;

3.1.40 **"training institution"** means any place where education and/or training in the provision of toilet services are supplied to a trainee hairdresser and shall include, but not be limited to, any educational institution or training centre contemplated by the MTA and/or the ITB and/or the Council;

3.1.41 **"wage"** means the remuneration payable to an employee in terms of clause 11 in respect of the hours of work prescribed in clause 12: Provided that

verstande dat wanneer 'n werkgever 'n werknemer gereeld 'n bedrag hoër as wat voorgeskryf is, betaal ten opsigte van die werkure voorgeskryf in klousule 11, dit sodanige hoër bedrag beteken; en daarbenewens word enige bedrag wat aan 'n werknemer betaalbaar is ten opsigte van kommissie ooreenkomstig klousule 10, of 'n bonus, ongeag of hierdie bedrae van maand tot maand varieer of nie, as lere beskou wat ooreenkomstig klousule 11 betaalbaar is: Met dien verstande dat, vir die doel van betaling ten opsigte van openbare vakansiedae, jaarlikse verlof en *pro rata*-vakansiebetaling ooreenkomstig klousule 14, kommissie betaalbaar kragtens klousule 10 nie as lere betaalbaar kragtens klousule 11 beskou word nie;

3.1.42 "**werkende werkgever**" beteken 'n gekwalifiseerde werkgever of enige vennoot in 'n vennootskap wat self werk uitvoer wat soortgelyk is aan dié wat deur enige van sy werknemers behartig word in die lewering van toilet dienste.

4. VERBOD OP DIE VERRIGTING VAN ENIGE DAAD AS HAARKAPPER ONDER SEKERE OMSTANDIGHED

4.1 Geen werkgever mag enige daad as haarkapper verrig nie of van enige werknemer vereis of hom toelaat om so 'n daad te verrig nie, tensy—

4.1.1 'n geldige registrasiesertifikaat met betrekking tot sy besigheid deur die Raad aan sodanige werkgever uitgereik is;

4.1.2 as hy 'n nie-werkende werkgever is, hy 'n gekwalifiseerde haarkapper, in die sin van klousule 4.1.4, in sy diens het, aan wie die beheer oor en bestuur van die verskaffing van toilet dienste opgedra is;

4.1.3 as hy 'n werkende werkgever is, 'n geldige sertifikaat aan hom uitgereik is om oop haarkapperij uit te voer: Met dien verstande dat—

(a) as die besigheid 'n swart salon is, by slegs 'n sertifikaat om swart haarkapperij te beoefen, benodig;

(b) as die besigheid 'n algemene salon is, hy slegs 'n sertifikaat om algemene haarkapperij te beoefen, benodig;

(c) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, die sertifikaat in hierdie subklousule bedoel, in die geval van nuwe werkgevers nie die kode QBE, TH of N/W dra nie, anders moet sulke werkgevers vir die doel van hierdie klousule as nie-werkende werkgevers beskou word op wie die bepalinge van klousule 4.1.2 van toepassing is;

4.1.4 'n geldige sertifikaat om oop haarkapperij te beoefen, uitgereik is aan elke persoon wat deur hom aangestel is om die besigheid te beheer of bestuur: Met dien verstande dat—

(a) as die besigheid 'n swart salon is, die beheer oor en bestuur van die verskaffing van toilet dienste in die besigheid aan 'n persoon wat gekwalifiseerd is om swart haarkapperij te beoefen, opgedra mag word;

(b) as die besigheid 'n algemene salon is, die beheer oor en bestuur van die verskaffing van toilet dienste in die besigheid aan 'n persoon wat gekwalifiseerd is om algemene haarkapperij te beoefen, opgedra mag word;

(c) as die besigheid 'n oop salon is, die beheer oor en bestuur van die verskaffing van toilet dienste in die besigheid gesamentlik aan persone wat gekwalifiseerd is om respektiewelik swart haarkapperij en algemene haarkapperij te beoefen, opgedra mag word;

(d) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, enige sertifikaat wat in hierdie klousule bedoel word, nie die kode QBE, FH of N/W dra nie.

where an employer regularly pays an employee in respect of the hours of work prescribed in clause 11 an amount higher than that so prescribed, it means such higher amount; and in addition, any amount payable to an employee in respect of commission in terms of clause 10, or a bonus, whether or not these amounts may vary from month to month, shall be regarded as wages payable in terms of clause 11: Provided that, for the purposes of payment in respect of public holidays, annual leave and *pro rata* holiday pay in terms of clause 14, commission payable in terms of clause 10 shall not be regarded as wages payable in terms of clause 11;

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

4. PROHIBITION OF THE PERFORMANCE OF ANY ACT AS A HAIRDRESSER IN CERTAIN CIRCUMSTANCES

4.1 No employer shall perform or require or permit any employee to perform any act as a hairdresser unless—

4.1.1 a valid registration certificate has been issued to such employer by the Council in respect of his business;

4.1.2 being a non-working employer, he has in his employ a certificated hairdresser, within the meaning of clause 4.1.4, in whom there is vested the control and management of the provision of toilet services;

4.1.3 being a working employer, a valid certificate has been issued to him to perform open hairdressing: Provided that—

(a) if the business is that of a black salon, he shall require only a certificate to perform black hairdressing;

(b) if the business is that of a general salon, he shall require only a certificate to perform general hairdressing;

(c) as from the date that this Agreement comes into operation the certificate referred to in this subclause shall, in the case of new employers, not bear the code QBE, TH or N/W, or such employers shall for the purposes of this clause be deemed to be non-working employers to whom the provisions of clause 4.1.2 shall apply;

4.1.4 a valid certificate to practise open hairdressing has been issued to every person appointed by him to control or manage the business: Provided that—

(a) if the business is that of a black salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise black hairdressing;

(b) if the business is that of a general salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise general hairdressing;

(c) if the business is that of an open salon, the control and management of the provision of toilet services in the business may be vested jointly in persons who are certificated to practise black hairdressing and general hairdressing respectively;

(d) as from the date that this Agreement comes into operation any such certificate contemplated by this clause shall not bear the code QBE, TH or N/W.

4.2 Geen werknemer en/of persoon mag enige daad as 'n haarkapper verrig nie, tensy—

4.2.1 'n geldige registrasiebewys deur die Raad aan die eienaar of besitter van die besigheid uitgereik is;

4.2.2 hy—

(a) 'n vakleerling of 'n leerlinghaarkapper of 'n minderjarige is soos in hierdie Ooreenkoms omskryf is; of

(b) gekwalifiseer is om oop haarkappery te beoefen; of

(c) as die besigheid waar hy in diens is 'n swart salon is, gekwalifiseer is om swart haarkappery of oop haarkappery te beoefen; of

(d) as die besigheid waar hy in diens is 'n algemene salon is, gekwalifiseer is om algemene haarkappery of oop haarkappery te beoefen.

4.3 Vir die doel van hierdie klousule, en volgens die Sekretaris se keuse, word die huurder van enige bedryfsinrigting, of die persoon wie se naam verskyn op enige handelslisensie wat kragtens enige ordonnansie met betrekking tot enige sodanige besigheid uitgereik is, beskou as die werkgewer van elke werknemer wat in daardie besigheid in diens is, totdat so 'n persoon die teendeel bewys, en elke persoon wat aldus ingevolge hierdie klousule as 'n werkgewer beskou word, is aanspreeklik vir alle verpligtinge van 'n werkgewer ingevolge hierdie Ooreenkoms, ondanks die feit dat hy geen werkgewer is nie, tot tyd en wyl hy bewys lewer dat hy nie 'n werkgewer is nie.

5. AANSOEK OM REGISTRASIE VAN WERKGEWERS EN UITREIKING VAN REGISTRASIEBEWYSE

5.1 Elke werkgewer wat dit nog nie gedoen het nie, moet binne 30 dae vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer of voornemende werkgewer wat tot die Haarkappersbedryf toetree, moet by die Raad registreer deur by die Sekretaris van die Raad die volgende besonderhede in te dien, op die vorm voorgeskryf in Bylae B, saam met die voorgeskrewe registrasiegeld:

5.1.1 Volle naam en identiteitsdokument/paspoort;

5.1.2 besigheidsadres;

5.1.3 woonadres;

5.1.4 die name van alle werknemers wat by hom in diens is, en, met betrekking tot elke individuele werknemer, die persoonlike besonderhede wat die Raad vereis;

5.1.5 'n registrasiegeld van R50.

5.2 Vir die doel van hierdie klousule word 'n werkgewer wat in hierdie subklousule bedoel word, hierna "die applikant" genoem.

5.3 In die geval van 'n nie-werkende werkgewer moet die applikant bewys lewer van die aangeleenthede in klousule 4.1.4 bedoel, tot bevrediging van die Sekretaris.

5.4 In die geval van 'n werkende werkgewer moet die applikant bewys lewer van sy nakoming van klousule 4.1.3, tot bevrediging van die Sekretaris.

5.5 Geen werkgewer mag in die Bedryf aanhou werk vir meer as 30 dae vanaf registrasie nie, tensy hy die nodige handelslisensie en/of huurkontrak aan die Raad toon.

5.6 Die vereistes van klousule 4.1.3 moet gedurende die registrasietydperk nagekom word, en bewys van die voortdurende geldigheid daarvan moet op versoek van die Raad getoon word.

5.7 'n Werkgewer wat reeds voor die datum van inwerkingtreding van hierdie Ooreenkoms die besonderhede wat ingevolge hierdie klousule verlang word, verskaf het, word geag te voldoen het aan die bepalinge daarvan en by die Raad geregistreer te wees.

4.2 No persons and/or employees shall perform any act as a hairdresser unless—

4.2.1 a valid registration certificate has been issued by the Council to the owner or proprietor of the business;

4.2.2 he is—

(a) an apprentice or a trainee hairdresser or a minor as defined in this Agreement; or

(b) certificated to practise open hairdressing, or;

(c) if the business in which he is employed is a black salon, certificated to practise black hairdressing or open hairdressing; or

(d) if the business in which he is employed is a general salon, certificated to practise general hairdressing or open hairdressing.

4.3 For the purposes of this clause and by the election of the Secretary, the tenant of any establishment or the person whose name appears on any trading licence issued under the authority of any ordinance in respect of any such business, shall be deemed to be the employer of every employee employed in that business until such person proves otherwise and every such person so deemed to be an employer under this clause shall be liable for all of the obligations of an employer under this Agreement notwithstanding the fact that he is not an employer until such time as he proves that he is not an employer.

5. APPLICATION FOR REGISTRATION OF EMPLOYERS AND ISSUE OF REGISTRATION CERTIFICATE

5.1 Every employer who has not already done so shall, within 30 days of the date of the coming into operation of this Agreement, and every employer or prospective employer entering the Hairdressing Trade shall register with the Council by forwarding to the Secretary of the Council the following particulars, on the form prescribed in Annexure B, together with the registration fee prescribed:

5.1.1 Full name and identification/passport document;

5.1.2 business address;

5.1.3 residential address;

5.1.4 the names of all employees employed by him and, in respect of each individual employee, such personal particulars as may be required by the Council;

5.1.5 a registration fee of R50.

5.2 For the purposes of this clause an employer contemplated by this subclause shall hereinafter be referred to as "the applicant".

5.3 In the case of a non-working employer, the applicant shall produce proof to the satisfaction of the Secretary of the matters referred to in clause 4.1.4.

5.4 In the case of a working employer, the applicant shall produce proof to the satisfaction of the Secretary of his compliance with clause 4.1.3.

5.5 No employer shall continue to operate in the Trade for more than 30 days after registration, unless he has produced to the Council the necessary trading licence and/or lease agreement.

5.6 The requirements of clause 4.1.3 shall be complied with during the period of registration, and evidence of the continued validity thereof shall be produced at the request of the Council.

5.7 An employer who has already, prior to the date of the coming into operation of this Agreement, furnished the particulars required under this clause, shall be deemed to have complied with the provisions thereof and to be registered with the Council.

5.8 Die applikant moet bewys lewer, tot bevrediging van die Sekretaris, dat die perseel waarin die besigheid bedryf gaan word—

5.8.1 vir geen ander doeleindes as die verskaffing van toilet dienste gebruik word nie, tensy sulke andere gebruik van die bedryfsinrigting geskei is met 'n muur of mure met geen deure, vensters, openinge of ander middele tot kommunikasie daarmee nie;

5.8.2 nie as 'n opleidingsinrigting gebruik word nie behalwe soos in klousule 6.3 bepaal is;

5.8.3 nie deur die applikant gesamentlik met enige ander persoon gehuur word nie, met uitsondering van 'n vennoot wat betrokke is by die verskaffing van toilet dienste in dieselfde besigheid as sodanige applikant;

5.8.4 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word nie deur die applikant gesamentlik met enige ander persoon wie se belange nie dieselfde as die belange van die applikant is nie: Met dien verstande dat dit nie in stryd met hierdie klousule is nie as die applikant 'n vennoot of enige ander sodanige persoon is en hulle belange in die vennootskap nie gelyk is nie.

5.9 Die Sekretaris is geregtig om sodanige bewys te vereis van enige aangeleentheid wat in die aansoek om die besigheidsregistrasie vermeld word, as wat vir hom nodig, raadsaam of wenslik lyk.

5.10 Enige aansoek om 'n besigheidsregistrasie moet binne twee maande vanaf die Sekretaris se ontvangs daarvan oorweeg word, en die applikant moet daarna binne een maand skriftelik deur die Sekretaris in kennis gestel word van die aanvaarding of afwysing van die aansoek.

5.11 Met aanvaarding van 'n aansoek om registrasie moet die Sekretaris aan die werkgewer 'n registrasiebewys vir die besigheid uitreik in die vorm voorgeskryf in Bylae C hierby.

5.12 Die bepalinge van klousule 4.3 is *mutatis mutandis* op hierdie klousule van toepassing.

5.13 Die bepalinge van klousules 7.4, 7.6, 7.7 en 7.8 is *mutatis mutandis* op hierdie klousule van toepassing, behalwe dat enige verwysing na 'n sertifikaat as 'n verwysing na 'n registrasiebewys uitgelê moet word.

5.14 Die registrasiebewys in hierdie klousule bedoel, is vir die daarin genoemde applikant self en mag nie verkoop, verruil, geskenk, oorgedra, afgestaan, toebedeel of verpand word sonder die Raad se toestemming nie.

5.15 *Appelprosedure*

Die prosedure vir appel teen 'n besluit van die Raad is soos volg:

5.15.1 'n Applikant vir 'n besigheidsregistrasie wat hom benadeel voel deur 'n besluit van die Sekretaris as gevolg waarvan sy registrasie geweier is, het die reg om by die Raad te appelleer binne 21 dae vanaf die datum waarop kennis van sodanige weiering ontvang is. Die kennisgewing van appel moet skriftelik gedoen word en deur die appellant persoonlik geteken wees, en die besluit waarteen geappelleer word en die rede vir appel moet daarin gespesifiseer word.

5.15.2 Elke appel in klousule 5.22 bedoel, moet deur die Raad verhoor word op sy eersvolgende gewone vergadering nadat kennis geneem is van die appel, en die appellant moet 'n geleentheid gegee word om persoonlik sy saak aan die Raad se vergadering te stel, en mag, as hy dit verkies, getuies roep tot steun van enige stelling wat deur hom gemaak word.

5.8 The applicant shall produce proof to the satisfaction of the Secretary that the premises in which the business is to be conducted are—

5.8.1 not being used for any purpose other than the provisions of toilet services, unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;

5.8.2 not being used as a training institution other than as provided in clause 6.3;

5.8.3 not being leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such applicant;

5.8.4 not being leased or to be leased or being shared or to be shared or being occupied or to be occupied by the applicant together with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner or any other such person, and their interest in the partnership is not equal.

5.9 The Secretary shall be entitled to require such proof of any matter stated in the application for registration of the business as to him seems necessary, expedient or desirable.

5.10 Any application for registration of a business shall be considered by the Secretary within two months of the receipt thereof, and the applicant shall be notified by the Secretary in writing of the acceptance or rejection of the application within one month thereafter.

5.11 Upon acceptance of an application for registration, the Secretary shall issue to the employer a certificate of registration of the business in the form prescribed in Annexure C hereto.

5.12 The provisions of clause 4.3 shall apply *mutatis mutandis* to this clause.

5.13 The provisions of clause 7.4, 7.6, 7.7 and 7.8 shall apply *mutatis mutandis* to this clause, save that any reference to a certificate shall be construed as a reference to a registration certificate.

5.14 The registration certificate contemplated by this clause shall be personal to the applicant named therein and shall not be sold, exchanged, donated, transferred, ceded, assigned or hypothecated without the consent of the Council.

5.15 *Appeal procedure*

The procedure with regard to appeals against the decision of the Council shall be as follows:

5.15.1 Any applicant for registration of a business who feels aggrieved by a decision of the Secretary as a result of which he has been denied registration shall have the right to appeal to the Council within 21 days from the date of receipt of notice of such refusal. The notice of appeal shall be in writing and shall be signed personally by the appellant, specifying the decision appealed against and the grounds of appeal.

5.15.2 Every appeal in respect of clause 5.22 shall be heard by the Council at its next ordinary meeting after the notice of the appeal and the appellant shall be afforded an opportunity to state his case personally to the meeting of the Council and may, if he so desires, call witnesses in support of any statement made by him.

5.15.3 Die Raad kan die reëls voorskryf of maak, insluitende reëls betreffende die verteenwoordiging van die appellant, wat vir hom regverdig lyk, of in die algemeen of in enige spesifieke geval, en kan enige appellêr verwys na 'n komitee van die Raad wat vir daardie doel aangestel is, waarop sodanige komitee al die of sodanige gesag van die Raad het as wat die Raad gespesifiseer in sy opdrag aan die komitee.

5.15.4 Met die verhoor van 'n appellêr kan die Raad of die Raad se komitee die besluit waarteen geappellêr is, bevestig, verander, varieer of herroep, of dit terugverwys na die Sekretaris vir heroorweging, of 'n ander bevel gee wat regverdig lyk.

5.15.5 In die geval van 'n verandering in enige van die besonderhede wat van hom vereis word ingevolge hierdie klousule, moet elke werkgewer 'n kennisgewing daarvan aan die Sekretaris stuur binne 14 dae vanaf die datum waarop sodanige verandering plaasgevind het, en totdat sodanige kennisgewing deur die Sekretaris ontvang is, bly elke sodanige werkgewer gebind deur alle bepalinge van hierdie Ooreenkoms.

5.16 Elke werkgewer op wie hierdie Ooreenkoms van toepassing is maar wat nie ooreenkomstig die bepalinge van klousule 5.1 geregistreer is nie, moet die bepalinge van hierdie Ooreenkoms nakom.

5.17 Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nywerheidsraad vir die Haarkappersbedryf (Natal), Posbus 2182, Durban, 4000.

5.18 Elke werkgewer wat tot die Bedryf toetree, moet 'n deposito van R250 by die Raad betaal binne 30 dae vanaf registrasie by die Raad.

5.19 Die bedrae wat ooreenkomstig klousule 5.18 aan die Raad betaal is, moet in 'n aparte rekening gedeponêr word en mag deur die Raad belê word in vaste deposito's of spaarrekeninge by enige finansiële instelling.

5.20 Enige rente wat van sulke beleggings verkry word, val die algemene fondse van die Raad toe.

5.21 In die geval van bankrotskap of indien 'n werkgewer se bydraes aan die Raad agterstallig is, word die deposito in klousule 5.18 bedoel, as verbeurd beskou.

5.22 Nieteenstaande die bepalinge van klousule 5.18 van hierdie Ooreenkoms, in die geval waar 'n werkgewer se bydrae aan die Raad voortdurend agterstallig is, en genoemde deposito wat ingevolge klousule 5.18 betaal is, verbeur is, is die deposito ooreenkomstig klousule 5.18 R500.

5.23 Met die sluiting of verkoop van die besigheid, en mits alle uitstaande geld betaal is, kan die werkgewer die deposito wat aan die Raad betaal is, van die Raad terugeis 30 dae na die sluiting of verkoop van die besigheid.

5.24 Ingeval enige bedrag wat ooreenkomstig hierdie klousule betaalbaar is, nie deur die Raad teen die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang is nie, moet die werkgewer rente betaal op daardie bedrag of op die kleiner bedrag wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetaling inderdaad ontvang het: Met dien verstande dat die Raad, na sy absolute goeddunke, geregtig is om af te sien van die betaling van sulke rente of gedeelte daarvan.

6. BEHEER OOR PERSELE

6.1 Geen werkgewer mag enige perseel gebruik of die gebruik daarvan toelaat nie tensy hulle aan klousule 5.8 voldoen.

5.15.3 The Council may prescribe or make such rules, including rules as to the representation of the appellant, as may seem just, either generally or in any specific case, and may refer any appeal to a committee of the Council appointed for that purpose, whereupon such committee shall have all or such powers of the Council as the Council may specify in the reference to the committee.

5.15.4 Upon the hearing of an appeal the Council or the Committee of the Council may confirm, alter, vary or rescind the decision appealed against or may refer it back to the Secretary for reconsideration or may make such other order as may seem just.

5.15.5 Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary a notification thereof within 14 days of the date upon which such change took effect and until such notification is received by the Secretary every such employer shall remain bound by all the provisions of this Agreement.

5.16 Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of clause 5.1, shall observe the provisions of this Agreement.

5.17 All applications for registration shall be made to the Secretary, Industrial Council for the Hairdressing Trade (Natal), P.O. Box 2182, Durban, 4000.

5.18 Every employer entering the Trade shall pay a deposit of R250 to the Council within 30 days of registration with the Council.

5.19 The amounts paid to the Council in terms of clause 5.18 shall be deposited in a separate account and may be invested by the Council in fixed deposits or savings accounts with any financial institution.

5.20 Any interest derived from such investment shall accrue to the general funds of the Council.

5.21 In the case of insolvency or of the Council contributions of an employer being in arrears, the deposit referred to in clause 5.18 shall be deemed to be forfeited.

5.22 Notwithstanding the provisions of clause 5.18 of this Agreement, in the event of an employer's Council contributions being consistently in arrears, and the said deposit paid in terms of clause 5.18 having been forfeited, the deposit in compliance with clause 5.18 shall be R500.

5.23 Upon the closure or sale of the business and provided all outstanding monies have been paid, the employer may reclaim from the Council the deposit paid to the Council 30 days after the business has been closed or sold.

5.24 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. CONTROL OF PREMISES

6.1 No employer shall use or permit the use of any premises unless they comply with clause 5.8.

6.2 Geen werkgewer mag, sonder om die voorafgaande toestemming van die Raad te verkry, veroorsaak of toelaat dat enige perseel of enige gedeelte daarvan waarop hy toilet-dienste verskaf het, verhuur of onderverhuur of beset word deur enige persoon met die doel dat so 'n persoon direk of indirek betrokke is by enige werk in die Haarkappersbedryf of die verskaffing van toilet dienste nie. Die Raad kan sy toestemming na goeddunke verleen of weerhou.

6.3 Geen werkgewer mag, sonder om die voorafgaande toestemming van die Raad te verkry, op enige perseel die bedryf van 'n opleidingsinrigting behartig of toelaat dat enige ander persoon, insluitende 'n werknemer, dit behartig gedurende die ure wanneer die saak vir die publiek oop is nie.

6.4 Enige werkgewer wie se perseel op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die bepalings van hierdie klousule voldoen nie, moet 90 dae hê om te voldoen aan genoemde bepalings nadat hy deur die Sekretaris skriftelik in kennis gestel is om dit te doen.

7. AANSOEK OM EN UITREIKING VAN 'N SERTIFIKAAT OM HAARKAPPERY TE BEOEFEN

7.1 Elke haarkapper wat 'n werkende werkgewer is of 'n werknemer moet, binne die tydperk voorgeskryf in klousule 7.4 en op die wyse voorgeskryf in klousule 7.6 en die vorm voorgeskryf in klousule 7.6.1 by die Raad aansoek doen om 'n sertifikaat om haarkappery te beoefen, en so 'n aansoek moet vergesel gaan van die heffing voorgeskryf in klousule 7.8.

7.2 As die Raad, by ontvangs van 'n aansoek en die heffing bedoel in klousule 7.8 oortuig is dat die applikant aan die vereistes van hierdie Ooreenkoms voldoen, moet die Raad aan die betrokke applikant 'n sertifikaat vir die beoefening van haarkappery uitreik, in die vorm voorgeskryf in Bylae E, en so 'n sertifikaat moet op 'n opvallende plek op die perseel vertoon word.

7.3 Geen sertifikaat om haarkappery te beoefen mag uitgereik word nie tensy en totdat aan die bepalings van hierdie Ooreenkoms voldoen is, en enige sertifikaat om haarkappery te beoefen wat uitgereik is in stryd met die bepalings van hierdie Ooreenkoms, is ongeldig en moet aan die Raad op sy versoek terugbesorg word.

7.4 Elke haarkapper aan wie reeds 'n sertifikaat vir die beoefening van haarkappery uitgereik is, moet die Raad meedeel van enige verandering in die besonderhede wat daarin weergegee word, binne een maand vandat so 'n verandering plaasgevind het.

7.5 Enige werkgewer en/of werknemer wat van plan is om as 'n haarkapper te begin werk in die loop van 'n kalenderjaar, moet by die Raad aansoek doen om aan hom 'n sertifikaat vir die beoefening van haarkappery uit te reik.

7.6 Die voorgeskrewe manier om aansoek te doen om 'n sertifikaat om haarkappery te beoefen is soos volg:

7.6.1 Elke aansoek om registrasie om haarkappery te beoefen moet wees in die vorm soos in Bylae D uiteengesit, en so 'n aansoek moet onder andere die afdeling en kategorie van die Bedryf waarin registrasie verlang word, spesifiseer, asook die bewys wat by klousule 7.2 hiervan vereis word, en vergesel gaan van twee helder identiese ongemonteerde foto's van 60 by 35 millimeter wat die gesig en skouers van die applikant weergee.

7.6.2 Een van die foto's moet soos volg agterop gewaarmerk wees deur 'n landdros, vrederegter of kommissaris van ede:

"Ek verklaar dat dit 'n getroue foto is van
Datum
Handtekening van landdros, vrederegter of kommissaris van ede"

6.2 No employer shall, without obtaining the prior consent of the Council, cause or permit any premises or any part thereof in which he is performing or has performed toilet services to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing trade or the provision of toilet services. The consent of the Council may be given or withheld in its discretion.

6.3 No employer shall, without obtaining the prior consent of the Council, in any premises conduct or permit any other person, including an employee, to conduct the business of a training institution during the hours when the establishment is open to the public.

6.4 Any employer whose premises at the date of coming into effect of this Agreement do not comply with the provisions of this clause, shall have 90 days within which to comply with the said provisions after having been given written notice by the Secretary to do so.

7. APPLICATION FOR AND ISSUING OF A CERTIFICATE TO PRACTISE HAIRDRESSING

7.1 Every hairdresser who is a working employer or an employee shall, within the period prescribed in clause 7.4 and in the manner prescribed in clause 7.6 and in the form prescribed in clause 7.6.1, apply to the Council for a certificate to practise hairdressing, and such application shall be accompanied by the levy prescribed in clause 7.8.

7.2 If the Council, upon receipt of any application and the levy referred to in clause 7.8, is satisfied that the applicant complies with the requirements of this Agreement, the Council shall issue to the applicant concerned a certificate to practise hairdressing in the form prescribed in Annexure E, and such certificate shall be displayed prominently in the business premises.

7.3 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement, shall be invalid and shall be returned to the Council at its request.

7.4 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall advise the Council of any change in the particulars reflected therein within one month of any such change taking place.

7.5 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calendar year shall apply to the Council for the issuing to him of a certificate to practise hairdressing.

7.6 The prescribed manner of applying for a certificate to practise hairdressing shall be as follows:

7.6.1 Every application for registration to practise hairdressing shall be in the form set out in Annexure D hereto and such application shall specify *inter alia* the section and category of the Trade in which registration is sought, and shall, in addition to the proof required in clause 7.2 hereof, be accompanied by two clear, identical, unmounted photographs of 60 by 35 millimetres, showing the face and shoulders of the applicant.

7.6.2 One of the photographs shall be certified by a Magistrate, Justice of the Peace or Commissioner of Oaths, on the back, as follows:

"I certify this to be a true photograph of
Date
Signature of magistrate, justice of the peace or commissioner of oaths"

7.6.3 Daar is drie afdelings in die Bedryf, naamlik die mansbedryf, die damesbedryf en unisex.

7.6.4 Daar is drie kategorieë binne elke afdeling van die Bedryf, naamlik oop haarkappery, swart haarkappery en algemene haarkappery.

7.6.5 Elke aansoek om die uitreiking van 'n sertifikaat om haarkappery te beoefen moet vergesel gaan van die heffing voorgeskryf in klousule 7.8, wat onder geen omstandighede terugbetaalbaar is nie.

7.6.6 Geen sertifikaat om haarkappery te beoefen sal uitgereik word aan—

(a) enige haarkapper wat nie voldoen nie aan die standaard van opleiding by klousule 8.8 voorgeskryf;

(b) enige haarkapper wat nie die praktiese ondervinding by klousule 8.7 voorgeskryf, het nie.

7.7 Terugtrekking en verbeuring van 'n sertifikaat om haarkappery te beoefen:

7.7.1 Die sertifikaat bly die eiendom van die Raad en moet, op versoek, aan die Raad terugbesorg word of vir inspeksie getoon word, en kan ingetrek word—

(a) as so 'n persoon onderworpe raak aan enige diskwalifikasie in klousule 7.6.6 bedoel;

(b) as so 'n sertifikaat op grond van valse inligting verkry is;

(c) as so 'n sertifikaat nie die seël van die Raad dra nie.

7.7.2 Geen sertifikaat om haarkappery te beoefen word uitgereik nie tensy en totdat aan die bepalings van hierdie Ooreenkoms voldoen is, en enige sertifikaat om haarkappery te beoefen wat in stryd met die bepalings van hierdie Ooreenkoms uitgereik is, is ongeldig en moet aan die Raad terugbesorg word.

7.8 Voorgeskrewe heffing:

7.8.1 Elke aansoek om die uitreiking van 'n sertifikaat om haarkappery te beoefen moet vergesel gaan van 'n heffing van R10, wat onder geen omstandighede terugbetaalbaar is nie.

7.8.2 'n Aansoek deur enige persoon kragtens klousule 7.5 om 'n sertifikaat vir die beoefening van haarkappery moet vergesel gaan van die volle bedrag van die heffing in klousule 7.8.1 bedoel.

7.9 Kode op sertifikaat:

Op elke sertifikaat om haarkappery te beoefen wat deur die Raad uitgereik word, endosseer die Raad een van die volgende kodes, en elke sodanige kode het die betekenis wat daaraan toegewys is, naamlik—

7.9.1 QET beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (a) van die Ooreenkoms;

7.9.2 COTT beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (b) of 3.1.18 (c) van die Ooreenkoms;

7.9.3 QA beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (d) van die Ooreenkoms;

7.9.4 MC beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (e) van die Ooreenkoms;

7.9.5 CQ beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (f) van die Ooreenkoms;

7.9.6 QBE beteken dat die Raad die houer van die sertifikaat vrygestel het van die vereiste om enige kwalifikasie in klousule 3.1.18 bedoel, te behaal, terwyl die status van die houer onveranderd bly, d.w.s. as die houer 'n werknemer is, vir so lank as wat hy 'n werknemer bly; as die houer 'n werkgewer is, vir so lank as wat hy sy bestaande besigheid behou en vir so lank daarna as wat hy 'n werkgewer bly;

7.6.3 There shall be three sections of the Trade, namely the gentlemen's trade, the ladies' trade and unisex.

7.6.4 There shall be three categories within each section of the Trade, namely open hairdressing, black hairdressing and general hairdressing.

7.6.5 Every application for the issuing of a certificate to practise hairdressing shall be accompanied by the levy prescribed in clause 7.8, which shall not be refundable under any circumstances.

7.6.6 No certificate to practise hairdressing shall be issued to—

(a) any hairdresser who does not comply with the standard of training prescribed by clause 8.8;

(b) any hairdresser who does not have the practical experience prescribed by clause 8.7.

7.7 Withdrawal and forfeiture of certificate to practice hairdressing:

7.7.1 The certificate remains the property of the Council and on demand must be returned to the Council or produced for inspection and may be withdrawn—

(a) if such person becomes subject to any disqualification referred to in clause 7.6.6;

(b) if such certificate is obtained on the strength of false information;

(c) if such certificate does not bear the seal of the Council.

7.7.2 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and shall be returned to the Council.

7.8 Prescribed levy:

7.8.1 Every application for the issue of a certificate to practise hairdressing shall be accompanied by a levy of R10, which shall not be refundable under any circumstances.

7.8.2 An application by any person in terms of clause 7.5 for a certificate to practise hairdressing shall be accompanied by the full amount of the levy referred to in clause 7.8.1.

7.9 Codes on certificates:

On every certificate to practise hairdressing issued by the Council, the Council shall endorse one of the following codes, and each such code shall have the meaning assigned to it, viz.:

7.9.1 QET shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (a) of the Agreement;

7.9.2 COTT shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (b) or 3.1.18 (c) of the Agreement;

7.9.3 QA shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (d) of the Agreement;

7.9.4 MC shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (e) of the Agreement;

7.9.5 CQ shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (f) of the Agreement;

7.9.6 QBE shall mean that the Council has exempted the holder of the certificate from the requirement of obtaining any of the qualifications referred to in clause 3.1.18 while the status of the holder remains unchanged, i.e. if the holder is an employee, for as long as he remains an employee; if the holder is an employer, for as long as he retains his existing business and for as long thereafter as he remains an employer;

7.9.7 TH beteken dat die houer van die sertifikaat 'n leerlinghaarkapper is, of deur die Raad beskou word as 'n leerlinghaarkapper;

7.9.8 N/W beteken dat die houer van die sertifikaat 'n nie-werkende werkgewer is, en die beheer oor en bestuur van sy saak opgedra is aan 'n persoon bedoel in klousule 4.1.4 wie se sertifikaat nie met die kode QBE, TH of N/W geëndosseer is nie.

7.10 *Uitwissings of veranderings op registrasiebewyse:*

Die Sekretaris moet enige registrasiebewyse kanselleer wat kragtens klousule 7.2 hiervan uitgereik is en waarop enige uitwissings of veranderings, behalwe dié deur homself, gemaak is.

7.11 *Vervanging van verlore, beskadigde of vernietigde registrasiebewyse:*

7.11.1 Wanneer 'n registrasiebewys in klousule 7.5 bedoel, verlore, beskadig of vernietig is, kan die persoon aan wie die sertifikaat uitgereik is, by die Sekretaris om 'n duplikaatsertifikaat aansoek doen.

7.11.2 Wanneer die registrasiebewys beskadig is, moet die aansoek om 'n duplikaatsertifikaat vergesel gaan van die beskadigde sertifikaat, asook die foto's bedoel in subklousule 7.6.1.

7.11.3 Wanneer die registrasiebewys verlore of vernietig is, moet die aansoek om 'n duplikaatsertifikaat vergesel gaan van die foto's in subklousule 7.6.1 bedoel, asook 'n beëdigde verklaring waarin die omstandighede waaronder die sertifikaat verlore geraak het of vernietig is, uiteengesit word.

7.11.4 Elke aansoek ingevolge klousule 7 moet vergesel gaan van 'n registrasiegeld soos in klousule 7.8 bedoel.

8. OPLEIDINGSVEREISTES

8.1 Behoudens die bepalings van klousule 8.9 mag geen persoon enige daad as 'n haarkapper verrig nie tensy sodanige persoon die eksamen bedoel in klousule 8.6 geslaag het, en 'n sertifikaat om haarkappery te beoefen aan hom uitgereik is.

8.2 Hierdie klousule tree met datum van publikasie in werking en is van die ooreenkoms van toepassing op alle haarkappers of voornemende haarkappers, uitsluitende haarkappers (gekwaliseerd) wat as sodanig deur die Raad erken word.

8.3 Met ingang van die datum van publikasie van hierdie Ooreenkoms moet enige persoon wat as 'n haarkapper optree, of van voorneme is om as 'n haarkapper op te tree, die bogemelde eksamen slaag binne 'n tydperk van 12 maande vanaf die uitreikingsdatum van 'n vrystellingsertifikaat aan so 'n persoon om hom daarop geregtig te maak om haarkappery te beoefen; by gebreke daaraan vervel sodanige sertifikaat onverwyld en is dit van geen verdere waarde of effek nie, en moet dit onmiddellik deur so 'n persoon aan die Raad terugbesorg word.

8.4 'n Persoon wat die eksamen bedoel in klousule 8.6 nie slaag nie, mag nie by die Raad aansoek doen om aan hom 'n sertifikaat om haarkappery te beoefen uit te reik nie, tot tyd en wyl sodanige persoon die genoemde eksamen geslaag het.

8.5 Die Raad kan vrystelling verleen met betrekking tot enige eksamen of kursus met die doel om aan hierdie klousule te voldoen.

8.6 *Die eksamen:*

8.6.1 Die eksamen bedoel in klousule 8.1 is, in die dames- en die mansafdeling vir die volgende sertifikate.

(a) In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir oop haarkappery, die bevoegdheidsertifikaat vir oop haarkappery;

7.9.7 TH shall mean that the holder of the certificate is, or is regarded by the Council as being, a trainee hairdresser;

7.9.8 N/W shall mean that the holder of the certificate is a non-working employer, the control and management of whose establishment is vested in a person contemplated in clause 4.1.4 and whose certificate is not endorsed with the code QBE, TH or N/W.

7.10 *Erasures or alterations to registration certificates:*

The Secretary shall cancel any certificates of registration issued in terms of clause 7.2 hereof on which any erasure or alteration has been made other than by himself.

7.11 *Replacement of lost, damaged or destroyed registration certificates:*

7.11.1 If a certificate of registration referred to in clause 7.5 has been lost, damaged or destroyed, the person to whom the certificate was issued may apply to the Secretary for a duplicate certificate.

7.11.2 If the registration certificate has been damaged, the application for a duplicate certificate shall be accompanied by the damaged certificate as well as the photographs referred to in clause 7.6.1.

7.11.3 If the registration certificate has been lost or destroyed, the application for a duplicate certificate shall be accompanied by the photographs referred to in subclause 7.6.1 as well as a sworn statement setting forth the circumstances under which the certificate was lost or destroyed.

7.11.4 Each application in terms of Clause 7 shall be accompanied by a registration fee as referred to in clause 7.8 hereof.

8. TRAINING REQUIREMENTS

8.1 Subject to the provisions of clause 8.9, no person shall perform any act as a hairdresser unless such person has passed the examination contemplated in clause 8.6 and has been issued with a certificate which entitles him to practise hairdressing.

8.2 This clause shall come into operation on the date of publication of the agreement and shall apply to all hairdressers or prospective hairdressers, excluding hairdressers (qualified), who are recognised as such by the Council.

8.3 Any person who acts or intends to act as a hairdresser as from the date of publication of this Agreement shall pass the aforementioned examination within a period of 12 months from date of issue of an exemption certificate to such person entitling him to practise hairdressing, failing which, such certificate shall forthwith lapse and be of no further force or effect and shall be returned to the Council by such person immediately.

8.4 A person who fails to pass the examination contemplated in clause 8.6 may not apply to the Council for a certificate to practise hairdressing until such time as such person has passed the said examination.

8.5 The Council may grant exemption in respect of any examination or course for the purposes of compliance with this clause.

8.6 *Examination:*

8.6.1 The examination referred to in 8.1, in both the ladies' and the gentlemen's section, shall be for the following certificates:

(a) In the case of a person applying for a certificate in open hairdressing the certificate of competency in open hairdressing;

(b) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir swart haarkappery, die bevoegdheidssertifikaat vir swart haarkappery;

(c) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir algemene haarkappery, die bevoegdheidssertifikaat vir algemene haarkappery.

8.6.2 In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir manshaarkappery, is die bevoegdheidssertifikaat vir manshaarkappery soos volg:

(a) In die kategorie oop haarkappery, vir swart haarkappery en op hare wat nie super gekrul is nie;

(b) in die kategorie swart haarkappery, alleenlik vir swart haarkappery;

(c) in die kategorie algemene haarkappery, alleenlik op hare wat nie super gekrul is nie.

8.6.3 In die dames- en die unisex-afdeling moet bekwaamheid soos volg bewys word:

(a) In die kategorie oop haarkappery, vir swart haarkappery en op hare wat nie super gekrul is nie, in ontspanning, voorversagting, skeermes- en skêrsny, krul en kartel, vaste karteling, dagstyle, kleur, vry stileringsny, blaasstilerling, sonstreping en houding: Met dien verstande dat van 'n kandidaat nie verwag mag word nie om meer as die helfte van die eksamenvereistes te demonstreer op hare wat nie super gekrul is nie, en dat 'n kandidaat kan kies om enige besondere vereiste op sulke hare of in swart haarkappery te demonstreer;

(b) in die kategorie swart haarkappery vir swart haarkappery, in chemiese ontspanning (kandidate moet ook in staat wees om die druk- en krul- en/of droogblaas (warm)-metodes te beskryf); chemiese uitwerking op 'n mansmodel, stilerling van hare (vry stileringsny), stilerling deur te krul en te kartel (uitsluitende knipkrulle en vingerkarteling), krulhervorming (vaste karteling), voorversagting, semivaste kleur van hare, houding en kliëntverhoudings;

(c) in die kategorie, algemene haarkappery, op hare wat nie super gekrul is nie, in skeermes- en skêrsny, krul en kartel, vaste karteling, dagstyle, kleur, vry stileringsny, blaasstilerling, sonstreping en houding.

8.6.4 In albei afdelings en in alle kategorieë, haarkappery word van eksamenkandidate verwag om mondelinge vrae te beantwoord wat bedoel is om 'n teoretiese begrip van die grondbeginsels van haarkappery te toon.

8.6.5 'n Komitee moet deur die Raad aangestel word bestaande uit ten minste twee lede, van wie een 'n werkgewer en een 'n werknemer moet wees, wat die eksamens bedoel in klousule 8.6 moet behartig en aanbevelings aan die Raad moet maak betreffende die uitreiking van bevoegdheidssertifikate.

8.6.6 Telkens as 'n werkgewer of 'n werknemer aansoek doen om enige eksamen in klousule 8.6.1 bedoel af te lê ten einde 'n bevoegdheidssertifikaat te verwerf, moet hy saam met so 'n aansoek 'n bedrag, soos van tyd tot tyd deur die Raad voorgeskryf word, aan die Sekretaris voorlê. Die Sekretaris moet, sodra daar vyf kandidate vir die betrokke eksamen is, die applikant vra om hom aan die eksamen te onderwerp en die datum en tyd en plek van die eksamen bepaal.

8.6.7 Enige applikant wat so 'n eksamen moet aflê en wat nie opdaag op die bepaalde dag en tyd en plek nie, verbeur die eksamengeld.

8.6.8 Enige kandidaat vir 'n eksamen wat die deur die Raad aangestelde eksaminators bevredig oor sy bevoegdheid in die kategorie van haarkappery waarop die eksamen betrekking het, is geregtig om 'n bevoegdheidssertifikaat in daardie kategorie van die Raad te verkry.

(b) in the case of a person applying for a certificate in black hairdressing, the certificate of competency in black hairdressing;

(c) in the case of a person applying for a certificate in general hairdressing, the certificate of competency in general hairdressing.

8.6.2 In the case of a person applying for a certificate in gentlemen's hairdressing, the certificate of competency in gentlemen's hairdressing shall be as follows:

(a) In the open hairdressing category, in both black hair dressing and on hair which is not super curly;

(b) in the black hairdressing category, in black hairdressing only;

(c) in the general hairdressing category, only on hair which is not super curly.

8.6.3 In the ladies' and the unisex sections proficiency shall be demonstrated as follows:

(a) In the open hairdressing category, in both black hairdressing and on hair which is not super curly, in relaxing, pre-softening, razor and scissors cutting, curling and waving, permanent waving, day styling, tinting, free cutting, blow styling, highlighting and deportment: Provided that a candidate shall not be required to demonstrate more than half the examination requirements on hair which is not super curly, and may elect whether to demonstrate any particular requirement on such hair or in black hairdressing;

(b) in the black hairdressing category, in black hairdressing, in chemical relaxing (candidates shall also be able to describe the pressing and curling and/or blow drying (thermal) methods; chemical blow out on a male model, shaping hair (free cutting), styling by curling and waving (excluding pin curls and finger waving), curl reformation (permanent waving), and pre-softening, semi-permanent colouring of hair, deportment and client relations;

(c) in the general hairdressing category, on hair which is not super curly, in razor and scissors cutting, curling and waving, permanent waving, day styling, tinting, free cutting, blow styling, high-lighting and deportment.

8.6.4 In both sections and in all hairdressing categories, examination candidates shall be expected to answer oral questions aimed at showing a theoretical grasp of the fundamental principles of hairdressing.

8.6.5 A committee shall be appointed by the Council, consisting of at least two members, one of whom shall be an employer and one of whom shall be an employee, who shall conduct the examinations referred to in clause 8.6 and shall make recommendations to the Council as to the issuing of certificates of competency.

8.6.6 Whenever an employer or an employee applies to take any examination referred to in clause 8.6.1 for a certificate of competency, he shall forward together with such application a sum, as prescribed by the Council from time to time, to the Secretary, who shall, as soon as there are five candidates for the examination in question, ask the applicant to submit himself for examination and shall appoint the date and time and place for the conducting of the examination.

8.6.7 Any applicant required to take such examination who fails to attend on the appointed day and time and at the appointed place, shall forfeit the examination fee.

8.6.8 Any candidate for an examination who satisfies the examiners appointed by the Council as to his competency in the category of hairdressing to which the examination relates, shall be entitled to be issued with a certificate of competency in that category by the Council.

8.6.9 Nieteenstaande die bepalings van klousule 8.2, as die Raad eksamens vir bevoegdheidsertifikate gehou het te eniger tyd voor die datum van publikasie van hierdie Ooreenkoms, is enige sertifikaat wat voor daardie datum uitgereik is, net so geldig en doeltreffend asof dit na daardie datum uitgereik is.

8.7 Voorgeskrewe praktiese ondervinding vir die eksamen:

Geen persoon is geregtig om tot die eksamen bedoel in klousule 8.6, toegelaat te word nie, tensy hy in staat is om die Raad te bevredig dat hy—

8.7.1 in die geval van 'n kandidaat vir 'n eksamen in oop haarkapperij, drie jaar praktiese ondervinding het as 'n leerling in 'n oop salon;

8.7.2 in die geval van 'n kandidaat vir 'n eksamen in swart haarkapperij, twee jaar praktiese ondervinding het as 'n leerling in 'n swart salon;

8.7.3 in die geval van 'n kandidaat vir 'n eksamen in algemene haarkapperij, twee jaar praktiese ondervinding het as 'n leerling in 'n algemene salon.

8.8 Voorgeskrewe opvoedkundige standaard en bywoning van 'n opleidingsinrigting:

8.8.1 Geen persoon is geregtig om as 'n kandidaat toegelaat te word nie vir enige eksamen in klousule 8.6 bedoel, tensy hy in staat is om die Raad te bevredig dat hy standaard 8 geslaag het of dat hy bevoeg is en 'n erkende kursus by 'n erkende opleidingsinrigting gevolg het.

8.8.2 Enige opleidingsinrigting mag, nadat hy die Raad bevredig het dat hy—

(a) voldoende belig en geventileer is en voorsien is van 'n voldoende voorraad warm en koue lopende water;

(b) toegerus is met geglasuurde wasbakke met afvoerpipe en 'n stelsel vir die onskadelike verwydering van afvalwater;

(c) gebou is van vloer- en muurmateriaal wat die skoonhou daarvan moontlik maak;

(d) toegerus is met rakke, toebehore of ander vaste uitrusting wat gemaak is van glas, marmer of leiklip, of afgewerk is met emalje, of bedek is met sink of 'n ander duursame materiaal wat maklik skoongemaak kan word;

(e) voldoende uitgerus is met toiletbenodigdhede wat hom in staat stel om opleidingsfasiliteite van 'n redelike standaard te verskaf vir ten minste vyf studente in praktiese en teoretiese;

(f) nie gebruik word vir enige ander doel behalwe as vir 'n opleidingsinrigting nie, tensy sulke ander gebruike van die bedryf geskei is met 'n muur of mure met geen deure, vensters, openinge of ander middele van kommunikasie daarmee nie;

(g) nie gebruik word as 'n bedryf vir die verskaffing van toilet dienste nie behalwe soos na-ure verskaf word;

(h) nie deur die applikant gesamentlik met enige ander persoon gehuur word nie, met uitsondering van 'n vennoot wat by die verskaffing van opleiding in dieselfde besigheid as die applikant betrokke is;

(i) nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word nie deur die applikant gesamentlik met enige ander persoon wie se belange nie dieselfde as die belange van die applikant is nie: Met dien verstande dat dit nie in stryd met hierdie klousule is nie as die applikant 'n vennoot van enige sulke ander persoon is en hulle belang in die vennootskap nie gelyk is nie;

(j) van geskikte gekwalifiseerde opleidingspersoneel voorsien is en opleiding en onderrig verskaf van 'n standaard eweredig aan die eksamenvereistes in klousule 8.6 bedoel of enige ander vereistes;

8.6.9 Notwithstanding the provisions of clause 8.2, if the Council has conducted examinations for certificates of competency at any time prior to the date of publication of this Agreement, any certificate issued before that date shall be as valid and effectual as if it had been issued after that date.

8.7 Prescribed practical experience for examination:

No person shall be entitled to be admitted to the examination contemplated in clause 8.6 unless he is able to satisfy the Council that he has—

8.7.1 in the case of a candidate for an examination in open hairdressing, had three years' practical experience as a trainee in an open salon;

8.7.2 in the case of a candidate for an examination in black hairdressing, had two years' practical experience as a trainee in a black salon;

8.7.3 in the case of a candidate for an examination in general hairdressing, had two years' practical experience as a trainee in a general salon.

8.8 Prescribed educational standard and attendance at a training institution:

8.8.1 No person shall be entitled to be admitted as a candidate for any examination referred to in clause 8.6 unless he is able to satisfy the Council that he has passed Standard 8 or that he is competent and has attended an approved course at an approved training institution.

8.8.2 Any training institution may, on satisfying the Council that it is—

(a) adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;

(b) fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;

(c) constructed of floor and wall material which will permit its being kept clean;

(d) fitted with shelves, fittings or other fixtures which are made of glass, marble or slate, or finished with enamel, or covered with zinc or other durable material which can readily be cleaned;

(e) adequately equipped with such toilet requisites as will enable it to provide training facilities of a reasonable standard for at least five students in both practice and theory;

(f) not being used for any purpose other than as a training institution unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;

(g) not being used as an establishment for the provision of toilet services other than as provided after hours;

(h) not being leased by the applicant jointly with any other person save a partner who is engaged in the provision of training in the same business as the applicant;

(i) not being leased or to be leased or being shared or to be shared or being occupied or to be occupied by the applicant together with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner of any such other person and their interest in the partnership is not equal;

(j) staffed by suitably qualified training staff and provides training and tuition of a standard commensurate with the requirements of the examinations referred to in clause 8.6 or any other requirements;

(k) ook is vir inspeksie deur persone wat deur die Raad aangestel is met die doel om te verseker dat die standaard van die aangeleenthede bedoel in klousule 8.8.2 gehandhaaf word;

en by betaling van 'n voorgeskrewe registrasiegeld, by die Raad geregistreer word as 'n erkende opleidingsinrigting vir so lank as wat dit aan klousule 8.8.2 voldoen, en die opleidingskursusse wat deur enige sodanige opleidingsinrigting aangebied word vir die doel van die eksamen bedoel in klousule 8.6, moet kursusse wees wat deur die Raad goedgekeur is.

8.8.3 Elke opleidingsinrigting wat by die Raad aansoek doen om registrasie soos in klousule 8.8.2 bedoel, moet hom kontraktueel bind aan die Raad op so 'n wyse dat geen sodanige inrigting—

(a) sonder om die voorafgaande toestemming van die Raad te verkry, dit sal bewerkstellig of toelaat dat enige opleidingsinrigting of enige gedeelte daarvan waarin opleiding geskied, verhuur of onderverhuur of beset word deur enige persoon met die doel dat so 'n persoon betrokke raak by enige werk wat direk of indirek verband hou met die Haarkappersbedryf of die verskaffing van toilet dienste, welke toestemming van die Raad na goeie dinke gegee of weerhou kan word, en sonder om enige rede daarvoor te verstrek;

(b) met die oog op wins enige toilet dienste sal verrig of verskaf in of vanuit die opleidingsinrigting behalwe in die loop van opleiding;

(c) sonder om die voorafgaande toestemming van die Raad te verkry, in enige advertensie voorstel of insinueer dat sodanige opleidingsinrigting of enige van sy kursusse direk of indirek goedgekeur is deur die Raad en/of die werkgewers organisasie en/of die vakvereniging. Wanneer volgens die Raad se mening enige reklamemateriaal, wat deur die opleidingsinrigting laat publiseer is of toegelaat is om gepubliseer te word, strydig is met die gees van hierdie bepalings, kan die Raad, nadat hy die betrokke opleidingsinrigting 'n geleentheid gegun het om sy saak te verduidelik, die registrasie van sodanige inrigting opskort of kanselleer, of vir 'n spesifieke tydperk of permanent.

8.8.4 Nieteenstaande die bepalings van klousule 8.8.2 kan die Raad enige opleidingsinrigting as 'n erkende opleidingsinrigting aandui en enige kursus wat deur sodanige inrigting aangebied word, as 'n goedgekeurde opleidingskursus aandui. Geen opvoedkundige inrigting soos omskryf in die WMO word verplig om die registrasiegeld in klousule 8.8.2 bedoel, te betaal nie.

8.9 Vrystellings:

8.9.1 'n Haarkapper (gekwalfiseerd) is nie onderhewig aan die bepalings van klousules 8.6, 8.7 en 8.8 nie, maar die Raad kan bewyse tot die Raad se tevredenheid vereis dat hy 'n haarkapper (gekwalfiseerd) is.

8.9.2 Die Raad kan, op aansoek en om goeie redes, enige persoon vrystel van die bepalings van klousules 8.6, 8.7 en 8.8.

9. WERKSEKERHEID

9.1 Geen werkgewer mag enige werknemer as 'n haarkapper in diens neem nie behalwe ooreenkomstig hierdie Ooreenkoms.

9.2 'n Werkgewer mag nie toilet dienste in 'n bedryfsinrigting verskaf nie, en mag nie verwag of toelaat dat enige persoon dit verskaf nie, tensy so 'n werkgewer of persoon 'n gekwalfiseerde haarkapper, 'n vakleerling, 'n minderjarige, 'n leerlinghaarkapper, 'n sjampoeis of 'n manikuris en/of 'n skoonheidskundige is.

9.3 Die enigste werk of toilet dienste wat uitgevoer of verskaf mag word in 'n bedryfsinrigting deur—

9.3.1 'n manikuris en/of 'n skoonheidskundige, moet wees soos in klousule 3.1.22 uiteengesit is;

(k) open to inspection by persons appointed by the Council with the object of ensuring that the standard of the matters referred to in clause 8.8.2 is being maintained;

and on payment of a prescribed registration fee, be registered by the Council as an approved training institution for as long as it complies with clause 8.8.2, and the training courses offered by any such training institution for the purposes of the examination intended in clause 8.6 shall be courses approved by the Council.

8.8.3 Every training institution which applies to the Council for registration as contemplated in clause 8.8.2 shall contractually bind itself to the Council in such a manner that no such institution shall—

(a) without obtaining the prior consent of the Council, cause or permit any training institution or any part thereof in which training is conducted to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing Trade or the provision of toilet services, which consent of the Council may be given or withheld in its discretion, and without giving any reason therefor;

(b) for the acquisition of gain perform or provide any toilet services in or from the training institution other than in the course of training;

(c) without the prior approval of the Council in any advertising suggest or imply that such training institution or any of its courses are directly or indirectly approved by the Council and/or the employer's organisation and/or the trade union. If in the opinion of the Council any advertising material caused or permitted to be published by the training institution is repugnant to the tenor and spirit of these regulations the Council may, after affording the training institution concerned an opportunity to explain its case, suspend or cancel the registration of such institution either for a specified period or permanently.

8.8.4 Notwithstanding the provisions of clause 8.8.2, the Council may designate any training institution as an approved training institution and any course offered by such institution as an approved training course. No educational institution as defined in the MTA shall be required to pay the registration fee contemplated in clause 8.8.2.

8.9 Exemptions:

8.9.1 A hairdresser (qualified) shall not be subject to the provisions of clause 8.6, 8.7 and 8.8, but the Council may require proof to its satisfaction that he is a hairdresser (qualified).

8.9.2 The Council may on application and for good cause exempt any person from the provisions of clause 8.6, 8.7 and 8.8.

9. SECURITY OF EMPLOYMENT

9.1 No employer shall employ any employee as a hairdresser other than as permitted by this Agreement.

9.2 An employer shall not render toilet services in an establishment and shall not require or permit any person to render such services unless such employer or person is a certificated hairdresser, an apprentice, a minor, a trainee hairdresser, a shampooist or a manicurist and/or beauty culturist.

9.3 The only work or toilet services which may be performed or provided in an establishment by—

9.3.1 a manicurist and/or a beauty culturist, shall be that referred to in clause 3.1.22;

9.3.2 'n sjampoeis, moet wees soos in klousule 3.1.36 uiteengesit is;

9.3.3 'n algemene assistent, moet wees soos in klousule 3.1.14 uiteengesit is;

9.3.4 'n ontvangsdame en/of telefoniste, moet wees soos in klousule 3.1.33 uiteengesit is.

9.4 Behalwe in die mate soos in klousule 9.5 bepaal, mag geen werkgewer 'n leerlinghaarkapper in diens neem nie, behalwe volgens 'n opleidingskontrak van twee jaar vir die kategorie swart of algemene haarkappery, en drie jaar vir die kategorie oop haarkappery, wat—

9.4.1 nie geldig is nie tensy dit skriftelik en persoonlik geteken is deur die werkgewer en die werknemer;

9.4.2 in die vorm is wat in Bylae F voorgeskryf word;

9.4.3 gesluit moet word binne 14 dae vanaf die aanvangsdatum van die betrokke werknemer se diens en wat per geregistreerde pos aan die Sekretaris van die Raad besorg moet word vir registrasie binne 14 dae vanaf die datum waarop dit gesluit is;

9.4.4 op aansoek by die Raad en om goeie redes deur die Raad verleng kan word op die bedinge en voorwaardes wat die Raad goedvind.

9.5 Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet enige werknemer wat sou kwalifiseer om 'n leerlinghaarkapper te wees as dit nie was vir die feit dat daar geen opleidingskontrak soos in klousule 9.4 bedoel bestaan nie, as daardie werknemer ononderbroke in die Haarkappersbedryf in diens was vir 'n tydperk van 12 maande vrygestel word van die vereistes vir 'n sertifikaat om haarkappery te beoefen in enige kategorie, en sodanige werknemer en sy werkgewer moet daarna onverwyld aan die bepalings van klousule 9.4 voldoen.

9.6 'n Werkgewer en/of werknemer en/of voornemende werknemer mag nie 'n premie vir die opleiding van enige persoon in toilet dienste eis of aanvaar nie, en 'n werknemer mag dit nie gee of betaal nie: Met dien verstande dat niks hierin vervat van toepassing is met betrekking tot 'n opleidingskema of opleidingsheffings waartoe die werkgewer wetlik moet bydra nie.

9.7 'n Werkgewer mag niemand onder die ouderdom van 16 jaar in diens neem nie, en geen minderjarige mag in enige hoedanigheid hoegenaamd in diens geneem word nie, behalwe vir die proeftyd ooreenkomstig die bepalings van die WMO in die Bedryf en teen die loonskaal soos in hierdie Ooreenkoms voorgeskryf.

9.8 Los werknemers mag in diens geneem word slegs om werknemers of werkende werkgewers of vennote te vervang wat tydelik afwesig of met siekteverlof of geleentheidsverlof is.

9.9 Deeltydse werk, behalwe soos in klousule 9.8 bepaal, word nie sonder vrystelling van die Raad toegelaat nie.

9.10 Indien 'n vakleerling 'n kwalifiserende vakoets slaag met die gevolg dat sy vakleerlingkontrak ooreenkomstig die WMO/ITB as beëindig beskou word, word so 'n werknemer 'n haarkapper (gekwalifiseerd).

9.11 Geen werkgewer mag 'n haarkapper in diens neem nie sonder dat daardie haarkapper 'n geldige sertifikaat om haarkappery te beoefen aan hom toon.

9.12 Die sertifikaat om haarkappery te beoefen van elke haarkapper in 'n bedryfsinrigting moet op 'n opvallende plek daarin vertoon word.

9.13 Die registrasiebewys bedoel in klousule 5.8 moet op 'n opvallende plek in die bedryfsinrigting waarop dit betrekking het, vertoon word.

9.14 Elke werkgewer moet maandeliks, op die vorm voorgeskryf in Bylae A, die volle name weergee van alle persone in diens, insluitende minderjariges en vakleerlinge.

9.3.2 a shampooist, shall be that referred to in clause 3.1.36;

9.3.3 a general assistant, shall be that referred to in clause 3.1.14;

9.3.4 a receptionist and/or telephonist, shall be that referred to in clause 3.1.33.

9.4 Save to the extent provided in clause 9.5, no employer shall employ a trainee hairdresser except under a training contract, which shall be for two years in the black or general hairdressing category and for three years in the open hairdressing category and which—

9.4.1 shall not be valid unless it is in writing and signed personally by the employer and the employee;

9.4.2 shall be in the form prescribed in Annexure F hereto;

9.4.3 shall be concluded within 14 days from the date of commencement of employment of the employee concerned and shall be forwarded to the Secretary of the Council under registered cover for registration within 14 days from the date of its conclusion;

9.4.4 may on application to the Council and for good cause shown be extended by the Council upon such terms and conditions as the Council may deem fit.

9.5 At the date of the coming into force of this Agreement any employee who would qualify to be a trainee hairdresser but for the fact that no such training contract exists as is referred to in clause 9.4, if that employee has been continuously employed in the Hairdressing Trade for a period of 12 months, shall be exempt from the requirements for a certificate to practise hairdressing in any category, and such employee and his employer shall forthwith thereafter comply with the provisions of clause 9.4.

9.6 An employer and/or employee and/or prospective employee shall not require or accept, and an employee shall not give or pay, a premium for the training of any person in toilet services: Provided that nothing herein contain shall apply in respect of a training scheme or training levies to which the employer is legally required to contribute.

9.7 An employer shall not employ any person under the age of 16 years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the MTA in the Trade and at the rate of wages prescribed.

9.8 Casual employees shall only be employed to replace employees or working employers or partners who are temporarily absent or absent on sick or occasional leave.

9.9 Part-time employment, save as provided in clause 9.8, shall not be permitted without an exemption from the Council.

9.10 Should an apprentice pass a qualifying trade test and his contract of apprenticeship in consequence, in terms of the MTA/ITB, be deemed to have been terminated, such an employee becomes a hairdresser (qualified).

9.11 No employer shall employ a hairdresser without the production to him by that hairdresser of a valid certificate to practise hairdressing.

9.12 The certificate to practise hairdressing of every hairdresser in an establishment shall be prominently displayed therein.

9.13 The registration certificate referred to in clause 5.8 shall be prominently displayed in the establishment to which it relates.

9.14 Every employer shall disclose on the form prescribed in Annexure A hereto, monthly, the full names of all persons employed, including minors and apprentices.

9.15 Elke werkgewer moet op die voorgeskrewe maandelikse opgawe enige werknemerindiensnemings en/of diensbeëindigings toon.

9.15.1 Totdat sulke mededelings gemaak is, bly die werkgewer verantwoordelik vir alle betalings aan die Raad soos in die Ooreenkoms gespesifiseer of soos in die opgawe vervat.

9.15.2 Sulke mededelings moet op die maandelikse opgawevorm gemaak word van die maand onmiddellik voor sodanige werknemersverandering, skriftelik aan die Sekretaris van die Nywerheidsraad, Posbus 2182, Durban, 4000, binne sewe dae vandat enige sulke werknemersveranderinge plaasgevind het.

9.16 Niteenstaande die bepalings van klousule 9.10 en vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, mag niemand wat nie dan as 'n sjampoeis in diens is nie, as 'n sjampoeis deur enige werkgewer in diens geneem word nie tensy so 'n persoon vir ten minste een jaar in die onmiddellik voorafgaande drie jaar ononderbroke as 'n sjampoeis in diens was en daardie feit bevestig word deur die Raad se rekords. 'n Sertifikaat onderteken deur die dienende Sekretaris van die Raad, of sy behoorlik gemagtigde afgevaardigde, wat die tydperk weergee van hoe lank elke persoon as 'n sjampoeis in diens was volgens die rekords van die Raad, is afdoende bewys van die feite wat daarin weergegee word en dit is nie nodig om die hoedanigheid van die ondertekenaar van so 'n sertifikaat te bewys nie.

10. KOMMISSIE-OOREENKOMS

10.1 'n Werkgewer mag met sy werknemer ooreenkoms, benewens oor die voorgeskrewe loon vir so 'n werknemer volgens klousule 11, oor die kommissie op die waarde van die werk wat verrig is en/of verkope van toiletbenodigdhede deur so 'n werknemer (hierna 'n "kommissie-ooreenkoms" genoem).

10.2 Geen kommissie-ooreenkoms wat aangegaan is na die inwerkingtreding van hierdie Ooreenkoms is geldig nie tensy dit op skrif en persoonlik deur die werkgewer en die werknemer geteken is. 'n Kommissie-ooreenkoms moet die volgende besonderhede insluit:

10.2.1 Die identiteit van die partye en die basiese loon waaroor ooreengekom is, in die geval waar so 'n basiese loon hoër as die voorgeskrewe loon is;

10.2.2 die kommissiekoers waarop ooreengekom is en die voorwaardes van geregtigheid;

10.2.3 die dag van die week of maand wanneer die kommissie wat verdien is, verskuldig en betaalbaar is;

10.2.4 die kennisgewingtydperk, wat nie minder as een week mag wees nie en wat skriftelik gedoen moet word, wat deur die werkgewer of sy werknemer gegee moet word vir die kansellering of die onderhandeling van die wysiging van die voorwaardes waaronder die kommissie betaalbaar is.

Kommissie wat betaalbaar is ooreenkomstig hierdie klousule, moet in die loonboek op dieselfde wyse aange-teken word as lone wat betaalbaar is ooreenkomstig klousule 11.

10.2.5 So 'n kommissie-ooreenkoms moet deur die betrokke partye voor twee getuies geteken word, binne 30 dae vanaf aanvang van diens.

10.3 Elke werkgewer moet binne drie dae vandat hy versoek word om dit te doen—

(a) deur 'n werknemer wat 'n kommissie-ooreenkoms aangegaan het met so 'n werkgewer;

(b) deur die Sekretaris of 'n agent van die Raad, aan enige sodanige persoon wat dit versoek, 'n kopie daarvan verskaf.

9.15 Every employer shall disclose on the prescribed monthly return any employee engagements and/or terminations of service.

9.15.1 Until such disclosures are made the employer shall remain liable for all Council dues as specified in the Agreement or as contained in the return.

9.15.2 Such disclosures shall be made on the monthly return form of the month immediately preceding such employee changes or in writing to the Secretary of the Council, P.O. Box 2182, Durban, 4000, within seven days of any such employee changes taking place.

9.16 Notwithstanding the provisions of clause 9.10 and from date of the coming into operation of this Agreement, no one who is not at the time employed as a shampooist by any employer shall be employed as a shampooist by any employer, unless such person has for at least one year in the immediately preceding three years been in continuous employment as a shampooist and that fact is vouched for by the records of the Council. A certificate under the hand of the Secretary, for the time being, of the Council or his duly authorised deputy, stating the length of time during which any person has been employed as a shampooist according to the records of the Council, shall be conclusive proof of the facts stated therein and it shall not be necessary to prove the capacity of the signatory of such certificate.

10. COMMISSION AGREEMENT

10.1 An employer may agree with his employee, in addition to the wage prescribed for such employee in clause 11, commission on the value of work performed and/or sales of toilet requisites by such employee (hereinafter called a "commission agreement").

10.2 No commission agreement entered into after the coming into operation of this Agreement shall be valid unless it is in writing and is signed by the employer and the employee personally. A commission agreement shall contain the following particulars:

10.2.1 The identity of the parties and the basic wage agreed upon, in the event of such basic wage being higher than the prescribed wage;

10.2.2 the rate of commission agreed upon and the conditions of entitlement;

10.2.3 the day of the week or month when commission earned is due and payable;

10.2.4 the period of notice, which shall not be less than one week and shall be in writing, to be given by the employer or his employee in order to cancel or to negotiate for the alteration of the conditions on which the commission is payable.

Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 11.

10.2.5 Such commission agreement shall be signed by the parties thereto before two witnesses within 30 days from commencement of employment.

10.3 Every employer shall within three days of being requested to do so—

(a) by an employee who has entered into a commission agreement with such employer;

(b) by the Secretary or an agent of the Council, supply any such person so requesting it with a copy thereof.

10.4 'n Kommissie-ooreenkoms mag in die vorm soos uiteengesit in Bylae G wees, of in 'n vorm wat wesenlik dieselfde is.

11. BETALING VAN LONE

11.1 Geen lone laer as die onderstaande mag deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie:

KODE	QET—	Voltooid vakleerlingkontrak (tydsverloop).
	COTT—	Vorige vaktoets—Vaktoetssertifikaat.
	CC—	Raadbevoegdheidsertifikaat.
	MC—	Meestersertifikaat.
	COH—	Sertifikaat vir oop haarkappery.
	CE—	Vrygestel deur Raad—Raadvrystelling.
	TH—	Leerlinghaarkapper.
	NW—	Nie-werkende werkgever.

* Behoudens 'n bywoningstoelae van R15 per maand.

Werknemer	Loon per maand
Haarkapper (gekwalfiseerd) met kode QET, CC of COH:	
Eerste jaar na kwalifikasie	720,00
Daarna	840,00
Haarkapper (gekwalfiseerd) met kode COTT of MC:	
Eerste jaar na kwalifikasie	780,00
Daarna	960,00
Haarkapper met sertifikaat om haarkappery te beoefen, kode CE:	
Gedurende eerste jaar:	
Oop haarkappery	630,00
Swart haarkappery	600,00
Algemene haarkappery	600,00
Daarna:	
Oop haarkappery	700,00
Swart haarkappery	630,00
Algemene haarkappery	630,00
Leerlinghaarkapper met kode TH:	
Eerste jaar	360,00
Tweede jaar	420,00
Derde jaar	480,00
Manikuris en/of skoonheidskundige:	
Eerste ses maande ondervinding	360,00
Tweede ses maande ondervinding	420,00
Daarna	540,00
Ontvangsdame en/of telefoniste	575,00
Sjampoeis*	
Eerste jaar: As 'n leerling	345,00
Daarna	465,00
Algemene assistent	360,00
Los werknemer	Per dag 37,00

NOTA: 'n Leerlinghaarkapper is nie 'n vakleerling nie, maar is iemand bo die ouderdom van 21 jaar wat nie 'n vakleerlingkontrak ooreenkomstig die WMO/ITB aangegaan het nie.

Deeltydse werknemer: 60 persent van die gespesifiseerde bedrag vir die kategorie waarin die werknemer werksaam is.

11.2 Bywoningstoelae:

Aan elke sjampoeis en elke leerlingsjampoeis moet daar 'n bywoningstoelae van R15 per maand betaal word vir elke maand wat die werknemer nie van die werk afwesig was nie. Hierdie toelae moet saam met sy ander besoldiging betaal word en is nie van toepassing op oortydwerk nie: Met dien verstande dat indien so 'n werknemer nie die volle aantal ure, soos voorgeskryf in die Ooreenkoms, werk nie, die toelae nie vir enige aantal ure gewerk betaal moet word nie.

10.4 A commission agreement may be in the form set out in Annexure G hereto or in a substantially similar form.

11. PAYMENT OF WAGES

11.1 No employer shall pay and no employee shall accept wages at rates lower than the following:

CODE	QET—	Completed contract of apprenticeship (effluxation time).
	COTT—	Passed trade test—Certificate of trade test.
	CC—	Council certificate of competency.
	MC—	Master certificate.
	COH—	Certificate in open hairdressing.
	CE—	Exempted by Council—Council exemption.
	TH—	Trainee hairdresser.
	NW—	Non-working employer.

* Subject to attendance allowance of R15 per month.

Employee	Wage per month
Hairdresser (qualified) with code QET, CC or COH:	
First year after qualifying	720,00
Thereafter	840,00
Hairdresser (qualified) with code COTT or MC:	
First year after qualifying	780,00
Thereafter	960,00
Hairdresser with certificate to practice hairdressing, code CE:	
During first year:	
Open hairdressing	630,00
Black hairdressing	600,00
General hairdressing	600,00
Thereafter:	
Open hairdressing	700,00
Black hairdressing	630,00
General hairdressing	630,00
Trainee hairdresser with code TH:	
First year	360,00
Second year	420,00
Third year	480,00
Manicurist and/or beauty culturist:	
First six months of experience	360,00
Second six months of experience	420,00
Thereafter	540,00
Receptionist and/or telephonist	575,00
Shampooist*	
First year: As a learner	345,00
Thereafter	465,00
General assistant	360,00
Casual employee	Per day 37,00

NOTE: A trainee does not mean an apprentice. A trainee is someone over 21 years of age who does not have an apprenticeship contract in terms of the MTA/ITB.

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

11.2 Attendance allowance:

Every shampooist and every learner shampooist shall be paid an attendance allowance of R15 per month for every month during which the employee was not absent from work. This allowance shall be paid at the same time as his other remuneration is paid and is not applicable to overtime: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked.

11.3 Betaling van besoldiging:

Besoldiging moet weekliks of maandeliks betaal word, na gelang van die geval. Lone wat weekliks betaal word, moet op die Saterdag van elke week nie later as 12:00 betaal word nie. As 'n werknemer maandeliks betaal word, moet so 'n werknemer enige besoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, op die laaste dag van elke maand betaal word nie later nie as 17:30 of nie later nie as 12:00 uur in die geval waar so 'n laaste dag op 'n Saterdag val: Met dien verstande dat, sou so 'n dag van 'n bepaalde maand nie 'n besigheidsdag wees nie, sulke lone op die besigheidsdag onmiddellik voor so 'n dag betaal moet word.

11.3.1 Wanneer 'n werknemer se diens voor die gebruikelike betaaldag eindig, moet lone onmiddellik met sulke beëindiging betaal word. Alle verskuldigde verdienste moet in 'n geslote koevert geplaas word, en betaling moet soos volg geskied:

(a) Elke werknemer moet 'n staat gegee word wat sy totale besoldiging, betaling vir gewone tyd en oortyd, kommissietoelae en elke aftrekking aandui. 'n Los werknemer moet die besoldiging, wat hom toekom, met die beëindiging van elke dienskontrak betaal word.

(b) Betaling van lone moet geskied op die plek waar die werknemer werklik betrokke of werksaam is ten tyde van loonbetaling.

11.3.2 Niks in klousule 11.1 mag 'n vermindering van die loon teweegbring wat 'n werknemer ontvang het op die datum van inwerkingtreding van hierdie Ooreenkoms terwyl so 'n werknemer by dieselfde werkgever in diens bly.

11.4 Gemagtigde aftrekkings:

Hoegenaamd geen aftrekkings mag gemaak word van die bedrag wat 'n werknemer toekom nie, buiten die volgende:

11.4.1 Behalwe soos bepaal in klousule 14, wanneer 'n werknemer van die werk afwesig nie in opdrag of op versoek van sy werkgever nie, 'n *pro rata*-bedrag vir die tydperk van sulke afwesigheid.

11.4.2 Bydraes tot die Raad se fondse ooreenkomstig klousule 17.1 van hierdie Ooreenkoms.

11.4.3 Enige bedrag wat 'n werkgever ooreenkomstig enige wet of op las van enige bevoegde hof wettig mag of moet aftrek.

11.4.4 Ledegelde en heffings aan die Natalse Tak van die South African Hairdressers' Employees' Industrial Union.

11.5 Sonder benadeling van klousules 9.1 en 9.2 moet enige persoon wat in stryd met hierdie Ooreenkoms as haarkapper by 'n werkgever in diens is, deur daardie werkgever die lone betaal word waartoe 'n haarkapper (gekwalifiseerd) geregtig is en so 'n werknemer moet as 'n haarkapper (gekwalifiseerd) beskou word.

11.6. Telkens as 'n voorskot of lening op versoek van die werknemer deur die werkgever gegee word, mag die werkgever, by ontvangs van 'n aftrekorder wat deur die werknemer geteken is, gepaste bedrae aftrek van sy daaropvolgende lone of verdienste, maar geen enkele aftrekking mag 15 persent van die besoldiging waarvan dit afgetrek word, oorskry nie. As die dienste van enige werknemer beëindig word, om welke rede ook al, voordat die lening of voorskot ten volle terugbetaal is, is die werkgever geregtig om die verskuldigde bedrag van sy lone of verdienste te verhaal: Met dien verstande dat 'n werknemer wat benadeel voel deur die toepassing van hierdie klousule op hom, by die Raad mag appelleer teen so 'n besluit en die Raad mag, nadat hy so 'n besluit oorweeg het, daardie besluit bevestig of 'n ander besluit gee soos wat na sy mening gegee moes gewees het in sodanige geval.

11.3 Payment of remuneration:

Remuneration shall be paid weekly or monthly, as the case may be. Wages paid weekly shall be paid on the Saturday of each week and not later than 12:00. Where an employee is paid monthly, such employee shall be paid any remuneration due in terms of this Agreement on the last day of each month and not later than 17:30, or not later than 12:00 in the event of such last day being on a Saturday: Provided that should such day of that particular month be other than a business day, such wages shall be paid on the business day immediately preceding such day.

11.3.1 Where an employee's service terminates before the usual pay-day, wages shall be paid immediately on such termination. All earnings due shall be placed in a sealed envelope, and payment shall be effected as follows:

(a) Every employee shall be given a statement of payment showing his total remuneration, ordinary time and overtime payment, commission allowances and each deduction. A casual employee shall be paid the remuneration due to him upon termination of each contract of employment.

(b) Payment of wages shall be made at the place where the employee is actually engaged or employed at the time of the payment of the wages.

11.3.2 Nothing contained in clause 11.1 shall operate to permit a reduction in the wage an employee was receiving at the date of the coming into operation of this Agreement while such employee remains in the employ of the same employer.

11.4 Authorised deductions:

No deductions of any description other than the following may be made from the amount due to an employee:

11.4.1 Save as provided in clause 14, where an employee is absent from work other than on the instructions or at the request of his employer, a *pro rata* amount for the period of such absence.

11.4.2 Contributions to Council funds in terms of clause 17.1 of this Agreement.

11.4.3 A deduction of any amount which an employer is legally, in terms of any Act or by order of any competent Court, required or permitted to make.

11.4.4 Subscriptions and levies to the Natal Branch of the South African Hairdresser's Employee's Industrial Union.

11.5 Without prejudice to clause 9.1 and 9.2 any person employed by an employer as a hairdresser in contravention of this Agreement shall be paid by that employer the wages to which a hairdresser (qualified) is entitled and such employee shall be deemed to be a hairdresser (qualified).

11.6 Whenever an advance or loan is made by the employer at the request of the employee, the employer may, on receipt of a stop order signed by the employee, make suitable deductions from his subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it is deducted. If the services of any employee are terminated, for any reason, before the loan or advance has been repaid in full, the employer shall be entitled to recover the amount owing from his wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision and the Council may, after considering any such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

12. WERKURE EN BETALING VIR OORTYD EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE

12.1 Geen werkgewer mag werk, of van 'n werknemer vereis of hom toelaat om te werk, vir meer as 46 uur gedurende enige week van ses werkdag nie, behalwe soos in klousule 12.9 hiervan bepaal.

12.2 Die werkdag en gewone daaglikse werkure moet volgens die onderstaande skedule wees, met 'n pouse van een uur vir middagete wat tussen 11:30 en 14:30 op Maandag tot en met Vrydag geneem moet word: Met dien verstande dat 'n werkgewer nie van 'n werknemer mag vereis of hom mag toelaat om op enige dag meer as vyf uur ononderbroke te werk nie sonder 'n pouse van ten minste een uur, waartydens geen werk verrig mag word nie, en so 'n pouse mag nie as deel van die gewone werkure beskou word nie.

12.3 Enige tydperk van werk wat onderbreek word deur pouses van minder as een uur, moet as ononderbroke beskou word.

SKEDULE

Maandag, Dinsdag, Woensdag, Donderdag, Vrydag: Werkure mag nie agt in 'n 24-uurtydperk oorskry nie.

Saterdag: Werkure mag nie ses in 'n 24-uurtydperk oorskry nie.

12.4 Werkure moet agtereenvolgend wees:

Alle werkure van 'n werknemer moet agtereenvolgend wees, behalwe etenspouses.

12.5 Alle werknemers moet 'n pouse van ten minste een uur vir etenstyd vir elke werkdag toegelaat word: Met dien verstande dat in plaas van 'n etenspouse, 'n werkgewer en sy werknemer mag ooreenkom dat die werknemer die tyd sal afneem soos wat wedersyds aanvaarbaar is, en sulke tyd moet as gewone werkure beskou word.

12.6 Nieteenstaande klousule 12.5, in die geval waar 'n openbare vakansiedag gedurende die week voorkom, mag alle opgelope tyd kragtens klousule 12.5 soos volg geneem word:

12.6.1 Die werknemer kan teen die voorgeskrewe oortydloon betaal word vir alle ure wat kragtens klousule 12.6 gewerk is.

12.6.2 Die werknemer kan normale etenspouses neem van ten minste een uur per dag.

12.7 Geen werknemer mag enige haarkapperswerk buite die ure in klousule 12.3 bepaal, onderneem of uitvoer nie.

12.8 Ingesluit in die werkure van 'n werknemer wat 'n leerlinghaarkapper is, is enige tyd wat hy van die werk afwesig is vir die doel van—

(a) bywoning, soos deur die Raad vereis word, van 'n opleidingsinrigting goedgekeur deur die Raad;

(b) bywoning van enige eksamen deur die Raad aangewys, as sulke bywoning val op 'n dag wat nie 'n Sondag of openbare vakansiedag is nie.

12.9 Oortyd:

Alle ure wat meer as die gewone weeklikse ure, soos in die bogemelde Skedule voorgeskryf, gewerk is, moet as oortyd beskou word, en enige gedeelte van 'n uur moet as een uur beskou word.

12.9.1 *Betaling vir alle oortyd gewerk insluitende werk op Sondag en/of openbare vakansiedag:* 'n Werkgewer moet sy werknemer, ten opsigte van elke uur oortyd gewerk deur so 'n werknemer, betaal teen 'n koers van die minder nie as een en 'n halwe (1,5) keer sy voorgeskrewe basiese uurloon. Sodanige uurloon moet soos volg bereken word:

Stap 1:

Voorgeskrewe maandelikse basiese loon gedeel deur 4 en 'n derde (4,33):

= Voorgeskrewe Basiese Loon

4,33

= Voorgeskrewe weekloon.

12. HOURS OF WORK AND PAYMENT FOR OVERTIME AND WORK ON SUNDAYS AND PUBLIC HOLIDAYS

12.1 No employer shall work nor shall an employer require or permit an employee to work for more than 46 hours during any week of six working days, other than as provided in clause 12.9 below.

12.2 The working days and ordinary daily hours of work shall be in accordance with the schedule below, with an interval of one hour for lunch to be taken between 11:30 and 14:30 on Mondays to Fridays (inclusive): Provided that an employer shall not require or permit an employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work.

12.3 Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.

SCHEDULE

Mondays, Tuesday, Wednesdays, Thursdays, Fridays: Hours of work not to exceed eight in a 24-hour period.

Saturdays: Hours of work not to exceed six in a 24-hour period.

12.4 Hours of work to be consecutive:

All hours of work of an employee shall be consecutive except for meal intervals.

12.5 All employees shall be allowed an interval of at least one hour for a meal on all working days: Provided that in lieu of the meal intervals an employer and his employee may agree that the employee will take the time off at a mutually acceptable time. Such time off will be deemed to be ordinary hours worked.

12.6 Notwithstanding clause 12.5, in the event of a public holiday falling during the week, all accumulated time in terms of clause 12.5 may be taken as follows:

12.6.1 The employee may be paid at the prescribed overtime rate for all hours worked in terms of clause 12.6.

12.6.2 The employee may take normal meal intervals of at least one hour per day.

12.7 No employee shall undertake or perform any hair-dressing work outside the hours laid down in clause 12.3.

12.8 Included in the hours of work of an employee who is a trainee hairdresser shall be any time away from work for the purposes of—

(a) attendance required by the Council at a training institution approved by the Council;

(b) attendance at any examination as directed by the Council, if such attendance falls on a day other than a Sunday or public holiday.

12.9 Overtime:

All hours worked in excess of the ordinary weekly hours prescribed in the above Schedule shall be deemed to be overtime and any part of an hour shall be deemed to be one hour.

12.9.1 *Payment for all overtime worked, including work on a Sunday and/or public holidays:* An employer shall pay his employee in respect of each hour of overtime worked by such employee at a rate of not less than one and a half (1,5) times his prescribed basic hourly rate. Such hourly rate to be calculated as follows:

Step 1:

Prescribed monthly basic rate divided by 4 and 1 third (4,33):

= Prescribed Basic Rate

4,33

= Prescribed weekly wage.

Step 2:

Voorgeskrewe weekloon gedeel deur 46:

= Voorgeskrewe Weeklikse Loon

46

= Uurloon.

Step 3:

Totale oortydure gewerk $\times 1,5 \times$ uurloon:

= Oortydloon.

12.10 Openbare vakansiedae:

Telkens as 'n werkgewer van 'n werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet die werkgewer, behalwe soos in klousule 14 (2) bepaal, sy werknemer, bo en behalwe sy gewone loon, betaal ten opsigte van elke uur deur so 'n werknemer gewerk, teen 'n koers van nie minder nie as een en 'n halwe keer sy gewone uurloon.

12.11 Nieteenstaande die bepalings van klousule 12.9, wanneer in een week 'n werknemer van die werk afwesig is tydens enige of alle gewone werkure soos in klousule 12.2 hiervan voorgeskrif, moet sulke gewone ure wat nie deur die werknemer gewerk is nie, van die voorgeskrewe basiese loon of enige oortydure wat gewerk is afgetrek word, en die ure wat so afgetrek word, moet teen die werknemer se gewone loon bereken word: Met dien verstande dat—

(a) as die aantal gewone werkure wat die werknemer afwesig is in een week, meer is as die aantal oortydure wat gewerk is, al sulke oortydure teen die werknemer se gewone uurloon betaal moet word;

(b) vir die doel van paragraaf (a) hiervan enige oortyd wat op 'n Saterdag, Sondag en/of openbare vakansiedag gewerk is, as ingesluit beskou word;

(c) wanneer 'n werknemer van die werk afwesig is met die toestemming van sy werkgewer of afwesig is weens siekte, die bepalings van hierdie subklousule nie van toepassing is nie en in so 'n geval moet die oortydure wat gewerk is, teen die voorgeskrewe oortydloon betaal word: Met dien verstande dat 'n werkgewer 'n mediese sertifikaat van 'n werknemer mag vereis as bewys van sy rede vir afwesigheid;

(d) enige werknemer wat hom veronreg voel deur die toepassing van enige van die bepalings van subklousule 12.11 op hom, by die Raad kan appelleer teen die besluit wat die werkgewer op hom toegepas het, en die Raad mag, nadat hy enige redes oorweeg het wat vir so 'n besluit ingelewer is, 'n besluit gee wat na sy mening gegee moes gewees het in sodanige geval.

12.12 Beperking van oortyd:

12.12.1 Geen werkgewer mag 'n werknemer toelaat om meer as 10 uur oortyd in een week te werk nie.

12.12.2 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe as hy—

(a) aan so 'n werknemer voldoende kennis daarvan gegee het;

(b) so 'n werknemer voldoende tyd gegun het om 'n maaltyd te geniet voordat met sodanige oortyd begin word.

13. TYD EN LOONREGISTER

13.1 Ingevolge artikel 57 (1) van die Wet moet elke werkgewer, met betrekking tot alle persone by hom in diens, te alle tye aantekeninge hou van alle—

- (a) lone betaal;
- (b) kommissie betaal;
- (c) tyd gewerk;
- (d) oortyd gewerk; en
- (e) aftrekkings.

Step 2:

Prescribed weekly wage divided by 46:

= Prescribed Weekly Wage

46

= hourly rate

Step 3:

Total overtime hours worked $\times 1,5 \times$ hourly rate:

= overtime rate.

12.10 Public holidays:

Whenever an employer requires or permits an employee to work on a public holiday he shall, save as provided in clause 14 (2), in addition to his ordinary wages, pay for each hour worked by such employee, at a rate of not less than one and a half times his ordinary hourly rate.

12.11 Notwithstanding the provisions of clause 12.9, where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in clause 12.2 hereof, such ordinary hours not worked by the employee shall be deducted from the prescribed basic wage or any overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(a) if the number of ordinary hours of work during 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;

(b) for the purposes of paragraph (a) hereof, any overtime worked on a Saturday, Sunday and/or public holiday shall be deemed to be included;

(c) where an employee is absent from work with the permission of his employer or is absent on account of illness, the provisions of this clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate prescribed: Provided that an employer may require an employee to produce a medical certificate in proof of the cause of his absence;

(d) any employee who is aggrieved by the application to him of any of the provisions of clause 12.11 may appeal to the Council against the decision applied to him by the employer, and the Council may, after considering any reasons which may be submitted for such decision, give such decision as in its opinion ought to have been given in such case.

12.12 Limitation of overtime:

12.12.1 No employer shall permit an employee to work overtime in excess of 10 hours in any one week.

12.12.2 An employer shall not require or permit an employee to work overtime unless he has—

(a) given adequate notice thereof to such employee;

(b) given such employee adequate time in which to partake of a meal before the commencement of such overtime.

13. TIME AND WAGE RECORDS

13.1 In terms of the provisions of section 57 (1) of the Act every employer shall at all times keep, in respect of all persons employed by him, records of all—

- (a) wages paid;
- (b) commissions paid;
- (c) time worked;
- (d) overtime worked; and
- (e) deductions.

13.2 Behalwe die besonderhede in klousule 13.1 bedoel, moet elke werkgewer ook sulke aantekeninge skriftelik, in ink of in tikskrif, en in leesbare letters, in stand hou.

13.3 Werknemers moet tydstaat voltooi as dit deur die werkgewer vereis word.

13.4 Die aantekeninge bedoel in klousules 13.1 en 13.2, moet deur die werkgewer vir 'n tydperk van ten minste drie jaar gehou word.

13.5 Bywoningsregister:

13.5.1 Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters verskaf, in die vorm voorgeskryf in Bylae I van hierdie Ooreenkoms, waarin voorsiening gemaak word vir die inskrywings wat 'n werknemer ingevolge klousule 13.3 moet maak.

13.5.2 'n Werkgewer moet in so 'n bywoningsregister dag vir dag aantekeninge byhou van die naam en beroep van elke werknemer.

13.5.3 Tensy hy deur 'n onvermydelike oorsaak verhinder word, moet elke werknemer ten opsigte van elke dag wat deur hom gewerk is en op daardie dag—

(a) in so 'n bywoningsregister aanteken—

(i) sy handtekening;

(ii) die tyd wanneer hy begin werk het;

(iii) die tyd wanneer elke etens- of ander pouse begin en eindig, wat nie as gewone werktyd gereken word nie; en

(iv) die tyd wanneer sy werk vir daardie dag eindig;

Met dien verstande dat, as 'n werknemer nie kan lees of skryf nie, sy werkgewer vir hom die nodige inskrywings moet maak en teken ten opsigte van (i) tot en met (iv) hiervan;

(b) die nodige inskrywings ten opsigte van (i) en (ii) hierbo maak voordat met die daaglikse werk begin word.

13.5.4 'n Werkgewer moet so 'n bywoningsregister vir 'n tydperk van nie minder nie as drie jaar vanaf die datum van die laaste inskrywing daarin, hou.

13.5.5 Elke inskrywing in 'n bywoningsregister moet in ink of met 'n balpuntpen gemaak word en nie met 'n potlood nie.

14. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

14.1 Elke werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof met volle betaling, en dit moet aan hom toegestaan word en hy moet dit neem, op alle openbare vakansiedae in klousule 14.15 bedoel.

14.2 Elke werknemer, uitgesonderd los en deeltydse werknemers, moet vir elke diensjaar by dieselfde werkgewer drie weke verlof tot afwesigheid met volle betaling toegestaan word, bereken teen die weeklikse loon wat die werknemer ontvang het voor sy vertrek met sulke verlof. Die drie weke, wat óf agtereenvolgens geneem mag word óf, op skriftelike versoek van die werknemer, in twee afsonderlike tydperke van twee agtereenvolgende weke en een week, of drie afsonderlike tydperke van een week, moet 18 werkdade insluit, en wanneer 'n openbare vakansiedag binne sodanige verloftydperk val, moet so 'n vakansiedag by die genoemde tydperk van verlof tot afwesigheid met volle betaling gevoeg word.

14.2.1 Die werknemer mag, volgens 'n onderlinge ooreenkoms met die werkgewer, verlofbetaling neem voor sy vertrek op verlof, of dit met sy terugkeer by sy normale maandelikse loon laat insluit.

14.2.2 Wanneer die totale jaarlikse verloftydperk ooreenkomstig klousule 14.2 in afsonderlike tydperke geneem word, moet dit volgens 'n onderlinge reëling tussen die werkgewer en die werknemer geneem word binne ses maande nadat dit beskikbaar word.

13.2 Every employer shall maintain the particulars referred to in clause 13.1 in legible characters in writing, in ink, or in typescript.

13.3 Employees shall complete time sheets if so required by the employer.

13.4 The records referred to in clause 13.1 and 13.2 shall be retained by the employer for a period of at least three years.

13.5 Attendance register:

13.5.1 Every employer shall provide in his establishment one or more attendance registers, in the form prescribed in Annexure I to this Agreement, in which provision is made for the entries which an employee is, in terms of clause 13.3, required to make.

13.5.2 An employer shall day by day keep record in such attendance register of the name and occupation of every employee.

13.5.3 Unless precluded from doing so by unavoidable cause, every employee shall, in respect of each day worked by him and on that day—

(a) record in such attendance register—

(i) his signature;

(ii) the time he commenced work;

(iii) the time of commencement and termination of each meal or other interval which cannot be regarded as ordinary hours of work; and

(iv) the time of finishing work for that day:

Provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries in respect of (i) to (iv) hereof inclusive;

(b) Make the necessary entries in respect of (i) and (ii) above before commencing work for the day.

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

13.5.5 Every entry in an attendance register shall be made in ink or ball point pen but not in pencil.

14. ANNUAL LEAVE AND PUBLIC HOLIDAYS

14.1 Every employee, except a casual employee, shall be entitled to and granted and shall take leave on full pay on all public holidays referred to in clause 14.15.

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

14.2.1 The employee may, by mutual agreement with the employer, take leave pay prior to proceeding on leave or have it included in his normal monthly wages on his return.

14.2.2 The total period of annual leave in terms of clause 14.2 when taken in separate periods shall, by mutual arrangement between the employer and the employee, be taken within six months of its falling due.

14.3 Elke werknemer wat in diens is op 'n deeltydse basis soos omskryf in klousule 3 van hierdie Ooreenkoms, mag verlof laat ooploop teen een en 'n halwe dag vir elke 199 uur of volledige maand gewerk.

14.4 Jaarlikse verlof ooreenkomstig klousule 14.2 moet geneem word op 'n tyd wat tussen die werkgever en die werknemer gereël is ten minste ses maande voordat sulke verlof beskikbaar word, en moet in ieder geval deur die werkgever toegestaan word en deur die werknemer geneem word sodat dit begin binne twee maande nadat dit beskikbaar word.

14.5 Wanneer 'n werknemer, wat nie 'n deeltydse werknemer is nie, se diens beëindig word voor die voltooiing van 'n jaar diens maar na die voltooiing van een maand diens, is die werknemer geregtig op een-sewentiende van 'n week se loon soos hy ontvang het ten tyde van sy diensbeëindiging, vir elke voltooide week diens in die onvoltooide jaar.

14.6 Wanneer 'n werknemer, wat nie 'n deeltydse werknemer is nie, 'n jaar diens by dieselfde werkgever voltooi het, word daarna van hom vereis om verlof te neem ooreenkomstig klousule 14, en van sy werkgever word vereis om sulke verlof aan hom te gee binne twee maande nadat dit beskikbaar word ingevolge hierdie klousule, en die werkgever moet aan die werknemer 'n bedrag betaal bereken teen die weeklikse of maandelikse loon, met uitsluiting van oortydbetaling en kommissie, wat die werknemer ontvang het onmiddellik voor sy vertrek met verlof, tot die tyd wanneer sy verlof beskikbaar geword het, en so 'n bedrag moet onverwyld deur die werkgever aan die werknemer betaal word, tesame met die balans van enige verlofbetaling wat tot die genoemde werknemer se krediet staan, met betrekking tot klousule 14.3.

14.7 Vir die doel van hierdie klousule is 'n werknemer wat nie 'n deeltydse werknemer is nie se diensjaar, plus enige openbare vakansiedae wat binne daardie tydperk val, waarvoor hy geregtig is om jaarlikse verlof te kry met volle betaling soos in hierdie klousule bepaal, 12 maande diens by dieselfde werkgever, bereken vanaf die datum van sy eerste betrekking by so 'n werkgever, of vanaf die datum waarop hy laas geregtig was op jaarlikse verlof.

14.8 As genoemde werkgever of werknemer die genoemde diens beëindig nadat die werknemer vir verlof kwalifiseer, moet die werkgever aan die werknemer die verlofbetaling wat hom toekom op die werknemer se laaste werkdag, betaal. Enige verlofbetaling wat verskuldig is vir 'n tydperk van minder as een volle diensjaar, moet betaal word teen die tarief van een sewentiende van die weeklikse loon wat die werknemer ontvang het toe sy diens beëindig is. Sodanige verlofbetaling moet eweneens aan die werknemer op sy laaste werkdag betaal word.

14.9 Enige verlofbetaling wat aan die Raad betaal word, moet onmiddellik aan die betrokke werknemer betaal word. Indien dit nie moontlik is om die werknemer te vind nie, moet die verlofbetaling aan die Raad betaal word, en dit kan deur die werknemer geëis word enige tyd tot twee jaar na die datum waarop die werknemer geregtig was om sodanige bedrag te ontvang. Indien dit nie gedurende hierdie tydperk geëis word nie, moet die verlofbetaling by die Raad se fondse inbereken word: Met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die genoemde tydperk ingestel word, moet oorweeg en na sy goeddunke 'n *ex gratia*-betaling uit die Raad se algemene fondse aan sodanige werknemer kan maak, wat nie die oorspronklike bedrag wat ten opsigte van so 'n werknemer ontvang is, oorskry nie.

14.10 In die geval van 'n werknemer se dood moet al sy verlofbetaling wat hom te goed staan, in sy boedel betaal word.

14.3 The leave of every employee who is employed on a part-time basis as defined in clause 3 to this Agreement shall accrue at the rate of one and a half days for every 199 hours or completed months worked.

14.4 Annual leave in terms of clause 14.2 shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in any case be granted by the employer and taken by the employee so as to commence within two months of its falling due.

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

14.6 When an employee, other than a part-time employee, has completed a year of service with the same employer, he shall thereupon be required to take leave in terms of clause 14 and his employer shall be required to grant him such leave within two months of its falling due in terms hereof, and the employer shall pay to the employee an amount calculated at the weekly or monthly wage, excluding payment for overtime and commissions that the employee was receiving immediately prior to proceeding on leave, up to the time his leave was due, and such amount shall forthwith be paid to the employee by the employer, together with the balance of any leave pay standing to the said employee's credit in respect of clause 14.3.

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

14.8 Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was terminated. Such leave pay shall, likewise, be paid to the employee on his last working day.

14.9 Any leave pay which is paid to the Council shall immediately be paid to the employee concerned. Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to two years from the date on which the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the funds of the Council: Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an *ex gratia* payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.

14.10 In the event of an employee's death, all leave pay standing to his credit shall be paid into his estate.

14.11 Alle gelde wat deur die Raad gehou word soos hierin uiteengesit is, moet in die Raad se fondse betaal word en moet ooreenkomstig hierdie Ooreenkoms hanteer word.

14.12 Enige tydperk waartydens 'n werknemer—

14.12.1 met verlof is ooreenkomstig klousule 14.2; of

14.12.2 van die werk afwesig is as gevolg van siekte; of

14.12.3 van die werk afwesig is op las of op versoek van die werkgever; of

14.12.4 militêre diens doen ingevolge die Verdedigingswet, 1957;

wat in die geheel in enige jaar nie meer as 10 weke beloop nie met betrekking tot die tydperke in klousules 14.12.1, 14.12.2 en 14.12.3 bedoel, plus tot vier maande van enige tydperk van militêre diens in klousule 14.12.4 bedoel wat in daardie jaar gedoen is, moet vir die doel van klousules 14.2 en 14.4 as diens beskou word.

14.13 'n Werkgever mag nie vereis of toelaat dat 'n werknemer in die Bedryf werk nie, hetsy vir besoldiging al dan nie, en 'n werknemer mag nie in die Bedryf werk nie, hetsy vir besoldiging al dan nie, gedurende die jaarlikse verloftydperk wat ooreenkomstig klousule 14.2 aan so 'n werknemer toegestaan is.

14.14 Verlof tot afwesigheid met volle betaling mag nie gelyktydig met kennisgewing van diensbeëindiging, siekteverlof of enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, geskied nie.

14.15 *Openbare vakansiedae:*

14.15.1 Vir die doel van klousule 12.10 en/of hierdie klousule beteken "openbare feesdae" enige dag bedoel in die Eerste Bylae van die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952), of wat as sodanig verklaar is kragtens artikel 2 van daardie Wet.

14.15.2 Met betrekking tot 'n openbare vakansiedag moet elke werknemer teen sy gewone loonskaal en toelae vir die aantal ure wat hy op 'n normale werkdag (uitsluitende oortyd) sou gewerk het, betaal word.

14.15.3 Die voorgeskrewe betaling volgens klousules 12.10 en 12.11 hiervan moet beskou word as volle betaling ten opsigte van sodanige openbare vakansiedag, en behoudens die bepalings van klousule 12.9.1 van die Ooreenkoms is geen werknemer geregtig op verdere vergoeding ten opsigte van sodanige openbare vakansiedag nie.

14.15.4 Nieteenstaande die bepalings van klousules 12.10 en 12.11 hiervan is 'n werknemer wat deur sy werkgever gelas word om te werk op die werkdag onmiddellik voor en/of na 'n openbare vakansiedag en wat op sodanige werkdag/dae afwesig is, nie geregtig op betaling vir sodanige openbare vakansiedag nie: Met dien verstande dat 'n werknemer geregtig is op betaling vir sodanige openbare vakansiedag wanneer die werkgever toestemming gegee het vir sodanige afwesigheid, of sodanige afwesigheid gekondoneer het, of as die werknemer ongesteld was en 'n doktersertifikaat ter bevestiging daarvan kan toon indien die werkgever dit versoek, of wanneer die openbare vakansiedag gedurende die werknemer se jaarlikse verloftydperk val.

15. RENTE

15.1 Indien enige bedrag wat aan die Raad verskuldig of betaalbaar is ingevolge klousules 5.1.5, 5.18, 5.22, 17.1.1, 17.1.2, 17.1.3, 18, 30, 31 en 32 nie deur die Raad ontvang is nie op die sewende dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, of indien enige bedrag wat aan die Raad betaalbaar is nie ontvang is nie binne sewe dae na die betaaldag soos in die betrokke klousule uiteengesit, moet die werkgever rente betaal op so 'n

14.11 All monies held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.

14.12 Any period during which an employee—

14.12.1 is on leave in terms of clause 14.2; or

14.12.2 is absent from work owing to illness; or

14.12.3 is absent from work on the instructions or at the request of the employer; or

14.12.4 is doing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in clause 14.12.1, 14.12.2 and 14.12.3, plus up to four months of any period of military service referred to in clause 14.12.4 done in that year, shall, for the purposes of clause 14.2 and 14.4, be deemed to be employment.

14.13 An employer shall not require or permit an employee to work in the Trade, whether for remuneration or not, and an employee shall not work in the Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of clause 14.2.

14.14 Leave of absence on full pay shall not run concurrently with notice of termination, sick leave or any period of military service, in terms of the Defence Act, 1957.

14.15 *Public holidays:*

14.15.1 For the purposes of clause 12.10 and/or of this clause, "public holiday" means any day referred to in the First Schedule to the Public Holidays Act, 1952 (Act No. 5 of 1952), or declared as such in terms of section 2 of that Act.

14.15.2 Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).

14.15.3 The payment prescribed in clauses 12.10 and 12.11 hereof shall be deemed to be full payment in respect of such public holiday and, subject to the provisions of clause 12.9.1 of the Agreement, no employee shall be entitled to further compensation in respect of such public holiday.

14.15.4 Notwithstanding the provisions of clauses 12.10 and 12.11 hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it if so required by the employer or where the public holiday falls during the period of the annual leave of the employee.

15. INTEREST

15.1 Should any amount due or payable to the Council in terms of clauses 5.1.5, 5.18, 5.22, 17.1.1, 17.1.2, 17.1.3, 18, 30, 31 and 32 not be received by the Council by the seventh day of the month following the month in respect of which it is payable, or should any amount payable to the Council not be

bedrag of die kleiner bedrag wat nog onbetaald is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan, vanaf sodanige finale datum voorgeskryf in hierdie klousule tot die dag waarop kontantbetaling deur die Raad werklik ontvang is: Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, van die betaling van sodanige rente af te sien.

16. KENNISGEWING VAN DIENSBEËINDIGING

16.1 'n Werkgewer of sy werknemer, wat nie 'n los werknemer is nie, wat sy dienskontrak wil beëindig, moet—

16.1.1 in die geval van 'n deeltydse werknemer, nie minder as een werkdag kennis gee nie; en

16.1.2 in die geval van minderjariges wat in die Haarkappersbedryf werksaam is, gedurende die tydperk wanneer hulle ooreenkomstig die Wet op Mannekragopleiding, 1981, aldus in diens is, sonder 'n leerkontrak, nie minder as een werkdag kennis gee nie; en

16.1.3 in die geval van enige ander werknemer gedurende die eerste vier weke van diens, nie minder as een werkdag kennis gee nie, en daarna nie minder as een week kennis gee nie, behalwe gedurende die maand Desember, wanneer twee weke kennis gegee moet word;

of 'n werkgewer of werknemer mag te eniger tyd die kontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, die werknemer te betaal of aan die werkgewer te betaal wof dit te verbeur, na gelang van die geval, nie minder nie as—

(a) in die geval van een werkdag kennis, die dagloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beëindiging;

(b) in die geval van 'n week kennis, die weekloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beëindiging;

(c) in die geval van twee weke kennis, twee keer die weekloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beëindiging.

16.2 Geen werkgewer mag 'n werknemer se dienste beëindig nie gedurende so 'n werknemer se afwesigheid van die werk as gevolg van ongesteldheid waarvoor hy nie self verantwoordelik is nie: Met dien verstande dat—

(a) die werkgewer kennis gegee word binne drie werkdag van die aanvang van sodanige ongesteldheid;

(b) 'n doktersertifikaat vir die tydperk van afwesigheid getoon word met die werknemer se terugkeer na die werk; en

(c) so 'n tydperk van afwesigheid van die werk nie 30 dae oorskry nie:

Met dien verstande voorts dat dit nie die volgende beïnvloed nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beëindig om enige rede wat as regsgeldig erken word;

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n kennisgewingstydperk bepaal van gelyke duur vir albei partye en vir langer as dié wat in hierdie klousule voorgeskryf is;

(c) die werking van enige verbeurings of boetes wat regtens van toepassing is ten opsigte van 'n werknemer wat dros;

(d) betaling of verbeuring in plaas van kennisgewing, wat nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ooreenkomstig klousule 14;

(ii) gedurende enige tydperk as gevolg van ongesteldheid; of

received within seven days of the due date stated in the relevant clause, the employer shall pay interest on such amount or the lesser amount that remains unpaid, calculated at the rate of 2,5 per cent per month or part thereof, from such final date prescribed in this clause until the date upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest.

16. NOTICE OF TERMINATION OF SERVICE

16.1 An employer or his employee, other than a casual employee, who desires to terminate his contract of employment, shall—

16.1.1 in the case of a part-time employee, give not less than one working day's notice; and

16.1.2 in the case of minors employed in the Hair-dressing Trade, during the period that they may be so employed in terms of the Manpower Training Act, 1981, without a contract of apprenticeship, give not less than one working day's notice; and

16.1.3 in the case of any other employee during the first four weeks of employment, give not less than one working day's notice, and thereafter not less than one week's notice except during the month of December, when two weeks' notice shall be given;

or an employer or employee may at any time terminate the contract without notice by paying the employee or paying or forfeiting payment to the employer, as the case may be, in lieu of notice, which payment or forfeiture shall be—

(a) in the case of one working day's notice, not less than the daily wage, excluding payment of overtime, which the employee is receiving at the time of such termination;

(b) in the case of a week's notice, not less than the weekly wage, excluding payment of overtime, which the employee is receiving at the time of such termination;

(c) in the case of two week's notice, not less than twice the weekly wage, excluding payment of overtime, that the employee is receiving at the time of such termination.

16.2 No employer shall terminate the services of an employee during such employee's absence from work owing to indisposition for which he is not himself responsible: Provided that—

(a) the employer is notified within three working days of the commencement of such illness;

(b) a medical certificate for the period of absence is produced on the employee's return to work; and

(c) such period of absence from work does not exceed 30 days:

Provided further that this shall not affect—

(a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

(d) payment or forfeiture in lieu of notice not being permitted during an employee's absence—

(i) on leave in terms of clause 14;

(ii) during any period due to illness; or

(iii) vir militêre diens ingevolge die Verdedigingswet, 1957.

16.3 Waar daar 'n ooreenkoms ingevolge klousule 16.1 of 16.2 is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingtydperk waarop ooreengekom is.

16.4 Die kennis voorgeskryf in klousule 16.1 kan op enige werkdag gegee word maar die kennistydperk mag nie gelyktydig met of gedurende 'n werknemer se afwesigheid met verlof loop nie, en ook nie terwyl hy militêre diens verrig ingevolge die Verdedigingswet, 1957, of gedurende enige tydperk van afwesigheid as gevolg van ongesteldheid.

16.5 'n Werkgewer of sy werknemer, behalwe 'n ongeletterde werknemer, moet die kennis in hierdie klousule bedoel, skriftelik gee.

17. UITGAWES VAN DIE RAAD

17.1 Vir die doel om die Raad se uitgawes te dek, word fondse op die volgende wyse verkry:

17.1.1 Elke werknemer en elke werkgewer moet tot die Raad se fondse bydra soos in die volgende tabel uiteengesit:

A Kategorie	B Werknemers se bydrae per maand
Haarkapper:	
KODES:	
QET, CC, COH, COTT, MC OF CE.....	R6,00
Vakleerling en/of leerling	R3,00
Ontvangsdame en/of klerklike assistent	R6,00
Sjampoeis.....	R6,00
Manikuris/Skoonheidskundige.....	R6,00
Algemene assistent	R4,00

17.1.2 Die bedrag wat in kolom B van die tabel aangedui is, moet deur werkgewers van hulle werknemers se lone afgetrek word.

17.1.3 By die bedrae wat op dié manier van sy werknemers se lone afgetrek word, moet elke werkgewer 'n gelyke bedrag ooreenkomstig klousule 17.1.1 voeg en die totale bedrag aan die Sekretaris van die Nywerheidsraad vir die Haarkappersbedryf (Natal), Posbus 2182, Durban, 4000, stuur.

17.2 In enige geval waar bydraes ingevolge klousules 17.1.1, 17.1.2 en 17.1.3 minder as R20 in totaal is, moet die volle bedrag in klousule 17.1.1 bedoel, deur die werkgewer aangevul word met 'n bedrag om 'n totaal van R20 per maand te maak.

17.3 Indien enige bedrag wat ooreenkomstig hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetaling werklik ontvang het: Met dien verstande dat die Raad geregtig sal wees om, na sy absolute goeddunke af te sien van die betaling van sulke rente of gedeelte daarvan.

18. WERKGEWERSORGANISASIE- EN VAKVERENIGINGLEDEGELDE

18.1 Elke werkgewer wat 'n lid van die SAH en die CA is, moet die bedrag van die ledegeld wat aan die vakvereniging verskuldig is met betrekking tot elke maand diens of gedeelte daarvan, insluitende die tydperk wat 'n werknemer met verlof is, aftrek en dit elke maand betaal aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, nie later nie as die 7de dag van elke maand, op die vorm voorgeskryf in Bylae A van hierdie Ooreenkoms.

(iii) whilst rendering military service in terms of the Defence Act, 1957.

16.3 Where there is an agreement in terms of clause 16.1 or 16.2, the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

16.4 The notice prescribed in clause 16.1 may be given on any working day but the period of notice shall not run concurrently with or the notice shall not be given during an employee's absence on leave, or whilst he is rendering military service in terms of the Defence Act, 1957, or during any period of absence owing to illness.

16.5 An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

17. EXPENSES OF THE COUNCIL

17.1 For the purpose of meeting the expenses of the Council, funds shall be obtained in the following manner:

17.1.1 Every employee and every employer shall contribute to the funds of the Council as set out in the following table:

A Category	B Employees contribution per month
Hairdressers:	
KODES:	
QET, CC, COH, COTT, MC OR CE	R6,00
Apprentice and/or trainee	R3,00
Receptionist and/or clerical assistant.....	R6,00
Shampooist	R6,00
Manicurist/Beauty.....	R6,00
General assistant.....	R4,00

17.1.2 The amount shown in column B of the table shall be deducted by employers from the wages of their employees.

17.1.3 To the amounts thus deducted from the wages of their employees, every employer shall add an equal amount in terms of clause 17.1.1 and shall forward the entire sum to the Secretary of the Industrial Council for the Hairdressing Trade, Natal, P.O. Box 2182, Durban, 4000.

17.2 In any instance where in terms of clause 17.1.1, 17.1.2, and 17.1.3 contributions are less than R20 in the aggregate, the total amount referred to in clause 17.1.1 shall be supplemented by the employer with such sum as will make up a total of R20 in each month.

17.3 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

18. EMPLOYERS' ORGANISATION AND TRADE UNION SUBSCRIPTIONS

18.1 Every employer who is a member of the SAH and the CA shall deduct the amount of the subscriptions payable to the trade union in respect of each month of employment or part thereof, including the period that an employee is on leave, and shall remit the same, month by month, to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of each month on the form prescribed in Annexure A to this Agreement.

18.2 Elke werkgewer wat 'n lid van die SAH en die CA is, moet sy maandelikse ledegeld, saam met enige heffings wat aan die Vereniging betaalbaar mag word, aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, stuur, nie later as die 7de dag van die maand nie. Die Sekretaris van die Raad moet alle bedrae, wat ooreenkomstig klousule 18.1 en hierdie klousule betaal is, aan die betrokke partye betaal binne 30 dae vanaf die maand waarin die bedrae deur die Raad ontvang was.

18.3 Die Raad onderneem om alle redelike dienste te lewer om aan hierdie klousule uitvoering te gee, waarvoor 'n bedrag van 5,0 persent van alle ledegelde en heffings ooreenkomstig klousules 18.1 en 18.2 aan die Raad betaal moet word.

18.4 Indien enige bedrag wat ooreenkomstig hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie teen die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan, vanaf sodanige 7de dag tot die dag waarop die Raad werklik kontantbetaling ontvang het: Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, af te sien van die betaling van sodanige rente of gedeelte daarvan.

18.5 **Verbod op buitewerk:**

18.5.1 'n Werknemer mag nie, terwyl hy in diens is by 'n werkgewer wat betrokke is in die Haarkappersbedryf—

(a) enige daad as 'n haarkapper uitvoer nie behalwe in die loop en binne die bestek van sy diens as sodanig; of

(b) vir sy eie rekening of in vennootskap of namens enige ander persoon vir wins enige toiletbenodigdhede van die hand sit nie behalwe in die loop en binne die bestek van sy diens as haarkapper by sy werkgewer in die bedryfsinrigting waarin hy werksaam is.

19. **ADMINISTRASIE EN VERTOLKING VAN DIE OOREENKOMS**

19.1 Die Raad is die instansie wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan beslissings uitvaardig wat nie strydig is nie met die bepalings van hierdie Ooreenkoms of enige wetlike vertolking daarvan ter voorligting van werkgewers en werknemers.

19.2 Die Raad kan van tyd tot tyd enige vorms voorskryf wat deur werkgewers en/of werknemers ingevul moet word ten einde nakoming van enige bepalings van hierdie Ooreenkoms te vergemaklik.

19.3 'n Werknemer en 'n werknemer is geregtig om by die Raad te appelleer teen 'n besluit van enige komitee wat deur die Raad aangestel is.

19.4 Enige appèl ingevolge klousule 19.3 moet skriftelik aangeteken word en by die Sekretaris van die Raad ingedien word binne 21 dae vanaf die datum waarop die besluit waarteen geappelleer word vir die betrokke werkgewer of werknemer bekend geword het, of binne 'n verdere tydperk wat die Raad kan toelaat: Met dien verstande dat 'n werkgewer of werknemer wat hom nie maklik in skrif kan uitdruk nie, sy appèl op skrif kan laat aanteken deur die Sekretaris of iemand wat vir dié doel deur hom aangewys is.

19.5 Behoudens die bepalings van die Wet is die besluit van die Raad met betrekking tot enige aangeleentheid finaal en bindend vir 'n werkgewer en 'n werknemer, en die Raad is nie verplig om enige rede vir enige besluit te gee nie.

19.6 Enige geskil wat in die Bedryf ontstaan, moet na die Raad verwys word om ooreenkomstig sy konstitusie behandel te word.

19.7 Die Raad is geregtig, na sy uitsluitlike en absolute goeddunke, om enige bedrag—

19.7.1 wat van 'n werkgewer of 'n werknemer ontvang is; of

18.2 Every employer who is a member of the SAH and the CA shall forward to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month, his monthly subscriptions, together with any levies which may become payable to the Association. The Secretary of the Council shall pay all amounts submitted in terms of clause 18.1 and this clause to the parties concerned within 30 days of the month in which the amounts were received by the Council.

18.3 The Council undertakes to render all reasonable services to give effect to this clause, for which an amount of 5,0 per cent of all subscriptions and levies in terms of clause 18.1 and 18.2 shall be paid to the Council.

18.4 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

18.5 **Prohibition on outwork:**

18.5.1 An employee shall not whilst such employee is in the employ of an employer engaged in the Hairdressing Trade—

(a) perform any act as a hairdresser other than in the course and within the scope of his employment as such; or

(b) on his own account or in partnership or on behalf of any other person for the acquisition of gain dispose of any toilet requisites other than in the course and within the scope of his employment as a hairdresser with his employer in the establishment in which he is employed.

19. **ADMINISTRATION AND INTERPRETATION OF THE AGREEMENT**

19.1 The Council shall be the body responsible for the administration of this Agreement and may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof for the guidance of employers and employees.

19.2 The Council may from time to time prescribe any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provision of this Agreement.

19.3 An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

19.4 Any appeal pursuant to clause 19.3 shall be in writing and shall be lodged with the Secretary of the Council within 21 days of the date on which the decision against which the appeal is noted become known to the employer or employee concerned, or within such further period as the Council may allow: Provided that an employer or employee who is unable to express himself easily in writing by the Secretary or someone designated by him for the purpose.

19.5 Subject to the provisions of the Act, the decisions of the Council on any matter shall be final and binding on an employer and an employee, and the Council shall not be obliged to give any reason for its decision.

19.6 Any dispute which may arise in the Trade shall be referred to the Council to be dealt with in terms of its constitution.

19.7 The Council shall be entitled in its sole and absolute discretion to appropriate any amount—

19.7.1 received from an employer or an employee; or

19.7.2 wat 'n werkgever of werknemer geregtig is om van die Raad te ontvang;

toe te wys vir die betaling van enige skuld of bedrag verskuldig aan die Raad deur sodanige werkgever of werknemer, ondanks die feit dat genoemde werkgever of werknemer dit by die betaling daarvan vir enige ander doel toegewys het.

20. VRYSTELLINGS

20.1 Die Raad kan om enige goeie en afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen met betrekking tot enige persoon.

20.2 Met betrekking tot enige persoon aan wie vrystelling ingevolge die bepalings van klousule 20.1 verleen is, moet die Raad die voorwaardes waaraan sodanige vrystelling onderhewig is en die tydperk waarin sodanige vrystelling van krag sal wees, bepaal: Met dien verstande dat die Raad, as hy dit goed vind, nadat een week skriftelike kennis aan die betrokke persone gegee is, die vrystelling kan intrek.

20.3 Die Sekretaris van die Raad moet aan elke persoon aan wie ingevolge die bepalings van klousule 20.1 vrystelling verleen is, 'n vrystellingsbewys uitreik, wat deur hom geteken is en wat die volgende uiteensit:

20.3.1 die volle naam van die betrokke persoon;

20.3.2 die bepalings van die Ooreenkoms waarvan vrystelling verleen is;

20.3.3 die voorwaardes wat gestel is ingevolge klousule 20.2, waaraan sodanige vrystelling onderhewig is; en

20.3.4 die tydperk waarin die vrystelling van krag is.

20.4 Die Sekretaris van die Raad moet—

20.4.1 'n kopie van elke uitgereikte bewys behou;

20.4.2 indien die vrystelling aan 'n werknemer verleen is, 'n kopie van die bewys aan die betrokke werkgever stuur.

21. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms, in albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtens die Wet, in sy bedryfsinrigting aanbring en aangebring hou op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

22. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om met die administrasie van die Ooreenkoms te help. Dit is die plig van elke werkgever en werknemer om sulke persone toe te laat om hulle perseel te betree ten einde die navrae te doen en te voltooi, en die boeke, dokumente, loonstate, tydstate en loonkwitasies te inspekteer en al die dade te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag aan so 'n agent 'n valse verklaring gedurende die loop van sy ondersoek maak nie.

23. LIDMAATSKAP

23.1 'n Werkgever wat 'n lid van die werkgeversorganisasie is, mag nie 'n werknemer in diens neem nie wat, alhoewel hy in aanmerking kom vir lidmaatskap van die vakvereniging, nie 'n lid van die vakvereniging is nie op die datum van inwerkingtreding van hierdie Ooreenkoms, of wat nie, binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van diensaanvaarding indien die diensaanvaarding na die datum van inwerkingtreding van hierdie Ooreenkoms plaasvind, 'n lid van die vakvereniging word nie; en geen lid van die vakvereniging mag voortgaan met sy diens by 'n werkgever wat nie 'n lid van die werkgeversorganisasie

19.7.2 which an employer or employee is entitled to receive from the Council;

to or towards the payment of any debt or amount owing by such employer or employee to the Council, notwithstanding that the said employer or employee has in making the payment allocated it to any other purpose.

20. EXEMPTIONS

20.1 The Council may grant exemption from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

20.2 The Council shall, in respect of any person granted exemption under the provisions of clause 20.1, set the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's written notice has been given to the person concerned, withdraw the exemption.

20.3 The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of clause 20.1, a licence of exemption, signed by him, setting out—

20.3.1 the full name of the person concerned;

20.3.2 the provisions of the Agreement from which exemption is granted;

20.3.3 the conditions set in accordance with clause 20.2, subject to which such exemption is granted; and

20.3.4 the period during which the exemption shall operate.

20.4 The Secretary of the Council shall—

20.4.1 retain a copy of each licence issued;

20.4.2 if the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

21. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in a conspicuous place, in his establishment, which is readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

22. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter their premises, in order to institute and complete such enquiries, to examine their books, documents, wage sheets, time sheets, and pay-advice slips and to perform all such acts as may be necessary for the purpose of ascertaining whether the conditions of this Agreement are being complied with, and no person shall make a false statement to such agent during the course of his investigations.

23. MEMBERSHIP

23.1 An employer who is a member of the employers' organisation shall not employ an employee 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 who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement, and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of

is nie op die datum van inwerkingtreding van hierdie Ooreenkoms, of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van diensaanvaarding van die betrokke werknemer, waar die diensaanvaarding na die datum van inwerkingtreding van hierdie Ooreenkoms plaasvind, 'n lid van die werkgewersorganisasie word nie.

23.2 Geen werkgewer wat 'n lid van die werkgewersorganisasie is, mag 'n werknemer in diens neem sonder die voorlegging van 'n geldige lidmaatskapskaart van die Natalse Tak van die South African Hairdressers' Employees' Industrial Union nie.

23.3 Die bepalinge van hierdie klousule is nie met betrekking tot 'n immigrant van toepassing nie tydens die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat indien enige immigrant te eniger tyd na die eerste drie maande van diensaanvaarding in die Bedryf enige uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, geweier het, die bepalinge van klousule 23.1 onmiddellik in werking tree.

23.4 Die bepalinge van klousule 23.2 is nie van toepassing nie op persone wat nie in aanmerking kom vir lidmaatskap ooreenkomstig die vakvereniging se konstitusie nie of wat lidmaatskap geweier is of wat uit die vakvereniging gesit is.

24. SIEKTEBYSTANDSFONDS

24.1 Die Siektebystandsfonds vir die Haarkappersbedryf, wat oorspronklik gestig is kragtens die ooreenkoms wat by Goewermentskennisgewing R. 106 van 22 Januarie 1960 gepubliseer is (hierna die Siektebystandsfonds of die "Fonds" genoem), word hierby voortgesit.

24.2 Skema A bestaan uit—

24.2.1 alle gelde en bates wat tot die Skema se krediet is op die datum van inwerkingtreding van hierdie Ooreenkoms;

24.2.2 alle bydrae wat deur werkgewers en lede aan Skema A betaal is ingevolge klousule 24.8 van hierdie Ooreenkoms;

24.2.3 alle rente afkomstig van die belegging van enige gelde van die Skema; en

24.2.4 enige ander premies, donasies, bemakings of ander gelde wat aan die Fonds betaal is.

24.3 Skema B bestaan uit—

24.3.1 alle bydraes wat deur werkgewers en lede aan Skema B betaal is ingevolge klousule 24.8 van hierdie Ooreenkoms;

24.3.2 all rente afkomstig van die belegging van enige gelde van die Skema; en

24.3.3 enige ander gelde waarop die Skema geregtig mag word.

24.4 Die doelwitte van die Fonds is—

24.4.1 om siektebystand vir die lede en/of die afhanklikes van lede in die Haarkappersbedryf daar te stel, te organiseer en te verskaf, vir welke doel die Fonds geld kan ontvang wat deur middel van premies, bydraes, donasies of andersins betaal word;

24.4.2 om reëlings te tref, indien dit nodig geag word, deur middel van kontrakte met mediese dokters, spesialiste, hospitale, verpleeginrigtings, verskaffers van medisyne, geregistreerde versekeringsmaatskappye of enige organisasie betrokke by die verskaffing van soortgelyke voordele;

24.4.3 om wederkerige reëlings te tref met soortgelyke fondse;

24.4.4 om alle wettige dae, handelinge of dinge of funksies te doen of te verrig wat verband hou met of bevorderlik is vir die bereiking van bogemelde doelwitte of enige een daarvan.

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

23.2 No employer who is a member of the employers' organisation shall engage an employee without the production of a current membership card of the Natal Branch of the South African Hairdressers' Employees' Industrial Union.

23.3 The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of the commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of clause 23.1 shall immediately come into operation.

23.4 The provisions of clause 23.2 shall not apply to persons who are not eligible for membership in terms of the union's constitution or who have been refused membership of or expelled from the union.

24. SICK BENEFIT FUND

24.1 The Hairdressing Trade Sick Benefit Fund originally established in terms of the Agreement published under Government Notice R. 106 of 22 January 1960 (hereinafter referred to as the Sick Benefit Fund, or the "Fund") is hereby continued.

24.2 Scheme A shall consist of—

24.2.1 all moneys and assets standing to the credit of the Scheme as at the date of coming into operation of this Agreement;

24.2.2 all contributions paid by employers and members into Scheme A in accordance with clause 24.8 of this Agreement;

24.2.3 all interest derived from the investment of any moneys belonging to the Scheme; and

24.2.4 any other premiums, donations, bequests or other moneys paid into the Fund.

24.3 Scheme B shall consist of—

24.3.1 all contributions paid by employers and members into Scheme B in accordance with clause 24.8 of this Agreement;

24.3.2 all interest derived from the investment of any moneys belonging to the Scheme; and

24.3.3 any other moneys to which the Scheme may become entitled.

24.4 The objects of the Fund are—

24.4.1 to establish, organise and provide sick benefits for the members and/or the dependants of members in the Hairdressing Industry, for which purpose the Fund may receive monies payable by premiums, contributions, donations or otherwise;

24.4.2 to enter into arrangements, if deemed necessary, by way of contracts with medical practitioners, specialists, hospitals, nursing homes, suppliers of medicines, registered insurance companies or any organisation engaged in providing similar benefits;

24.4.3 to enter into reciprocal arrangements with similar funds; and

24.4.4 to do or perform all such lawful acts, deeds things or functions as may be incidental or conducive to the attainment of the above objects or any one of them.

24.5 Lidmaatskap:

24.5.1 Lidmaatskap van óf Skema A óf Skema B is verpligtend vir die volgende:

- (a) Alle werkgewers en werknemers wat in die Bedryf werk.
- (b) Ander persone as dié, in paragraaf (a) bedoel en wat—
 - (i) direk of indirek betrokke is by of in diens is in die Haarkappersbedryf;
 - (ii) werknemers is van die vakvereniging en die werkgewersorganisasie wat die partye by hierdie Ooreenkoms is.

24.5.2 Werknemers van die Nywerheidsraad vir die Haarkappersbedryf kan as lede van die Fonds toegelaat word na goeddunke van die Bestuursraad.

24.5.3 Nieteenstaande die bepalings van klousules 24.5.1 (a) tot (c) kan 'n lid wat sy bydrae tot die Fonds vir ten minste vyf jaar onmiddellik voor aftreding betaal het en 'n *bona fide*-pensioenaris of die weduwee van 'n oorlede lid is, by die Bestuursraad aansoek doen om 'n voortsettingslid te word, en as hy aanvaar word, kan hy deelneem op voorwaarde dat hy bydra soos voorgeskryf by klousule 24.8.2.

24.5.4 Die bepalings van die Ooreenkoms word geag *mutatis mutandis* van toepassing te wees op persone wat kragtens klousules 24.5.1 (b) en 24.5.3 toegelaat is.

24.5.5 Registrasieformaliteite moet wees soos hierin voorgeskryf, naamlik:

- (a) Elke lid moet 'n Registrasievorm vir Lidmaatskap by sy werkgewer indien soos van tyd tot tyd deur die Raad voorgeskryf word, waarin hy die name van sy afhanklikes, as daar is, weergee, en ook die ander besonderhede wat vir die doel van hierdie Ooreenkoms en die Reëls nodig is.
- (b) 'n Gewysigde vorm moet ingedien word wanneer 'n afhanklike onttrek word of 'n afhanklike bygevoeg word.
- (c) Die werkgewer moet 'n behoorlik getekende Registrasievorm vir Lidmaatskap van alle lede verkry, insluitende alle nuwe werknemers wat lede van die Fonds word, hetsy hulle voorheen aan die Fonds deelgeneem het of nie.
- (d) Die werkgewer moet, nadat hy die aantal afhanklikes aangeteken het vir die doel van die vasstelling van bydraes volgens klousule 24.8.2, die Registrasievorm vir Lidmaatskap direk aan die Fonds stuur vir registrasiedoeleindes.
- (e) 'n Registrasievorm vir Lidmaatskap moet ook deur voortsettingslede ingevul word en direk by die Fonds ingedien word.
- (f) Die lid of voortsettingslid is verantwoordelik om afhanklikes op die Registrasievorm vir Lidmaatskap te verklaar, en die Fonds is nie verplig om vir afhanklikes wat nie op so 'n vorm verklaar is nie, bystand te betaal nie.
- (g) Die bepalings van klousule 24.5.5 (a) tot (d) en 24.5.5 (f) is, met betrekking tot 'n werkgewer en vir die doel om by die Fonds te registreer, *mutatis mutandis* op elke werkgewer van toepassing.

24.6 Beëindiging van lidmaatskap:

24.6.1 Die Bestuursraad of enige komitee wat gesag uitoefen wat deur die Bestuursraad aan hom gedelegeer is, het die reg om die lidmaatskap van 'n lid wat onmatige, dranklustige of onsedelike gewoontes het, te beëindig. Met dien verstande dat so 'n besluit gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn. Die Bestuursraad het verder die reg om enige lid se lidmaatskap van die Fonds te beëindig op grond van gedrag wat ten nadele van die Fonds is.

24.5 Membership:

24.5.1 Membership of either Scheme A or Scheme B shall be compulsory for the following:

- (a) All employers and employees working in the Trade.
- (b) Persons other than those referred to in paragraph (a) who are—
 - (i) directly or indirectly engaged or employed in the Hairdressing Trade;
 - (ii) employees of the trade union and the employers' organization which are the parties to this Agreement.

24.5.2 Employees of the Industrial Council for the Hairdressing Trade may be admitted to membership of the Fund at the discretion of the Board of Management.

24.5.3 Notwithstanding the provisions of clauses 24.5.1 (a) to (c), a member who has paid contributions to the Fund for at least five years immediately prior to retirement and is a *bona fide* pensioner, or the widow of a deceased member may apply to the Board of Management to become a continuation member and, if accepted, may participate provided that he contributes as prescribed by clause 24.8.2.

24.5.4 The provisions of the Agreement shall be deemed to apply *mutatis mutandis* to those persons who are admitted in terms of clauses 24.5.1 (b) and 24.5.3.

24.5.5 Registration formalities shall be as herein prescribed, namely:

- (a) Every member shall submit to his employer a Registration Form of Membership as prescribed by the Board from time to time, in which he shall declare the names of his dependants, if any, and such other particulars as may be required for purposes of this Agreement and the Rules.
- (b) A revised form shall be submitted when a dependant is withdrawn or a dependant is added.
- (c) The employer shall obtain a duly signed Registration Form for Membership from all members, including all new employees who become members of the Fund, whether or not they have previously participated in the Fund.
- (d) The employer shall, after recording the number of dependants for purposes of determining contributions under 24.8.2, forward the Registration Form for Membership direct to the Fund for registration purposes.
- (e) A Registration Form for Membership shall also be completed by continuation members and shall be submitted direct to the Fund.
- (f) The onus for declaration of dependants on the Registration Form for Membership shall rest with the member or continuation member and the Fund shall not be required to pay benefits for dependants not declared on such form.
- (g) The provisions of clause 24.5.5 (a) to (d) and 24.5.5 (f) shall, in respect of an employer and for the purposes of registration with the Fund, apply to every employer *mutatis mutandis*.

24.6 Termination of membership:

24.6.1 The Board of Management or any committee exercising such powers as may be delegated to it by the Board shall have the right to terminate the membership of a member who is of unsober, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner. The Board shall further have the right to expel any member from the Fund on the grounds of conduct prejudicial to the Fund.

24.6.2 Beëindiging van lidmaatskap ingevolge klousule 24.6.1 tree in werking op die datum waarop skriftelike kennis daarvan deur die Sekretaris van die Fonds aan die betrokke lid gegee is. Eise vir voordele wat tot op daardie datum opge-loop het, moet deur die Fonds betaal word, maar geen eis na die datum van sodanige kennisgewing mag oorweeg word nie.

24.6.3 Daar is 'n reg van appèl na die Bestuursraad teen enige besluit van 'n komitee van die Fonds kragtens klousule 24.5.2. Die Bestuursraad moet die appèl aanhoor en kan die ondersoek instel en die bewyse vra wat hy goedag en moet 'n besluit gee, wat finaal is. Lidmaatskap van die fonds eindig—

(a) sodra 'n lid ophou om in diens van en/of betrokke by die Haarkappersbedryf te wees: Met dien verstande dat 'n lid wat bygedra het vir drie agtereenvolgende maande onmiddellik voor sodanige diensbeëindiging sonder die betaling van bydraes, geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand vanaf die datum van diensbeëindiging in die Bedryf;

(b) sodra 'n weduwee van 'n oorlede lid wat volgens klousule 24.6 voortgaan om aan die Fonds deel te neem, weer trou of werk aanvaar en in aanmerking kom vir lidmaatskap van 'n ander mediese hulpskema;

(c) wanneer 'n voortsettingslid ophou om by te dra: Met dien verstande dat die Bestuursraad na goeddunke geregtig is om so 'n voortsettingslid se lidmaatskap te herstel onderhewig aan die voorwaardes wat die Bestuursraad bepaal;

(d) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis as chronies siek, blywend ongeskik of totaal onbevoeg en nie in staat om in die Haarkappersbedryf te werk nie, verklaar word: Met dien verstande dat kwalifiserende afhanklikes van sulke lede na goeddunke van die Bestuursraad kan aanhou om in aanmerking te kom vir bystand volgens voorwaardes wat die Bestuursraad bepaal;

(e) in die geval van die likwidasie van die Fonds ooreenkomstig die Ooreenkoms.

24.6.4 Enige lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle eise teen die Fonds, en as hy weer as lid toegelaat word, word hy as 'n totaal nuwe lid beskou tensy die Bestuursraad anders besluit.

24.7 Afhanklikes:

24.7.1 Die afhanklikes van lede kom kragtens klousule 24.4.1 hiervan in aanmerking vir bystand en, vir die doel van hierdie klousule beteken "afhanklike" enige persoon wat deur die lid op die Registrasievorm vir Lidmaatskap as 'n afhanklike verklaar is. Afhanklikes word tot die volgende beperk:

(a) Die wettige vrou van 'n lid of, op aansoek, die wettige man van 'n lid as hy nie 'n lid van 'n ander mediese hulpskema kan word nie, ten opsigte van wie 'n huweliksertifikaat verskaf moet word.

(b) Op aansoek by die Bestuursraad, wat bekend staan as "die gewoonteregtelike vrou" van 'n lid, of, op soortgelyke aansoek, wat bekend staan as "die gewoonteregtelike man" van 'n lid, as so 'n persoon nie 'n lid van 'n ander mediese hulpskema kan word nie: Met dien verstande dat niesteenstaande die betaling van bydraes met betrekking tot enige sodanige gewoonteregtelike gade, die Bestuursraad kan weier om bystand ten opsigte van so 'n persoon te betaal totdat hy deur vir hom aanvaarbare bewyse oortuig is dat sodanige persoon nog met die lid saamwoon.

24.6.2 Termination of membership in pursuance of clause 24.6.1 shall take effect on the date on which written notification to this effect is given by the Secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim subsequent to the date of such notification shall be entertained.

24.6.3 There shall be a right of appeal to the Board of Management from any decision of a Committee of the Fund pursuant to clause 24.5.2. The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final. Membership of the fund shall terminate—

(a) directly a member ceases to be employed and/or engaged in the Hairdressing Trade: Provided that a member who has made contributions for three consecutive months immediately prior to so ceasing employment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of one calendar month from the date of termination of employment in the Trade;

(b) directly a widow of a deceased member who continues to participate in the Fund under clause 24.6 remarries or takes up employment and is eligible to become a member of another medical aid scheme;

(c) when a continuation member ceases to contribute: Provided that the Board of Management shall be entitled at its discretion to reinstate such continuation member subject to such conditions as it may determine;

(d) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically ill, permanently disabled or totally incapacitated and unable to work in the Hairdressing Trade: Provided that eligible dependants of such members may, at the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;

(e) in the event of the liquidation of the Fund in terms of the Agreement.

24.6.4 Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund, and, if readmitted to membership, shall be regarded as an entirely new member unless the Board of Management decides otherwise.

24.7 Dependants:

24.7.1 The dependants of members shall be eligible for benefits in terms of clause 24.4.1 hereof and, for the purposes of this clause, "dependant" shall mean any person declared by the member on the Registration Form for Membership to be a dependant. Dependants shall be limited to the following:

(a) The legal wife of a member or, on application, the legal husband of a member if he is unable to become a member of another medical aid scheme, in respect of whom a marriage certificate shall be produced.

(b) On application to the Management Board, what is known as "the common law wife" of a member or, on similar application, what is known as "the common law husband" of a member if such person is unable to become a member of another medical aid scheme: Provided that notwithstanding the payment of contributions in respect of any such common law spouse the Management Board may decline to pay benefits in respect of such person until it has been satisfied by proof acceptable to it that such person is still co-habiting with the member.

(c) Enige kind, pleegkind, stiefkind of wettig aangenome kind van 'n lid, terwyl so 'n kind onder die ouderdom van 18 jaar is en ten opsigte van wie 'n geboortesertifikaat en/of aannemings- en/of pleegdokumente aan die Bestuursraad voorgelê is: Met dien verstande dat 'n kind onder die ouderdom van 18 jaar maar bo die ouderdom van 16 jaar, wat die skool verlaat het en R100 of meer per maand verdien, nie in aanmerking kom vir aanvaarding of voortsetting as 'n afhanklike nie;

(d) enige kind, pleegkind, stiefkind of wettig aangenome kind van 'n lid, as so 'n kind bo die ouderdom van 18 jaar is, en—

(i) totaal onbevoegd is weens 'n ongeluk, siekte of slegte gesondheid en wat van die lid afhanklik is vir bystand en onderhoud: Met dien verstande dat sulke totale onbevoegdheid plaasgevind het na die datum waarop hy 'n geregistreerde afhanklike van 'n lid van die Fonds geword het;

(ii) 'n voltydse student is, insluitende 'n student wat sy diensplig voltooi het en totaal van die lid afhanklik is vir bystand en onderhoud, en ten opsigte van wie 'n geboortesertifikaat en/of aannemings- en/of pleegdokumente aan die Bestuursraad voorgelê is;

(e) enige ander persoon wat deur die Bestuursraad goedgekeur is.

24.7.2 Die bepalings van die Reëls van die Fonds is *mutatis mutandis* op alle afhanklikes van toepassing.

24.8 Bydraes:

24.8.1 Van die loon van elke werknemer wat 'n lid van die vakvereniging is wat 'n party by hierdie Ooreenkoms is, en wat nie ingevolge die bepalings van hierdie Ooreenkoms uitgesluit of vrygestel is van lidmaatskap van die Fonds nie, moet bydraes tot hierdie Fonds elke maand, insluitende enige maand waartydens 'n werknemer met betaalde verlof is, afgetrek word, ooreenkomstig X van die skaal wat in die bylae van klousule 24.8.2 uiteengesit is.

24.8.2 Elke werkgever wat 'n lid van die werkgewers-organisasie is wat 'n party by hierdie Ooreenkoms is en wat nie ingevolge die bepalings van hierdie Ooreenkoms uitgesluit of vrygestel is van lidmaatskap van die Fonds nie, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, insluitende enige maand waartydens so 'n werkgever met gewone of siekteverlof is, bydraes tot hierdie Fonds betaal ooreenkomstig Y van die skaal wat in die bylae van hierdie klousule uiteengesit is.

(c) Any child, foster child, stepchild or legally adopted child of a member while such child is under the age of 18 years and in respect of whom a birth certificate and/or adoption and/or fostering papers have been produced to the Board: Provided that a child under the age of 18 years but over the age of 16 years who has left school and is earning R100 per month or more shall not be eligible for acceptance or continuance as a dependant;

(d) any child, foster child, stepchild or legally adopted child of a member if such child is over the age of 18 years—

(i) who is totally incapacitated by reason of accident, disease or ill-health and who is dependant on the member for support and maintenance: Provided that such total incapacity shall have occurred after the date of becoming a registered dependant of a member of the Fund;

(ii) who is a full-time student, including a student who has completed military service, and is fully dependant on the member for support and maintenance; and in respect of whom a birth certificate and/or fostering papers have been produced to the Board;

(e) any other person approved by the Board of Management.

24.7.2 The provisions of the Rules of the Fund shall apply *mutatis mutandis* in respect of all dependants.

24.8 Contributions:

24.8.1 From the wage of each employee who is a member of the trade union which is a party to this Agreement and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement, contributions to this Fund shall be deducted each month, including any month during which an employee is on paid leave, in accordance with X of the scale set out in the schedule under clause 24.8.2.

24.8.2 Every employer who is a member of the employers' organisation which is a party to this Agreement and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave, contributions to this Fund in accordance with Y of the scale set out in the schedule under this clause.

KATEGORIE VAN LEDE		Skema A Slegs lid	SKEMA B				
			Slegs lid	Lid met 1 afhank- like	L + 2	L + 3	L + 4
Werkgever (verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Werkgever (nie-verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Haarkapper: Kode QET, CC, COH en CE	X	12,00	44,00	84,00	124,00	164,00	204,00
	Y	6,00	6,00	6,00	6,00	6,00	6,00
Ontvangsdame en/of telefoniste	X	10,00	44,00	84,00	124,00	164,00	204,00
	Y	6,00	6,00	6,00	6,00	6,00	6,00
Werknemers (n.E.V.)	X	12,00	44,00	84,00	124,00	164,00	204,00
	Y	6,00	6,00	6,00	6,00	6,00	6,00
Vakleerlinge	X	10,00	45,00	85,00	125,00	165,00	205,00
	Y	5,00	5,00	5,00	5,00	5,00	5,00
Leerlinge: Kode T.H.	X	10,00	45,00	85,00	125,00	165,00	205,00
	Y	5,00	5,00	5,00	5,00	5,00	5,00
Manikuris en/of skoonheidskundige	X	10,00	45,00	85,00	125,00	165,00	205,00
	Y	5,00	5,00	5,00	5,00	5,00	5,00

KATEGORIE VAN LEDE		Skema A Slegs lid	SKEMA B				
			Slegs lid	Lid met 1 afhank- like	L + 2	L + 3	L + 4
Shampoëis	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Algemene assistent	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00

NOTA: 1. X = Werknemer se deel. Y = Werkgewer se deel.

2. Werkgewers (verbonde of nie) betaal slegs die "Y"-bydrae vir hulleself.

3. Werkgewers se bydrae in Skema B is dieselfde soos in Skema A voorgeskryf met betrekking tot hulle werknemers, en werkgewers is nie verplig om tot enige koste met betrekking tot die lede se afhanklikes by te dra nie.

3.1 VOORBEELD:

Bydrae vir 'n haarkapper met twee afhanklikes is R6,00 vir die werkgewer en R124,00 vir die werknemer.

CATEGORY OF MEMBERS		Scheme A Member only	SCHEME B				
			Member only	Member with 1 dependant	M + 2	M + 3	M + 4
Employer (federated)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Employer (non-federated)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Hairdresser: Code QET, CC, COH and CE	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Receptionist and/or telephonist	X Y	10,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Employees (nes)	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Apprentices	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Trainees: Code TH	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Manicuris and/or beauty culturist	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Shampooist	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
General assistant	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00

NOTE: 1. X = Employee's shares. Y = Employer's share.

2. Employers (whether federated or not) pay only the "Y" contributions for themselves.

3. Employers' contributions in Scheme B are the same as those prescribed in Scheme A in respect of their employees, and employers are not liable to contribute to any cost in respect of the members' dependants.

3.1 EXAMPLE:

Contributions for a hairdresser and two dependants will be R6,00 for the employer and R124,00 for the employee.

24.8.3 Die aantal afhanklikes sal vasgestel word aan die hand van die Registrasievorm vir Lidmaatskap, soos deur die lid ingedien kragtens en onderhewig aan die bepalings van klousules 24.5 en 24.8 respektiewelik.

24.8.4 Bydraes ooreenkomstig klousule 24.8.1 mag van die lone van vakleerlinge afgetrek word op hulle skriftelike versoek.

24.8.5 Bydraes ooreenkomstig die bylae van klousule 24.8.2 mag van die lone van persone in klousule 24.5.1 (b) bedoel, afgetrek word op hulle skriftelike versoek.

24.8.3 The number of dependants shall be determined from the Registration Form for Membership as submitted by the member in terms of and subject to the provisions of clauses 24.5 and 24.8 respectively.

24.8.4 Contributions in accordance with clause 24.8.1 may be deducted from the wages of apprentices at their written request.

24.8.5 Contributions in accordance with the schedule under clause 24.8.2 may be deducted from the wages of persons referred to in clause 24.5.1 (b) at their written request.

24.8.6 By die bedrae wat kragtens klousule 24.8.2 afgetrek word, moet die werkgewer Y-bedrag byvoeg en die totale som vir elke maand aan die Raad stuur, saam met 'n staat in 'n vorm soos van tyd tot tyd deur die Raad voorgeskryf word. Die bedrag wat kragtens hierdie klousule elke maand betaalbaar is, moet aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, gestuur word nie later nie as die 7de dag van die maand wat onmiddellik daarop volg.

24.8.7 Indien enige bedrag wat kragtens hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop kontantbetaling inderdaad deur die Raad ontvang is: Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, af te sien van die betaling van sulke rente of gedeelte daarvan.

24.8.8 Nieteenstaande die bepalinge van klousule 24.8.7 mag versuim van die werkgewer om die aftrekkings van werknemers se bydraes te maak wat hy verplig is om te maak, die werkgewer nie vrystel om die totale bedrag van die werknemer se bydrae en sy eie bydrae by die Raad in te dien nie.

24.9 Bystand: Skema A:

24.9.1 Onderhewig aan die bedinge, voorwaardes, bepalinge en vereistes van die reëls van die Fonds waarop van tyd tot tyd deur die Bestuursraad besluit word, is 'n lid geregtig op bystand met betrekking tot mediese en/of tandheelkundige en/of optiese dienste en siekegeldbystand in enige enkele bystandsiklus van 52 weke, wat nie die ondergemelde maksimum perke oorskry nie.

24.9.2 Betaling van onkoste vir voorskrifte wat nie 'n bedrag van R850 in totaal in enige siklus van 52 weke van bydraende diens van die lid oorskry nie.

24.9.3 Gratis mediese behandeling (insluitende chirurgiese behandeling en kraamgevalle), behalwe waar dit in geheel of gedeeltelik goedgekeur is deur die Bestuursraad en mediese beampte(s) wat deur die Bestuursraad aangestel is.

24.9.4 Betaling van koste vir tandheelkundige dienste wat nie 'n bedrag van R150 in totaal in enige siklus van 52 weke van bydraende diens oorskry nie.

24.9.5 Betaling van koste vir optiese dienste wat nie die bedrag van R200 in enige siklus van 104 weke van bydraende diens, oorskry nie: Met dien verstande dat geen lid op optiese bystand geregtig is nie alvorens hy tot die Fonds bygedra het vir ten minste 52 agtereenvolgende weke vanaf die datum van sy eerste bydrae.

24.9.6 Onderhewig aan die bepalinge van klousule 24.4.1 is lede vir wie lone voorgeskryf is in klousule 11 van hierdie Ooreenkoms, geregtig op siekegeldbystand met betrekking tot afwesigheid van die werk as gevolg van siekte en/of 'n ongeluk soos in die volgende tabel uiteengesit is:

SIEKEGELDBYSTAND		
1ste en 2de week	3de en 4de week	5de en 6de week
50%	65%	85%
van voorgeskrewe basiese loon.	van voorgeskrewe basiese loon.	van voorgeskrewe basiese loon.

24.9.7 Geen lid is geregtig op siekegeldbystand met betrekking tot afwesigheid van die werk as gevolg van siekte vir 'n tydperk van drie (3) dae of minder nie.

24.9.8 Geen siekegeldbystand word betaal nie met betrekking tot afwesigheid van die werk waarvoor vergoeding betaalbaar is ingevolge die Ongevalwet, 1941 (Wet 30 van 1941) nie.

24.8.6 To the amounts deducted in terms of clause 24.8.2 the employer shall add Y amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed by the Council. The amount payable in terms of this clause each month shall be forwarded to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following.

24.8.7 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 2,5 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment or such interest or part thereof.

24.8.8 Notwithstanding the provisions of clause 24.8.7, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

24.9 Benefits: Scheme A:

24.9.1 Subject to the terms, conditions, provisions and requirements of the rules of the Fund as decided on from time to time by the Management Board, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services and sick pay benefits in any one benefit cycle of 52 weeks, not exceeding the maximum limits hereinafter stated.

24.9.2 Payment of expenses for prescriptions not exceeding an amount of R850 in the aggregate in each cycle of 52 weeks of contributory service for the member.

24.9.3 Free medical attention (excluding surgical treatment and maternity cases), save where these are approved wholly or in part by the Management Board and the medical officer(s) appointed by the Board.

24.9.4 Payment of expenses for dental service not exceeding the amount of R150 in the aggregate in each cycle of 52 weeks of contributory service.

24.9.5 Payment of expenses for optical services not exceeding the amount of R200 in each cycle of 104 weeks of contributory service: Provided that no member shall be entitled to optical benefits until he has made contributions to the Fund for at least 52 consecutive weeks from the date of his first contribution.

24.9.6 Subject to the provisions of clause 24.4.1, members for whom wages are prescribed under clause 11 of the Agreement shall be entitled to sick pay benefits in respect of absences from work owing to illness and/or accident as detailed in the following table:

SICK PAY BENEFITS		
1st and 2nd week	3rd and 4th week	5th and 6th week
50%	65%	85%
of prescribed basic wage.	of prescribed basic wage.	of prescribed basic wage.

24.9.7 No member shall be entitled to sick pay benefits in respect of absences from work owing to illness for a period of three (3) days or less.

24.9.8 No sick pay benefit shall be paid in respect of absences from work for which compensation is payable under the Workman's Compensation Act, 1941 (Act 30 of 1941).

24.9.9 Geen siektegeldbystand word betaal nie met betrekking tot afwesigheid van die werk as gevolg van aanranding of motorongelukke wat nie by die Suid-Afrikaanse Polisie aangegee is nie.

24.9.10 Geen betaling word gemaak nie met betrekking tot openbare vakansiedae of met betrekking tot enige gedeelte van die betaalde verlof in klousule 14 bedoel.

24.10 *Bystand: Skema B:*

24.10.1 Onderhewig aan die bedinge, voorwaardes, bepalinge en vereistes van die Reëls van die Fonds is 'n lid geregtig op bystand met betrekking tot mediese en/of tandheelkundige en/of optiese dienste wat in enige enkele bystandsiklus van 52 weke gelewer is, bereken vanaf die datum waarop die lid siek geword het of in 'n ongeluk betrokke was, en waarvolgens die lid op bystand geregtig is. Dit mag nie die jaarlikse maksimum beperking van R2 000 in totaal vir die lid en sy afhanklikes oorskry nie.

24.10.2 Betaling vir koste vir dienste sluit die volgende in:

(a) Gratis algemene mediese behandeling wat deur die mediese beambptes van die Fonds toegedien word, of die dienste van 'n lid se eie privaat dokter waarvoor die Fonds se aanspreeklikheid nie meer as R12 per besoek is nie, tot hoogstens die bedrag van R1 000 per gesin in enige siklus van 52 weke bydraende diens.

(b) Betaling van koste vir tandheelkundige dienste wat nie die bedrag van R150 in enige siklus van 52 weke bydraende diens oorskry nie.

(c) Betaling van koste vir optiese dienste wat nie die bedrag van R200 vir elke 104 weke bydraende diens oorskry nie.

24.10.3 Nieteenstaande die bepalinge van hierdie klousule is geen lid geregtig op bystand nie alvorens hy vir ten minste drie agtereenvolgende maande 'n lid van die Fonds was. Wanneer 'n lid ophou om in die Haarkappersbedryf te werk, behalwe in die geval van werkloosheid kragtens klousule 24.6, moet sy lidmaatskap van die Fonds, vir die doel om vir bystand in aanmerking te kom, geag word weer te begin nadat hy 'n lid van die Fonds was vir ten minste drie agtereenvolgende maande vanaf die datum van sy herindiening in die Bedryf.

24.10.4 Die Bestuursraad, na sy uitsluitlike goeddunke, kan, nieteenstaande die bepalinge van die Reëls, *ex gratia* uitbetalings aan lede en/of hulle afhanklikes maak na gelang van die spesiale omstandighede van elke geval.

24.10.5 'n Lid is nie op bystand kragtens hierdie klousule geregtig nie vir enige tydperk waartydens hy nie die bepalinge van hierdie Ooreenkoms nakom nie.

24.11 *Administrasie van die Fonds:*

24.11.1 Onderworpe aan die algemene leiding van die Raad moet die Fonds geadmistreer word deur 'n Bestuursraad bestaande uit drie persone wat deur die werkgewersorganisasies benoem word en drie persone wat deur die vakvereniging benoem sal word.

24.11.2 Die Bestuursraad het die bevoegdheid om reëls vir die beheer van die administrasie van die Fonds te maak en te verander. Afskrifte van die reëls en enige wysigings daarvan, wat in ooreenstemming met hierdie Ooreenkoms of enige wet moet wees, moet by die Direkteur-generaal van Mannekrag ingedien word. Die reëls van die Fonds moet onder andere die volgende voorskryf:

(a) Die Fonds se bystand en uitsluitings en die kwalifikasies wat aan bystand verbonde is.

(b) Die prosedure vir die inlewering en betaling van eise.

(c) Enige ander aangeleentheid waarop die Bestuursraad besluit.

24.9.9 No sick pay benefit shall be paid in respect of absences from work owing to assault or motor vehicle accidents which are not reported to the South African Police.

24.9.10 No payment shall be made in respect of public holidays or in respect of any part of the paid leave referred to in clause 14.

24.10 *Benefits: Scheme B:*

24.10.1 Subject to the terms, conditions, provisions and requirements of the Rules of the Fund, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services rendered in any one benefit cycle of 52 weeks, calculated from the date on which the member became ill or met with an accident entitling the member to benefits in terms hereof and not exceeding the annual maximum limit of R2 000 in the aggregate for the member and his dependants.

24.10.2 Payment of expenses for services shall include:

(a) Free general medical attention administered by the medical officers of the Fund or the services of the member's own private practitioner for which the Fund's liability shall not exceed R12 per visit, up to and not exceeding the amount of R1 000 per family in each cycle of 52 weeks of contributory service.

(b) Payment of expenses for dental services not exceeding the amount of R150, in each cycle of 52 weeks of contributory service.

(c) Payment of expenses for optical services not exceeding the amount of R200 every 104 weeks of contributory service.

24.10.3 Notwithstanding the provisions of this clause, no member shall be entitled to benefits until he has been a member of the Fund for at least three consecutive months. Where a member ceases to be employed in the Hairdressing Trade other than in the case of unemployment in terms of clause 24.6 his membership of the Fund for the purposes of qualification for benefits shall be deemed to recommence after he has been a member of the Fund for at least three consecutive months from his date of re-employment in the Trade.

24.10.4 The Board of Management in its entire discretion may, notwithstanding the provisions of the Rules, make *ex gratia* payments to members and/or their dependants according to the special circumstances of each case.

24.10.5 A member shall not be entitled to benefits in terms of this clause for any period during which he does not comply with the provisions of this Agreement.

24.11 *Administration of the Fund:*

24.11.1 Subject to the general direction of the Council, the Fund shall be administered by a Board of Management comprising three persons nominated by the employers' organisations and three persons nominated by the trade union.

24.11.2 The Board of Management shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall be consistent with this Agreement or any Act, shall be lodged with the Director-General of Manpower. The rules of the Fund shall *inter alia* prescribe:

(a) The Fund's benefits and exclusions and the qualifications attaching to benefits.

(b) The procedure for the lodging and payment of claims.

(c) Any other matter which the Board may decide.

24.11.3 Die Bestuursraad moet 'n Sekretaris aanstel wat as die Sekretaris van die Fonds bekend staan, en ook sodanige ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds, of die Bestuursraad kan enige persoon, maatskappy of beslote korporasie volmag gee oor die administrasie van die Fonds volgens die bedinge en voorwaardes wat die Bestuursraad geskik ag: Met dien verstande dat enige administrasiekoste wat aan enige sodanige persoon, maatskappy of beslote korporasie betaal word, in totaal nie meer is nie as 12 persent van die bydraes en inkomste ontvang deur die Fonds in enige jaarlikse bystandssiklus, en andersins volgens bepalings wat in ooreenstemming met hierdie Ooreenkoms moet wees.

24.11.4 Die Bestuursraad mag enige of alle bystand weier en/of weerhou van enige lid en/of sy afhanklikes wat, na die Bestuursraad se mening, op 'n manier opgetree het wat bedoel is om die belange van die Fonds of sy lede te benadeel of redelikerwys waarskynlik sal benadeel: Met dien verstande dat so 'n lid die geleentheid gegun word om by die Raad 'n appél teen die besluit van die Bestuursraad in te dien, en die Raad se besluit is final.

24.11.5 Enige geskille aangaande die vertolking, betekenis of bedoeling van enige van die bepalings van hierdie Ooreenkoms, of aangaande die administrasie van die Fonds, wat die Bestuursraad nie in staat is om op te los nie, moet na die Raad vir 'n besluit verwys word.

24.11.6 Indien te enige tyd die bedrag wat in krediet van die Fonds staan, te eniger tyd tot minder as R2 000 daal, moet bystanduitbetalings gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Fonds R4 000 oorskry: Met dien verstande dat wanneer uitbetalings hervat word, die eise wat tydens so 'n stakingstydperk ingestel is, in die orde waarin hulle ontvang is, hanteer moet word.

24.11.7 Alle koste wat in verband met die administrasie van die Fonds gemaak is, is vir die Fonds se rekening.

24.11.8 Die Bestuursraad is bevoeg om komitees of subkomitees aan te stel en om aan sodanige komitees of subkomitees bevoegdhede te deleger wat nie teenstrydig met hierdie Ooreenkoms of met die reëls van die Fonds is nie.

24.12 Vrywaring:

24.12.1 Die lede van die Bestuursraad en die amptenare en werknemers van die Fonds, insluitende enige persoon, maatskappy of beslote korporasie in klousule 24.11.3 bedoel, is nie aanspreeklik nie vir die skulde en verpligtinge van die Fonds en hulle word hiermee deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hulle pligte.

24.13 Finansiële beheer:

24.13.1 Alle gelde wat namens die Fonds ontvang word, moet in 'n bank of banke betaal word, en alle tjeks wat teen die Fonds getrek word, moet deur ten minste twee persone wat deur die Bestuursraad aangestel is, geteken word.

24.13.2 Die Bestuursraad kan alle gelde wat nie onmiddellik benodig word om die huidige vorderings teen die Fonds te dek nie belê soos die Bestuursraad van tyd tot tyd besluit, onderhewig aan die bepalings van artikel 21 (3) van die Wet.

24.13.3 Die Raad kan lenings aangaan en/of 'n oortrekking van 'n bank verkry of van ander partye leen op die bedinge waarop ooreengekom word vir 'n bedrag soos van tyd tot tyd deur die Bestuursraad goedgekeur word vir die doel om die nodige geld vir enige doel van die Fonds te verkry.

24.13.4 Alle waarborge, verbande, eiendomsbewyse en ander dokumente, as daar is, moet in die Fonds se naam geregistreer word en mag nie oorgedra, vervreem of andersins oor beskik word nie, behalwe met die Bestuursraad se goedkeuring. Die Bestuursraad moet vier lede van die Bestuursraad benoem as ondertekenaars vir bogemelde doel, van wie die handtekeninge van enige twee voldoende is vir die doel om die besluite van die Bestuursraad ten uitvoer te bring. Sodanige ondertekenaars beklee hulle amp vir 'n onbepaalde tyd of vir 'n tydperk wat die Bestuursraad bepaal wanneer hy hulle aanstel.

24.13.5 Die Bestuursraad moet volledige en ware rekeninge van die Fonds laat bewaar, welke rekeninge deur 'n openbare rekenmeester gebalanseer en geouditeer moet word soos op 31 Desember van elke jaar.

24.11.3 The Board of Management shall appoint a secretary, who shall be known as the Secretary of the fund, and such other staff as may be necessary for the proper administration of the Fund, or it may delegate to any person, company or close corporation the administration of the Fund upon such terms and conditions as the Board may deem appropriate: Provided that any administration costs paid to any such persons, company or close corporation shall not exceed in the aggregate 12 per cent of the contributions and income received by the Fund in any annual cycle of benefits, and otherwise upon terms which shall be consistent with this Agreement.

24.11.4 The Board of Management may refuse and/or withhold any or all benefits from any member and/or his dependants who, in its opinion, have acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Board of Management to the Council, whose decision shall be final.

24.11.5 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Board of Management is unable to settle, shall be referred to the Council for decision.

24.11.6 If at any time the amount standing to the credit of the Fund drops below R2 000, benefit payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R4 000: Provided that upon payments being resumed, claims made during such period of suspension shall be met in the order in which they were received.

24.11.7 All expenses incurred in connection with the administration of the fund shall be a charge against the Fund.

24.11.8 The Board of Management shall be empowered to appoint committees or subcommittees and to delegate to such committees or subcommittees such powers as are not inconsistent with this Agreement or with the rules of the Fund.

24.12 Indemnity:

24.12.1 The members of the Board of Management and the officers and employees of the Fund, including any person, company or close corporation contemplated by clause 24.11.3 shall not be liable for the debts and liabilities of the Fund and are hereby indemnified by the Fund against all losses and expenses incurred by them in or in connection with the *bona fide* discharge of their duties.

24.13 Financial control:

24.13.1 All monies received on the account of the fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by at least two persons appointed by the Board.

24.13.2 The Board may invest all monies not immediately required to meet the current charges upon the fund as it may from time to time determine, subject to the provisions of section 21 (3) of the Act.

24.13.3 The Board may make loans and/or obtain an overdraft from a bank or borrow from other parties on such terms as may be agreed upon for such sum as may be approved by the Board of Management from time to time for the purpose of acquiring the money necessary for any purpose of the Fund.

24.13.4 All securities, mortgage bonds, title deeds and other documents, if any, shall be registered in the name of the Fund and shall not be transferred, alienated or otherwise disposed of except with the approval of the Board. The Board of Management shall nominate four members of the Board as signatories for the above purpose, the signatures of any two of whom shall be sufficient for the purpose of giving effect to the resolutions of the Board of management. Such signatories shall hold office indefinitely or for such period as the Board when appointing them may decide.

24.13.5 The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at 31 December of each year.

24.13.6 Die Bestuursraad moet 'n jaarverslag oor die handelinge van die Fonds opstel, saam met 'n afskrif van die ouditeursverslag en die balansstaat van die Fonds en 'n staat van die ontvangste en uitgawes vir die finansiële jaar eindigende elke 31 Desember, wat jaarliks, sodra dit beskikbaar is, aan die Direkteur-generaal van Mannekrag en die partye by hierdie Ooreenkoms gepos moet word, en ter inligting van die werkgewers en lede gepubliseer word op 'n wyse wat die Bestuursraad van tyd tot tyd bepaal.

24.13.7 Die Bestuursraad moet aantekeninge van die Fonds hou wat te eniger tyd 'n aktuariële waardering moontlik sal maak; sodanige aantekeninge moet ook die ander besonderhede en inligting weergee die Bestuursraad wenslik ag. Die resultaat van enige aktuariële waardering moet in 'n verslag vervat word wat by die Bestuursraad ingedien moet word. Die partye by die Ooreenkoms moet 'n afskrif van sodanige verslag ontvang.

24.13.8 Die Bestuursraad moet ook, ter inligting van werkgewers en lede, besonderhede van enige verslag ingevolge kousule 24.13.7, of 'n opsomming daarvan, publiseer in 'n vorm en op 'n wyse wat die Bestuursraad bepaal.

24.13.9 Die koste in verband met of bykomstig by die instelling van die Fonds of die bestuur of administrasie van die Fonds en vir die beleggings daarvan, insluitende die koste van ouditering en aktuariële ondersoeke, moet deur die Fonds gedra word.

24.13.10 Alle kontrakte wat deur die Fonds aangegaan word en die Fonds bind, moet deur die Bestuursraad aangegaan word en alle dokumente met betrekking daartoe moet deur minstens twee lede van die Bestuursraad, wat deur die Bestuursraad behoorlik daartoe gemagtig is, geteken word.

24.13.11 Enige winste of verliese as gevolg van die realisering van beleggings van die Fonds moet in die krediet of debiet van die Fonds staan, na gelang van die geval.

24.14 *Verstryking van die Ooreenkoms:*

24.14.1 Enige ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet, wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

24.14.2 Indien hierdie Ooreenkoms sou verstryk deur verloop van tyd of om enige ander rede, moet die Fonds voortgaan om deur die Bestuursraad wat dan bestaan, geadminestreer te word, totdat dit of kragtens kousule 15 behandel word of deur die Raad oorgedra word aan enige ander fonds wat vir dieselfde doel saamgestel is as waarvoor hierdie Fonds geskep is.

24.14.3 Indien die Raad ontbind word of ophou funksioneer ooreenkomstig artikel 34 (2) van die Wet tydens enige tydperk waarin hierdie Ooreenkoms bindend is moet die Bestuursraad voortgaan om die Fonds te administreer, en die lede van sodanige Bestuursraad moet op die datum waarop die Raad ophou om te funksioneer te ontbind word, vir dié doel as lede daarvan beskou word: Met dien verstande egter dat enige vakature wat in so 'n Bestuursraad ontstaan, deur die Nywerheidsregistrator met werkgewers of werknemers van die Haarkappersbedryf aangevul mag word om gelykheid van werkgewer- en werknemerverteenwoordigers en plaasvervangers in die lidmaatskap van die Bestuursraad te verseker.

24.15 *Likwidasie:*

24.15.1 Met die verval van die Ooreenkoms deur verloop van tyd of om enige ander rede, en behalwe as dit binne twee jaar hernu of vervang word deur 'n ander ooreenkoms wat die Fonds voortsit, of wanneer die Fonds nie deur die Raad oorgedra is nie aan enige ander fonds wat vir dieselfde doel tot

24.13.6 The Board shall compile an annual report on the working of the Fund, together with a copy of the auditor's report and the balance sheet of the fund and a statement of the revenue and expenditure for the financial year ending each 31 December, which shall be posted annually as soon as available to the Director-General of Manpower and the parties to this Agreement and published for the information of the employers and members by such means as the Board may from time to time determine.

24.13.7 The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report.

24.13.8 The Board shall also publish for the information of employers and members particulars of any report pursuant to clause 24.13.7 or a summary thereof in such form and by such means as the Board may determine.

24.13.9 The expenses in connection with or incidental to the inauguration of the Fund or the management or administration of the Fund and the investments thereof, including the cost of auditing and actuarial investigations, shall be borne by the Fund.

24.13.10 All contracts entered into by the Fund and binding on the Fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised thereto by the Board.

24.13.11 Any profits or losses entailed in the realisation of the investments of the Fund shall be to the credit or debit of the Fund, as the case may be.

24.14 *Expiry of the Agreement:*

24.14.1 Any agreement declared by the Minister to be binding in terms of section 48 of the Act, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

24.14.2 Should this Agreement expire by the effluxion of time or for any other reason the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 15 or transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

24.14.3 In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Board may be filled by the Industrial Registrar from employers or employees in the Hairdressing Trade to ensure an equality of employer and employee representatives and alternates in the membership of the Board.

24.15 *Liquidation:*

24.15.1 Upon expiry of the Agreement by effluxion of time or for any other reasons and unless within two years it is renewed or replaced by another agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance

stand gebring is ooreenkomstig die bepalings van klousule 14 binne die gemelde tydperk van twee jaar, moet die Fonds gelikwiede word. Met likwidasië van die Fonds moet die geld wat nog in die krediet van die Fonds oorbly na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, gelykop verdeel word tussen die werkgersorganisasie en die vakvereniging. Die Fonds moet gelikwiede word deur die Bestuursraad, wat kragtens hierdie klousule werk, of deur die trustee(s) wat kragtens die gemelde klousule aangestel is, na gelang van die geval.

24.16 **Bystand onvervreembaar:**

24.16.1 Die bystand wat deur die Fonds verskaf word, is nie oordraagbaar nie en enige lid wat probeer om sy regte toe te wys, oor te dra, af te staan, te verpand of met 'n verband te beswaar, hou onverwylde op om geregtig te wees op enige bystand hoegenaamd en lidmaatskap van die Fonds met betrekking tot homself en sy afhanklikes moet beëindig word.

24.16.2 Geen persoon, hetsy 'n lid al dan nie, het enige eis teen of reg op belange in of ten opsigte van die Fonds of enige bydrae daartoe of enige belange daarin of enige eis teen die Bestuursraad of die Fonds nie, behalwe ingevolge ooreenkomstig die bepalings van die reëls van die Fonds.

24.16.3 By 'n besluit oor 'n feitevraag kan die Bestuursraad, tensy die reëls anders bepaal, handel volgens getuigenis wat hy voldoende ag, hetsy dit op wettige bewys neerkom of nie.

24.16.4 Enige beslissing van die Bestuursraad oor die feitevraag en enige optrede deur die Bestuursraad ingevolge enige beslissing wat deur die reëls aan hom toevertrou is, is finaal en is nie onderhewig aan appellêrsiensiening nie.

24.17 **Eise:**

24.17.1 Eise vir siekegeldbystand en/of spesiale siekegeldbystand van die Fonds moet by die Fonds ingedien word op die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf en moet vergesel gaan van 'n uitvoerige mediese sertifikaat in die voorgeskrewe vorm. Die koste van die mediese sertifikaat moet deur die betrokke lid gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike mediese ondersoek mag vereis, waarvan die koste deur Skema A of Skema B van die Fonds gedra moet word, na gelang van die geval.

24.17.2 Geen eise mag deur die Fonds erken word as dit nie binne 3 (drie) maande na die datum waarop sulke koste aangegaan is, ingedien word nie, en ook nie as die lid versuim het om volgens behoorlike mediese advies te handel nie.

24.17.3 Dit sal voldoende betaling van enige eis wees wanneer 'n tjek met vooruitbetaalde pos versend word na die adres wat op die voorgeskrewe eisvorm van die Bestuurskomitee gegee is, en indien enige tjek wat so verstuur is nie binne ses maande vanaf die datum van uitgifte betaal is nie, sal die eis verbeur word tot voordeel van die Fonds: Met dien verstande dat die Bestuurskomitee die gesag sal hê om, na sy goeddunke, 'n *ex gratia*-uitbetaling te maak met betrekking tot enige eis wat kragtens hierdie klousule verbeur is.

24.18 **Begrafnisbystand:**

24.18.1 Onderhewig aan die bepalings van klousules 24.9.1 en 24.10.1, met die sterfte van 'n lid wat op bystand van die Fonds geregtig is, is begrafnisbystand van R300 betaalbaar aan die oorlewende gade of aan 'n persoon wat die Bestuurskomitee beskou as geregtig om die bystand te ontvang, by voorlegging van sodanige sterfbewys van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis.

24.19 **Voorbehoud:**

Nieteenstaande enige andersluidende bepalings van hierdie Ooreenkoms geld die volgende:

24.19.1 Die Bestuurskomitee het die bevoegdheid om na goeddunke addisionele hulp toe te staan aan lede in gevalle van ontbering as gevolg van siekte, en mag hy spesiale bystand toestaan aan lede deur middel van geldelike toelaes, lenings of andersins, op die voorwaardes wat hy van tyd tot tyd bepaal.

with the provisions of clause 14 within the said period of two years, the Fund shall be liquidated. Upon liquidation of the Fund, the monies remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be equally apportioned between the employers' organisation and the trade union. The Fund shall be liquidated by the Board of Management functioning in terms of this clause or by the trustee(s) appointed in terms of the said clause, as the case may be.

24.16 **Benefits inalienable:**

24.16.1 The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

24.16.2 No person, whether a member or otherwise, shall have any claim or right to or interest upon or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Board or the Fund, except under and in accordance with the provisions of the rules of the Fund.

24.16.3 In deciding any question of fact the Board may, unless otherwise provided in the rules, act upon such evidence as it may deem adequate, whether or not such evidence amounts to legal proof.

24.16.4 Any decision of the Board upon any question or fact and any action taken by the Board in terms of any decision entrusted to it by the rules shall be final and shall not be subject to appeal or review.

24.17 **Claims:**

24.17.1 Claims for sick pay benefits and/or special sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the member concerned: Provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be borne by Scheme A or Scheme B of the Fund, as the case may be.

24.17.2 No claims shall be recognised by the Fund if not submitted within three (3) months after the date on which such liabilities were incurred, nor if the member has failed to act upon proper medical advice.

24.17.3 It shall be sufficient payment of any claim if a cheque is dispatched by prepaid post to the address given in the claim form prescribed by the Management Committee, and if any cheque so sent is not paid within six months of the date of issue, the claim shall be forfeited to the benefit of the Fund: Provided that the Management Committee shall have the power in its discretion to make an *ex gratia* payment in respect of any claim forfeited in terms of this clause.

24.18 **Funeral benefits:**

24.18.1 Subject to the provisions of clause 24.9.1 and 24.10.1, at the death a member entitled to benefit from the Fund, a funeral benefit of R300 shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

24.19 **Reservations:**

The following shall apply notwithstanding anything to the contrary contained in this Agreement:

24.19.1 The Management Committee shall have discretionary power to grant additional assistance to members in cases of hardship arising from illness and may grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine.

24.19.2 Die Bestuurskomitee kan vrystelling verleen van enige van die bepalings van hierdie Ooreenkoms op sodanige bedinge en voorwaardes en vir sodanige tydperke as wat hy bepaal, en aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

24.19.3 Die Bestuursraad kan reëls instel wat nie strydig met die Wet en hierdie Ooreenkoms is nie, uitsluitende enige siekte waarvolgens 'n lid die reg op bystand het kragtens hierdie Ooreenkoms. Totdat sulke reëls deur die Bestuursraad gemaak is, is die Fonds nie aanspreeklik om bystand te betaal nie vir enige siekte waarvoor Siektebystandsfonds vir die Haarkappers-bedryf nie volkome of gedeeltelik aanspreeklik sou wees vir betaling van mediese koste in verband met sulke siekte nie.

24.19.4 'n Vakleerling wat nie 'n lid van die Fonds is nie, 'n los werknemer en enige ander werknemer wat van die Fonds uitgesluit is weens—

(a) chroniese siekte;

(b) enige ander goeie rede wat deur die Bestuursraad as voldoende erken word;

en wat van die werk afwesig is weens ongeskiktheid, moet deur die werkgever altesaam minstens 36 dae siekteverlof toegestaan word tydens enige tydperk van 36 agtereenvolgende maande diens by hom, en die werkgever moet so 'n werknemer ten opsigte van die afwesigheidstydperk kragtens klousule 24.9.4 'n bedrag betaal van minstens die loon wat hy sou ontvang het as hy tydens sodanige tydperk gewerk het. Met dien verstande dat—

(a) gedurende die eerste 12 maande van diens 'n werknemer nie geregtig is nie op siekteverlof met volle betaling teen 'n koers van meer as een werkdag vir elke voltooide maand diens;

(b) 'n werknemer, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag geëis kragtens klousule 24.19.4 deur 'n werknemer vir enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n mediese dokter geteken is en wat die aard en duurte van die werknemer se ongeskiktheid weergee. Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van tot agt weke betaling ontvang het kragtens klousule 24.19 by twee of meer geleenthede sonder om so 'n sertifikaat te toon, sy werkgever gedurende die tydperk van agt weke wat volg onmiddellik op die vorige sodanige geleentheid, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk te toon.

24.19.5 Vir die doel van klousule 24.19.4—

(a) sluit "diens" in enige tydperk waartydens 'n werknemer—

(i) met jaarlikse verlof is;

(ii) met siekteverlof is;

(iii) van die werk afwesig is in opdrag of op versoek van sy werkgever; of

(iv) diensplig doen ingevolge die Verdedigingswet, 1957,

wat altesaam in enige jaar neerkom op hoogstens 10 weke met betrekking tot (i), (ii) en (iii), plus tot vier maande diensplig in (iv) bedoel wat in daardie jaar gedoen is, en enige ononderbroke diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms moet vir die doel van klousule 24.19.4 as in diens beskou word, en enige siekteverlof met volle betaling wat aan so 'n werknemer toegestaan is tydens so 'n tydperk, moet vir die doel van klousule 24.19.4 geag word toegestaan te wees kragtens hierdie Ooreenkoms; en

24.19.2 The Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine, and application for exemption shall be made to the Secretary of the Council.

24.19.3 The Board may make rules not inconsistent with the Act and this Agreement, excluding any illness as entitling a member to benefits in terms of this Agreement. Until such rules shall have been made by the Board the Fund shall not be liable to pay benefits for any illness in respect of which the Hairdressing Trade Sick Benefit Fund would not be liable wholly or in part for the payment of medical expenses connected with such illness.

24.19.4 An apprentice who is not a member of the Fund, a casual employee, and any other employee who has been excluded from the Fund on account of—

(a) chronic illness;

(b) any other good reason recognised by the Board as being sufficient;

and who is absent from work through incapacity, shall be granted by the employer not less than 36 days' sick leave in the aggregate during any period of 36 consecutive months of employment with him, and the employer shall pay such employee in respect of the period of absence in terms of clause 24.9.4 an amount not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of clause 24.19.4 by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner, stating the nature and duration of the employee's incapacity: Provided that when an employee has, during any period of up to eight weeks, received payment in terms of clause 24.19 on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work.

24.19.5 For the purposes of clause 24.19.4—

(a) "employment" includes any period during which an employee—

(i) is on annual leave;

(ii) is on sick leave;

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

(iv) is doing military service in terms of the Defence Act, 1957,

such period amounting in the aggregate in any one year to not more than 10 weeks in respect of (i), (ii) and (iii), plus up to four months of military service as referred to in (iv) rendered during that year, and any continuous employment which an employee has had with the same employer immediately before the date of the commencement of this Agreement shall, for the purposes of clause 24.19.4, be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall, for the purposes of clause 24.19.4, be deemed to have been granted under this Agreement; and

(b) beteken "ongeskiktheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd siekte of besering veroorsaak deur 'n werknemer se eie wangedrag, 'n siekte verbonde aan swangerskap en deelname aan gevaarlike en/of beroepsport: Met dien verstande dat enige sodanige onvermoë om te werk, wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs tydens enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling kragtens daardie Wet betaalbaar is nie.

24.19.6 Behoudens die bepalings van klousule 24.19.3 van hierdie Ooreenkoms kan die Bestuursraad, indien 'n lid blywend ongeskik is as gevolg van swak gesondheid, en op sodanige voorwaardes as wat die Bestuursraad in die algemeen of in enige spesifieke geval voorskryf, die tydperk van bystand in klousule 24.19.1 bedoel, verleng, maar op so 'n wyse dat die maksimum tydperk van bystand betaalbaar kragtens hierdie klousule nie twee jaar oorskry nie.

25. VERSKAFFING VAN TOERUSTING

'n Werkgewer moet, vir die gebruik van elke haarkapper (gekwalifiseerd), alle nodige gereedskap en toerusting om sy werk uit te voer, verskaf, uitgesonderd—

- (i) krultoeusting;
- (ii) skêre;
- (iii) kamme;
- (iv) handdroërs;
- (v) haarknippers;
- (vi) skeermesse;
- (vii) kartelknippies;
- (viii) borsels;
- (ix) beskermende kleding;
- (x) nekborsels; en
- (xi) sonstrepingskappe:

Met dien verstande dat in gevalle waar die werkgewer 'n kleurskema ten opsigte van beskermende kleding ingestel het om by die kleurskema van sy salon te pas, hy die beskermende kleding moet verskaf, maar daar mag nie van hom vereis word om meer as twee aan elke werknemer in enige 12-maandetydperk te verskaf nie.

26. HANDHAWING VAN HIERDIE OOREENKOMS

Die Raad kan, vir die doel om die nakoming van hierdie Ooreenkoms te handhaaf, toevlug tot enige wettige maatreëls neem, óf volgens die Wet óf volgens die Raad se Konstitusie.

27. ULTRA VIRES-BEPALINGS IN OOREENKOMS

Indien enige bepaling in hierdie Ooreenkoms ongeldig of *ultra vires* die bevoegdhede van die Minister of van die partye hierby is, voor of na publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet, raak dit hoegenaamd nie die res van hierdie Ooreenkoms nie, wat in sodanige geval die Ooreenkoms uitmaak.

28. DIENSSERTIFIKAAT

Behalwe wanneer die diens van 'n werknemer deur 'n werkgewer beëindig word as gevolg van drostery, moet 'n werkgewer met die beëindiging van 'n werknemer se diens 'n dienssertifikaat aan so 'n werknemer uitreik wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van diensbeëindiging van die werknemer en sy loonskaal ten tyde van die diensbeëindiging aandui (soos per Bylae H).

(b) "incapacity" means inability to work owing to any illness or injury, other than illness or injury caused by an employee's own misconduct, any illness whatsoever related to pregnancy, and participation in hazardous and/or professional sports: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement pay is payable in terms of that Act.

24.19.6 Subject to the provisions of clause 24.19.3 of this Agreement, the Board of Management may, if a member is permanently disabled as a result of ill health, and on such conditions as the Board of Management may describe generally or in any specific case, extend the period of benefits referred to in clause 24.19.1, but in such a way that the maximum period of benefits payable in terms of this clause shall not exceed two years.

25. PROVISION OF EQUIPMENT

An employer shall provide, for the use of every hairdresser (qualified), all tools and equipment necessary for the carrying out of his work, except—

- (i) curling equipment;
- (ii) scissors;
- (iii) combs;
- (iv) hand-driers;
- (v) clippers;
- (vi) razors;
- (vii) setting clips;
- (viii) brushes;
- (ix) protective garments;
- (x) neck brushes; and
- (xi) highlight caps:

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

26. ENFORCEMENT OF THIS AGREEMENT

The Council may, for the purposes of enforcing compliance with this Agreement, have recourse to any means allowed by law, whether under the Act or under the Constitution of the Council.

27. ULTRA VIRES PROVISIONS IN AGREEMENT

Should any provision of this Agreement be inoperative or *ultra vires* the powers of the parties hereto or of the Minister, before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement, which shall in that event constitute the Agreement.

28. CERTIFICATE OF SERVICE

Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer shall, upon the termination of an employee's employment, issue a certificate of service to such employee reflecting the full names of the employer and the employee, the occupation of the employee, the date of commencement and date of termination of employment and the wage rate of the employee at the date of termination (as per Annexure H).

29. VAKBONDVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enige van sy werknemers wat verteenwoordigers of plaasvervangers van die Raad is, elke redelike geleentheid gee om hulle pligte in verband met die Raad se werk na te kom.

30. PENSIOENFONDS

30.1 Die Pensioenfonds, bekend as die Natal Hairdressing Trade Pension Scheme (hierna in hierdie klousule die "Fonds" genoem), word hierby gestig en word hierby voortgesit.

30.2 Die doelwitte van die Fonds is om aan lede aftrekkings- en sterftevoordele te verskaf, deurdat die Raad die beste moontlike voorwaardes verseker.

30.3 Die Fonds word deur sy reëls beheer, en die voordele kragtens die Fonds word verseker onder Polis No. 184055, uitgereik deur Fedlife Assurance Limited. Afskrifte van alle dokumente wat uitvoerige gegewens van die Fonds en enige wysiging daartoe bevat, moet deur die Raad by die Direkteur-generaal van Mannekrag ingedien word.

30.4 Bydraes:

30.4.1 Die werkgewer moet elke maand 'n bedrag van die basiese loon van elke werknemer aftrek wat gelyk is aan 40 persent van die voorgeskrewe maandelikse loon van so 'n werknemer.

30.4.2 By die bedrae afgetrek kragtens klousule 30.4.1 moet die werkgewer 'n bedrag voeg wat gelyk is aan 30 persent van die werknemer se voorgeskrewe maandelikse loon en die totale bedrag betaalbaar in elke maand kragtens hierdie klousule, aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, stuur, nie later nie as die 7de dag van die maand wat onmiddellik volg op die maand ten opsigte waarvan dit betaalbaar is, saam met 'n staat in 'n vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

30.4.3 Geen aftrekkings mag gemaak word of bydraes betaal word nie met betrekking tot afwesigheidstydperke met onbetaalde verlof en afwesigheid weens siekte, besering op diens of militêre diens, wanneer geen betaling aan die werknemer verskuldig is deur die werkgewer kragtens enige ooreenkoms of volgens enige wet nie.

30.4.4 Indien enige bedrag verskuldig kragtens hierdie klousule nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgewer rente betaal op so 'n bedrag of op so 'n kleiner bedrag wat nog onbetaald is, bereken teen die koers van 25 persent per maand of gedeelte daarvan, van sodanige 7de dag tot die dag waarop kontantbetaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke van die betaling van sulke rente of gedeelte daarvan afstand te doen.

30.4.5 Alle bydraes wat deur die Raad ontvang word kragtens hierdie klousule, moet aan die einde van elke maand aan Fedlife Assurance Limited betaal word.

30.5 Lidmaatskap:

Lidmaatskap van die Fonds is verpligtend vir alle werknemers, uitgesonderd los en deeltydse werknemers, wat in diens is in die Haarkappersbedryf, Natal, en wat nog nie 70 jaar oud is nie.

30.5.1 Die volgende persone mag, na die Raad se goeddunke, tot lidmaatskap van die Fonds toegelaat word, en die bepalinge van hierdie klousule is *mutatis mutandis* op enige persoon wat aldus toegelaat word, van toepassing:

- (a) 'n Werknemer van 'n vakvereniging of 'n werkgewersorganisasie wat 'n party by die Raad is; en

29. TRADE UNION REPRESENTATIVES OF THE COUNCIL

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

30. PENSION FUND

30.1 The Pension Fund, known as the Natal Hairdressing Trade Pension Scheme (hereinafter in this clause referred to as the "Fund"), is hereby established and is hereby continued.

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

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

30.4 Contributions:

30.4.1 The employer shall each month deduct from the basic wages of each employee an amount equal to 40 per cent of the prescribed monthly wage of such employee.

30.4.2 To the amounts deducted in terms of clause 30.4.1 the employer shall add an amount equal to 30 per cent of the employee's prescribed monthly wage and shall forward the total amount payable each month in terms of this clause to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following the month in respect of which it is payable, together with a statement in such form as may from time to time be prescribed by the Council.

30.4.3 No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave and absences owing to illness, injury on duty or military service, where no payment is due to the employee by the employer in terms of any agreement or under any law.

30.4.4 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 25 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

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

30.5 Membership:

Membership of the Fund shall be compulsory for all employees, excluding casual and parttime employees, who are employed in the Hairdressing Trade, Natal, and who have not attained their 70th birthday.

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

- (a) An employee of a trade union or an employers' organization which is a party to the Council; and

(b) as vrywillige lid, 'n persoon wat direk betrokke of in diens is as 'n vakleerling of 'n persoon in diens in 'n administratiewe hoedanigheid in die Bedryf.

30.6 In gevalle waar die—

- (1) Raad ontbind word,
- (2) Raad ophou om te funksioneer, of
- (3) waar die ooreenkoms verstryk,

sal die bepalings van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

30.7 Vrywaring:

Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde en verpligtinge van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hulle pligte.

31. PROMOSIEFONDS

31.1 Die Promosiefonds vir die Haarkappersbedryf word hierby gestig (hierna die "Fonds" genoem) en word hierby voortgesit.

31.2 Die doelwitte van die Fonds is om fondse te verskaf vir onderwys, die hou van promosies en die aankoop van pryse en vir die algemene promosie van die Haarkappersbedryf.

31.3 Ten einde die gemelde doelwitte van die Fonds te bereik, moet elke werkgever die bedrae van die verdienste van elk van sy werknemers wat lede is van die vakvereniging is, aftrek, wat nie 50c per maand sal oorskry nie.

31.4 By die totale bedrag wat aldus afgetrek word ooreenkomstig klousule 31.3, moet die werkgever 'n gelyke bedrag voeg en die hele bedrag maand na maand aan die Sekretaris van die Raad stuur, nie later nie as die 7de dag van elke maand in die vorm voorgeskryf in Bylae A van hierdie Ooreenkoms.

31.5 Indien enige bedrag wat kragtens hierdie klousule verskuldig is, nie deur die Raad op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang is nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaal is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot op die dag waarop kontantbetaling inderdaad deur die Raad ontvang word: Met dien verstande dat die Raad geregtig is, na sy absolute goeddunke, om af te sien van die betaling van sodanige rente of gedeelte daarvan.

31.6 In gevalle waar die—

- (1) Raad ontbind word,
- (2) Raad ophou om te funksioneer, of
- (3) waar die ooreenkoms verstryk,

sal die bepalings van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

32. UITTREDINGSANNUÏTEITSFONDS

32.1 Die Uittredingsannuïteitsfonds bekend as die Uittredingsannuïteitsfonds vir Beplande Besparing (hierna in hierdie klousule die "Fonds" genoem), word hierby ingestel.

32.2 Doel van die Fonds:

Die doel van die Fonds is om uittredingsannuïteite aan sy lede te verskaf.

32.3 Die Fonds word deur sy reëls beheer en die voordele van die Fonds word deur Fedlife Assurance Limited verseker. Afskrifte van all dokumente wat uitvoerige gegewens van die Fonds en enige wysigings daarvan bevat, moet deur die Raad by die Direkteur-generaal van Mannekrag ingedien word.

(b) as voluntary member, a person who is directly engaged or employed as an apprentice or a person employed in an administrative capacity in the Trade.

30.6 In the events of the—

- (1) dissolution of the Council,
- (2) Council ceasing to function, or
- (3) expiry of the agreement,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24.15.1 shall *mutatis mutandis* apply to this clause.

30.7 Indemnity:

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

31. PROMOTION FUND

31.1 The Hairdressing Industrial Council Promotion Fund (hereinafter referred to as the "Fund") is hereby established and continued.

31.2 The object of the Fund shall be to provide funds for education, for the holding of promotions and the purchasing of prizes and for the general promotion of the Hairdressing Trade.

31.3 For the purpose of achieving the stated objectives of the Fund every employer shall make such deductions from the earnings of each of his employees who are members of the trade union of not more than 50c per month.

31.4 To the total amount so deducted pursuant to clause 31.3, the employer shall add an equal amount and shall remit, month by month, the total sum to the Secretary of the Council not later than the 7th day of each month in the form prescribed in Annexure A to this Agreement.

31.5 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as may remain unpaid, calculated at the rate of 2,5 per cent per month or part thereof from such 7th day until the day on which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

31.6 In the events of the—

- (1) dissolution of the Council,
- (2) Council ceasing to function, or
- (3) expiry of the agreement,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24.15.1 shall *mutatis mutandis* apply to this clause.

32. RETIREMENT ANNUITY FUND

32.1 The Retirement Annuity Fund, known as the Planned Savings Retirement Annuity Fund (hereinafter in this clause referred to as the "Fund"), is hereby established.

32.2 Object of the Fund:

The object of the Fund is to provide retirement annuities for its members.

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

32.4 Bydraes:

'n Lid se normale maandelikse bydra tot die Fonds is minstens 7 persent van 1,25 keer die hoogste maandelikse loon wat vir gekwalifiseerde haarkappers voorgeskryf is kragtens die jongste ooreenkoms.

32.4.1 Elke werkgewer moet die bydrae ingevolge klousule 32.4 stuur aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, nie later nie as die 7de dag van die maand wat onmiddellik volg op die maand ten opsigte waarvan dit betaalbaar is, saam met 'n staat in 'n vorm soos van tyd tot tyd deur die Raad voorgeskryf.

32.4.2 Indien enige bedrag wat kragtens hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die lid rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan, vanaf sodanige 7de dag tot die dag waarop kontantbetaling inderdaad deur die Raad ontvang is. Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, af te sien van die betaling van sodanige rente of gedeelte daarvan.

32.4.3 Alle bydraes wat die Raad ooreenkomstig hierdie klousule ontvang, moet aan die einde van elke maand aan Fedlife Assurance Limited betaal word.

32.5 Lidmaatskap:

32.5.1 Lidmaatskap van die Fonds is verpligtend vir alle lede van die South African Hairdressers' and Cosmetologists' Association.

32.5.2 Lidmaatskap begin met die lid se eerste bydrae tot die Fonds en eindig slegs wanneer die volle voordeel ten opsigte van die lid kragtens die reëls betaal is.

32.5.3 Elke lid word van 'n lidmaatskapsbewys voorsien en is geregtig op 'n jaarlike staat van sy voordele ingevolge die Fonds.

32.6 In gevalle waar die—

- (1) Raad ontbind word,
- (2) Raad ophou om te funksioneer, of
- (3) waar die ooreenkoms verstryk,

sal die bepalinge van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

32.7 Vrywaring:

Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde of verpligtinge van die Fonds nie, en hulle word hierby gevrywaar deur die Fonds teen alle verliese en uitgawes wat deur hulle aangegaan is met of in verband met die *bona fide*-uitvoering van hulle pligte.

32.4 Contributions:

A member's normal monthly contribution to the Fund shall be not less than 7 per cent of 1,25 times the highest monthly wage which is prescribed for qualified hairdressers in terms of the most recent agreement.

32.4.1 Every employer shall forward the contributions under clause 32.4 to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following the month in respect of which they are payable, together with a statement in such form as may be prescribed by the Council from time to time.

32.4.2 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the member shall pay interest on such amount or such lesser amount as may remain unpaid, calculated at the rate of 2,5 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council. Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

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

32.5 Membership:

32.5.1 Membership of the Fund shall be compulsory for all members of the South African Hairdressers' and Cosmetologists' Association.

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

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

32.6 In the events of the—

- (1) dissolution of the Council,
- (2) Council ceasing to function, or
- (3) expiry of the agreement,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24.15.1 shall *mutatis mutandis* apply to this clause.

32.7 Indemnity:

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

STAATSKOERANT, 24 JULIE 1992

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (NATAL)

SCHEDULE OF MONTHLY CONTRIBUTIONS.

Employer to retain Salon Owners Copy (Green) and return two copies together with payment to:

THE INDUSTRIAL COUNCIL, P.O. BOX 2182, DURBAN, 4000,

on or before the seventh day of each month to avoid penalties.

OWNERS:

SALON:

ADDRESS:

TEL. No.:

Date:

Page No.:

Receipt No.:

N.B.: ALL CHEQUES MADE PAYABLE TO HAIRDRESSING INDUSTRIAL COUNCIL.

[illegible]

PLEASE ENTER ALL STAFF CHANGES TOGETHER WITH RELEVANT CONTRIBUTIONS AND THEREAFTER CORRECT TOTALS.

I declare that the above information is true and correct.

ENCLOSED PLEASE FIND CONTRIBUTIONS
AMOUNTING TO:.....

Signature of employer or authorised representative Date.....

Outstanding
Arrears

BYLAE B

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL

Serienommer.....

AANSOEK OM REGISTRASIE

Aan: DIE SEKRETARIS SUITE 922, SANGRO HOUSE SMITHSTRAAT 417 DURBAN, 4001 TELEFOON 3017481/3061391	Van
	Mnre.....

Ek/Ons, die ondergetekende, wat sake doen onder die naam van

Salonadres.....

Kantooradres

Posadres.....

Telefoon No. Registrasienommer (indien beslote korporasie)

doen hiermee aansoek om as 'n werkgewer by die Nywerheidsraad vir die Haarkappersbedryf (Natal) geregistreer te word.

Aard van besigheid

Handtekening:

Aanvangsdatum van besigheid	STATUS VAN BEDRYFSINRICHTING	
	Regspersoon	
	Beslote korporasie	
	Vennootskap	
	Alleeneienaar	
Totale aantal werknemers		
Datum van aansoek	(Merk toepaslike blok)	

	VOLLE NAME	VOLLE WOONADRES	HANDTEKENING	TEL. Nos.
1.
2.
3.
4.
5.

NOTA: Dit is 'n wetsvereiste dat die volle name en woonadresse van die volgende persone verskaf word saam met die Registrasienommer van die beslote korporasie (indien van toepassing):

REGSPERSOON: Besturende Direkteur of ander direkteur of openbare beamppte gemagtig om namens die regspersoon te teken.

BESLOTE KORPORASIE: Alle lede van die korporasie.

VENNOOTSKAP: Alle vennote.

ALLEENEIENAAR: Eienaar.

Heg asseblief besonderhede van elke werknemer hierby aan.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL

Serial number

APPLICATION FOR REGISTRATION

To: THE SECRETARY SUITE 922, SANGRO HOUSE 417 SMITH STREET DURBAN, 4001 TELEPHONE 3017481/3061391	From Messrs
--	--

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

Salon address

Office address

Postal address

Telephone No. Registration number (if close corporation)

hereby make application to be registered as an employer with the Industrial Council for the Hairdressing Trade (Natal).

Nature of business

Signature:

Date of commencement of business Total number of employees Date of application	STATUS OF ESTABLISHMENT	
	Corporate Body	
	Close corporation	
	Partnership	
	Sole owner	
		(Mark applicable block)

	FULL NAMES	FULL RESIDENTIAL ADDRESS	SIGNATURE	TEL. Nos.
1.
2.
3.
4.
5.

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

CORPORATE BODY: Managing Director or other director or public officer authorised to sign on behalf of the corporate body.

CLOSE CORPORATION: All members of the corporation.

PARTNERSHIP: All partners.

SOLE OWNER: Owner.

Please attach particulars of every employee.

BYLAE C**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL
REGISTRASIEBEWYS**

Registrasie No.

SALON.....

WERKGEWER

DATUM VAN UITREIKING

HIERMEE WORD VERKLAAR DAT DIE BOGENOEMDE VOLDOEN HET AAN DIE BEPALINGS VAN KLOUSULE 5
VAN DIE OOREENKOMS SOOS GEWYSIG EN/OF VERLENG.

.....
*Sekretaris***ANNEXURE C****INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL
CERTIFICATE OF REGISTRATION**

Registration No.

SALON.....

EMPLOYER.....

DATE OF ISSUE.....

THIS SERVES TO CERTIFY THAT THE ABOVE-NAMED HAS COMPLIED WITH THE PROVISIONS OF CLAUSE 5
OF THE AGREEMENT AS AMENDED AND/OR EXTENDED.

.....
*Secretary***BYLAE D****NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL
AANSOEK OM SERTIFIKAAT OM HAARKAPPERY TE BEOEFEN**

.....Afdeling

.....Kategorie

Naam

("die Applikant")

Adres

Telefoon (H) (W)

Naam van salon

Adres

Bestaan daar 'n huidige registrasiebewys vir die salon? JA/NEE.

Indien JA, wat is die bewysno.?

Is jy 'n gekwalifiseerde haarkapper? JA/NEE.

Indien JA, verskaf besonderhede, en heg kopieë van dokumentêre bewyse hierby:

Indien NEE, beantwoord die volgende vrae:

Onderwysvlak (standerd)

(Heg dokumentêre bewys hierby aan)

Name van werkgewers in Bedryf

Datums van diens

Verskaf besonderhede van al die opleiding wat u by 'n haarkappersopleiding ontvang het, en kopieë van enige diplomas wat ontvang is.

Name van opleidingsinrigting

Datums van bywoning

Ek, die ondergenoemde applikant, doen hiermee aansoek om 'n sertifikaat om haarkappery te beoefen in die afdeling en kategorie soos hierbo uiteengesit, en verseker dat die besonderhede soos hierbo uiteengesit, waar en korrek is.

Geteken te op hede die dag van 19....

(Applikant)

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL
APPLICATION FOR CERTIFICATE TO PRACTICE HAIRDRESSING

Section

Category

Name

("the Applicant")

Address

Telephone (H)

(W)

Name of salon

Address

Is there a current certificate of registration of the salon in existence? YES/NO.

If YES, what is the certificate No.?

Are you a qualified hairdresser? YES/NO.

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

If NO, answer the following questions:

Standard of education

(attach documentary proof)

Names of employers in the Trade

Dates of attendance

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

Name of training institution

Dates of attendance

I, the undermentioned applicant, hereby apply for a certificate to practice hairdressing in the section and category set out above, and warrant that the particulars set out above are true and correct.

Signed at this day of 19....

(Applicant)

BYLAE E**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL**

HIERDIE LISENSIE GEE DIE HOUER DIE REG OM TE WERK AS 'N

NAAM.....

KODE.....

UITREIKINGSDATUM.....

FOTO

*Geldig vanaf uitreikingsdatum tot intrekking.***ANNEXURE E****INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL**

THIS LICENCE ENTITLES THE HOLDER TO WORK AS A

NAME.....

CODE.....

DATE OF ISSUE.....

PHOTOGRAPH

*Valid from date of issue until withdrawn.***BYLAE F****NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL****OPLEIDINGSKONTRAK**

OPLEIDINGSKONTRAK gesluit en aangegaan tussen:

van

(hierna die Werkgewer genoem), aan die een kant,

en

Identiteitsnommer..... gebore op die..... dag van..... 19..... (hierna die Leerlinghaarkapper genoem),
aan die ander kant.

1. VERPLIGTINGE VAN DIE LEERLINGHAARKAPPER:

Die Leerlinghaarkapper moet liggaamlik geskik wees, Standard VIII geslaag het, en in stem—

- 1.1 om hom as 'n Leerlinghaarkapper aan die Werkgewer in die Haarkappersbedryf te bind as 'n Leerlingjare;
Haarkapper vir die opleidingstydperk, naamlik.....
- 1.2 om die Werkgewer getrou, eerlik en ywerig te dien, en om alle wettige en redelike bevele te gehoorsaam en om die vereistes van die Werkgewer, of van dié wat behoorlik in gesag oor hom geplaas is, te bevredig;
- 1.3 om nie enige inligting in verband met die Werkgewer se besigheid aan enige persoon hoegenaamd te onthul of mee te deel nie;
- 1.4 om nie direk of indirek belange te hê, of as 'n betaalde agent of as 'n werknemer, in enige besigheid of onderneming, behalwe dié van die Werkgewer nie, en om nie van sy werk afwesig te wees sonder die goedkeuring van die werkgewer/Raad nie;
- 1.5 om, kragtens die Raad se opleidingsregulasievereistes wat op hom van toepassing is, klasse by te woon of korrespondensiekursusse of gedeeltes daarvan te neem soos van toepassing mag wees vir die doel om tegniese of ander onderrig te ontvang; om eksamens te neem soos van tyd tot tyd deur die Raad afgeneem word of, met die Raad se toestemming, deur enige toepaslike opvoedkundige instansie met betrekking tot sulke klasse of kursusse; en om hom by sulke klasse of kursusse of eksamens behoorlik en in ooreenstemming met goeie dissipline te gedra;
- 1.6 om daagliks in 'n logboek besonderhede aan te teken soos die Raad voorskryf van die opleiding wat hy van die Werkgewer ontvang het, en om aan die Werkgewer, soos vereis, 'n ware kopie van die aantekeninge wat in die logboek gemaak is, te verskaf.

2. VERPLIGTINGE VAN DIE WERKGEWER

Die Werkgewer stem in—

- 2.1 om hom te bind om die Leerlinghaarkapper vir die gemelde tydperk te ontvang en hom deeglik te leer of deeglik te laat leer in die kategorie van die Bedryf wat in klousule 1.1 gespesifiseer is;
- 2.2 om die gelde met betrekking tot tegniese onderrig te betaal soos van hom vereis word om ooreenkomstig enige wettige vereistes van die Raad te betaal;
- 2.3 om die Leerlinghaarkapper te besoldig teen 'n loon nie minder nie as die voorgeskrewe skaal ooreenkomstig die Nywerheidsraadooreenkoms wat deur die Raad geadministreer word en te eniger tyd in werking is;
- 2.4 om hierdie kontrak te onderskryf en te teken met voltooiing van die opleidingstydperk en dit aan die Sekretaris van die Raad te stuur vir aantekening van die beëindiging deur die Raad voordat dit aan die Leerlinghaarkapper as sy eiendom oorhandig word.

3. WEDERSYDSE VERPLIGTINGE VAN DIE PARTYE

Daar word verder ooreengekom tussen die partye by die kontrak dat—

- 3.1 indien die Werkgewer seker is dat die Leerlinghaarkapper 'n ernstige kontrakbreuk gepleeg het, of dat die Leerlinghaarkapper hom onbetaamlik en in stryd met goeie dissipline gedra of gedra het en dat sulke gedrag nie bevorderlik is vir sy opleiding, die Werkgewer se besigheid of die bereiking van die doel van hierdie kontrak nie, of tydens of buite sy werkure of wanneer hy klasse of kursusse bywoon of eksamens aflê volgens hierdie Ooreenkoms of tydens sy verblyf in enige hostel, as dit in verband met sy opleiding staan, mag die Werkgewer die Leerlinghaarkapper onverwyld skors vir 'n tydperk wat nie die aantal dae wat die Leerlinghaarkapper gewoonlik in 'n week, werk oorskry nie, en hy moet die geval by die Raad rapporteer binne drie dae vanaf die datum waarop hy die Leerlinghaarkapper skors;
- 3.2 hulle enige ander toepaslike opleidingsvoorwaardes of wysigings daarvan of vrystellings daarvan of toepaslike vereistes van die Raad wat nie spesifiek hierin genoem word nie, sal nakom;
- 3.3 hulle instem tot die verlenging van hierdie kontrak indien, op versoek van die Leerlinghaarkapper aan die Raad, sodanige verlenging deur die Raad toegestaan is: Met dien verstande dat voordat enige sodanige verlenging van hierdie kontrak toegestaan word, die Raad enige vertoë wat deur die Werkgewer aan hom gerig is, in aanmerking moet neem.

4. DEFINISIES EN VERKLARING

In hierdie kontrak sluit enige woord wat die manlike geslag behels, die vroulike en die onsydige geslag in; sluit woorde wat die enkelvoud behels, die meervoud in; en beteken "Raad" die Nywerheidsraad vir die Haarkappersbedryf (Natal).

Geteken te op hede diedag van19.....

AS GETUIES:

1.
2.

.....
Leerlinghaarkapper

.....
Werkgewer

REGISTRASIE VAN KONTRAK

Geregistreer by die kantoor van die Nywerheidsraad op hede die dag van 19.....

.....
Sekretaris

OORDRAG

(Mag nie voltooi word voordat die goedkeuring van die Raad verkry is en meegedeel is aan die Werkgewer.)

Met die toestemming van die partye by hierdie Kontrak word die dienste van die Leerlinghaarkapper en die regte en verpligtinge van die werkgewer hiermee oorgedra aan:

..... met ingang van die datum van registrasie hiervan.

Geteken te op hede die dag van 19.....

AS GETUIES:

1.
2.

.....
Werkgewer

.....
Leerlinghaarkapper

.....
Nuwe werkgewer

Geregistreer by die kantoor van die Nywerheidsraad op hede die dag van 19.....

.....
Sekretaris

BEËINDIGING

(Moet ingevul word met voltooiing van die opleidingstermyn volgens hierdie kontrak)

Hiermee word verklaar dat die Leerlinghaarkapper
sy opleiding voltooi het volgens die kontrak en in ooreenstemming met die bepalinge daarvan.

Geteken te op hede die dag van 19.....

.....
Werkgewer

Beëindiging aangeteken op hede die dag van 19.....

.....
Sekretaris

KANSELLASIE

Geen opleidingskontrak mag herroep word nie behalwe met die toestemming van die Raad en met die toestemming van die partye daarby, of deur die Sekretaris na oorlegpleging met die Raad, of deur die Raad op aandrang van een van die partye daarby as die Raad oortuig is dat dit raadsaam is om so te maak.

ANNEXURE F**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL****TRAINING CONTRACT**

TRAINING CONTRACT made and entered into between:

.....
of

(hereinafter referred to as the Employer), of the one part,

.....
and

Identity Number born on the day of 1992 (hereinafter referred to as the Trainee Hairdresser)
of the other part.

1. OBLIGATIONS OF THE TRAINEE HAIRDRESSER

The Trainee Hairdresser shall be physically fit, and shall have passed Standard VIII, and agrees—

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

2. OBLIGATIONS OF THE EMPLOYER

The Employer agrees—

- 2.1 to bind himself to receive the Trainee Hairdresser for the period stated and to teach him efficiently or cause him to be taught efficiently in the category of the Trade specified in clause 1.1;
- 2.2 to pay such fees in respect of technical instruction as he may be required to pay in terms of any lawful requirements of the Council;
- 2.3 to remunerate the Trainee Hairdresser at a wage not less than the rate prescribed in terms of the Industrial Council agreement administered by the Council and in force at any time;
- 2.4 to endorse and sign this contract on completion of the period of training and to transmit it through the Secretary of the Council for noting of termination of training by the Council before handing it over to the Trainee Hairdresser as his property.

3. MUTUAL OBLIGATIONS OF THE PARTIES

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

- 3.1 if the Employer is satisfied that the Trainee Hairdresser has committed a serious breach of the terms of his contract or that the Trainee Hairdresser has conducted or is conducting himself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his training, the Employer's business or the attainment of the objects of this contract, whether during or outside his working hours or when attending classes or courses or taking examinations in accordance herewith or during his stay in any hostel, if such stay relates to his training, the Employer may forthwith suspend the Trainee Hairdresser for a period not exceeding the number of days which the Trainee Hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he suspends the Trainee Hairdresser;
- 3.2 they will comply with any other relevant training conditions or modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;
- 3.3 they agree to the extension of this contract if, upon application by the Trainee hairdresser to the Council, such extension is granted by the Council: Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the Employer.

4. DEFINITIONS AND INTERPRETATION

In this contract any word importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and "Council" shall mean the Industrial Council for the Hairdressing Trade (Natal).

Signed at..... this day of 19.....

AS WITNESSES:

1.
2.

.....
Employer

.....
Trainee Hairdresser

REGISTRATION OF CONTRACT

Registered at the office of the Industrial Council this day of 19.....

.....
Secretary

TRANSFER

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

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

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

Signed at this day of 19.....

WITNESSES:

1.

2.

.....
Employer

.....
Trainee Hairdresser

.....
New employer

Registered at the office of the Industrial Council this day of 19.....

.....
Secretary

TERMINATION

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

This is to certify that the Trainee Hairdresser

..... has completed his training under the contract and in accordance with the provisions thereof.

Signed at this day of 19.....

.....
Employer

Termination noted this day of 19.....

.....
Secretary

CANCELLATION

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

BYLAE G**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL****KOMMISSIE-OOREENKOMS**

Tussen:

.....
("die Werkgewer")

en

.....
("die Werknemer")

GETUIG

1. Hiermee neem die Werkgewer die Werknemer in diens as 'n Haarkapper wat op begin teen 'n salaris van R per week/per maand, wat 'n salaris is van nie minder nie as die voorgeskrewe minimum loon vir daardie kategorie van diens in die ooreenkoms wat dié tyd van krag is in die haarkappersbedryf binne die regsgebied van die Nywerheidsraad vir die Haarkappersbedryf (Natal).

2. Bo en behalwe die lone soos gespesifiseer in 1 hierbo, is die werknemer geregtig op kommissie van persent van sy ontvangste sodra die teiken van R bereik is. Vir die doel van hierdie klousule sluit "ontvangste" enige bedrag met betrekking tot die verkoop van haarkappersprodukte *insluit/nie in nie.
3. Met betrekking tot die verkoop van haarkappersprodukte is die Werknemer geregtig op 'n kommissie van persent van die waarde van die genoemde produkte en die waarde word bereken teen die kleinhandelsprys van die genoemde produkte wat persoonlik deur die Werknemer verkoop is.
4. Van die Werknemer se bruto ontvangste soos in 2 hierbo uiteengesit, is die werkgever geregtig om die volgende af te trek:
 - (i) Die koste van alle produkte wat deur die Werknemer gebruik is met die verskaffing van toilet dienste aan kliënte, en die koste is die werklike koste van alle produkte wat so in 'n huidige pryslys omskryf is; en/of
 - (ii) persent van die Werknemer se bruto ontvangste.
5. Kommissie ooreenkomstig hierdie ooreenkoms is op die dag van elke maand betaalbaar.
6. Hierdie Ooreenkoms mag deur engeen van die partye gekanselleer word deur aan die ander nie minder nie as dae kennis te gee van sodanige kansellasië.

Geteken te op hede die dag van 19.....

AS GETUIES:

1.
2.

Werkgever

Werknemer

NOTA: GEEN KOMMISSIE IS BETAALBAAR WANNEER HIERDIE KOMMISSIE-OOREENKOMS NIE GETEKEN IS NIE. DIE TYDPERK IN 5.2 HIERBO MAG NIE MINDER AS SES DAE WEES NIE.

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL COMMISSION AGREEMENT

Between:

("the Employer")

and

("the Employee")

WITNESSETH

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

Signed at this day of 19.....

AS WITNESSES:

1.
 2.

Employer

Employee

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

BYLAE H**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL****DIENSSERTIFIKAAT****(Uitgereik kragtens die Ooreenkoms)**

Hiermee word verklaar dat die besonderhede hieronder vermeld, 'n getroue weergawe is van die diens.

By hierdie salon van
 (volle naam van werknemer)

I.D. No.

Adres en telefoonnommer waar met werknemer geskakel kan word:

Totale tydperk van diens: Van Tot

Beroep onmiddellik voor diensbeëindiging en loontarief:

Naam, besigheidsadres en telefoonnommer van werkgever:

.....
namens die Werkgever

Datum:

ANNEXURE H**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, NATAL****CERTIFICATE OF SERVICE****(Issued in terms of the Agreement)**

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

By this salon of
 (full name of employee)

I.D. No.

Address and telephone number at which employee may be contacted:

Total period of employment: From To

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

Name, business address and telephone number of employer:

.....
for and on behalf of the Employer

Date:

BYLAE I
BYWONINGSREGISTER

(Naam van werknemer)										(Beroep van werknemer)						
Jaar		INSKRYWINGS MOET DEUR WERKNEMER GEMAAK MOET WORD								Oor- tollige ure gewerk		Totale aantal ure gewerk		OPMERKINGS (indien wel)		
Maand		Handte- kening	Aan- vangstyd	Werkpouses				Ophou- tyd	Deur werk- nemer					Deur werk- gewer, indien werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur Inspek- teur	
Dat- um	Dag van die week			Van	Tot	Van	Tot			Van	Tot	Van	Tot			Elke dag
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2																
3																
4																
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Let wel: Onder die opskrifte "Van" en "Tot" in die kolomme wat na "Werkpouses" verwys, vul in hoe laat die pouse begin en hoe laat die werk hervat word. 'n Werknemer word beskou as by die werk te wees gedurende enige werkpouse waarin hy nie toegelaat word om die bedryfsinrigting vir die hele pouse te verlaat nie.

ANNEXURE I **ATTENDANCE REGISTER**

(Naam of employee)										(Occupation of employee)								
Year.....		ENTRIES TO BE MADE BY EMPLOYEE									Excess-hours worked		Total number of hours worked		REMARKS (if any)			
Month.....		Signature	Time of commencing work	Intervals of work						Time of finishing work	Excess-hours worked		Total number of hours worked		By employee	By employer; if employee is absent, reasons for his absence (to be signed by employer)	By Inspector	
Date	Day of week			Off	On	Off	On	Off	On		On	Off	On	Off				On
1																		
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Note: Under headings "Off" and "On" in columns referring to "Intervals of work" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if he is not free to leave the establishment for the whole of that interval.

Geteken te Durban, names die partye, op hede die 1ste dag van Desember 1990.

C. DESOI,

Voorsitter.

H. SHAPIRO,

Ondervoorsitter.

H. L. McCLURE,

Sekretaris.

Signed at Durban, on behalf of the parties, this 1st day of December 1990.

C. DESOI,

Chairman.

H. SHAPIRO,

Vice-Chairman.

H. L. McCLURE,

Secretary.

No. R. 2072

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP): HERNUWING VAN OOREENKOMS VIR DIE AANNEMINGSEKSIE

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewings R. 971 van 13 Mei 1983, R. 1285 van 29 Junie 1984, R. 1365 van 21 Junie 1985, R. 1340 van 27 Junie 1986, R. 2454 van 30 Oktober 1987, R. 807 van 21 April 1989, R. 728 van 30 Maart 1990, R. 2406 van 12 Oktober 1990 en R. 2778 van 22 November 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

I. J. VAN ZYL,

Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2072

24 July 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE): RENEWAL OF AGREEMENT FOR THE CONTRACTING SECTION

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 971 of 13 May 1983, R. 1285 of 29 June 1984, R. 1365 of 21 June 1985, R. 1340 of 27 June 1986, R. 2454 of 30 October 1987, R. 807 of 21 April 1989, R. 728 of 30 March 1990, R. 2406 of 12 October 1990 and R. 2778 of 22 November 1991 to be effective from the date of publication of this notice and for the period ending 30 June 1993.

I. J. VAN ZYL,

Chief Director: Labour Relations.

No. R. 2073

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND: HERNUWING VAN HOOF-OOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewings R. 2729 van 24 Desember 1986, R. 288 van 24 Februarie 1989 en R. 2115 van 29 September 1989, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig.

I. J. VAN ZYL,

Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2073

24 July 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: RENEWAL OF MAIN AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2729 of 24 December 1986, R. 288 of 24 February 1989 and R. 2115 of 29 September 1989, to be effective from the date of publication of this notice and for the period ending 30 April 1993.

I. J. VAN ZYL,

Chief Director: Labour Relations.

No. R. 2109

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HYSBAKINGENIEURSOOREENKOMS

Onderstaande verbetering aan Goewermentskennisgewing No. R. 928 wat in *Staatskoerant* No. 13876 van 27 Maart 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae vervang Klousule 38 deur die volgende:

"38. VLAKKE VAN ONDERHANDELING

Tensy waar gesamentlik ooreengekom is tussen 'n partywerkgewer, sy werknemers en/of die partyvakverenigings, is die Nasionale Nywerheidsraad die enigste forum waar substantiewe aspekte wat hierdie Ooreenkoms reguleer onderhandel word en geen partywerkgewer mag deur sy werknemers of die partyvakverenigings verplig word om op 'n ander vlak by onderhandelings betrokke te raak aangaande enige substantiewe aangeleentheid gedurende die termyn van hierdie Ooreenkoms nie.

Waar 'n werkgewer besluit om enige diensvoorwaarde wat in hierdie Ooreenkoms geregleer word, te wysig ten opsigte van al sy werknemers, of alle werknemers in 'n bepaalde kategorie van diens gedek deur hierdie Ooreenkoms, moet die werkgewer aangaande die aangeleentheid oorleg pleeg met verteenwoordigers van die partyvakverenigings voordat hy die Ooreenkoms wysig".

2. In die Engelse teks van die Bylae vervang Klousule 38 deur die volgende:

"38. LEVELS OF BARGAINING

Except where mutually agreed between a party employer, his employees and/or the party trade unions, the National Industrial Council shall be the sole forum for negotiating the substantive matters regulating this Agreement and no party employer shall be compelled by his employees or the party trade unions to enter into further negotiations at another level on any such substantive matter during the currency of this Agreement.

Where an employer decides to amend any condition of employment regulated by this Agreement in respect of all employees or all employees in a specific category of employment covered by this Agreement, the employer shall consult on the matter with representatives of the party trade union before amending the Agreement".

No. R. 2109

24 July 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: LIFT ENGINEERING AGREEMENT

The following correction to Government Notice No. R. 928 appearing in *Government Gazette* No. 13876 of 27 March 1992 is hereby published for general information:

1. In the Afrikaans text of the Schedule, substitute Clause 38 for the following:

"38. VLAKKE VAN ONDERHANDELING

Tensy waar gesamentlik ooreengekom is tussen 'n partywerkgewer, sy werknemers en/of die partyvakverenigings, is die Nasionale Nywerheidsraad die enigste forum waar substantiewe aspekte wat hierdie Ooreenkoms reguleer onderhandel word en geen partywerkgewer mag deur sy werknemers of die partyvakverenigings verplig word om op 'n ander vlak by onderhandelings betrokke te raak aangaande enige substantiewe aangeleentheid gedurende die termyn van hierdie Ooreenkoms nie.

Waar 'n werkgewer besluit om enige diensvoorwaarde wat in hierdie Ooreenkoms geregleer word, te wysig ten opsigte van al sy werknemers, of alle werknemers in 'n bepaalde kategorie van diens gedek deur hierdie Ooreenkoms, moet die werkgewer aangaande die aangeleentheid oorleg pleeg met verteenwoordigers van die partyvakverenigings voordat hy die Ooreenkoms wysig".

2. In the English text of the Schedule, substitute Clause 38 for the following:

"38. LEVELS OF BARGAINING

Except where mutually agreed between a party employer, his employees and/or the party trade unions, the National Industrial Council shall be the sole forum for negotiating the substantive matters regulating this Agreement and no party employer shall be compelled by his employees or the party trade unions to enter into further negotiations at another level on any such substantive matter during the currency of this Agreement.

Where an employer decides to amend any condition of employment regulated by this Agreement in respect of all employees or all employees in a specific category of employment covered by this Agreement, the employer shall consult on the matter with representatives of the party trade union before amending the Agreement".

No. R. 2110

24 Julie 1992

WET OP MANNEKRAGOPLEIDING, 1981

VERLENGING VAN DIE OPLEIDINGSKEMA VIR DIE SIVIELE INGENIEURSNYWERHEID

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 39 (3) van die Wet op Mannekragopleiding, 1981, verleng hierby die

No. R. 2110

24 July 1992

MANPOWER TRAINING ACT, 1981

EXTENSION OF TRAINING SCHEME FOR THE CIVIL ENGINEERING INDUSTRY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 39 (3) of the Manpower Training Act, 1981, hereby extend the period

tydperk vasgestel by Goewermentskennisgewing No. R. 1632 van 12 Julie 1991 met 'n tydperk wat sal eindig op die datum van intrekking van die Skema kragtens artikel 39 (3) van bogenoemde Wet.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 2115

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID: NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

ELEKTROTEGNIËSE AANNEMINGSEKSIE

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant.

fixed in Government Notice No. R. 1632 of 12 July 1991 with a period which shall terminate on the date of withdrawal of the Scheme in terms of section 39 (3) of the above-mentioned Act.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 2115

24 July 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY: NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbektigtingsooreenkoms" genoem), soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989, R. 2106 van 29 September 1989, R. 397 van 23 Februarie 1990, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 1321 van 15 Junie 1990, R. 2550 van 2 November 1990, R. 136 van 25 Januarie 1991, R. 1636 van 12 Julie 1991, R. 2413 van 4 Oktober 1991, R. 2589 van 1 November 1991 en R. 1747 van 26 Junie 1992.

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die "weeklikse loonskaal" van vakleerlinge, voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, as die weekloon van sodanige werknemers beskou en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbektigtingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Die bepaling vervat in klousules 8 (2) (a) (vii), 18, 34, 35, 36 en 37 (3) van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 967 van 13 Mei 1983, soos gewysig en herbektigting by Goewermentskennisgewings R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986, R. 1342 van 27 Junie 1986, R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 136 van 25 Januarie 1991 en R. 2589 van 1 November 1991 (hierna die "vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbektigting en verleng/hernieu, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbektigtingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALING

Die bepaling vervat in klousules 3 tot 8 (2) (a) (vi), 8 (2) (b) tot 17, 19 tot 33, 37 (1) en (2) en 38 tot 41 van Deel I en klousules 1 tot 7 van Deel II (soos gewysig by klousule 4 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice No. R. 2748 of 11 December 1987 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989, R. 2106 of 29 September 1989, R. 397 of 23 February 1990, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 1321 of 15 June 1990, R. 2550 of 2 November 1990, R. 136 of 25 January 1991, R. 1636 of 12 July 1991, R. 2413 of 4 October 1991, R. 2589 of 1 November 1991 and R. 1747 of 26 June 1992.

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the "weekly wage rate" of apprentices, prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS

The provisions contained in clauses 8 (2) (a) (vii), 18, 34, 35, 36, and 37 (3) of Part 1 of the Agreement published under Government Notice No. 967 of 13 May 1983, as amended and re-enacted by Government Notices R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986, R. 1342 of 27 June 1986, R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 136 of 25 January 1991 and R. 2589 of 1 November 1991 (hereinafter referred to as the "Former Agreement"), as amended, re-enacted and extended/renewed from time to time shall apply to employers and employees."

3. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clause 4 hereunder) of the Former Agreement shall apply to employers and employees."

DEEL II**4. KLOUSULE 4: LONE EN/OF VERDIENSTES**

Vervang klousule 4 deur die volgende:

"4. OPGAWE VAN LONE EN/OF VERDIENSTE

Geen laer lone as die onderstaande mag deur 'n werk-gewer betaal en deur 'n werknemer aanvaar word nie:

	Gebied A Per uur Sent	Gebied B Per uur Sent
Meester-elektrisiën	1 623	1 379
Elektrisiën en ambagsman	1 399	1 189
Ekonoop 3	1 018	865
Elkonop 2	864	734
Elkonop 1	532	452
Hersteller vir huishoudelike toe- stelle	656	558
Drywer van 'n voertuig waarvan die onbelaste massa —		
(a) hoogstens 3 500 kg is	585	497
(b) van 3 501 kg tot 9 000 kg is	692	589
(c) 9 001 kg en meer is	769	653
Arbeider	459	389"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 19de dag van Mei 1992 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 2116

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

MEUBELNYWERHEID, GRENS: WYSIGING VAN
SIEKTEBYSTANDSVERENIGINGS-OOREENKOMS

Onderstaande verbetering aan Goewermementsken-nisgewing No. R. 1704 wat in die *Staatskoerant* No. 14060 van 26 Junie 1992 verskyn, word hierby vir alge-mene inligting gepubliseer:

In die Engelse teks van die Bylae vervang die uitdrukking "dental services" in Klousule 4, sub-klousule (1) (e) met die uitdrukking "optical ser-vices" waar dit in die eerste reël van die paragraaf voorkom.

No. R. 2118

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

WINKELHANDEL: HERNUWING VAN
OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhou-dinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat

PART II**4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS**

Substitute the following for clause 4:

"4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:

	Area A Per hour Cents	Area B Per hour Cents
Master electrician	1 623	1 379
Electrician and artisan	1 399	1 189
Elkonop 3	1 018	865
Elkonop 2	864	734
Elkonop 1	532	452
Domestic appliance repairer	656	558
Driver of a vehicle, the unladen mass of which is —		
(a) up to 3 500 kg	585	497
(b) from 3 501 kg to 9 000 kg ...	692	589
(c) 9 001 kg and over	769	653
Labourer	459	389"

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 2116

24 July 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

FURNITURE INDUSTRY, BORDER: AMENDMENT
OF SICK BENEFIT SOCIETY AGREEMENT

The following correction to Government Notice No. R. 1704 appearing in *Government Gazette* No. 14060 of 26 June 1992 is hereby published for general infor-mation:

In the English text of the Schedule, substitute the expression "dental services" in Clause 4, sub-clause (1) (e) with the expression "optical ser-vices" where it appears in the first line of the para-graph.

No. R. 2118

24 July 1992

LABOUR RELATIONS ACT, 1956

STOREKEEPING TRADE: RENEWAL OF
AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour

die bepalings van Goewermentskennisgewing R. 1082 van 2 Junie 1989, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1992 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2108

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIËSE NYWERHEID, OOS-LONDEN:
HERNUWING VAN HOOFOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1749 van 17 Augustus 1984, R. 1363 van 21 Junie 1985, R. 361 van 20 Februarie 1987, R. 452 van 11 Maart 1988, R. 2414 van 4 Oktober 1991 en R. 1342 van 15 Mei 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2117

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**MEUBELNYWERHEID, GRENS: WYSIGING VAN
HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig, bindend is vir die werkgewersorganisasie en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

Relations Act, 1956, declare the provisions of Government Notice R. 1082 of 2 June 1992, to be effective from the date of publication of this notice and for the period ending 30 September 1992.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2108

24 July 1992

LABOUR RELATIONS ACT, 1956

**ELECTRICAL INDUSTRY, EAST LONDON:
RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1749 of 17 August 1984, R. 1363 of 21 June 1985, R. 361 of 20 February 1987, R. 452 of 11 March 1988, R. 2414 of 4 October 1991 and R. 1342 of 15 May 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2117

24 July 1992

LABOUR RELATIONS ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY, BOR-
DER: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1993, upon the employers' organisation and the trade union which entered into the amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, GRENS****HOOFOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Border Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Grens,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1227 van 22 Junie 1984 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng, gewysig en hernieu by Goewermmentskennisgewings Nos. R. 523 van 15 Maart 1985, R. 859 van 19 April 1985, R. 991 van 23 Mei 1986, R. 1454 van 11 Julie 1986, R. 433 van 27 Februarie 1987, R. 847 van 16 April 1987, R. 340 van 4 Maart 1988, R. 787 van 22 April 1988, R. 614 van 31 Maart 1989, R. 1242 van 16 Junie 1989, R. 778 van 5 April 1990, R. 2083 van 31 Augustus 1990, R. 2078 van 31 Augustus 1991 en R. 924 van 27 Maart 1992, te wysig.

DEEL I**BEPALINGS VAN TOEPASSING OP DIE NYWERHEID ORAL IN DIE GEBIEDE WAT DEUR DIE OOREENKOMS GEDEK WORD, TENSY DIE TEENOORGESTELDE GEMELD WORD****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet nagekom word in die Meubelnywerheid, Grens—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werksaam is in genoemde Nywerheid;

(b) in die landdrostdistrikte Albert, Aliwal-Noord, Fort Beaufort (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het), Oos-Londen (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewings Nos. R. 1877 van 4 September 1981, R. 1079 van 10 Junie 1988 en 2354 van 5 Oktober 1990 in die Ciskei geval het), Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het) en Stutterheim (insluitende die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 2354 van 5 Oktober 1990 in die landdrostdistrik Stutterheim geval het).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—

(a) slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel nie.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 9 (4) (b), 9 (4) (d) tot en met 19, 21, 24 tot en met 27 en 29 tot en met 39 van Deel I, Deel II en klousules 1 tot en met 3 (6) (a) en 3 (6) (c) tot en met 12 van

SCHEDULE**BORDER INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY****MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Border Furniture Manufacturers' 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

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

being the parties to the Border Industrial Council for the Furniture Manufacturing Industry,

to amend the Agreement published under Government Notice No. R. 1227 of 22 June 1984 (hereinafter referred to as the Re-enacting Agreement), as extended, amended and renewed by Government Notices Nos. R. 523 of 15 March 1985, R. 859 of 19 April 1985, R. 991 of 23 May 1986, R. 1454 of 11 July 1986, R. 433 of 27 February 1987, R. 847 of 16 April 1987, R. 340 of 4 March 1988, R. 787 of 22 April 1988, R. 614 of 31 March 1989, R. 1242 of 16 June 1989, R. 778 of 5 April 1990, R. 2083 of 31 August 1990, R. 2078 of 23 August 1991 and R. 924 of 27 March 1992.

PART I**PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT, UNLESS THE CONTRARY IS STATED****1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Border Furniture Manufacturing Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed respectively in the said Industry;

(b) within the Magisterial District of Albert, Aliwal North, East London (excluding those portions which prior to the publication of Government Notices Nos. R. 1877 of 4 September 1981, R. 1079 of 10 June 1988 and 2354 of 5 October 1990 fell within the Ciskei), Fort Beaufort (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström), Queenstown (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström) and Stutterheim (including that portion which prior to the publication of Government Notice No. 2354 of 5 October 1990 fell within the Magisterial District of Stutterheim).

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

(a) only to employees for whom minimum wages are prescribed in this Agreement;

(b) to apprentices only in so far as the said terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 9 (4) (b) inclusive, 9 (4) (d) to 19 inclusive, 21, 24 to 27 inclusive and 29 to 39 inclusive of Part I, Part II, and clauses 1 to 3 (6) (a) inclusive

Deel III van die Vorige Ooreenkoms soos van tyd tot tyd herbekragtig en gewysig, verleng en hernieu, is van toepassing op werkgewers en werknemers."

3. WOORDOMSKRYWING

In subklousule (1), skrap die omskrywing van "tydelike werknemer".

4. KLOUSULE 16: UITGAWES VAN DIE RAAD

Vervang die uitdrukking "24c" deur die uitdrukking "28c".

5. KLOUSULE 20: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 20 deur die volgende:

"20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte na te kom in verband met vergaderings van die Raad, en om ten minste drie volle Raadsvergaderings per jaar by te woon met volle besoldiging."

6. KLOUSULE 24: LONE

(1) In subklousule (2) (a), vervang die uitdrukking "20 Maart 1991" waar dit die eerste twee keer voorkom deur die uitdrukking "20 Maart 1992", en vervang die uitdrukking "20 Maart 1990" deur die uitdrukking "20 Maart 1991".

(2) In subklousule (2) (b), vervang die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992" en die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992".

7. Voeg die volgende klousule in na klousule 39:

"40. MENSLIKHEIDSVLOF

In die geval van die dood van 'n geregistreerde afhanklike is die werknemer geregtig op twee dae menslikheidsverlof met volle besoldiging."

8. Voeg die volgende klousule in na klousule 40:

"41. DISSIPLINÊRE KODE EN PROSEDURE EN GRIEWEPROSEDURE

(a) Dissiplinêre Kode en Prosedure:

1. Inleiding:

1.1 Dit is die Bestuur se reg om tugstappe te doen, en die dissiplinêre kode en prosedure is 'n handleiding vir sowel die Bestuur as vir die werknemers, om te verseker dat die tugstappe billik is.

1.2 Tugstappe moet, waar moontlik, voorligting en bystand aan die werknemer verleen, sodat die nodige gedragstandaard of werkverrigting verkry of verbeter kan word. Sodanige stappe moet so spoedig moontlik na die gebeure gedoen word.

1.3 'n Volledige dissiplinêre verhoor moet gehou word waar die moontlikheid van ernstige tugstappe bestaan.

1.4 Werknemers wat onderworpe is aan tugstappe, kan deur 'n medewerker, 'n werkwinkelverteenvoordiger of 'n vakvereniging beampete bygestaan of verteenwoordig word.

2. Dissiplinêre kode:

Voorbeelde van geringe werkprobleme wat tot tugstappe kan lei:

Onbevredigende werk; swak bywoning; gebruik van beledigende taal, ensovoorts.

and 3 (6) (c) to 12 inclusive of Part III of the Former Agreement, as re-enacted and amended, extended and renewed time to time shall apply to employers and employees."

3. DEFINITION

In subclause (1) delete the definition of "temporary employee".

4. CLAUSE 16: EXPENSES OF THE COUNCIL

Substitute the expression "28c" for the expression "24c".

5. CLAUSE 20: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 20:

"20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council and to attend a minimum of three full Council meetings per calendar year on full pay."

6. CLAUSE 24: WAGES

(1) In subclause (2) (a), substitute the expression "20 March 1992" for the expression "20 March 1991" in the first two instances in which it occurs and substitute the expression "20 March 1991" for the expression "20 March 1990".

(2) In subclause (2) (b), substitute the expression "20 March 1992" for the expression "20 March 1991" and substitute the expression "20 March 1992" for the expression "20 March 1991".

7. Insert the following clause after clause 39:

"40. COMPASSIONATE LEAVE

In the event of the death of a registered dependant an employee shall be entitled to two days' compassionate leave on full pay."

8. Insert the following clause after clause 40:

"41. DISCIPLINARY CODE AND PROCEDURE AND GRIEVANCE PROCEDURE

(a) Disciplinary Code and Procedure:

1. Introduction:

1.1 It is Management's right to take disciplinary action and the disciplinary code and procedure are a guide to both Management and employees to ensure that disciplinary action is fair.

1.2 Disciplinary action will, wherever possible, consist of instruction and assistance to the employee in order that the required standard of behaviour or performance may be attained and surpassed. Such action will be taken as soon after the event as possible.

1.3 Wherever the possibility of severe disciplinary action exists, a full disciplinary enquiry will be held.

1.4 Employees subject to disciplinary action may be assisted, or represented, by a fellow employee, a shop steward or a trade union official.

3. Disciplinary code:

Examples of minor work problems which may result in disciplinary action:

Unsatisfactory work; poor timekeeping; use of abusive language etc.

Voorbeelde van ernstiger werkprobleme wat tot tugstappe kan lei:

Die gebruik of besit van, of onder die invloed wees, van alkohol of ander nie-voorgeskrewe dwelmmiddels; diefstal of die onwettige besit van die maatskappy se eiendom; ongemagtigde afwesigheid; versuim om veiligheidsreëls na te kom; aanranding, ensovoorts.

3. *Dissiplinêre prosedure:*

3.1 Waar ook al moontlik, moet toenemende dissipline toegepas word: Mondelinge voorligting moet gegee word en as geen verbetering vorendag kom nie, moet strenger tugstappe dan gedoen word.

3.2 Indien ernstiger werkprobleme egter ontstaan, kan ernstiger tugstappe waarskynlik gedoen word wat by die eerste geleentheid dat dit aanleiding kan gee tot 'n finale skriftelike waarskuwing of selfs ontslag kan lei.

Bewyse deur werknemer

Getuie

Getuie

Getuie

Beslissing van Voorsitter van die ondersoek

Getuienis ter versagting

Stappe gedoen

Werknemer in kennis gestel van sy reg om appèl binne 48 uur aan te teken.

..... Datum/tyd

Handtekening van Voorsitter

(b) *Grieweprosedure:*

1. *Inleiding*

1.1 Dit is in belang van beide die Bestuur en die werknemers dat griewe soos spoedig moontlik, deur die grieweprosedure opgelos word.

1.2 'n Grief is enige ontevredenheid of gevoel van onreg deur 'n werknemer, en wat uit 'n werksituasie spruit.

1.3 By die indiening van 'n grief, kan 'n werknemer deur 'n medewerker bygestaan word.

1.4 'n Werknemer sal nie deur die indiening van 'n grief geviktimiseer word nie, en sy gewone basiese loon, ensovoorts, moet aan hom betaal word terwyl hy gedurende gewone werkure aan die oplossing van 'n grief deelneem.

1.5 Die grieweprosedure moet nie deur 'n werknemer gebruik word vir die doel om—

1.5.1 'n ooreenkoms wat tussen die Maatskappy en die vakvereniging aangegaan is, of die prosedure van die Dissiplinêre Kode, te wysig nie;

1.5.2 kollektiewe bedinging van besoldiging of diensvoorwaardes te verkry nie;

1.5.3 'n dissiplinêre of ontslagaangeleentheid te verwerk nie;

Examples of more serious work problems which may result in disciplinary action:

Using, possessing or being under the influence of alcohol or other non-prescribed drugs; theft or unauthorised possession of Company property; unauthorised absence; failure to obey safety rules; assault etc.

3. *Disciplinary procedure:*

3.1 Wherever possible, progressive discipline will be applied: verbal counselling will be given and if no improvement is forthcoming, more severe disciplinary action will then be taken.

3.2 However, when more serious work problems have arisen, disciplinary action is likely to be more severe and could on the first occasion be a final written warning or even dismissal.

Evidence brought by employee

Witness

Witness

Witness

Decision of enquiry Chairman

Evidence of mitigation

Action taken

Employee advised of right of appeal within 48 hours.

..... Date/time.

Signature of Chairman

(b) *Grievance procedure:*

1. *Introduction:*

1.1 It is in the interests of both Management and employees that grievances are resolved as speedily as possible through the grievance procedure.

1.2 A grievance is any dissatisfaction or feeling of injustice which an employee may feel and which arises from the work situation.

1.3 In submitting a grievance an employee may be assisted by a fellow employee.

1.4 An employee will not be victimised for submitting grievances and his normal basic wage, etc., shall be paid to him while he is participating in the resolution of a grievance during normal working hours.

1.5 The grievance procedure shall not be invoked by an employee for the purpose of—

1.5.1 amending any agreement entered into between the Company and the trade union, or the Disciplinary Code of Procedure;

1.5.2 collective bargaining on remuneration or the conditions of service;

1.5.3 processing a disciplinary or dismissal matter;

1.5.4 enige aangeleentheid met betrekking tot die Wet op Masjinerie en Beroepsveiligheid te opper nie.

1.6 'n Grief moet ingedien word binne vyf dae, vanaf die gebeure wat aanleiding gegee het tot sodanige grief.

2. Stappe van die grieweprosedure

2.1 Die werknemer moet die grief by sy onmiddellike meerdere opper.

2.2 Die werknemer se onmiddellike meerdere moet die griewevorm voltooi en probeer om die saak binne twee dae, of 'n langer wedersydse aanvaarbare tydperk, op te los.

2.3 Indien die werknemer se onmiddellike meerdere nie die saak kan oplos nie, moet die saak na die Bestuurder verwys word.

2.4 Indien die grief nie binne twee dae opgelos is nie, moet enige verdere ondersoek en die redes vir die mislukking om die grief op te los, op skrif gestel en aan die departementsbestuurder oorhandig word, wat weer op sy beurt in 'n poging om die grief op te los, getuienis kan aanhoor van, of 'n vergadering kan belê met, enigeen van of al die partye wat betrokke is by die soort en wat dan moet probeer om die grief binne vyf werkdade na afloop van die vorige vergadering, op te los.

2.5 Indien die grief na vyf werkdade onopgelos is, moet die departementshoof enige bykomende beskuldigings en die redes vir die mislukking om die grief op te los, op skrif stel en die saak na 'n senior bestuursvertegenwoordiger van die Maatskappy verwys, wat dan weer al die nodige stappe moet doen om die grief op te los, en getuies kan aanhoor, van of 'n vergadering belê met enigeen van of al die partye wat by die saak betrokke is.

2.6 Die finale besluit moet op skrif gestel en 'n afskrif aan die werknemer, wat die grief aanhangig gemaak het, gegee word.

GRIEWEVORM

Werknemer.....

Datum.....

Besonderhede van grief

.....

.....

.....

Optrede waartoe ooreengekom

.....

.....

.....

Handtekening van Toesighouer

Handtekening van werknemer

9. DEEL II VAN DIE VORIGE OOREENKOMS

Vervang Deel II deur die volgende:

"DEEL II

LONE

Graad I

1. Werknemers in diens in enige van of al die werksaamhede wat in die Meubelnywerheid verrig word uitgesonderd die werknemers in klousules 5 tot 15 van hierdie Deel bedoel, maar met inbegrip van voormanne en/of toesighouers:

Sent per
uur

Gedurende die tydperk eindigende 20 Maart
1993

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1.5.4 raising any matter relating to the Machinery and Occupational Safety Act.

1.6 A grievance should be lodged within five days of the occurrence which gave rise to it.

2. Stages of the grievance procedure:

2.1 The employee raises the grievance with his immediate superior.

2.2 The employee's immediate superior shall complete the grievance form and attempt to resolve the matter within two days or a mutually acceptable longer period.

2.3 If the employee's immediate superior cannot resolve the matter, the grievance shall be referred to the Manager.

2.4 If the grievance has not been resolved within two days, any further investigations and the reasons for the failure to resolve the grievance shall be set down in writing for the Departmental Manager concerned who, in taking all necessary steps to resolve the grievance, may hear evidence from or convene meetings with, any or all of the parties who are relevant to its resolution and will attempt to resolve the grievance within five working days of the previous hearing.

2.5 If the grievance is not resolved within five working days, the Departmental Manager shall set down in writing any further allegations and the reasons for the failure to resolve the grievance, and refer the matter to a senior management representative of the Company, who in taking all necessary steps to resolve the grievance, may hear evidence from or convene meetings with any or all of the parties who are relevant to its resolution.

2.6 The final decision shall be reduced to writing and a copy thereof shall be given to the employee who raised the grievance.

GRIEVANCE FORM

Employee

Date

Details of grievance

.....

.....

Action agreed upon

.....

.....

Signature of Supervisor

Signature of employee

9. PART II OF THE FORMER AGREEMENT

Substitute the following for Part II:

"PART II

WAGES

Grade I

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in clauses 5 to 15 of this Part, but including foremen and/or supervisors:

Cents per
hour

During period ending 20 March 1993

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2. Leerlinge in diens om die werksaamhede te leer wat deur klousule 1 gedek word:

- Graad 1L1: Vir die eerste jaar diens: 466 sent per uur;
 Graad 1L2: Vir die tweede jaar diens: 494 sent per uur;
 Graad 1L3: Vir die derde jaar diens: 523 sent per uur;
 Graad 1L4: Vir die vierde jaar diens: 548 sent per uur;

daarna, die loon by klousule 1 voorgeskryf.

3. (a) Jeugdige manlike werknemers in diens in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, moet die loon betaal word wat ingevolge daardie Wet vir die toepaslike leerjaar voorgeskryf word.

(b) Alle ander jeugdige: Die minimum loon voorgeskryf vir volwasse werknemers werksaam in dieselfde klas werk.

4. (a) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk; en

(b) werknemers wat masjinerie onderhou:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	580

Graad II

5. (a) Werknemers wat die volgende werk verrig:

(1) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarlok, vlockieskapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of 'n ander soortgelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting-en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede; kopkussings, stoelkussings, peule, bomatrasse, kwilte die vasslaan en/of vashaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werksaamhede in subklousules (b) en (c) bedoel;

(2) veermaaswerk vleg;

(3) vulsel in matrasslope instop, hetsy met die hand of 'n masjien;

(4) sye stik;

(5) kwassiesmaak, hetsy met die hand of 'n masjien;

(6) 'n randkwiltmasjien bedien;

(7) 'n bo-kwiltmasjien bedien;

(8) rame en rollers vir die bo-kwiltmasjien gereed maak;

(9) vervlegte kussinkies aan veereenhede vassit, -stik of kram, hetsy met die hand of 'n masjien;

(10) stoelkussings met veerbinnewerk en/of veereenhede vul;

(11) vulsel op 'n veereenheid uitsprei;

(12) matrasbostukke, hetsy gekwilt of nie, in 'n posisie vassit om 'n vooraf geboude binnewerk of veermatras te bou;

(13) bande aan die kante van 'n binneveermatras stik;

(14) Rolomrandwerk met die hand of 'n masjien:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

(b) Werknemers wat puntsweiswerk verrig:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

(c) Werknemers in diens as versendingsklerke of magasynmanne:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

2. Learners employed in learning the operations covered by clause 1:

Grade 1L1: For the first year of employment: 466 cents per hour;

Grade 1L2: For the second year of employment: 494 cents per hour;

Grade 1L3: For the third year of employment: 523 cents per hour;

Grade 1L4: For the fourth year of employment: 548 cents per hour;

thereafter, the wage prescribed in clause 1.

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, shall be paid the wage prescribed in terms of that Act for the appropriate year of apprenticeship.

(b) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

4. (a) Employees engaged in the welding of metal, other than spot welding; and

(b) employees engaged in the maintenance of machinery:

	Cents per hour
During the period of ending 20 March 1993	580

Grade II

5. (a) Employees engaged in--

(1) bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral, springs, mesh springs, helical springs, all types of springs and/or spring units; pillows, cushions, bolsters, overlays, quilts; knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations referred to in subclauses (b) and (c);

(2) weaving of spring mesh;

(3) stuffing filling into mattress cases, whether by hand or machine;

(4) side stitching;

(5) tufting, whether by hand or machine;

(6) operating a border quilting machine;

(7) operating a top quilting machine;

(8) preparing frames and rollers for the top quilting machine;

(9) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;

(10) filling of cushions with spring interiors and/or spring units;

(11) laying out filling material upon a spring unit;

(12) securing mattress tops, whether quilted or not, in a position for building a prebuilt interior or spring mattress;

(13) tape ending a spring interior mattress;

(14) roll edging by hand or machine:

	Cents per hour
During the period ending 20 March 1993	446

(b) Employees engaged in spot welding:

	Cents per hour
During the period ending 20 March 1993	446

(c) Employees employed as despatch clerks or storeman:

	Cents per hour
During the period ending 20 March 1993	446

(d) Leerlinge in diens om die klasse werk bedoel in klousule 5 (a) te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 5 (a) bedoel.

6. Werknemers wat die volgende werk verrig:

Alle masjiene bedien waar sodanige masjiene deur 'n masjiensteller of 'n toesighouer ingestel is, alle herhalingsstofwerk (maar nie herstoffeerwerk, prototipe en enkeltipe werk nie), sproeispuite bedien, gordynrolletjies en rolwiel-etjies aanbring en alle herhalingsmonteerwerkzaamhede:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 446

7. Leerlinge in diens om die werksaamhede bedoel in klousule 6 te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 6 bedoel.

Graad III

8. Werknemers wat die volgende werk verrig:

(1) 'n Werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of 'n meganiese toestel, in glipsteek; stik en/of aanmekeerwerk van oortreksels, teenstroke, stoelkussings, koorde, gordynkappe of peule, maar nie die sny van oortreksels nie;

(2) knope aan verwyderbare en/of los stoelkussings vaswerk;

(3) gimp en/of galon en/of stolpplooisel vassit, maar nie vaskram en/of met hegspykers vasslaan nie:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 351

9. Werknemers wat die volgende werk verrig:

(1) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en komponente;

(2) matrashandvatsels aan rande stik;

(3) gekwilde rande aan matrasseneenhede stik vóór die vasstik van kantbande;

(4) die bek van 'n matras met die hand of a masjien toewerk;

(5) randlengtes aanmekeerwerk;

(6) kopkussings, stoelkussings en peule toewerk;

(7) bostukke, rande en slope uitsny:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 351

(d) Learners employed in learning the classes of work referred to in clause 5 (a);

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 5 (a).

6. Employees engaged in—

operating all machines where such machines have been set by a setter or supervisor, all repetitive upholstery work (but excluding re-upholstery, prototype and one off work), operating spray guns, curtain and roller castors and all repetitive assembly operations:

*Cents per
hour*

During the period ending 20 March 1993 446

7. Learners employed in learning the operations referred to in clause 6:

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 6.

Grade III

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching; sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters, but excluding the cutting of covers;

(2) buttoning of removable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof:

*Cents per
hour*

During the period ending 20 March 1993 351

9. Employees engaged in—

(1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;

(2) sewing mattress handles to border;

(3) sewing quilted borders onto mattress units prior to tape edging;

(4) closing up by hand or machined the mouth of a mattress;

(5) joining border lengths;

(6) closing pillows, cushions and bolsters;

(7) cutting tops, borders and cases:

*Cents per
hour*

During the period ending 20 March 1993 351

10. Leerlinge in diens om die klasse werk bedoel in klousules 8 en 9 te leer:

Per week:

Graad 3L1: Vir die eerste ses maande diens: 332 sent per uur;

Graad 3L2: Vir die tweede ses maande diens: 340 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousules 8 en 9 bedoel.

11. Werknemers wat die volgende werk verrig:

- (1) Klaargemaakte rottangmatte vassit;
- (2) 'n enkelrolskuurder, oopskyfskuurder, tolskuurder en lugge vulde skuurder opstel en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tapgate sny;
- (5) die skarnieruitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) 'n tappeninvoegmasjien bedien;
- (8) hangerbout insteek en 'n poot vasbout of inskroef, maar nie die vassit van die plaat en/of hegstuk aan die raamwerk waaraan die hangerbout moet kom nie;
- (9) 'n kantfineermasjien bedien, maar nie kantlyste aansit nie;
- (10) met 'n masjien skuur, maar nie met 'n twee- en drierol- en kombinasierol-en-band-skuurder nie;
- (11) hout- en metaallatte en dwarsstawe aan rame vir stof-veerwerk in posisie plaas:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993

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Graad IV

12. Werknemers wat die volgende werk verrig:

- (1) Vasbout;
- (2) houttappenne en -penne met die hand en/of 'n masjien maak en/of spits maak;
- (3) met die hand en/of 'n draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of d.m.v. 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvulsel of soortgelyke stowwe vul;
- (6) bedysters, koepels en sokke vir rolwielletjies vassit;
- (7) was aanwend;
- (8) rande verf en/of vul;
- (9) deure en toebehore afhaal voordat dit vir poleerwerk gereedgemaak word;
- (10) met gips of 'n ander vulstof vul;
- (11) meubels met sure of 'n ander bleikmiddel bleik;
- (12) 'n gepoleerde oppervlak stippel;
- (13) slegs met die hand beits, olie, vul en/of vernuwe;
- (14) webband en/of plaasvervangers aansit, maar nie spiraalvere vaswoel nie;
- (15) laaghout of hardbord aan los sitplekke vir stoffeerwerk vasspyker;
- (16) metaal bespuit;
- (17) riempieswerk;
- (18) heliese vere en/of ketting- en/of sigsag- of niedeursaktipe veerwerk aanhaak;

10. Learners employed in learning the classes of work referred to in clauses 8 and 9:

Per week:

Grade 3L1: For the first six months of employment: 332 cents per hour;

Grade 3L2: For the second six months of employment: 340 cents per hour;

thereafter, the wage prescribed for an employee engaged in work referred to in clauses 8 and 9.

11. Employees engaged in—

- (1) fixing up of ready-made cane mats;
- (2) setting up and operating single-drum sander, opendisc sander, bobbin sander and air-filled sander;
- (3) boring holes;
- (4) morticing on the mortice machine only;
- (5) operating the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- (6) filling cushions with spring interior and/or spring units;
- (7) operating a dowel insertion machine;
- (8) inserting hanger bolt, and bolting on or screwing in of a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;
- (9) operating an edge veneering machine, but excluding edge banding;
- (10) machine sanding, excluding double and triple drum and combination drum and belt sander;
- (ii) positioning of wooden and metal laths and cross bars to frames for upholstery:

*Cent per
hour*

During the period ending 20 March 1993.....

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Grade IV

12. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) Sandpapering by hand and/or portable sander, regardless of whether the articles sandpapered are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed irons, domes and sockets for castors;
- (7) applying wax;
- (8) painting and/or filling edges;
- (9) removing doors and fittings prior to preparation for polishing;
- (10) filling in with plaster of Paris or any other filling material;
- (11) bleaching furniture with acids or any other bleaching agent;
- (12) stippling polished surface;
- (13) staining, oiling, filling and/or reviving by hand only;
- (14) fixing of webbing and/or substitutes, but excluding the lashing of coil springs;
- (15) tacking of plywood or hardboard onto loose seats for upholstery purposes;
- (16) spraying of metal;
- (17) riempies work;
- (18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;

- (19) klapperhaar of ander materiaal met 'n masjien pluus;
- (20) die agtergrond van houtsnijwerk stippel en pons;
- (21) T- en G-randstroke met die hand vasslaan, maar nie verstekhoekprofiel nie;
- (22) bome aan gestoffeerde artikels vasspyker;
- (23) werk in verband met enige van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
- (24) paneelpeppe en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurseksie;
- (25) rolle stoffeermateriaal, goiing, kaliko, crownflex en dergelike stowwe met die hand oopmaak en/of van selfkant to selfkant sny, maar uitdruklik nie 'n patroon en/of fatsoen, gereed vir stoffeerwerk, na grootte sny nie;
- (26) handvatsels met skroewe, boute en moere en skroef-boute deur vooraf geboorde gate vasheg;
- (27) spieëls deur middel van kleefband vassit;
- (28) opknapwerk by die op- en/of aflaaiplek:

Sent per
uur

Gedurende die tydperk eindigende Maart 1993 325

13. Werknemers wat die volgende werk verrig:

- (1) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (2) spoel vir 'n randkwiltmasjien gereedmaak;
- (3) gekwiltte rande volgens lengte sny;
- (4) gate in matrasrande pons;
- (5) ventileerders en handvatsels aan matrasrande aanbring;
- (6) die vervlegmasjien voer;
- (7) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
- (8) latte en dwarsstawe in posisie plaas of webband aan matras- of bedrame heg;
- (9) matrasrame beits;
- (10) ore aan matrasrame vasheg;
- (11) maas aan 'n matrasraam in posisie plaas en vasheg;
- (12) lusse aan naalde by drukdeursteekwerk;
- (13) 'n materiaalspreimasjien laai, stoot en bedien;
- (14) 'n pluismasjien bedien;
- (15) 'n lusmaakmasjien bedien;
- (16) lusse, knope of kwassies vasheg;
- (17) rame vir beddegoed met die hand beits en/of vernis;
- (18) geweepte draadmaas en kettingveermase aan rame vir beddegoed monteer, vasslaan of vashaak, ongeag die materiale waarvan die rame gemaak is;
- (19) bedysters aanbring;
- (20) veereenhede aan bedrame vasheg:

Sent per
uur

Gedurende die tydperk eindigende 20 Maart 1993 325

14. Werknemers wat die volgende werk verrig:

- (1) Persele skoonmaak en vee;
- (2) masjinerie, uitrusting, gereedskap, sproeispuite en werktuie skoonmaak;
- (3) masjiene en/of voertuie olie smeer;
- (4) afwit;

- (19) teasing coir or other materials by machine;
- (20) stippling and punching the background of carving;
- (21) knocking on of T and G edge strips by hand, excluding mitred corner sections;
- (22) tacking on of bottoms to upholstered articles;
- (23) work in connection with any of the processes in the construction of springs interior and/or spring units and the manufacture of their component parts;
- (24) punching away protruding panel pins and/or nails and/or nails and/or staples in the hand-sanding section;
- (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstery;
- (26) fixing of handles by screws, bolts and nuts, and screwbolts through prebored holes;
- (27) affixing of mirrors by the use of adhesive tape;
- (28) touching up at the point of loading and/or offloading:

Cents per
hour

During the period ending March 1993..... 325

13. Employees engaged in—

- (1) bolting by hand of bed mattress frames, studio couch frames and cots;
- (2) preparing spools for a border quilting machine;
- (3) cutting quilted borders to length;
- (4) punching holes in mattress borders;
- (5) fitting ventilators and handles to mattress borders;
- (6) feeding the interlacing machine;
- (7) cutting and making of pads, irrespective of materials used;
- (8) positioning of laths and cross-bars, or fixing webbing to mattress or bed frames;
- (9) staining mattress frames;
- (10) affixing lugs to mattress frames;
- (11) positioning and securing mesh to a mattress frame;
- (12) hanging loops on needles in compression tufting;
- (13) loading, wheeling and operating a cloth-spreading machine;
- (14) operating a teasing machine;
- (15) attending a loop machine;
- (16) attaching loops or buttons or tufts;
- (17) staining and/or varnishing frames for bedding by hand;
- (18) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
- (19) fixing bed irons;
- (20) attaching spring units to bed frames:

Cents per
hour

During the period ending 20 March 1993..... 325

14. Employees engaged in—

- (1) cleaning and sweeping of premises;
- (2) cleaning machinery, plant, tools, spray guns and utensils;
- (3) oiling and greasing machines and/or vehicles;
- (4) lime-washing;

- (5) voertuie laai en/of aflaai;
- (6) materiaal hanteer;
- (7) 'n voertuig of handkar stoot of trek;
- (8) met handvoertuie aflewer;
- (9) grondstowwe uitpak, baal en ontbaal;
- (10) uitrusting skoonmaak en skoonblaas;
- (11) 'n stoomketel, verbrander en/of oond bedien;
- (12) drooggoonde laai en ontlaai;
- (13) tee of ander dergelike drank maak;
- (14) hout vir preserving behandel;
- (15) artikels in kartonne en/of kartonhouers verpak;
- (16) artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en kartonhouers vul en toemaak;
- (17) lym afwas en/of afvee;
- (18) gebruikte stoffeerwerk en beddegoed uitmekaarhaal;
- (19) 'n meubelmasjienwerker help om materiale voor en na masjienbewerking te hanteer;
- (20) metaalstawe, skarniere, metaalbuise, metaalstroke, ketting, draad, hoepelyste en dergelike materiale sny;
- (21) ysterboute en -stawe vasklink of skroefdraad daarin sny;
- (22) enige soort pers bedien;
- (23) stoffeervere baal en indompel;
- (24) stofsakke en/of siklone van skuurmasjiene versorg;
- (25) skuurpapierskywe vaslym;
- (26) in papier of karton toedraai;
- (27) rubbereenhede in matrasslope insit;
- (28) rubber of plaasvervangers daarvan uitsny en aan mekaar vaslym;
- (29) finere met kleefband vassit en 'n fineerpers bedien;
- (30) lym en papier van geperste finere verwyder, afwas en afvee;
- (31) hoepelyster wat vir webband gebruik word, reguit maak en/of sny;
- (32) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veereenhede nie;
- (33) klapperhaar met die hand uitklop en/of pluig;
- (34) metaalstawe skoonmaak;
- (35) die massa van kopkussings, peule, kuiltte en stoelkussings bepaal;
- (36) klapperhaar of ander materiaal met die hand pluig;
- (37) beddegoed uitmekaarhaal;
- (38) lym van meubels verwyder;
- (39) metaaldele buig, pons, vasklink, boor en/of inmeekaarsit;
- (40) lym meng, massameet en voorberei;
- (41) lym en lymverharders met die hand, 'n kwas of masjien aanwend en/of spreid, maar uitdruklik nie meubelonderdele inmeekaarsit of monteer nie behalwe in die geval van die werknemers in subklousule (45) hieronder bedoel;
- (42) 'n tapplaatdrukmasjien bedien;
- (43) met 'n patroonplaat, patrone en/of 'n setmaat afmerk ter voorbereiding vir masjinerie;
- (44) 'n patroon, patroonplaat en/of setmaak afmerk;
- (45) meubelonderdele wat geklem, geklamp of gepers moet word, inmeekaarsit of monteer: Met dien verstande dat die getalsverhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon ontvang wat by klousule 1 van hierdie Deel voorgeskryf word en wat klem-, klamp- of perswerk verrig, hoogstens twee tot een mag wees;

- (5) loading and/or unloading vehicles;
- (6) handling materials;
- (7) pushing or pulling a vehicles or handcart;
- (8) delivery by manually propelled vehicles;
- (9) unpacking, baling and unbalancing raw materials;
- (10) cleaning and blowing down of equipment;
- (11) attending boiler, incinerator and/or oven;
- (12) loading and unloading kilns;
- (13) making tea or other similar beverages;
- (14) treating timber for preservation;
- (15) packing articles into cartons and/or cardboard containers;
- (16) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers;
- (17) washing and/or wiping off glue;
- (18) stripping second-hand upholstery and bedding;
- (19) assisting a furniture machinist in handling materials before and after machining;
- (20) cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and similar materials;
- (21) riveting or making threads on iron bolts and rods;
- (22) operating presses of any type;
- (23) baling and dipping of upholstery springs;
- (24) attending to dust bags and/or cyclones of sanding machines;
- (25) glueing sandpaper discs;
- (26) wrapping in paper or cardboard;
- (27) inserting rubber units into mattress cases;
- (28) cutting and glueing together of rubber or substitute materials;
- (29) taping of veneers and attending veneers press;
- (30) removing, washing and/or cleaning of glue and paper from pressed veneers;
- (31) straightening and/or cutting hoop-iron used for webbing;
- (32) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;
- (33) beating and/or teasing coir by hand;
- (34) cleaning metal rods;
- (35) mass-measuring pillows, bolsters, quilts and cushions;
- (36) teasing coir or any other materials by hand;
- (37) stripping bedding;
- (38) removing glue from furniture.
- (39) bending, punching, riveting, drilling and/or assembling metal parts;
- (40) mixing, mass-measuring and preparing glue;
- (41) applying and/or spreading glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts except in the case of the employees referred to in subclause (45) hereunder;
- (42) operating tenon squashing machine;
- (43) marking off by template, patterns and/or jig in preparation for machining;
- (44) marking pattern, template and/or jig;
- (45) putting together or assembling furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;

- (46) skuurpapier of -skrywe en -bande vir oopbandskuurders maak en las;
- (47) materiale deursy;
- (48) finere, laaghout en hardbord met kleefband, kramme en/of hegspykers aan rame of kernmateriaal vassit vir perswerk;
- (49) bandlose laswerk met 'n masjien;
- (50) enige soort vakuumsak en -pers laai en ontlai;
- (51) gom- of ander bande afwas;
- (52) onderdele na perswerk opstapel;
- (53) 'n stoffeerder help deur die oortreksel vas te hou;
- (54) lymblokke aanvryf;
- (55) kartelkramme insit in die proses van rame inmeekaarsit;
- (56) oortollige finere met die hand of 'n handwerktuig wegwerk nadat finere aangesit is;
- (57) skroewe in vooraf geboorde gate insit voordat vasgeskroef word;
- (58) moere en/of moerdoppies aan boutte vassit;
- (59) handvatsels vasbout;
- (60) glas in vooraf gemaakte groewe of sponnings laat sak, maar nie glas by kraallyswerk in posisie vassit en/of glas op 'n ander manier vassit nie;
- (61) rantfineerwerk met die hand;
- (62) skuimrubber en/of dergelike stowwe na fatsoen en/of grootte sny;
- (63) 'n skuimmaalmasjien bedien;
- (64) karton in die stoffeerseksie met die hand en/of 'n valmes sny, maar nie 'n ander masjien gebruik of karton in 'n ander afdeling sny nie;
- (65) los stoelkussingslope met vulmateriaal vul;
- (66) houttappenne met die hand inslaan;
- (67) skuimrubber en/of dergelike stowwe aan oortrekmateriaal vaslym slegs vir deurstikwerk:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 325

15. (a) Werknemers in diens as opsigters of wagte:

*Rand per
week*

Gedurende die tydperk eindigende 20 Maart
1993 154,90

- (b) (i) Werknemers in diens as verpakkers;
- (ii) werknemers in diens as kantoorbodes;
- (iii) los werknemers:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 325."

DEEL III VAN DIE VORIGE OOREENKOMS

10. KLOUSULE 3. WOORDOMSKRYWING

In subklousule (1), skrap die omskrywing van "tydelike werknemer".

11. KLOUSULE 2: LONE

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

"(1) (a) Werknemers, uitgesonderd los werknemers.—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa wat deur sodanige voertuig getrek word—

(i) hoogstens 2 722 kg is:

354c per uur gedurende die tydperk eindigende 20 Maart 1993;

(46) making and jointing sandpaper or discs and belts for open belt sanders;

(47) straining of materials;

(48) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;

(49) tapeless jointing by machine;

(50) loading and unloading vacuum bag and press of any kind;

(51) washing off gum or other tapes;

(52) stacking parts after pressing;

(53) assisting upholsterer in holding cover;

(54) rubbing on glue blocks;

(55) inserting corrugated fasteners in the process of assembling frames;

(56) trimming away by hand or hand tool of excess veneer after affixing of veneer;

(57) inserting screws into pre-bored holes preparatory to screwing;

(58) affixing nuts and/or nut covers to bolts;

(59) bolting handles;

(60) dropping glass into pre-made grooves or rebates, but excluding the affixing of glass in position with beading and/or securing glass in any other manner;

(61) edge veneering by hand;

(62) cutting foam rubber and/or similar substances to shape and/or size;

(63) operating a foam mincing machine;

(64) cutting cardboard in the upholstery section by hand and/or guillotine, but excluding the use of any other machine or the cutting of cardboard in any other department;

(65) filling loose cushion cases with filling material;

(66) knocking in wooden dowels by hand;

(67) glueing foam rubber and/or similar substances to cover material for quilting only:

*Cents per
hour*

During the period ending 20 March 1993..... 325

15. (a) Employees employed as caretakers or watchmen:

*Rand per
week*

During the period ending 20 March 1993..... 154,90

(b) (i) Employees employed as packers;

(ii) employees employed as office messengers;

(iii) casual employees;

*Cents per
hour*

During the period ending 20 March 1993..... 325

PART III OF THE FORMER AGREEMENT

10. CLAUSE 3. DEFINITIONS

In subclause (1) delete the definition of "temporary employee".

11. CLAUSE 2: WAGES

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

"(1) (a) Employees, other than casual employees.—An employee who drives a vehicle, other than a steam-wagon, the unladen mass of which, together with the unladen mass of a trailer drawn by such vehicle—

(i) does not exceed 2 722 kg:

354c per hour during the period ending 20 March 1993;

(ii) meer as 2 722 kg maar hoogstens 4 536 kg is:
396c per uur gedurende die tydperk eindigende 20 Maart 1993;

(iii) meer as 4 536 kg:

414c per uur gedurende die tydperk eindigende 20 Maart 1993.

Namens die partye op hede die 10de dag van Maart 1992 te Oos-Londen onderteken.

N. G. TERBLANCHE,

Voorsitter van die Raad.

G. M. MANN,

Ondervoorsitter van die Raad.

W. J. CHERRY,

Sekretaris van die Raad.

DEPARTEMENT VAN LANDBOU

No. R. 2074

24 Julie 1992

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET 47 VAN 1970)

PRYS- EN BETALINGSREËLINGS MET BETREK-
KING TOT GOEIEWYN, 1992/93: VOORGESTELDE
WYSIGING

Hiermee word bekendgemaak dat die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, kragtens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die prys- en betalingsreëlings vermeld in Goewermmentskennisgewing No. R. 416 van 7 Februarie 1992 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur in klousule 9 (1) van Bylae 2 daarvan die volgende items na item 13 in te voeg:

Tipe houer en verpakkings- materiaal	Byvoeging per liter	
	Uitsluitende karton	Insluitende karton
"13A. Drie liter tapsak (insluitende kartonomhulsel).....	122c	127c
13B. Drie liter tapsak (uitsluitende kartonomhulsel).....	85c	—"

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lewer.

S. W. JOUBERT,

Sekretaris: Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

No. R. 2079

24 Julie 1992

WET OP DRANKPRODUKTE, 1989
(WET No. 60 VAN 1989)

REGULASIES: WYSIGING

Die Minister van Landbou het kragtens artikel 27 van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), die regulasies in die Bylae uitgevaardig.

(ii) exceeds 2 722 kg but does exceed 4 536 kg:
396c per hour during the period ending 20 March 1993;
(iii) exceeds 4 536 kg:

414c per hour during the period ending 20 March 1993."

Signed at East London on behalf of the parties this 10th day of March 1992.

N. G. TERBLANCHE,

Chairman of the Council.

G. M. MANN,

Vice Chairman of the Council.

W. J. CHERRY,

Secretary of the Council.

DEPARTMENT OF AGRICULTURE

No. R. 2074

24 July 1992

WINE AND SPIRIT CONTROL ACT, 1970
(ACT 47 OF 1970)

PRICE AND PAYMENT ARRANGEMENTS WITH
REGARD TO GOOD WINE, 1992/93: PROPOSED
AMENDMENT

It is hereby made known that the Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, acting in terms of section 18 (6) (a) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), has amended the price and payment arrangements set out in Government Notice No. R. 416 of 7 February 1992 with regard to wine, as defined in section 14 of the said Act, by the insertion in clause 9 (1) of Schedule 2 thereto of the following item after item 13:

Type of container and packing material	Addition per litre	
	Excluding carton	Including carton
"13A. Three litre tapped bag (includ- ing carton housing)	122c	127c
13B. Three litre tapped bag (exclud- ing carton housing)	85c	—"

All interested persons are called upon to lodge any objections which they may have against the said amendment, in writing with the Director-General, Department of Agriculture, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

S. W. JOUBERT,

Secretary: Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

No. R. 2079

24 July 1992

LIQUOR PRODUCTS ACT, 1989
(ACT No. 60 OF 1989)

REGULATIONS: AMENDMENT

The Minister of Agriculture has under section 27 of the Liquor products Act, 1989 (Act No. 60 of 1989), made the regulations in the Schedule.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasie" die regulasies gepubliseer by Goewermentskennisgewing No. 1433 van 29 Junie 1990, soos gewysig deur Goewermentskennisgewings Nos. R. 838 van 19 April 1991 en R. 2841 van 29 November 1991.

Wysiging van regulasie 33 van die Regulasies

2. Regulasie 33 van die Regulasies word hierby gewysig deur by paragraaf (b) van subregulasie (2) die volgende voorbehoudsbepaling by te voeg:

"Met dien verstande dat etikette wat voor daardie datum gedruk was en nie die vereiste alkoholinhoud aandui nie, tot 30 Junie 1994 gebruik mag word."

No. R. 2080

24 Julie 1992

WET OP DIERESIEKTES, 1984
(WET No. 35 VAN 1984)

BEESTUBERKULOSESKEMA: WYSIGING

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 10 van die Wet op Diersiektes, 1984 (Wet No. 35 van 1984) —

- (a) publiseer hierby die wysiging in die Bylae uitengesit, van die Beestuberkuloseskema gepubliseer by Goewermentskennisgewing No. R. 1953 van 30 September 1988; en
- (b) verklaar hierby dat genoemde wysiging op 1 Augustus 1992 in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE

Artikel 13 van die Beestuberkuloseskema gepubliseer by Goewermentskennisgewing No. R. 1953 van 30 September 1988 word hierby deur die volgende artikel vervang:

"Beskikking oor besmette beeste"

13. (1) Elke besmette bees, uitgesonderd 'n besmette bees ten opsigte waarvan 'n toestemming in artikel 14 (2) van hierdie Skema verleen is, word, na gelang van die keuse van die betrokke verantwoordelike persoon —

- (a) by 'n abattoir deur die direkteur aangewys, geslag; of
- (b) met die toestemming van die verantwoordelike Staatsveearts en op die voorwaardes deur hom bepaal —
 - (i) by 'n abattoir van die keuse van sodanige verantwoordelike persoon geslag; of
 - (ii) op die grond van sodanige verantwoordelike persoon geslag.

(2) 'n Besmette dier word aldus vir die rekening van die betrokke verantwoordelike persoon geslag, en die opbrengs, indien enige, van die verkoop van die karkas van so 'n bees val sodanige verantwoordelike persoon toe.

(3) 'n Veearts moet 'n vleisinspeksie van die karkas van 'n besmette bees uitvoer wat geslag is soos in subartikel (1) (b) beoog.

SCHEDULE**Definition**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1433 of 29 June 1990, as amended by Government Notices Nos. R. 838 of 19 April 1991 and R. 2841 of 29 November 1991.

Amendment of regulation 33 of the Regulations

2. Regulation 33 of the Regulations is hereby amended by the addition to paragraph (b) of subregulation (2) of the following proviso:

"Provided that labels which were printed before that date and which do not indicate the required alcohol content, may be used until 30 June 1994."

No. R. 2080

24 July 1992

ANIMAL DISEASES ACT, 1984
(ACT No. 35 OF 1984)

BOVINE TUBERCULOSIS SCHEME: AMENDMENT

I, André Isak van Niekerk, Minister of Agriculture, acting under section 10 of the Animal Diseases Act, 1984 (Act No. 35 of 1984), hereby —

- (a) publish the amendment set out in the Schedule, of the Bovine Tuberculosis Scheme published by Government Notice No. R. 1953 of 30 September 1988; and
- (b) declare that the said amendment shall come into operation on 1 August 1992.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE

The following section is hereby substituted for section 13 of the Bovine Tuberculosis Scheme published by Government Notice No. R. 1953 of 30 September 1988:

"Disposal of infected bovines"

13. (1) Each infected bovine, excluding an infected bovine in respect of which a permission referred to in section 14 (2) of this Scheme has been granted shall, at the option of the responsible person concerned —

- (a) be slaughtered at an abattoir designated by the director; or
- (b) with the permission of the responsible State Veterinarian and on such conditions as he may determine —
 - (i) be slaughtered at an abattoir of the choice of such responsible person; or
 - (ii) be slaughtered on the land of such responsible person.

(2) An infected bovine shall be thus slaughtered for the account of the responsible person concerned, and the proceeds, if any, of the sale of the carcase of such bovine shall accrue to such responsible person.

(3) A veterinarian shall carry out a meat inspection of the carcase of an infected bovine slaughtered as contemplated in subsection (1) (b).

(4) Vergoeding ingevolge artikel 19 van die Wet kan op aansoek aan 'n verantwoordelike persoon betaal word wanneer 'n besmette bees geslag word soos in subartikel (1) (a) beoog.

(5) Wanneer 'n besmette bees by 'n abattoir geslag sal word soos in subartikel (1) (a) of (b) (i) beoog, moet die betrokke verantwoordelike persoon sodanige bees op die tyd wat die verantwoordelike Staatsveearts bepaal, by die betrokke abattoir lewer."

No. R. 2119

24 Julie 1992

PLANTVERBETERINGSWET, 1976
(WET No. 53 VAN 1976)

**REGULASIES MET BETREKKING TOT ONDER-
NEMINGS, VARIËTEITE, PLANTE EN VOORT-
PLANTINGSMATERIAAL: WYSIGING**

Die Adjunk-minister van Landbou handelende namens die Minister van Landbou, het kragtens artikel 34 van die Plantverbeteringswet, 1976 (Wet No. 53 van 1976), die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 1064 van 23 Mei 1980, soos gewysig deur die regulasies gepubliseer by Goewermentskennisgewings Nos. R. 1621 van 22 Julie 1983, R. 2173 van 28 September 1984, R. 1287 van 14 Junie 1985 (soos verbeter by Goewermentskennisgewing No. R. 1524 van 12 Julie 1985), R. 1522 van 12 Julie 1985, R. 256 van 14 Februarie 1986, R. 1489 van 11 Julie 1986, R. 1903 van 12 September 1986, R. 1389 van 26 Junie 1987, R. 1700 van 7 Augustus 1987, R. 86 van 22 Januarie 1988, R. 2496 van 9 Desember 1988, R. 1518 van 14 Julie 1989 (soos verbeter deur Goewermentskennisgewing No. R. 1976 van 15 September 1989), R. 2092 van 29 September 1989, R. 76 van 18 Januarie 1991 en R. 1638 van 12 Julie 1991 (soos verbeter deur Goewermentskennisgewing No. R. 1971 van 16 Augustus 1991).

Wysiging van die Inhoudsopgawe van die Regulasies

2. Die inhoudsopgawe van die regulasies word hierby gewysig deur onder die opskrif "BYLAES" die volgende inskrywings te skrap:

- "Bylae A: Aansoek om registrasie as 'n onderneming;
- Bylae B: Aansoek om hernuwing van registrasie as 'n onderneming;
- Bylae C: Aansoek om erkenning van 'n variëteit;
- Bylae E: Verslag van ondersoek by toetslaboratorium vir saad;
- Bylae F: Verslag van ondersoek;
- Bylae M: Aansoek om 'n sertifikaat vir die uitvoer van saad."

(4) Compensation in terms of section 19 of the Act may be paid to a responsible person on application when an infected bovine is slaughtered as contemplated in subsection (1) (a).

(5) When an infected bovine is to be slaughtered at an abattoir as contemplated in subsection (1) (a) or (b) (i), the responsible person concerned shall deliver such bovine at the abattoir concerned, at the time determined by the responsible State Veterinarian."

No. R. 2119

24 July 1992

PLANT IMPROVEMENT ACT, 1976
(ACT No. 53 OF 1976)

**REGULATIONS RELATING TO ESTABLISHMENTS,
VARIETIES, PLANTS AND PROPAGATING
MATERIAL: AMENDMENT**

The Deputy Minister of Agriculture acting on behalf of the Minister of Agriculture, has under section 34 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1064 of 23 May 1980, as amended by the regulations published by Government Notices Nos. R. 1621 of 22 July 1983, R. 2173 of 28 September 1984, R. 1287 of 14 June 1985 (as corrected by Government Notice No. R. 1524 of 12 July 1985), R. 1522 of 12 July 1985, R. 256 of 14 February 1986, R. 1489 of 11 July 1986, R. 1903 of 12 September 1986, R. 1389 of 26 June 1987, R. 1700 of 7 August 1987, R. 86 of 22 January 1988, R. 2496 of 9 December 1988, R. 1518 of 14 July 1989 (as corrected by Government Notice No. R. 1976 of 15 September 1989), R. 2092 of 29 September 1989, R. 76 of 18 January 1991 and R. 1638 of 12 July 1991 (as corrected by Government Notice No. R. 1971 of 16 August 1991).

Amendment of the index of the Regulations

2. The index of the Regulations is hereby amended by deleting the following entries under the heading "Schedules":

- "Schedule A: Application for registration as an establishment;
- Schedule B: Application for the renewal of registration as an establishment;
- Schedule C: Application for recognition of a variety;
- Schedule E: Report of inspection at laboratory for seed;
- Schedule F: Inspection report;
- Schedule M: Application for a certificate for the export of seed."

Vervanging van regulasie 8A in die Regulasies

3. Regulasie 8A van die Regulasies word hiermee deur die volgende regulasie vervang:

"Vereistes vir toetslaboratoriums"

8A. (1) 'n Perseel waarop die besigheid van 'n toetslaboratorium voortgesit word, kan as 'n onderneming geregistreer en die registrasie daarvan hernieu word indien—

- (a) die plek waar monsters van plante en voortplantingsmateriaal op die betrokke perseel opgeberg, getoets, ondersoek of ontleed word—
 - (i) 'n soliede vloer het;
 - (ii) doeltreffende beligting het sodat enige merke, drukwerk of skryfwerk op houe van monsters of op etikette wat aan daardie monsters geheg is, geredelik gelees kan word, en dat waarnemings met betrekking tot die betrokke toetse, ondersoeke of ontledings geredelik gemaak kan word; en
 - (iii) Te alle tye ordelik, sindelik en skoon gehou word; en
- (b) die beskikbare fasiliteite by die betrokke perseel voldoende en doeltreffend is ten einde te verseker dat die toetse, ondersoeke en ontledings in subregulasie (2) bedoel, van monsters van die soorte plante en voortplantingsmateriaal in daardie subregulasie bedoel, behoorlik uitgevoer kan word.

(2) Die toets, ondersoek of ontleding van monsters van plante en voortplantingsmateriaal by 'n toetslaboratorium wat as 'n onderneming geregistreer is—

- (a) is beperk tot monsters van daardie soorte plante en voortplantingsmateriaal, en tot daardie soorte ondersoeke, toetse en ontledings wat in die sertifikaat van registrasie ten opsigte daarvan vermeld word; en
- (b) moet volgens die metode wat die registrateur bepaal, uitgevoer word.

(3) Die registrateur kan vereis dat die eienaar of okkupant van 'n toetslaboratorium wat as 'n onderneming geregistreer is, kontroletoes ooreenkomstig die opdragte wat die registrateur uitreik, met monsters van plante en voortplantingsmateriaal uitvoer.

(4) Die eienaar of okkupant van 'n toetslaboratorium wat as 'n onderneming geregistreer is, moet 'n verslag wat aan die vereistes in regulasie 12A (1) bedoel, voldoen, in verband met die toets, ondersoek of ontleding van elke monster uitreik aan die persoon deur wie daardie monster ingedien is.

(5) Die eienaar of okkupant van 'n toetslaboratorium wat as 'n onderneming geregistreer is, moet 'n hoeveelheid van elke monster wat aldaar getoets, ondersoek of ontleed is wat voldoende is ten einde daardie toets, ondersoek of ontleding te herhaal—

- (a) in die geval van plante, knolle of bolle vir 'n tydperk van minstens drie maande nadat die betrokke toets, ondersoek of ontleding voltooi is, by daardie besigheid bewaar onder toestande waarin die betrokke monster nie deur enige organismes vernietig of aangetas sal word nie; en

Substitution of regulation 8A of the Regulations

3. Regulation 8A of the Regulations is hereby substituted for the following regulation:

"Requirements for test laboratories"

8A. (1) Any premises on which the business of a test laboratory is conducted, may be registered as an establishment and the registration thereof be renewed if—

- (a) the place where samples of plants and propagating material are stored, tested, examined or analysed on the premises concerned—
 - (i) has a solid floor;
 - (ii) has efficient lighting so that any marks, printing or writing on containers of samples or on labels attached to such samples may readily be read, and that observations in connection with the tests, examinations or analyses concerned may readily be made; and
 - (iii) is kept in an orderly, tidy and clean condition at all times; and
- (b) the available facilities and equipment at the premises concerned are adequate and sufficient to ensure that the tests, examinations and analyses referred to in subregulation (2), of samples of the kinds of plants and propagating material referred to in that subregulation can be performed properly.

(2) The testing, examination or analysis of samples of plants and propagating material at a test laboratory which is registered as an establishment shall—

- (a) be restricted to samples of those kinds or plants and propagating material, and to those kinds of examinations, tests and analyses which are specified in the certificate of registration mentioned in respect thereof; and
- (b) be performed in accordance with such methods as the registrar may determine.

(3) The registrar may require the owner or occupier of a test laboratory for plants and propagating material which is registered as an establishment to carry out referee tests with samples of plants and propagating material with such instructions as the registrar may issue.

(4) The owner or occupier of a test laboratory for plants and propagating material which is registered as an establishment shall furnish a report which complies with the requirements referred to in regulation 12A (1), in connection with the testing, examination or analysis of each sample to the person to whom that sample has been submitted.

(5) The owner or occupier of a test laboratory for plants and propagating material which is registered as an establishment shall keep at that establishment a quantity of each sample which was tested, examined or analysed there, and which is sufficient in order to repeat that test, examination or analysis—

- (a) in the case of plants, tubers or bulbs for a period of at least three months after the test, examination or analysis concerned has been completed, and stored under conditions in which the samples concerned will not be destroyed or affected by any organism; and

- (b) in die geval van saad vir 'n tydperk van minstens 12 maande nadat die betrokke toets, ondersoek of ontleding voltooi is, by daardie besigheid bewaar onder toestande waarin die betrokke saad die vermoë om te ontkiem, sal behou."

Vervanging van regulasie 12A van die Regulasies

4. Regulasie 12A van die Regulasies word hiermee deur die volgende regulasie vervang:

"Aantekeninge by toetslaboratoriums

12A. (1) Die eienaar of okkupant van 'n onderneming waar die besigheid van 'n toetslaboratorium voortgesit word, moet ten opsigte van elke monster van plante en voortplantingsmateriaal wat aldaar hanteer word, 'n verslag opstel wat minstens die volgende besonderhede bevat:

- (a) Die datum waarop die betrokke monster ontvang is;
- (b) die soort plant of voortplantingsmateriaal van die betrokke monster soos aangedui deur die persoon deur wie dit ingedien is;
- (c) die naam en adres van die persoon deur wie die betrokke monster vir toets, ondersoek of ontleding ingedien is;
- (d) die verwysingsnommers wat onderskeidelik deur die persoon in paragraaf (c) bedoel, en die eienaar of okkupant van die toetslaboratorium aan die betrokke monster toegeken is;
- (e) die onderskeie datums waarop die toets, ondersoek of ontleding van die betrokke monster 'n aanvang geneem het en voltooi is;
- (f) die uitslag van die toets, ondersoek of ontleding van die betrokke monster, waarin die volgende toepaslike besonderhede aangedui word:
 - (i) in die geval van plante, knolle of bolle—
 - (A) die metode gebruik om die toets, ondersoek of ontleding van die betrokke monster uit te voer;
 - (B) die gedeelte van die plant, knol of bol wat getoets, ondersoek of ontleed is;
 - (C) tipe organisme waarvoor getoets, ondersoek of ontleed is;
 - (D) soort besmetting gevind;
 - (E) enige opmerking wat die persoon wat die toets, ondersoek of ontleding uitgevoer het, in verband met die betrokke resultaat wil maak; en
 - (F) die naam van die persoon wat die toetse uitgevoer het; en
 - (ii) in die geval van saad—
 - (A) die fisiese suiwerheid, uitgedruk as 'n persentasie volgens massa, en aangeteken op die wyse vermeld in Deel E van die vorm in Bylae H uiteengesit;

- (b) in the case of seed for a period of at least 12 months after the test, examination or analysis concerned has been completed, and stored under conditions in which the seed will retain its potential to germinate."

Substitution of regulation 12A of the Regulations

4. Regulation 12A of the Regulations is hereby substituted for the following regulation:

"Records at test laboratories

12A. (1) The owner or occupant of an establishment at which the business of a test laboratory is conducted, shall in respect of each sample of plant and propagating material handled there, compile a report which contains at least the following particulars:

- (a) the date on which the sample concerned was received;
- (b) the kind of plant or propagating material of the sample concerned as indicated by the person by whom it was submitted;
- (c) the name and address of the person by whom the sample concerned was submitted for testing, examination or analysis;
- (d) the reference numbers respectively allocated to the sample concerned by the person referred to in paragraph (c) and the owner or occupier of the establishment concerned;
- (e) the respective dates on which the testing, examination or analysis of the sample has commenced and was completed;
- (f) the result of the testing, examination or analysis of the sample concerned, in which the following applicable particulars shall be indicated:
 - (i) in the case of plants, tubers or bulbs—
 - (A) the method used to carry out the test, examination or analysis on the sample concerned;
 - (B) the part of the plant, tuber or bulb which was tested, examined or analysed;
 - (C) the type of organism tested, examined or analysed for;
 - (D) kind of contamination found;
 - (E) any remarks which the person who has performed the test, examination or analysis concerned, wishes to make in connection with the result concerned; and
 - (F) the name of the person who carried out the tests; and
 - (ii) in the case of seed—
 - (A) the physical purity, expressed as a percentage by mass and recorded in the manner specified in Part E of the form set out in Schedule H;

- (B) die kieming, uitgedruk as 'n persentasie volgens getal en aangeteken op die wyse vermeld in Deel F van die vorm in Bylae H uiteengesit;
- (C) die aantal dae waarin die kieming behaal is;
- (D) voginhoud, uitgedruk as 'n persentasie volgens massa; en
- (E) enige opmerkings wat die persoon wat die toets, ondersoek of ontleding uitgevoer het, in verband met die betrokke resultaat wil maak.

(2) So 'n eienaar of okkupant moet 'n afskrif van elke sodanige verslag hou."

Skrapping van regulasie 49 van die Regulasies

5. Regulasie 49 van die Regulasies word hiermee geskrap.

Wysiging van regulasie 53 van die Regulasies

6. Regulasie 53 van die regulasies word hiermee gewysig deur paragraaf (b) van subregulasie (2) deur die volgende paragraaf te vervang:

"(b) wanneer per hand afgelewer, afgelewer word by die Adjunk-direkteur-generaal, Direkoraat Landbou-administrasie, Dirk Uysgebou, Hamiltonstraat, Pretoria."

Wysiging van regulasie 55 van die Regulasies

7. Regulasie 55 van die Regulasies word hiermee gewysig deur paragraaf (b) van subregulasie (2) deur die volgende paragraaf te vervang:

"(b) wanneer per hand afgelewer, afgelewer word by die Registrateur van Plantverbetering, Direkoraat Plant- en Gehaltebeheer, Dirk Uysgebou, Hamiltonstraat, Pretoria."

Wysiging van regulasie 56 van die Regulasies

8. Regulasie 56 van die Regulasies word hiermee gewysig—

- (a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Die vorms in Bylaes D en K uiteengesit, moet op papier van A4-grootte uiteengesit word soos daarin aangetoon, en moet 'n kantruimte van 30 mm aan die linkerkant hê"; en

- (b) deur subregulasie (3) te skrap.

Wysiging van Tabel 4 van die Regulasies

9. Tabel 4 van die Regulasies word hierby gewysig—

- (a) deur in kolom 2 van vermelde Tabel 4 die uitdrukking "4" teenoor die inskrywing "*Eragrostis curvula* (Schröd) C G Nees" in kolom 1 van hierdie tabel deur die uitdrukking "4 maar nie meer nie as 0,2 aalwurmgalle veroorsaak deur *Anguina* spp" te vervang;
- (b) deur in kolom 3 van vermelde Tabel 4 die uitdrukking "10" teenoor die inskrywing "*Eragrostis curvula* (Schröd) C G Nees" in kolom 1 van daardie tabel deur die uitdrukking "10 maar nie meer nie as 0,2 aalwurmgalle veroorsaak deur *Anguina* spp" te vervang;

(B) the germination, expressed as a percentage by number and recorded in the manner specified in Part F of the form set out in Schedule H.

(C) the number of days in which germination was achieved;

(D) moisture content, expressed as a percentage by mass; and

(E) any remarks which the person who has performed the test, examination or analysis concerned, wishes to make in connection with the result concerned.

(2) Such owner or occupier shall keep a copy of each such report."

Deletion of regulation 49 of the Regulations

5. Regulation 49 of the Regulations is hereby deleted.

Amendment of regulation 53 of the Regulations

6. Regulation 53 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation (2) of the following paragraph:

"(b) when delivered by hand, be delivered to the Deputy Director-General, Directorate of Agricultural Administration, Dirk Uys Building, Hamilton Street, Pretoria."

Amendment of regulation 55 of the Regulations

7. Regulation 55 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation (2) of the following paragraph:

"(b) when delivered by hand, be delivered to The Registrar of Plant Improvement, Directorate of Plant and Quality Control, Dirk Uys Building, Hamilton Street, Pretoria."

Amendment of regulation 56 of the Regulations

8. Regulation 56 of the Regulations is hereby amended—

- (a) by the substitution for subregulation (1) of the following subregulation:

"(1) The forms set out in Schedules D and K shall be set out on A4-size paper as shown therein and shall have a 30 mm margin on the left-hand side."; and

- (b) by deleting subregulation (3).

Amendment of Table 4 of the Regulations

9. Table 4 of the Regulations is hereby amended—

- (a) by the substitution in column 2 of the said Table 4 for the expression "4" opposite the entry "*Eragrostis curvula*" (Schröd) C G Nees" in column 1 of that table of the expression "4 but not more than 0,2 nematode galls caused by *Anguina* spp";
- (b) by the substitution in column 3 of the said Table 4 for the expression "10" opposite the entry "*Eragrostis curvula* (Schröd) C G Nees" in column 1 of that table of the expression "10 but not more than 0,2 nematode galls caused by *Anguina* spp";

(c) deur teenoor die inskrywing "*Vicia sativa* L." in kolom 1, die syfer "0,2" in kolom 4 deur die uitdrukking "0,2 but not more than 0,1 weed seed/0,2 maar nie meer as 0,1 onkruidsaad" te vervang; en

(d) deur teenoor die inskrywing "*Vicia villosa* Roth" in kolom 1, deur syfer "0,2" in kolom 4 deur die uitdrukking "0,4 but not more than 0,1 weed seed/0,4 maar nie meer as 0,1 onkruidsaad" te vervang.

Wysiging van Tabel 8 van die Regulasies

10. Tabel 8 van die Regulasies word hierby gewysig deur:

- (a) item 15 in sy geheel te skrap; en
- (b) na item 14 die volgende item in te voeg:

(c) by the substitution in column 4 for the expression "0,2" opposite the entry "*Vicia sativa* L." in column 1 of the expression "0,2 but not more than 0,1 weed seed/0,2 maar nie meer as 0,1 onkruidsaad"; and

(d) by the substitution in column 4 for the expression "0,2" opposite the entry "*Vicia villosa* Roth" in column 1 of the expression "0,4 but not more than 0,1 weed seed/0,4 maar nie meer as 0,1 onkruidsaad."

Amendment of Table 8 of the Regulations

10. Table 8 of the Regulations is hereby amended by:

- (a) the deletion of item 15 in its entirety; and
- (b) the insertion of the following item after item 14:

Soort plant Kind of plant		Benaming van variëteit Designation of variety	Datum waarop verbod van krag word Date on which prohibition becomes operative
Botaniese naam Botanical name	Gewone naam Common name		
1	2	3	
"14A. <i>Triticosecale</i> Witt.....	Korog, Triticale/Triticale	Clok 1 Clokane	1993-11-30 1993-11-30."

DEPARTEMENT VAN OMGEWINGSKE

No. R. 2069

24 Julie 1992

STRANDWET, 1935
(WET No. 21 VAN 1935)

UITVOERING VAN REGULASIES DEUR DIE YZERFONTEIN PLAASLIKE RAAD

Ek, Louis Alexander Pienaar, Minister van Omgewingsake, verleen hierby kragtens artikel 10 (3) (c) van die Strandwet, 1935 (Wet No. 21 van 1935), die magte en lê die pligte op aan die Yzerfontein Plaaslike Raad met betrekking tot die uitvoering van die strandregulasies afgekondig in *Staatskoerant* No. 7946 van 4 Desember 1981 ten opsigte van die gebied in die Bylae omskryf.

L. A. PIENAAR,

Minister van Omgewingsake.

BYLAE

Die gedeelte van die strand en see aangrensend aan die regsgebied van die Yzerfontein Plaaslike Raad vanaf Rooipan se Klippe in 'n suidelike rigting tot by 'n punt waar die suidelike grens van Uitbreiding 7 van die hoogwatermerk van die Atlantiese Oseaan ontmoet, ook bekend as Die Skeiding.

DEPARTMENT OF ENVIRONMENT AFFAIRS

No. R. 2069

24 July 1992

SEA-SHORE ACT, 1935
(ACT No. 21 OF 1935)

ADMINISTRATION OF REGULATIONS BY THE YZERFONTEIN LOCAL COUNCIL

I, Louis Alexander Pienaar, Minister of Environment Affairs, hereby under section 10 (3) (c) of the Sea-shore Act, 1935 (Act No. 21 of 1935), confer the powers and impose the duties in relation to the administration of the regulations published in *Government Gazette* No. 7946 dated 4 December 1981 to the Yzerfontein Local Council with regard to the area defined in the Schedule.

L. A. PIENAAR,

Minister of Environment Affairs.

SCHEDULE

That portion of the sea-shore and sea adjacent to the area of jurisdiction of the Yzerfontein Local Council from Rooipan se Klippe in 'n southerly direction to a point where the southern boundary of Extension 7 meets the high-water mark of the Atlantic Ocean, also known as Die Skeiding.

No. R. 2070

24 Julie 1992

STRANDWET, 1935
(WET No. 21 VAN 1935)

UITVOERING VAN REGULASIES DEUR DIE
HERHOLDSBAAI PLAASLIKE RAAD

Ek, Louis Alexander Pienaar, Minister van Omgewingsake, verleen hierby kragtens artikel 10 (3) (c) van die Strandwet, 1935 (Wet No. 21 van 1935), die magte en lê die pligte op aan die Herholdsbaai Plaaslike Raad met betrekking tot die uitvoering van die strandregulasies afgekondig in *Staatskoerant* No. 9714 van 26 April 1985 ten opsigte van die gebied in die Bylae omskryf.

L. A. PIENAAR,

Minister van Omgewingsake.

BYLAE

Die gedeelte van die strand aangrensend aan die regsgebied van die Heroldsbaai Plaaslike Raad vanaf 'n punt waar die noordelike grens van perseel 115 die hoogwatermerk van die Indiese Oseaan ontmoet, daarvandaan in 'n suidwestelike rigting langs genoemde hoogwatermerk tot by 'n punt waar die suidelike grens van perseel 90 die hoogwatermerk van die Indiese Oseaan ontmoet.

No. R. 2071

24 Julie 1992

STRANDWET, 1935
(WET No. 21 VAN 1935)

UITVOERING VAN REGULASIES DEUR DIE KEUR-
BOOMSTRAND PLAASLIKE RAAD

Ek, Louis Alexander Pienaar, Minister van Omgewingsake, verleen hierby kragtens artikel 10 (3) (c) van die Strandwet, 1935 (Wet No. 21 van 1935), die magte en lê die pligte op aan die Keurboomstrand Plaaslike Raad met betrekking tot die uitvoering van die strandregulasies afgekondig in *Staatskoerant* No. 9714 van 26 April 1985 ten opsigte van die gebied in die Bylae omskryf.

L. A. PIENAAR,

Minister van Omgewingsake.

BYLAE

Die gedeelte van die strand aangrensend aan die regsgebied van die Keurboomstrand Plaaslike Raad vanaf 'n punt waar die oostelike grens van Gedeelte 3 van die plaas Arch Rock 296 die hoogwatermerk van die Indiese Oseaan ontmoet; daarvandaan in 'n westelike rigting langs genoemde hoogwatermerk tot by 'n punt waar dit die suidwestelike grens van Erf 154 ontmoet.

No. R. 2070

24 July 1992

SEA-SHORE ACT, 1935
(ACT No. 21 OF 1935)

ADMINISTRATION OF REGULATIONS BY THE
HERHOLD'S BAY LOCAL COUNCIL

I, Louis Alexander Pienaar, Minister of Environment Affairs, hereby under section 10 (3) (c) of the Sea-shore Act, 1935 (Act No. 21 of 1935), confer the powers and impose the duties in relation to the administration of the sea-shore regulations published in *Government Gazette* No. 9714 dated 26 April 1985 to the Herhold's Bay Local Council with regard to the area defined in the Schedule.

L. A. PIENAAR,

Minister of Environment Affairs.

SCHEDULE

That portion of the sea-shore adjacent to the area of jurisdiction of the Herhold's Bay Local Council from a point where the northern boundary of Lot 115 meets the high-water mark of the Indian Ocean, thence in a south-westerly direction along the said high-water mark to a point where the southern boundary of Lot 90 meets the high-water mark of the Indian Ocean.

No. R. 2071

24 July 1992

SEA-SHORE ACT, 1935
(ACT No. 21 OF 1935)

ADMINISTRATION OF REGULATIONS BY THE
KEURBOOMSTRAND LOCAL COUNCIL

I, Louis Alexander Pienaar, Minister of Environment Affairs, hereby under section 10 (3) (c) of the Sea-shore Act, 1935 (Act No. 21 of 1935), confer the powers and impose the duties in relation to the administration of the regulations published in *Government Gazette* No. 9714 dated 26 April 1985 to the Keurboomstrand Local Council with regard to the area defined in the Schedule.

L. A. PIENAAR,

Minister of Environment Affairs.

SCHEDULE

That portion of the sea-shore adjacent to the area of jurisdiction of the Keurboomstrand Local Council from a point where the eastern boundary of Portion 3 of the farm Arch Rock 296 meets the high-water mark of the Indian Ocean; thence in a westerly direction along the said high-water mark to the point where it meets the south-western boundary of Erf 154.

BELANGRIK!!

Plasing van tale:

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1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1991 tot 30 September 1992 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

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1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1991 to 30 September 1992, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
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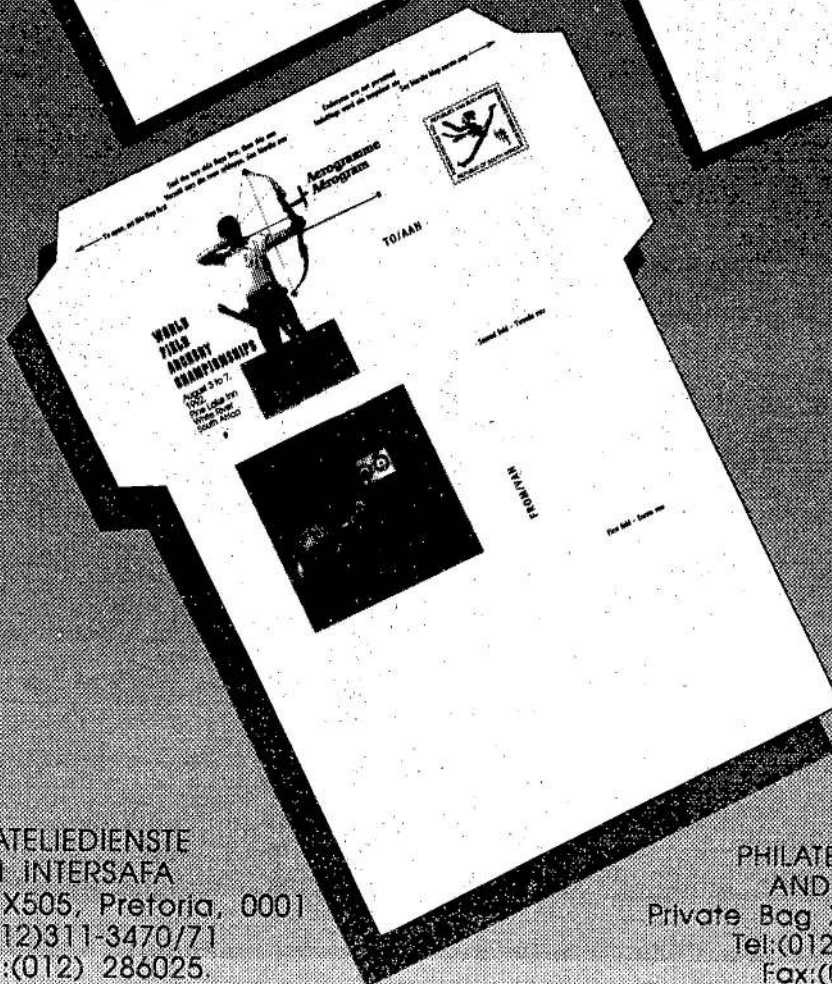
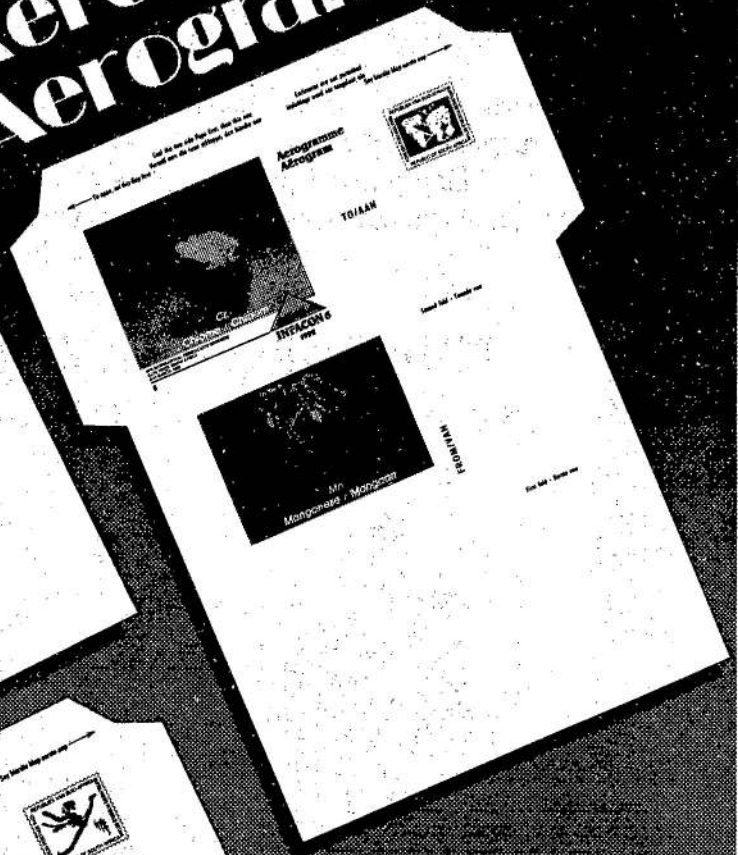
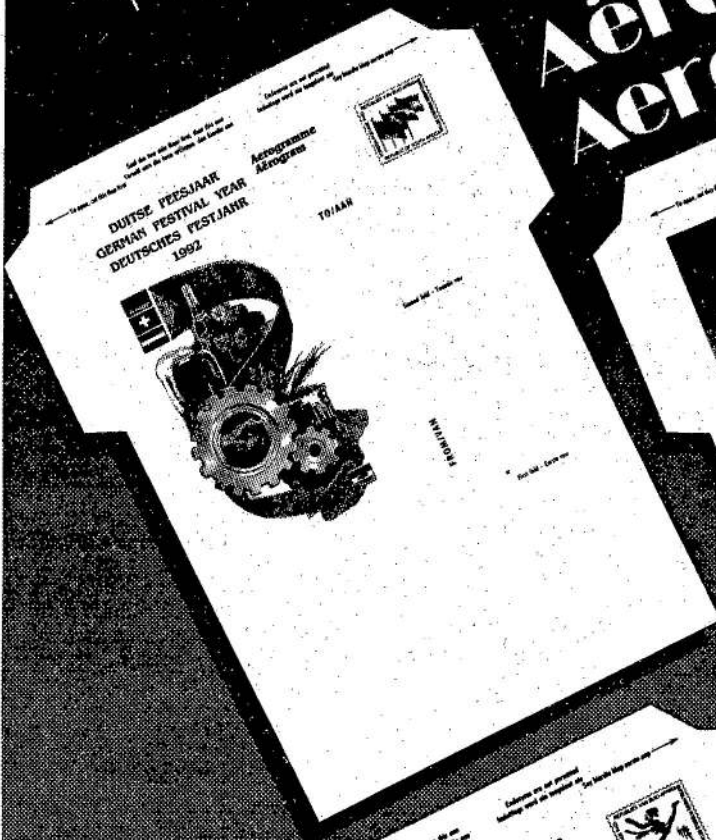
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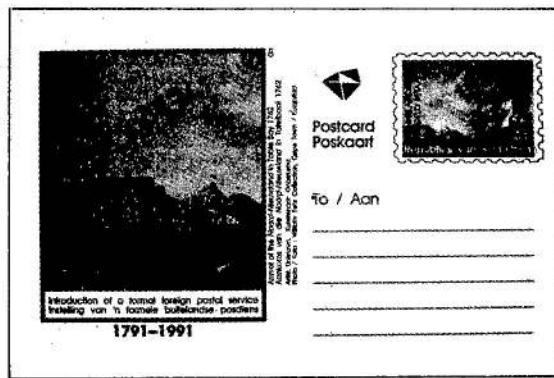
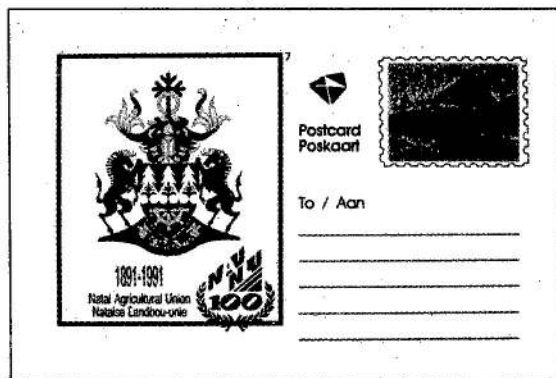
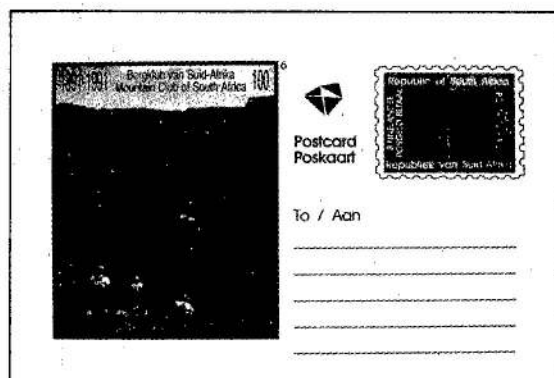
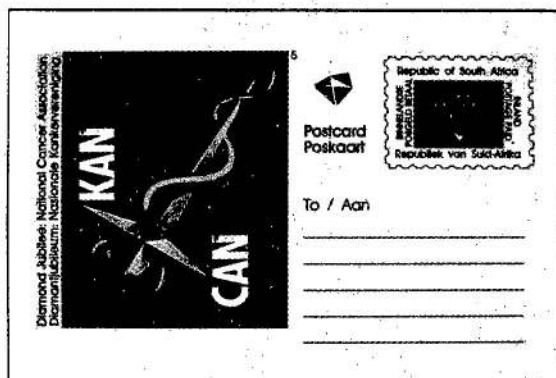
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