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IMPORTANT NOTICE

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
**GOVERNMENT NOTICES, GENERAL NOTICES,
 REGULATION NOTICES AND PROCLAMATIONS**

2011

The closing time is **15:00** sharp on the following days:

- ▶ **9 June**, Thursday, for the issue of Friday **17 June 2011**
- ▶ **4 August**, Thursday, for the issue of Friday **12 August 2011**
- ▶ **8 December**, Thursday, for the issue of Thursday **15 December 2011**
- ▶ **14 December**, Wednesday, for the issue of Friday **23 December 2011**
- ▶ **20 December**, Tuesday, for the issue of Friday **30 December 2011**
- ▶ **28 December**, Wednesday, for the issue of Friday **6 January 2012**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
**GOEWERMENTS-, ALGEMENE- & REGULASIE-
 KENNISGEWINGS ASOOK PROKLAMASIES**

2011

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ▶ **9 Junie**, Donderdag, vir die uitgawe van Vrydag **17 Junie 2011**
- ▶ **4 Augustus**, Donderdag, vir die uitgawe van Vrydag **12 Augustus 2011**
- ▶ **8 Desember**, Donderdag, vir die uitgawe van Donderdag **15 Desember 2011**
- ▶ **14 Desember**, Woensdag, vir die uitgawe van Vrydag **23 Desember 2011**
- ▶ **20 Desember**, Dinsdag, vir die uitgawe van Vrydag **30 Desember 2011**
- ▶ **28 Desember**, Woensdag, vir die uitgawe van Vrydag **6 Januarie 2012**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 430

20 May 2011

LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Hairdressing and Cosmetology Services Bargaining Council, (Semi-National)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **31 May 2011** and for the period ending 31 December 2011.

**MN OLIPHANT
MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 430

USUKU: 20 May 2011

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING****COUNCIL (SEMI-NATIONAL):****UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI SABAQASHI
NABASEBENZI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA
INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kuSheduli yesiNgisi exhanywe lapha, esenziwa **Hairdressing and Cosmetology Services Bargaining Council (Semi-National)**, futhi ngokwesigaba 31 somthetho wobudlelwano kwezabasebenzi ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela mhlaka 31 uMbasa 2011 kuze kube mhlaka 31 kuZibandlela 2011.

**MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

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

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

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

and

**Afro Hairdressing and Beauty Employers Association of Southern Africa
(AHBEASA)**

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

and the

UASA – THE UNION

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

being the parties to the

**Hairdressing and Cosmetology Services Bargaining Council
(Semi-National)**

(hereinafter referred to as "the council" or "HCSBC")

in the:

Hairdressing and Cosmetology Services Industry
(hereinafter referred to as "the Industry")

to regulate the terms and conditions of employment in the Industry, to amend the Main Collective Agreement as published under Government Notices No.R.1282 of 29 October 2004 as amended, extended and re-enacted under Government Notices Nos. R.241 of 24 March 2005, R.817 of 11 August 2006, R.1220 of 8 December 2006, R.1127 of 30 November 2007, R.656 of 12 June 2009 and R.1240 of 31 December 2010.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Industry :-

- 1.1.1 by all employers who are members of the employers' organisations and by all employees who are members of the trade union;
- 1.1.2 in the following areas:
 - 1.1.2.1 "area 1" which means the Province of Gauteng (excluding the Magisterial Districts of Pretoria, Wonderboom & Cullinan);
 - 1.1.2.2 "area 2" which means the Magisterial Districts of Klerksdorp and Potchefstroom;
 - 1.1.2.3 "area 3" which means the Magisterial Districts of East London and Port Alfred;
 - 1.1.2.4 "area 4" which means the Magisterial Districts of Port Elizabeth and Uitenhage and Humansdorp; and
 - 1.1.2.5 "area 5" which means the Province of the Free State and the Magisterial District of Kimberley.
- 1.2 The terms of this Agreement shall apply to all employers and employees in the Industry other than those referred to in clause 1.1.1 and to all legal owners of establishments in the Industry in the Magisterial Districts referred to in clause 1.1.2 from the date fixed by the Minister of Labour in terms of section 32(2) of the Labour Relations Act, No. 66 of 1995.
- 1.3 The parties hereby agree that clauses 1.1.1 and 2 of this Agreement shall not apply to non-parties.

2. PERIOD OF OPERATION OF AGREEMENT

- 2.1 This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2011.

3 CLAUSE 12 - PAYMENT OF REMUNERATION OR BASIC SALARY OR WAGES AND AUTHORISED DEDUCTIONS

- 3.1 Insert a new sub-clause 12.22 after the existing sub-clause 12.21.

"12.22 An employee employed as a part time learner shall be remunerated at the daily rate of the prescribed remuneration rate for a first entry level".

- 3.2 Substitute the following new/revised Remuneration/Wage Schedule for all areas (Areas 1 up to and including Area 5) with the following Remuneration/Wage Schedule:



UASA (The Union)

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

Afro Hairdressing and Beauty Employer's Organisation of Southern Africa (AHBEASA)

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)			
Remuneration /Basic Salary / Wages Payable in Area 1 which means the Magesterial Districts of Gauteng (Excluding Alberton)			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 4,385	R 4,604	R 4,824
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 1,425	R 1,496	R 1,568
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 4,091	N/A	N/A
Thereafter	R 5,838	R 6,130	R 6,422
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 3,336	R 3,503	R 3,670
With informal qualification	R 2,316	R 2,432	R 2,548
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,700	R 1,785	R 1,870
LEARNER MODULES			
Module 0	R 1,812	N/A	
Module 1	R 1,873		
Module 2	R 1,975		
Module 3	R 2,071		
Module 4	R 2,174		
Module 5	R 2,276		
Module 6	R 2,377		
LEARNER UNIT STANDARDS			
Entry Level	R 1,632	N/A	
Core Unit Standards Level 2	R 1,885		
Core Unit Standards Level 3	R 2,127		
Core Unit Standards Level 4	R 2,327		
			PTO

GAUTENG

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURITS & / OR BEAUTY CULTURIST			
First three months of experience	R 1,638	N/A	
Second three months of experience	R 1,892		
Third three months of experience	R 2,396		
Thereafter	R 4,223	R 4,434	R 4,645
RECEPTIONIST	R 4,073	R 4,277	R 4,480
OPERATOR			
First Year Operator	R 2,450	N/A	
Operator	R 3,718	R 3,904	R 4,090
Multi-Skilled Operator	R 4,114	R 4,320	R 4,525
GENERAL ASSISTANT			
	R 2,304	R 2,419	R 2,534
CASUAL EMPLOYEE			
(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
PART TIME EMPLOYEE			
(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
NOTE : COMMISSION EARNERS			
Qualified Hairdressers / Stylists			
EMPLOYEES EMPLOYED FROM 2010:			
Minimum of 30% commission			
EMPLOYEES EMPLOYED BEFORE 2010:			
Minimum of 40% Commission			
NO STOCK DEDUCTION			
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION			
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.			

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

**Remuneration / Basic Salary / Wage Schedule
(Clause 12.1)**

Remuneration /Basic Salary / Wages Payable in Area 1
which means
Alberton

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 3,777	R 3,965	R 4,154
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 889	R 934	R 978
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 2,688	N/A	N/A
Thereafter	R 3,587	R 3,766	R 3,945
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,538	R 2,665	R 2,792
With informal qualification	R 1,608	R 1,689	R 1,769
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,043	R 1,095	R 1,147
LEARNER MODULES			
Module 0	R 1,672	N/A	
Module 1	R 1,728		
Module 2	R 1,821		
Module 3	R 1,911		
Module 4	R 2,007		
Module 5	R 2,100		
Module 6	R 2,192		
LEARNER UNIT STANDARDS			
Entry Level	R 1,474	N/A	
Core Unit Standards Level 2	R 1,742		
Core Unit Standards Level 3	R 1,957		
Core Unit Standards Level 4	R 2,147		
PTO			

ALBERTON

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURITS & / OR BEAUTY CULTURIST			
First three months of experience	R 994	N/A	
Second three months of experience	R 1,158		
Third three months of experience	R 1,445		
Thereafter	R 2,563	R 2,691	R 2,820
RECEPTIONIST	R 2,566	R 2,694	R 2,823
OPERATOR			
First Year Operator	R 1,266	N/A	
Operator	R 2,502	R 2,627	R 2,752
Multi-Skilled Operator	R 2,843	R 2,985	R 3,127
GENERAL ASSISTANT			
	R 1,332	R 1,399	R 1,466
CASUAL EMPLOYEE	(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
PART TIME EMPLOYEE	(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
NOTE : COMMISSION EARNERS	Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION		
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.		

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule Clause 12.1			
Remuneration /Basic Salary / Wages Payable in Area 2 which means the Magisterial Districts of Klerksdorp, Potchefstroom, Vereeniging & Vanderbijlpark			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 3,551	R 3,729	R 3,906
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 726	R 762	R 799
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 3,044	N/A	N/A
Thereafter	R 4,058	R 4,260	R 4,464
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,720	R 2,856	R 2,992
With informal qualification	R 1,406	R 1,476	R 1,547
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 961	R 1,009	R 1,058
LEARNER MODULES			
Module 0	R 1,525	N/A	
Module 1	R 1,598		
Module 2	R 1,703		
Module 3	R 1,813		
Module 4	R 1,918		
Module 5	R 2,025		
Module 6	R 2,132		
LEARNER UNIT STANDARDS			
Entry Level	R 1,291	N/A	
Core Unit Standards Level 2	R 1,491		
Core Unit Standards Level 3	R 1,727		
Core Unit Standards Level 4	R 1,931		
			PTO

KLERKSDORP, POTCHEFSTROOM, VEREENIGING & VANDERBIJLPARK

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURITS & / OR BEAUTY CULTURIST			
First three months of experience	R 1,125	N/A	
Second three months of experience	R 1,310		
Third three months of experience	R 1,635		
Thereafter	R 2,899	R 3,044	R 3,190
RECEPTIONIST	R 2,873	R 3,017	R 3,160
OPERATOR			
First Year Operator	R 1,960	N/A	
Operator	R 2,716	R 2,852	R 2,987
Multi-Skilled Operator	R 3,215	R 3,376	R 3,536
GENERAL ASSISTANT			
	R 1,476	R 1,550	R 1,623
CASUAL EMPLOYEE	(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
PART TIME EMPLOYEE	(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
NOTE : COMMISSION EARNERS	Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION		
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.		

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)			
Remuneration /Basic Salary / Wages Payable in Area 3 which means the Magisterial District of East London & Port Alfred			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 2,875	R 3,019	R 3,163
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 4,285	R 4,499	R 4,713
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 3,514	N/A	N/A
Thereafter	R 4,221	R 4,432	R 4,643
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,642	R 2,774	R 2,906
With informal qualification	R 1,652	R 1,735	R 1,817
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,077	R 1,131	R 1,185
LEARNER MODULES			
Module 0	R 1,754	N/A	
Module 1	R 1,832		
Module 2	R 1,953		
Module 3	R 2,075		
Module 4	R 2,184		
Module 5	R 2,322		
Module 6	R 2,445		
LEARNER UNIT STANDARDS			
Entry Level	R 1,616	N/A	
Core Unit Standards Level 2	R 1,847		
Core Unit Standards Level 3	R 2,074		
Core Unit Standards Level 4	R 2,252		
			P T O

EAST LONDON & PORT ALFRED

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURITS & / OR BEAUTY CULTURIST			
First year of experience	R 2,499	N/A	
Thereafter	R 3,085	R 3,239	R 3,394
RECEPTIONIST			
First year of experience	R 3,176	N/A	
Thereafter	R 3,789	R 3,978	R 4,169
OPERATOR			
First Year Operator	R 1,699	N/A	
Operator	R 2,084	R 2,188	R 2,293
Multi-Skilled Operator	R 2,547	R 2,674	R 2,802
GENERAL ASSISTANT			
	R 1,866	R 1,959	R 2,053
CASUAL EMPLOYEE			
(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
PART TIME EMPLOYEE			
(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
NOTE : COMMISSION EARNERS			
EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission			
EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission			
NO STOCK DEDUCTION			
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION			
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.			

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule			
(Clause 12.1)			
Remuneration /Basic Salary / Wages Payable in Area 4 which means the Magisterial Districts of Port Elizabeth, Uitenhage & Humansdorp			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 3,618	R 3,799	R 3,980
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 4,392	R 4,612	R 4,831
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 3,411	N/A	N/A
Thereafter	R 3,873	R 4,067	R 4,261
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,694	R 2,829	R 2,963
With informal qualification	R 1,685	R 1,769	R 1,854
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,098	R 1,153	R 1,208
LEARNER MODULES			
Module 0	R 1,773	N/A	
Module 1	R 1,865		
Module 2	R 1,953		
Module 3	R 2,045		
Module 4	R 2,137		
Module 5	R 2,228		
Module 6	R 2,321		
LEARNER UNIT STANDARDS			
Entry Level	R 1,616	N/A	
Core Unit Standards Level 2	R 1,865		
Core Unit Standards Level 3	R 2,093		
Core Unit Standards level 4	R 2,274		
			PTO

PORT ELIZABETH, UITENHAGE & HUMANSDORP

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURISTS & / OR BEAUTY CULTURIST			
First year of experience	R 2,554	N/A	
Thereafter	R 3,318	R 3,484	R 3,650
RECEPTIONIST			
First year of experience	R 2,895	N/A	
Thereafter	R 3,505	R 3,680	R 3,856
OPERATOR			
First Year Operator	R 1,820	N/A	
Operator	R 2,314	R 2,430	R 2,545
Multi-Skilled Operator	R 2,674	R 2,808	R 2,942
GENERAL ASSISTANT			
	R 1,983	R 2,082	R 2,182
CASUAL EMPLOYEE			
(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
PART TIME EMPLOYEE			
(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
NOTE : COMMISSION EARNERS			
Qualified Hairdressers / Stylists			
EMPLOYEES EMPLOYED FROM 2010:			
Minimum of 30% commission			
EMPLOYEES EMPLOYED BEFORE 2010:			
Minimum of 40% Commission			
NO STOCK DEDUCTION			
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION			
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.			

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)			
Remuneration /Basic Salary / Wages Payable in Area 5 which means FREE STATE			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 2,952	R 3,099	R 3,248
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 863	R 906	R 949
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 2,024	N/A	N/A
Thereafter	R 2,392	R 2,512	R 2,632
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,105	R 2,210	R 2,316
With informal qualification	R 1,405	R 1,474	R 1,545
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 859	R 902	R 944
LEARNER MODULES			
Module 0	R 1,218	N/A	
Module 1	R 1,267		
Module 2	R 1,354		
Module 3	R 1,437		
Module 4	R 1,523		
Module 5	R 1,605		
Module 6	R 1,694		
LEARNER UNIT STANDARDS			
Entry Level	R 1,166	N/A	
Core Unit Standards Level 2	R 1,278		
Core Unit Standards Level 3	R 1,500		
Core Unit Standards Level 4	R 1,662		
			PTO

FREE STATE

EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURISTS & / OR BEAUTY CULTURIST			
First three months of experience	R 972	N/A	
Second three months of experience	R 1,131		
Third three months of experience	R 1,412		
Thereafter	R 2,102	R 2,207	R 2,312
RECEPTIONIST	R 2,118	R 2,224	R 2,330
OPERATOR			
First Year Operator	R 1,236	N/A	
Operator	R 1,707	R 1,792	R 1,877
Multi-Skilled Operator	R 2,110	R 2,216	R 2,321
GENERAL ASSISTANT			
	R 1,011	R 1,062	R 1,112
CASUAL EMPLOYEE	(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
PART TIME EMPLOYEE	(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment		
NOTE : COMMISSION EARNERS	Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 35% Commission NO STOCK DEDUCTION		
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.		

**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(seminational)**

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)			
Remuneration /Basic Salary / Wages Payable in Area 5 which means Kimberley			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 2,952	R 3,099	R 3,248
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 863	R 906	R 949
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 2,024	N/A	N/A
Thereafter	R 2,392	R 2,512	R 2,632
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,105	R 2,210	R 2,316
With informal qualification	R 1,405	R 1,475	R 1,545
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 859	R 902	R 944
LEARNER MODULES			
Module 0	R 1,218	N/A	
Module 1	R 1,267		
Module 2	R 1,354		
Module 3	R 1,437		
Module 4	R 1,523		
Module 5	R 1,605		
Module 6	R 1,694		
LEARNER UNIT STANDARDS			
Entry Level	R 1,166	N/A	
Core Unit Standards Level 2	R 1,280		
Core Unit Standards Level 3	R 1,506		
Core Unit Standards Level 4	R 1,662		
			PTO

KIMBERLEY			
EMPLOYEE CATEGORY	Basic Salary per month until 31/12/2011	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANICURITS & / OR BEAUTY CULTURIST			
First three months of experience	R 972	N/A	
Second three months of experience	R 1,131		
Third three months of experience	R 1,412		
Thereafter	R 2,102	R 2,207	R 2,312
RECEPTIONIST			
	R 2,118	R 2,224	R 2,330
OPERATOR			
First Year Operator	R 1,236	N/A	
Operator	R 1,665	R 1,749	R 1,832
Multi-Skilled Operator	R 2,061	R 2,163	R 2,266
GENERAL ASSISTANT			
	R 982	R 1,030	R 1,080
CASUAL EMPLOYEE			
(An employee who substitutes for any permanent employee who is sick or on leave) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
PART TIME EMPLOYEE			
(An employee who works 1 or 2 or 3 days per week) Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment			
NOTE : COMMISSION EARNERS			
Qualified Hairdressers / Stylists			
EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission			
EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 35% Commission			
NO STOCK DEDUCTION			
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION			
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.			

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING
INDUSTRY (CAPE): EXTENSION TO NON-PARTIES OF THE MAIN
COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from30 May 2011..... and for the period ending 31 October 2012.

**MN OLIPHANT
MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 431

USUKU: 20 May 2011

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YAMALONDOLO, UKUHLANZA NOKUDAYWA KWEZIMPAHLA (EKAPA): UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yamalondolo, uKuhlanza Nokudaywa Kwezimpahla (eKapa), futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka-.....30 kuNhlaba 2011..... kuze kube ngu 31 kuMfumfu 2012.

**MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE)****MAIN COLLECTIVE AGREEMENT**

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

and between the

CAPE TOWN AND DISTRICT LAUNDRY, CLEANERS' AND DYERS' ASSOCIATION

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

and the

LAUNDRY AND ALLIED WORKERS' UNION OF SOUTH AFRICA

(herein referred to as the "employees" or the "trade union"), of the other part, being parties to the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape), to amend the Agreement published under Government Notice R.936 of 6 August 1999 as extended, and amended by Government Notices Nos R. 260 of 24 March 2000, R. 781 of 11 August 2000, R.1210 of 1 December 2000, R. 297 of 6 April 2001, R. 20 of 11 January 2002, R.162 of 15 February 2002, R.926 and R. 927 of 27 June 2003, R1013 of 3 September 2004, R.1143 and R1153 of 8 October 2004, R.626 and R. 627 of 1 July 2005, R.322 of 28 March 2008, R.530 of 16 May 2008, R.934 of 22 October 2010 and R. 326 of 15 April 2011

1. SCOPE OF APPLICATION OF AGREEMENT

1. The terms of this Agreement shall be observed in the -
 - (a) Laundry, Cleaning and Dyeing Industry (Cape) in which employers and

employees are associated for the purpose of laundering, cleaning, or dyeing all types of woven, spun, knitted, or crocheted fabrics; or articles made from such fabrics, including upholstery of upholstered articles, and includes all operations, incidental thereto or consequent thereon, if carried out by such employers and their employees.

- (b) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and who are employed in the said Industry;
- (c) in the Magisterial Districts of The Cape, Bellville, Goodwood, Kuils River, Simonstown, Paarl, Somerset West, Strand, Wynberg, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which portion, prior to publication of Government Notice No.1710 of 8 February 1957, fell within the Magisterial District of Bellville.

2. Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of those employees for whom remuneration is stipulated in this Agreement.
3. Clauses 1(1)(b) and 2, of this Agreement shall not apply to employers and employees who are not members of the employer's organisation and trade union, respectively.

2. PERIOD OF OPERATION

This Agreement shall come into operation in respect of the parties on 1 November 2010, and in respect of the non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force until 31 October 2012.

3. CLAUSE 4: REMUNERATION

(1) Substitute the current clause 4 with the following.

“(i) The actual wages of staff categories employed by the Dry Cleaning Section of the council will be increased by R0.646 per hour as from the period of operation of this

Agreement. The amount represents 5% increased on the current hourly rate of R12.92 for a grade 1 qualified employee .

(ii) The actual wages of staff categories covered by the agreement, excluding the Dry Cleaning Section mentioned in Clause 4.1 will be increased by R0.904 per hour as from the period of operation of this Agreement. The amount represents 7% increase on the current hourly rate of R12.92 for a grade 1 qualified employee.”

	Dry Cleaning	Laundry
(a) Artisan	1450.07	1461.68
Artisan's assistant, Unqualified		593.49
Artisan's assistant, Qualified		653.95
Boiler Attendant		684.69
Canvasser		819.90
Chargehand R10 per week more than the highest wage stipulated in this Agreement for and employee under his supervision.		
Checker in the dry cleaning section, Unqualified	599.28	610.89
Checker in the dry cleaning section, Qualified	621.87	633.48
Clerk, Unqualified	812.57	824.18
Clerk, Qualified	887.11	898.72
Coin Operated Machine Operator, Unqualified		642.65
Coin Operated Machine Operator, Qualified		697.11
Depot Assistant, Unqualified	631.04	642.65
Depot Assistant, Qualified	686.91	698.52
Despatcher / Ironer, Qualified	622.51	634.12
Driver of a motor vehicle, the unladen mass of which: -		
(i) does not exceed 501 kg	739.11	750.72
(ii) exceed 501 kg but not 2724 kg	808.23	819.84
(iii) exceed 2724 kg	851.48	863.09
Dyer, 1 st year	692.19	703.80
Dyer, 2 nd year	872.81	884.42
Dyer, 3 rd year	943.93	955.54

Dyer, Qualified	1448.81	1460.42
Factory Invoice Clerk, Unqualified	615.26	626.87
Factory Invoice Clerk, Qualified	679.79	691.40
Foreman		1295.39
Grade 1 Employee, Unqualified	551.26	562.87
Grade 1 Employee, Qualified	610.38	621.99
Handyman		899.26
Machine Operator, Unqualified	631.04	642.65
Machine Operator, Qualified	685.50	697.11
Perchlor Machine Operator, Unqualified	634.23	645.84
Perchlor Machine Operator, Qualified	708.71	720.32
Presser: Dry Cleaning, Unqualified	635.29	646.90
Presser: Dry Cleaning, Qualified	689.90	701.51
Tea Person	588.37	599.98
Security Guard		701.22
Sewer, Unqualified	631.04	642.65
Sewer, Qualified	690.74	702.35
Vanguard of a motor vehicle, the unladen mass of which: -		
(i) does not exceed 501 kg	623.93	635.54
(ii) exceeds 501 kg	708.60	720.21

(b)(i) The minimum weekly wages will be increased by the consumer price index excluding interest on mortgage bonds (CPI), which will be the August statistics published on approximately 27 September 2011 by Statistics SA for the Metropolitan and Urban Areas, from 01 November 2011 to 31 October 2012.”

4. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME, PAYMENT OF OVERTIME, PUBLIC HOLIDAYS AND SUNDAYS

(1) Substitute the current clause 6(9)(b) with the following.

“For staff who regularly work shifts on Sunday, the overtime wage rate will be 1½(one and a half times) the normal rate, if the employee has worked for more than

45 hours per week. This clause will not apply to staff who do not normally work shift on Sunday, whose overtime wage rate will continue to be double time, irrespective of the number of hours worked during the week.”

5. CLAUSE 11: PROVIDENT FUND

(1) Substitute subclause 11 with the following:-

“The Provident Fund (hereinafter referred to as the “Fund”), originally established on 5 September 1980, which have been registered on 5 November 2002 with registration number 37135/R in terms of section 4(7) of Pension Fund Act 1956 is hereby continued. It is a condition of employment in the industry to deduct and contribute to the Fund from the first day after the completion of 6 months probationary period and a further 6 months employment.”

6. CLAUSE 12: TERMINATION OF CONTRACT OF EMPLOYMENT

Substitute sub-clause 12(6) with the following:-

The probationary period for new employees as from 1 November 2010 will be six(6) months. During this period there will be no deductions for sick-fund and bargaining council levies.

Agreement signed on this 19TH day of November 2010.

D. YOUENS

Chairperson of the Bargaining Council for the Laundry Cleaning and Dyeing Industry (Cape)

JC DANIELS

Secretary of the Laundry and Allied Workers' Union of SA

D BUISE

Secretary of the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape)

No. R. 432

20 May 2011

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight and Logistics Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from20 May 2011..... and for the period ending 28 February 2013.

MN OLIPHANT**MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 432

20 May 2011

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI SABAQASHI NABASEBENZI KULABO ABANGEYONA INGXYENYE YASO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kuSheduli yesiNgisi exhunywe lapha, esenziwa ku National Bargaining Council for the Road Freight and Logistics Industry, ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka.20 kuNhlaba 2011.....kuzube kube ngu 28 kuNhlolanja 2013.

MN OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY: EXTENSION OF PERIOD OF OPERATION OF
THE MAIN COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 493 and R. 494 of 30 April 2004, R. 641 of 28 May 2004, R. 769 of 25 June 2004, R. 173 of 25 February 2005, R. 496 and R. 497 of 27 May 2005, R. 719 of 22 July 2005, R. 467 of 19 May 2006, R.715 of 28 July 2006, R. 154 of 23 February 2007, R. 559 and R. 560 of 6 July 2007, R. 869 of 21 September 2007, R. 151 of 20 February 2009, R. 584 and R. 585 of 22 May 2009, R. 817 of 7 August 2009, R. 476 of 4 June 2010 and R. 99 of 18 February 2011 by a further period ending 28 February 2013.

MN OLIPHANT**MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 433

USUKU: 20 May 2011

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI**

Mina, MILDRED NELISIWE OLIPHANT, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi izihlinzeko zeZaziso zikaHulumeni ezingunombolo R.493 no R. 494 somhlaka 30 kuMbaso 2004, R. 641 somhlaka 28 kuNhlaba 2004, R.769 somhlaka 25 kuNhlanguvana 2004, R.173 somhlaka 25 kuNhlolanja 2005, R.496 no R.497 somhlaka 27 kuNhlaba 2005, R. 719 somhlaka 22 kuNtulikazi 2005, R. 467 somhlaka 19 kuNhlaba 2006, R. 715 somhlaka 28 kuNtulikazi 2006, R.154 somhlaka 23 ku Nhlolanja 2007, R.559 no R.560 somhlaka 6 kuNtulikazi 2007, R.869 somhlaka 21 kuMandulo 2007, R.151 somhlaka 20 kuNhlolanja 2009, R. 584 no R. 585 somhlaka 22 kuNhlaba 2009, R. 817 somhlaka 07 kuNcwaba 2009, R. 476 somhlaka 4 kuNhlanguvana 2010 kanye no R. 99 somhlakaka 18 Nhlolanja 2011, ziyasebenza kusukela osukwini lokushicilelwa kawalesisaziso kuze kube mhlaka 28 kuNhlolanja 2013.

MN OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE

**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY**

AMENDMENT OF THE MAIN COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), on the

one part, and the

Motor Transport Workers' Union (South Africa)

Professional Transport and Allied Workers' Union of South Africa

South African Transport and Allied Workers' Union

and

Transport and Allied Workers' Union of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), on the other part, being the parties to the National Bargaining Council for the Road Freight and Logistics Industry to amend the Agreement published under Government Notices R.493 and R.494 of 30 April 2004 as extended, amended and renewed by Government Notices R. 641 of 28 May 2004, R.769 of 25 June 2004, R.173 of 25 February 2005, R.496 and R. 497 of 27 May 2005, R.719 of 22 July 2005, R.467 of 19 May 2006, R.715 of 28 July 2006, R.154 of 23 February 2007, R.559 and R.560 of 6 July 2007, R.869 of 21 September 2007, R.151 of 20 February 2009, R.584 and R.585 of 22 May 2009, R.817 of 7 August 2009, R.476 of 4 June 2010 and R.99 of 18 February 2011.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight and Logistics Industry:-

- (a) by all the employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) In the A Area, which consists of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R.1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of

Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and

- (c) In the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (b) except where otherwise indicated.
- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:
- (a) employees for whom minimum wages are prescribed herein and to the employers of such employees; and
 - (b) other categories of employees, for whom minimum wages are not prescribed but qualify for the across the board increases as per clause 7. Trade union subscriptions prescribed in clause 31 and expenses of the Council prescribed in clause 32 shall be applicable to employees referred to in this sub-clause.
 - (c) employees for whom minimum wages are not prescribed and do not qualify for the across the board increases as per clause 7 insofar as trade union subscriptions prescribed in clause 31 are concerned.

- (3) Notwithstanding the provisions of sub-clause (2), this Agreement shall not apply to an owner-driver, as defined, who possesses only one motor vehicle and who is the permanent driver of such vehicle, or to the employees employed by him, except insofar as clauses 3 and 5(4) are applicable.
- (4) The provisions of clauses 1(1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

1A. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2013.

2. CLAUSE 7: WAGES

- (1) Substitute the following sub-clause 7(1):
- “(1) For the period until 29 February 2012, the minimum rate at which wages in respect of ordinary hours shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:
- (a) Weekly Wages:
- General Freight and Logistics, Sugar Cane Sector, In-Field Operations and Furniture Removal:

1 Category Code	2 Class	3 Grade	4 Patter- son Grade	5 New Minimum Wage per week	6 Across the board Increase
1 42 3 27	General worker..... General worker, repair shop..... Packer/loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R747.76	9%
5 6 2 22 24 46	Motorcycle/motor tricycle driver..... Light motor vehicle driver..... Checker, grade I..... Loader operator, grade II..... Mobile hoist operator, grade II..... Packer/loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R845.24	9%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid) Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2	R1041.77	9%
50	Vehicle Guard.....	3.	B2	R1646.70	9%
10 11 12 13 18	Heavy motor vehicle driver (articulated)..... Heavy motor vehicle driver (rigid)..... Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver (rigid)..... Dispatch clerk.....	4.	B3 B3 B3 B3 B3	R1193.90	9% (subject to clause 1(2) below)
14 45 49	Ultra-heavy motor vehicle driver..... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1384.73	9% (subject to clause 1(2) below)
51	Custodian.....	5.	B4	R1921.15	9%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1372.25 R1646.70 R1646.70	9%

(2) In respect of grades 4 and 5 employees who received up to 3% increase as a result of minimum wages as of 28 February 2011, an offset to the maximum of 2% on the ATB shall apply.

(3) Substitute the following for sub-clause 7(1)(b):

“(b) Across the board increase:

Employees who were in the employ of an employer prior to the publication of these amendments shall be awarded a wage increase

of 9% on actual wage.”

(4) Substitute the following for sub-clause 7(1)(c):

“(c) For the period 1 March 2012 to 28 February 2013 the minimum weekly rate of which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:

1 Cate- gory Code	2 Class	3 Grade	4 Patter- son Grade	5 New Minimum Wage per week	6 Across the board Increase
1 42 3 27	General worker..... General worker, repair shop..... Packer/loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R807.58	8.5%
5 6 2 22 24 46	Motorcycle/motor tricycle driver..... Light motor vehicle driver..... Checker, grade I..... Loader operator, grade II..... Mobile hoist operator, grade II..... Packer/loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R912.86	8.5%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid) Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2	R1125.11	8.5%
50	Vehicle Guard.....	3.	B2	R1786.67	8.5%
10 11 12 13 18	Heavy motor vehicle driver (articulated)..... Heavy motor vehicle driver (rigid)..... Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver (rigid)..... Dispatch clerk.....	4.	B3 B3 B3 B3 B3	R1289.41	8.5%
14 45 49	Ultra-heavy motor vehicle driver..... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1495.50	8.5%
51	Custodian.....	5.	B4	R2084.15	8.5%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1488.99 R1786.67 R1786.67	8.5%

- (5) Substitute the following for sub-clause 7(1)(d):

“(d) Across the board increase for employees in other categories.

For the period ending 29 February 2012 and 28 February 2013 respectively, the following increases will be applicable to employees whose minimum wages are not prescribed but fall within the definition of the bargaining unit in terms of clause 49 of the Collective Agreement.

- (i) General Freight and Logistics, Sugar Cane Sector, In-Field Operations and Furniture Removal Operations:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
(i) Employees earning less than R6000.00 pm	100% of 7%	100% of 7%
(ii) Employees earning between R6001.00 and R8000.00 pm	87.5% of 7%	87.5% of 7%
(iii) Employees earning between R8001.00 and R10000.00 pm	80% of 7%	80% of 7%

- (ii) Cash-in-Transit:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
Other categories (Box Room Marshall, Radio Controller, Tactical Support Officer, Team Leader and Counting House [Tellers])	7%	7%

- (iii) The increases in (i) and (ii) above are to be off-set against any company paid increases over the last 12 months. The off-set is only in respect of the first year of this Collective Agreement. In the event that an employee in the extended bargaining unit received an increase greater than reflected in (i) and (ii) above, the employer will not be entitled to recover such difference from such employee.

- (iv) The increases in (i) and (ii) above shall only be effective for the duration of this Collective Agreement and no other provisions of the Collective Agreement shall apply to the other categories of employees except for the provisions of clauses 31 and 32 of the Collective Agreement.”
- (6) Remove the existing sub-clauses 7(1)(e) and 7(1)(f) in its entirety.

3. CLAUSE 19: LEAVE PAY FUND

- (1) Substitute the following for sub-clause 19(1)(a):
- “The Leave Pay Fund established under Government Notice No. R.41 of 15 January 1971 is hereby continued. Every employer shall pay as contributions to the Leave Pay Fund by not later than the 20th day of each month, in respect of every employee employed by him during the preceding month, calculated as follows:
- (aa) employees with less than 5 years continuous service 25% of the normal basic weekly wage earned;
 - (bb) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal basic weekly wage; and
 - (cc) employees with 10 years and longer completed service 33.3% of the normal basic wage.”
- (2) Insert a new sub-clause 19(1)(ab):
- “19(1)(ab) An employee will qualify for leave in accordance with his/her years of service with an individual company in the following manner with effect from the date of promulgation of this Agreement:

- (i) Less than 5 years completed continuous service 21 consecutive days; or
 - (ii) 5 years completed continuous service, but less than 10 years 23 consecutive days; or
 - (iii) 10 years and longer completed continuous service 26 consecutive days.”
- (3) Insert the following new sub-clause 19(1)(ac), (ad) and (ae)
- “19(1)(ac) For the purposes of sub-clause 19(1)(ab)(i) to (iii) above an employer may reduce an employee’s entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee’s request in that leave cycle.
- 19(1)(ad) An employer must grant an employee an additional day off paid leave if a public holiday falls on a day during an employee’s annual leave on which the employee would ordinarily have worked.
- 19(1)(ae) The calculation and payment of annual leave will no longer be linked to 252 shifts.”

4. CLAUSE 21: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for sub-clause 19(1)(a):
- “19(1)(a) The Holiday Pay Bonus Fund established under Government Notice No. R.41 of 15 January 1971 is hereby continued. A guaranteed 13th cheque will be paid to employees during December every year at 4.33 weeks of annual basic earnings

prorated in the first year of service. The calculation and payment of holiday pay bonus will no longer be linked to 252 shifts.”

- (2) Delete sub-clause 21(12) in its entirety.

5. CLAUSE 29: SEVERANCE PAY

- (1) Substitute the following for sub-clause 29(1):

“(1) Severance Pay shall be regulated in terms of section 189 of the Act and Section 41 of the Basic Conditions of Employment Act, 75 of 1997.”

6. CLAUSE 32: EXPENSES OF THE COUNCIL

- (1) Delete sub-clause 32(1)(a) and insert the following new sub-clause:

“(a)(i) Employees for whom minimum wages are prescribed an amount equivalent to 0.4 per cent per week of an employee’s normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20th day of each month following that to which it relates, at the Head Office of the Council at Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

- (ii) Other employees in the bargaining unit for whom minimum wages are not prescribed, but who qualify for the across the board increases as per clause 7, an amount equivalent to

0.075 per cent per week of an employee's normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20th day of each month following that to which it relates, at the Head Office of the Council at Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

7. CLAUSE 49: BARGAINING UNIT

- (1) Delete clause 49 in its entirety and insert the following new clause:

“Clause 49: Bargaining Unit

- (1) The bargaining unit means all employees employed in operations, warehousing, fleet maintenance and administration, but excluding management that may take decisions to recruit or discipline employees, however including supervisors and controllers regardless of whether or not they may make decisions to recruit or discipline.
- (2) In order to confirm current specified job categories and identify other job categories within the defined bargaining unit, a Council task team will be appointed to -
- (i) ensure that short descriptions of each category exists; and
 - (ii) ensure that job grading and classification of identified jobs in terms of the Patterson grading is done; and

- (iii) determine the existing minimum wage ranges of the identified jobs in the Industry in terms of current wages / salaries; and
- (iv) ensure that a service provider is appointed to perform the services envisaged in sub-clauses (i) to (iii) above.
- (v) oversee, in co-operation with the Council, the collection of information required to verify representativeness of parties to the Council in the defined bargaining unit by the Department of Labour in terms of Section 49 of the Act.
- (vi) Employers in the Industry are obliged to submit information in respect of (v) above, on a monthly basis in respect of all employees who falls within the definition of the Bargaining Unit in terms of clause 49 (1). The information is to be submitted on the prescribed monthly return, published by Council from time to time.

8. CLAUSE 57 : WELLNESS FUND

- (1) Insert the following new sub-clause (16):

“(16) The Wellness Fund is hereby extended to include a basic medical insurance for a period of 2 years at no extra cost to employers and employees.”

Signed at Johannesburg for and on behalf of the parties to the Council on this 4th
day of April 2011.

T.C. SHORT
Chairperson of the
Council

M. GWEDASHE
Vice-Chairperson
of the Council

J. LETSWALO
Secretary of the
Council

No. R. 434

20 May 2011

LABOUR RELATIONS ACT, 1995**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF
THE COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Furniture Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from30 May 2011..... and for the period ending 30 June 2012.

**MN OLIPHANT
MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 434

USUKU: 20 May 2011

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI BEMBONI YOKWAKHA IFENISHA: UKWELULELWA
KWESIVUMELWANO ESICHIBIYELAYO SABAQASHI NABASEBENZI
SELULELWA KULABO ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana Kwabaqashi Nabasebenzi Embonini Yokwakha iFenisha,, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka-.....30 kuNhlaba.....2011..... kuze kube ngu 30 kuNhlanguvana 2012.

**MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE**FURNITURE BARGAINING COUNCIL****COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act No 66 of 1995), made and entered into by and between the

Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)

and

Curtain Makers' and Allied Products Association (CMAPA)

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

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

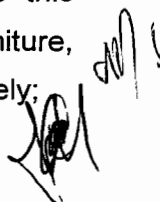
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the Furniture Bargaining Council.

CHAPTER 1**1. CLAUSE 1: SCOPE OF APPLICATION**

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry-

1.1.1 by all employers who are members of the party employers' organisations, which are party to this Agreement and by all employees who are members of the party trade union, which is party to this Agreement, and who are engaged or employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, respectively;

S.P. 


- 1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.
- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-
- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and
- 1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.
- 1.3 The following provisions shall not apply to non parties: Clauses 1.1.1, 2 and 3 of Chapter 1, Chapter 2A and Clauses 5.1, 5.2, 5.3 and 5.4 of Schedule 1.
- 1.4 **Threshold – Trade union organisational rights**

The terms of this Agreement and the application thereof shall be subject to the following in respect of trade union organisational rights threshold:

Any trade union duly registered in terms of section 96 of the Labour Relations Act and that can prove by means of reasonable identification, membership of employees in the Industry that it has a membership of at least 20% of the total number of employees in the Industry, shall be recognised as a sufficiently representative trade union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organisational purposes on an equal and fair footing with the other trade unions who are already members of the Bargaining Council.

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 5 April 2011 and for non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2012.

S.P.  NS

CHAPTER 2A**3. CLAUSE 12 OF THE FORMER AGREEMENT: SPECIAL PROVISIONS IN RESPECT OF THE FUNDS****(1) Clause 12.1 The Furnmed Sick Benefit Society**

Substitute the following for clause 12.1.2.3:

"12.1.2.3 *Compulsory membership*

12.1.2.3.1 If an employer is a FBUMA or CMAPA member and its employees are members of CEPPWAWU, such employees must become members of the FURNMED Sick Benefit Society and the employer and employee must pay the prescribed contributions which are applicable to the FURNMED Sick Benefit Society.

12.1.2.3.2 If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the FURNMED Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

12.1.2.3.3 If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than CEPPWAWU, such employees may not become members of the FURNMED Sick Benefit Society.

12.1.2.3.4 If an employer is not a member of FBUMA or CMAPA and if any of its employees are CEPPWAWU members, such employees must

M.S.
S.P.


become members of the FURNMED Sick Benefit Society and the employer and the employee must both pay the prescribed contributions which are applicable to the FURNMED Sick Benefit Society.”.

(2) **Clause 12.2: The NUFAWSA Sick Benefit Society**

Substitute the following for clause 12.2.5.3:

“12.2.5.3 *Compulsory membership*

12.2.5.3.1 If an employer is a FBUMA or CMAPA member and its employees are members of NUFAWSA, such employees must become members of the NUFAWSA Sick Benefit Society and the employer and employee must pay the prescribed contributions which are applicable to the NUFAWSA Sick Benefit Society.

12.2.5.3.2 If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the NUFAWSA Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

12.2.5.3.3 If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than NUFAWSA, such employees may not become members of the NUFAWSA Sick Benefit Society.

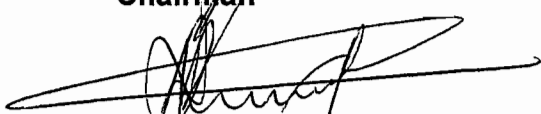
12.2.5.3.4 If an employer is not a member of FBUMA or CMAPA and if any of its employees are NUFAWSA members, such employees must become members of the NUFAWSA Sick Benefit

Society and the employer and the employee must both pay the prescribed contributions which are applicable to the NUFAWSA Sick Benefit Society.”.

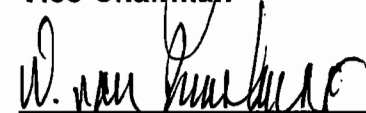
Agreement signed at Johannesburg on this 5th day of April 2011.




M SEFF
Chairman



P LUNGA
Vice-Chairman



WA JANSE VAN RENSBURG
General Secretary



No. R. 435

20 May 2011

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE HAIRDRESSING & COSMETOLOGY
TRADE, PRETORIA: EXTENSION OF PERIOD OF OPERATION OF MAIN
COLLECTIVE AGREEMENT**

I, **IAN ANTHONY MACUN**, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 680 of 27 July 2001, R. 183 of 9 March 2007, R. 507 of May 2008, R. 152 of 20 February 2009 and R. 1189 of 17 December 2010 by a further period ending 31 December 2011.

I A MACUN
DIRECTOR: COLLECTIVE BARGAINING

No. R. 435

20 Mei 2011

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN
KOSMETOLOGIEBEDRYF, PRETORIA: VERLENGING VAN TYDPERK
VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, **IAN ANTHONY MACUN**, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32(6)(a)(ii) van die Wet op Arbeidsverhoudinge, 1995, dat die tydperke vasgestel in Goewermentskennisgewings Nos. R. 680 van 17 Julie 2001, R. 183 van 9 Maart 2007, R.507 van 9 Mei 2008, R. 152 van 20 Februarie 2009 en R. 1189 van 17 Desember 2010 met 'n verdere tydperk wat op 31 Desember 2011 eindig.

I A MACUN
DIREKTEUR: KOLLEKTIEWE BENDINGING

**SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS**

No. R. 436

20 May 2011

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 4 (No. 4/340)**

In terms of 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.



**N NENE
DEPUTY MINISTER OF FINANCE**

SCHEDULE

By the insertion after tariff heading 22.07/01.00 to rebate item 460.24 of the following:

Rebate Item	Tariff heading	Rebate Code	C D	Description	Extent of Rebate
460.24	2710.11	01.00	65	Specified aliphatic hydrocarbon solvents, as defined in Additional Note 1(ij) to Chapter 27, entered for the purpose of this rebate item in such quantities, for such purposes and under such conditions as the Commissioner may allow by specific permit	The duty in Part 2A of Schedule No. 1

By the substitution for tariff heading 00.00/01.00 to rebate item 460.24 of the following:

Rebate Item	Tariff heading	Rebate Code	C D	Description	Extent of Rebate
460.24	00.00	01.00	05	Goods specified in Part 2A of Schedule No. 1, imported into the Republic for further processing, blending or mixing or entered for use in the manufacture of excisable goods of another or the same class or kind (excluding ethyl alcohol for industrial use or for use in the manufacture of other non-liquor products and specified aliphatic hydrocarbon solvents, as defined in Additional Note 1(ij) to Chapter 27) - Provided that: (a) the provisions of Rule 19A.09(c) are complied with; (b) all other provisions of the Customs and Excise Act pertaining to locally manufactured excisable goods are complied with; (c) the goods are imported by a licensed manufacturer, into a storage (OS) or manufacturing warehouse; and (d) the goods are removed by such licensed manufacturer or a licensed remover as contemplated in Rule 64D.	The duty in Part 2A of Schedule No. 1

By the substitution for tariff headings 00.00 to rebate items 495.00 and 496.00 of the following:

Rebate Item	Tariff heading	Rebate Code	C D	Description	Extent of Rebate
495.00	00.00	01.00	07	<p>Goods in respect of which the fuel levy, together with the customs duty, where applicable, amounts to not less than R2 500, proved to have been lost, destroyed or damaged on any single occasion in circumstances of VIS MAJOR or in such other circumstances as the Commissioner deems exceptional while such goods are -</p> <p>(a) in any customs and excise warehouse or in any appointed transit shed or under the control of the Office;</p> <p>(b) being removed with deferment of payment of duty or under rebate of duty from a place in the Republic to any other place in terms of the provisions of this Act; or</p> <p>(c) being stored in any rebate storeroom,</p> <p>provided -</p> <p>(i) no compensation in respect of the fuel levy or customs duty on such goods has been paid or is due to the owner by any other person;</p> <p>(ii) such loss, destruction or damage was not due to any negligence or fraud on the part of the person liable for the duty; and</p> <p>(iii) such goods did not enter into consumption</p>	<p>Full fuel levy</p> <p>Full Road Accident Fund levy</p>
496.00	00.00	01.00	04	<p>Specified aliphatic hydrocarbon solvents, as defined in Additional Note 1(ij) to Chapter 27, entered for the purpose of this rebate item in such quantities, for such purposes and under such conditions as the Commissioner may allow by specific permit.</p>	<p>Full fuel levy</p> <p>Full Road Accident Fund levy</p>

By the insertion after tariff heading 00.00/01.00 to rebate item 496.00 of the following:

Rebate Item	Tariff heading	Rebate Code	C D	Description	Extent of Rebate
496.00	2710.11	01.00	64	<p>Petrol supplied to any person entitled to the privileges provided for in item 460.23 of Schedule No. 4, subject to the provisions of the said item</p>	<p>Full fuel levy and Road Accident Fund Levy</p>

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 4 (No. 4/340)

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



N NENEO
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die invoeging na tariefpos 22.07/01.00 by kortingitem 460.24 van die volgende:

Korting Item	Tariefpos	Korting Kode	T S	Beskrywing	Mate van Korting
460.24	2710.11	01.00	65	Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1 (ij) by Hoofstuk 27, geklaar vir die doel van hierdie kortingitem in sulke hoeveelhede, vir sulke doeleindes en onder sulke voorwaardes as wat die Kommissaris by spesifieke permit mag toelaat	Die reg in Deel 2A van Bylae No. 1

Deur tariefpos 00.00/01.00 by kortingitem 460.24 deur die volgende te vervang:

Korting Item	Tariefpos	Korting Kode	T S	Beskrywing	Mate van Korting
460.24	00.00	01.00	05	Goedere in Deel 2A van Bylae No. 1 gespesifiseer, ingevoer in die Republiek vir verdere verwerking of vermenging of geklaar vir gebruik by die vervaardiging van synsbare goedere van 'n ander of dieselfde klas of soort (uitgesonderd etielalkohol vir industriële gebruik of vir gebruik by die vervaardiging van ander nie-drinkbare produkte en gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1 (ij) by Hoofstuk 27) - Met dien verstande dat: (a) die voorsienings van Reël 19A.09(c) nagekom word; (b) enige ander voorsienings van die Doeane- en Aksynswet met betrekking tot plaaslik vervaardigde synsbare goedere nagekom word; (c) die goedere ingevoer word deur 'n gelisensieerde vervaardiger, in 'n opslag- (OS) of vervaardigingspakhuis; en (d) die goedere verwyder word deur sodanige gelisensieerde vervaardiger of gelisensieerde verwyderaar soos bedoel in Reël 64D.	Die reg in Deel 2A van Bylae No. 1

Deur tariefposte 00.00 by kortingitems 495.00 en 496.00 deur die volgende te vervang:

Korting Item	Tariefpos	Korting Kode	T S	Beskrywing	Mate van Korting
495.00	00.00	01.00	07	<p>Goedere ten opsigte waarvan die brandstofheffing, tesame met die doeanereg waar van toepassing, minstens R2 500 bedra, wat bewys word by enige enkele geleentheid verlore te gegaan het, of vernietig of beskadig te gewees het in omstandighede van VIS MAJOR of in sodanige omstandighede wat die Kommissaris buitengewoon ag terwyl sodanige goedere -</p> <p>(a) in enige doeane-en-aksynspakhuis is of in enige aangewese deurvoerloods of onder die beheer van die Kantoor is;</p> <p>(b) met uitstel van betaling van reg of met korting op reg van 'n plek in die Republiek na enige ander plek verwyder word kragtens die bepalings van hierdie Wet; of</p> <p>(c) in enige kortingspakkamer opgeslaan word;</p> <p>mits -</p> <p>(i) geen vergoeding ten opsigte van die brandstofheffing of doeanereg op sodanige goedere betaal is of aan die eienaar deur enige ander persoon verskuldig is nie;</p> <p>(ii) sodanige verlies, vernietiging of beskadiging nie te wyte is aan enige nalatigheid of bedrog deur die persoon aanspreeklik vir die reg nie; en</p> <p>(iii) sodanige goedere nie in verbruik gegaan het nie</p>	<p>Volle brandstofheffing</p> <p>Volle Padongelukfondsheffing</p>
496.00	00.00	01.00	04	<p>Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1 (ij) by Hoofstuk 27, geklaar vir die doel van hierdie kortingitem in dié hoeveelhede, vir dié doeleindes en onder dié voorwaardes soos die Kommissaris by spesifieke permit mag toelaat.</p>	<p>Volle brandstofheffing</p> <p>Volle Padongelukfondsheffing</p>

Deur die invoeging na tariefpos 00.00/01.00 by kortingitem 496.00 van die volgende:

Korting Item	Tariefpos	Korting Kode	T S	Beskrywing	Mate van Korting
496.00	2710.11	01.00	64	<p>Petrol voorsien aan enige persoon geregtig op die voorregte waarvoor in item 460.23 van Bylae No. 4 voorsien word, onderworpe aan die voorsienings van die genoemde item</p>	<p>Volle brandstofheffing en</p> <p>Padongelukfondsheffing</p>

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20 May 2011

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 6 (No. 6/22)

In terms of 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.



N NENE
DEPUTY MINISTER OF FINANCE

SCHEDULE

By the insertion after rebate item 670.10 of the following:

Rebate item	Tariff item	Code	C D	Description	Extent of Rebate	Extent of Refund
670.11	105.10.03	01.00	71	Petrol supplied to any person entitled to the privileges provided for in item 460.23 of Schedule No. 4, subject to the provisions of the said item	Full fuel levy and Road Accident Fund Levy	

No. R. 437

20 Mei 2011

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 6 (No. 6/22)

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



N NENE
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die invoeging na kortingitem 670.10 van die volgende:

Korting Item	Tarief Item	Kode	T S	Beskrywing	Mate van Korting	Mate van terugbetaling
670.11	105.10.03	01.00	71	Petrol voorsien aan enige persoon geregtig op die voorregte waarvoor in item 460.23 van Bylae No. 4 voorsien word onderworpe aan die voorsienings van die genoemde item	Volle brandstofheffing en Padongelukvondsheffing	