DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4108

24 November 2023

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE INDUSTRY: EXTENSION TO NON-PARTIES OF THE CONSOLIDATED MAIN COLLECTIVE AGREEMENT

I, THEMBELANI WALTERMADE NXESI, Minister of Employment and 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 Hairdressing Cosmetology Beauty and Skincare 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 from the second Monday after the date of publication of this notice and for the period ending 31 December 2025.

MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/11/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R	USUKU:
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UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YOKULUNGISWA KWEZINWELE, UBUHLE KANYE NOKUNAKEKELWA KWESIKHUMBA: UKWELULWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIHLANGANISAYO NESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, THEMBELANI WALTERMADE NXESI, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana Kwabaqashi Nabasebenzi Embonini Yokulungiswa Kwezinwele, Ubuhle kanye Nokunakekelwa Kwesikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2025.

MNUMZANE TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

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SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING, COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY

MAIN COLLECTIVE 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 and Beauty

(hereinafter referred to as the "Employers' organisation" on the one part)

and

UASA - The Union

(hereinafter referred to as the "Trade union" on the other part)

being the parties to the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry.

1. SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed in the Hairdressing. Cosmetology, Beauty and Skincare Industry ("the Industry"), in the Republic of South Africa.

For the purpose hereof

"Hairdressing, Cosmetology, Beauty and Skincare Industry" means the trade in which employers and their employees are associated for the purpose of rendering hairdressing and cosmetology services in any establishment;

"Barber or Barbering Services" means an employee that renders one or more or all of the following services in an establishment being: Clipper cuts, dry and wet razor shaving, treatment of facial and neck hair including beards and moustaches, hot towel treatments, facial massages, wet and dry cutting of hair, singeing and dry or wet blow drying of hair but specifically excludes any chemical services. The barbering services shall:

- (i) be performed predominantly on male clients;
- (ii) constitute at least 95% of all services rendered by an employee to clients:
- (iii) can only be rendered when the salon provides barbering services to its clients.

"Beauty and Skincare Industry" means the industry in which employers and its employees render "cosmetology services" which include but are not limited to cosmetic camouflage, spa treatments, tattooing, and/or painting of the face or any part of the body features; whether by permanent, semi-permanent or temporary means in any establishments where such services are rendered to members of the public.

"Cosmetology services" means any one or more or a combination of the operations generally and usually performed by nail technicians or beauty culturists or cosmeticians or cosmetologists or skincare therapists or somatologists or aesthetician or hairdresser.

"Establishment" means any place or premises from which hairdressing, cosmetology, beauty and/or skincare services are rendered but excluding canvas or sail gazebos or if such services are rendered in open space, unless chemicals are used in the execution of the hairdressing, cosmetology, beauty and/or skincare services rendered, in which event all such places or premises shall be considered to be an establishment.

"Hairdressing" means any one or more of the following services usually performed by a person in an establishment, and includes, but is not limited to-

- (a) any service to the scalp or the hair of the head or face, including the following:
- (i) shampooing, cleansing, conditioning and treating;
- (ii) chemical reformation of the hair including permanent waving, relaxing and straightening of the hair;
- (iii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary processes, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high lifting tints or toners;
- (iv) hair cutting and shaping;
- (v) hair styling, designing, shaping, curling, waving, including blow drying, styling, tonging, crimping, straightening and silking:

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

- (a) massage or stimulative treatment of the face, scalp or neck;
- (b) adding hair, either natural or artificial, including hair extensions, board work, pastiche, wig making, or performing any of the above operations on any wig or hairpiece to be worn by any person; and
- (c) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair and scalp.
- 1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall:

- 1.2.1 apply only to Employees for whom a Basic Salary or Wage or Commission are specified in this Agreement and to the employers of such Employees; and
- 1.2.2 apply to Learners/Students only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed thereunder

2. PERIOD OF OPERATION

- 2.1 The Agreement shall come into operation-
- 2.1.1 In respect of the parties, as from the 1st of June 2023, for a period of two and a half years, up and to the 31st of December 2025; and
- 2.1.2 in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until the 31st of December 2025.
- 2.1.3 in so far as any provision contained in this Main Collective Agreement is in conflict with the provisions of the National Minimum Wage Act, Act 9 of 2018 ("NMWA"), the provisions of the NMWA will prevail.

3. INDUSTRIAL ACTION

3.1 The provisions of clause 14 below shall apply to Industrial Action.

TERMS AND CONDITIONS THAT WILL APPLY NATIONALLY

4. **DEFINITIONS**

4.1 Any term or expression used in this Agreement which is defined in the Labour Relations Act, No. 66 of 1995 has the same meaning assigned to it in the Act. The masculine includes the feminine and *vice versa* and the singular includes the plural.

- 4.2 Save where expressed distinction is made between definitions contained in this Agreement, the following words shall have the under mentioned meaning assigned to them, being:
- 4.2.1 "THE ACT "means the Labour Relations Act, No. 66 of 1995 as amended;
- 4.2.2 "AESTHETIC THERAPIST" means an Employee engaged in, but not limited to the following:
- 4.2.2.1 eyebrow shaping and plucking including the application of false or artificial eyebrow and/or eyelashes;
- 4.2.2.2 cosmetic (day, evening, bridal, fantasy) camouflage make-up, micro pigmentation such as, microblading and shading and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;
- 4.2.2.3 facial skincare knowledge and application of skin analysis, facial treatment, electrical equipment, machines and the treatment thereof;
- 4.2.2.4 removal of unwanted or superfluous hair from the head, face and/or body in whatever means excluding shaving, waxing, chemical depilatories, electrical or mechanical means, including sugaring and threading:
- 4.2.2.5 massage or any other stimulative treatments or exercise of the face, scalp, neck or full body, whether or not any apparatus, appliance heat, preparation or substance is used in any of these operations, including "stones", "bamboo" etc.;
- 4.2.2.6 body and slimming treatment: figure/body analysis, electrical equipment and the treatments thereof, basic knowledge of nutrition, Manual Lymph Drainage treatments, body wrap and self-tanning applications whether by hand or spray units;

- 4.2.2.7 spa treatments: holistic and/or relaxing treatment i.e. Indian head, hand and/or foot massage with or without substance such as different oils;
- 4.2.2.8 permanent lash treatments, intimate waxing for male and female clients, laser, LPG, and/or Endermology, microdermabrasion, chemical peels, micro needling, permanent make up, and or be able to assist a Medical Practitioner practicing in the Aesthetic Terrain/ field.
- 4.2.3 "TRAINEE BARBER "means a barber who has never performed barber services and is in training in an Establishment for a period not exceeding 6 (six) months;
- 4.2.4 "JUNIOR BARBER" means a barber who has been engaged in rendering barbering services as a barber for a period of more than 6 (six) months and less than 1 (one) year;
- 4.2.5 **"SENIOR BARBER"** means a barber who has rendered barbering services as a barber for a period exceeding 1 (one) year;
- 4.2.6 "BASIC CONDITIONS OF EMPLOYMENT ACT or BCEA" means the Basic Conditions of Employment Act, No. 75 of 1997 as amended;
- 4.2.7 "BASIC SALARY" or "WAGE "means any payment in money, made or owing to any person in return for that person's working for any other person. as agreed and prescribed in this Agreement, as amended from time to time, as the minimum payable to an Employee in a specific job category;
- 4.2.8 "B TECH SOMATOLOGIST 4 YRS "means an Employee that holds a B.Tech degree and is engaged in, but not limited to the following:
- 4.2.8.1 eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;

- 4.2.8.2 cosmetic (day, evening, fantasy) and camouflage make-up, and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;
- 4.2.8.3 advance skin-care: skin analysis, facial treatment, electrical equipment, machines and the treatment of the skin: Advance facial skincare: Non-invasive and invasive classic deep cleansing facial treatment, chemical peels, IPL, rejuvenating, lasers, ultra and radio sound and more advanced electrical equipment and/or machinery;
- 4.2.8.4 removal of unwanted or superfluous hair from the head, face and/or body by whatever means, other than shaving, including waxing, chemical depilatories, electrical or mechanical means; including sugaring and threading, IPL, laser treatment;
- 4.2.8.5 massage or any other stimulative treatment or exercise of the face, scalp, neck or full body, whether or not any apparatus, appliance electrical micro current, heat, preparative substance and other non-invasive and invasive techniques is used in any of these operations; may also include any massage medium;
- 4.2.8.6 body and slimming treatment: figure/body analysis equipment and the treatment thereof, manual and mechanical (i.e Endermology) lymph drainage treatment, body wraps and non-invasive and invasive self-tanning applications whether by hand or spray units;
- 4.2.8.7 Aravetta Spa's and traditional Spa treatments: holistic and/or relaxing treatments i.e. non-invasive and invasive Indian head, hand foot and/or full body massages with or without substance such as different oils. Specialized electrical and mechanical equipment and non-surgical treatments;
- 4.2.8.8 specialized electrical equipment i.e. IPL/Laser/LPG/Endermology, etc.

- 4.2.9 "BEAUTY TECHNOLOGIST" means an Employee that completed a 1 (one) year qualification to execute basic skincare, hand and foot treatments, hair removal, make up application, back and neck massages including a back treatment and body treatments including massage;
- 4.2.10 "BEAUTY THERAPIST" means an Employee who has completed a 2 (two) year formal qualification in respect of comprehensive skincare and body treatments, including but not limited to:-
- 4.2.10.1 massage or any other treatment or exercise to the face, scalp, neck or full body, whether or not any apparatus, electrical, micro current, appliance, heat, substance and other non-invasive techniques are used in any of these operations and may also include any massage medium and/or massage techniques with a holistic approach;
- 4.2.10.2 facial skincare therapy, which may include, but not be limited to electrical equipment and/or machines such as galvanic and/or high frequency;
- 4.2.10.3 apply Day, Evening and Bridal make up;
- 4.2.10.4 removal of unwanted or superfluous hair from the head, face and/or body by whatever means, other than shaving and may include, but not be limited to waxing and/or sugaring and/or threading and/or chemical depilatories;
- 4.2.10.5 provide an eyelash and/or brow tint and/or brow shaping treatment, which may include the application of artificial eyelashes;
- 4.2.10.6 body treatments which may include but not be limited to the use of electrical equipment and/or machines, apply body alignment and movement, exfoliation treatment, body wraps and/or mask treatments and/or the application of full body artificial tanning treatment.
- 4.2.11 "CCMA" means the Commission for Conciliation, Mediation and Arbitration, established in terms of the Labour Relations Act, 1995:

- 4.2.12 "CASUAL EMPLOYEE" means an Employee who is employed for less than 24 (twenty-four) hours per month and whose wages is calculated on the hourly or daily rate for his/her particular job category or an Employee that has been appointed in the temporary absence of a female Employee due to maternity leave, which appointment shall be limited to 122 (hundred and twenty-two) days in the latter instance;
- 4.2.13 "CEO" means the Chief Executive Officer of the Council;
- 4.2.14 "CITY AND GUILDS" means City and Guilds International as operating in the Republic of South Africa;
- 4.2.15 "CLEANER AND/OR GENERAL ASSISTANT" means an Employee, employed by an Employer in an Establishment who is engaged in any 1 (one) or more of the following activities:
- 4.2.15.1 cleaning and/or sweeping premises;
- 4.2.15.2 running errands;
- 4.2.15.3 providing refreshments to staff and clients of an Establishment;
- 4.2.15.4 sanitizing and disinfecting tools, equipment and surfaces;
- 4.2.15.5 washing dishes;
- 4.2.15.6 doing laundry;

but excludes any Employee that touches the head of any client.

4.2.16 "CLERICAL EMPLOYEE, RECEPTIONIST, TELEPHONIST,

ADMINISTRATOR AND / OR FRONT DESK CO-ORDINATOR" means an

Employee who is employed in an Establishment and who performs 1 (one)

or more of the following activities:

4.2.1	6.1 receives clients and/or book appointments;
4.2.1	6.2 keep accounts and records;
4.2.16	does any clerical work;
4.2.16	6.4 handles cash;
4.2.16	.5 responsible for counter sales;
4.2.16	6 responsible for stock control;
4.2.16.	7 responsible for advertising and promotion;
4.2.16.	arranges merchandising displays;
4.2.16.9	running errands.
4.2.17	"COLLECTIVE AGREEMENT" means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions on the one hand, and on the other hand that binds the terms of section 31 and 32 of the Act:
4.2.17.1	(one) or more employers;
4.2.17.2	(one) or more registered employers' organisations; or

4.2.18 "COMMISSION" means the amount of money payable by an Employer to an Employee by virtue of a commission agreement concluded between an Employer and Employee, or which may be prescriptive by virtue of this Agreement, which may consist of:

(one) or more employers and 1 (one) or more registered employers'

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organisations;

4.2.17.3

- 4.2.18.1 "Personal Services Commission" or "PSC" being the manner in which commission is calculated, which is to be paid by an Employer to an Employee during the Employee's annual leave, or in respect of notice pay or in respect of severance pay. This commission is calculated on services provided by an Employee in person, and on services rendered by other Employees when assisting the Employee, in the event of such other Employees not being entitled to commission, but excluding Retail Commission; and/or
- 4.2.18.2 "Retail Commission" being commission paid to an Employee in respect of the sale of products procured by such an Employee which may or may not be Target based; and/or
- 4.2.18.3 "Target Based Commission" means payment of an agreed percentage of commission on turnover above an agreed threshold which may or may not be prescribed by this Agreement.
- 4.2.19 "COMMISSIONER" means any person appointed by the governing body of the CCMA in terms of section 117 of the Labour Relations Act, 1995
- 4.2.20 "COTT" means the Central Organisation for Trade Testing;
- 4.2.21 "COUNCIL" means the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry registered in terms of section 29 of the Labour Relations Act, 1995;
- 4.2.22 "COUNCIL REPRESENTATIVE" means a person nominated by any party to represent such party to the Council;
- 4.2.23 "DESIGNATED AGENT" means any person appointed by the Minister in terms of section 33 of the Labour Relations Act, 1995;

- 4.2.24 "DAY OFF" means authorized leave granted by an Employer to an Employee to be absent from an Establishment during any day upon which the Employer conducts business;
- 4.2.25 "DRY BAR" means an Establishment at which only Dry Bar Services are rendered:
- 4.2.26 "DRY BAR SERVICES" means only 1 (one) or more or all of the following services being:- a wash, blow dry, clip-on extensions, bang, up styling, tonging, setting, plaiting, crimping and straightening with a flat iron all of which will be rendered without applying any chemicals of whatsoever nature and explicitly excluding any cutting of hair;
- 4.2.27 "DRY BAR WORKER" means a person employed at a Dry Bar who only renders dry bar services;
- 4.2.28 "EMPLOYEE" means any person who is employed by or working for any Employer and who is receiving or is entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any Employer, and "employ" and "employment" have corresponding meanings;
- 4.2.29 "EMPLOYER" means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whosoever in any manner assist him carrying on or conducting his business and "employ" and "employment" have corresponding meanings;
- 4.2.30 "FULL TIME EMPLOYEE" means an Employee whose hours of work are more than 24 (twenty-four) hours per month and not more than 45 (forty-five) hours per week in an Establishment;
- 4.2.31 "FIRST YEAR OPERATOR" means an Employee, appointed as an operator, that has been rendering Cosmetology Services for a period less than 1 (one) year whilst employed by one or more Employees;

- 4.2.32 "HALF DAY OFF" means an authorized leave of absence for the balance of the working day after having executed 4 (four) continuous hours of work on that particular day and being fully remunerated for such entire day;
- 4.2.33 "HAIRDRESSER/HAIRSTYLIST" means an Employee or Working Employer in return for payment, in money or in kind, performs any 1 (one) or more or all of the Cosmetology Services usually performed by a Hairdresser/Hairstylist.
- 4.2.34 "HAIRDRESSER/HAIRSTYLIST NON-QUALIFIED" means a Hairdresser/Hairstylist that is not qualified as a Hairdresser/Hairstylist;
- 4.2.35 "HAIRDRESSER/HAIRSTYLIST QUALIFIED" means an Employee who:
- 4.2.35.1 holds a trade test certificate issued by COTT or the SSETA or City and Guilds, Diploma Level 3 (three); or
- 4.2.35.2 holds a certificate of proficiency under the training of Artisan's Act, 1951; or
- 4.2.35.3 holds any qualification which the Council in consultation with the SSETA or City and Guilds may recognize as a qualification, whether or not obtained in the Republic of South Africa; or
- 4.2.35.4 holds a masters certificate of the Employers' Organisation from any division thereof; or
- 4.2.35.5 holds a certificate of competency in hairdressing issued by the Council before coming into force of this Collective Agreement and thereafter;
- 4.2.36 "HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND" means the Hairdressing, Beauty and Skincare Industry Pension Fund.

- 4.2.37 "IMMEDIATE FAMILY" means Employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister;
- 4.2.38 "LEARNER" or "LEARNER HAIRDRESSER" means any Employee who is in training under a written learner-ship contract registered with the SSETA, or who is in the process of applying for a learnership contract in terms of the Skills Development Act, No. 97 of 1998, and includes a minor;
- 4.2.39 "NO DEFINITION"
- 4.2.40 "MAKE-UP ARTIST "means an Employee engaged in the following treatment, but not limited to:
- 4.2.40.1 the application of false or artificial eyebrows or eye lashes;
- 4.2.40.2 cosmetic (day, evening, bridal, fantasy) camouflage make up, and/or painting of the face and/or full body features whether by permanent, semi-permanent or temporarily means;
- 4.2.40.3 basic application of the removal of unwanted or superfluous hair from the head, face and/or body and its features, including shaving, waxing and chemical depilatories;
- 4.2.40.4 piercing.
- 4.2.41 "MANAGER/ESS" means an Employee who is employed to manage and oversee the day-to-day functions of an Establishment, including-
- 4.2.41.1 staff management;
- 4.2.41.2 training and development of staff or overseeing the training and development of staff;
- 4.2.41.3 stock control

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4.2.41.	4 time management;		
4.2.41.	5 marketing and promotions,		
4.2.41.6	6 administration, accounts and orders;		
4.2.41.7	7 grievance and disciplinary procedures;	,	
4.2.41.8	salon maintenance and security;		
4.2.41.9	housekeeping and running costs;		
4.2.41.1	10 cash control; and		
4.2.41.1	1 quality control of all of the above-mention	oned functions.	
4.2.42	"MASSAGE THERAPIST" means a peapplying massage therapy;	erson executing,	performing o
4.2.43	"MASSAGE THERAPY" means the manual including but not limited to muscle, connection by way of rubbing, stroking, kneading or varihealth, well-being and relaxation;	ive tissue, tendon	and ligaments

4.2.45 "MULTI SKILLED OPERATOR" means an operator that also performs

some of the duties of a Hairdresser/Hairstylists;

"MINOR" means an Employee who is 16 (sixteen) years or older, but who has not yet attained the age of majority, by virtue of turning 18 (eighteen)

- 4.2.46 "NAIL TECHNICIAN" means 1 (one) of any of the 3 (three) job categories being either:-
- 4.2.46.1 Qualified Nail Technician: means an Employee that has completed a 1 (one) year formal qualification to apply artificial nails and provide nailcare therapy to the hands and/or feet; and

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years old or otherwise;

- 4.2.46.2 **Certified Nail Technician**: means an Employee that does not hold a formal qualification, but whom has received brand specific training and obtained a certificate for such skill acquired for purposes of applying silk and/or fibre and/or acrylic and/or gel nails which Employee may only operate within the brand that provided him or her with such training; and
- 4.2.46.3 Unqualified Nail Technician: means an Employee executing 1 (one) or more or all of the duties of either a Qualified Nail Technician or a Certified Nail Technician but does not have a qualification or certification issued by a Training Provider or brand.
- 4.2.47 "NON-PARTY" means any Employer or Employee who is not a member of a registered Employers' Organisation or Trade Union, which is a party to the Council.
- 4.2.48 "OPERATOR" means an Employee who is employed in an Establishment and who performs 1 (one) or more of the following activities:
- 4.2.48.1 draping, brushing, shampooing and/or towel drying client's hair;
- 4.2.48.2 removing veils, pins, rollers, clips and other setting aids;
- 4.2.48.3 preparing clients for highlighting of hair;
- 4.2.48.4 applying instant conditioners, rinses or colour shampoos;
- 4.2.48.5 placing clients under or removing clients from driers;
- 4.2.48.6 applying perm lotions;
- 4.2.48.7 neutralising and rinsing perms and relaxers;
- 4.2.48.8 assisting with foils, pulling out highlights and applying bleach over a highlight cap;

4.2.48.16

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- 4.2.48.9 giving clients scalp treatments by the application of any hairdresser treatment products prescribed by the manufacturer of that product, excluding any treatment performed by infra-red ray, ultra-violet ray, or thermos treatment: 4.2.48.10 tinting and applying colour (permanent and semi-permanent) and applying toners and/or bleach; 4.2.48.11 cleaning and/or sweeping premises; 4.2.48.12 running errands; 4.2.48.13 providing refreshments to staff and customers of an Establishment; 4.2.48.14 sanitising and disinfecting tools, equipment and surfaces; 4.2.48.15 washing dishes; and
- 4.2.49 "PART-TIME EMPLOYEE" means an Employee who is employed for not less than 1 (one) day per week or not more than 3 (three) days per week;
- 4.2.50 "PARTY" means any registered Employers' Organisation or Trade Union which is a Party to the Council and may refer to an Employer or Employee who is a member in good standing of any such Party.
- 4.2.51 **"PREMIUM"** means the payment of consideration, whatsoever the nature, in return for the training of any person in hairdressing;
- 4.2.52 "PUBLIC HOLIDAY" means a Public Holiday as referred to in the Public Holidays Act, Act 36 of 1994, as amended;

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doing laundry and ironing.

- 4.2.53 "REMUNERATION" means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for the other:
- "SALON ASSISTANT" means an Employee, employed by an Employer in 4.2.54 an Establishment who is engaged in 1 (one) or more of the following activities:-
- 4.2.54.1 cleaning, sweeping or washing the Establishment or utensils, receptacles, furniture or other articles:
- 4.2.54.2 running errands;
- 4.2.54.3 making tea or similar beverages;
- 42.54.4 washing, drying and/or folding of towels and linen used in or at the Establishment:
- 42.54.5 assisting Nail Technicians and/or Beauty Technologists and/or Beauty Therapists with routine tasks within the Establishment.
- 4.2.55 'SPA ASSISTANT MANAGER" means to work closely with the Manager/ess and is mainly responsible for providing administrative support in performing daily activities with a spa. The Spa Assistant Manager will act as Spa Manager in the absence of the Unit Manager and actively support in the co-ordination and managing of all spa employees. This position includes the marketing of the spa and nurturing of guest relations.
- 4.2.56 "SPA ATTENDANTS" means to maintain and administer the hygiene and safety procedures in the Spa working environment as per the standards set by the Employer. The attendants are to ensure that all front and back of house area is consistently monitored by following the cleaning guidelines and supervision of the manager. The Spa Attendant may from time to time need to assist the Spa Manager in serving guests food and beverages during groups and functions.

- 4.2.57 "SPA MANAGER/ESS" means an Employee who is employed to manage and oversee the management direction and development of a Spa. This includes, but is not limited to peaking retail sales, providing and training superior Spa services and effectively manage all Spa staff. To develop, monitor, and review all staffing needs and challenges, maximising scheduling opportunities, facility operations are in excellent working order, supply updated staff information and revenues for payroll, revenue management for target achievement, adhere and administer safety training, enforce standard operating procedures, create guest/client relations service satisfactory.
- 4.2.58 "SPA RECEPTIONIST" means an individual in charge of welcoming guests into the Spa, responding to all enquiries while observing set standards. A Spa Receptionist should have knowledge of the services and treatments offered at the Establishment including any offers and promotions that may be on at a particular time. Spa Receptionist duties also include prioritizing workloads, ensuring all operational procedures are met and ensuring that standards or appearance codes of conduct are adhered to and implemented to the latter.
- 4.2.59 "SDA" means the Skills Development Act, No. 97 of 1998 as amended;
- 4.2.60 "SHORT TIME" means the implementation of reduced working time i.e. fewer number of hours per day and/or fewer number of days per week, due to a shortage of work and/or any other justifiable contingencies beyond the control of the Employer, as contemplated in clause 20;
- 4.2.61 "SOMATOLOGIST" means an Employee who has completed a 3 (three) year formal qualification focussing on the scientific study of the human body in respect of which a diploma has been bestowed on him or her to enable him or her to treat and prevent a variety of skin and body conditions with a holistic and/or health related approach as well as improving the general wellness and aesthetic appearances through information and the practice of healthy lifestyle habits products and clinic treatments.

- 4.2.62 "SPECIFIC SKILLED STYLIST" means a person who does not hold any qualification in hairdressing, and who, wholly or mainly, performs 1 (one) or most of the following tasks:
- 4.2.62.1 braiding, weaving or plaiting;
- 4.2.62.2 cutting only;
- 4.2.62.3 adding hair extensions only;
- 4.2.62.4 dreadlocks.
- 4.2.63 "SSETA" means the Services Sector Education and Training Authority in terms of SDA;
- 4.2.64 "STUDENT" means an Employee who may be a minor, employed in an Establishment who has entered into a Student Contract with the Employer and has submitted the student contract to the Council, in order to become qualified to render Cosmetology Services;
- 4.2.65 "TRAINING PROVIDER" means an institution accredited by SSETA, QCTO or registered by City and Guilds or approved by the Council to provide training;
- 4.2.66 "TEMPORARY EMPLOYEE" means an Employee employed by an Employer in terms of which it is agreed that:-
- 4.2.66.1 the Employee is employed for a limited period of time, upon effluxion of which the Employee shall cease to be employed by the Employer; or
- 4.2.66.2 is employed as a substitute for an Employee who is temporary absent, excluding in the event of maternity leave; or

- 4.2.66.3 is employed to perform a specific task or execute a specific project, upon finalisation of which the Employee's employment with the Employer will terminate and may include a contract worker".
- 4.2.67 "TIME-OFF" means authorized leave of absence on full pay for any reason whatsoever, usually in relation to time off in lieu of time worked in, but does not include any form of leave;
- 4.2.68 "WORKING EMPLOYER" means an Employer or owner who performs work similar to that carried out by an Employee;
- 4.2.69 "UNQUALIFIED" means, where it appears from a prefix to any job category stated in this Agreement or annexure thereto, an Employee executing one, or more or all of the duties of that particular category, but does not have a qualification or certification issued by a Training Provider.
- 4.3 Where any calculation is to be made in terms of this Agreement in respect of Commission or PSC, and the Employer is registered for Value Added Tax ("VAT"), the VAT shall be deducted prior to the calculation being made.

5. REGISTRATION OF AN ESTABLISHMENT

- 5.1 All Employers shall be obliged to ensure that an Establishment:
- 5.1.1 has been registered with the Council;
- 5.1.2 is operated by or employs at least one Hairdresser / Hairstylist: Qualified or B-Tech Somatologist or Beauty Technologist or Nail Technologist depending on the type of Cosmetology Services rendered;
- 5.1.3 has obtained a certificate from the Council to render Cosmetology Services.

6. APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT

- 6.1 Prior to the commencement of the rendering of Cosmetology Services at an Establishment, every Employer of an Establishment shall apply to the Council in the form specified in annexure "A" for registration of the Establishment and shall, as part of the registration process, also submit a duly completed annexure "B" in respect of all Employees employed at the Establishment.
- 6.2 A separate application shall be completed in respect of each Establishment operated by an Employer.
- 6.3 No disqualified person may have a direct or indirect interest in or operate an Establishment.
- 6.4 For the purpose of clause 6.3 above, a disqualified person shall be an Employer, that:
- owes any sum to any Employee or former Employee in the Industry in respect of remuneration or wages, which remains unpaid in contravention of this Agreement, and/or;
- 6.4.2 owes any sum of money to the Council in contravention of any obligation under this Agreement; and / or;
- 6.4.3 has failed to pay contributions of any Employee, whether in whole or in part, to any benefit fund in contravention of the terms of this Agreement.
- 6.5 No Employer shall be entitled to operate an Establishment unless it has complied with the provisions of clause 6.1 above.
- 6.6 Should any of the details that appears on the annexure "A", submitted by the Employer upon registration of an Establishment as contemplated in clause 6.1 above, subsequent to registration, change, the Employer shall be obliged to, within 14 (fourteen) days of such change taking place, notify the Council by way of written notice stating the nature and details of the change, which will be submitted to the Council to amend@hcsbc.co.za.

- 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL
- 7.1 An Employer who employs Part time, Casual or Temporary Employees shall:
- 7.1.1 notify the Council in writing of the employment of a Part time, Casual or Temporary Employee, within 7 (seven) days of employing such a person, and;
- 7.1.2 notify the Council in writing within 7 (seven) days of the termination of the services of the Part time, Casual or Temporary Employee.
- 7.2 Should an Employer fail to notify the Council of the appointment of the Part time, Casual or Temporary Employee that Employee shall be regarded as a permanent Employee and accordingly be entitled to all benefits, in terms of this Agreement.
- 7.3 An Employer may not employ any person in an Establishment to render any Cosmetology services unless the Employee rendering the Cosmetology services is qualified to do so within the meaning of this Agreement.
- 7.4 In the event of an Employee (including a Learner or a Student) taking up employment with or resigning from an Establishment, subsequent to the registration of the Establishment as contemplated in clause 6.1 above, the Employer shall, on or before the seventh day of the month following such appointment or resignation, notify the Council of such Employee's appointment or resignation, as the case may be, by, within the stated time period:-
- 7.4.1 submit a duly completed <u>annexure "B"</u> in the event of an Employee taking up employment with the Establishment; or
- 7.4.2 dispatching a written notice of such Employee's resignation which notification shall include the Employee's full names, surname, identity number and position held to amend@hcsbc.co.za.
- 7.5 An Employer shall:

- 7.5.1 furnish each Employee employed with a letter of appointment and Contract of Employment, which shall include the following:
- 7.5.1.1 the Employee's full names, address, ID number and occupation of the Employee;
- 7.5.1.2 date of commencement of service;
- 7.5.1.3 the title of the Employee's occupation;
- 7.5.1.4 the remuneration or basic salary and/or commission and/or wages for that -occupation;
- 7.5.1.5 the days and hours of work;
- 7.5.1.6 the place of work, and an indication whether the Employee may render services at other Establishments of the same Employer, if applicable;
- 7.5.1.7 the salary rate and method of calculation as well as frequency of payment;
- 7.5.1.8 the rate of pay for overtime worked;
- 7.5.1.9 details of deductions to be made from the Employee's salary;
- 7.5.1.10 all leave entitlements;
- 7.5.1.11 the period of notice required;
- 7.5.2 furnish each Employee with a copy of the Employee's letter of appointment;
- 7.5.3 make available copies of each Employee's letter of appointment for inspection by the Designated Agents of the Council.

- 7.6 In the event of an Employee taking up employment with an Employer as from the first day of a calendar month up to the fourteenth day of that calendar month, the Employer shall deduct on the Employee's payday in that calendar month, all amounts as envisaged in this Agreement from the Employee's Basic salary or wages.
- 7.7 In the event of an Employee taking up employment with an Employer as from the fifteenth day up and to the last day of any calendar month, the Employer shall not make any deductions from the Employee's Basic salary or wages, on the Employee's payday during that particular calendar month.

8. KEEPING OF RECORDS BY AN EMPLOYER

- 8.1 Every Employer shall be obliged to retain a wage record indicating:
- 8.1.1 the dates in respect of which remuneration or Basic salary or wages are paid from time to time;
- 8.1.2 the gross remuneration or Basic salary or wages payable in respect of each Employee;
- 8.1.3 details of all deductions made by the Employer and the reason for the deduction, and;
- 8.1.4 the nett amount paid to each Employee and the date and method of payment;
- 8.2 Every Employer shall be obliged to keep a register of the takings / turnover of each Employee indicating:
- 8.2.1 the date to which each entry relates;
- 8.2.2 the name or identifying mark of each client who received any service by the Employee;

- 8.2.3 the nature of the service provided to each client, and payment made in respect thereof;
- 8.2.4 the name of the person who provided the service to each client by the Employee; and
- 8.2.5 the extent of products sold and payment made in respect thereof.
- 8.3 An Employer shall keep an attendance register for each Employee containing at least the information set forth in clause 8.4 below and shall record in that register the name and occupation of every Employee.
- 8.4 Every Employee shall record him / her being present at the workplace in the attendance register. It shall be incumbent upon the Employer to ensure that the register is correctly completed by every Employee. If an Employee fails, refuses or neglects to complete the register, the Council shall within 14 (fourteen) days be notified of such omission in writing. The attendance register shall contain the following information pertaining to the Employee:
- 8.4.1 his signature;
- 8.4.2 the time he commenced work;
- 8.4.3 the time of leaving work for that day;
- 8.4.4 the time of any leave of absence from work in terms of this Agreement;
- 8.4.5 overtime worked; and
- 8.4.6 Public Holidays worked.
- 8.5 If an Employee is unable to read or write, the Employer may on behalf of the Employee make and sign the necessary entries in the attendance register.

- 8.6 Each entry in any register required to be kept by an Employer in terms of this clause 8, shall be:
- 8.6.1 recorded in ink or ball point pen, but not in pencil;
- 8.6.2 accurate in all material respects.
- 8.7 Every register required to be kept by an Employer in terms of this clause 8 shall be:
- 8.7.1 kept in the Establishment at all times and be made available to a Designated Agent of the Council upon request; and
- 8.7.2 retained by the Employer for a period of three years from the date of the last entry in it.

9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT

- 9.1 The Council shall be responsible for the administration and enforcement of the provisions of this Agreement and may issue rulings in accordance with this Agreement,
- 9.2 The Council and / or any of its officials, Employees, and agents shall incur no liability whatsoever for any act executed in accordance with the provisions of this Agreement and:
- 9.2.1 in respect of any representation made as to practice, procedure or law; and
- 9.2.2 for any ruling as referred to in clause 9.1 above and/or interpretation of this Agreement.
- 9.3 The Council may from time to time determine any forms which may be required to be completed by the persons mentioned in sections 31 and 32 of the Act, in order to facilitate compliance with any provisions of this Agreement.

- 9.4 All Employers shall be obliged to furnish the Council with a remittance advice or other written documentation, as may be determined by the Council from time to time, indicating such information that the Council in its sole discretion may require, including but not limited to the number of Employees employed in an Establishment, the Basic salary or wages paid to Employees and payment made for and on behalf of Employees.
- 9.5 Should an Employer be in default of its obligations in terms of this Agreement, all monies paid to the Council by virtue of the provisions of this Agreement shall:
- 9.5.1 first be allocated to settle the oldest debt in full on a monthly basis i.e. all of the oldest arrears for a specific month will first be settled where after the balance, if any, will be allocated to the month/s thereafter on the basis that all contributions for a specific month will be settled in full before moving to the next month:
- 9.5.2 be allocated to the under mentioned beneficiaries in the following order of preference:
- 9.5.2.1 Pension / Provident fund;
- 9.5.2.2 Union Fees;
- 9.5.2.3 EOHCB Fees;
- 9.5.2.4 Council Fees;
- 9.5.2.5 Sick Pay Fund;
- 9.5.2.6 Sick Benefit Fund;
- 9.5.2.7 Agency fees;
- 9.5.2.8 Bargaining levy;
- 9.5.2.9 Basic Council Fee (Only Area A);

9.5.2.10	Minimum Council Fee (Only Area A);
9.5.2.11	Penalties;
9.5.2.12	RD Fees;
9.5.2.13	Legal Fees;
9.5.2.14	Interest on Pension Fund/Provident Fund

- 9.5.3 Should the payments received from Employers not specify a specific beneficiary, the payment so received will be allocated to the next beneficiary in the aforesaid order and so on until the payments received are sufficient to settle a beneficiary in full;
- 9.5.4 once the aforesaid allocations have been made, the Council will proceed to pay the beneficiaries, recorded in clause 9.5.2 above, accordingly;
- 9.5.5 the remittance advice or written document dispatched by the Employer to the Council on the date of payment shall indicate in respect of which Employees payment was made, for which beneficiary, what amount towards each beneficiary and time period for which the payment is made.
- 9.6 Every Employer shall be obliged to make available a legible copy of this Agreement to its Employees in the Establishment, which shall be readily accessible.
- 9.7 Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found to be vague or invalid or unenforceable, that term shall be treated as pro non scripto and shall in no way affect the validity of the remaining terms and provisions hereof.

- 9.8 An Employer shall afford an Employee, who is a representative or alternate of the board of the Council reasonable opportunity to attend to or execute his or her duties as representative or alternate of the board.
- 9.9 Any person who is obliged to give notice to the Council in accordance with the provisions of this Agreement shall do so in a manner as to ensure that the Council receives such notice. The person that dispatches the notices shall bear the onus to prove that it was dispatched.

10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

- 10.1 If any person upon whom this Agreement is binding in terms of sections 31 and 32 of the Act, fails, neglects or refuses to comply with any provision of this or any other collective agreement concluded in the Council, the Council shall have the right to enforce such provision by any means permitted by any law or practice and may in addition resort to either one or both of the following remedies:
- 10.1.1 use any means permitted by law to enforce compliance with this Agreement; or
- 10.1.2 regard the non-compliance as a dispute within the meaning of clause 13, and to resolve the dispute as provided for in the Council's Constitution.
- 10.2 A designated agent who has reasonable grounds to believe that an Employer, or Employee has not complied with the provisions of this Agreement may issue a compliance order.
- 10.3 A compliance order shall set out:-
- 10.3.1 the name of the Employer or Employee and location of every workplace to which it applies;
- 10.3.2 the provisions of this Agreement that the Employer or Employee has not complied with and the details of such non-compliance.

- 10.3.3 any amount that the Employer or Employee is required to pay to an Employer or Employee or the Council;
- any previous settlement agreement entered into by the Employer or Employee and the failure by the Employer or Employee to comply with such settlement agreement;
- 10.3.5 any steps that the Employer or Employee is required to take including, if necessary, to cease the contravention in question and the period of time within which such action should be ceased.
- 10.4 A designated agent must deliver a copy of the compliance order to the Employer or Employee reflected on such order and, to each Employer or Employee effected by it or, if this is impractical, a representative of the Employer or Employee.
- 10.5 The Employer or Employee must display a copy of the compliance order prominently at a place assessable to the effective Employer or Employee at the workplace reflected on such order.
- 10.6 An Employer or Employee must comply with the compliance order within the time period stated in the order unless the Employer or Employee objects thereto in terms of the procedure stated herein below.
- 10.7 The failure to deliver a copy of the compliance order to the Employer or Employee, or their representatives shall not make the compliance order invalid.
- 10.8 An Employer or Employee may object to a compliance order by making representations to the CEO within 7 (seven) days of receipt of the order.
- 10.9 If the Employer or Employee shows good cause at the time, the CEO may permit the Employer or Employee to object to the compliance order after the aforesaid 7-day period has expired.
- 10.10 After consideration, any representation by the Employer or Employee and any other relevant information, the CEO:-

- 10.10.1 may confirm, modify or cancel an order or any part of an order; and
- 10.10.2 shall specify the period within which the Employer or Employee is to comply with any part of an order that has been confirmed or modified.
- 10.11 The information that the CEO shall consider includes:-
- 10.11.1 any evidence concerning the Employer or Employee's compliance record;
- 10.11.2 the likelihood that the Employer or Employee was aware of the relevant provisions; and
- 10.11.3 the steps taken by the Employer or Employee to ensure compliance with the relevant provisions.
- 10.12 In the event of the CEO modifying or confirming the order, the CEO shall cause to serve a copy of the order so modified or confirmed on the Employer or Employee and on each Employer or Employee affected by it or, if in practical, on the Employer or Employee's representative.
- 10.13 If the CEO confirms or modifies the order or any part of the order, the Employer or Employee must comply with that order within the time period specified in the order.
- 10.14 The failure to deliver a compliance order so modified or confirmed to the Employer or Employee, or their representatives, shall not make the compliance order invalid.
- 10.15 An Employer or Employee who is not satisfied with the CEO's compliance order may refer the matter to Arbitration within 7 (seven) days after the compliance order was received from the CEO.
- 10.16 If the Employer or Employee has not complied with the compliance order and has not referred the matter to Arbitration in terms of clause 10.15 above, the CEO may refer the matter to Arbitration.

11. DESIGNATED AGENTS

- 11.1 The Minister may, on request of the Council, appoint any person as a designated agent in terms of section 33 of the Labour Relations Act, 1995 to promote, monitor and enforce compliance with this Agreement.
- 11.2 A designated agent of the Council:
- 11.2.1 may secure compliance with this Agreement by amongst others:
- 11.2.1.1 conducting inspections;
- 11.2.1.2 investigating complaints; or
- 11.2.1.3 any other means the Council may adopt.
- 11.2.2 may perform any other functions that are conferred to or imposed on the agent by the Council;
- 11.2.3 shall have all the powers set out in Schedule 10 of the Labour Relations Act, 1995;
- 11.2.4 may issue a compliance order requiring any person to comply with this Agreement within the time period stated in the compliance order.

12. CO-OPERATION WITH DESIGNATED AGENTS

- 12.1 The Council shall employ the services of Designated Agents, appointed in terms of section 33 of the Labour Relations Act, 1995 to promote, monitor and enforce the compliance with the provisions of this Agreement.
- 12.2 Every Employer Manager or Manageress and Employees of an Establishment shall truthfully and to the best of their ability co-operate with a Designated Agent in the execution of the Designated agent's duties.

- 12.3 The provisions of the Agreement shall not be enforced against a Legal Owner operating within the Industry, which, for purposes of this Agreement, shall be defined as any person, partnership, enterprise or entity of whatsoever nature that:-
- 12.3.1 conducts hairdressing or cosmetology or beauty or skincare services from an Establishment, the premises of which is either owned by the Proprietor, hired from the owner of such premises, hires from any other person that has the right to occupy such premises, or occupies such premises by virtue of an agreement concluded with the owner of such premises or any other person that has the right to occupy such premises; and
- 12.3.2 either trades under his/her/its own name or under the name and style of the Establishment or that of any other Employer or legal owner; and
- 12.3.3 employs no Employees; and
- 12.3.4 may include persons that are normally referred to in the hairdressing industry as rent-a-chair.
- 13. PROCEDURE FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATION
- 13.1 Subject to section 127, read with section 188A of the Labour Relations Act, 1995:
- 13.1.1 a dispute which may arise in the Industry and which, in terms of the Labour Relations Act, 1995, must be referred to a Council, as defined in the Act, or
- 13.1.2 a dispute involving the interpretation or application of this Collective Agreement, or any other Collective Agreement concluded in the Council; must be dealt with in terms of the procedure set out in clauses 14 to 29, inclusive, of the Council's Constitution.

- 13.2 The provisions of clause 13 of this Agreement apply to all persons upon whom this Agreement is binding in terms of sections 31 and 32 of the Labour Relations Act, 1995.
- 13.3 If an Employee institutes proceedings an Arbitrator may, at the hearing of the matter, in addition, determine any claim for an amount that is owing to that Employee in terms of this Agreement if:-
- 13.3.1 the claim is referred in compliance with section 191 of the Labour Relations Act, 1995;
- 13.3.2 no compliance order has been issued and no other legal proceedings have been instituted to recover the amount.
- 13.4 A dispute concerning any amount that is owing to an Employee as a result of a contravention of this Agreement may be initiated jointly with a dispute initiated by the Employee over entitlement to severance pay in terms of this Agreement.
- 13.5 If there is a dispute of non-compliance arising out of this Agreement, the Council may refer this dispute to Arbitration by an Arbitrator appointed by the Council.
- 13.6 The Arbitrator so appointed will have the powers of a commissioner in terms of section 142 of the Labour Relations Act, 1995.
- 13.7 Section 138 of the Labour Relations Act, 1995, read with the changes required by the context, applies to any Arbitration conducted in terms of clause 13.5 above.
- 13.8 An Arbitrator conducting Arbitration in terms of clause 13.7 may make an appropriate award including:-
- 13.8.1 ordering a person to pay any amount owing in terms of this Agreement;
- imposing a fine for failure to comply with this Agreement in accordance with section 33A(13) of the Labour Relations Act, 1995;

- 13.8.3 charging a party an Arbitration fee not exceeding R1,500.00;
- 13.8.4 ordering a party to the dispute to pay the costs of the Arbitration;
- 13.8.5 confirming, varying or setting aside a compliance order issued by a designated agent;
- 13.8.6 any award contemplated in terms of section 138(10) of the Labour Relations Act, 1995.

14. STRIKES AND LOCK-OUTS

- 14.1 No person bound by the provision of this Agreement shall engage in a lawful strike or lockout or any other conduct in the furtherance of a lawful strike or lockout in respect of any matter regulated by this Main Collective Agreement.
- 14.2 The Council shall be the only forum for negotiations and conclusion of substantive agreements on remuneration or Basic salaries or wages, and benefits and other conditions of employment between Employers and the Employers' organisation on the one hand and Employees and the trade union on the other hand, for purpose of concluding a collective agreement.
- 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION
- 15.1 For the purposes of defraying the expenses of the Council, every Employer shall be obliged to deduct from the earnings of each Employee and pay to the Council, those deductions reflected in the appropriate column of the Basic salary or wages schedules which are attached hereto as annexure "H".
- 15.2 In addition to the deductions recorded in clause 15.1 above, the Employer shall:
- 15.2.1 deduct from each Employee the levy amount as reflected from time to time in the Basic salary or wages schedules;

- 15.2.2 pay the Employer's contribution to the Council levy as reflected from time to time on the Basic salary or wage schedules.
- 15.3 An Employer shall be obliged to pay the total amounts owned in terms of clauses 15.2.1 and 15.2.2 to the Council not later than the date that is recorded in the Monthly Return form of the Employer;
- 15.4 Notwithstanding that the Council may issue an Employer with a pro-forma Monthly Return form partially completed with the information of the Employer in the Council 's possession, it shall be incumbent upon the Employer to ensure that the information contained therein is accurate, and every Employer shall be obliged to record such amendments on the Staff amendment form as may be necessary to reflect all correct information of the Employer.
- 15.5 Every Employer who employs a member of the trade union shall deduct from the remuneration or Basic salary or wage of that Employee the subscriptions and levies payable to the trade union and pay the subscriptions and levies so deducted, monthly to the Council by not later than the date specified on the monthly return.
- 15.6 Every Employer who is a member of the Employers' Organisation shall be required to pay the monthly subscription and levies charged by that organisation to the Council, by no later than the dates specified on the monthly return.
- 15.7 All amounts payable to the Council in terms of this Agreement may be made by EFT or cheque into the bank account of the Council. The Council may amend its bank details, from time to time, by giving notice to that effect, to each Employer. The Council will not accept any cash payments at any of its offices. Should a cash amount be deposited directly into the bank account of the Council, the Council shall be entitled to charge to the depositor, the cash handling fee or bank costs incurred as a result of such cash payment being made, at a rate of 1.82% of the total amount deposited.

- 15.8 The onus shall be on any person claiming that payment was made to the Council to prove that payment was made.
- 15.9 Any amount that falls due in terms of any provision of this Agreement that is not received in full by the Council by the date specified, the Employer whom is obliged to make payment, shall be liable to pay a penalty calculated at 10% (ten percent) of the outstanding amount for that month which is outstanding.
- 15.10 For the purpose of this clause 15 the date specified means the 7th (seventh) day of the month following the month in respect of which the amount is payable.
- 15.11 The weekly contribution of weekly-paid Employees shall be calculated at the rate of three thirteenths of the monthly contribution.
- 15.12 All amounts stated in the Contribution Schedule exclude VAT.

16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

- 16.1 Every Employer who belongs to the Employers' Organisation shall pay a monthly membership fee in an amount calculated in terms of clause 16.3.
- 16.2 No Employer is compelled to become a member of the Employers' Organisation.
- 16.3 The monthly membership fee shall be set forth in <u>annexure "C"</u> hereto, which membership fee shall escalate per annum, as determined from time to time.
- 16.4 The monthly membership fees may be increased from time to time in the sole and absolute discretion of the Employers' Organisation.
- 16.5 The monthly membership fee shall be paid on or before the 7th (seventh) day of each succeeding month to the Employers' Organisation, care of the Council.

- 16.6 The Council shall prepare an analysis of all amounts received from Employers either by way of membership fees. The Council shall be entitled to deduct or receive a collection fee from the membership fees so collected, expressed as a percentage of the total of fees collected, which percentage will be determined and agreed upon from time to time by the parties to the Council.
- 16.7 The CEO shall cause to deposit all monies received in terms of this clause 16 into the Council's account and at the end of each month pay all membership fees received, to the Employers' organisation.
- 16.8 The Employers' organisation shall arrange for an annual audit of the membership fees received, within six months of its financial year by an auditor who:-
- 16.8.1 conducts the audit in accordance with generally accepted auditing standards;
- 16.8.2 report in writing to the Employers' organisation, and in this report expresses an opinion as to whether or not the Employers' organisation have complied with the provisions of its constitution relating to financial matters.
- 16.9 The Employers' organisation shall submit to the Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 16.8.2, a certified copy of that report.
- 16.10 Any person may inspect the auditor's report submitted to the Council in terms of clause 16.8.2 at the Council's head office.
- 16.11 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- 16.12 Any dispute about the application or interpretation of the provisions of this clause 16 shall be resolved in terms of the provision of the Council's constitution.

- 16.13 Notwithstanding the provisions of clauses 15.2.2 to 15.9 and 16.5 to 16.7 above, the Employers' Organisation, when an Employer is recruited as a new member that is not registered with the Council, and whilst waiting for the Council to attend to the registration of and the submission of a return to the Employer as contemplated in clause 6.1 above or to record such Employer to be a member of the Employers' Organisation and furnish the Employer with a return:-
- 16.13.1 may collect the membership fees directly from such newly recruited Employer until such time that the Employer is properly registered with the Council and has been furnished with a return or the Employer's membership with the Employers' Organisation has been properly captured by the Council and has been furnished with a return; and
- 16.13.2 whilst such membership fees are being collected by the Employers' Organisation, there will be no commission payable to the Council on the membership fees collected.

17. TRADE UNION: MEMBERSHIP FEES

- 17.1 Every Employer shall on a weekly or monthly basis, as the case may be, deduct from the remuneration or Basic salary or wages of its Employees a membership fee, if such Employee is a member of the Trade Union, as determined from time to time by the Trade Union and shall pay such membership fee to the Trade Union, care of the Council, by no later than the 7th (seventh) day of each month following on the month in which the deductions were made.
- 17.2 The Council shall prepare an analysis of all amounts received as membership fees. The Council shall be entitled to deduct a collection fee, expressed as a percentage of the total of membership fees collected, which percentage will be determined and agreed upon from time to time by the parties to the Council.
- 17.3 Employees who are not members of the Trade Union are not compelled to become members of the Trade Union, save for such areas where a Closed Shop agreement may be applicable.

- 17.4 The CEO of the Council shall cause to deposit all monies received in terms of clause 17.1 into the Council's account and at the end of each month, pay all membership fees received, to the Trade Union.
- 17.5 The Trade Union shall arrange for an annual audit of the Union's membership fees, within six months of its financial year by an auditor who shall-
- 17.5.1 conduct the audit in accordance with generally accepted auditing standards;
- 17.5.2 report in writing to the Trade Union, and in this report express an opinion as to whether or not the Trade Union has complied with the provisions of its constitution relating to financial matters.
- 17.6 The Trade Union shall submit to the Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 17.5.2, a certified copy of that report.
- 17.7 Any person may inspect the auditor's report submitted to the Council in terms of clause 17.5.2 at the Council's head office.
- 17.8 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- 17.9 Any dispute about the application or interpretation of the provisions of this clause 17 shall be resolved in terms of the provision of the Council's constitution.
- 17.10 Notwithstanding the provisions of clause 17.1, 17.2 and 17.4 above, should the Trade Union recruit an Employee in the Industry as a new member and whilst waiting for the Council to capture the details of the Employee on its system or to capture the Employee's membership with the Trade Union on its system and, in both events, furnish the Employee's Employer with a return the Trade Union may collect the membership fees directly from the Employee and no commission shall be paid by the Trade Union to the Council in respect of the membership fees so collected.

18. EXEMPTIONS

18.1 General exemption from any provisions of this Agreement

- 18.1.1 An application for the exemption of the provisions contained in this Agreement by a party shall be heard by the Council's Exemption Committee. An application for the exemption of the provisions contained in this Agreement by a non-party shall be heard by an Independent Exemption Committee consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Labour Relations Act, 1995.
- 18.1.2 The Exemption Committee shall consist of 3 (three) persons, 1 (one) each appointed from each of the parties to this Agreement and a Council Employee.
- 18.1.3 An application for exemption shall be in writing and made to the CEO of the Council in the form as set forth in <u>annexure "D"</u> hereto.
- 18.1.4 All applications for exemption shall be supported by such supporting documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.
- The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt by the CEO of the Council.
- 18.1.6 The person or entity moving for the application for exemption ("the Applicant") may request the Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee considers the application, failing which the Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.
- 18.1.7 All applications shall comply with the following, being:-
- 18.1.7.1 it shall be fully motivated;
- 18.1.7.2 be accompanied by the required supporting documentation;

10.1.7.0	will not be considered unless the Employees or their representatives have been properly consulted and their views fully recorded in the application;
18.1.7.4	a presentation reflecting the objectives and strategies to be adopted by the Applicant during the exemption period, to rectify the non-compliance with this Agreement and indicating a time frame for such objectives and strategies to be achieved;
18.1.7.5	the time period for which exemption is required.
18.1.8	In considering an application for exemption, the Exemption Committee shall, amongst others, consider, but shall not be limited to, the following criteria:-
18.1.8.1	the Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted;
18.1.8.2	any special circumstances that may exist;
18.1.8.3	any precedent that might be set as a result of the granting of the exemption;
18.1.8.4	the interest of the sector with specific reference to:-
18.1.8.4.1	unfair competition;
18.1.8.4.2	collective bargaining;
18.1.8.4.3	the dilution of the scope and jurisdiction of the Council.
18.1.8.5	the interest of Employees with specific reference to:-
18.1.8.5.1	exploitation;
18.1.8.5.2	job preservation.
18.1.8.6	the interest of the Applicant with specific regard to:-

18.1.8.6.1 financial stability	y
18.1.8.6.1 financial stability	y

18.1.8.6.2 operational requirements.

18.2 Exemption from Pension Fund

- 18.2.1 Should an application for exemption be moved for, for exemption from the HSBI Pension Fund, the following information and/or documentation, in addition to those set forth in clause 18.1 above shall be provided by the Applicant, being:-
- 18.2.1.1 written confirmation that Employees are members of the *alternative* pension fund;
- 18.2.1.2 written confirmation that the *alternative* fund is a registered pension fund in terms of the Pension Fund Act ("*PFA*");
- 18.2.1.3 a pension exemption application form duly completed by the broker of the alternative pension fund;
- the extent of monthly contribution of each member towards the *alternative* pension fund and proof that the contribution of both the Employer and Employee are made.

18.3 Appeals

- 18.3.1 In accordance with the provisions of the Labour Relations Act, 1995 the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals from both a party or non-party against a refusal of a party or non-party's application for exemption from the provisions of this Agreement and the withdrawal of such exemption by the Council.
- 18.3.2 An Applicant may lodge an appeal with the Council against the Exemption Committee's refusal for exemption or the withdrawal of exemption, which appeal shall be lodged within 14 (fourteen) calendar days of the Applicant

- being notified in writing of the exemption being refused or being withdrawn, as the case may be.
- 18.3.3 The Exemptions Committee shall hear, decide and inform the applicant and the Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 18.3.4 Any appeal shall be in writing and shall contain the following:-
- 18.3.4.1 grounds of appeal;
- 18.3.4.2 all supporting documentation which will be used in support of the appeal;
- 18.3.4.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.
- 18.3.5 Any appeal may be amplified by oral argument.
- 18.3.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 18.1.8 above.
- 18.3.7 The Exemption Appeal Body's finding on appeal shall be in writing and shall be made available to the Applicant.
- 18.3.8 The Exemption Appeal Body shall consist of at least 1 (one) Commissioner accredited in accordance with the provisions of section 128 of the Labour Relations Act, 1995 from the panel approved by the Council from time to time.

18.4 The granting of exemption or withdrawal thereof

- 18.4.1 When exemption is granted by the Exemption Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify:-
- 18.4.1.1 any conditions subject to which the exemption is granted;
- 18.4.1.2 the period during which the exemption is to operate;

- 18.4.1.3 the circumstances, if any, in which the exemption may be withdrawn.
- 18.4.2 The CEO shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the:-
- 18.4.2.1 full name of the person/s in whose favour exemption is granted;
- 18.4.2.2 provisions of this Agreement from which exemption are granted;
- 18.4.2.3 conditions subject to which exemption is granted;
- 18.4.2.4 period during which exemption is to operate;
- 18.4.2.5 circumstances in which it may be withdrawn, if any.
- 18.4.3 Should circumstances dictate and permit, the Council may withdraw the exemption granted, the CEO of the Council shall notify the Applicant thereof, by furnishing it with at least 7 (seven) days' notice.
- 18.4.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 18.4.3 above.
- 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGES AND AUTHORISED DEDUCTIONS
- 19.1 An Employer shall pay to an Employee a Basic salary or wages not less than the applicable prescribed Basic salary or Wages set forth in annexure "H", as amended from time to time.
- 19.2 Unless the contrary is expressly authorised in this Main Collective Agreement, nothing in this clause 19 shall operate to permit a reduction in the Remuneration or Basic Salary or Wages of an Employee who was receiving, at the date of coming into operation of this Agreement, a Remuneration of Basic Salary or Wage whilst such Employee remains in the employ of the same Employer.

- 19.3 The provisions of clause 19.2 above shall apply to any Employee whose services are terminated by his or her Employer after the date of coming into the operation of this Agreement and who is re-employed by the same Employer within a period of 12 (twelve) months after such Employee's services were terminated.
- 19.4 Any remuneration or Basic salary or wages may be paid to an Employee, either weekly or monthly, as may have been agreed between the Employer and Employee. Should an Employee's services be terminated, for whatsoever reason, prior to the agreed date upon which any remuneration or Basic salary or wages are payable, the remuneration or Basic salary or wages shall be paid by the Employer within 7 (seven) days of the date of termination of the Employee's services.
- 19.5 If payment of the Employee's remuneration or Basic salary or wages is not paid by means of direct deposit or electronic funds transfer, to the bank account of the Employee, the remuneration or Basic salary or wages shall be paid in cash and be placed in a sealed envelope. The Employee shall acknowledge receipt in writing of the cash so received.
- 19.6 Should the Employee's remuneration or Basic salary or wages be paid in cash, payment shall take place at such place where the Employee is actually engaged or employed.
- 19.7 The Employer shall on the date of payment of the remuneration or Basic salary or wages to the Employee, furnish the Employee with a salary advice or written document reflecting the following:
- 19.7.1 the Employer's name and address;
- 19.7.2 the full names and occupation of the Employee;
- 19.7.3 the period for which the payment is made;
- 19.7.4 the Employee's remuneration or Basic salary or wages in money;
- 19.7.5 the amount and purpose of any deduction made from the Employee's remuneration or Basic salary or wages;

- 19.7.6 the actual amount paid to the Employee; and
- 19.7.7 if relevant to the calculation of that Employee's remuneration or Basic salary or wages: —
- 19.7.7.1 the Employee's rate of remuneration or Basic salary or wages and commission and overtime rate;
- 19.7.7.2 the number of ordinary and overtime hours worked by the Employee during the period for which the payment is made;
- 19.7.7.3 the number of hours worked by the Employee on a public holiday during that period.
- 19.8 The salary advice or written information mentioned in terms of clause 19.7 above shall be given to each Employee-
- 19.8.1 at the workplace or at such place agreed to by the Employee; and
- 19.8.2 during the Employee's ordinary working hours or within 15 (fifteen) minutes of the commencement or conclusion of those hours.
- 19.9 An Employer may not make any deduction from an Employee's remuneration or Basic salary or wages unless the deduction-
- 19.9.1 is required or permitted in terms of law, court order, arbitration award or in terms of this Agreement; and / or;
- 19.9.2 is in respect of subscriptions and levies to a union and / or;
- 19.9.3 is in respect of contributions to any benefit fund in terms of this Agreement; and / or;
- 19.9.4 is done in accordance with the provisions of clause 19.10 below; and/ or;

- 19.9.5 the Employee agrees to the deduction in writing.
- 19.10 An Employer may deduct such amount from any amount payable to an Employee to reimburse the Employer against any loss or damage suffered or sustained subject to:
- 19.10.1 the loss or damage occurred in the normal course of the Employee's employment with the Employer and was due to an act or omission of the Employee;
- 19.10.2 the Employer followed a fair procedure and gave the Employee a reasonable opportunity to advance reasons as to why the deductions should not be made;
- 19.10.3 the total amount deducted does not exceed the actual amount of the loss or damage; and
- 19.10.4 the total deductions from the Employee's remuneration or Basic Salary or wages does not exceed one-quarter of the Employee's monthly remuneration or Basic salary or wages.
- 19.11 A deduction in respect of any goods purchased by the Employee shall specify the nature and quantity of the goods.
- 19.12 Any amount deducted from the Employee's Remuneration or Basic Salary of Wages in terms of clause 19.9 above, shall be paid to the beneficiary in whose favour the deduction has been made, in accordance with the time period and other requirements specified in any law, Court order, arbitration award or in terms of this Agreement. All statutory deductions that do not form part of this Main Collective Agreement such as PAYE and UIF shall be calculated on the actual Remuneration received by the Employee. All other deductions to be made in terms of this Main Collective Agreement shall be calculated on the Basic Salary or Wage as prescribed by this Agreement, unless otherwise

- indicated by an agreement entered into by and between the Employer and Employee or any other legislation.
- 19.13 An Employer may not require or permit an Employee to-
- 19.13.1 repay any remuneration or Basic salary or wages except for overpayments previously made by the Employer resulting from an error in calculating the Employee's remuneration or Basic salary or wages; or
- 19.13.2 acknowledge receipt of an amount greater than the remuneration or Basic salary or wages actually received.
- 19.14 For the purposes of clause 19.15 below, "benefit fund" shall be a pension, provident, retirement, medical aid, SPF, SBF or a similar fund, as the case may be. The contributions to the benefit fund will be those as set forth in this Agreement.
- 19.15 Payment of contributions to a benefit fund shall be as follows:
- 19.15.1 any deduction made by an Employer from an Employee's remuneration or Basic salary or wages for purposes of payment to a benefit fund shall pay the amount so deducted to the benefit fund within seven days of the deduction being made.
- 19.15.2 any contribution that an Employer is required to make to a benefit fund on behalf of any Employee (other than that which is deducted from the Employee's remuneration or Basic salary or wages), shall be paid by the Employer to the benefit fund within seven days from the date upon which the Employee's remuneration or Basic salary of wages becomes due;
- 19.16 The time periods specified in this clause 19 shall not affect or deteriorate from any obligation on an Employer in terms of the rules of a benefit fund to make any payment within a shorter period of time.

- 19.17 Remuneration or Basic salary or wages which is payable monthly shall be paid by no later than 12H00 on the last working day of that month.
- 19.18 Payment of remuneration or Basic salary or wages for learners and students, as specified in the Remuneration/Basic Salary/Wage Schedules, shall be as follows:
- 19.18.1 a learner or student who has entered into a learnership or student contract with an Employer and has passed the theoretical, Practical and workplace component, of his / her training at an accredited Training Provider, shall start on the remuneration or Basic salary or wages as specified for Entry level on the Remuneration/Basic Salary/Wage Schedules and the remuneration/Basic salary or wage shall increase to the next level only when a statement of results from the service provider indicating the credits earned for that specific level, for example:-
- a learner or Student who has entered into a learnership or Student contract with an Employer on a Part time basis with an accredited Training Provider prior to entering into a learnership or Student contract shall start on the remuneration or Basic salary or wages as specified for Entry level on the Remuneration/Basic Salary/Wage Schedules. Should the learner or Student pass any subsequent level, his / her remuneration or Basic salary or wages shall increase to the level passed as specified on the Remuneration/Basic Salary/Wage Schedules once a statement of results has been provided to the employer.
- 19.19 For the purposes of clause 19.18.1 for a Learner or Student to have passed a level, means to have passed both the theory and the practical examination for that level.
- 19.20 It shall be incumbent on the Learner or Student employed as envisaged in clause19.18.1 to furnish the Employer with his / her examination results in order to be eligible to move to the next level specified on the Remuneration/Basic Salary/Wage Schedules for purposes of payment of that learner or Student's remuneration or Basic salary or wages.

20. SHORT TIME

- 20.1 An Employer that elects to implement short time must notify in writing all Employees concerned and give at least 1 (one) week notice thereof.
- 20.2 An Employee who is not given the specified notice is entitled to payment of full wages in lieu of notice.
- 20.3 Annual leave shall accrue at the full rate of entitlement during any period that an Employee is required to work short time.
- 20.4 The purposes of this clause 20.4 to clause 20.14 shall be distinguishable from the provisions of clause 20.1 to 20.3 above, in that, for purposes of this clause 20.4 to clause 20.14 "Short Time" shall be defined as the implementation of reduced working time i.e. a lesser number of hours per day or a lesser number of days per week that may be brought about as a result of an Employer being unable to conduct the business activities of an Establishment due to unforeseen circumstances, other than operational requirements within the meaning of section 189 of the Labour Relations Act, 1995.
- 20.5 Only members of the Employers' Organisation i.e. a Party, whose Establishments are duly registered within the meaning of clause 6.1 above and are not disqualified within the meaning of clause 6.4 above, shall be entitled to invoke Short Time.
- 20.6 Should the need arise for an Employer to invoke Short Time, the Employer shall:-
- 20.6.1 furnish the affected Employees and the Trade Union (in so far as the affected Employees are members of the Trade Union) and the Council with 10 (ten) clear calendar days' notice of the intention to invoke Short Time ("the notice period");

- 20.6.2 during the notice period, the Employer shall consult with the Trade Union (through its officials and elected shop stewards) (insofar as Employees are members of the Trade Union) and with Employees who are not members of the Trade Union to, amongst others, discuss the reasons for the Short Time to be invoked, the period of time that the Short Time will be implemented and the effect that the Short Time will have on the working hours of Employees.
- 20.7 During Short Time:-
- 20.7.1 the Employer shall, as far as practically possible, divide work that may be available amongst the Employees that are affected by the Short Time;
- 20.7.2 the Employer shall not be required to pay to the Employees their Basic Salary or Wages, and will only be paid per hour for the time that the Employees actually work;
- 20.7.3 all deductions, excluding subscriptions to the Employers' Organisation and the Trade Union will be paid on a pro-rata basis in respect of time actually worked;
- 20.7.4 an Employer shall furnish the affected Employees and the Trade Union, if applicable, and the Council with 5 (five) clear calendar days' notice of the intention to increase or further reduce working time;
- 20.7.5 whilst not working, the Employee may render services to any other Employer for Remuneration;
- 20.7.6 the affected Employee shall, within 48 (forty-eight) hours after having received notice of the Employer's election to terminate Short Time, return to the workplace to take up their duties.
- 20.8 An Employer shall not be entitled to implement Short Time for a period longer than 6 (six) months unless extraordinary circumstances are present which requires the implementing of Short Time for longer period than 6 (six) months.

- 20.9 In the event of the circumstances causing the Employer to invoke Short Time, be of such nature that it is impossible to furnish the affected Employees and Trade Union (in so far as the affected Employees are members of the Trade Union) with the notice as contemplated in clause 20.6.1, then, in such event, the Employer after having informed the affected Employees and Trade Union (in so far as the affected Employees are members of the Trade Union) of the election to invoke Short Time, may invoke the Short Time with immediate effect ("the Urgent Short Time").
- 20.10 Should the affected Employees that are members of the Trade Union or the Trade Union dispute the necessity to invoke Urgent Short Time ("the dispute"), the dispute shall be escalated to the representatives of respectively the Trade Union and Employers' Organisation in whose area the Establishment is situated ("the representatives").
- 20.11 The representatives shall use their best endeavours, without having to embark on any formal process to resolve the dispute.
- 20.12 In the event of the representatives being unable to resolve the dispute as to whether the circumstances justify Urgent Short Time being implemented, within 72 (seventy-two) hours of the Urgent Short Time being implemented, the dispute shall be escalated by any of the Trade Union or Employers' Organisation to the Council. The Council shall, upon being notified of such dispute, appoint its external legal representative to investigate the dispute adopting any process or proceedings within the sole and absolute discretion of the legal representative, and advise the parties of his or her determination, which will be made within 72 (seventy-two) hours from the dispute being referred to the Council.
- 20.13 The legal representative's determination will be final and binding on the parties.
- 20.14 The process contemplated in clauses 20.9 to 20.13 shall *mutatis mutandis* apply should the affected Employees or Trade Union dispute the Short Time being implemented for a period exceeding 6 (six) months as contemplated in clause 20.8 above.

21. LEAVE

21.1 Annual Leave

- 21.1.1 Annual leave shall fall due on the first working day after completion of each leave cycle.
- 21.1.2 An Employer must grant annual leave equal to the number of days the Employee would ordinarily have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period; it must be paid to the Employee, subject to the provisions of clause 21.1.3 below.
- 21.1.3 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.4 Annual leave shall be taken:
- 21.1.4.1 in accordance with an agreement between the Employer and Employee; or
- 21.1.4.2 if there is no agreement in terms of 21.1.3.1, at a time determined by the Employer.
- 21.1.5 An Employer and Employee may not enter into an agreement in terms of which the Employee forfeits leave against payment by the Employer save:
- 21.1.5.1 on termination of the Employee's employment; and
- 21.1.5.2 in accordance with sections 40(b) and (c) of the Basic Conditions of Employment Act, 1997.
- 21.1.6 In the event of an Employee's death, all leave pay accrued to the Employee at that point in time, shall be paid into the Employee's estate.

- 21.1.7 An Employer may not require or permit an Employee to work during annual leave.
- 21.1.8 Annual leave may not run concurrently with notice of termination of employment or sick leave.

21.2 Maternity Leave

- 21.2.1 No Employer may require or permit any female Employee to work during the period commencing 4 (four) weeks prior to the expected date of birth and ending 13 (thirteen) weeks after the date of birth ("maternity leave").
- 21.2.2 An Employer shall: -
- 21.2.2.1 not be obliged to pay an Employee during maternity leave;
- 21.2.2.2 be obliged to allow an Employee to resume her employment if she reports for duty no later than 13 weeks after the date of birth.
- 21.2.3 Notwithstanding the aforesaid, no Employee may resume her employment, prior to a 6 (six) week period after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 21.3 Union leave.
- 21.3.1. As per each Area below.

22. PERSONAL SERVICES COMMISSION ("PSC")

- 22.1 For purposes of this clause 22 and elsewhere in this Agreement where it is necessary to calculate PSC (leave pay or notice pay or severance pay), PSC will be calculated on the basis of:
- 22.1.1 the average monthly Target Based Commission, calculated over the preceding 12 (twelve) month period as at the date when the calculation is

- applicable (or pro-rata part thereof should the Employee be employed for less than a 12 (twelve) month period); multiplied by
- 22.1.2 the percentage PSC as agreed upon between the Parties to this Agreement i.e., Employers' Organisation and Trade Union; divided by
- 22.1.3 21.67 (twenty-one point six seven) in the event of a 5 (five) day working week or, 26 (twenty-six) in the event of a 6 (six) day working week; multiplied by
- 22.1.4 the number of days annual leave, or notice days in lieu of notice pay or severance pay, payable.
- 22.2 The sum total of the PSC calculated in clause 22.1 above will not be payable in respect of leave taken should:
- 22.2.1 the leave constitutes occasional leave and the normal payment to be made by the Employer to the Employee for the pay month in respect of which the occasional leave is taken, is more than the payment to be made should the aforesaid calculation be applied. For purposes of this clause "pay month" shall be interpreted as the monthly cycle in respect of which an Employee is entitled to receive payment from an Employer, irrespective whether this monthly cycle corresponds with calendar months;
- 22.2.2 the period of leave taken exceeds the statutory leave to which an Employee is entitled to in any 12 (twelve) month cycle of continued employment;
- 22.3 In the absence of any agreement between the Employer and Employee that neither party have to pay notice pay to the other, notice pay in terms of this clause 22 will be payable:
- 22.3.1 by an Employer to an Employee, if the Employee's employment is terminated and the Employer elects that the Employee should not work any notice period; or

- 22.3.2 by an Employee to an Employer, if the Employee's employment is terminated and the Employee elects not to work any notice period. The Employer in such event may deduct the notice pay from any monies payable to the Employee.
- 22.4 The number of days for purposes of calculating:
- 22.4.1 notice pay, will be limited to those set forth in clause 23 below. For purpose of this calculation week shall be 5 (five) days for Employees working a 5 (five) day week and 6 (six) days for Employees working a 6 (six) day week;
- 22.4.2 severance pay, will be limited to those set forth in clause 37 of each Area.
- 22.5 Should Target Base commission earned by the Employee during a pay month when annual leave is taken, be more or equal to the average commission earned by the Employee during the preceding 12 pay months, no PSC shall be payable by the Employer to the Employee. For purposes of this clause "pay month" shall be defined as the normal interval as from the date upon which the last Commission is received until date when the next Commission is payable.
- 22.6 Examples of the calculation set forth in clause 22.1 above, are reflected in annexure "E" hereto.

23. TERMINATION OF SERVICE

- 23.1 An Employer or Employee, other than a Casual Employee, who wishes to terminate the Employee's employment with the Employer, shall be obliged to only give the following period of notice:
- 23.1.1 1 (one) calendar days' notice should termination occur during the 1st (first) month of employment;
- 23.1.2 1 (one) week if the Employee has been employed for a period exceeding 1 (one) month but less than 6 (six) months;

- 23.1.3 2 (two) weeks' notice, if the Employee has been employed for a period exceeding 6 (six) months.
- 23.2 An Employer may waive the notice period by paying to the Employee in lieu of notice not less than:
- 23.2.1 1 (one) calendar day's remuneration or Basic salary or wages if the Employee has been employed for a period of 1 (one) month or less;
- 23.2.2 1 (one) week remuneration or Basic salary or wages if the Employee has been employed for a period exceeding 1 (one) month but not more than 6 (six) months;
- 23.2.3 2 (two) weeks remuneration or Basic salary or wages if the Employee has been employed for a period exceeding 6 (six) months; or
- 23.2.4 in the event of an Employee employed on a commission structure notice pay will, in terms of clause 23.2, be calculated as follows:
- 23.2.4.1 in accordance with the Remuneration/Basic Salary/Wage Schedule for that area, if applicable; plus
- 23.2.4.2 PSC, calculated in accordance with clause 22.
- 23.3 An Employee may terminate his / her employment without written notice by paying to the Employer, in lieu of notice, not less than:
- 23.3.1 1 (one) calendar days' remuneration or Basic salary or wages if the Employee has been employed for a period of 1 (one) month or less;
- 23.3.2 1 (one) week remuneration or Basic salary or wages if the Employee has been employed for a period longer than 1 (one) month but not exceeding 6 (six) months;

- 23.3.3 2 (two) weeks remuneration or Basic salary or wages if the Employee has been employed for more than 6 (six) months.
- 23.4 Nothing contained in this clause 23 shall affect:
- 23.4.1 the right of the Employer or Employee to terminate the employment without notice for any cause recognised by law as sufficient;
- 23.4.2 the right of an Employee to claim that he has been unfairly dismissed.
- 23.5 An Employer may not terminate the services of an Employee during the Employee's temporary absence from work due to illness provided that:
- 23.5.1 the Employer was notified on the first occasion reasonable possible of the Employee falling ill; and
- 23.5.2 a medical certificate explaining the reason for the absence from work is presented to the Employer on the 1st (first) occasion reasonable possible of the Employee falling ill, but no later than on the Employee's return to work.
- 23.6 The notice period may not run concurrently with, and shall not be given during, an Employee's temporary absence due to annual leave, or maternity leave.

24. CERTIFICATE OF SERVICE

24.1 On termination of employment an Employee shall be entitled to a Certificate of Service substantially in the form of <u>annexure "F"</u> hereto.

25. PROHIBITION OF PRIVATE WORK

- 25.1 An Employee, whilst in the employ of an Employer engaged in the rendering of Cosmetology services, excluding Part time Employees, shall not:-
- 25.1.1 solicit clients or render or undertake to render any Cosmetology services other than instructed by his / her Employer;

25.1.2 be directly or indirectly involved in any way or manner whatsoever in any Establishment without the written permission of the Employer.

26. PROVISION OF EQUIPMENT

- 26.1 Save for the equipment recorded in clause 26.2 below, an Employer of an Establishment shall provide all necessary fittings to create an environment to effectively render Cosmetology services in an Establishment.
- 26.2 Each Employee shall provide his or her own equipment to render the Cosmetology services, including but not limited to:-
- 26.2.1 Curling tongs;
- 26.2.2 Flat irons;
- 26.2.3 Scissors;
- 26.2.4 Combs;
- 26.2.5 Hand dryers;
- 26.2.6 Clippers;
- 26.2.7 Blow dryers;
- 26.2.8 Rollers;
- 26.2.9 Pins:
- 26.2.10 Hairclips;
- 26.2.11 Razors;
- 26.2.12 Blades;
- 26.2.13 Neck brushes;

- 26.2.14 Additional Protective garments;
- 26.2.15 Highlight caps and strop;
- 26.3 Should only Barbering services be rendered in an Establishment:-
- 26.3.1 an Employer must provide each Barber with at least:
- 26.3.1.1 1 (one) sterilizing unit containing a solution of at least 40% (forty percent) formalin for the necessary purpose of sterilizing barbering tools, other than shaving brushes; and
- 26.3.1.2 a sterilizing cabinet operation with ultraviolet rays for the same purposes; and
- 26.3.1.3 an antiseptic bath containing a solution equivalent to that of formalin in the ration of 56 (fifty-six) ml to 2,25 (two and a quarter) litres of water for the purpose of sterilizing shaving brushes; and
- a freshly laundered towel for the use of the Barber with each customer, and;
- 26.3.1.5 a liquid, powdered or tube soap or shaving cream, and;
- 26.3.1.6 a supply of clean paper to wipe the tools and in particular the razor after each stropping operation; and;
- 26.3.1.7 a styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool, and
- 26.3.1.8 a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation;
- 26.4 A Barber shall provide his or her own:
- 26.4.1 2 (two) shaving brushes so as to allow for one brush, not in use, to be kept in the antiseptic bath; and

26.4.2 Razors;

26.4.3

26.4.4

Blades;

Neck brushes;

- 26.4.5 Scissors;
- 26.4.6 Combs;
- 26.4.7 Clippers;
- 26.4.8 Additional Protective garment, and
- 26.4.9 Strop

27. UNIFORMS AND PROTECTIVE CLOTHING

- 27.1 An Employer shall provide protective garments in an Establishment.
- 27.2 The costs of any uniforms supplied to Employees shall be borne in equal shares by the Employer on the one side and the Employee on the other side and be returned on the Employee's services with the Employer being terminated for whatsoever reason.

28. LEANERSHIP AND STUDENT CONTRACTS

- 28.1 An Employer may not employ a person as a Learner or Learner hairdresser (also known as an apprentice) unless a learnership contract registered with SSETA or a Student in terms of a student agreement registered with the Council and approved by the Council, has been entered into.
- 28.2 A learnership contract or student agreement shall be:

- 28.2.1 in writing and signed personally by the learner or student and his/her legal guardian in the event of the leaner / student being a minor, the Employer and by the Training Provider;
- 28.2.2 concluded within 90 (ninety) days after the date of commencement of employment;
- 28.2.3 in accordance with the learnership contract prescribed by SSETA or student agreement prescribed by the Council, the latter of which is annexed hereto as **annexure "G"**.
- 28.3 An Employer shall not, directly or indirectly, in any way or manner, receive any counter value of whatsoever nature, from a learner or student, for entering into a learnership contract or student agreement with a learner or student.
- 28.4 The Student shall, on an annual basis, pay a prescribed fee to the Council for purposes of administering the relationship between City and Guilds and the Student.
- 28.5 Learners and Students shall be compelled to become and remain members of the Sick Pay Fund, but shall be exempt from becoming members of the Pension Fund contemplated in clause 29 below and to contribute to the payment of a Council levy, until such time that the Learner / Student entered a Level 4 or has been engaged as a Learner / Student for a period of 30 (thirty) months, whichever happens first in time. For purposes of this clause 28.5 "engaged" shall mean the relationship between the leaner / student and his or her employer by virtue of either a learnership contract or student contract being entered into, which contract will not be deemed to be an employment agreement between the learner / student and his or her employer. The exemption contemplated in this clause 28.5, shall not be applicable to any other category of trainees.
- 28.6 All Learners/ Students shall be registered with the Council and the expenses relating to benefits indicated in this Agreement, shall be deducted by Employers.

- An Employer shall be obliged to afford a Learner or Student time off to attend the courses that a Learner or Student is obliged to attend at a Training Provider as determined by the Leaner ship contract or Student Agreement, entered into with the Employer. The time that the Learner or Student spends at the Training Provider shall form part of the Learner or Student's normal working hours.
- 28.8 A Learner shall only be entitled to the allowances contemplated in schedule 2 of the NMWA if such a Learner has concluded a learnership agreement as postulated in section 17 of the Skills Development Act, Act 97 of 1998 i.e. a learnership agreement:-
- 28.8.1 entered into by and between the Learner, an Employer and an accredited Training Provider; and
- 28.8.2 which agreement is in the prescribed form and is registered in the prescribed manner.
- 28.9 Should a Learner conclude a learnership agreement in terms of section 17 of the Skills Development Act, Act 97 of 1998, the allowances postulated in schedule 2 to the NMWA will be used for purposes of calculating any compulsory contributions to be made in terms of this Main Collective Agreement.

29. PENSION FUND

29.1 Establishment of the fund

- 29.1.1 The Pension Fund, known as the Hairdressing, Cosmetology, Beauty and Skincare Industry Pension Fund (hereinafter referred to as "the Fund") is the successor in the title of the following funds:
- 29.1.1.1 Hairdressing and Cosmetology Industry Provident Fund;
- 29.1.1.2 Natal Hairdressing Scheme;

- 29.1.1.3 Hairdressing, Cosmetology, Beauty and Skincare Industry Fund;
- 29.1.1.4 Bargaining Council for the Hairdressing Trade, Cape Peninsula Provident Fund;

29.2 Contributions to the Fund

- 29.2.1 A member of the Fund shall make a monthly contribution to the Fund ("the Member's contribution") equal to the percentage of his/her Basic salary and wages as set forth in annexure "H" hereto.
- 29.2.2 An Employer shall deduct, on a monthly basis, from the Basic salary and wages of each Employee, the Member's contribution.
- 29.2.3 Every Employer shall on a monthly basis contribute to the Fund ("the Employer's contribution") an amount equal to the percentage of each Employee's Basic salary and wages as set forth in annexure "H" hereto.
- 29.2.4 An Employer shall by no later than the 7th (seventh) day of the month immediately following the month in respect of which the Member's contribution is deducted, pay to the Council, both the Member's contribution and the Employer's contribution and submit, a statement in such a format as prescribed in terms of Section 33 of the Pension Fund Act ("the PFA").
- 29.2.5 No Member's contributions shall be deducted nor Employer's contributions be payable in respect of any period of time during which an Employee is on unpaid leave or unpaid absent as a result of illness or injury on duty, during which no or insufficient payment is due in that payroll cycle to the Employee by the Employer in terms of any provision of this Agreement or under any law.
- 29.2.6 If any amount due and payable in terms of this clause 29 or in terms

of any other provision of this Agreement, is not received in full by the Council on due date thereof, the Employer shall be liable to pay interest on the amount due, as defined in Section 13 of the PFA.

29.2.7 Contributions received by the Council in terms of this clause 29 shall be paid directly to the Fund.

29.3 Membership

29.3.1 Membership of the Fund shall be compulsory for all Employees, excluding Casual Employees, who are employed in the Industry and who are under the age of 60 (sixty) years of age as at the date of commencement of employment.

30. INDEMNITY

30.1 Neither the Council nor any of its Employees shall be liable for any debts or liability of the Fund and are indemnified by the Fund against losses or expenses incurred in the bona fide execution of their duties.

31. COMMISSION AGREEMENT

- 31.1 As per each Area below.
- 31.2 In all Areas where Commission is paid to an Employee without the Employee receiving a Basic Salary or Wage, either by virtue of a Commission Agreement or by virtue of the provisions of this Main Collective Agreement, then, in such event:-
- 31.2.1 the Commission paid shall include the National Minimum Wage as contemplated in schedule 1 to the NMWA; and
- 31.2.2 should the Commission payable to the Employee be less than the National Minimum Wage, as contemplated in schedule 1 of the NMWA, the Employer shall pay to the Employee a Commission of at least the National Minimum

Wage, irrespective whether Commission equal to the National Minimum Wage is due and payable to the Employee by virtue of the provisions of the Commission Agreement or this Main Collective Agreement.

- 31.3 The provisions of clause 31.2 above shall also include any Retail Commission payable to an Employee i.e. any Retail Commission payable to an Employee will be taken into consideration when payment is made to achieve the National Minimum Wage as contemplated in schedule 1 of the NMWA.
- 32. HOURS OF WORK
- 32.1 As per each Area below.
- 33. MEAL INTERVAL
- 33.1 As per each Area below.
- 34. OVERTIME
- 34.1 As per each Area below.
- 35. PUBLIC HOLIDAYS
- 35.1 As per each Area below.
- 36. SICK PAY
- 36.1 The provisions of the Sick Pay Fund ("SPF") rules as set forth in <u>Annexure I</u>, shall apply.
- 37. SEVERANCE OR RETRENCHMENT PAY
- 37.1 As per each Area below.
- 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

- 38.1 As per each Area below.
- 38.2 As from the 1st of January 2019, no person shall be able to become a member of either the Sick Benefit Fund or the Medical Aid Scheme and Medical Insurance Plan, which Fund and Scheme shall continue for existing members thereof only. Should an existing member of either the Fund or the Scheme, terminate their employment relationship with their current Employer and take up Employment with a new Employer, such member may remain a member of the Fund or Scheme, as the case may be, subject to the current member and the new Employer both agreeing to contribute or already both contributing to either the Fund or the Scheme.
- 38.3 As from the 1st of January 2020, the Council will cease to facilitate and administer any Medical Aid Scheme and Medical Insurance Plan for the Industry.

39. BEAUTY AND SKINCARE

39.1 All of the definitions and terms and conditions relating to Beauty and Skincare, set forth in this Agreement, relating to and enforceable in the Republic of South Africa, shall be the same as those definitions and terms and conditions relating to Beauty and Skincare in Area B, excluding the following provinces and magisterial districts, being: the Province of Gauteng, the Province of Free State and the Magisterial Districts of Klerksdorp, Potchefstroom, Kimberley, East London, Humansdorp, Port Alfred, Port Elizabeth and Uitenhage, the Magisterial District of Durban, Inanda and Pinetown.

THE TERMS AND CONDITIONS WHICH ARE AREA SPECIFIC ARE SET FORTH HEREIN BELOW. IN SO FAR AS THERE MAY BE ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT THAT ARE APPLICABLE ON A NATIONAL BASIS I.E. THE TERMS AND CONDITIONS RECORDED ABOVE, AND THOSE THAT MAY BE APPLICABLE TO A SPECIFIC AREA, RECORDED BELOW, THE PROVISIONS WHICH ARE AREA SPECIFIC, SHALL PREVAIL.

AREA A

The Province of Gauteng (excluding the Magisterial Districts of Bronkhorstspruit, Cullinan, Pretoria and Wonderboom), Province of Free State and the Magisterial Districts of Kimberley, East London, Humansdorp, Port Alfred, Port Elizabeth and Uitenhage, the balance of all the Magisterial Districts of the Eastern Cape Province, balance of all the Magisterial Districts of the Northern Cape Province and all the Magisterial Districts of the North West Province (excluding the Magisterial Districts of Brits, Rustenburg and Mankwe)

1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement, applies.

4. DEFINITIONS

Save for the definition of a Part Time Employee and the provisions relating thereto, as set forth below, the balance of the definitions of the National Agreement above, applies.

Part time employees

- 4.1 The working hours of part-time Employees shall be as follows:
- 4.1.1 a part-time Employee employed for 1 (one) day per week may not be employed for more than 9 (nine) hours per day;

- 4.1.2 a part-time Employee employed for 2 (two) days per week may not be employed for more than 9 (nine) hours per day and not more than 18 (eighteen) hours per week;
- 4.1.3 a part-time Employee employed for 3 (three) days per week may not be employed for more than 9 (nine) hours per day and not more than 27 (twenty-seven) hours per week.
- 4.2 The daily rate of remuneration shall be calculated on the basis that part-time Employees employed for 1 (one) day per week shall receive the prescribed Basic salary and wages divided by 26 (twenty-six) which shall constitute the daily rate.
- 4.3 For purposes of this clause 4 where annual leave is referred to in Area A, "Annual leave cycle", means a period of 12 (twelve) months employment with the same Employer, immediately following an Employee's commencement of employment or the completion of that Employee's prior annual leave cycle.
- 4.4 The leave of part-time Employees shall be as follows:
- 4.4.1 a part-time Employee shall be entitled to 1 (one) working day's leave for every 17 (seventeen) days worked;
- 4.4.2 a part-time Employee employed for 1 (one) day per week shall be entitled to 3 (three) working days' leave per 12 (twelve) month cycle;
- 4.4.3 A part-time Employee employed for 2 (two) days per week shall be entitled to 6 (six) working days' leave per 12 (twelve) month cycle;
- 4.4.4 A part-time Employee employed for 3 (three) days per week shall be entitled to 9 (nine) working days' leave per 12 (twelve) month cycle;
- 4.5 A part-time Employee who has completed 5 (five) continuous years of service with the same Employer, shall be entitled to the leave as follows:

- 4.5.1 If employed for 1 (one) day per week; 4 (four) working days per Annual leave cycle;
- 4.5.2 if employed for 2 (two) days per week, 8 (eight) working days per Annual leave cycle;
- 4.5.3 if employed for 3 (three) days per week; 12 (twelve) working days per Annual leave cycle.
- 4.6 The provisions of the SPF rules shall apply to sick pay payment to Part-time Employees in this Area.
- 5. REGISTRATION OF AN ESTABLISHMENT
- 5.1 The provisions of the National Agreement above, applies.
- 6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT
- 6.1 The provisions of the National Agreement above, applies.
- 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL
- 7.1 The provisions of the National Agreement above, applies.
- 8. KEEPING OF RECORDS BY EMPLOYER
- 8.1 Every Employer shall be obliged to record the time of commencement and termination of each meal break or of the day off in lieu of a meal break.
- 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT
- 9.1 The provisions of the National Agreement above, applies.
- 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

- 10.1 The provisions of the National Agreement above, applies.
- 11. DESIGNATED AGENTS
- 11.1 The provisions of the National Agreement above, applies.
- 12. CO-OPERATION WITH DESIGNATED AGENTS
- 12.1 The provisions of the National Agreement above, applies.
- 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS
- 13.1 The provisions of the National Agreement above, applies.
- 14. STRIKES AND LOCK-OUTS
- 14.1 The provisions of the National Agreement above, applies.
- 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION
- 15.1 For the purposes of defraying the expenses of the Council, every Employer shall be obliged to deduct from the earnings of each Employee those deductions reflected in the appropriate column of the Contribution Schedule attached hereto, and to be read as if incorporated herein.
- 15.2 In addition to the deductions recorded in clause 15.1 above, the Employer shall:
- 15.2.1 pay the basic Establishment charge for each Establishment owned or operated by an Employer indicated in the Contribution Schedule;
- 15.2.2 pay the contribution payable by the Employer per Employee indicated in the appropriate column of the Contribution Schedule;

- 15.3 Should the total of the amounts specified in clauses 15.1 and 15.2, be less than the total minimum charge specified in the Contribution Schedule, the Employer shall pay the total minimum charge specified in the Contribution Schedule.
- 16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES
- 16.1 The provisions of the National Agreement above, applies.
- 17. TRADE UNION: MEMBERSHIP FEES
- 17.1 The provisions of the National Agreement above, applies.
- 18. EXEMPTIONS
- 18.1 The provisions of the National Agreement above, applies.
- PAYMENT, CALCULATION OF BASIC SALARY OR WAGE AND AUTHORISED DEDUCTIONS
- 19.1 Remuneration or Basic Salary or Wages which are payable weekly shall be paid by no later than the close of business on the Friday of each week. If the Friday is a Public Holiday, payment shall be made by no later than the close of business on the preceding Thursday.
- 19.2 Remuneration or Basic salary or wages shall be calculated as follows:
- 19.2.1 for purposes of calculating the remuneration or Basic salary or wages of an Employee by time, an Employee shall be deemed ordinarily to work:-
- 19.2.1.1 45 (forty-five) hours in a week unless the Employee ordinarily works less than 45 (forty-five) hours in a week, in which event it will be calculated on the actual hours worked;
- 19.2.1.2 9 (nine) hours in a day, or 7.5 (seven and a half) hours in the case of an Employee who works for more than 5 (five) days a week, or the number of hours that an Employee works in a day in terms of an agreement concluded in accordance with section 11 of the Basic Conditions of

Employment Act, 1997, unless the Employee ordinarily works a lesser number of hours in a day, in which event it will be calculated on the actual hours worked:

- 19.3 An Employee's monthly remuneration shall be four and one-third times the Employee's weekly wage;
- 19.4 The time periods mentioned in clause 19.2 above shall include any time period:
- 19.4.1 prior to the coming into effect of this Agreement;
- 19.4.2 during maternity leave, permitted in terms of this Agreement;
- 19.4.3 during which the Employee's services are terminated and the Employee is re-employed by the same Establishment or Employer, subject to the time period between the termination and re-employment not exceeding 90 (ninety) days.
- 19.5 After an Employee has been in the continuous service with the same Establishment or the same Employer/s:-
- 19.5.1 for a period of 5 (five) consecutive years of service, the Employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 5% (five percent) of the prescribed monthly basic salary for that category of Employee;
- 19.5.2 for a period of 10 (ten) consecutive years of service, the Employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 10% (ten percent) of the prescribed monthly basic salary for that category of Employee.
- 19.6 The provisions of clause 19.5 shall not apply to any beauty or skincare category.
- 19.7 Remuneration or Basic salary or wages specified for an Employee, in the schedules to this Agreement, who earns only commission and no Basic

Salary or wages, shall be exclusively for the purpose of calculating public holiday pay, leave pay, sick pay, UIF contributions, and contributions to all funds envisaged in this Agreement.

19.8 The Basic salary or wages payable in respect of this Area, is set forth in annexure "H".

20. SHORT-TIME

20.1 The provisions of the National Agreement above, applies.

21. LEAVE

21.1 Annual Leave

- 21.1.1 Every Employee except a Casual Employee shall be entitled, after 12 (twelve) consecutive months' service with the same Employer ("leave cycle"), to 3 (three) weeks' leave on full pay. The 3 (three) weeks shall consist of 18 (eighteen) working days.
- 21.1.2 An Employee who has completed 5 (five) continuous years' service with an Employer, though not necessarily with the same Employer, shall be entitled, on completion of the 5th (fifth) year of employment, to 24 (twenty-four) working days' leave, on full pay.
- 21.1.3 An Employee who is dismissed by an Employer 3 (three) months prior to the completion of 5 (five) years' continuous service and who is, within 30 (thirty) days after the completion of the 5 (five) year period, re-employed by the same Employer, shall be entitled to the 24 (twenty-four) working days' leave, as envisaged in clause 21.1.2 above.
- 21.1.4 An Employer must grant annual leave equal to the number of days the Employee would ordinary have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.5 below.

- 21.1.5 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.6 Annual leave shall be taken:-
- 21.1.6.1 in accordance with an agreement between the Employer and Employee; or
- 21.1.6.2 if there is no agreement in terms of 21.1.6.1 at a time determined by the Employer;
- 21.1.7 An Employer and Employee may not enter into an agreement in terms of which the Employee forfeits leave against payment by the Employer save:
- 21.1.7.1 on termination of the Employee's employment;
- 21.1.7.2 when an Employee's employment is terminated prior to the completion of the leave cycle, the Employee shall be entitled to one 1 (one) day for every 17 (seventeen) days worked when the employment was terminated in respect of each completed week of employment. An Employee shall not be entitled to any leave pay if he / she worked for an Employer for less than 4 (four) weeks; and
- 21.1.7.3 as provided for in clause 21.1.4.

21.2 Family Responsibility Leave

- 21.2.1 An Employer shall be obliged to give the father of a new-born child 3 days paternity leave as per the provisions of the National Agreement above.
- 21.2.2 During each leave cycle, an Employee shall be entitled to 3 (three) days' paid leave, which the Employee shall be entitled to take:
- in terms of 21.2.1 when the Employee's child is born the provisions of the National Agreement above, applies.

21.2.2.2 when the Employee's child is sick.

21.3 Compassionate Leave

- 21.3.1 An Employer shall grant an Employee, during each leave cycle, a maximum of 6 (six) days' paid leave, which the Employee shall be entitled to take on the death of any of the Employee's Immediate family.
- 21.3.2 Compassionate leave shall commence upon request of the Employee, but not prior to the day of the death and shall end (6) six working days thereafter.
- 21.3.3 An Employee shall be entitled to full pay whilst being on compassionate leave.
- 21.3.4 An Employee shall be obliged to present proof, to the reasonable satisfaction of the Employer, indicating the death and/or that the deceased is immediate family. If a dispute arises between the Employer and Employee as to the reasonableness of the proof tendered by the Employee, the CEO of the Council shall act as referee, whose decision shall be final and binding.
- 21.3.5 An Employer shall be obliged to afford an Employee compassionate leave on the death of any relative of an Employee, who is not Immediate family subject to:-
- in the event of compassionate leave being granted in terms of clause 21.3.5 the Employee shall be entitled to compassionate leave of 1 (one) day; but the Employer shall not be obliged to pay the Employee for that day;
- 21.3.5.2 an Employee shall be obliged to produce proof to the reasonable satisfaction of the Employer as to the fact of the death and the fact that the deceased is a relative;

- 21.3.5.3 if a dispute arises as to the reasonableness of the proof tendered by the Employee, the CEO of the Council shall act as referee whose decision shall be final and binding;
- 21.3.6 The provisions of clauses 21.3.1 to 21.3.5 shall apply only to Employees who:
- 21.3.6.1 have been in the employ of an Employer for longer than 4 (four) months; and
- 21.3.6.2 worked for at least 4 (four) days a week for that Employer.
- 21.3.7 Subject to clause 21.3.8, an Employer shall pay to an Employee, for a day's family responsibility leave taken in terms of 21.2.1 and 21.2.2 or compassionate leave taken in terms of 21.3.1 to 21.3.5, as follows:-
- 21.3.7.1 the remuneration or Basic salary or wages the Employee would ordinarily would have received for work on that day; and
- 21.3.7.2 payable on the Employee's usual pay day.
- 21.3.8 An Employee may take family responsibility leave in respect of the whole or part of a day.
- 21.3.9 Before paying an Employee for leave in terms of clause 21.2 and 21.3, an Employer may require reasonable proof of an event referred to in clauses 21.2.2 and 21.3.1 for which the leave is required.
- 21.3.10 An Employee's unused entitlement to leave in terms of clauses 21.2 and 21.3 shall lapse at the end of each leave cycle in which it accrues.
- 21.3.11 This Agreement may vary the number of days and the circumstances under which leave is to be granted in terms of clauses 21.2 and 21.3.

21.4 Union Leave

- 21.4.1 Subject to reasonable conditions, a trade union representative is entitled to take reasonable time off with pay during working hours:-
- 21.4.1.1 to perform the functions of a trade union representative; and
- 21.4.1.2 to be trained in any subject relevant to the performance of the functions of a trade union representative.

22. PERSONAL SERVICES COMMISSION (PSC)

- 22.1 For purposes of the calculation set forth in clause 22 of the National Agreement above, the undermentioned percentages will be used in Area A, in accordance with the example set forth in **annexure** "E" hereto, being:
- 22.1.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31st of May 2024;
- 22.1.2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and
- 22.1.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

26. PROVISION OF EQUIPMENT

26.1 The provisions of the National Agreement above, applies.

27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

31. COMMISSION AGREEMENTS

- 31.1 An Employer that is obliged to pay commission, of whatsoever nature, to an Employee by virtue of the provisions of this Agreement or should an Employer and Employee voluntary enter into an agreement in terms of which such commission will be payable, the terms and conditions in respect of which commission will be paid shall be recorded in a written agreement concluded between the Employer and Employee.
- 31.2 An Employer shall within, 7 (seven) days of being requested to do so, furnish the Council with a copy of the Commission Agreement concluded with any Employee.

- 31.3 The failure by an Employer and Employee to record the terms and conditions of a Commission Agreement in writing, as stated in clause 31.1 above, shall not deteriorate from the Employer's obligation to pay Commission to the Employee.
- 31.4 Irrespective whether a Commission Agreement has been reduced to writing, an Employer shall pay the prescribed Commission to a Hairdresser / Hairstylist which will be calculated as follows:-
- 31.4.1 the Commission shall be calculated on turnover;
- 31.4.2 for purposes of calculating the turnover:-
- 31.4.2.1 VAT shall be deducted if the Establishment is registered for VAT; and
- 31.4.2.2 loyalty card contributions including, but not limited, to SAMBA and Pretorium Trust shall be deducted.

Commission payable to Employees on retail sales shall be calculated in accordance with the terms and conditions of commission agreements relating to retail sales entered into by and between an Employer and Employee, which Commission shall not be less than 5% after deduction of VAT, if applicable.

- 31.5 In the event of an Employer being unable or failing to produce the necessary documentation that is used to calculate the commission payable to an Employee, any documentation produced by the Employee indicating the commission payable shall constitute *prima facie* proof of the commission payable by the Employer to the Employee, unless the contrary is proven.
- 31.6 The Commission payable in terms of this clause 31 shall be:
- 31.6.1 30% (thirty percent) in respect of North-West, Free State, all the Magisterial Districts of the Eastern Cape Province and Kimberley;
- 31.6.2 40% (forty percent) in respect of the balance of Area A.

- 31.7 A Qualified stylist in this Area A, shall not be entitled to any Basic salary or wages in addition to the Commission paid in terms of this clause 31.
- 31.8 The Basic salary or wages in respect of Hairdresser / Hairstylist Qualified in Area A, shall be used for purposes of calculating PSC, Pension fund contributions, Sick Pay Fund contributions, Notice Pay and Severance Pay, or in the event that exemption is granted in favour of an employer not to pay the Commission in terms of clause 31.6 above, but a different Commission as provided for.

32. HOURS OF WORK

- 32.1 The ordinary hours of work of an Employee may not exceed 45 (forty-five) hours, or 6 (six) days (including a Sunday), per week.
- 32.2 An Employee may not be permitted or required to work in excess of 9 (nine) hours per day, for 6 (six) days per week.
- 32.3 All hours of work of an Employee shall be consecutive, except for meal intervals.
- 32.4 The hours of work of each day shall be subject to the following -:
- 32.4.1 each Employee shall be entitled to at least a 30 (thirty)minute meal interval between 10H00 and 14H00;
- 32.4.2 no Employee may be required or permitted to work for more than a continuous 5 (five) hours period without an uninterrupted meal interval;
- 32.4.3 periods of work interrupted by an interval of less than 15 (fifteen) minutes shall be deemed to be continuous;
- 32.5 A Learner or Student shall be entitled to the same time off as any other Employee.

33. MEAL INTERVAL

- 33.1 In exchange of the 30 (thirty) minute meal interval each day, an Employer and Employee may agree, at the time of commencement of employment; that the Employee shall be given a day off per week, subject to the following:
- 33.1.1 if the day off falls on a Public holiday, the Employee shall forfeit it;
- 33.1.2 if the day off does not fall on a Public holiday, the Employee shall have the benefit of both days;
- 33.1.3 it may only be agreed upon at the Employee's commencement of employment and no other time during the period of employment.

34. OVERTIME

34.1 An Employee, with the exception of an Employee employed in terms of a commission agreement, may be required to work overtime on not more than 3 (three) days per week and for not more than 10 (ten) hours in any week. Payment for overtime shall be at the rate of 1.5 (time and a half) for the hours worked.

35. PUBLIC HOLIDAYS

- 35.1 An Employee shall not work on a Public holiday unless both Employer and Employee have consented thereto.
- 35.2 Should a Public holiday fall on a day on which an Employee would ordinarily work, an Employer shall pay:
- 35.2.1 to an Employee who does not work on the Public holiday, at least the remuneration or Basic salary or wages that the Employee would ordinarily have received for a normal working day;
- an Employee who does work on the Public holiday at least double the amount referred to in clause 35.2.1; or

- 35.2.3 if it is greater, the amount referred to in clause 35.2.1 plus the amount earned by the Employee for the time worked on that day.
- 35.3 If an Employee works on a Public holiday being a day that the Employee would not ordinarily work, the Employer shall pay that Employee an amount equal to:
- 35.3.1 the Employees' ordinary daily remuneration or Basic salary or wage; plus
- 35.3.2 the amount earned by the Employee for the work performed that day, whether calculated by reference to time worked or by any other method.
- 35.4 Any payment to be made by the Employer to the Employee in terms of this clause 35, shall be made on the Employee's usual pay day.
- 35.5 If a shift worked by an Employee falls on both a Public holiday and an ordinary work day, the whole shift shall be deemed to have been worked on the Public holiday notwithstanding the aforesaid and should the greater portion of the shift that was worked on the ordinary work day, the whole shift shall be deemed to have been worked on the ordinary work day.
- 35.6 In terms of section 2(2) of the Public Holidays Act, 1994 (Act No. 36 of 1994) as amended, a Public holiday is exchangeable for any other day which is fixed by agreement or agreed to between the Employer and the Employee.

36. SICK PAY

36.1 The provisions of the SPF rules shall apply in this Area.

37. SEVERANCE OR RETRENCHMENT PAY

37.1 An Employer that terminates the services of one or more Employees as a result of operational requirements shall be obliged to pay each Employee the following remuneration or Basic salary or wages in lieu of severance pay:

- 37.1.1 1 (one) day's remuneration or Basic salary or wages if the Employee has been employed for a period of 1 (one) month or less;
- 37.1.2 6 (six) days' remuneration or Basic salary or wages for each completed year of service or part thereof for an Employee who has been employed for a period less than 5 (five) consecutive years;
- 37.1.3 7 (seven) days' remuneration or Basic salary or wages for each completed year of service or part thereof for an Employee who has been employed for more than 5 (five) but less than 10 (ten) consecutive years;
- 37.1.4 8 (eight) days' remuneration or Basic salary or wages for each completed year of service or part thereof for an Employee who has been employed for 10 (ten) consecutive years or more;
- 37.1.5 in the event of an Employee who is employed on a commission-only structure, severance or retrenchment pay, in terms of clause 22 above, shall be calculated:
- 37.1.5.1 in accordance with the Remuneration/Basic Salary/Wage Schedules for that Area; plus
- 37.1.5.2 the following percentages of their Average PSC (Personal Services Commission) earned in the past 12 months, being:
- 37.1.5.2.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31st of May 2024;
- 37.1.5.2.2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and
- 37.1.5.2.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

37.2 An example of the calculation envisaged in this clause 37 is reflected in annexure "E".

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this area.

AREA B

The Magisterial Districts of Cullinan, Pretoria, Wonderboom, Bronkhorstspruit, Rustenburg, Brits, Mankwe and the Limpopo and Mpumalanga Provinces.

1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement above, applies.

4. DEFINITIONS

Save for the definition of a "Part Time Employee" and the provisions relating thereto, as set forth below, the balance of the definitions of the National Agreement above, applies.

4.1 Part time employees

"Part Time Employee" means an Employee employed for not more than 9 (nine) ordinary working hours per day, but more than 20 (twenty) hours per month and not more than 25 (twenty-five) ordinary working hours over a period of 4 (four) days per week.

The provisions of this definition shall not apply to any beauty or skincare category contained in Area B. The definition of "part time employee" as defined in the National Agreement above, shall apply to beauty and skincare categories in Area B.

5. REGISTRATION OF AN ESTABLISHMENT

- 5.1 The provisions of the National Agreement above, applies.
- 6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT
- 6.1 The provisions of the National Agreement above, applies.
- 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL
- 7.1 The provisions of the National Agreement above, applies.
- 8. KEEPING OF RECORDS BY EMPLOYER
- 8.1 The provisions of the National Agreement above, applies.
- 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT
- 9.1 The provisions of the National Agreement above, applies.
- 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS
- 10.1 The provisions of the National Agreement above, applies.
- 11. DESIGNATED AGENTS
- 11.1 The provisions of the National Agreement above, applies.
- 12. CO-OPERATION WITH DESIGNATED AGENTS

- 12.1 The provisions of the National Agreement above, applies.
- 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS
- 13.1 The provisions of the National Agreement above, applies.
- 14. STRIKES AND LOCK-OUTS
- 14.1 The provisions of the National Agreement above, applies.
- 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION
- 15.1 The provisions of the National Agreement above, applies.
- 16. EMPLOYERS' ORGANISATION: MEMBERSHIP
- 16.1 The provisions of the National Agreement above, applies.
- 17. TRADE UNION: MEMBERSHIP FEES
- 17.1 The provisions of the National Agreement above, applies.
- 18. EXEMPTIONS
- 18.1 The provisions of the National Agreement above, applies.
- 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGE AND AUTHORISED DEDUCTIONS
- 19.1 Salary rates with effect from the date of coming into operation of this Agreement shall be as follows:

- 19.1.1 all Employees employed in Establishments working 40 (forty) hours per week in the magisterial district of Pretoria and Wonderboom shall be paid salaries as prescribed in annexure "H10".
- 19.1.1.1 all Employees employed in Establishments working 45 (forty-five) hours per week in the magisterial district of Pretoria, Wonderboom, Rustenburg, Brits and Mankwe, Mpumalanga and Limpopo shall be paid salaries as prescribed in annexure "H11"
- 19.1.1.2 all Employees employed in Establishments working 45 (forty-five) hours per week in the magisterial district of Kungwini (Bronkhortspruit and Cullinan) shall be paid salaries as prescribed in annexure "H12".
- 19.1.1.3 for the purpose of calculating statutory deductions the basic salary as prescribed in the Collective Agreement shall be used to determine the amounts per category.
- 19.2 Any person, other than a learner or student, performing the duties of a qualified hairdresser including any of the following services to the scalp or the hair of the head or face shall be entitled to the wage of the 1st (first) year qualified hairdresser:-
- 19.2.1 chemical reformation of the hair, including permanent waving, relaxing andstraightening of hair;
- 19.2.2 hair cutting and shaping;
- 19.2.3 barbering services, including shaving and singeing of hair;
- 19.2.4 hairstyling and arranging, including design, curling, waving (whatever means are used, including water, the Marcel method, or heat), blow drying and blow waving and styling, tonging, pressing and silking;
- 19.2.5 adding natural and artificial hair and hair extensions to hair, board work, postiche, wig making or performing any operation on any wig or hairpiece to be worn by any person;

- 19.2.6 trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair.
- 19.3 Nothing contained in this clause 19 shall operate to permit a reduction in the wage an Employee was receiving at the date of coming into operation of this Agreement, while such Employee remains in the employ of the same Employer.
- 19.4 A learner who has passed from one level to another on or before 15th (fifteenth) of that month, shall be paid at the next wage scale.
- 19.5 A learner who passes from one level to another on or after the 16th (sixteenth) of that month, shall remain on a same wage scale until the end of the month and thereafter her/his wages shall be adjusted accordingly.
- 19.6 A deduction may be from the Remuneration of an Employee for stock used by the Employee in rendering Cosmetology services to customers, or a percentage of the gross takings of the Employee, which deductions shall be stipulated in a written agreement signed by both Employer and Employee.

20. SHORT -TIME

20.1 The provisions of the National Agreement above, applies.

21. LEAVE

21.1 Annual leave and payment

- 21.1.1 Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.
- 21.1.2 Every Employee shall, in each year of employment with the same Employer or Establishment, be entitled to and be granted 3 (three) consecutive weeks'

- leave of absence, on full pay, reckoned at the wage the Employee was receiving the week immediately prior to proceeding of leave.
- 21.1.3 The total amount of days per year an Employee is entitled to, shall be in accordance with the days the Employee works per week.
- 21.1.4 An Employee who has completed 5 (five) or more consecutive years' service with the same Employer or in the same Establishment shall be granted 4 (four) consecutive weeks' leave of absence on full pay, reckoned at the wage the Employee was receiving the week immediately prior to proceeding on leave. The total amount of days per year such an Employee is entitled to shall be total amount of days such an Employee works per week multiplied by four.
- 21.1.5 In addition to clause 21.1.2, all Employees earning personal service commission must be paid 25% (twenty-five percent) thereafter of the average personal service commission earned during the preceding 12 (twelve) months when taking leave, calculated in accordance with the example set forth in annexure "E".
- 21.1.6 An Employee whose service is terminated before the completion of 1 (one) month's employment with an Employer or Establishment shall not be entitled to any leave pay for this period.
- 21.1.7 Upon termination of an Employee's employment, his Employer shall pay him his full remuneration in respect of all leave accrued to him but was not granted to him before the date of termination of his employment.
- 21.1.8 The Employer shall fix the time when such leave shall be taken, but if the Employer has not granted to an Employee his period of leave at an earlier date, such leave shall be taken and shall commence within 3 (three) months after completion of each 12 (twelve) months of employment, and such an Employee shall then absent himself from the Employer's place of business during the period of such leave.

- 21.1.9 For the purpose of this clause 21.1, employment shall be deemed to commence from the date on which the Employee last became entitled to annual leave or the date of engagement, whichever is the later.
- 21.1.10 For the purpose of this clause 21.1, employment shall be deemed to include:-
- 21.1.10.1 any period during which the Employee is on leave in terms of the provisions of this clause 21.1; or
- 21.1.10.2 is absent from work on the instructions or at the request of the Employer; or
- 21.1.10.3 is absent from work owing to illness or accident, not exceeding any period of absence owing to illness or accident in excess of 30 (thirty) days in any 36 (thirty-six) months cycle or 2 (two) consecutive days; provided that if requested by Employer, the Employee produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work; or
- 21.1.10.4 is absent from work owing to maternity leave;
- 21.1.11 An Employer must grant annual leave equal to the number of days the Employee would ordinary have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.12 below.
- 21.1.12 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.13 This clause 21 shall not apply to hourly Employees.
- 21.2 Family Responsibility Leave

- 21.2.1 This clause 21.2 applies to an Employee who has been in employment with an Employer for longer than 2 (two) months; and who works for at least 3 (three) days a week for that Employer.
- 21.2.2 An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, 7 (seven) day's paid leave, which the Employee is entitled to take: -
- 21.2.2.1 when the Employee's child is born the provisions of the National Agreement above, applies;
- 21.2.2.2 when the Employee's child is sick;
- 21.2.2.3 in the event of the death of an immediate family member only.
- 21.2.3 Before paying an Employee leave in terms of this clause 21.2, an Employee may require reasonable proof of the event contemplated above.
- 21.2.4 An Employee's unused entitlement to leave in terms of this clause 21.2 lapses at the end of the annual leave cycle in which it accrues.

21.3 Maternity Leave

21.3.1 The provisions of the SPF Rules shall apply to maternity leave in this Area.

21.4 Sick Leave

21.4.1 The provisions of the SPF Rules shall apply to sick pay in this Area.

21.5 Union Leave

21.5.1 Every Employer shall give to any of its Employees who are representatives or alternates on the Council, every reasonable facility to attend their duties in connection with the work of the Council.

22. PERSONAL SERVICES COMMISSION (PSC)

- 22.1 The provisions of the National Agreement above apply, save that the percentage to be applied for the Area will be 25% (twenty-five) percent.
- 23. TERMINATION OF SERVICE
- 23.1 The provisions of the National Agreement above, applies.
- 24. CERTIFICATE OF SERVICE
- 24.1 The provisions of the National Agreement above, applies.
- 25. PROHIBITION OF PRIVATE WORK
- 25.1 The provisions of the National Agreement above, applies.
- 26. PROVISION OF EQUIPMENT
- 26.1 The provisions of the National Agreement above, applies.
- 27. UNIFORMS AND PROTECTIVE CLOTHING
- 27.1 The provisions of the National Agreement above, applies.
- 28. LEARNERSHIP AND STUDENT CONTRACTS
- 28.1 The provisions of the National Agreement above, applies.
- 29. PENSION FUND
- 29.1 The provisions of the National Agreement above, applies.
- 30. INDEMNITY
- 30.1 The provisions of the National Agreement above, applies.

31. COMMISSION AGREEMENTS

31.1 All stylists employed in an Afro salon shall be paid a commission of not less than 30% (thirty percent) of turnover without a minimum salary which turnover shall not be reduced by more than 5% (five percent) as a result of stock deduction.

32. HOURS OF WORK

- 32.1 It is recorded that in accordance with section 11 of the Basic Conditions of Employment Act, Act 75 of 1997 ("the Act" the parties agreed that Employees may work up to 12 (twelve) hours in a day, inclusive of a meal interval as required in terms of section 14 of the Act, without receiving overtime pay.
- 32.2 Notwithstanding this agreement concluded between the parties, the Employer may not require or permit the Employee to work more than:
- 32.2.1 40 (forty) or 45 (forty-five) ordinary hours of work in any week;
- 32.2.2 10 (ten) hours overtime in any week; or
- 32.2.3 5 (five) days in any week.
- 32.3 The ordinary hours of work and overtime of an Employee may be averaged out over a period of up to 4 (four) months.
- 32.4 During the aforesaid 4 (four) month period, an Employer may not permit or require an Employee to work more than:
- 32.4.1 an average of 45 (forty-five) hours of work in a week over the said period;
- 32.4.2 an average of 5 (five) hours overtime in a week over the said period.

33. MEAL INTERVAL

33.1 An Employer shall give an Employee who works continuously for more than 5 (five) hours a meal interval of at least 1 (one) continuous hour and the Employee

- shall not be required or permitted to work during such interval. The meal interval shall not form part of the normal working hours.
- 33.2 Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.
- 33.3 An agreement in writing may reduce the meal interval to not less than 30 (thirty) minutes.

34. OVERTIME

- 34.1 Subject to this clause 34, an Employer may not require or permit an Employee-
- 34.1.1 to work overtime except in accordance with an agreement;
- 34.1.2 to work more than 3 (three) hours' overtime a day; or
- 34.1.3 to work more than 10 (ten) hours' overtime a week.
- 34.2 Notwithstanding the limits on hours of work specified in clause 34.1 above, overtime may be worked as may be required from time to time: Provided that the Employer and Employee have, in writing, mutually, agreed to the Employee working such overtime.
- 34.3 An Employer shall -
- 34.3.1 pay an Employee at least 1.5 (one and half) times the Employees wage for every 1(one) hour overtime worked; or
- 34.3.2 grant an Employee at least 90 (ninety) minutes time off for every hour of overtime worked.
- 34.3.3 the time off shall be paid and granted within 1 (one) month of such overtime worked.

- 34.4 An Employer must pay an Employee who works on a Sunday at double the Employee's wage for each hour worked, unless the Employee ordinarily works on a Sunday, in which case the Employer must pay the Employee at 1.5 (one point five) times the Employee's wage for each hour worked.
- 34.5 If an Employee works less than the Employee's ordinary shift on a Sunday and the payment that Employee is entitled to in terms of clause 34.4 is less than the Employee's ordinary daily wage, the Employer must pay the Employee the Employee's ordinary daily wage.
- 34.6 Notwithstanding clauses 34.4 and 34.5, an agreement may permit an Employer to grant an Employee who works on a Sunday, paid time off equivalent to the difference in value between the pay received by the Employee for working on the Sunday and the pay that the Employee is entitled to in terms of clauses 34.4 and 34.5.
- 34.7 Any time worked on a Sunday by an Employee who does not ordinarily work on a Sunday is not taken into account in calculating an Employee's ordinary hours of work in terms of clause 34.1 but is taken into account in calculating the overtime worked by the Employee in terms of clause 34.3.1.
- 34.8 If a shift worked by an Employee fall on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on that other day.
- 34.9 An Employer must grant paid time off in terms of clause 34.6 within 1 (one) month of the Employee becoming entitled to it.
- 34.10 An agreement in writing may increase the period contemplated by clause 34.9 up to12 (twelve) months.

35. PUBLIC HOLIDAYS

- 35.1 Every Employee shall be entitled to and be granted leave on full pay on all public holidays.
- 35.2 Hours worked on a public holiday shall be calculated at double the ordinary rate of pay; or
- 35.3 Such hours may be taken as time off and shall be paid and calculated at double the amount of hours off for each hour worked on a public holiday.
- 35.4 Time off shall be taken within 1 (one) month of such hours worked on a public holiday.
- 35.5 There shall be a written agreement between the Employer and Employee concerning time off.
- 35.6 If there are 2 (two) public holidays in 1 (one) month an Employer and Employee at the salon may agree to move the day off in a month with more than 2 (two) holidays to another month provided that off day so moved must be granted within 90 (ninety) days from the date of the day off that was moved and that the agreement is submitted to the exemption board for ratification and/or approval.

36. SICK PAY

36.1 The provisions of the Sick Pay Fund shall apply.

37. SEVERANCE OR RETRENCHMENT PAY

- 37.1 If the Employee's services are terminated on reasons based on operational requirements an Employer shall pay severance pay as follows:
- 37.1.1 employees who have worked for 1 (one) Employer or one Establishment for a period of up to 5 (five) years continuous service shall be entitled to 1 (one) week's severance pay for each and every completed year of service;

- 37.1.2 employees who have worked for 1 (one) Employer or 1 (one) Establishment for a period of more than 5 (five) years but less than 10 (ten) years continuous service shall be entitled to 1.5 (one point five) weeks' severance pay for each and every completed year of service;
- 37.1.3 employees who have worked for 1 (one) Employer or 1 (one) Establishment for a period of 10 (ten) years and more continuous service shall be entitled to 2 (two) weeks' severance pay for each and every completed year of service.

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this area.

AREA C

In respect of the Kwa Zulu Natal Province:

1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement above, applies.

4. DEFINITIONS

Save for the definition of a "Part Time Employee" and the provisions relating thereto, as set forth below, the balance of the definitions of the National Agreement above, applies.

4...1 Part time employees

- 4.1.1 An Employer may employ a person as a part-time Employee provided that:-
- 4.1.1.1 a part-time Employee may not be employed as a casual/temporary Employee;
- 4.1.1.2 a part-time Employee shall be employed for the same hours on the same day(s) of each cycle, where 'cycle' means a week, a fortnight or a month;
- 4.1.1.3 there shall be an employment contract which employment shall be in writing and shall specify the benefits to which the part-time Employee is entitled in terms of this collective agreement operated by the Council;
- 4.1.1.4 a part-time Employee may not be employed for more than 3 (three) days or 27 (twenty seven) hours per week;
- 4.1.1.5 a part-time hairdresser shall be in a possession of a certificate to practice hairdressing;
- 4.1.1.6 an Employer who Employees a part-time Employee shall notify the Council of the fact in writing within 3 (three) days of employing such a person; and
- 4.1.1.7 an Employer who employs a part-time Employee shall notify the Council in writing within 3 (three) days of the termination of the services of the part-time Employee.

5. REGISTRATION OF AN ESTABLISHMENT

5.1 The provisions of the National Agreement above, applies.

6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT

6.1 The provisions of the National Agreement above, applies.

- 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL
- 7.1 The provisions of the National Agreement above, applies.
- 8. KEEPING OF RECORDS BY EMPLOYER
- 8.1 The provisions of the National Agreement above, applies.
- 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT
- 9.1 The provisions of the National Agreement above, applies.
- 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS
- 10.1 The provisions of the National Agreement above, applies.
- 11. DESIGNATED AGENTS
- 11.1 The provisions of the National Agreement above, applies.
- 12. CO-OPERATION WITH DESIGNATED AGENTS
- 12.1 The provisions of the National Agreement above, applies.
- 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS
- 13.1 The provisions of the National Agreement above, applies.
- 14. STRIKES AND LOCK-OUTS
- 14.1 The provisions of the National Agreement above, applies.
- 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION

- 15.1 The provisions of the National Agreement above, applies.
- 16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES
- 16.1 The provisions of the National Agreement above, applies.
- 17. TRADE UNION: MEMBERSHIP FEES
- 17.1 The provisions of the National Agreement above, applies.
- 18. EXEMPTIONS
- 18.1 The provisions of the National Agreement above, applies.
- 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGE AND AUTHORISED DEDUCTIONS
- 19.1 The provisions of the National Agreement above, applies.
- 19.2 The Basic Salary or Wages payable in respect of this for this Area is set forth in annexure "H9" hereto.
- 20. SHORT -TIME
- 20.1 The provisions of the National Agreement above, applies.
- 21. LEAVE
- 21.1 Annual Leave
- 21.1.1 "Annual leave cycle" means the period of 12 (twelve) month's continuous employment with the same Employer immediately following an Employee's commencement of employment or the completion of that Employee's prior leave cycle.

- 21.1.2 At the anniversary of the Employee's annual leave cycle, the Employee is entitled to and must be granted 21 (twenty-one) consecutive days leave, which equates to 3 (three) weeks, less any occasional leave which may been taken by agreement during the annual leave cycle, provided that the minimum period of continuous leave of absence is not less than 2 (two) weeks.
- 21.1.3 Employees who worked 10 (ten) years for the same Employer/Establishment, to receive a once off 1 (one) week leave in addition to the current annual agreement.
- 21.1.4 If a public holiday falls within the leave period, an additional day must be added as a further period of leave on full pay.
- 21.1.5 An Employer must grant annual leave equal to the number of days the Employee would ordinary have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.6 below.
- 21.1.6 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.7 Where the services of any Employee are terminated for any reason, any balance of accrued/outstanding leave must be paid to the Employee together with his last salary in accordance with the conditions pertaining to the payment of remuneration.
- 21.1.8 Where the Employee is on a straight basic salary, leave pay must be calculated on the Employee's current basic salary.
- 21.1.9 No Employer may permit or require any Employee to work in the Hairdressing Trade, whether for remuneration or not, and no Employee shall be permitted to work in the hairdressing trade whether for remuneration or not, during the period of annual leave granted to/taken by such Employee.

- 21.1.10. Annual leave shall not run concurrently with notice of termination of employment.
- 21.1.11 Annual leave shall not run concurrently with sick leave, save where an Employee is already on annual leave and falls ill, but no additional sick pay payable.

21.2 Family Responsibility Leave

- 21.2.1 An Employer must grant an Employee during each calendar year, at the request of the Employee, up to 3 (three) days' paid Family Responsibility Leave, which the Employee is entitled to take:-
- 21.2.1.1 when the male Employee's child is born; The provisions of the National Agreement above, applies.
- 21.2.1.2 when the Employee's dependent child is sick, or
- 21.2.1.3 in the event of the death of the Employee's spouse or life partner, parent, adopted parent, grandparent, child, adopted child, grandchild of sibling.
- 21.2.2 Family responsibility leave applies only to an Employee who has been in employment for longer than 4 (four) months and who works for at least 4 (four) days a week.
- 21.2.3 An Employee may take family responsibility leave in respect of the whole or part of a day.
- 21.2.4 An Employer must pay an Employee the Employee's basic daily wage for each day that the Employee is entitled to paid Family Responsibility Leave, on the Employee's usual payday.
- 21.2.5 Before paying an Employee for Family Responsibility Leave, an Employer may require satisfactory proof in the form of a death certificate in the case of the death of a family member.

- 21.2.6 Family Responsibility leave is non-transferable and is non-accumulative.
- 21.3 Sick Leave
- 21.3.1 The provisions of the SPF rules shall apply to sick pay in this Area.

21.4 Union Leave

21.4.1 Every Employer must give Employees who are representatives or office bearers of the party trade union/s or who participate on the Council, every reasonable facility to attend to their duties which may arise from their work on the Council or as a result of their office within the trade union.

22. PERSONAL SERVICES COMMISSION (PSC)

22.1 The provisions of the National Agreement above apply, save that the percentage to be applied for the Area will be 25% (twenty-five) percent.

23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

24. CERTIFICATE OF SERVICE

- 24.1 The provisions of the National Agreement above, applies.
- 25. PROHIBITION OF PRIVATE WORK
- 25.1 The provisions of the National Agreement above, applies.
- 26. PROVISION OF EQUIPMENT
- 26.1 The provisions of the National Agreement above, applies.

27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

31. COMMISSION AGREEMENT

- 31.1 An Employer and an Employee may conclude an agreement that notwithstanding the basic salary, the Employee may be paid commission on sales and/or personal services carried out by the Employee.
- 31.2 The commission agreement must be in writing and state:-
- 31.2.1 the name of the Employer and of the Employee;
- 31.2.2 the "basic salary" of the Employee which salary may not be less than the prescribed minimum basic salary for the purpose of calculating benefits;
- 31.2.3 the rate/s of the commission and the conditions of entitlement;
- 31.2.4 the rate/s of stock deductions and service fees;
- 31.2.5 the day of the week or month when commission earned is payable;
- 31.2.6 the period of notice the Employer must give the Employee to cancel or negotiate any alteration to the agreement which notice must not be less than two weeks.

- 31.3 Since Commission payments are deemed to form part of remuneration, any such payments must be recorded as part of the overall salary package, but they do not affect statutory Council deductions.
- 31.4 Where, by written agreement, an Employee works on a commission only basis, the Employer must grant the Employee all other Council benefits contained in this agreement where all such benefits such as pension contributions, leave pay, and notice pay may be calculated according to the "basic salary" specified for the Employee's job category.

32. HOURS OF WORK

- 32.1 The maximum ordinary hours of work that an Employer may require or permit an Employee to work are 45 (forty-five) hours per week.
- 32.2 The maximum ordinary hours of work in any day are nine 9 (nine) hours, provided that the Employee works for 5 (five) days or fewer in a week.
- 32.3 The maximum ordinary hours of work in any day are eight 8 (eight) hours, provided that the Employee works for 6 (six) days a week.
- 32.4 Ordinary hours of work are consecutive.
- 32.5 Ordinary hours of work are exclusive of meal intervals unless specified to the contrary.
- 32.6 The maximum ordinary hours for a Part Time Employee are 27 (twenty-seven) hours per week.

33. MEAL INTERVAL

- 33.1 An Employer must grant an Employee who works continuously for more than 5 (five) hours:-
- 33.1.1 a meal interval of at least 1 (one) continuous hour; or

- 33.1.2 by written agreement, a meal interval of at least 30 (thirty) minutes.
- 33.2 No work may be performed during a meal interval.
- 33.3 The meal interval is not part of the ordinary or overtime hours.
- 33.4 Where the meal interval is not specifically given, this time shall be carried over as paid time off and shall be given and taken in the week following that in which the work was performed.

34. OVERTIME

- 34.1 An Employer may not require an Employee to work more than 3 (three) hours a day or 10 (ten) hours per week in overtime.
- 34.2 An Employer must pay an Employee at least time and a half for daily overtime.
- 34.3 Where the parties agree, the Employer may grant the Employee 90 (ninety) minutes paid time off for each hour of unpaid overtime worked. Such time off must be granted during the week following the week in which the overtime was worked.
- 34.4 An Employer must give adequate notice to an Employee in respect of overtime to be worked.
- 34.5 An Employer must ensure that any Employee who is going to work overtime has had adequate time to partake in a meal preceding the overtime.
- 34.6 Overtime may not be off-set against "short-time".
- 34.7 An Employer may not require an Employee who ordinarily does not work on a Sunday to work on a Sunday except in accordance with an agreement.
- 34.8 If an Establishment is usually open on Sundays and an Employee is required to work on a Sunday in addition to their normal weekly hours of 45 (forty-five)

- hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of 1.5 (one point five) their normal hourly rate of pay.
- 34.9 If a salon is not usually open on Sundays and an Employee is required to work on a Sunday in addition to their normal weekly hours of 45 (forty-five) hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of 2 (two) times their normal hourly rate of pay.
- 34.10 If an Employee works on a Sunday as part of their normal weekly hours of 45 (forty-five) hours per week then the Employee is paid at 1.5 (one point five) their normal hourly rate of pay.
- 34.11 An Employer must pay an Employee and not grant time off in lieu of hours worked on a Sunday in excess of 45 (forty-five) hours.

35. PUBLIC HOLIDAYS

- 35.1 An Employer may not require an Employee to work on a public holiday, except in accordance with an agreement.
- 35.2 Where the Employee is not required to work on a public holiday, the Employer shall pay to the Employee his ordinary rate of remuneration and allowances for the number of ordinary hours as if he had worked.
- 35.3 Where the Employee is required to work on a public holiday, then the Employee is paid his/her normal rate for the day plus 1.5 (one point five) time and a half for hours worked.
- 35.4 In the event of a public holiday falling on an Employee's day off, the Employee forfeits the right to the day off, but does not get another day for it.
- 35.5 A Public holiday may be exchanged for any other day by written agreement.
- 35.6 An Employer must pay an Employee and not grant time off in lieu of hours worked on a public holiday.

SICK BENEFIT FUND

- 36.1 The Hairdressing Sick Benefit Fund originally established in terms of the Agreement published under Government notice No. R. 106 of 22 January 1960 (hereinafter referred to as the ("Sick Benefit Fund"), is hereby continued only for the Magisterial District of Durban, Inanda and Pinetown, for the purpose of:-
- 36.1.1 assisting members in regard to payment for medical services incurred by them or their dependents, as may be provided in the rules of the Sick Benefit Fund;
- 36.1.2 assisting members for whom salaries are prescribed in terms of this Agreement with sick pay benefits in respect of absences from work owing to illness and/or accident as may be provided in the rules of the Sick Benefit Funds;
- 36.1.3 taking such measures as the Council may deem necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependents.
- 36.1.4 contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services, and
- 36.1.5 meeting the cost of such arrangements and the medical expenses of members and their dependents as provided in the rules of the Sick Benefit Fund.
- 36.2 Save for registered Learners/Students membership of the Sick Benefit Fund shall be compulsory for all persons who are directly or indirectly engaged or employed in the Hairdressing Industry, unless an exemption is granted by the Council on the grounds of such persons providing adequate proof of membership with an alternative medical scheme which can provide benefits which are equal to or better than those as provided for in the Sick Benefit Fund, and is recognized by law.

- 36.3 The Sick Benefit Fund shall be managed by the Council in accordance with the rules which it may make from time to time and for this purpose the Council shall approve a set of rules which shall provide for the administration of the Sick Benefit Fund.
- 36.4 All moneys of the Sick Benefit Fund shall be administered, invested and paid out in accordance with the rules, a copy of which shall be available for inspection at the offices of the Council.
- 36.5 The Council shall appoint auditors to audit the books of account of the Sick Benefit Fund annually.
- 36.6 The Council shall review the Annual Financial Statements of the Sick Benefit Fund at the Annual General meeting of the Council and shall then ratify any review of the contribution schedule to the fund.
- 36.7 The Employer shall deduct the appropriate contributions from the salary of the Employee, and shall pay such monies, together with the Employer contribution to the Council by the 7th (seventh) day of the month following the deduction.
- 36.8 If any amount which falls due in terms of this clause 36 or in terms of any other provision of this Agreement is not received in full by the Council by the 7th (seventh) of the month following as provided for, then the Employer shall be liable to pay a penalty calculated in respect for the Prescribed Rate of Interest Act on any contribution which remains unpaid.
- 36.9 Notwithstanding the above, failure on the part of the Employer to make the deductions of Employee's contributions which he is required to make, shall not absolve the Employer from having to submit the total amount of the Employee's contributions and his own contributions to the Council.
- 36.10 In the event of the expiry or cancellation of this Agreement, the Council shall continue to administer the Sick Benefit Fund until such time as it is liquidated

or transferred to any other fund created for the purpose of providing medical service assistance to its members.

- 36.11 In the event of the Council being wound up or dissolved, the Sick Benefit Fund shall continue to be administered by a committee appointed for such purposes by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of Employer and Employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.
- 36.12 In the event of there being no Council in existence at the time of expiry of this Agreement, the Sick Benefit Fund shall be liquidated by the committee or trustees appointed to manage the Fund.
- 36.13 In the event of the liquidation of the Sick Benefit Fund, the moneys remaining after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Sick Benefit Fund, the moneys remaining shall be distributed equally amongst the parties to the Council immediately prior to its dissolution.

37. SEVERANCE PAY OR RETRENCHMENT

- 37.1 For the purposes of this clause 37 "operational requirements" means requirements based on the economic, technological, structural or similar needs of an Employer.
- 37.2 An Employer shall endeavor to avoid retrenchments by attempting to transfer Employees, by implementing training or re-training, limiting or eliminating overtime, introducing short-time or allowing voluntary retirement and such other suitable alternatives.

- 37.3 Notwithstanding the requirements of sections 189 and 189A of the Labour Relations Act, 1995 an Employer in the Hairdressing & Cosmetology Industry who proposes retrenchment due to the operational requirements of his Establishment shall, not later than 30 (thirty) working days before the proposed date of notice of termination of service of any Employees, provide to the Bargaining Council and the Trade Union parties to the Council, the reasons for the proposed retrenchments, the names of the prospective retrenches and proof that discussions have been held with Employees to avoid such retrenchments.
- 37.4 Any Trade Union party is entitled to provide the Employer with a written response to the notification of proposed retrenchment, not later than 10 (ten) working days after the date of notifications.
- 37.5 The Employer and any Trade Union party who responds to the Employer shall attempt to reach consensus on the retrenchment proposals through consultation.
- 37.6 An Employer must pay an Employee who is dismissed for reasons based on the Employer's operational requirements, severance pay equal to at least one week of the Employee's basic salary, for each completed year of service with the Establishment.
- 37.7 An Employee who unreasonably refuses to accept the Employer's offer of alternative employment with that Employer or any other Employer is not entitled to severance pay.

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this Area.

AREA D

In respect of the Western Cape Province.

SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement above, applies.

4. DEFINITIONS

Save for the definition of a "Part Time Employee" and the provisions relating thereto, as set forth below, the balance of the definitions of the National Agreement above, applies.

4.1 Part-Time Employee

An employee who is employed on a continuous basis, works less than 24 (twenty-four) hours in a week and whose wage is calculated on the hourly rate for his/ her particular job category.

5. REGISTRATION OF AN ESTABLISHMENT

5.1 The provisions of the National Agreement above, applies.

6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT

6.1 The provisions of the National Agreement above, applies.

7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL

7.1 The provisions of the National Agreement above, applies.

8. KEEPING OF RECORDS BY EMPLOYER

- 8.1 The provisions of the National Agreement above, applies.
- 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT
- 9.1 The provisions of the National Agreement above, applies.
- 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS
- 10.1 The provisions of the National Agreement above, applies.
- 11. DESIGNATED AGENTS
- 11.1 The provisions of the National Agreement above, applies.
- 12. CO-OPERATION WITH DESIGNATED AGENTS
- 12.1 The provisions of the National Agreement above, applies.
- 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS
- 13.1 The provisions of the National Agreement above, applies.
- 14. STRIKES AND LOCK-OUTS
- 14.1 The provisions of the National Agreement above, applies.
- 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION
- 15.1 The provisions of the National Agreement above, applies.
- 16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

- 16.1 The provisions of the National Agreement above, applies.
- 17. TRADE UNION: MEMBERSHIP FEES
- 17.1 The provisions of the National Agreement above, applies.
- 18. EXEMPTIONS
- 18.1 The provisions of the National Agreement above, applies.
- 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGE AND AUTHORISED DEDUCTIONS
- 19.1 The provisions of the National Agreement above, applies.
- 19.2 The Basic Salary or Wages for this Area is set forth in annexure "H6" hereto.
- 20. SHORT-TIME
- 20.1 The provisions of the National Agreement above, applies.
- 21. LEAVE
- 21.1 Annual Leave
- 21.1.1 "Annual leave cycle" means the period of 12 (twelve) month's continuous employment with the same Employer immediately following an Employee's commencement of employment or the completion of that Employee's prior leave cycle.
- 21.1.2 Every Employee is entitled to, and must be granted leave on full pay, calculated on the basic wage received during the week immediately before taking leave, as follows:-

- 21.1.2.1 an Employee in the first 5 (five) years of service: 3 (three) consecutive weeks' leave;
- 21.1.2.2 an Employee from the 6th (sixth) year of service: 4 (four) consecutive weeks' leave:
- at least 2 (two) weeks leave must be taken consecutively with the balance to be taken by agreement between the Employer and the Employee not later than 6 (six) months after the end of the annual leave cycle or will be forfeited, subject to clause 21.1.5.
- 21.1.3 If a public holiday or Easter Saturday falls within the leave period, an additional day must be added as a further period of leave on full pay.
- 21.1.4 An Employer must grant an Employee after 10 (ten) years' service with the Establishment, irrespective of any transfer of ownership, a once off, additional 1 (one) week's leave in recognition of long service. The additional 1 (one) week's leave must be taken during the 11th (eleventh) year of service or is forfeited.
- 21.1.5 An Employer must grant annual leave equal to the number of days the Employee would ordinarily have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.6 below
- 21.1.6 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.7 When the service is terminated of an Employee who has been in employment for longer than 4 (four) months, the Employer must pay the Employee a prorata amount for leave due at the same time the final payment of wages is made.

21.1.8 Leave pay must be calculated on the Employee's current basic wage and Employees who are paid commission must receive in addition to their basic wage, the commission earned for the month during which leave is taken. The formula for calculating commission for the month in which leave is taken must be adjusted pro-rata to the number of days or weeks worked during that month.

21.2 Family Responsibility Leave

- 21.2.1 An Employer must grant an Employee during each annual leave cycle, at the Employee's request 5 (five) days' paid family responsibility leave, which the Employee is entitled to take:-
- 21.2.1.1 when the Employee's child is born; The provisions of the National Agreement above, apply.
- 21.2.1.2 when the Employee's child is sick; or
- 21.2.1.3 in the event of the death of the Employee's spouse or life partner, parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.
- 21.2.2 Family responsibility leave applies only to an Employee who has been in employment for longer than 4 (four) months and who works for at least 4 (four) days a week.
- 21.2.3 An Employee may take family responsibility leave in respect of the whole or part of a day.
- 21.2.4 An Employer must pay an Employee the Employee's basic daily wage for each day that the Employee is entitled to paid family responsibility leave, on the Employee's usual payday.
- 21.2.5 Before paying an Employee for family responsibility leave, an Employer may require reasonable proof of an event for which the leave was required.

21.3 Paternity Leave

21.3.1 Paternity leave shall be regulated by the provisions of the BCEA.

21.4 Sick Leave

- 21.4.1 The provisions of the SPF relating to sick leave shall apply.
- 21.4.2 The provisions relating to Sick Leave as contained in the Basic Conditions of Employment Act, 1997, shall apply to all students/learners insofar as students/learners are not members of the Sick Pay Fund, until the 1st of January 2018, upon which date membership to the Sick Pay Fund will become compulsory and the provisions of this clause 21.4.2 will lapse.

21.5 Union Leave

- 21.5.1 Every Employer must give Employees who are representatives or alternates on the Council:-
- 21.5.2 15 (fifteen) days' leave per year, of which 8 (eight) days must be paid, to attend to their duties arising from their work on the Council;
- 21.5.3 5 (five) days' paid leave to attend Labour Relations Training Workshops and seminars.

22. PERSONAL SERVICES COMMISSION (PSC)

- 22.1 The provisions of the National Agreement above apply, save that the percentage to be applied for this Area will be:
- 22.1.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31st of May 2024;

- 22.1,2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and
- 22.1.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

26. PROVISION OF EQUIPMENT

26.1 The provisions of the National Agreement above, applies.

27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

31. COMMISSION AGREEMENT

- 31.1 An Employer may agree with his Employee to pay in addition to the Employee's specified wage, commission on sales and services carried out by the Employee.
- 31.2 The commission agreement must be in writing and state:-
- 31.2.1 the rate/s of the commission and the conditions of entitlement;
- 31.2.2 the rate/s of stock deductions and service fees;
- 31.2.3 the day of the week or month when commission earned is payable;
- 31.2.4 the period of notice the Employer must give the Employee to cancel or negotiate an alteration to the agreement.
- 31.3 Commission must be entered in the wage book in the same manner as wages payable.
- 31.4 Where, by agreement, an Employee works on a commission only basis, the Employer must grant the Employee all other benefits contained in this agreement. Payment for annual leave pay must be calculated in the matter specified in clause 22 of this Area D.

32. HOURS OF WORK

- 32.1 The maximum ordinary hours of work that an Employer may require an Employee to work are 45 (forty five) hours per week of 7 (seven) working days, as follows: Monday to Sunday: Hours of work not to exceed 9 (nine) hours per day between 07h00 and 19h00.
- 32.2 Ordinary hours of work are consecutive.
- 32.3 Ordinary hours of work are exclusive of meal intervals.

32.4 In the event of a part-time learner (who is under a formal learnership agreement) spending a day or part thereof at college, it will be regarded as a normal working day forming part of the 45 (forty-five) hour working week.

33. MEAL INTERVAL

- 33.1 An Employer must grant an Employee who works continuously for more than 5 (five) hours:-
- 33.1.1 a daily meal interval of at least 1 (one) continuous hour; or
- 33.1.2 a daily meal interval of at least 30 (thirty) minutes and .5 (half-day) work per week.
- 33.2 No work may be performed during a meal interval.
- 33.3 The meal interval is not part of the ordinary or overtime hours.

34. OVERTIME

- 34.1 An Employer may not require an Employee to work more than 10 (ten) hours overtime per week.
- 34.2 For an Establishment that is located in a mall as well as those governed by lease agreements within a retail operation, "night work" means work performed after 22h00 and before 08h00, the next day.
- 34.3 For an independent Establishment, "night work" means work performed after 19h00 and before 07h00 the next day. For the purposes of this clause 34 the term "independent Establishment" means an Establishment that is not located in a mall and/or an Establishment that is not governed by a lease agreement within a retail operation.

- 34.4 An Employer may only require or permit an Employee to perform night work, if so agreed, and if:-
- 34.4.1 the Employee who is working for an Establishment located in a mall and/or for one that is governed by a lease agreement within a retail operation, is compensated by the payment of double of the wage/salary rate for ordinary hours of work and that an Employee who is working for an independent Establishment is compensated by the payment of time and a third of the wage/salary rate for ordinary hours of work; and
- 34.4.2 transportation is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's shift.
- 34.5 An Employer who requires an Employee to perform work on a regular basis after 23h00 and before 06h00 the next day, must:-
- 34.5.1 inform the Employee in writing, or orally, if the Employee is not able to understand a written communication, in a language that the Employee understands:-
- 34.5.2 of any health and safety hazards associated with the work that the Employee is required to perform; and
- 34.5.3 of the Employee's right to undergo a medical examination in terms of paragraph 34.6.4 below;
- at the request of the Employee, enable the Employee to undergo a medical examination, for the account of the Employer, concerning those hazards;
- 34.5.5 before the Employee starts, or within a reasonable period of the Employee starting, such work; and
- 34.5.6 at appropriate intervals while the Employee continues to perform such work; and

- 34.5.7 transfer the Employee to suitable day work within a reasonable time if:-
- 34.5.7.1 the Employee suffers from a health condition associated with the performance of night work; and
- 34.5.7.2 it is practicable for the Employer to do so.
- 34.6 For the purposes of clause 34.5, an Employee works on a regular basis if the Employee works for a period of longer than 1 (one) hour after 23h00 and before 06h00 at least 5 (five) times per month or 50 (fifty) times per year.
- 34.7 The Minister may, after consulting the Commission, make regulations relating to the conduct of medical examinations for Employees who perform night work.
- 34.8 An Employer may not require an Employee who ordinarily does not work on a Sunday to work on a Sunday except in accordance with an agreement.
- 34.9 If a salon is usually open on Sundays and an Employee is required to work on a Sunday in addition to their normal weekly hours of 45 (forty-five) hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of 1,5 (one and a half) times their normal hourly rate of pay.
- 34.10 If a salon is not usually open on Sundays and an Employee is required to work on a Sunday in addition to their normal weekly hours of 45 (forty-five) hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of 2 (two) times their normal hourly rate of pay.
- 34.11 If an Employee works on a Sunday as part of their normal weekly hours of 45 (forty-five) hours per week then the Employee is paid at their normal hourly rate of pay.
- 34.12 An Employer must pay an Employee and not grant time off in lieu of hours worked on a Sunday in excess of 45 (forty-five) hours.

35. PUBLIC HOLIDAYS

- 35.1 An Employer may not require or permit an Employee to work on a public holiday or Easter Saturday except in accordance with an agreement.
- 35.2 An Employee who is required to work on an Easter Saturday, being the Saturday immediately following the Good Friday Public Holiday, will be paid as if it is not additional if the Saturday is a normal working day and the 1 of 1.5 (one point five) is part of monthly salary 1.5 (one point five) times of the Employee's daily wages or salary for working the full Easter Saturday.
- 35.3 An Employee who is required to work on an Easter Saturday, being the Saturday immediately following the Good Friday Public Holiday will be paid 1.5 (one point five) times the Employee's daily wages or salary for working such Easter Saturday.
- 35.4 In the event of a public holiday or Easter Saturday falling on an Employee's day off, the Employee forfeits the right to the day off.
- 35.5 In the event of a public holiday or Easter Saturday falling on a day other than the Employee's day off, the Employer:-
- 35.5.1 must grant the Employee the public holiday or Easter Saturday and the dayoff if a written contract of service specifically states that the day-off is a right
 the Employee is entitled to; or
- 35.5.2 may revoke the day-off in exchange for granting the Employee additional time off on a daily basis during that week.
- 35.6 An Employer must pay an Employee or, by agreement, grant time off in lieu of hours worked on a public holiday or Easter Saturday. Time off in lieu of hours worked must be granted within 60 (sixty) calendar days, during which such time off must be compensated by monetary payment;

- 35.7 If a Public Holiday falls on a Sunday, the following Monday shall be deemed to be a holiday.
- 35.8 Any Public Holiday and Easter Saturday shall be exchangeable for any other day which is fixed by agreement or agreed to between an Employer and Employee.

36. SICK BENEFIT FUND

- 36.1 The Fund known as the "Hairdressing Trade Sick Benefit Fund" (hereinafter referred to as the "Fund") established in terms of clause 23 of the agreement published under Government Notice 2455 of 14 December 1945, is hereby continued.
- 36.2 The object of the Fund is the provision of medical benefits to Employees, Working Employers, the dependents of Employees and continuation members hereinafter referred to as "members of the Fund" to whom this clause 36 applies, in the event of illness or injury.
- 36.3 The Sick Benefit Fund is compulsory and will only apply to all Employees in the Magisterial Districts of Cape, Wynberg, Simonstown and Bellville as those areas were constituted as at 24 July 1945, excluding all Beauty and Skincare categories.
- 36.4 In terms of this clause 36:
- 36.4.1 "combined contribution" means the sum total of the Employee and Employer contributions payable in respect of a particular job category;
- 36.4.2 "continuation member" means a person who was an Employee or working Employer in the Hairdressing Trade and who retired from the Hairdressing Trade after 15 (fifteen) years of continuous membership of the Hairdressing Trade Sick Benefit Fund;

- 36.4.3 "dependant" means the spouse, life partner or child, adopted child or family financially dependent on an Employee or working Employer in the Hairdressing Trade;
- 36.4.4 "medical practitioner" means a general practitioner, specialist, physiotherapist, psychologist, radiologist or pathologist;
- 36.4.5 "principal member" means an Employee, continuation member or working Employer or Rent- A Chair in the Hairdressing Trade in respect of whom the Fund receives a combined contribution.
- 36.5 The following contributions:
- 35.5.1 every Employee must contribute per month the Employee contribution specified in the Sick Benefit Fund Contribution Schedule;
- 36.5.2 every Employer must deduct per month from the wages of each Employee the amount referred to in this clause 36.5 and contribute per month the Employer contribution specified in the Sick Benefit Fund Contribution Schedule;
- 36.5.3 every working Employer who is a member of the Fund must pay **R504.00** per month to receive benefits;
- 36.5.4 a child dependent under the age of 18 years must pay R90.00 per month and a spouse, life partner and adult dependents must pay R180.00 per month. No Employer contribution is payable in respect of dependents;
- 36.5.5 a continuation member must pay half the combined contribution to the Fund as is payable by the category of Employee (or Employer, as the case may be) in which the continuation member was employed immediately prior to retiring from the Hairdressing Trade.
- 36.5.6 every Employer must pay the amounts referred in this clause 36.5 to the Council before the seventh day of the next month.

- 36.5.7 the first contribution received by the Fund for a new member is deemed to be for the month in which it is received and not in respect of the month in which it was deducted.
- 36.5.8 an Employee or working Employer will only be entitled to claim benefits after the first contribution has been received and the Employee or working Employer has been accepted as a member of the Fund in accordance with clause 36.5.7.
- A member of the Fund who has paid contributions for a continuous period of 12 months and takes maternity leave for a period not exceeding four months is exempt from paying her contributions for the duration of the period of maternity leave. Contributions for dependents must be paid for dependents to continue to be eligible to claim benefits.

Sick Benefit Fund Contribution Sch	edule	
Job Category	Employee	Employer
	Contribution	Contribution
	Rand Per Month	Rand Per Month
Hairdresser, Qualified, First Year,	252.00	252.00
Senior Barber, Stylist Manager and		1
Manager		TO THE SAME OF THE
Non-Qualified Hairdresser,	190.00	190.00
Operator, Experienced		The state of the s
Receptionist, Entrance		The state of the s
Hairdressing Assistant, Training		
Barber, and Junior Barber.		,
Cleaner, First Year Receptionist,	150.00	150.00
Learner and Starting Barber		

36.7 The following benefits will be applicable:

- 36.7.1 upon acceptance to the Fund by the Management Board, members are entitled to receive the following benefits-
- 36.7.1.1 Hospital and Nursing Home Fees: A maximum of R578.00 per day is paid at medical aid rates. Covers all in-hospital expenses including, attention by a medical practitioner, including the cost of x-ray examinations, operations, injections, specialists' investigations, anesthetic fees, physiotherapy and/or human diathermy treatment, maxillofacial and oral surgical treatment. A medical practitioner must approve all treatment.
- 36.7.1.2 Theatre Fees: 80% of medical aid rates per claim.
- 36.7.1.3 Medicines: 100% per claim subject to a maximum benefit of R788.00 per year. Includes supplies on authority of a prescription signed by a general practitioner or specialists for medicines, drugs, ointments, bandages and lotions.
- Self- Medication: R42.00 per prescription (excluding VAT), for all treatments except for vaginal treatments where the limit is R48.00 (excluding VAT) per prescription. The facility provides for self- medication of a specified range of ailments, with the professional guidance of a pharmacist. Only one ailment may be treated at a time and no ongoing treatment is allowed. The maximum medical aid price (mmap) and standard scheme exclusions apply to all self-medication prescriptions. Self- medication claims do not attract any levy. Medicines are supplied on request for a specific ailment and the facility may not be used for household stocks of the member.
- 36.7.1.5 Spectacles: **R683.00** including one pair of lenses, one pair of frames and examination fees of an optometrist paid at medical aid rates, every two years, subject to a 12 month waiting period.
- 36.7.1.6 Dentistry: 100% of medical aid rates per claim subject to a maximum benefit of **R1575.00** per year for all types of dentistry.

General Practitioners, specialists, physiotherapy, psychology, radiology, 36.7.1.7 pathology and homeopathy: R6300.00 per annum paid at medical aid rates, subject to Fund's annual maximum overall benefit limit. The maximum overall benefit limit for a principal member of the Fund is 36.7.2 R12600.00 per annum from 1 January to 31 December. The maximum overall benefit limit for a principal member of the Fund is 36.7.3 increased by an amount of R6300.00 for each dependent, subject to no individual member being entitled to benefits in excess of R12600.00 per annum from 1 January to 31 December. In cases of accidents, the Fund will only pay benefits not due for 36.7.4 compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or Multilateral Motor Vehicle Accident Fund Act, 1989. A member of the Fund who received the total amounts of benefits, is not 36.7.5 entitled to receive any further benefits whatsoever from the Fund until 1 January of the following year. A member must produce a certificate from a medical practitioner when 36.7.6 claiming benefits. A member's right to claim benefits will be ceased if no contributions are 36.7.7 received. A member of the Fund who becomes temporarily unemployed for a period 36.7.8 not exceeding four months may continue as a member of the Fund and must pay only half the combined contribution payable by the category of Employee in which the member was employed immediately prior to

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becoming unemployed.

- 36.7.9 Every new member must complete the specified medical questionnaire to the satisfaction of the Management Board to be accepted as a member of the Fund.
- 36.7.10 The Management Board has absolute and entire discretion, without having to assign a reason therefore, to refuse any person as a member or continuation member of the Fund, to accept any person as a member of the Fund subject to the exclusion of certain benefits in respect of any illnesses determined by the Management Board or at any time to exclude any person from being a member of the Fund.
- 36.7.11 An Employee or working Employer will not be entitled to any benefits until accepted as a member of the Fund.
- 36.7.12 An Employee or working Employer who ceases, not due to unemployment or retirement, to be engaged in the Hairdressing Trade immediately ceases to be a member of the Fund.
- A member of the Fund may at any time be requested by the Management Board to undergo an examination by a medical practitioner nominated by the Fund. If a member fails or refuses to comply with the request after seven days' written notice, the Management Board has the right to exclude the member from the Fund.
- A member of the Fund, whilst in the Republic of South Africa but outside the magisterial districts covered by the Council is entitled in the event of illness or meeting with an accident to be reimbursed by the Fund (on production of proof of payments thereof) in respect of costs incurred in receiving benefits to which members are entitled to from the Fund.
- 36.7.15 A member of the Fund is not entitled to receive any benefits as set out in this clause 36 in the event of illness or meeting with an accident whilst outside the Republic of South Africa.

36.7.16	An Employee who is a dependent of a member of any other registered medical aid scheme is not required to contribute to the Fund
36.7.17	The following shall apply to finances and administration:
36.17.7.1	a Management Board must administer the fund and may delegate specific tasks to the executive committee.
36.17.7.2	the administration of the Fund must be in accordance with the provisions set out in this clause 36.
36.17.7.3	disbursements from the Fund must cease whenever the amount standing to the credit of the Funds falls below R60000.00 and the payment of further benefits must not recommence until the amount to the credit of the Fund has again reached the figure of R120000.00, when claims must be considered in the order in which they were received.
36.7.17.4	all monies paid into the Fund must be deposited in a special banking account opened at a bank or institution approved by the Council.
36.7.17.5	all cheques drawn on the Fund's account must be signed by the chairman or vice-chairman and Secretary of the Management Board, appointed by the Council.
36.7.17.6	surplus money in the Fund may be placed on deposit with an approved building society or bank or may be invested. However, sufficient money must be kept in liquid form to enable the Management Board to meet any claims on the Fund immediately it is called upon to do so.
36.7.17.7	all costs and expenses incurred in connection with the administration and liquidation of the Fund must be regarded as and form a charge against the Fund.
36.7.17.8	a public accountant and / or registered auditor must be appointed annually by the Council. The public accountant must audit the accounts of the Fund

at least annually and not later than 28 February each year prepare a set of financial statements for every period of 12 months ending 31 December. True copies of the financial statements, which must be countersigned by the chairman or vice-chairman of the Management Board must be available for inspection at the Council. Certified copies of the financial statements must be sent to the Registrar of Labour Relations of the Department of Employment and Labour.

- in the event of the expiry of this agreement by the effluxion of time or cessation for any other cause, the Fund must continue to be administered by the Management Board until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created or continued by a subsequent agreement. The Fund must be liquidated unless continued or transferred as aforesaid by an agreement entered into in terms of the Act within 12 months of the date of expiry of this agreement.
- in the event of the dissolution of the Council or in the event of its ceasing 36.7.17.10 to function during any period in which this agreement is binding in terms of the Labour Relations Act, 1995, the Management Board must, subject to the approval of the Registrar of Labour Relations, continue to administer the Fund. The members of the Board existing at the date on which the Council ceases to function or is dissolved will be deemed to be members thereof for such purposes. However, any vacancy occurring on the Board may be filled by the Registrar from Employers or Employees in the trade, as the case may be, to ensure equality of Employer and Employee representatives and of alternates in the membership of the Board. In the event of the Board being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, the Registrar may appoint a trustee or trustees to carry out the duties of the Board, and such trustee or trustees will possess all the powers of the Board for such purposes.

- 36.7.17.11 if the Council is not in existence upon the expiry of this agreement, the Fund must be liquidated by the Board functioning at the time or the trustee or trustees, as the case may be, in the specified manner. If upon the expiry of this agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund must be distributed as provided for in the Labour Relations Act, 1995 as if it formed part of the general funds of the Council.
- 36.7.17.12 upon liquidation of the Fund the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses must be paid into the general funds of the Council.

37. SEVERANCE OR RETRENCHMENT PAY

- 37.1 For the purposes of this clause 37 "operational requirements" means requirements based on the economic, technological, structural or similar needs of an Employer.
- An Employer must pay an Employee who is dismissed for reasons based on the Employer's operational requirements severance pay equal to at least 1 (one) week of the Employee's basic wage for each completed year of service with the Establishment.
- 37.3 An Employee who unreasonably refuses to accept the Employer's offer of alternative employment with that Employer or any other Employer is not entitled to severance pay.
- 37.4 Employees who are paid commission must receive PSC, in addition to the amount specified in clause 37.2, in accordance with the calculation set forth in annexure "E".

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

- The Council having resolved that Employers and Employees in the Hairdressing Trade may participate in a registered Medical Aid Scheme and Medical Insurance Plan authorise for the purpose of implementing the objectives set out in the rules thereof, the collection of contributions:-
- 38.1.1 may choose the Medical Aid Scheme referred to in this clause 38 as an alternative to the membership of the Hairdressing Trade Sick Benefit Fund referred to in clause 36.
- An Employee who is a member of the Hairdressing Trade Sick Benefit Fund referred to in clause 36 may also participate in the Medical Insurance Plan and the Employer must pay the specified Employer contributions for both the Hairdressing Trade Sick Benefit Fund and Medical Insurance Plan.

SIGNED AT ROODEPOORT ON THIS THE 20th DAY OF SEPTEMBER 2023

M lashaba.

FOR UASA:

MS P MATJEBE

CMaartens FOR: EOHCB

MR C MAARTENS

A. Bothwell CHIEF EXECUTIVE OFFICER

BARGAINING COUNCIL:

MS L BROTHWELL



ANNEXURE A

APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT BY AN EMPLOYER

Notes: - Complete ALL questions please.

(If the answer to a question is the SAME as for a previous question, you need only refer to the Question No. under which the information was already given.)

	AGENT	
	DIVISION/ AREA	
1	. Establishment's full name details	
	Registered name of Establishment:	
	Name under which Establishment trades:	
	Establishment SDL (Skills Development Levy) number:	
	Employer PAYE Number:	=
2.	Establishment Postal Address:	
	Postal Code:	
3.	Establishment Telephone Number:	•
	Dialling Code:	Number:
	·	

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	ses where you have a branch/establishment)
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5. Type of Business - Details for Registration Certific Gents/ Barber Salon Only	ate (Tick with A)
Ladies Hairdressing Salon Only	
Unisex Hair Salon	
☐ Beauty Salon	
└── Hair and Beauty Salon	
Nail Salon Only	
Other and describe:	- Marife count and the country and the country of t
Afro Salon	
Caucasian Salon	
Afro and Caucasian Salon	
6. Tick whether this is:	
6.1 An entirely <u>NEW</u> business. If so, specify the DATE commenced/	on which this business
6.2 An EXISTING business which has been acquired so, state the Name under which the business was fo	
And ALSO give the following details:	
Date business was taken over:	
Full names of previous Owner	Annihilatan kajadaja kalikkassa kankassa jajada massa isianorman ina haraksiya manag
Present Address of previous Owner	
Code:	
7. <u>Legal Personality of Establishment</u> (Tick Correct Classif	ication)
Sole Proprietorship	
Partnership (ATTACH COPY of PARTNERSHIP AGREEMENT and COPIES of ALL	Partners' IDs)
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Director/s;				
Trustee/s;				
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employer? (Are you	YES		NO _	
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actively working in the establishment?)				Ī

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Do you wish to belong to the Sick Pay Benefit Fund? (Cape Town / Natal)	YES	NO [AND THE PROPERTY AND TH
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o you wish to belong the Sick Pay Benefit and? (Cape Town / atal)	YES 🗌	NO [
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	y SUPPLY us with th	oyer not execute any services at the details below of the Person/Manager wint.	
me and Surname of the nager/ Person in control			

Postal Address of Manager/ Person in control	
Telephone No. of Manager/ Person in control	(W) Code Tel. No
	(H) Code Tel. No
· .	Cell:
E-mail address of Manager/ Person in control	
Details of Bookkeepe	r / Accounting Officer
Full Name and Surname	
of Bookkeeper /	
Accounting Officer Postal / Physical	
Address of Bookkeeper	
/ Accounting Officer	
Code:	
Tel. No. of Bookkeeper / Accounting Officer	(W) Code Tel. No
	(H) Code Tel. No
	Cell:
E-mail address of	
Bookkeeper /	
Accounting Officer	
<u>is</u> there a QUALIFIED working in the Establi	(Hairdresser OR Cosmetologist OR THERAPIST shment?
YES NO	
the answer is NO , it should be	NOTED <u>THAT:</u>
	of the Employer not execute any services at the Establishment, at
Chauld a rantecentative	rson must he employed and also that
least 1 (one) qualified pe	m <u>any</u> act defined under hairdressing or cosmetology or beauty or nent UNLESS he/she is qualified to practice either hairdressing OR
least 1 (one) qualified pe - <u>NO</u> person/s may perform skincare in an establishn	m <u>any</u> act defined under hairdressing or cosmetology or beauty or nent UNLESS he/she is qualified to practice either hairdressing OR
least 1 (one) qualified pe - <u>NO</u> person/s may perform skincare in an establishn	m <u>any</u> act defined under hairdressing or cosmetology or beauty nent UNLESS he/she is qualified to practice either hairdressing C

- NO Learner/s OR Students may be contracted to train in your establishment <u>WITHOUT</u> proper supervision and training by a Qualified (Hairdresser/ Cosmetologist/ Therapist)
- 11. KINDLY ASSIST YOUR EMPLOYEES TO <u>COMPLETE</u> THE ATTACHED Annexure 1 (DETAILS OF ALL EMPLOYEES [STAFF] EMPLOYED BY YOUR ESTABLISHMENT).
- 12. I/WE HEREWITH GRANT MY/OUR APPROLVAL THAT HCSBC MAY FULLY INVESTIGATE ANY SOURCE REGARDING THIS AGREEMENT.
- 13. I/WE FURTHER GRANT MY/OUR APPROVAL TO SUCH A SOURCE TO PROVIDE HCSBC WITH CONFIDENTIAL INFORMATION.

I/WE, the ABOVE-STATED <u>EMPLOYER</u> by MY/OUR SIGNATURES hereunder do hereby CERTIFY and WARRANT <u>THAT</u>:

- 1. ALL PARTICULARS CONTAINED IN THIS REGISTRATION APPLICATION ARE CORRECT.
- 2. THE LIST OF EMPLOYEES (ANNEXURE 1), ANNEXED HERETO, AND INCORPORATED AS IF PART HEREOF, IS A TRUE AND CORRECT REFLECTION OF ALL THE EMPLOYEES CURRENTLY EMPLOYED AT THIS ESTABLISHMENT.

EMPLOYER SIGNATURE

EMPLOYER SIGNATURE

PRINT NAMES IN FULL

PRINT NAMES IN FULL

Initial Here:



Fax: (011) 760-1274

Notes:

Tel: (011) 760-1685

ANNEXURE B

APPLICATION FOR REGISTRATION OF AN EMPLOYEE

- Please Complete ALL questions.

AGENT DIVISION/ AREA **EMPLOYEE'S DETAILS:** 1. Surname: Maiden Surname: (where applicable): Full names: Initials: Title: (mark with an X) Mr.___ Ms. ___ Mrs. ___ Other (specify) __ Female Gender: (mark with an X) Male ___ White Black Race: (mark with an x) Indian _ For statistical purposes Coloured ____ Other: _____ (specify) Date of Birth: ____Month: ____ Year: Day: Identity or Passport number: Qualified: Job Description: (for example: Qualified Stylist, Unqualified: Certified: Operator, Learner, Student etc.) Other: (specify)_ (Mark with X) Work

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If you are a foreigner, do you have a	Code:
work permit (attach copy)	YES: NO:
If you are: a STUDENT: (CITY AND GUILDS) OR a LEARNER: (SERVICES SETA), please complete the following: (Attach copy of Contract)	City and Guilds: Service SETA: (mark with X) Level Completed:
	Under Contract: YES NO (mark with X)
Salon Name:	
Salon Number: (if known)	
Start date at Salon:	Year:Month:Day:
Employee's Physical Address:	
Code:	
Employee's Postal Address:	
Code:	
Employee's contact details:	(W)Code () Tel No (H) Code () Tel No Cell: E-Mail:
Employee's Basic Salary:	R

Do you have an <u>EXEMPTED</u> basic YES NO salary? (An exempted salary is a salary either higher or lower than the	n, 45.5. / Augustavakhhilotom
prescribed salary) (if YES, please indicate exempted	
salary)	ne stratific recommende on extraordinate and particular
Salary Exemption START date: (YEAR/MONTH/DAY) Year: Month: Da	
	Y .
Salary Exemption END date:	
(YEAR/MONTH/DAY) Year: Month: Da	ау:
Do you have a different basic salary	
for Sick Pay Fund deductions? YES NO	
(If YES, please complete salary)	
Are you a member of the Union? YES NO (Mark with X) 3. NATIONAL PENSION FUND DETAILS:	
Are you a member of the National Pension Fund? (Mark with X)	as as a space who were continued to
If NO. does your salon have an approved exemption from the National Pension Fund? (Mark with X)	
Date you started with the National	
Pension Fund: Year: Month: Day:	
4. EMPLOYEE'S PERSONAL TAX DETAILS: (It is law that all employees, whether tax is deducted or not, must registered with SARS)	be
Are you registered for PAYE? YESNO	
(Mark with X)	

Your Tax Number:	
5. NATIONAL SICK PAY FUND	MEMBERSHIP:
Are you a member of the National	
Sick Pay Fund?	YES NO
(Mark with X) If NO, do you have an approved exemption from the National Sick Pay Fund? (Mark with X)	YES NO
Starting date with National Sick	Name of the second seco
Pay Fund:	Year: Month:Day:
Are you a National Sick Pay Fund	
CONTINUATION MEMBER?	YES NO
(Mark with X)	
Mark with X) / the ABOVE-STATED EMPLOYEE ereby CERTIFY and WARRANT THA	, by MY/OUR SIGNATURES hereunder do T: CONTAINED IN THIS REGISTRATION
Mark with X) / the ABOVE-STATED EMPLOYEE, ereby CERTIFY and WARRANT THA 1. ALL PARTICULARS APPLICATION ARE COR	, by MY/OUR SIGNATURES hereunder do T: CONTAINED IN THIS REGISTRATION

ANNEXURE "C"

EMPLOYERS ORGANISATION FOR HAIRDRESSING, COSMETOLOGY AND BEAUTY MEMBERSHIP FEES WITH EFFECT FROM 1 JANUARY 2023

SUBSCRIPTION FEES

DIVISION	DIVISION NR.	AMOUNT
Southern Gauteng	101	R600.00
Border	102	R600.00
Kimberley	103	R600.00
Eastern Cape	104	R600.00
Alberton	105	R600.00
Western Cape	106	R600.00
Free State	107	R600.00
North West	108	R600.00
Kwa-Zulu Natal	109	R600.00
Northern Gauteng	112	R600.00
Pretoria- 45hours	113	R600.00
Bronkhorstspruit, Cullinan	114	R600.00
Rustenburg, Brits, Mankwe	115	R600.00
(Hartbeespoort)		
Limpopo	116	R600.00
Mpumalanga	117	R600.00

BARGAINING LEVY - ALL NON PARTIES

Nationally	/	R600.00	



POSTNET SUITE 83, PRIVATE BAG X1 FLORIDA HILLS 1716 TEL: 0861 427 227

E-MAIL exemption@hcsbc.co.za

FAX: 086 585 0314

READ THESE REQUIREMENTS BEFORE APPLYING FOR EXEMPTION AS PER CLAUSE 18 OF THE NATIONAL MAIN COLLECTIVE AGREEMENT

18. EXEMPTIONS

18.1 General exemption from any provisions of this Agreement

- 18.1.1 An application for the exemption of the provisions contained in this Agreement by a party shall be heard by the Council's Exemption Committee. An application for the exemption of the provisions contained in this Agreement by a non-party shall be heard by an Independent Exemption Committee consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Act.
- 18.1.2 The Exemption Committee shall consist of 3 (three) persons, 1 (one) each appointed from each of the parties to this Agreement and a Council Employee.
- 18.1.3 An application for exemption shall be in writing and made to the General Secretary of the Council in the form as set forth in **Annexure D** hereto.
- All applications for exemption shall be supported by such supporting documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.
- 18.1.5 The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt by the General Secretary of the Council.
- 18.1.6 The person or entity moving for the application for exemption ("the Applicant") may request the Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee considers the application, failing which the Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.
- 18.1.7 All applications shall comply with the following, being: -

18.1.7.1 it shall be fully motivated;

2024 Exemption Application - Clause 18

1 | - ' -

- 18.1.7.2 be accompanied by the required supporting documentation;
- 18.1.7.3 applications that adversely affect any rights and obligations of Employees, will not be considered unless the Employees or their representatives have been properly consulted and their views fully recorded in the application;
- 18.1.7.4 a presentation reflecting the objectives and strategies to be adopted by the Applicant during the exemption period, to rectify the non-compliance with this Agreement and indicating a time frame for such objectives and strategies to be achieved;
- 18.1.7.5 the time period for which exemption is required.
- 18.1.8 In considering an application for exemption, the Exemption Committee shall, amongst others, consider, but shall not be limited to, the following criteria: -
 - 18.1.8.1 the Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted;
 - 18.1.8.2 any special circumstances that may exist;
 - 18.1.8.3 any precedent that might be set as a result of the granting of the exemption;
 - 18.1.8.4 the interest of the sector with specific reference to: -
 - 18.1.8.4.1 unfair competition;
 - 18.1.8.4.2 collective bargaining;
 - 18.1.8.4.3 the dilution of the scope and jurisdiction of the Council.
 - 18.1.8.5 the interest of Employees with specific reference to: -
 - 18.1.8.5.1 exploitation;
 - 18.1.8.5.2 job preservation.
 - 18.1.8.6 the interest of the Applicant with specific regard to: -
 - 18.1.8.6.1 financial stability;
 - 18.1.8.6.2 operational requirements.

18.2 Exemption from Pension Fund

18.2.1 Should an application for exemption be moved for, for exemption from the HSBI Pension Fund, the following information and/or documentation, in addition to those

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set forth in clause 18.1 above shall be provided by the Applicant, being: -

- 18.2.1.1 written confirmation that Employees are members of the *alternative* pension fund;
- 18.2.1.2 written confirmation that the *alternative* fund is a registered pension fund in terms of the Pension Fund Act ("PFA");
- 18.2.1.3 a pension exemption application form duly completed by the broker of the *alternative* pension fund;
- 18.2.1.4 the extent of monthly contribution of each member towards the *alternative* pension fund and proof that the contribution of both the Employer and Employee are made.

18.3 Appeals

- 18.3.1 In accordance with the provisions of the Act, the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals from both a party or non-party against a refusal of a party or non-party's application for exemption from the provisions of this Agreement and the withdrawal of such exemption by the Council.
- 18.3.2 An Applicant may lodge an appeal with the Council against the Exemption Committee's refusal for exemption or the withdrawal of exemption, which appeal shall be lodged within 14 (fourteen) calendar days of the Applicant being notified of the exemption being refused or being withdrawn, as the case may be.
- 18.3.3 The Exemptions Committee shall hear, decide and inform the applicant and the Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 18.3.4 Any appeal shall be in writing and shall contain the following: -
 - 18.3.4.1 grounds of appeal;
 - 18.3.4.2 all supporting documentation which will be used in support of the appeal;
 - 18.3.4.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.
- 18.3.5 Any appeal may be amplified by oral argument.
- 18.3.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 18.1.8 above.
- 18.3.7 The Exemption Appeal Body's finding on appeal shall be in writing and shall be made available to the Applicant.
- 18.3.8 The Exemption Appeal Body shall consist of at least 1 (one) Commissioner

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2024 Exemption Application - Clause 18

accredited in accordance with the provisions of section 128 of the Act, from the panel approved by the Council from time to time.

18.4 The granting of exemption or withdrawal thereof

- 18.4.1 When exemption is granted by the Exemption Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify: -
 - 18.4.1.1 any conditions subject to which the exemption is granted;
 - 18.4.1.2 the period during which the exemption is to operate:
 - 18.4.1.3 the circumstances, if any, in which the exemption may be withdrawn.
- 18.4.2 The General Secretary shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the: -
 - 18.4.2.1 full name of the person/s in whose favour exemption is granted;
 - 18.4.2.2 provisions of this Agreement from which exemption are granted;
 - 18.4.2.3 conditions subject to which exemption is granted;
 - 18.4.2.4 period during which exemption is to operate;
 - 18.4.2.5 circumstances in which it may be withdrawn, if any.
- 18.4.3 Should circumstances dictate and permit, the Council may withdraw the exemption granted, the General Secretary of the Council shall notify the Applicant thereof, by furnishing it with at least 7 (seven) days' notice.
- 18.4.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 18.4.3 above.

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ANNEXURE 'D'

APPLICATION FOR EXEMPTION

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	□ ЕОНСВ Ме	ember]	☐ Union Me	ember		
	☐ Non EOHC	B Member	[□ Non-Unio	n Member		
	☐ Rent-a-Chai	r / Working E	mployer (no staff)				
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2024 Exemption Application - Clause 18

"I, ID number	hereby declare that I understand the
consequences of the application for Exemptio	n from
I agree to abide by the outcome.	
Signature: Da	'e:
Full Name and Surname:	
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☐ Pay lesser basic salary:	
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☐ Pay commission only	
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Give a brief description of salary structure and	financial support documentation:
	61
024 Exemption Application – Clause 18	

Payslip attached:		\square YES	□ NO
attar from Salon Owner si	ttached:	☐ YES	□ NO
Please include proof on p	ayslip of SPF	payments a and	according to Collective Agreement;
Letter from Salon Owner	that they ar	e paying Sic	k Leave as per the Agreement
☐ Sick Benefit Fund Men			
Payslip attached:	☐ YES	□NO	
Alternative Medical Aid: Please include proof of M	YES edical Aid as	□ NO	here payment is made in terms of SBF
contributions according to	o Collective	Agreement	
☐ Pension Fund Members	ship:		
Alternative Pension Fund:	☐ YES	□ NO	Period of Exemption:
Please include proof of Al	ternative Fu	nd and pays	dip where payment is made in terms of Pension
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			-
	Collective bargaining.		
			- -
The interest of E	mployees with specific reference to:-		
	Exploitation		
	Job preservation		
he interest of the	Applicant with specific regard to:-		
	Financial stability		
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2045	Application – Clause 18		

\square YES \square NO	
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Signatures: UASA Official:	
Full Name and Surname:	
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Full Name and Surname:	
5. MOTIVATION FOR EXEMPTI	
*	
	lowing documents together with my application: se tick where appropriate)
☐ Copy of the business Financial Stateme	ent for the past three months if application is for salary;
☐ I have indicated in my application the p	eriod on which exemption is applied for;
Copy of the alternative Medical Aid	
Copy of the proof that SPF/SBF paymen	ats are uphold by employer according to Collective Agreeme
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Full Name and Surname:(RESPONDENT 2)	
Signature:	Date:
Full Name and Surname:(APPLICANT 3)	
Signature:	Date:
Full Name and Surname: (RESPONDENT 3)	
Signature:	Date:
Full Name and Surname:(APPLICANT 4)	
Signature:	Date:
Full Name and Surname: (RESPONDENT 4)	

11|.

2024 Exemption Application - Clause 18

il g N.B: IN THE EVENT THAT THE APPLICANT IS NOT SATISFIED WITH THE DECISION OF THE EXEMPTION COMMITTEE THE APPLICANT IS ENTITLED TO APPEAL AGAINST THE OUTCOME WITHIN 14 DAYS AFTER BEING NOTIFIED OF THE OUTCOME OF THE EXEMPTION.



POSTNET SUITE 83, PRIVATE BAG X1 FLORIDA HILLS 1716 . TEL: 0861 427 227 E-MAIL: exemption@hcsbc.co.za

FAX: 086 585 0314

HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND

BROKER/INTERMEDIARY EXEMPTION APPLICATION FORM

Registration Number /	
Salon Reference	
Number	The second secon
Name of Company /	
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Address	The state of the s
Telephone Number	
E-mail Address	
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Full name of Umbrella				
Type of Fund: Pen	sion Fund 🕟 🗌 Provi	dent Fund		
Date of Application:				e control againment or a control of the control of
Kindly complete (or ar copy of the company s	range for your financial scheme rules as proof.	broker/inter	mediary to complete) the che	ecklist below and attach a

BENEFITS	HBSI Pension Fund (HCSBC Members)	FUND APPL EXEMPTION	
Death Benefits	Share of Fund, plus 3x Annual Pensionable Salary	SUBSCITUTE SERVICE STATE OF THE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE SERVIC	· CONTROL CONT
Retirement Benefits	Share of Fund		
Disability Benefits	Share of Fund plus 3x Annual Pensionable Salary after 6 months waiting period		
Resignation / Retrenchment / Dismissal Benefits	Share of Fund		SAKOT VOR SAMERY I WAS SAKATOSKO I.V. ""Charis i
	Main member R20 000		
	Spouse R20 000	di mara	
Funeral Benefits	Child 14 to 21 years R20 000		
dijojai boliono	Child 6 to 13 years R10 000 Child 1 to 5 years R 5 000		
	Child 1 to 5 years R 5 000 Stillborn to 11 months R 5 000		
	Does the Funeral benefit include paid-up benefits for the	Yes	No
	family at the death and disability of main member?		A THE RESERVE TO A STREET OF THE PARTY OF TH
Critical Illness	R50 000 (severity levels apply on some conditions)		AND THE PERSON NAMED IN TH
	Does the Critical Illness benefits include the 16 minimum severe medical conditions?	Yes	No
		- Atlanta	21 T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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List of Employees (each Employee to sign a letter of understanding, see example below)

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Example of letter to be signed by every Employee:	
"I, ID Number understand the consequences of the application for E	hereby declare that I Exemption from the HBSI Pension Fund.

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2024 Exemption Application - Clause 18

ANNEXURE "E"

EXAMPLE OF PSC CALCULATION

The content of this annexure reflects an example as to how the PSC is calculated.

This calculation applies to commission earners, excluding Retail commission as set forth in clause 3.2.17.2 of the National collective agreement.

All amounts used in this example are for illustration purposes only.

Step 1

Add total of preceding 12 months' commission earned, excluding VAT (only if registered). For instance, if PSC is to be calculated on the 1st of May during any year the preceding 12 months' commission, excluding VAT, is added:

May (preceding year)	R3,015.00
June	R4,500.00
July	R3,000.00
August	R2,500.00
September	R2,700.00
October	R4,250.00
November	R2,000.00
December	R3,500.00
January	R1,500.00
February	R1,600.00
March	R1,750.00
April	R5,000.00
TOTAL	R35,315.00

Step 2

Divide the total of the preceding 12 months' commission, so calculated, by 12 in order to calculate the monthly average i.e.

R35,315.00 divided by 12 = R2,943.00

Step 3

Apply PSC percentage [based on the area in which the commission earner is employed] in order to calculate the monthly rate: -

R2,943.00 X ** % [if Area A or D], or R2,943.00 X 25% [if area B or C] =R588.60* [if Area A or D] or R735.75 [if Area B or C]

The amount of R588.60 [if Area A or D] or R735.75 [if Area B or C] represents the monthly PSC.

**	20% up to 31 May 2023	*	R588.60
	21% from 1 June 2023 to 31 May 2024		R618.03
	22% from 1 June 2024 to 31 May 2025		R647.46
	23% from 1 June 2025 to 31 December 2025		R676.89

Step 4

Calculate the daily PSC. In order to calculate the daily rate, the following needs to be considered:

- If the commission earner works 5 days per week, the monthly rate should be divided by 21.67 in order to calculate the daily rate; or
- If the commission earner works 6 days per week, the monthly rate should be divided by 26 in order to calculate the daily rate

Therefore: -

- The monthly PSC of R588.60 (or * R618.03 or R647.46 or R676.89) should be divided by 21.67 [for a commission earner that works 5 days per week] = R27.16 (or* R28.52, or R29.87 or R31.24)
- The monthly PSC of R588.60 (or * R618.03 or R647.46 or R676.89) should be divided by 26 [for a commission earner that works 6 days per week] = R22.63 (or R23.77 or R24.90 or R26.03)

Step 5

Apply the daily rate to the number of leave days, or notice pay, or severance pay to be calculated.

For instance, should the commission earner [working a 6 day week] take 10 days' leave / is entitled to 10 days' severance pay: -

The daily rate of R22.63 (or*) multiplied by 10 days: = R226.30

Therefore, an amount of R226.30 will be payable (subject to provisions of clause 21 of the collective agreement) to the commission earner for 10 days' leave / notice pay / severance pay, in addition to the normal Basic Salary and Wage payable to such commission earner.

ANNEXURE F

CERTIFICATE OF SERVICE

Name of Salon:	
Address of Salon:	
Name and Surname of employee	(in full):
Sex: M / F	
Employed as:	
Wages: R	per week/month
Date employment commenced:	
Date employment ended:	1
Remarks:	
Print Name of Employee	Signature of Employee
Print Name of Employer	Signature of Employer

198 No. 41187

GOVERNMENT GAZETTE, 20 OCTOBER 2017

ANDEXUNEG

STUDENT AGREEMENT

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(as more fully appears on the schedule reflected on page 3)
("the Student")
and
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(as more fully appears on the schedule reflected on page 3 & 4)
("Legal Guardian"; if student is under 18 years)
and
As the regimentation of the company
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("Training Provider")
Student Enrolment Number:
Council Employee Number:

	STAATSKOERANT, 20 OKTOBER 2017 No. 41187 199
	(OTTICE USE ON Y)
1 <u>SQH</u>	EDULE
1.1	Full names of Employer, identity number / registration number:
1.2	Trading name of Employer (if applicable).
1.3	Address of Employer:
1.4	Postal address of Employer:
1.65	E-mail address of Employer:
1.6	Telephone number of Employer:
1 7	Contact person at Employer authorised to sign this agreement
1.8	Name of Training provider, if not Employer:
1.9	Address of Training provider, if not Employer
1.10	Postal address of Training provider, if not Employer:
	This gazette is also available free online at www.gpwonline.co.za

112 Fernall address of Training provider, if not Employer: 113 Name of contact person at Training provider: 114 Full names and identity number of Student: 1.15 Address of Student: 1.16 Postal address of Student: 1.17 Telephone number of Student: 1.18 E-mail address of Student: 1.19 Is Student a South African Citizen: YES / NO 1.20 If No, attach copy of working permit. 1.21 If Student is younger than 18 years when staning this agreement then paragraphs 1.22 to 1.26 must be completed. 1.22 Full names and identity number of legal guardian: 1.23 Address of legal guardian:	200	No. 41187	GOVERNMENT GAZETTE, 20 OCTOBER 2017
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	1.25	Telephone number of legal guardian:
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	1.26	E-mail address of legal guardian:
	1.20	E-mail address of legal guardian.
	1.27	Commencement date of this agreement:
	1,2,1	CONTINUED TO CASE OF THE SERVICE OF
	1.28	fermination date of this agreement.
	1.2.1	1 CHAIN BUILD A GUE A GUE A CANADA CONTRACTOR OF THE CONTRACTOR OF
	1.29	Workplace name and address Lo. place where Student will be executing duties
	1 - 241 10	and responsibilities;
		The discussion of the contract
		to an analysis of the control of the
	1.30	The basic salary shall be:
		A A STATE OF THE PROPERTY AND
2.	COMM	RENGEMENT DATE
	2,1	This agreement commences on the Commencement date as set forth clause
		1.27 above and shall continue until the Termination date as set forth clause 1.28 above, irrespective of the date of signing of this agreement.
9	V/A1 180	TY OF THIS AGREEMENT
3.	W And Last Last	THE PUBLICATION AND THE PUBLISHED AND ADDRESS OF THE PUBLISHED ADDRESS OF THE PUBLISHED AND ADDRESS OF THE PUBLISHED ADDRESS OF THE PUBLISHED ADDRESS OF THE PUBLISHED AND ADDRESS OF THE PUBLISHED ADDRESS OF THE PUBLISH
		The Terms and conditions of this agreement is subject to the Collective agreement of the National Bargaining Council for the Hairdressing, Cosmetology.
		Beauty and Skincare Industry as published from time to time ("the Collective
	,	Agreement ^a);

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3.2 No indulgence or condonation by the Employer of any breach of any term of this agreement by the Student shall constitute a wraver of any of the Employer's rights in terms of this agreement and no amondment of this agreement shall be valid unless reduced to writing and signed by all parties.

4. APPOINTMENT AND JOS DESCRIPTION

- 4.1 The Student is appointed as a Student within the meaning of the Collective Agreement, the provisions of the Skills Development Act. Act 97 of 1998 and the Skills Development Amendment Act. Act 37 of 2008;
- 4.2 A student, as per the Collective Agreement is defined as an employee, including a minor, employed in an establishment who is in training to become a qualified halrdresser."
- 4.3 The Student will be responsible to execute the duties and responsibilities as set forth in the main agreement as published.

PLACE OF WORK

5.1 The Student will execute the duties and responsibilities at the workplace as set forth in clause 1.29 above or such other place as the Employer may from time to time direct.

6. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 All terms and conditions of employment shall be observed and complied with as prescribed by the main Collective Agreement as published from time to time

7 GRIEVANCE PROCEDURE IN TERMS OF TRAINING

- 7.1 The Student shall, if aggrieved by any training action of the Employer or Training provider; lodge a grievance with the Employer, Manager and for training provider first.
- 7.2 The grievance must be in writing
- 7.3 Should the Employer, Manager and /or training provider not be able to solve the grievance complained of within three working days, to the satisfaction of the Student, it must be referred to the National Bargaining Council for Hairdressing, Cosmetology Beauty & Skincare Industry to establish the merit of the grievance lodged by the Student

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7.4 The grievance procedure gradulines and authorised form is attached

a. OUTWORK

- 8.1 Unless having received prior written consent from the Employer, the Student shall not perform any similar cluttes in favour of a third party as
- 8.2 those recorded in this agreement other than in the course and within the scope of the Student's employment.

9. RECIPROCAL DUTIES OF PARTIES EMANATING FROM LEGISLATION

9.1 Employer's duties

9.1.1 The Employer shall:

- 9.1.1.1 comply with legislation that may be applicable to the relationship between the Employer and the Student and to the workplace in general;
- 9.1.1.2 provide the Student with appropriate training in the workplace to achieve the relevant outcome required by the student agreement;
- 9.1.1.3 provide appropriate facilities to train the Student in accordance with the workplace component of learning;
- 9.1.1,4 provide the Student with adequate supervision at the workplace;
- 9.1.1.5 release the Student during normal working hours to attend education and training required by the student agreement;
- 9.1.1.6 pay to the Student the agreed learning allowance both white the Student is executing the duties as provided for in this agreement and while the Student is attending education and training away from the workplace;
- 9.1.1.7 conduct assessments or cause it to be conducted;
- 9.1.1.8 keep up to date records / log book of learning and periodically discuss progress with the Student;

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	,	9.1.1.9	to advise and provide copies to the Studem of
			9.1.1.9.1 the terms and conditions of his or her employment as set forth in the Collective Agreement; and
			9,1.1.9.2 the workplace policies and procedures;
		9.1.1.10	apply the same discipline, grievance and dispute resolution procedures to the Student, as with other employees employed
	. *	9,1.1.11	The employer is not permitted to charge or accept a premium from the Student for any internal training provided; in terms of this training agreement; either white under the Student Contract or after the termination of the contract.
	9.2 Stud	ent's respo	nsibilities
	9.2.1	The Slude	ent shall;
		9.2.1.1	work for the Employer as part of the learning process;
		9.2.1.2	be available for and participate in all learning and work experience required by the student agreement;
		9.2.1,3	comply with workplace policies and procedures;
		9.2.1.4	complete any timesheet or written assessment tools supplied by the Employer together with the prescribed log book to record relevant workplace experience;
		9.2.1.5	attend all theoretical and practical learning sessions with the training provider and undertake all learning conscientiously.
10. <u>1</u>	RAINING PE	ROVIDER	

Start Wilds and American American Start Annie and Anti-Carter Annie and Annie

- 10.1 Should the employer not be the Training provider, the Training provider shall -
 - 10.1.1 provide education and training to the Student in terms of the agreement;

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10.2	The student shall:		
	10.2.1 provide the Student's	support as required by the studer	ni agruemezit,
	10.2.2 record, monitor and r	retain details of training provide greement:	d to the Student in
	10.2.3 conduct assessments conducted; and	in terms of the student agreeme	ont or gause If to be
	10.2.4 provide reports and a performance	assessment results to all partie	s on the Student's
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		EMPLOYER (Full Name)	
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	·	STUDENT	

	(Full Name)
i	LEGAL GUARDIAN:
SIGNED at	on this day of 20 ,
Witnesses.	
1 2	LEGAL QUARDIAN, IF STADENT UNDER 18 YEARS (Substance)
(Signatures of witnesses)	LEGAL GUARDIAN, IF STUDENT UNDER 18 YEARS (Cull Name)
	on this day of
	on this day of20
SIGNED at Witnesses' 1	
SIGNED at	on this day of 20
SIGNED at	on this day of 20
SIGNED at Witnesses' 1	TRAINING PROVIDER, IF APPLICABLE (Signature) TRAINING PROVIDER, IF APPLICABLE (Full Name)
SIGNED at Witnesses' (Signatures of witnesses)	on this day of 20

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ADDENDUM A

GRIEVANCE PROCEDURE IN TERMS OF TRAINING IN THE STUDENT AGREEMENT

General Principles:

- Any student who has a grievance against the employer in terms of training and the student agreement is entitled to make use of the grievance procedure.
- Should the grievance be in terms of the training provider, please refer the matter to City & Guilds for assistance.
- A grievance is any feeling of dissatisfaction, injustice or unfair treatment a student may experience in relation to training, and which has not been resolved informally.
- The purpose of the grievance procedure is to enable a student to have his/her grievance resolved fairly, quickly and as close to the point of origin as possible.
- Students may lodge grievances without fear of victimization. Students will not be prejudiced in any way as a result of using the procedure
- 6. Any student lodging a grievance in terms of this procedure is entitled to representation by a student representative (who is either a work colleague, fellow student or a union representative), provided that such person agrees to represent the student.
- Normal earnings will be paid to the student and a student representative who is a work colleague for time spent whilst resolving grievances that follow the provisions of this procedure.
- 8. Each step in the procedure shall be subject to stipulated time limits. It is however, accepted that these time limits may be varied by mutual agreement or in relation to the availability of a person involved in the process.

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- This procedure may not be invoked as a result of any disciplinary action taken in accordance with the student agreement.
- NO legal representation is permitted during this princes.

STAGE 1:

All grievences shall be raised in writing on the grievance form, with the person concerned re-Employer, Manager and for training provider. The student and relevant person will sign the form as acknowledgement. A meeting must be scheduled to discuss the grievance within 3 (Three) working days

STAGE 2:

If the grievance is not resolved within 3 (Three) working days to the satisfaction of the student, it shall be referred to the National Bargaining Council for Hairdressing, Cosmetology, Beauty & Skincare Industry to investigate and establish the merit of the grievance lodged by the Student. A copy of the grievance form and any other supporting documentation must be provided to the council.

STAGE 3:

The National Bargaining Council for Hairdressing, Cosmetology, Beauty & Skincare Industry will attempt to mediate the matter. In the event that no mutually acceptable resolution of the grievance is reached, either party shall be entitled to take appropriate action against the other. The National Bargaining Council for Hairdressing, Cosmetology, Beauty & Skincare Industry will assist the parties with the correct dispute resolution processes that need to be followed.

Grievance Meeting: Procedure

- When a grievance is indged, an investigation shall be carried out by whoever received the grievance into the facts of the case in preparation for the meeting.
- 2. The parties shall agree the time, date and venue for the meeting. Every endeavour shall be made to ensure that this time period meets the relevant time periods but reasonable extensions must be fairly considered, if necessary.

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- 3 The student shall inform the chairperson should there be a need to involve other witnesses and/or persons in the meeting. The chairperson shall use his/her discretion in this regard.
- The chairperson of the meeting shall take responsibility for the fair conduct of the meeting. In this respect he/she shall ensure that:
 - All relevant information is made available to the parties prior to, or at, the meeting for consideration;
 - b) All relevant witnesses that the parties may wish to call are notified in advance to be available at the time of the meeting:
 - c) The student and/or the student representative and the employer or training provider will be given an opportunity to present their cases fully and to ask questions of each other's witnesses,
 - d) Brief notes/agreements made during the meeting must be kept. These notes will be agreed with the parties. Verbatim minutes will not be taken.
- The chairperson shall submit his/ her written solution to the appropriate person in terms of the requirements of the relevant stages of the procedure

^{*} Attached is the Grievance Form to be completed *

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GRIEVANCE FORM

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		UDENT PRESENTING THE CONC	
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CONTRIBE OF DOMESONS	ative (if applicable)	DATE

STAATSKOERANT, 20 OKTOBER 2017

No. 41187 213

**Copy to be given to the Student and Respondent

There are no further stages to the grievance procedure. The council will commun with dispute processes to refer the matter further.

Note	See An A A A A A A A A A A A A A A A A A	100 Sur Con. mol. 1707. 160 Sur Con. mol. 1707. 160 Sur Con. mol. 1707. 160 Sur Con. mol. 170 Sur Con.	2023 Weekly Rate 20 7 1,805.14 R R 1,143.50 R	THE RESERVE AND ADDRESS OF THE PARTY OF THE		Marie of the party and the same	A STREET AND ADDRESS OF THE PERSON SERVICES.	An within on a famous assessant commentation	To be a dissertant or endough a name	APPENDED TO THE PROPERTY OF THE PARTY OF THE	Agenta - righter accommendation		
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3030 Manager - only (Beauty Establishment)	1	5.585.5	R 1617.29	25.62	148.00 S	R 125.93 R	R 129.93	12993	8	4	œ	1 R 24.78	2
2054 Manager - only (Hairdressing)	R 7,336,		. «	R 37.62	00	R 95.37 R		8		1	mil	349	R
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2072 Operator after 10 years	R 5,842	96 36	ac	æ	· las	R 38.96		, 401	26.00	,	os la	R 32.6	× 1
2074 Operator - Multi skilled	1R 6.883.1C	2,0	œ	αť	gς	R 89.48	2	, oc	1	R 8 412 99		24.2	2 6
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ANNEXURE "H1"

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305	3052 Somatologist - B Tech - 4 years	R 6,281.75 R	R 6,281.75	R 1.449,65 R	-	32.21 R 148.00	81 66	R 87.66 0	The Part Land Control of the Part Lines	Contraction of the Contraction o	-	The state of the s	The sale of the sa	
305	3054 Somatologist - B Tech Laser	R 6.741.39 R	R 6.741.39	8	A CONTRACTOR OF STREET	24 C7 B 148 (In	D 02 24	00000	The second secon	N 81.00	AND DESCRIPTION OF THE PERSONS	8 376.91	8 3141	R 31.41
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101	1014 Specific Skilled Stylist - after 5 years	R 410697 8			The Personal Property	00000	-	N 50.84 R	×	R 50.84	R 234.57	R 234.67	R 24.78	R 24.78
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1002		R 3,014.37 R	R 4,956 86 R	R 1,143.90 R	R 25.42	R 148.00 R	R . 39.19	R 39,19	R 39.19	R 39.19	R 180.86	R 180.86	R 24 79	
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after					8 14800 8	8 2012	R ATOK	90.15	and company on a company of	Mary and Street, or other trees, or other tree		The second second	The state of the state of
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NOTES	
CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is suck or on leave Brandmension / Basic Salam / Wases chall be relicibioned as the one-mode of contribution and the contribution of the contributi
PART TAME DIPLOYEE	Is employee who would a G of a day per vende. Recommendant, 1 G of a day per vende in the prescribed HOURLY rate for that chappery of employment in the commendant is a for a day per vende in the prescribed HOURLY rate for that chappery of employment is been that the commendant is that the prescribed HOURLY rate for that chappery of employment in the commendant is that the prescribed HOURLY rate for that chapper is the prescribed then the day of the chappers of experimental that the prescribed HOURLY rate for that chappers of experimental that the prescribed is the prescribed then the deduction, will be a change a commendant to the theory in the prescribed in the prescribed in the prescribed in the chapter of the prescribed in the prescribe
WORKING EMPLOYERS	Contributions for a Working Employee (Wash Code 2018). It is wholmed for a Montribution to the a Working Employee (Wash Code 2018) is usualized for 3th from 1 hashey 2017.
PENSION FUND	Phesion Fand Contributions to be sold for all Fendorses will be the Art and Endorses will be the Art and Endorse will be the Art and Endor
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COMMISSION EARNERS	All Sylds will be paid 40% commission. NO STOCK DEDUCTIONS REE ALLOWED: VAT AMOI ENVALVE GAIL IS DETRUCTABLE.
АВВЕЛАТОМ DESCRIPTOMS	Gr. Stappining Council [Gr. StapPining Council
LEARNERS	Positeix to as to nicide any apprentities
UNION FEE / AGENCY FEE	Union Members - Union Fee equates to \$148.00 per member. For member, For member value the age of 60, the Union fee equates to \$121.00 por month per member (Excliding the funesal benefit). How Union Members Woodhoom recovers rance as deserve sea accordate to the Linion

ANNEXURE "H2 REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 102 BEING EAST LONDON, PORT ALFRED, AND ALL OF THE MAGISTERIAL DISTRICTS OF THE EASTERN CAPE PROVINCE (EXCLUDING PORT ELIZABETH, UITENHAGE AND HUMANSDORP).

EOHCB Subscri	EOHCB Subscriptions See Annexure C	And the second s											
Bargainin	Bargaining Levy See Annexure C	And the state of t	Marketing of the control of the cont	Section of the sectio			The second of the second of the second			Andreas and the factor of the			The state of the s
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ork Code Description .	Jun 2023 Salary - Contribution Wage - Petition Fund and Council Fees	Sur 2023 Méninum Vésep: - for SPF Ceie only	2023 Weekly Fate	2023 Hourly Rate -45h/Perweek	2023 Union Fae	* BC Fee fR - Salon Reg pre Nov17 1.3% on Contribution When	Asserted Charles and Charles	REE at 1.3% of	* BC Fee EE - Salon Reg after Nov.13 - 1.3% of Contributing		-	2023 National SpF Employer based on	2023 National Spr
3089 Aesthetic Therapist	R 703335	0	1			San Sinterior	CONTROLLING Wage	Wage	Wage	Contributing Wage	Contributing Wage	Minimum Wage	Minham Wage
2002 Barber - Trainee				2	R 148.00	R 101.69	R 101.69	R 101 CO		-	-		
2004 Barber - Junior	2,001	2	1	R 25.42	R 148.00		B	0	-	æ	R 469.33	R 39.11	R 2012
2006 Barber - Senior	3,44,6	22		-	R 148,00	R 44.81	8	0	2 6	2	R 160.86	R 24.78	R 2475
3036 Beauty Technologist - Unqualified	3,091	2		œ	R 148.00	R 73.99	8		y d	cc	R 206.82	R 24.78	
3034 Beauty Technologist - Qualified	T'POS	×		R 25.42	R 148.00		8		×	ac		R 28.46	0
3020 Beauty and Skincare Therapist - Unqualified	8 4,955.85	25		R 25,42	R 148.00		2	< 0	20	R 99.57	R 99.57		2
3014 Beauty and Skincare Theranist	4,044	2	R 1,143.90	R 25.42	R 148.00	-	0	200	*	R 297.41	R 297.41		
3022 Salon Assistant	4,514	00	R 1,143.90	R 25.42	R 148,00	William or the last		K	2	R 242.67	R 242.67		-
4018 Divisar Worker	3,028	00	R 1,143.90	R 25.42	+	Married Street Street	-	×	04	R 270,88		8	
2010 Goneral Accietant	- Harten American	R 4,956,26	R 1,143.90 R		R 148.00	minning comment	2	N. T.	-4	R 181.71	-	0	and the form paper.
2012 General Assistant Chart	3,121	R 4,956,86		-	148.00	The same of the sa	2	R	-	R		24.78	
2014 Court A Line of the Court	R 3,277.29	R 4,955.86	8 1.143.90	-	0 140,00	-	*	R 40.58	R 40.58 R		0	2	×
2014 General Assistant atter 10 years	3,434	4,955.85		2 0	148.00	-	×	R 42.60	R 42.60 8	-		2 0	and the same
2020 Hairdresser - 1st year after qualified	R 5,443.27	R 4 956.85	1	0	N 148.00			R 44.65	-		-	2	2
2022 Hairdresser - Qualified	6,538	ric	1	28.62	148.00	-	R 70.76	R 70.75	00		-	and an opposite the same	R 24.78
2024 Hairdresser - Qualified - after 5 years		4	1	75.42	348.00	-	R 85.00	œ		0	× ,	R 24.78	R 24.78
2026 Hairdresser - Qualified - after 10 years	7 102		1	R 25.42	R 148.00	R 89.25	æ	2		-	2	R 24.78	æ
2046 LEARNER - Entry Level	2000	0 0	4	R 25.42	R 148,00 R	R 93.50	R 93.50	8	D	-	R 411.92	R 24.78	R 24.78
2048 LEARNER - Level 2	TO THE RESERVE OF THE PARTY OF	A C.1557.19 R	1	R 8.50	-	3	-	8	A 93.50 R	R 431.53	R 431.53	R 24.78	motors (SS) consumerous
2050 LEARNER - Level 3	And the second of the second o	-	1	R 17.00	R 148.00		oc.	0	SECURITY OF ANGESTICAL PROPERTY OF THE PERSONS	K.	R	R 8.29	Andrewson des reserves
2052 LEARNER - Level 4	9 3 900 50			R 26.21	R 148.00			8		2	R	R 16.58	Commence of the last
4000 STUDENTS - Entry Level	5000		1	R 38.25	R 148.00	R 49,44	R 49 44		STATE OF THE PERSON NAMED IN	ne		R 25,56	
4001 STUDENTS - Module 2 (Level 1 & 2)	The same of the sa	-	1	R 8.50	R 148.00		-	2	R 49.44	R 228.18	R 228.18	R 37.30	-
4002 STUDENTS - Module 4 (Level 3 & 4)	Andrews and a state of the second sec	8 3,325.23 R	9	17.00	R 148.00		8	D	× ************************************	8	ď	R 8.29	-
4003 STUDENTS - Module 6 (Level 5 & 6)		A-vibritation of the	1	-	R 148.00	R	R	A D	×	R	æ		R
3032 Manager - Beauty	3,803,00	-		38.25	R 148.00	R 49.44	R AG AA	ACCUSED TO SELECT OF SECURITY	R. Williams	R	8	Martin Anna market state	R
2060 Manager - Hairdresser			-	Menne	58.80 R 148.00	98 36	2000		K mm. inputering at	R 228.18	R 228.18	×	
2062 Manager - Hairdresser after 5 years	2000	de l'establishe		-		Service Company of the	26.20		X	R 453.95	R 453.95	×	*
2064 Manager - Hairdresser after 10 years	6050	- Mariana		×	25.42 R 148.00			00.23	2	R 358.25	R 398.25	R 24.78	2
3030 Manager - only (Beauty Establishment)	UNC'	-	1	W.	25.42 R 148.00	R 94.91 R			Υ.	œ	R 418.14	R 24.78	8
2054 Manager - only (Hairdressing)	7.7.7.	2,739,32	-	œ	29.28 R 148.00		R	8	The second second	oc	R 438,03	~	Z Z
2056 Manager - only (Hairdressing) after 5 years	m rec managed	4,536.35	-	R	25.42 R 148.00 R	3 62.53	æ	D	7 min manual man	2	œ	R 28.55	Management of the contraction of the parameter of the par
2058 Manager - only (Hairdressing) after 10 years	PCD T		1	æ	R 148.00	3 64,44	2000	D	Z.	W.	R 288.58	R 24.78	Management commension
3040 Nail technician - Unqualified	4,950	St. American	1	8		8 64,44	With franciscopy	D	W	æ	R 297.41	R 24.78	Vanadalahkush vijatiyasen
3084 Nail Technician - Certified	90.5757	de rane rate	- {	×	25.42 R 148.00			an Ryalderson Basharon (n	X C	0.00		æ	·
3038 Nail technician - Qualified	B 07-9007	As a Manusching	- 1	R 25.42	R 148.00	34.50	-	Thirty pages 1	*	R 154.74	R 154.74	-	
3088 Massage Therapist - entry level	3,095.56		- 1	R 25.42	R 148.00		dentarius cur a sa	2 0	00	œ	R 159.25		Water of Second
3087 Massage Therapist	2,401.90	-	- 1	R		distant vota		9704	A CALIFORNIA CONTRACTOR	8	R 185.79	manage of Allegan	des tambattes restaura
2067 Operator - Trainee	TO SAMPLE OF	Property of the Parket		W.			-	R	X	AND VALUE OF	R 147.71		UNITED A CAMERA
2068 Operator	2 2 4 2 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4	Annual in America	~	×		R 36.95	Managagas u	S S	T	R		R 24.78	Printed Chinase Gassin
2070 Operator - after 5 years	Manage process		ļ	æ		R 45.32 R	WALL STORY OF THE STREET	enternation of the same	W. 1. 1 11111 100	95.	the contraction (- co.)	R 24.78	in title Visidadine sammengary.
2072 Operator - after 10 years	R 3 025 07	A CONTRACTOR	-	R			-	R	· m un particular construction	~	æ	R 24.78	NAME AND ASSESSED.
МАЛК-ИЗИКИВИКИ — К. III IV. ДИМЛИЦИЯМ МАКИЙ-КЛАКИИМИКИ В ИДИЛИ, ПОПИТИВНИЙНИЙН ДИГ		A Section of the sect	K 1,143.90	~	25.42 R 248,00	R 49.87 : R	-	D	T .	œ.	R 219.62	R 24.78	B 24.76
						Section 1 1975 Section and Property Control of	- Annual Control	The supplemental street		R 230.16 R	R 230.16		8
												CONTRACTOR OF THE PROPERTY AND PROPERTY OF THE PROPERTY OF	Married - contact

ANNEXURE "H2'

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 102 BEING EAST LONDON, PORT ALFRED, AND ALL OF THE MAGISTERIAL DISTRICTS OF THE EASTERN CAPE PROVINCE (EXCLUDING PORT ELIZABETH, UITENHAGE AND HUMANSDORP).

EOHCB Subscriptions See Annexure C	is see Amnexure C					A Million or Anna Control States from annual Anna Control States	- September - Park of speciments -		And the second and sec	AND ADDRESS OF THE PROPERTY OF THE PERSON NAMED IN COLUMN SAFETY OF THE PERSON NAMED			-
Bargaining Lev	Bargaining Levy See Annexure C			Action of Sufference According to the Superior S	Transference and supplies of the supplies	And the special of the last of the special control of the special co	AND THE PERSON NAMED AND TAXABLE TO SELECT OF	THE PARTY OF THE PROPERTY AND ADDRESS OF THE PARTY OF THE	STATEMENT OF STREET, SALES AND THE TRANSPORTED STREET, SALES STATEMENT OF THE STREET, SALES STREET,	Philippe and supplementation of the beautiful and		A COLON OF THE LOCAL PROPERTY OF THE LOCAL P	AND THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
Basic establishment charge *	**	THE RESERVE THE PROPERTY OF TH	And the statement of th	AND PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON OF THE	THE STREET, ST. STREET, ST. STREET, ST. ST. STREET, ST.	AND THE RESIDENCE OF THE PROPERTY AND THE PROPERTY OF THE PROP	A STATE OF THE PERSON NAMED IN COLUMN 2 ASSESSMENT OF THE PERSON NAMED IN COLUMN 2 ASSESSMENT OF THE PERSON NA	Andreas of the Control of the Contro	AND ASSESSMENT OF THE PERSON NAMED OF TAXABLE PARTY.			Accession of the Accession of the Continue of	THE WASHINGTON THE WASHINGTON WHITE PARTY AND ADDRESS.
Yotal minimum charge *												AND THE PERSON OF THE PERSON O	The analytic statement of the statement
To the comment of the	ANTONIO NA CONTRACTOR OF STREET		Service of Control and Service Towns	Participation of the second second		A CANADA STATE OF THE STATE OF	ar to the manufacture,	-					
Verif Code Work Code Description	Jun 2023 Salary - Cortribution Waga - Pension Fund and Council Rees	Nur 2023 Minimum What-for SFF Calc only	2023 Weekly Rate	2023 Hourly Rate - 45h/Par week	2023 Union Fee	* BC Fee ER - Salon Reg pre Nov17 - 1,3% on Contributing Wage	* BC Fee EE - Salon Reg pre Mov17 - 1.3% cm Contributing Wage	* BC Fee ER - Saton Reg after Mov17 - 1.3% of Contributing	* BC Fee EE - Salon Reg after flood.7 - 1.3% of Contributing Wage	2023 National Perision Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SPF Employer based on Minimum Wage	2023 National Spi Employee based on Minimum Weer
2074 Operator - Multi skilled	R 4,260.98 R	R 4.956.86	R 114390	D 25.43	0 440.00	CTATOL PROPERTY.	att payment and	STORY CAMPETERS	-4	O CONTRACTOR OF THE PARTY OF TH			
2076 Operator - Multi skilled - after 5 years	-		1			*	ac l	*	-	R 255.66	R 255.66	8 24 79	D 24 700
2078 Operator - Multi skilled - after 10 years			1		140.00	2 2	2	œ		R 268.41 R		000	D 24.78
3042 Receptionist - Beauty Establishment	R 4,956.86 R	4.955.86	1	a a	A 140.00	2 0	1	ac	8	R 281.26 R		ac	-
2080 Receptionist- First year of experience	R 4,956.86 R	4.955.86	1		25 43 D 440 OC 1		*	20	×	64,44 R 297,41 R	R 297.41	-	Manager of the Control
2082 Receptionist - Hairdressing salon		-	1	-	S 146.00	×	oc.	R 64.44		×		-	20
2084 Receptionist - Hairdressing salon - after 5 years	-	6 492 27	1	-	32.44 K 148.00	X	2	R 81.64	R 81.64	00	-	0	4
2086 ReceptionIst - Hairdressing salon - after 10 years	R 6.909.92 R	क कान क	j	-	N 148.00	×				or.	-	2	2
3048 Somatologist 3 Years	1	-	1	Section Sections	K 148.00	2	R 89.83	R 89.83	œ		-	-	Total Section Section
3052 Somatologist B Tech - 4 years	and the last of th	-	1	-	25.42 R 148.00	R	R 61.62	œ	ρc	Annual Comment	Marie Sanda Caracterista	STREET PROPERTY.	-
3054 Somatologist - B Tech Laser	-	00'852'6'	1	-	25.42 R 148.00	œ	R 64.44	R 64,44	00	2		2	200
1012 Specific Skilled Switer	AND COMMEN	5,509,67		-		R 71.63 R	R 71.63	×	8	0	-	*	R 24.78
1014 Specific Skilled Styliet a Store Cooper	-	1		1	R 148.00	R 35.93 R		8	a	2		8	R 27.55
1016 Coocific Children - After 30 Manual	ANYTHME MANAGE	-			25.42 R 148.00	R 37.73 R	THE RESERVE THE PERSON NAMED IN	and the second second	-	C	× .	R 24.78	8 24.78
Gracific Ckillad Challet Agian path and Challet Land	K 3,039.73 R	1 4,956.86 R	R 1,143.90 R	-	25.42 R 148.00	R 39.52	AND DESCRIPTION		-	2 4	×	R 24.78	R 24.78
1000 Platting, Cutting	R 1,801.75	4 955.86	R 114390 R		0 440 00	T. C.	definition Charleson	The second second		R 182.38 R	R 182.38	R 24.78	R 24.78
Specific Skilled Stylist - doing only one of the following: Braiding,	8 1 897 09		1		140,00	-	R 23.42	R 23.42	R 23,42	R 108.11	R 108.11 R	R 24.78	R 24.78
Muoz Platting, Lutting after 5 years Specific Cicilad Shaller Advances to the full		8 4,956.86	R 1,143.90 R	R 25.42 R	148.00	R 24.50	R 24.60	24.50	۵	£			And the second s
1004 Platting, Cutting after 10 years	R 1,982.44	45 50 50 50 50 50 50 50 50 50 50 50 50 50	1 142 90	٥	75 A2		The state of the s			113.53	R 113.53	R 24.78	R 24.78
2089 Working Employer (in Salon with Staff)	R 6,996.11 R		1	2 2	R 146.00	K 25.77	R 25,	R 25.77	ernoof-	R 118.95	R 118.95	R 24.78	R 24.78
NOTES	AND THE PROPERTY OF THE PROPER	The same property and the same state of the same same same same same same same sam	1	and the second	The state of the s	National Control of the Control of t	× ×	R	R.	R	æ	R 104.94	05
				The second secon									
CASUAL EMPLOYEE	An employee who su Remuneration / Bas	An employee who substitutes for any permanent employee who is sick or an leave Remuneration / Basic Salary / Wages shail be calculated at the prescribed HOURIY rate for they categories.	anent employee be calculated at	who is sick or an the prescribed Ho	DURIY cate for	that cataoons of				Activities and the second decision of the second se			
	An employee who w	An employee who works 1 or 2 or 3 or 4 days per week	ys per week			o in a name of the	apportacht.	The sold country of the sold country and the sold country of the s	The state of the s	And the second s			
PART TIME EMPLOYEE	Should the Council r	Retromeration / Basic Salany / Wages shall be calculated at the prescribed HOURLY rate for that rategary of employment. Should the Corncil for tecaive the Power calculated salary from the Employer (Salcu ownert), then the salars of true fail Time notation, we have taken as	be calculated at Iculated salory f	the prescribed Hi	DURLY rate for r (Salon owner	that category of e	aplayment f the Full Time posit	and the three last of the					
MADDING CAMPING	if received, then the	if received, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked and at the full amount of days worked and at the full amount of days worked.	aged accordings	r to the lower arr	ount for the a	ctual amount of da	ys worked and not t	he full amount of day	gory will apply.				
AND LONG TO THE PROPERTY OF TH	Contributions for a	Isr a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017	rk Code 2089), is	voluntary for SP	F from 1 Janua	ry 2017					AND THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	The second dispersion of the second dispersion	
PENSION FUND	Pension Fund Contri	butions to be need hype	Il Employees vel	ha On Table									
DALY RATE CALCULATION	Basic Salary / Wage	Wage divided by 4,3333 divided by 4,3333 divided by 4,3333 divided by 4,333 divided by 4,33	ed by 45 = HOLL	SIY Rate multiply	his hours area	s employee Contr	coutions payable by	all Employers will be	6% of the Basic Sal	ry of the Employee.			
COMMISSION FARNERS	All Stylst will be paid 30% commission	d 30% commission			of stories well	eo on the day		STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN T					
	NO STOCK DEDUCTI	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDICTIONS	AT AND LOYALT	Y CARD FEES SHA	ALL BF DEDIC	1487 6						American philosophy american is provided and the second of	
	BC = Bargaining Council	ncii								AND THE PERSON NAMED IN COLUMN TWO PERSONS ASSESSED.		The state of the s	
ABBREVIATION DESCRIPTIONS	SR v Employee												
	SBF v Sick Benetit Fund	200											
	SPF = Sick Pay Fund												
LEARNERS	Learners to also incl	Learners to also include any apprentices				THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN THE PERSON	The state of the s	STATE OF THE PERSON NAMED					
	1											A CONTRACTOR OF THE PERSON NAMED IN COLUMN NAM	
UNION FEE / AGENCY FEE	Onion Ivembers, or	omen remosts, Union rec equates to 8.148,00 per month per member. For members what join UASA after the age of 60, the Union fee equates to 8.121,00 per month per member (Excluding the trunsent beneated)	48.00 per monti	per member. Fo	or membars w	na join UASA after	the age of 60, the Ur	sion fee equates to f	t 121.00 per month	per member (Exclud	ing the funeral benefit	8	
	Non- Union Membe	Non-Union Members Non-Union members pays an Arency Fee equal to the Union mondeastes for	5 pays an Agens	ov Fee equal to th	inion more	despite form and	4						
THE SAME SECTION OF THE PROPERTY OF THE PROPER	The second name of the second na		-	and the second name of the secon		MINISTER LAND MALLEY	ny na ana mana per per	son per month hat w	ith no UASA benefi	eî.			

Particular Par			The same of contact of the same of the sam	And the state of t	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	M. measurement is quar.	Control of the Contro	an intermediate of english department of the same	S Market Market state, surremental de la con-	A Comment of Springerman providing accounts	The state of the s			i
Particular Par	Bargaining L	Levy See Annexure C	and the second s	And the state of t	COLUMN SERVICE	The water control of the president and	Commission of the commission of the commission of	A STATE AND A STATE OF THE PROPERTY OF THE PERSON OF	THE PROPERTY OF THE PROPERTY O		A common windshire immunity and improve the common of the properties of the common of the properties of the common	THE PARTY OF THE P	The state of the s	
Particular Par	Basic establishment charg	* es		The state of the s	The first At the second		And the state of t	And the second s	The state of the s	Control of section is a section of the control of t	And the same of th	And the second s	And the second s	The same of the sa
Particular Par	Total minimum charge			The second secon	Comment of the second s	Section of the sectio	MANAGEMENT STREET, STR	The same of the sa		The second secon		The state of the s		
Control Cont	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council	Hen 2023 Airlineam Vizer . On 599 Culcumy	1	1023 Hourly Rate 45h/Per week	-	BCFee ER - Salon Reg pre Nov.17 - 1.3% on	* BC Fee EE Salon Reg pre Nov37 - 1.3% on	* BC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing	* BCFee EE - Salou Reg after Nov17 . 1.3% of Contributing	2023 Mational Pension Fund (ER) - Contribution When	2023 National Pention Fund (EE)	1	
R. 246700 R. 456866 R. 1,14500 R. 25421 R. 14800 R. 24421 R. 44201 R. 442	3089 Aesthetic Therapist	7,822.23			1	140.00	offers distriction	Authoriting Wage	Wage	Wag	offers Symposinion	Condition and Wage		Minimum W.
A SEPARA	2002 Barber - Trainee	2.581.00	1	1		140.00	T	101.69		8	œ		8	8
R. 450646 R. 4	2004 Barber - Junior	1	4 956.86	1		140.00		34.85	-	04	R	R	œ	oc
Part	2006 Barber - Senior		1		29 19	148.00	-	44.81		000	~	æ		×
R. 1997.78 R. 249.78 R. 1997.78 R. 1997	3034 Beauty Technologist - Qualified		R 4,956.86		1	148.00	-	13,33		×	œ	~		œ
日 3. 246644 8 (345648 8 1,14390 8 73-54 8 4460 8 4776 8 477	3036 Beauty Technologist - Unqualified		4,956.86	i	25.42		-	17.53	-	20	2	2		œ
8. Agging In Quantity 9. Agging In Quantity	3020 Beauty and Skincare Therapist - Unqualified	3,284.61	4,956.86		25.42		42.76	42 70	-		2 0	*	~	œ
R. 4.5495.58 R. 4.5495.68 R. 1,445.90 R. 5,524.78 A. 1,445.90 R. 5,524.78	3014 Beauty and Skincare Therapist		4,956.85		The second second		-	47.55	-		2	-	-	œ
R. 1074-55 R. 1455-56 R. 1445-90 R. 25-26 R. 4460-0 R. 25-26 R. 45-26	3022 Salon Assistant		8,956,86 R					31 97	-	2 0	2 0	æ .	œ	œ
R. 11/2566 R.	4018 Drybar Worker	- 4		1,143.90	æ	R 148.00	59.38	59 38	Add to manners	0	2 0	× 1	8	oc.
R 1,755,60 R 456,66 R 1,145,90 R 2,145,90 R 2,	2000 General Assistant	- 1	R 4,955,86			R 148.00 F	21.77	21.77	-		4 0	2 0	3	20
R. 13860/2 R. 4 (1966-6 R. 114390 R. 15242 R. 14800 R. 15246 R. 14200 R. 15246 R. 12400 R. 15246 R. 12400 R. 15246 R. 12400 R. 15242 R. 14800 R. 15242 R.	ZUIZ General Assistant after 5 years	- 1	R 4,956.86	1		R 148.00 F	22.82	R 22.82	-		4 0	×	2	oc.
R. A. 2006-60 R. A.	2014 General Assistant after 10 years	- }	R 4,956.86			~	23,49	8 23.49				2	30	oc
Part	Zuzu Hardresser - 1st year after qualified	- 1				oz.	44.02	44.02	-	. 0	4 0	2	Photogramman was assessed.	æ
R. 4,200,458 R. 4,555,568 R. 1,443,509 R. 254,56 R. 4,645,09 R. 254,56 R. 4,645,09 R. 254,56 R. 4,645,09 R. 254,56 R. 4,645,09 R. 254,56 R.	2022 Hairdresser - Qualified	- 1	R 4,955.86			as	-	52.02		2 00	2 0	×	R	×
R. 4,403.56 R. 1,445.50 R. 1,445.50 R. 2,547.6 R. 1,445.50 R. 2,447.6 <	2024 Hairdresser - Quantied - after 5 years	- 1	1	1	1	06	54.63	54.63		00		E 0	×	2
Revert	2046 I CADNED FORM LAND	-	1	1	7	œ		57.24	-	8	2	4 0	×	2
Record R	2049 EADING CADING CALL			382.55	2	×				8	Acoustic Company	0	2	× 0
Revert 8.2.2 R. 2.806.66 R. 7.459.29 R. 1.721.41 R. 1.725.90 R. 262.71 R. 48.00 R. 2.64.9 R. 2.64	2050.1 FARNER Local 2		1	765,06	~	R 148.00	-	or.	- AE	oc.	· ac	~	Philips or a second language	X C
National Section National Se	2052 LEARNER - Level 4	ţ	***		-	148.00	-		Commence of the last		œ	ď	The comments of the comments	- 4
R 2,213,	4000 STUDENTS - Entry Level	1	1			2	-	36,49	And in contrast of the last of	00	œ	~	ac.	. 60
R	4001 STUDENTS - Module 2 (Level 1 & 2)	and managed the second of the	3 315 73	00	1	20	*	And an instrumental property of the last o	R	8	× .	œ	The part of the state of the st	K
R 5.260.656 R 2.260.656 R 2.260.666 R 2.260.656 R 2.260.656 <th< td=""><td>4002 STUDENTS - Module 4 (Level 3 & 4)</td><td></td><td>R 5,111.13</td><td>· a</td><td>-</td><td>140.00</td><td></td><td>X</td><td>R</td><td>oc .</td><td>*</td><td>ď</td><td></td><td></td></th<>	4002 STUDENTS - Module 4 (Level 3 & 4)		R 5,111.13	· a	-	140.00		X	R	oc .	*	ď		
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ANNEXURE "H4"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 104 BEING PORT ELIZABETH, UITENHAGE AND HUMANSDORP.

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Thing the control of the control o	2050 LEARNER	- LEVEL 2		-		oc.	1	ac .	O'Characteron and and and and and and and and and an	Manager (Lefts: France page at the page of	K	R			8
National Control Con	2052 LEARNER	w fourth	***************************************	54	-	æ	2		-	Complice arthrotheral	, a		œ	-	œ
Statistical Residual Residua	4000 STUDENT	5 - Entry level	3,8	6C 8		8	œ		Marian (Appropriate	-	A Proposition of the Persons of the		00	æ	
Nationalist Control Section	4001 STUDENT	5 - Module 2 (Level 1 & 2)	And the second s		-	œ	æ	22	-	A CONTRACTOR OF THE PARTY OF TH	Annual Contraction	***************************************	2	04	
State Stat	4002 STUDENT	S - Module 4 (Level 3 & 4)	-	Communication	************	œ	œ	œ	æ	ACAMPAN SATURATION OF THE SAME	B The second sec	, , , , ,	K	-	
Manage M	4003 STUDENT	5 - Module 6 (Level 5 & 6)		21	-	ec.	æ		O.	Andreas of the second second	ď	2	×	Mary Constitution of the last	
Manager-Hairfresser Parager-Hairfresser	3032 Manager	- Beauty	5	- 1	ĺ	œ.	-	R 49.92	*	STORY OF LANSE	*	AND STREET, ST	entresides, planta	and the state of t	Tripping Control of Control
Manager-tháricresce réfors Sears R 7,144.05 R 1,145.90 R 2,546.6 R 1,145.90 R 2,546.8 R 1,145.90 R 2,546.8	2060 Manager	- Hairdressen	, 6			~ (æ	250			1	1	to high war and	×	MI TO A MANAGEMENT OF THE PARTY
Manage: only (Bearder State) A	2062 Manager	- Hairdresser after 5 years	A REAL PROPERTY AND ADDRESS OF			x 0	٧.	œ	-		TO THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS	-	Account of the last	2	-
Manager - only [Beauty Exhibithment] R 5,988-36 R 5,884-36 R 1,485-30 R 1,485-	2064 Manager	- Hairdresser after 10 years	-	8	Ì	× 0	ا د	or.	Ann and an annual section of	-		- manufacture de la company	1000	9	Andrew Management
Managet - only (Natidecesing) R 5.996.67 R 7.54.67 R 7.55.67 R 7.65.77 R 7.65.	3030 Manager	- only (Beauty Establishment)	มา	10		2 0	1	× 4	-	NAME AND DESCRIPTIONS		and the same	and the second	: c	The second secon
Managere - conf / Haindressing) after 5 rears R 6256.68 R 2256.68 R 2256	2054 Manager	- only (Hairdressing)				2 0	1	-	-	A STATE OF THE PARTY OF THE PAR		Crimento na	R		
Manager and Mana	2056 Manager	- only (Hairdressing) after 5 years	9	8		0	٠,	The Committee Age	8		oc.	1	R	Q.	
Particularities Particular	2058 Manager	- only (Hairdressing) after 10 years	8	5	1		٥ م	ж 31.86	oc l	8	and the same of th	œ	R	~	9
National Conference R 2,127.86 L 2,645.60 R 2,645.60	3040 Nail tech	nician - Unqualified		27	1	n	1	92.76	-	os .	* was		8	8	B
Massage Threshold	2024 Nail Fed	nican - Certified	2,	1,0		ď	1	e 0	about the sections	And the second second	***************************************	-	œ	8	R
Massage transport entry level R 246190 C 105656 R 1,143390 R 2542 R 1,4830 R 2542 R 2543 R 2	2089 MAIN VECT	MCBN - CUBINIEC	2,	3	œ	٥	1	α	***	The State of the S			oc	æ	2
Contraction R 4,557.88 r 4,557.88 r 4,557.88 r 4,455.98 r 4,455.99 r	2087 Mason	merapist - entry tevel	2,	7	œ	œ	В	8	or Atlantament			2	æ	~	æ
Control of the cont	20CT OFFICE	THE ACTS	4,	1	æ	æ	α		-	M. I. College and Addressed	7	×	R	œ	~
R 3,371.9 R 3,571.9 R 3,	Operator Contract	* IFAIRE	3,	4		œ	}	a			or til Auto modern	R	ж	æ	R
Comparison with Solided August August August August August Augus August Augus Augu	2070 Operator	erik i jakoi formateiditelejejes (iles ssijassejelemententen et i 15. jakop conducto. Valistelejennintententententententententententententen	3,	X	8	æ	8	2	e a	* 0	Parent Annual P	R	æ	oκ	8
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110000 8 241 8 251	2074 Cherato	· area 18 years	4,	12.		œ	8	And in column to the owner, the column to th	1 3 Occabilities of the	***************************************	-	8	œ		8
	KOV4 OPERATO	* - 1970-IL SKRIPC	¥	2		00	æ	CHILDREN MARIANA		D	A	œ	A.	ex.	œ
	A Carried and a second	•													



ANNEXURE "H4"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 104 BEING PORT ELIZABETH, UITENHAGE AND HUMANSDORP.

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	WO GOING LOW	T THE WINCOME C			The state of the s	THE PERSON NAMED AND POST OF THE PERSON NAMED			TANKE THE CONTRACTOR OF THE PARTY OF THE PAR	And in factor and freeze, and the factor of	And Vertical Act chapters of the Commence of t	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT		The second secon
	Basic establishment charge *	ez.						The same of the sa	A Abbon and supergraves Well-Mandamphanes	AND SALABORA SALABORA OF SALABORA OF SALABORA SALABORA			MAAAAAAA peessa waaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	The second secon
-	Total minimum charge * R	*												
ork Code	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jun 1922 Mitmesta Maga - Sor Sef Calo saliy	2023 Weekly Rate	2023 Hourly Rate - 45h/Par week	2023 Union Fee	* BC Fee ER - Saton Reg pre Nov17 - 1,3% on Contributing Wage	* RC fee EF - Salors Reg pre NovII - 1.3% on Contributing Wage		* BC Fee ER - Salon * BC Fee EF - Salon Reg after Nou(1) - Reg after Nou(1) - Ang after Mou(1) - Ang after Mou(1) - Wage	2023 National Pension Fund (ER) - Contributing Wage	2025 National Persion Fund (EE) - Contributing Wags	2023 National SPF Employer based on Mitrigram Wage	2023 National SPF Emphoyee based on Minimum Missa
2076 Ope	2076 Operator - Multi skilled - after 5 years	R 4,697.64	8 4.956.85	R 1 143 90	Ch 3r A		No.		THE PERSON NAMED IN			******		
2078 Ope	2078 Operator - Multi skilled - after 10 years		24	0	D 75.42	1	-	2	R	R 61.07	R 281.86	5 R 281.85	R 24.70	
3042 Rec	3042 Receptionist - Beauty Establishment		a			148.00	*	~	R 63.98	R 53,98	R 295.31	02	0	
2080 Rec	2080 Receptionist - Hist year of experience	a distanta	C	۷ ۵		148.00	R	R 69.11	æ		-			*
2082 Rea	2082 Receptionist - Hairdressing salon	Manager (Section)	2 12		1	148.00	æ	3 62.96	R 62.96 R	A Venture of the least of the l	Chick designation			2
2084 Rec	2084 Receptionist - Hairdressing salon - after 5 years	-	-	-	1	1	×	75.52	æ		8	-	4 0	2
2086 Rec	2086 Receptionist - Hairdressing salon - after 10 years	- Victoria Company		-	31.28	1	-	79.29	œ	The same of the sa	~		2	
3048 Son	3048 Somatologist 3 Years	reconsistence		-	32.78	- 1		R 83,08	æ	Management of the second	0	2	2	or.
3052 Son	3052 Somatologist B Tech . 4 years	order) to make	1	٧	R 25.42 R	- 1	R 63.56 R	R 63.56	ac				R	os.
3054 Son	3054 Somatolist & Tock Lear	Appendix of	1	~	R 25.42 R			MANUAL PROPERTY OF THE PARTY OF	02	9	7	-	æ	œ.
1013 Cros	1013 Crowin Chillest Ch. 13-4	And wirespieces in the lands in the	-		R 29.15 R	R 148.00 R		4	-	-	2	-	R 24.78	æ
Thre Can	1914 Consider children for the care	R 2,818.92 R	0000	R 1,143.90	R 25.42 R	1	Miller property and the second			and desired to our	œ	341.00 R	R 28.42	8
ade and	durc skilled stylist - after 5 years	R 2,959.45	N 4,956.26	œ	COMPAND OF THE PARTY OF THE PAR	1	THE REAL PROPERTY.		2	-		œ		8
1016 Spe	AUL6 Specific Skilled Stylist - after 10 years	R 3,101.63 R		œ	No.	2000	desire and annual server	×	2	oc.	R 177.57 R	7 R 177.57	8	0
Spe	Specific Skilled Stylist - doing only one of the following: Braiding,			and and a	14 Million of the same	740,00	K 40.32	R 40.32	R 40.32	R 40.32	æ		2	
1000 Pfat	1000 Pietting, Cutting	R 1,836.90	4,856.86	2 1 142 00 0	25 43 50	200						Million Annual A	-	
Spe	Specific Skilled Stylist - doing only one of the following: Braiding,		-	-		148.00	N 23.88	R 23.88	R 23.88	R 23.88	R 110.21 R	1 R 110.21	R 24.78	34.70
JUUZ Pla	1002 Platting, Cutting after 5 years	R 1,928.91	8 4.956.86 R	R 1,143.90	8 25.42	R 148 00	90,20	6				The same of the sa		0/47
2004 Plat	Special Skilled Skylist - doing only one of the following: Braiding, 1904 Platfing, Entline after 10 years				Management of the second		With dealer and the state of th		x 25.08	R 25.08	R 115.73	3 R 115.73	R 24.78	R 24.78
2089 Wo	2089 Working Employer (in Salon with Staff)	R 6.219.30 R	R 43,955,85 R	-	R 25.42	R 148.00 R	R 26.27	R 26.27	R 26.27	R 26.27	AC 101 26	۵		
	The state of the s			N 1,481,39	K 32,92						a		X	
L	NOTES									Andrea of the format is a contract of the cont		N .	R 96.29	T.
	CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Romuneration / Basic Salary / Wages spail be zalculated at the meconheal tonion years.	bstitutes for any i	who substitutes for any permanent employee who is sick or on leave n/ Basic Salary / Wages spall be calculated at the mecrebed unit in or	ee who is sick or a	nn feave			A CONTRACTOR OF THE PERSON OF	Autoritation of the state of th		AND		
		An employee who works 1 or 2 or 3 or 4 days per week	orks Lor 2 or 3 or	d days per week	The state of the s	HOORES 1916 II	or char Caregory of	employment	THE RESERVE AND THE PERSONNELS A	Interested in the latest the late				
	PART TIME EMPLOYEE	Remunders on / Basse Salary / Wages Shall be calculated at the prescribed HOURLY rate for that category or employment	c Safary / Wages s	half be calculated a	the prescribed	HOURLY rate for	or that categony or	employment						Ambalantas A
		Should the Council t	ot receive the low	er calculated salar	from the Employ	rer (Saton own	er), then the salary	Should the Council not receive the tower calculated salary from the Employer (Salon owner), then the salary of the full Time position for that Lob Calment will associate more at a salary and the salary from the Employer (Salon owner), then the salary of the full Time position for that Lob Calment will associate the salary from the Employer (Salon owner), then the salary from the full Time position for the salary from the salar	ition for that Job Ca	where they worked.				100.000
	WORKING EMPLOYERS	Contributions for a	Morbing Enterland	changed accordin	gy to the lower a	mount for the	actual amount of c	Chariteutions from the evolutions must be charged accordingly to the lower amount for the actual amount of days worked and not the full amount of lasts worked and not the full amount of lasts worked.	the full amount of t	tays worked.				
		2017 January 2017	okorden Grand	ANOTH CODE CURS!	is voluntary for 5	PF from 1 Janu	rary 2017	Annual Control of Cont				Commence of the Commence of th		
1	PEKSION FUND	Pension Fund Contri	butions to be paid	by all Employees u	fill be 6% of the B	asic Salary of re	No Emphases	Contributions to be paid by all Empireves will be 6% of the Basic Salary of the Graphuse Practice.			A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS N		The state of the s	
	DALLY KATE CALCULATION	Basic Salary / Wage	divided by 4,3333	Wage divided by 4.3333 divided by 45 = HOUSLY Rate multiply by hours worked on the day	URLY Rate multip	by by hours wo.	rked on the day	Amount by payable to	y an emptoyers will	he 6% of the Basic	Safary of the Emplo	yee.		
	COMMISSION EARNERS	All Stylist W:ll be paid	be paid 30% commission							To the second se		And the second s		
	Prototomoreal of Linear Advances are an Advance Appetung and Advances and Advance Advances and Advances are an Advanced Advance Advanced Appetung Advanced Appetung Advanced Appetung Advanced Appetung A	BC * Bargaining Council	neil	D. VAT AND LOYA	LTY CARD FEES SI	HALL BE DEDU	CTABLE							
		EE = Emoloyee										PROPERTY OF THE PROPERTY OF TH		жандогого
	ABBREVIATION DESCRIPTIONS	ER - Employer												
		SBF = Sick Benefit Fund	put											
	1 EADS ED.	SPF # Sick Pay Fund	the state of the s											
	LECTRIC LEGISLATION CONTRACTOR CO	Learners to also include any apprentices	use any apprentic	15					The state of the s					ner steep
	UNION FEE / AGENCY FEE	Union Members. Un	ion fee equates to	R 148.00 per mon	th per member, 1	Cor members a	who toin HASA who	the state of the	4		Works to side our summing this is broad and proposed to	Union Members, Union fee equales 10 R 148.00 per month per member. For members with a suit a few was a most constant.		
_		Non- Union Membe	15: Non-Union mer	obers pays an Age	nov Fee easal to 8	he I fnine mon	shooning food on and	Man. Union Members: Non-Lition mombers 1999 an Agenty Fee equal to the timen mondown to the control of the cont	Union ree equates (о R 121.00 рег то	Ith per member (Ex	cluding the lungral b	enefit)	diagnosco d

24.78 24.78

BARGAINING COUNCIL

ANNEXURE "H5

2023 National SPI Employee hased o Minimum Wage

20023 National Spf Employer based on Minimum Wage

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 105 BEING THE MAGISTERIAL DISTRICT OF ALBERTON

469.33 R 162.38 R 240.77 R 25.39 R 121.83 R 121.83 R 121.83 R 121.83 R 121.33 R 121. 255.43 R 465.03 R 465.03 R 465.03 R 415.00 R 415 2023 National Pension Fund (ER) -Contributing Wage *BCFee ER-Salon Rug after Non.1" . Reg after Non.27 . 3.3% of Contributing 1.3% of Contributing Wage 35.18 45.23 45.23 74.69 76.40 66.40 67.51 71.15 59.38 59.38 73.62 74.62 47.59 * BC Fee EE. Salon Reg pre Nov.07. 1.3% on Contributing Wage * BC Fee ER - Salon Fag pre Novi? -1.3% on Contributing Wage | 19 | 1722223 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,045.26 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,143.90 | R | 254.2 | R | 146.00 | R | 1,143.90 | R | 254.2 | R | 1,143.00 | R | 256.26 | R | 1,143.90 | R | 254.2 | R | 1,143.00 | R | 2023 Utrion Fee 2023 Hourly Rate - 45h/Per week 2023 Weekly Rate Mukmum Wage -for SPF Cale make 3,660,58 | 7,366,10 | 7,366,10 | 7,733,91 | 8,101,74 | 6,986,54 | 6,580,03 | 6,633,80 | 6,633,80 | 6,633,80 | 6,633,80 | 6,536,07 | 8,173,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,56 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,473,50 | 3,660,58 EOHCB Subscriptions | See Annexure C Bargaining Levy | See Annexure C Basic establishment charge * R Total minimum charge * R 2009 Baztee-ir Therapists
2006 Baztee-i- Transe
2006 Baztee-i- Lanion
2006 Baztee-i- Lanion
2006 Baztee-i- Lanion
2006 Baztee-i- Lanion
2006 Baztee-i- Senion
2007 Beauty and Sidncare Therapist - Unqualified
3004 Beauty and Sidncare Therapist - Unqualified
3004 Beauty and Sidncare Therapist
2002 Beauty and Sidncare Therapist
2003 General Assistant are 10 years
2004 General Assistant after 10 years
2004 Hairdresser-Qualified - after 5 years
2005 Hairdresser-Qualified - after 5 years
2006 Manager-Hairdresser after 10 years
2006 Manager-Hairdresser after 10 years
2006 Manager-Hairdresser after 5 years
2006 Manager-Hairdresser after 5 years
2006 Manager-Hairdresser after 10 years
2007 Manager-Hairdresser after 10 years
2007 Manager-Hairdresser after 10 years
2006 Manager-Hairdresser after 10 years
2007 Manager-Hairdresser after 10 years
2006 Manager-Hairdresser after 10 years
2007 Manager-Hairdresser after 10 years
2008 Manager-Hairdres Beauty and Skincare Therapist - Unqualified
Beauty and Skincare Therapist
Solon Assistant Work Code Description 2008 Operator 2070 Operator - after 5 years Work Code

Chairperson: P Matjebe Date: 01 June 2023

THE PROPERTY OF THE PROPERTY O	THE PROPERTY OF THE PROPERTY O	B	V F J H	MIN		RAPCAINING A COLINICII	3	And has been so the published the second	The state of the s	Control of the Contro	The second second	The state of the s		
Code Week Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Minimum Wages	2023 Weekly Rate	2023 Hourly Rate - 45h/Per week	2923 Union Bu Fee Cor	* BC Fee ER - Salon Reg pre Noul7 - 1.3% on Contributing Wage	* BC Fee EE - Salon Reg pre flov17 - 1.3% on Contributing Wega		* BC Fee ER - Salon * BC Fee EE - Salon Reg after Nord? - 1.3% of Contributing 1.3% of Contributing Wage	alon 2023 National 17 - Pension Fund (ER) - uting Contributing Wage		2023 National Pension Fund (EE) - Contributing Wage	2023 National SPF Employer based on Minimum Wage	2923 National SPE Employee based on Minimum Wage
2072 Operator - after 10 years	TO THE PERSON NAMED IN	R 4,956.86	R 1,143.90	R 25.42 R	R 148.00 R	61.00	R 61.00	R 61.00	R	61.00 8	384 53 0	64 600	- Charles	CHARLES AND CO.
2074 Operator - Multi skilled	-		1,143.90	25.42	R 148.00 R		×	2	R	8	-	or us or just an owner	The second second	PARTY AND ADDRESS OF THE PARTY AND THE
2076 Operator - Multi skilled - after 5 years			1,143.90			64.44	R	R	8	Charles de Constante	-	-	AND PROPERTY OF LANDS	
2078 Operator - Multi skilled - after 10 years	R 4,956.86		1,143.90	œ	R 148,00 R	64.44	8	R	8				-	R 24.78
3042 Receptionist - Beauty Establishment	-	8	1,439.11	R 31,98	R 148.00 R	81.07		oc.	at	00		-	R 24.78	2
2082 Receptionist - Hairdressing salon	R 4,374.95	22	1,143,90	œ	25.42 R 148.00 R		R 56.87	R 56.87	22	-	+	-		51.18
2086 Receptionist - Hardressing salon - after 10 years		æ		1	25.42 R 148,00 R		R 62.57		œ	R	-			-
2084 Receptionist - Hairdressing salon - after 5 years	-	×			25.42 R 148.00 R		R 59.71	at	-	8				-
3048 Somatologist 3 Years	Section and Designation of the least of the	04	04	-	29.46 R 148,00 R	74.69	R 74.69	æ	œ		-		A 07-05 D	manuficularies (manuficularies)
3052 Somatologist 8 Tech - 4 years	-	ce .	1,449.65		32.21 R 148.00 R	81.66		2	œ	4	-		2 0	Consequence of Section
3054 Somatologist - B Tech Laser	-	04	1,555,72		34.57 R 148.00 R	87.64	R 87.64	CK.		00		-	0	-
JOJZ Specific Skilled Stylist	Section (section)	1	R 1,143.90	æ		35,64 R	R 35.64	oc.	00	1	+			
1014 Specific Skilled Stylist - after 5 years	-	-	œ		1 148.00 R	37.44	œ	ce	65	~	-	and the same of the same	-	2 0
1016 Specific Skilled Stylist - after 10 years	R 3,016.08	8 K 4,956.86	R 1,143.90 R		25.42 R 148.00 R	39.21	2	8	00	· a	-	STREET, SQUARE, SQUARE,	24,78	*
Specific Skilled Stylist - doing only one of the following: Braiding, 1000. District Cutting.	6	0									mferre		K 24.78	R 24.78
Specific Skilled Stylict - doing only one of the following: Braiding	1	02.068.40 H	K 1,143.90	R 25.42 R	148.00 R	23.12	R 23.12	24	23.12 R 23	23,12 R	106.70 R	106.70	R 24.78 8	8 24.78
1004 Platting, Cutting after 10 years	R 1,955,60	0 8 4.956.86 R	R 1.143.90	α	25.42 B 148 PM D		0	4	4				Address of the Addres	mark tri salik dipodinama
Specific Skilled Stylist - doing only one of the following: Braiding					No.	24.64	74.C7 V	K 25,42	×	25.42 R	117,34 R	117.34	R 24.78	R 24.76
1002 Platting, Cutting after 5 years	R 1,866.93	3 R 4,956,86		R 25.42	25.42 R 148.00 R	24.27	R 24.27	24.27	~	9 75 85				
2089 Working Employer (in Salon with Staff)	R 6,059.09 R	9 R 5,059.09					The second secon		The second secon		112,U2 K	112.02	Section of the sectio	R 24.78
NOTES	THE RESERVE OF THE PARTY OF THE	AND THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN	The state of the s		Andreas of the same of the sam	The state of any other designation of the state of	different price-production in A agreement	A reference of the control of the co	And the supplemental supplement	-	AND THE PERSON IN THE PERSON NAMED AND THE PERSON N	Annual control of the State of the Control of the C	R 50.89	
CASUAL EMPLOYEE	An employee who su Remuneration / Basi	An employee who substitutes for any permanent employee who is sock or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that catavors of employment	rmanent employee	who is sick or on the prescribed HO	leave URLY rate for the	at cateoory of or	moloumont							,,,,,,
	An employee who w	An employee who works I or 2 or 3 or 4 days per week	days per week			in the state of th	npioynem					Andrew Spirit State Stat		
PART TIME EMPLOYEE	Remuneration / Bas Should the Council of If received, then the	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment. Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category in the properties of the Full Time position for that sob Category will apply. If received the nits debutcions vall be channel according to remuner for more and a second position for that sob Category will apply.	all be calculated at realculated salary (the prescribed HC rom the Employer	(Salon owner),	frat category of e	mploynest of the Full Time pos	ition for that Job C	ategory will apply	÷			,	
WORKING EMPLOYERS	Contributions for a	Contributions for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017	Work Code 2089), n	Voluntary for SPE	from 1 January	2017	As were alia to	Che ioni amount o	days worked.		Annual Control of the	The state of the s		
PENSION FUND	Pension Fund Contro	butions to be paid by	v all Employment	ho 692 of the Bre	o Column of the									
DAILY RATE CALCULATION	Basic Salary / Wapp	Basic Salary Wasse chieded by a 4333 distributed had a HOI BY Reseminate the Basic Salary of the Employee.	vided by 45 = HOLL	RIV Rata multiple	he house trade	campioyee, conti	noutions payable to	y all Employers wi	I be 6% of the Ba	sic Salary of the	Employee.			
A COLUMN DE LA COL	Ali Stylist will be par	paid 40% commission		Mel man case manifold	LY INCHES WORKE	d on the day			College of the second	No. of Concession, Name of	The state of the s			
COMMUSSION ENAMERS	NO STOCK DEDUCT	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTABLE	. VAT AND LOYAL	Y CARD FEES SHA	LE BE DEDUCTA	318								
	BC = Bargaining Council	incil	Total Control of the		and the same of th			The second distribution of the second	STATE		A. Company of the Com	And the second of the second o		anting
	EE = Employee													
ABBREVIATION DESCRIPTIONS	ER - Employer													
-	SPE = Sick Pay Fund	und												
LEARNERS	Learners to alco inc	include any another co	Andrews and Additional Principles and Additional Section 1975	Andrew Appleasance and the Control of the Control o	Salahan at an	Andrea de la figura de la companya d	The second secon		PROFESSION CONTRACTOR OF SPECIAL PROPERTY.		-			
		and and and and		The state of the s										
UNION FEE / AGENCY FEE	Union Members; U	Union Members; Union fee equates to R 148,00 per month par member, For members with Jon UASA after the age of 60, the Union fee equates to R 121.00 per month per member (Excluding the funeral beneative)	R 148.00 per mont	h per member. Fo	r membars who	ion UASA after	the age of 69, the	Union Fee equatos	to R 121.00 per 1	mouth per mem	ber (Excludin	ng the funeral be-	first	

ANNEXURE "H6"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE FOR DIVISION 106 BEING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE

EOHCB Subscriptions | See Annexure C Bargaining Levy | See Annexure C

succes a mad		~~						h samon							The same of the sa	
Work Code	Work Code Description	Jun 2023 Salary - Corrribution Wage - Persion Fund and Council Fees	Memberater Wager - for Self Out only	2023 Weekly Rath	2023 Hourly Rate 455/Pur week	2023 Union P Fee Cor	* ECFee ER. Salon Reg pre flov17 1.3% on Contributing Wage	* BC.Fee EE - Safon Reg pre Noul? - 1.3% on Contributing Wage	- "BCFee fit - Salon " BC Fee EE - Salon Reg sifter Nov17 - Reg after Nov17 - L.2% of Contributing 1.3% of Contributing Wage	* BC Fee EE - Salon Reg after Hov17 - 1.3% of Contributing Wage	2023 Mational Pension Fund (ER) - Contributing Wage	2023 National Persion Fund (EE) - Contributing Wage	2023 National SPF Employer based on Affiniting Wage	2023 National SPF Employee based on Minimum Wage	SBF Employer - No Row Members from 0x/0x/2021	SBF Employee - Ne New Memberr from 01/01/2021
3089 Aesthetic Therapist	tic Therapist	R 7,822.23 R	7,922	23 R 1,805.14	R 40,11 R	R 148.00 R	101.69	R 101 69	R 101.69	R 101.69	R 469.33	R A60 23	0000			
2000 Barber	2000 Barber - starting I month	R 3,247.55 R	4,956	86 R 1,143.90	R 25.42 B		42.33	A	42.33		4			¥	R 150.00	R 150,00
2002 Barber - Trainee	- Trainee	R 3.556.84 R	4 955	1143 QA	CN 25	140 00	20.04	WATER CONTRACTOR	46.34	Marin Marin		٠,	×	×	R 150,00	R 150.00
2004 Barber - Junior	** ** ** ** ** ** ** ** ** ** ** ** **	m du au	N ecc	2445	200	200	40.24	and the second second	Married From Publish	D.	2	×		R 24.78	R 190.00	R 150.00
200c	THE PROPERTY OF THE PROPERTY O		4,330	1,145.5U	75'47	148.00	54.28	R 54.28	On Greenway and the same	2	3 R 250.53	R 250.53	R 24.78	1 R 24.78	æ	190.00
Zuub Barber - Senidr	Send		5,668	1,308.22	R 29.07 P	R 148.00 R	73.70	R 73.70	R 73.70	R 73.70	D R 340.13	R 340.13	R 28.34	R 28.34	0	
3036 Beauty	3036 Beauty 1echnologist - Unqualitied	R 2,922.59 R	4,956	.86 R 1,143.90	R 25.42	R 148.00 R	37,99	R 37.99	R 37.99	R 37.99	9 R 175.36	R 175.36	8	4	4	
3034 Beauty	3034 Beauty Technologist - Qualified	R 4,956.86	4.956	.86 R 1,143.90	R 25.42	R 148.00 R	25.28	R 64.44	R 54.44	R 64,4	64,44 R 297.41	æ	-	: 4	The second secon	birton des a fresidentes assessants and services
3020 Beauth	3020 Beauty and Skincare Therapist - Uncualified	R 4,956.86 R	5 & 4,356.86	1,143,90	R 25.42	R 148,00 R	64.44	R 64.44	R 64.44	R 64.4	-	α		: 0	and the second s	general de l'especial de la company de la co
3014 Beaut	3014 Reauty and Skincare Therapist	R 7,282.52 R	7,282	.52 R 1,680.59	R 37.35	R 148.00 i R	19 36	8 94.67	R 94.67	B 94.6	, .,			L	Andreas	- Modern consumpress
3022 Salon Assistant	Assistant		4 955	0	0	440.00		70.40	and the contract of the contra		and the same of the same of	×	*		The same consistency of the same of the same	
4018 Orohar Morbar	mentioned management of the contract of the co	- German	200	f		X 148,00	abopted forces on a	50.54	Segment or section.	H	S Samon in	œ	R 24.78	3 R 24.78		T T T T T T T T T T T T T T T T T T T
2010 C	T YEAR TO NEED THE STREET THE STR	-	1,53	100	~	R 148.00		æ	Company on a company	æ	59.38 R 274.07	7 R 274.07	r R 24.78	3 R 24.78		CA ATT VARIANT WARRANT
ZOLO General Assistant	at Axistant	Andrew Control	1		8		51.73	R 51.73	R 51.73	R 51.73	3 R 238.74	4 R 238.74	R 24.78	3 R 24.78	140.00	
KUIS HAHO	AUTO HANGLESSEF - NO Trace test		- Prince	86 R 1,143.90	R 25.42 R	R 148.00 R	64,44 · R	64.44	R 64.44	R 64.44	4 R 297.41	I R 297.41	I R 24.78	3 R 24.78	0	
2020: Hairds	2020 Hairdresser - 1st year after qualified	R 5,644.38 R	8 K 5,643.38	38 R 1,302.56	R 28.95	R 148.00; R	73.38 R	R 73.38	: R 73.38	R 73.38	8 R 338.66	5 R 338.66		1	2 1	¥
2022 Halrdi	2022 Halrdresser - Qualified	R 8,023.78 R	8,023	78 R 1,851.66	R 41.15	R 148.00 : R	104,31	R 104,31	R 104.31	R 104.31	æ	8	8	0	×	æ
2028 Hairds	2028 Hairdressing Assistant - Entrance (special needs)	R 3,263.02 R	2 R 4,956.86 R	36 R 1,143.90	R 25.42	R 148.00 R	42.42	R 42.42	R 42.42	8	42.42 R 195.78		4	4 0	ac	
2030 Haird	2030 Hairdressing Assistant - Skilled (special needs)	: R 3,682.10 R	0 17 4,955.85	85 R 1,143.90	R 25.42 R		47.87			00	В	4	. 0	٠,٠	æ	æ
2046 LEAR	2046 Learner – Entry Level		R 1,657.7	7.70 R 382.55	œ		2 490.00	. ryskingensking	8	8	124	. 0			æ	×
2048 LEAR	2048 LEARNER Level 2		R 3.335,23 R	23 R 765.06	R 17.00 8		The second of the second	0		ď	9	***************************************	, to 25 cm and and and	4	R 150.00	R 150.00
2050 LEAR!	2050 LEARMER - Level 3		N 5.112.13 R	ľ	B 26.21		Andrew Contract of the Contrac		0	0	THE PERSON NAMED IN COLUMN		Total Section 1	2	8 R 150.00	R 150.00
2052 LEAR!	2052 LEARNER - Level 4	R 3.980.73	2		36 95	500	35. +3	monomorphism continuous continuou	- C			K.	200	8	5 R 150.00	R 150.0
4000 STUD	4900 STUDENTS - Entry Level	1	0	: 0			21.73	U 27./2	2			mofr	4 R 37.30	0 R 37.30) R 150.00	R 150.00
4001 STUD	4001 STUDENTS - Module 2 (Level 1 & 2)	NAME AND POST OF THE PARTY OF T	ì		And address of the		-	К		*	R	R .	R 8.29	9 R 8.29	9 R 150.00	ď
4002 STUD.	4002 STUDENTS - Module 4 (Level 3 & 4)			1 130 CO I	2007	148.00					1	FR		8 R 16.55	at.	ĸ
4003 STUD	ADDRITS - Module 6 (Level 5 & 6)	6 62 000 2 8		2 6	17.07			:	,	×	œ	, K	R 25.56	6 R 25.55	5 8 150.00	R 150.0
3028 fdake	3028 Makeurs Artist Trainee	2 30000 A	N Section Vision in	1	i.			1	and the same of the		œ j	20	4 R 37,30	0 R 37.30	3 R 153,00	or.
3026 Make-up Artist	YELD Artist	W. P. STANDARM		1	and the same of th				2 45	æ	2	-	:	8 R 24.78		
anan Mana	and Manager Beauty		N CONTRACTOR OF THE PARTY OF TH	1,057.30	20.25	148,00	A ALEXANDER CONTRACTOR	-	-	2	æ	1 · R 425.71 R	1 R 35.48	8 R 35.48	201	THE PERSON IS NOT THE PERSON IN THE PERSON I
2060 thans	2060 thanson Link deneral	1) IT S	A STATE OF	1	ac .		;	10. 11. 0480000	œ	at	1	8 R 56.56	6 R 56.56	6 R 150.00	R 150.08
2050	ACC A Access to the first of th		100	×,	1			R 124.23 R		œ :	23 R 573,36	6 R 573.36 R	6. R 47.78	B R 47.78	o:	
3088 Mass	3088. Maccape Theranic party love	Address		œ i	8		***		e		77. R 484.52	2 R 484.92	2 R 40.41	1 R 40.41	. oc	
3087 Mass	4027 Marriage Theory of		4	<u>.</u>	œ	R 148.00 R	46.51; R	The Paris Ass.	4	oc :	51 R 214,68	oc.	214.58 · R 24.78	8 R 24.75	-	
ADAM ALLES	ANGEL ATTENDED TO THE PROPERTY OF THE PROPERTY		œ	ex.	**********		:	R 64.62; R	politicas	αćį	54.62 R 298.23	æ	3 R 24 85	, oc	2 A	
SOUTH MAIN	SOUNTED TO THE STATE OF THE STA	1	(A)	τ <i>c</i>	25.42	R 148.00 R	8 57.22 R	R 57.22	, R 57.22	æ	57.22 R 264.08	æ	264.08 R 24.78	oc oc		at the second second second
SUS4-Nail	Suce was rechnician - Certified	1	4	αį	depart the	R 148.00 R		R 58.93	R 58,93	R 58.93	93 R 272,00	ĸ	272.00 R 24.78	S R 24.78	20	***************************************
3058 Mail	SUSS Mai technician - Qualified	4	Œ,	œį	-	36.39 R 148.00 R	R 92.24 R	R 92.24	R 92.24	οc	92.24 'R 425.71. R	1. R 425.71	1 R 35.48	8 R 35,48		The second second
Zuos Uperator	2008 UPERSION		4	œ	{	28.05 R 148.00 R	R 71.11 R	R 77.11 R	R 71.11 R		71,11 R 328,18	8 R 328.18	55	IS 8 27.35	5 8 190.00	0
3042 here	1	1	8	œ	1001	36.05 R 148 00 R	R 91.38 · R	R 92.38	. R 91.38	8 91.38	est.	421.75 R 421.75	5:R 35.15	00		4
ZUSU KECE	Zusul Neceptionist - (Haifaressing) Hist year of experience	K 4.896.08 R	2	5-55 R 1,143,90 R	1	25.42 R 148.00 R	R 63,65 R	R 63.65	R 63,55	ac	63.65 R 293.76	œ	293.76 R 24.78	24.78 R 24.78	24.78 R 150.00 R	150 p

ANNEXURE "H6"

	VEMINEPATION/BASIC SALAD	WAY CE AND	מיסים מי	CITIGIO	1 SCIEN	000 2 2 2 2	- COLONIA	700 000	0.00							MINISTAURE	NE HO
Colonia Carlo Calendario Calendar	FINITE Schedistring See American Control of	See Annexure C			2001		NO SELECTION OF THE PROPERTY O	ING BEING	NACIO	I EKIAL DIS	IRICIS OF G	APE TOWN, V	VYNBERG, S	SIMONSTAD	AND BELVIL	4	and the second s
	Bargainty Levy See America	See Annexure C	1	Managed of the second of the second		Miller of State of St	With at all disappropries and a second	BANGGARANA WALLES AND	AND THE PERSON OF THE PERSON O	All the state of t	A ST.	THE THE PARTY AND A STATE OF THE PARTY OF TH	Management action carries and designation of the control of the co	Parket delicing the delicine second reservation	AND THE STATE OF THE STATE STATE STATE OF THE STATE ST	(
Work Code	Work code Description	Jun 2023 Salary - Cantabacion Wage - Pansion Fund and Cavincii Fees	Suc. 2073 Millianus: Wingo- fu, 976 Cale cody	AND THE PROPERTY OF THE PERSON	2023-Weekly 203 Bate	2023 Hourly Rate - 45h/Per waek	2023 Union fee	* BC Fee ER - Salon Reg pre Nov17 - 1,3% on Contributing Wage	* BC. Fee EE - Salon Rug pre Nov17 - 1.3% on Contributing Wage		* BC Fee ER - Saicon * BC Fee EE - Saicon Rag ather Nov17 - Reg ather Nov17 - A.3% of Contribusing 1.13% of Contribusing Wage	Z023 flational Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (EE). Contributing Wage	The state of the first particular and the state of the st	2022 Hettonel Sep. 2023 Netilonal Spf. Brytoyer based on Englishyee beack don Minimen Wage Winimum Wage	SBF Employer - No. SBF Employer - Nr. New Rembers. New Rembers. from CL/Co.Z. from CL/	SBF Employee - N. New Members from 03/03/2323
208	2082 Receptionist - Hairdressing salon	R 6,370.62	R	5,370.62 R	1,470.15 R	32.67	R 148.00 R	R 82.82	R 82.82	2 R 82.82	2 R 82.82	R 382.24	R 382.24	R	31.85 8 31.85	Communication of	THOUGHA
304	3048 Somatologist 3 Years	R 8,415.01	ne:	8,415.01 R	1,941.94 R		43.15 R 148.00 R	,	R 109,40 R		109.40 R 109.40 R	R 504,90	æ		-		R 190.00
305		R 9,255.56	sc.	9,255.56 8	2,135.92 R		47.46 R 148.00 R	R 120.32 R		2 R 120.32	120.32 K	R 555.33	æ				whereby also measures outside the party of
100	Specific Skilled Stylist - doing only one of the following: 1000 Braiding, Platting, Cutting	R 1,592.48 R	- 1	4,9%6.85 R	1,143.90 R		25.42 R 148.00	R 20.70 R	R 20.70 R	0 R 20.70	10 R 20.70 R	R 95.55	R 95.55		24.78 8 97.30		
\$0\$	2089 Working Employer (in Salon with Staff)	R 8,023.78 A	1	8,023,78 R	1,851.66 R	41.15							Appropriate to the state of the	8		00 500	The state of the s
	CASUAL EMPLOYEE	An employee who substitutes Remuneration / Basic Salary /	o substitute	s for any permi	ment employs	for any permanent employee who is sick or on leave Wages shall be calculated at the prescribed HOURLY	on leave HOURLY rate f	An employes who substitutes for any permanent employes who is sick or on leave Remuneration / Basic Salany / Wages steal be calculated as the prescribed MOURLY rate for that salegory of employment	f employment	Approximation of the control of the					-		
	PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 or 4 days per week Rennineastion / Basic Stayry / Wages shall be calculated Should the Council not receive the lower calculated salf ir received, then the deductions will be changed accord	o works 1 or Basic Salary, cil not receiv the deduction	/ Wages shall be the lower cal	s per week e calculated a culated salary ged according	it the prescribed from the Emplo 24 to the lower?	HOURLY rate:	An employee who works I or 2 or 3 or 4 days per week Minimentation (Plack Shipsy) Wages shall be autochained at the prescribed MOURLY mas for that category of employment. Should the Council hot receive the lower calculated salaryfrom the Employeer (Salan power), then the salary of the fault of received, then the deductions will be changed accordingly to she lower amount for the acust amount of days venerals.	if employment by of the Full Yene (An employee who works I or 2 or 8 or 4 days per week Remuneration, Pass's Salary Wages stall be calculated at the prescribed HOURIX rate for that cartegory of employment Should the Countil not receive the Developer explained salary from the Employer (Salan power), then the salary of the full "The position for that bot Category will ap The received, then the deductions will be changed accordingly to the Power smouth of the social amount of days worked and on the full smooner of Asses worked.	An employee who works I or 1 2 or 8 cats per week Remuneration (Pass Calabra Vinges shall be collabored at the prescribed HOURLY rate for their category of employment. Should the Council not receive the lower calculated salary from the Employeer (Salano namer), then the salary of the full "the position for that bo Category will apply, freed-bed, then the deductions will be changed accordingly to the lower amount for the actual mount of days weaked and con the full amount of salary waves.						
	WORKING EMPLOYERS	Contributions for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017	r a Working	Employer (Wot	k Code 2089),	is voluntary for	SPF from 1 Jan	ruary 2017	Proposition of the Proposition o			And the state of the light of the state of t		Menoremonal propagation and the state of the	1		
		Pension Fund Cor	ntributions	to be paid by a	Employees w	ill be 6% of the	Sasic Salary of	the Employee, Co	ntributions pavabl	b by all Employees	Penson Fund Contributions to be paid by all Employees will be 6% of the Basic Salaty of the Employee. Contributions examile he will have 6% as Ashan Busic School as the Contributions of the Contribution of the Contr	and the second of the second o			7		
	DAILY RATE CALCULATION	Basic Salary / Wa	age divided b	34 3333 divid	d by 45 = HO	URLY Rate multip	By by hours w	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day		on Landwalds	WHI SE OVE OI THE DAY	c salary or the emplo	yee.	The state of the s	T		
	ions		_						The second secon						7		
	EMPLOYEE CATEGORY	SCHEME "C"	1 2														
	ADULT DEPENDANT (each) R CHILD DEPENDANT (each) R	R 190.00	88														
		8C = Bargaming Council	Council		And in case of the last of the		Annual Control of Cont		Property of the Control of the Contr						Summan		
		EE = Employee													AA-45-07		
	ASSMEVIATION DESCRIPTIONS	FR a Employer	Je Errad												***********		
		SPF = Sick Pay Fund	pur														

Approved: Chairperson: P Matjebe Date: 01 June 2023

onn Nembers: Union fee equates to 8.148.00 per month per members who you UASA after the age of 60, the Lown fee equates to 8.121.00 per member (secluding the Conerd) owners)

UNION FEE / AGENCY FEE

ANNEXURE "H7"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 107 BEING THE PROVINCE OF THE FREE STATE.

	COURT	EOHCB Subscriptions See Annexure C	J									Section and Associated parameters of parameters of the section of	of efficiency and and such manufactures were requirement.	AND STREET, SAN ASSESSMENT OF THE PERSON NAMED IN COLUMN	-
Propriet		Sargaining Levy See Amexure	C		The state of the s			Miles and the second se	STREET, PRINTERS AND STREET, S	AND THE RESIDENCE AND THE PROPERTY OF THE PROP		THE PROPERTY OF THE PROPERTY O	THE R. LANSING STREET, SANSON,	-	-
Particular Par	Basic establish Total min									A consideration where the second of the second consideration and the secon					
R. SACTION R. ACCRESS D. A. SACTION R. ACCRESS D. SACTION R. ACCRESS D. A. SACTION R. ACCRESS D. SACTION R. ACCRESS D. A. SACTION R. ACCRES D. SACTION R. ACCRES D. A. SACTION R. ACCRES D. SACTION R. ACCRES D. SACTION R. SACTION R. ACCRES D. SACTION R. ACCRES D. SACTION R. ACCRES D. SACTION R. SACTION R. ACCRES D. SACTION R. ACCRES D. SACTION R. SACTION		Jun 2023 Salary Contribution Warge - Permico Fund and Counci	Married Williams and Publishers and In-	Par. Care Commission of the Co	2023 Hourly Rate ~45h/Per week	2023 Union Fee	BC Fee ER - Salon Reg pre floci7 - 1,3% on centributing Wage	* BC Fee EE - Salon Reg pre Mov17 - 1.3% on Contributing Wage		* BC Fee EE - Salon Reg after Hov.17 - : 1.3% of Conjuffuthing Wage			2023 Netional SPF Employer based on Minimum Wage	2023 National Spr Employee based on Minimum Wage	onal SPF based on a Wage
R. 2,256,00 A. 6,456,686 A. 1,459,00 R. 2,406 R. 4,420 R.	3089 Aesthetic Therapist	3	2		-	R 148.00	Management of the last of the	demonstration of the last	a	0					
R. 5,600-181 R. 5,600-181 R. 5,600-181 R. 1,145-90	2002 Barber - Trainee	2,683	æ			R 148.00		02		2		E 0	×		39.11
R. 2,200.06 R. 4,000.06 R. 1,140.00 R. 2,20.0 R. 1,140.00 R. 2,20.0 R. 1,140.00 R. 2,20.0 R. 4,20.0 R. 2,20.0 R. 4,20.0 R. 2,20.0 R. 4,20.0 R. 2,20.0 R. 4,20.0 R. 2,20.0 R. 2,2	2004 Barber - Junior	3,44	oc	1		R 148.00		8	. «	2 02	0	K 0	×		24.78
8. 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	2006 Barber - Senior	5,69	00			R 148.00		2	0	- a	c a	4 0	2		24.78
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R. 3,2560.0 R. 4,5650.0 R. 1,100.0 R. 4,100.0 R. 4,	3034 Beauty Technologist - Qualified		or.			R 148.00			0			2 0	×		24.78
R. 2,585,00 R. 4,565,68 R. 1,1439,0 R. 2,52,0	3020 Beauty and Skincare Therapist - Unqualified		æ		and the same	R 148.00	TO The same of the line of the		a	4			2	4	24.78
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R. 1,200,126 R. 4,555,656 R. 1,144,290 R. 1	2010 General Assistant		œ	œ	- Autor	~	-			a a	0	¢ a	2 0		24.78
R. 1860.18 R. 4956.68 R. 1.44390 R. 254.2 R. 18800 R. 4012 R.	2012 General Assistant after 5 years	- 1	er.	œ		œ	STATE OF THE PARTY		000	2	000	0	2 0		24.78
8 3.866.01 8.956.86 8.1,445.90 8.5.4.2 8.1400.01 8.1400.	2014 General Assistant after 10 years	1	æ	œ		œ		Antonia de la constanta de la	~	×	~				24 70
Activation R A20204.3 R A2020	2020 Hairdresser - 1st year after qualified	- 1	æ	œ					at	00	2		. 0	må	24.7
R	2022 Hairdresser - Qualified	- 1	æ	œ		~			o:	×	æ	æ	. 00		24.70
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Record	2026 Hairdresser - Qualified - after 10 years	- 1	23.	-2					œ	æ	œ	2	02	4	24.78
Part	2046 LEARNER - Entry Level	***	- 1	- Charles		R 148.00				~		00	00	00	8.39
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R 6,502.25 R 1,445.06 R 1,445.06 R 25.42 R 148.00 R 59.03 R 59	2062 Manager - Hairdresser after 5 years	- 1	15	æ	1	R 148.00			R	200	-	oc.	R	B	24.78
March Marc	2064 Manager - Hairdresser after 10 years	- 1	r:	œ l	the second	R 148.00	*************	48800.00	8	æ	~	æ	oc	S R	24.78
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Foreign Fore	2084 Neil Techniciae - Certified	i	i	z o	Name and Address of the Owner, where			-	-	œ.	×	œ	œ		24.78
R	3038 Nail technician - Oualified	1		2 0	other personal		· printing company	MAN MAN AND AND AND AND AND AND AND AND AND A	THE REAL PROPERTY.	2	œ	æ	20		24.78
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after 5 years R 2,909.56 R 1,145.90 R 25.47 R 37.87 R 37.87 R 37.87 R 174.58 R 174.59 R 24.78 -infer 10 years R 3.09.54 R 1,956.56 R 1,145.90 R 25.47 R 39.71	2067 Operator - Trainee		4	oc	Bollink ill	~	œ	×		04	œ	æ	8	-	24 78
8 8 1993 8 8 1995 8 8 1955 8 8 1445 90 R 2542 8 14820 8 1957 8 1957 8 1957 8 1957 8 1957 8 1957 8 1455 8 14820 8 1958 8 1	2068 Operator	- 6	55	02	R	~	8	8	œ	ec.	æ	rz.	œ	-š	24.78
*** *** *** *** *** *** *** *** *** **	2070 Operator - after 5 years	1	X s	œ	-	cc	æ	œ		R	æ	œ	œ	ļ.,,,,,,	24.78
- after 5 years R 3,777.15 R 3,656.3 R 1,435.9 R 2,574 R 148.00 R 3,010 R 49.10 R 49.10 R 2,565.3 R 2,578 R 2,778 R 3,777.15 R 3,666.3 R 1,435.9 R 2,478 R 3,010 R 49.10 R 2,566.3 R 2,788 R 2,478	2074 Operator - Multi citilos	- 3	2 6	r ē	and of the passes	z 6	~	2	Bioliphore on automate	œ	œ	æ	æ	hi	24.78
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	2078 Operator - Mouth chilled - after 10 years	000	1,	r i n	· Actorious	2 R 148.00	X	X	× 4	2	R.	R	AND DESCRIPTION OF THE PERSON.		24.78

ANNEXURE "H7"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 107 BEING THE PROVINCE OF THE FREE STATE.

2023 National SPF Employee based on Minimum Wage 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 2023 National Spf Employer based on Minimum Wage 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 245.93 R 212.60 R 223.24 R 233.88 R 224.06 R 262.89 R 262.89 R 215.01 R 147.96 R 2023 National Pension Fund (EE) -Contributing Wage 90.54 86.22 94.76 2023 National Persion Fund (ER) -Contributing Wage 245.93 212.60 223.24 233.88 224.06 244.97 262.89 115.01 147.96 155.08 86.22 90,54 94.76 53.28 46.06 48.37 50.67 48.55 56.96 56.96 32.06 19.62 20.53 18.68 53.28 R 46.06 R 48.37 R 50.67 R 48.55 R 53.08 R 56.96 R 33.06 R 33.06 R 20.53 R 18.68 19.62 Reg pre Nord? -1.3% on Contributing Wage 53.28 46.06 48.37 50.67 48.55 53.08 56.96 54.92 33.06 18.68 19.62 20.53 * BC Fee ER - Salon Reg pre Nov.7 7 -1.3% on Contributing Wage 53.28 46.06 48.37 50.67 50.67 56.96 56.96 32.06 33.60 18.68 19.62 20.53 R 148.00 148.00 2023 Union Fee 148.00 148.00 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 | 25.42 25.42 2023 Hourly Rate - 45h/Per week 25.42 25.42 R 4,098.76 R 4,956.86 R 1,143.90 R 8,543.80 F 4,955.88 R 1,143.90 R 8,3720.64 R 4,956.86 R 1,143.90 R 8,3273.65 R 4,956.86 R 1,143.90 R 8,495.85 R 1,143.90 R 4,985.13 R 4,956.86 R 1,143.90 R 1,143.91 R 4,956.36 R 1,143.90 R 1,143.91 R 2,465.93 R 4,956.86 R 1,143.90 R 1,143.9 R 1,143.90 R 1,143.90 1,143.90 2023 Wasekiy Bate 1,579.26 R 4,955.85 4,001.68 R 4,956.85 Minimum Wage 4,955.85 4,956.36 Jun 2523 1,437.06 8 EOHCB Subscriptions See Annexure C
Bargaining Levy See Annexure C
cestablishment charge * R
Total minimum charge * R Jun 2023 Salary -Contribution Wage - Pension A Fund and Council Fees 1,508.97 Platting, Cutting Specific Skilled Stylist - doing only one of the following: Braiting, Specific Skilled Stylest
Specific Skilled Stylest - after 5 years
Specific Skilled Stylest - after 10 years
Specific Skilled Stylest - doing only one of the following: Braiding. 1002 Patting, Curting after 5 years
Specific Salited Sylats: -doing only one of the following: Braiding,
Loud Platting, Curting after 10 years
2009 Voolding Employer [In Salan with Saff] Receptionist - Hairdressing salon
Receptionist - Hairdressing salon - after 5 years
Receptionist - Hairdressing salon - after 10 years Basic Wark Code Description Working Employer (in Salon with Staff) Somatologist B Tech - 4 years Somatologist - B Tech Laser 2082 2084 2084 2084 3088 3052 3052 1012 1014 10001 Work Code

NOTES	74.35
CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who it sick or on leave Remuneration (Basic Stance Halls, John Halls, Hall
PART TIME EMPLOYEE	An employee who works 1 or 2 of 3 or 4 days per week. Remarkation / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment Should the Louising the law of calculated at the prescribed HOURLY rate for that category of employment Should the Louising the law of calculated salary from the Employer (Salon owner), then the salary of the Guil Time position for that the Category and was
WORKING EMPLOYERS	Intercences, then the evaluation with the tribinging accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked. Contributions for a Working Employer (Work Code 2089) is voluntary for 3PP from 1 January 2017
PENSION FUND	Person Fund Contributions to be paid by a I Employees will be 6% of the Pase's Caleston of the Geneleon.
DALY RATE CALCULATION	Basic Salary / Wage dwided by 4,3333 dwided by 6,323 dwide
COMMISSION EARNERS	Qualified Hairdressers / Signitst, which are employees and employed on or after 2010, whom will receive a mirhmum of 30% commission Chalfier affectsers / Signitst, which are employees and employed on or after 2010, whom will receive a mirhmum of 30% commission Chalfier affectsers / Signitst, which are remployees and employed port or or after 2010, whom will receive a mirhmum 30% commission Chalfier after a mirhmum and a mirhmum and a mirhmum 30% commission Chalfier after a mirhmum and a mirhmum a mirh
ABBREVIATION DESCRIPTIONS	8c = Basgiving Council 2E = Employee 2E = Employee
	SBF = Sck Beneif r Fund. SPF = Sick by Fund.
LEARNERS .	Learings to accided any approximas
UNION FRE / AGENCY FEE	thion Members. Union fee equales to R 148,00 per month per member, for members who join UASA after the age of 60, the Union fee equales to R 121,00 per month per member (Excluding the funeral benefit)
	Non-Union Members. Hon-Union members, pays an Agonty fee equal to the Union membership face commontal in an one
	to the state of th

ANNEXURE "H8"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 108 BEING THE NORTH-WEST PROVINCE (EXCLUDING RUSTENBURG, BRITS AND MANKWE)

		A SUCCESSION SERVICE AND ADDRESS OF THE PERSON OF THE PERS		White the commence of the tenth	of a braidfly see A conventions has a part of the second		And investment of the latest desired the latest des	And a second and a second seco							
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O METALOGICA (MANAGEMENT AND	Total minimum charge *							eraksinah depenya ya dansan shak yaru m	designation of the second seco	are if their operation to the distance of	The statement of the st	Automorphish de la constitución	ente e compressantini nasavajajajajaj		
Work Code	Work Code Description	Jun 2023 Selaty- Contribution Winge- , Pension Fund and Council Fear	Jun X223 Minboure Wego - for SPF Calc ong	2023 Wently Rate	2023 Houthy Rate. 45b/Par week	ZOZZ Union	*BCFee ER - Salon Reg pre Nov17 - 1.3% of		* EC. Fee SR - Seion Reg after Nov12 - 1.3% of	*BC Fee EE - Salon Reg after Nov17 -			340	2023 National SPF	18. 0
3089 Aesthetic Therapist	and the second s	R 7822 23	E 200 7 H				Contribute	Contribut	Countributi	Contributing Wage	Contributing Wage	Contributing Wage			2
2002 Barber - Trainee	MERCHAN REPRESENTATION OF THE ACT AS AN ASSOCIATION OF THE PROPERTY ASSOCIATION AS A PROPERTY OF THE PROPERTY	-	R 4956.86	۵ ۵	0 R 35 47	1 R 148.00	R 101	R .	R	٦	1	3 R 469.33	R 39.11	1 R 30 11	1.1
2004 Barber - Junior		·	***************************************		Z	c 0	×	× .	æ	R	æ	æ	~		1 8
2006 Barber - Sentor	And the state of t	Part of the last	Political	200	Total Assessment Property			2	œ	8	œ	8	R	-	24.78
3036 Beauty Technologist - Unqualified	fed	R 1521.54	pe:	2	moderates and a moderate of the second		R 10.70	X o	ec	e	8	R	æ	8	8
3034 Beauty Technologist - Qualified	P	R 4956.86		æ	~	2		D CA 44	¥	oc c	œ		œ	20	18
3020 Beauty and Skincare Therapist - Unqualified	- Unqualified	Annual sarah	*		and the same of the same	~		trains d discovered	R 54.44	×	oc c	-	æ	5 4	82
2022 Calca Academic	The state of the Course of the State of the	-	T-Brancopaers	Mary to deal of the charge		œ		R 53.81 R	1	R 48.21	¥ 6	ec (œ	a c	.78
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2012 General Accistant ofter Cuoses		-	and overland the same	- design of the second	Ballinda september oppin dissociation	æ		PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS			£ 0	= 0	***************************************	8	28
2014 General Assistant after 10 years	And the second of the second s	Z 258,54	and the state of the	4	KO R 25.42	œ				-	s ne	1 R 154 11 D	K 24.78	ne c	24.78
2020 Hairdresser - 1st year after qualified	alifed	A OCG PA	A 220.30 K	and become and	A VERTICAL PROPERTY OF THE	œ	-V-meronano i i i i i i i i i i i i i i i i i i i	R 34.96	R 34.96	~	œ		2 4	×, c	8
2022 Hairdresser - Qualified		6 725 AS	9 0	Market a deal	er responsibility partition of	~		r w s i i possible o formá popula	oc.		~	TANK STATES AND ADDRESS OF		c 0	24.78
2024 Hairdresser - Qualified - after 5 years	5 years	and removed	and the same of th	2 K 1 145.50 K	10 K 25.42	ac i	AND THE BEST OF THE PERSON	And the second second	œ	œ	8	Michigan Law Open	The state of the s	2 0	24.78
2026 Hairdresser - Qualified - after 10 years	10 years	R 5849.45 R	-	-	Approximate sense or a co	z c		Maria Caranta	~	R 84.97	æ	Printer of the Park of the Par	2	c 0	24.70
2046 LEARNER - Entry Level	Commence and the control of the cont	discountry.	- destructions	7	X	×	R 89.04 R	89.04	R 89.04	R 89.04	œ	ac		4	9
2048 LEARNER - Level 2	Макентийн нь ч эмренирг (Мунан намененный равен фенраль аксійны шары, арырырыный разды	and the second of the second of the second	5 1 2 2 2 2 5 10 K	A /4 44 14	382.55 K 8.50		2	***************************************			æ	8	- A	2	24.78
2050 LEARNER - Level 3	Elm se manimum o Vi manimum annum el parente se estado el parente se el composito de la	desired to the contract of the	velime delimento o p	-	-	DE	2	•		8	8		8 10 50	×	8.29
2052 LEARNER - Level 4	made of the state of the foreign control and the state of	7 720 F	7 4CO 3D D	T	Wilder out of White Addition	اعد	Action of the last	~	~		2	-	destanta de constanta de consta	- G	20.01
4000 STUDENTS - Entry Level		100	day? -umo (me	***************************************	The state of the s	9 50 B 148 00 R	R 41.99	R 41.99						K &	22.30
4001 STUDENTS - Module 2 (Level 1 & 2)	8.2	month and anti-chiefest section	11/4/1	. ~	-	2 0	×	4	2	~	α,		-		8 70
4002 STUDENTS - Module 4 (Level 3 & 4)	8.4	Marin Bransmanners of the Co.	-	. R	۵ ۵	2 0	neprin, respon		œ	ec.	2	8	The state of the s	8	16 58
4003 STUDENTS - Module 6 (Level 5 & 6)	86	R 3 230.10		<u>~</u>		6 0	- Table Inch	Total of the formal	oc .	œ	R.	~	R 25.56	-	75 56
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2060 Manager - Hairdresser	***************************************	R 6 562.51	8	ez		12 R 148.00 R	,		x 0		Character same	oc.	œ	~	34.68
2002 Manager - Handresser after 5 years	years		OŽ.			œ	Anna Applications	Section 1 Assessed				æ		œ	24.78
3030 Manager - nationesset after 10 years	u years	R 7219.22	05 i i	-	œ,		R 93.85 R		i a	8 93.58 R	S R 413.46		œ, t	20	24.78
2054 Manager - only (Hairdressing)	PERMITTED TO THE PROPERTY OF THE PERMITTED TO THE PERMITT	K 4 435 86	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	н 1	œ .	25.42 R 148.00 R	i	2	~	· magging a		: c a	K 24.78	or c	78
2056 Manager - only (Hairdressing) after 5 years	after 5 years	į	: - 1 2	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	×	29.90 R 148.00 R	Annual contract was		œ		75.79 R 349.80	;	; =	٠, ٥	20 27
2058 Manager - Only (Hairdressing) after 10 years	after 10 years	R 6412.79	, i	1		40 K 148.00 R	-	,	; ∝i	- 1		ł	•		9 5
3040 Nail technician - Unqualified		R 2364.66	E	, -4	. 60	c 00		1	DE - E		-				32.06
3084 Nail Technician - Certified			94	,	,	· in	V WORKS SAME	The second second	*		,		R 24.78		24.78
3088 Maccape Thermist anto-land			8		oc.	Œ		R 36.91	8 36.91 R	-	-	146.01 R 146.01	R 24.78	R	24.76
3087 Mascape Theranist		:		œ	:	œ		Andrews (property)	æ			25 K 170.35	06 6	nz - 1	24.78
2067 Operator - Trainee	Physics (Deet) behind to a seek you do no go an	K 4 567.88 8	- Activities	2	8	oc			· ·	R 59.38	c i po		Contractor and Contractor	ne s	24.78
2068 Operator		R A 500 7C	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	# : C	oc 1	oc :	1	:	×	æ	2		1	¥.4	24.78
2072 Operator - after 10 years	MENORMON VARIOUSINES A PARTA LIBERTON STANDARD STANDARD STANDARD STANDARD AND STANDARD A AMERICAND	-	Bir say made	≓: - ∠: 0	ma i n	25.42 R 148.00 R	8 58.51 R	R 58.51	æ		100	1	. 04	2 0	34 70
2070 Operator - after 5 years	Server an america in the popular and accompanies and	R 4726.11	1 4		Andrew Art (Anterpress)	25.42 R 148.00	PPR-Tundense	Anna constitution	a.	œ	æ			2 00	78
2074 Operator - Multi skilled		्य	#	100	-	75 47 B 148 00 B	K 61.94	oc r	oc i	8	œ	oc.	æ	200	24.78
2076 Operator - Multi skilled - after 5 years	r 5 years	R 5.542.65 R	12	S R 1279.08 R		28.42 R 148.00 R		7 54.44	R 64.44	e :	0.5	297.41 R 297.41	~	æ	24.78
Approved:	The desirement of the second			:		:}	,		¥.		ne :	ac i	8		7.73

ANNEXURE "H8"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 108 BEING THE NORTH-WEST PROVINCE (EXCLUDING RUSTENBURG, BRITS AND MANKWE)

EOHCB Subscrip	EOHCB Subscriptions See Annexure C		THE RESIDENCE IN THE PERSON WHEN	To state the property of the latest state to the latest state of the latest states of the lat	A Mile de a-Talmandamentera	STREET, STREET, STREET, SQUARE, SANS	S. S. SACTORNIA MANAGEMENT OF STREET, STREET, ST. S.	Change of an owner of the particular party of the party of	Name of the owner ow		V-19-	AND THE PERSON NAMED OF THE PERSON NAMED IN COLUMN NAMED IN CO	The second second second second	-
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Work Work Code Description	hun Zizza Salari- Consethution Wage- Peasion Fund and Coppied Fees	and Make Such Such Such Such Such Such Such Such	2023 Weekly Rote.	2023 Honriy Rate - 45h/Per week	2023 Union Fac	* BC Fee ER - Salon * BC Fee EE - Salon Rug pre Nost7 - Reg pre Nost7 - 1,28% of 1,28% of Contributing Wage Contributing Wage		* BC Fee GT. Saloto * B.C. Fee BZ. Salom * B.C. Fee BE. Salom Reg pre blox?? - Reg effer Nord? - Reg arber Nord?? 1.3% of 1.3% of 1.	* BC Fee EE. Saloa Beg after Novi?? 1,3% of Centribusion string		2023 National 2023 National Penskon Ferskon Fe	2023 Netional Spf. Employer basied on Melenmon Mean		2023 Martional Spp Employee haself an
2078 Operator - Multi skilled - after 10 years	R 5 805.34	R 5805.34 R	1 339.70	R 2977 P	148.00	10.01			Midan Silatanatana			t		um wege
3042 Receptionist - Beauty Establishment	R 4 769.78 R		1 143 90	-	25 42 B 140 00 B	13.41	X	Pantar var-varan-		F R 348.32	12 R 348.37	20 OC R C		40.00
2082 Receptionist - Hairdressing salon	######################################		and and and and	Mile provide and	K 148.00	and publications and		R 62.01		~	œ		20 07	29.03
2084 Receptionist - Hairdressing salon - after 5 years	added accord	aiudis.aud	ing anguage(spac),	Occasional and the second	K 148.00 K	And the state of t	to a sub-ded agreement	R 61.89	R 61.89	3 R 285.65	R	,		24.78
2086 Receptionist - Hairdressing salon - after 10 years		vijamontradusk	announise (spe	- Calendar Street	25.42 K 148.00 R	Service Commence of the	The second second	The same of the sa	R 64.39 R	Mathematica grants	8	Participan and Control		24.78
3048 Somatologist 3 Years					H 145.00 R		C. Stranger	Br separ Ja	R 64.44 R		œ		N 00	24.78
3052 Somatologist B Tech - 4 years		and the second	-	- Assertantenana	N 148.00 K	11.00		ary management may	R 56.49 R		œ	en magazitica	E 00	24.78
3054 Somatologist - B Tech Laser	, R 4 956.86 R		- Andrews		75 47 B 440 00 B	S 29.90 R	R 59.90 R	o in particular	R 59.90 R	-	and district	de tres age	20 0	24.78
1012 Specific Skilled Stylist		and the same of th	ner Anna	TO WITH UNITED AND ADDRESS.	75 47 B 340 Ch D	tree sees of			R 64.44	œ	e V derrent designaps	- 4 - 10000		24.78
1014 Specific Skilled Stylist - after 5 years	R 2445.92 R	nc		This short had him for	K 140.00 K	Perfect Collegement and	-	***	R 30,29	œ		1		24.78
1016 Specific Skilled Stylist - after 10 years	80		1	-	× 0			R 31.80	R 31.80 R		2	of the latest desired in the latest	2 0	24.78
Specific Skilled Stylist - doing only one of the following:	Date of the later of the later of		-	-	25.42 K 148.00 R	R 33.33 A	R 33.33	R 33.33	200				24.78 R	24.78
1000 Braiding, Platting, Cutting Sparsfic Stilled Sydies, Adams and one of the Letter	R 1592.48 R	R. 4956.86 R	R 1143.90 R	R 25.42 R	R 148.00 R	20.70	R 20.70	טר טכ	a	and the same	T	X	24.78 R	24.78
1002/Braiding, Platting, Cutting after 5 years	8 1677.62	9 4 605.00				-			Z0.70 K	J K 95.55		95.55 R 24.78	78 R	24.78
Specific Skilled Stylist - doing only one of the following:	-		A 143.30 K	K 25.42 R	R 148.00 R	R 21.74 R	R 21.74	R 21.74 : R	R 21.74 , R	1, R 100.32	100 22 lp		5	
1004 Braiding, Platting, Cutting after 10 years	R 1753.23	1 4 956.25 R		25.43	000				WILL PRODUCE TO	The Contraderspace .		77 V 78	/8 K	24.78
2089 Working Employer (in Salon with Staff)	6 662.33	223	R 1537.47 R	delining and delining	240,00	K. 22.	R 22.79 R	R 22.79 R	R 22.79 R	9. R 105.19	IS R 105.19 R		78 R	24.78
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CASUAL EMPLOYEE	An employee who	substitutes for any permanent employee who is sick or on leave	manent employee	who is sick or an lea	ave				The state of the s		Na production and the state of	refferijen, and jama, and sees sees seemen, and general appropries	looma	
TOPOGRAPHICAL CONTROL OF THE STATE OF THE ST	An employee who	An employee who works 1 or 2 or 3 or 4 days per week	days per week	no prescribed HOU	RLY rate for th	lat category of empl.	oyment		A Control of the Cont					
PART TIME EMPLOYEE	Remuneration / B. Should the Counce	Ramuneration / Basic Salary / Wages shall be calculated at the prescribed HOURAY rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the E-d! Time position for that Inh Category	il be calculated at t calculated salary fr	he prescribed HOUI om the Employer (S	RLY rate for thisalon owner), t	nat category of empl then the salary of th	loyment e Fuli Time position	ofor that to h Cate	June June			The first particular de contraction of the first particular designation of the first particular design	1	
WORKING EMPLOYERS WITH THE PROPERTY OF THE PRO	if received, then the	if received, than the deductions will be changed accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked and not the full amount of days worked.	hanged accordingly	to the lower amou	rt for the actu	ist amount of days w	vorked and not the	fuil amount of day	worked.					
A CONTROL OF THE STATE OF THE S	TO SUCCESSION OF THE PROPERTY	Continuations for a working employer (Work Code 2089), is voluntary for SPF from 1 January 2017	Vark Cade 2089), is	valuntary for SPF fn	or Llanuary	2017				менонирования (у тенирования подочительной подочительной подочительном	AND THE PERSON AND TH	CHIPPENDAL SANDERS OF PROPERTY OF PROPERTY OF SANDERS O	- Branch	
PENSION FUND	Pansion Fund Com	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions revealed the sale Employees.	r all Employees will	be 6% of the Basic	Salary of the E	mplovee. Contribut	lie of aldeven shoil	Employees	100			Menthellererennenseles Procedon Anna Consessenting of the	-	
WALL DATE CALCULATION	Basic Salary / Wag	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day	vided by 45 = HOUR	1Y Rate multiply by	hours worked	on the day	D Lo North	CHIPONETS WILL DE	DZe OT THE BASIC SE	iery of the Emplo	yee.	Angelon annual a		
COMMISSION EARNERS	Quaiffed Haircres Quaiffed Hairdres NO STOCK DEDUC	Qualified Hauriesses / Sylvist, which are employees and employed on or after 7010, whom will receive a minimum of 30% commission. Qualified Hadriesses / Sylvist, which are employees and employed prior to 2010, whom will receive a minimum 30% Commission. MO STOCK DEBUCTIONS ARE ALTOWER. VIX Asson row Years need not a second and the second seco	re employees and er	mployed on or after mployed prior to 20	710, whom will	will receive a minimum	num of 30% commission	ssion.	AND AND ADDRESS OF THE PARTY OF	PROPERTY IN TURBUNATION OF STREET, STR				
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	(EE ≈ Employee	,									month annual ann		- Company	
ABBREVIATION DESCRIPTIONS	ER = Employer													
	SPF = Sick Benefit Fu	Fund												
FARKER	The state of the s		Mentionen sage procession with the standard and the same	THE REAL PROPERTY OF THE PERSON NAMED IN	the feetings of the same and the same	CONTROL VARIABLE PROPERTY AND ARTHUR STATE-US								

Chairperson: P Matjebe Date: 01 June 2023 Approved:

Inion Members: Union fee equates to R 148,100 per mannin per member. For rrembers who joir UASA after the age of 60, inc Union fee equates to R 121,300 per month per member (Excluding the funeral benefit)

mers to also include any apprentices

UNION FEF / AGENCY FEF

Non-Union Members: Non-Union members pays an Agency Fee equal to the Union membership fees curenly R 148,000 per person per month but with no UASA benefits.

	COUNCIL
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,	GAIN
	BAR

REMINERATIONEASIC SALARYWAGE AND CONTRIBUTION SCHEDULE MARDRESSANG FOR DWISION 109 BEING THE ENTIRE KNAZULU MATAL PROVINCE.

ANNEXURE "H9"

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Tay No. ANNEXURE "H9" N. A. Step 127 Na ac referring JEL-JES Adopted subspect Ster W. REMANERATIONBASIC SALARYMAGE AND CONTRIBUTION SCHEDULE HANDRESSING FOR DIVISION 109 BEING THE ENTIRE KNAZULU MATAL PROVINCE San A N N Atta heateont pro Onythers based as Materials ange BARGAINING COUNCIL **Cheatinisticon **Cheatinisticon **Cheatinisticon and **Cheatinisticon ** nera Karal Chomiforkom va be palad by zak implament urbi be 6,5% of the collitination by skipsy all the familyone. Committees by Salasy of the familyone Committees by Manay shoked on the 60m. SCEEDE 1917 SCHEME SCHEME 1827 Member 43 Member 43 2023 Heavily MCS Loden Neta - 45; Per Per yearly Apathathadas Mi Athys with care Elbera-Ast 200 later. Combines May Nuclea Noticed Decod No. UNION FIL! AGDICY PRI MOTTES CAGUAL EMPTLONDE ¥\$.

Approved: Chaliperson: P Metjebe

ANNEXURE "H10" REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 112 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM WORKING 40 HOURS HARDRESSING, 45 HOURS BEAUTY AND 25 HOURS PART TIME

Fig. 19, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	Comparison Com	Work Code	WE WINT TO THE PARTY AND THE P	of management and the state of	MANAGE IN THE RESIDENCE	Children and activation than the same	the rate or resident and and	ablandone and making an arrange								
R. 1402-10 Auto-10 A	R. 1862-10 A.			Jen 2023 Selary- Count-budges Wegg- Persylose Ford and Countil Fees				D-commendation and or other			* 8CFee E8 - Salan Bag efter Hoeff - 1.3% of Contributing	* NC Freu EE's Salon Swg War Street J. 1.3% of Consciouling	2023 Retainal Perakon Fand (IRI) - Contribucing Mager	Zúzis Narlonel Perdon Fámil (Eige Cortefbrahre Wage	2028 National SPE Employer based on Minintern Wage	ZOZB skapticasa St Employee, based s Missiprum Wage
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Activity	Particular Par	3036 Be	2uks Technologist - Untualified		ı	ľ		270,00	(8/6)	The supplemental states	×	2	~		26	22
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R 3432-167 R 4,056.24 R 1,055.26 R 1,055.26 R 1,055.27 R	R. 245024 R. 445024 R. 445024 R. 445024 R. 44502 R. 44	3014 Br	adity and Studene Therapist	200	12	-	R 32.58	R 148.00 R					4		D. second design	X
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A 255-25	Record Section Reco	2046 1	ARNER - Entry Level	COLUMN TO WARRANT TO STATE OF THE PARTY OF T	A 1,557.70	i		R 148.00 R	4			Minneson	•		2	×
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Record R	Control Cont	4000 S	rubents - Entry Lavel	The same of the sa	R 1,657,70			R 148.00 R	- Constitution of the Cons	-			-		***************************************	R
R. 4,855.2 R. 7,059.3 R. 2,099.6 R. 186.0	Control Cont	4002 \$	TUDENTS - Module 2 (Level 1.8.2)		H 3.955.23			R 14R OC B	-	S. Commence of the Commence of	manufacture manufacture and other	AND THE PERSON AS A PERSON AS			PARTIES AND PROPERTY.	æ
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Page	Comparison Com	3032 6	langer - Beauty			0	9	440000	and or other second	-	Append Lymph	1				
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		Chairperson:	Matjebe .													

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ANNEXURE "H10" REMUNERATION/BASIC SALARYWAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 112 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM WORKING 40 HOURS HARDRESSING, 45 HOURS BEAUTY AND 25 HOURS PART TIME

OHGB Subscriptions (Bargainting Levy) See Annexure C Bargainting Levy) See Annexure C Safon Charge * R

13.77 22.03 13.77 203.02 135.41 Amenaration light about the consistent of any personent's employee who is not work leave

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for mumbers who join UASA after the age of 55, the Union Fee equates to A 121.00 per month per

Hon-Union Maribers: Non-Union members pays an Agoncy Fee equal to the Union membership fees currently # \$48.00 per person por month but with no UASA benefits

naers: Union Fee equates to R 148.00 per month par member.

UNYON HEE / AGENCY FEE

BARGAIIVING COUNCIL

ANNEXURE "H11"

REMUNERATIONBASIC SALARYMAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 113 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM - WORNING 45 HOURS - ALL CATEGORIES

EOHCE Subscriptions See America C Bargathing Levy 2xe America C Salon Charge R

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2000 Barber - starting 1 month	~	3.466.39	3575 B	1		148 00	- Annual Control				4 4	2	×	39.11 R	38.11
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2006 Barbar - Serbor		S and as		1			The contract of	90.69	× .			R 318.45	ec.	26.54 R	26.54
anac Beauty Technologist - Homesifiled			1	1	-	1	3	٦	. H	-	7	R 468.31 R		39.03	39.03
TOTAL CONTROL TOTAL CONTROL CO		9	g 4356.86 R	1	and the same	148.00 R	37.99 R	- Annual Control	R 37.99 R	8 37.99. R	3. R 175.36 R	8 175.36	ar.	24,78 ਜ	24.78
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3020 Beauty and Skincare Therapist - Unqualified	× 1	4,956.86	4 4.956.88 R	1,143,90 R	1 25.42 R	148.00 R	5444 R		R 64.44 R	8 54.44 R	1 R 297.41	8		04 72 O	24 20
2014 Beauty and Stipcare Recapist	E	7282.52	# 3382.52 R	1,680.59 R	37.95 R	4 M800 R			8 94.67 B	R 94.67 R	-			3K.61 D	0 4470
3022 Salon Assistant	The second secon	3,887.32	8 4 256.35 R	1,143.90 R	1 25 42 R				8 50.54 R	-	-	85		24 78 3	26.76
4012 Drybar Worker	A STATE OF THE PERSON OF THE P	4,567.88 #	8 2,958.86 R	1,143.90 R	X5.42 H			The same of the sa	-		- Baselph France	8	-	24 70 B	14.70
2011 General Assistant - Part Time		2,687.63 III	R . J37.81 R	635.50 R	3 25.42 R				R 34.94 R	R 34.94 R	Manager Val	×		13 77 8	13.50
2010 General Assistant	от веренения веренен	- 1	# 4.956.85 R	1,143 90 'R	25.42 R	R 148.00 R	-		R 45.34 R	- Community	45.34 R 209.25	*	8	34.78 8	74.78
2021 Hairdresser - 1st year after qualified - Part	FIRE PROPERTY OF THE STATE AND THE STATE STATE STATE STATE STATES AND STATES	- 1	8 3.650.7% R	846.87 R	1 33.87 R	- 1			R 47.72 B		H	8		18.35 R	18.34
2020 Hampressor - 1st year after qualified	K	5 500.48	R S 560.48 R	3,269.35 8	3 28.21 R	R 148.00 R	1 7351 R	R 71.51	R 71.51 R	-	73.51. 8 330.03	Anna comme	B	27 50 0	42 50
2023 Hairdrasser - Qualified - Part Time	The state of the s	\$,195.08	8 5 195,08 R	1,198.87 8	R 47.95 R		Marian record	-	=	8			6 0		05.77
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2046 LEARNER - Entry Level				1	8.50	1		-	4		-	* · · · ·		39.08 R	39.08
2048 LEARMER - Level 2			į	-		1		- Control of the Cont	Part of the last o			+	-		8.29
2050 LEARNER - Level 3		-	1	ľ	76.34	-	-	all representations of the second	-	,		7	Participation of	16.58 R	16.58
2052 LEARNER - Level 4		44774	1	į	-	į	-	Distance Payane	-		æ	R	œ	25.56 a	25.55
400g STUDENTS - Entry Level		1	1	1	52.25	1	2	57.5		in .	5 I R 265,63	3 4 265.63	×	37.30 8	37.35
Arry STUDERTS - Module 2 (Level 1 & 2)	the state of the s		1	387.35	8 20	- 1	Squarent officers		Partie registron	A second	, 2 R	ec.	eci	8.23 R	8.23
Anny STUDENTS - Medule & Stewel 2 & 41	AND THE PROPERTY OF THE PROPER			1	17.00	1		R	× ×	, se .	æ	ď	R 16	16.58 R	16.58
ADRA STUDENTS - Module 6 Davel S. 6	TO AND THE PROPERTY OF THE PRO	1	8 5.111.43 R			- 1	Charles Annual A	and the same of th	-			eć.	8 23	25.56 R	25.56
		1	8 7 459 35	-		- [R 57,55 R	R 57.55 &	-		57.55 R 265.63	os.	265.63 R 37	37.30 R	37.30
SOLE MARCHE MAST ITEMS	Commence of the state of the st		1 4736.85 R			- 1	R 5444 R	R 62,44 R	R Gatte R		64.44 : 8 297.41	es	And the contract of the contra	24.78 R	24.78
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Annan Jagoria 220	AE						R . 147.07 R				147.07 R 678.78	æ	678.78 R SE	S6.56 N	58.3b
ACCOUNT OF THE PROPERTY OF THE	the state of the s		or,	1	-	1	R 135.25 R	R 135.25 R			135.25 R 624.34 R			52.02 H	52.02
AUX- Philips - Chir main area	***************************************		E C		41.6	- [R 132.02 R	-		1	17 . R 609,34	ge:		50.78 8	50.08
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Soor Issu recurrent results	The second secon	2	- 2	Ţ	R 25.42 R	1	R 58.93 R	R 58.93 R	. В 58.93 8	Worth colleges	8 8 272.00 R		1	24,78 R	24.78
Supering technicon - Qualified	Complete to different and out-of-the-desired train to distinct transmission and contract of training consistence.	- 3	en in man	i	1	R 148.00 R	R 92,24 R	я 92.24	æ		92.24 R 425.71	*		35.48 8	35 43
ACRES MARYERS THREADER - CHECK INVESTIGATION OF THE PROPERTY O	S. C. L. C.		T	i	3		32.00	R 32.00	R 32.00	ar.	32.00 R 147.71	11 8 147.71	K	24.78 8	24.78
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ZOUS Operator - Trainer - Part Tight	The second section of the second second section of the second sec	- 1	1 . JS : 23 : R	- 1	1	R 148.00 R	33.76	4		8 31.76	76 R 148.56 R	-	N N		147)
2067 Operator - Traince	er .		,	41	i	9 148,00 R	-					1	R		26.78
Constitution Part Time	# 1 Table 1 Ta	-	1						-	1 R 4758	25	219.79 R 219.			00
anan Robertionick, Rearty Petablishment	Maria a salah yang managanan a	R 5,492,22 C		R 1.25.7 da R			71,40	R 71.40 R	,	_	DC.	œ	329.53 8 2	27.46 R	37.46
The state of the s	#	8 7.029.10 s	3 COS 22 B		R 35.05 : R	R 148.00 R	91 38	ė:	E 93.38	3 K 93.38	38. R 421.75	oc.		35.15 j R	35 15

Approved: Chairperson: P Matjebe

ANNEXURE "H11" REMUNERATION BASIC SALARY WAGE AND CONTRIBUTION SCHEDULE HAINDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 113 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM - WORKING 45
HOURS - ALL CATEGORIES

21.42 R 37.15 R 42.08 R 24.78 R 24.78 R R 257.05 R 257.05 R R 385.79 R 385.79 R S 504.09 R 504.50 R R 504.00 R 505.21 R R 204.00 R 505.21 R R 205.10 R 505.21 R SS.59 R SS.59 R R SS.50 R EQHCB Subscriptions See Atmenure C
Bergaining Levy See Atmenure C
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1001 Secret Stiller Stiller, Jacob George and the following: Bending, Pietring, Criting - Part Times
2009 Workster, president in State with Stollin.

Work, Code

NOTES	
CALIAL EMPLOYEE	An employee who understand to map permanent employee who is gift or on leave.
PART TIMS EMPLOYEE	The recipient who what is ret is a deal per veries of the the territories of the first factories of the first country of the retained the country of the second of the first country of the country of th
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ABBREWITOR DECOUPTORS	No. 2 To graduate Council
LEASNERS.	I services to Also reduction and an analysis of the services.
UNION FEE / AGENCY FEE	Unless Administration for equality in 8 A AGLOS per month principles. For construent with principles Add after the egy of Eq. the thinks for exposes in 8 ALLASS per month or Schulding are for my likelies.
	Mart-Doto Members was a demonstrating the set of the Union membership free common as as above

ANNEXURE "H12"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 114 BEING THE MAGISTERIAL DISTRICT OF BRONKHORSTSPRUIT AND CULLINAN

EOHCB Subscriptions | See Annexure Bargaining Levy | See Annexure Salon Charge * R

Work Code

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2000 Berber: starfin 6 month
2006 Berber: starfin 6 month
2006 Berber: starfin 6 month
2009 Berber: starfin 6 month
2009 Berber starfin 6 month
2009 Berber starfin 6 month
2001 Berber starfin 6 9042 Receptionist - Beauty Establishment 2083 Receptionist - Hairdnessing salon - Part Time

Chairperson: P Matjebe Date: 01 June 2023

24.78

BARGAINING COUNCIL

ANNEXURE "H12"

REMUNERATIONIBASIC SALARYWAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 114 BEING THE MAGISTERIAL DISTRICT OF BRONKHORSTSPRUIT AND CULLINAN

EOHCB Subscriptions See Annexure (
Bargaining Levy See Annexure (
Salon Charge R

24,78 13.77 137.96 R 272.83 R 297.41 R 342.73 R 208.53 R 208.53 R 137.95 R 59.11 64.44 74.26 45.18 29.83 45.18 R 29,89 0 R 59.11 R 59.11 R 0 R 14.44 R 14.44 R 14.26 R 14.26 F 14.26 F 14.26 F 25.42 R 148.00 R 45.18 R 45.18 635.50 R 25.42 R 148.00 R 29.89 R 29.89 25.42 R 148.00 F 25.42 R 148.00 F 29.29 R 148.00 F 4,916 86 R 1,143,90 R 2,753.81 R 4,547,15 R 4,956.86 R 5,712.14 R 2,299.41 R 5,426.18 R 3,475.53 9909 Sumatobugiot 3 Years 3002 Sumatobugiot 3 Years Specific Stilled Stylet - doing only one of the following: Braiding, 1000 Pietting, Cutting Specific Stilled Stylet - doing only one of the following: Braiding, 1001 Pietting, Cutting - Part Time 2008 (Working Employer (in Saleon with Staff) Work Code Description San al

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CASUAL SMPLOTEE	". "Conspired by Permissing In Spired Annual Constitution of the Constitution of the Constitution of the Constitution of the Annual Constitution of the Annu
РАВТ ТИМЕ ЕМРІ СУЄБ	As employes who vertis I at 2 or 3 are 4 days par week the statement of th
	If received, then the deductions will be channed according to the forms according to the forms for the transfer of the feel of the channel according to the forms according to the forms for the contraction of the forms according to the forms for the contraction of the forms for the
WORKING EMPLOYERS	Contribulgions for a Working Employmer Whire Code 2000s is code-to-for for the code and the code of th
PERSION FUND	Periodo Feira Contributions to the beat by all from the contributions will be seen that the beat of th
DAILY RATE CALCULATION	Bacic Satary / Wage divided by 43,333 divided by
COMPISSION ONLY EARNERS	Qualified Haidrissers Styliats, which are employees will receive a reheinfund of 25% commission. This Lay Phillodal DNLY TO AFRO SALONS STOCK DEVOLUTIONS REALALOWED IN A PRO-SALONS ONLY, VAT AND LOYALIY CARD FEE SHALL BE DEDUCTABLE. Should the confine area become
millionining managasa papumamosoooosa, ilipuddi aboosaa ay moggapa papumamosoooooooooooooooooooooooooooooooooo	IIC = Regents Council
ABBREVIATION DESCRIPTIONS	Efficiency Efficiency
	Safe's Side Benefit Fund SPF a Side Pay Fund
LEARNERS	fearnes to also exclude any apprentites
Union FEE / Agency Fee	Union Members, Union Fee equates to B 148.00 per mentity per members. For members who pin UNSA atter the age of 60, the Union Fee equates to R 121.00 per month per member (Exclading the funnal benefit)
	Yon-Unon Memberts Non-Union members pays an Agency fee squal to the Union membership fees currently R. 148,00 per person per month but with no tusch is mades
	THE COLUMN PROPERTY AND ADMINISTRATION OF THE COLUMN PROPERTY AND ADMINISTRATION AND ADMI

Approved: Chairperson: P Matjebe Date: 01 June 2023

NOTES

ANNEXURE "H13"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 115 BEING RUSTENBURG, BRITS, MANKWE (HARTBEESPOORT)- WORKING 45 HOURS

24.78 24.78 34.97 36.54 8.29 16.58 37.30 8.28 16.58 37.30 34.68 35.11 36.27 24.78 24.75 24.78 24.78 24.78 24.78 R 24.78 R 24.78 R 24.78 R 24.78 R 24.78 R 33,31 R 34.97 36.64 8.29 25.56 16.58 25.56 37.30 439.73 R 193.81 R 722.50 248.36 170.92 274.07 146.76 154.11 R 161.37 R 399.74 R 419.64 R 274.07 439.73 297.41 48.21 R 53.81 R 31.80 8 34.96 R 64.44 R 90.92 R 95.28 R 37.03 B 59.38 R 33.39 R 86.61 R 41.99 F * BC.Fee EE - Salon ... | BC.Fee EE - Salon ... | Pag after Novij - 1.356 | Pag after Novij - 1.355 | Pag after Novij - 1.355 | Pag after Novij | Page of Contributing Wage 34.96 R 64.44 R 86.61 R 31.80 R 26.21 R 148.00 R 148.00 R R 148.00 R 17.00 R 148.00 R 17,60 R 148,60 R 38.25 R 148.00 R 148.00 25.42 25.42 25.42 35.42 2025 Hourig Bane -45h/Per week 25.42 35.87 37.58 8,50 1,143.90 R 4.556.86 R 1,143.90 R 4,556.85 R 1,143.90 R 1,143.50 R 1,143.90 1,143.90 1,691.30 1,179.50 Verage - July SPF Cate 2023 Weekly Rase 4,956.86 R 1,143.90 4,956.86 R 1,143.90 6,662,33 R 1,537.47 1,721,41 1,179.50 6,993.99 R 1,614,01 382.55 765.06 4,956.86 R 4,955.86 R 4,956.56 R ,328.91 R 5 14.0.13 dring. 2,848.65 3 4,567.88 R 2,568.54 € 4,956.86 R 6,662.33 R 2,445.92 R 7,373.28 5 1,521,54 3,708.26 5,664.96 4,139.34 2,689,51 3,230.10 7,021.89 EOHCB Subscriptions | See Annexure C Bargalning Levy | See Annexure C 3020 Beauty and Skincare Therapist - Unqualified Work Code Description 2020 Hairdresser - 1st year after qualified
2022 Hairdresser - Qualified - after 5 years
2026 Hairdresser - Qualified - after 5 years
2026 Hairdresser - Qualified - after 10 years 2062 Manager - Hairdresser after 5 years 2064 Manager - Hairdresser after 10 years 3030 Manager - only (Beauty Establishment 4002 STUDENTS - Module 4 (Level 3 & 4) 4003 STUDENTS - Module 5 (Level 5 & 5) 4001 STUDENTS - Module 2 (Level 1 & 2) 3034 Beauty Technologist - Qualified 2012 General Assistant after 5 years 3014 Beauty and Sidncare Therapist 2014 General Assistant after 10 year 4000 STUDENTS - Entry Level 2046 LEARNER - Entry Level 2052 LEARNER - Level 4 2048 LEARNER - Level 2 2050 LEARNER - Level 3 3032 Manager - Beauty 3022 Salon Assistant 4018 Drybar Worker Work

Date: 01 June 2023

ANNEXURE "H13"

REMUNERATION BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 115 BEING RUSTENBURG, BRITS, MANKWE (HARTBEESPOORT)- WORKING 45 HOURS

EOHCB Subscriptions | See Amerume C Bargaining Levy | See Amerume C

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of Centributing Wage of Centributing Wage 61.44 R 64.44 8 56.49 75,47 62.01 61.89 59.90 64.44 42.22 64.35 72,05 30.29 25.42 R 148.00 R 148.00 R 148.00 148,00 25.42 R 29.77 R 25.42 R 25.42 R 25.42 25.42 2023 Hourly Bate-455/Per week 4,956.86 R 1,143.90 R 4,955.86 R 1,143.90 R 4,356,86 R 1,143.90 R 1,143.90 R 4,956.26 R 1,143.90 R 1,143.90 R 4,955,85 R 1,143.90 R 4,355,85 R 1,143.90 R 5,805.34 R 1,339.70 R 4,956.85 R 1,143.90 R 5,542,65 R 1,279.08 R 1,143,90 R 1,143.90 R 1,143.90 R 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 4.55.26 R 1,143.90 4.35E.85 R 1 4,95£.86 R 4,356.88 R 4.996.86 R 4,956 26 R 4.356.86 R 3,050,86 Jun 2223 Afterbrican Wings - far 595 Cair 2 4,567,88 R 3,247.98 8 1,949.83 R 4,726,11 R 4,956.85 R 5,542.65 R 4,769.78 R ,753.23 4,607.35 5,805.34 4,956.86 4,345,61 1,672.03 2,364,66 1000 Platting, Cutting Specific Silving Stylest - doing only one of the following: Braiding, 1000 Plathing, Cutting affects - foing only one of the following: Braiding, Specific Silving Stylest - doing only one of the following: Braiding, 1004, Platting, Cutting after 10 years 1016 Specific Skilled Stylist - after 10 years Specific Skilled Stylist - doing only one of the following: Braiding, 2086 Receptionist - Hairdnessing salon - after 10 years 2084 Receptionist - Halrdressing salon - after 5 years 2054 Manager - cmly (hairdressing)
2056 Manager - cmly (hairdressing) after 5 years
2058 Manager - cmly (hairdressing) after 20 years
3040 (hail technician - Unqualified
3094 (hail technician - Certified Work Code Description 2078 Operator - Multi skilled - after 16 years 2076 Operator - Multi skilled - after 5 years 3042 Receptionist - Beauty Establishment 1014 Specific Skilled Stylist - after 5 years 2082 Receptionist - Hairdressing salon 3038 Massage Therapist - entry level 3088 Massage Therapist - entry level 3087 Wassage Therapist 3052 Somatologist B Tech - 4 years 3054 Sometologist - B Tech Laser 2072 Operator - after 10 years 2070 Operator - after 5 years 2074 Operator - Multi skilled 3048 Sornatologist 3 Years 1012 Specific Skilled Stylist 2067 Operator - Trainge 2068 Operator Wark

Chairperson: P Matjebe Date: 01 June 2023

Nor-Union Members: Nor-Union members pays an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits.

BARGAINING COUNCIL

ANNEXURE "H13"

2029National SPF Employee hased an Michael Wago REMUNERATION BASIC SALARY MAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 115 BEING RUSTENBURG, BRITS, MANKWE (HARTBEESPOORT)- WORKING 45 HOURS Union Members: Union Fee equates to R 146.89 per month per member. For members who join UASA after the age of 80, the Union Fee equates to R 121.89 per month per member (Excluding the funeral beauth) 99,94 Pennian Road Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employees will be 6% of the Basic Salary of the Employee.

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ER = Employee

BR = Bargone

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Sa Removertion / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment is the count one receives the lower contracted shall remember the countries of the countries of the countries of the changest according to the countries of the changest according to the changest according to the lower amount for the actual impount of deep worked and not the fail amount of days worked.

Contributions for a Working Employer (Work Cade 2089), is younted to the study and accountries of the countries * BC Fee EB - Salon Bug after Mox(7 - 3.3% of Contributing Wage of Contributing Wage prescribed HOURLY rate for that category of employment An employee who substitutes for any permanent employee who is sick or on leave 34,17 1,537.47 2023 Weekly Rate 6,662.33 R Net 2023 Mindreds Wage - tor SPF Celo only 6,662.33 R ECHCB Subscriptions | See Annexure C Bargaining Levy | See Annexure C ABBREVIATION DESCRIPTIONS UNION FEE / AGENCY FEE PENSION FUND DAILY RATE CALCULATION PART THME EMPLOYEE WORIGNG EMPLOYERS CASUAL EMPLOYEE 2089 Working Employer (in Salon with Staff)
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BARGAINING COUNCIL

ANNEXURE "H14"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING THE ENTIRE LIMPOPO PROVINCE - WORKING 45 HOURS

EOHCB Subscriptions | See Annexure | Bargaining Levy | See Annexure |

Work

469.33 R 150.10 R 339.90 R 31.29 R 297.41 R 248.36 R 248. 193.81 441.621 442.40 463.47 297.41 349.80 367.33 384.77 141.88 193.81 2021 National Presion Find (EE) -Contributing Wage 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160.10 | 160 416.21 42.40 42.40 463.47 297.41 349.80 367.33 384.77 141.88 146.01 170.35 ZOZS Mationei Pension Fund (ER) -Contributing Wage 101.69 34.69 44.60 19.78 64.44 48.21 53.81 33.89 33.39 34.36 64.44 66.44 66.44 66.44 66.44 66.44 66.44 66.44 66.44 * BCFen ER-Salorr Reg after Nov17-1.3% of Contributing Wage 41.99 41.99 R 90.18 R 95.85 R 100.42 R 75.79 R 775.79 R 83.37 R 81.64 R 73.00 R 31.64 R 83.37 R 83.37 R 83.37 R 83.37 R 83.37 R 100,69 34,66 44,60 173,64 48,21 55,81 37,09 37,09 31,80 31,8 41.99 2023 Union Fee | R 7,822.23 | R 7,822.23 | R 1,805.14 | R 40,11 | R 146,05 |
R 3,625.68	R 4,826.68	R 1,144.30	R 25.42	R 146,05
R 3,625.68	R 4,826.68	R 1,144.30	R 25.42	R 146,05
R 3,625.68	R 5,664.98	R 1,144.30	R 25.42	R 146,05
R 4,926.88	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 4,926.89	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.23	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.23	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.23	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.23	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.24	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.25	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 2,466.24	R 4,826.88	R 1,144.30	R 25.42	R 146,05
R 3,220.10	R 7,223.21	R 1,261.21	R 25.42	R 146,05
R 3,220.10	R 7,223.21	R 1,201.24	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,201.24	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 146,05
R 3,220.10	R 7,223.21	R 1,223.21	R 36,25	R 36,25
R 3,220.20	R 7,223.21	R 1,223.21	R 36,25	R 36,25
R 3,223.21	R 7,223.21	R 36,25	R 36,25	R 36,25
R 3,220.20	R 7,223.21	R 3,223.21	R 3,22 2023 Hourly Rate - 45h/Per week 2023 Weeldy Rate Marimain: Wage -R 3,230.10 2009 Aestheetic Therreiptt	
2000 Barber - Trainee
2000 Barber - Trainee
2000 Barber - Trainee
2000 Barber - Senlor
2006 Beauty Technologist - Unqualified
2002 Beauty and Sthorate Therapist
2004 Beauty and Sthorate Therapist
2005 Beauty and Sthorate Therapist
2004 Beauty and Sthorate Therapist
2005 General Assistant after 30 years
2006 Beauty and Sthorate Therapist
2006 STUDENTS - Moral of Level 3 & 4
2001 STUDENTS - Moral of Level 3 & 6
2002 STUDENTS - Moral of Level 4 & 6
2002 STUDENTS - Moral of Level 5 & 6
2002 STUDENTS - Moral of Level 5 & 6
2006 STUDENTS - Moral of Level 5 & 6
2006 Manager - Haldroeser after 5 years
2006 Manager - Haldroeser 2008 Manager - Confilled
2009 Manager - Haldroeser 2008 Manager - 2008 Ma

Chairperson: P Matjebe

Date: 01 June 2023

24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78

BARGAINING COUNCIL

ANNEXURE "H14"

REMUNERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING THE ENTIRE LIMPOPO PROVINCE - WORKING 45 HOURS

EOHCB Subscriptions See Amexure C Bargalning Levy See Amexure C

24,78 2023 Rational SPF Employer Search on Minimum Wage 224.07 R 159.48 R 265.95 R 265.95 R 285.77 R 285.74 R 285.74 R 287.41 R 287 105,19 95.55 100.32 264.03 R 265.03 R 265 105.19 ZOZB National Persitors Fund (ER) -Contribucting Wages 100.32 5938 R 44212 R 8 64444 R 8 64444 R 8 64444 R 8 65499 R 8 65494 R 8 65499 R 8 65494 R 8 21.74 R 22,79 21.74 * RCFess ER - Salon Reg arbar Novel? -3.3% of Contributing Wage 20.70 59.38 58.51 58.51 64.35 61.44 64.44 65.01 65.01 66.44 64.44 22,79 148.00 148,00 2023 Union, Fee 25.42 R 148.00 25.42 R 25.42 2023 Haterly Batin - 45h/Per week R R 1143-90 R 1,243.90 R 1,537.47 R 1,143,90 1,143.90 MAZZ Wronfely Bath 4,567,89 R 4,956,86 R 4,507,86 R 4,507,07 R 4,956,86 R 4,556,86 R 4,956.86 R 4,556.56 R 4 956.75 R Jup 2023 Mikimuni Mage for SPF Calc and Jun 2023 Salary-Contribution Wage - Pension Fund and 'Council Fees 5,662.33 1,592,48 1,672.03 | 2007 | Massage Theraplet | 2007 | Operator - Trainee | 2006 | Operator - Trainee | 2006 | Operator - Trainee | 2006 | Operator - After To years | 2007 | Operator - Multi skilled - After 10 vears | 2007 | Operator - Multi skilled - After 10 vears | 2007 | Operator - After 10 vears | 2008 | Operator - After 10 vears | 2008 | Operator - After 10 vears | 2009 | Operator - After 10 vears | 2009 | Operator - After 10 vears | 2009 | Operator - After - 1002 Platting, Cotting after 5 years Specific Righd Stylker- cloing only one of the following: Braidfree, 1009 Platting, Cutting, after 10 years 2009 Wentship, Employer (in Salon with Staff) Work

Persion Fund Contributions to be paid by all Employees will be 6% of the Basic Salaxy of the Employee. Contributions preyable by all Employers will be 6% of the Basic Salaxy of the Employee. An employee who substitutes for any permanent employee who is cirk or on feere
Remuneration. Basic Salany I Wages sholl be calculated at the prescribed HOURLY rate for that category of employment.
An employee who works it of no 5 or 4 days par week.
Remuneration. Basic Salany I Wages shall be calculated at the prescribed HOURLY rate for that category of employment.
Should the Council not receive the forwer calculated statery from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply.
If received, then the deauctions will be changed accordingly to the forwer amount for the actual amount of days worked.
Contribudions for a Working Employer (Work Code 2009), is valurated for SPF from 1 January 2017 PENSION FUND
DAILY RATE CALCULATION PART TIME EMPLOYEE WORKING EMPLOYERS CASUAL EMPLOYEE

Chairperson: P Matjebe Date: 01 June 2023

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ANNEXURE "H14" Inform Members. Union fee equates to R 148.00 per month per member. For members who join UASA after the age of 60, the Union fee equates to R 121.00 per month per member (Excluding the funeral benuef). REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING THE ENTIRE LIMPOPO PROVINCE - WORKING 46 HOURS Mor. Union Nembers: Non-Union members pays an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits. * BCFse (B.-Salor-Beg efter Novil?-1.3% of Contributing Wage BARGAINING COUNCIL ZGZS Hourly Kate - 43h Per week 2023 Wookity Bate BC = Bargainting Council
EE = Employee
IR = Employee
SR = Sink Bereaff Fund
SRF = Sick Ray Fund
Learners to also include any apprentions iun 2023 SularyLin 2023 SularyColdribuston Wage Medicuum WagePricotion Fund seed
For Sept Cuiv willy

Council Feas EOHCB Subscriptions | See Annexure C Bargalning Levy | See Annexure C ABBREVIATION DESCRIPTIONS UNION FEE / AGENCY FEE

Work

Approved: Chairperson: P Matjebe Date: 01 June 2023

APPLINES " -2A

ANNEXURE "H15"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS

EOHCB Subscriptions See Annexure C Bargaining Levy See Annexure C

anna la sur a la sur	Jun 2023 Salary - Contribution		3ver 2023		2023 Hourly		* BC Fee ER + Salon Reg	* BC Fee EE - Salon Rec	2003 National Baxelon	1972 Matthews Breezeway			
Code Description	Wage - Pension Fund and Counci Fees	in the second	Minimum Wage for SPF Calc octy	2023 Weekly Rate	Rate - 45h/Per week	2023 Union Fee	after Nov17 - 1.3% of Contributing Wage		Fund (ER) - Contributing Wage	Contributing Wage	Employer based on Minimum Wage	2023 N Employs Minim	2023 National SPF Employee based on Minimum Wage
3089 Aesthetic Therapist	R 7,	7,822.23	R 7,822.23	R 1,805.14	R 40.11	R 148.00	R 101.69	R 101 69	00 000				Total Contract
2002 Barber - Trainee	8 2	2,668.35	R 4,956,86	R 1,143.90 R	R 25.42		R 34.60	a		The second secon			39.11
2004 Barber - Junior	R	3,430.74	4.956.86	R 1.143.90			AA CO	G C	5	THE COLUMN TWO IS NOT	- Annual Control of the Control of t		24.78
2096 Barber - Senior	10 C	-j -	÷	1 207 31		Total Control	00.44.00	- Antonio de Carallel de La Carallel	x	Mary Sections of the Control of the	R 24.78	~	24.78
3036 Beauty Technologist - Unqualified		+		1142.00	CO.C.2	T	73.04	×	e s	R 339.90	R 28.32	~	28.32
3034 Beauty Technologist - Ouglified	-			1,143.00	25.42	and and and	Antiques and a second	R	R 91.29	R 91.29	R 24.78	œ	24.78
3020 Beauty and Skincare Therapiet - Hourslifted				and the same	and a service	- Landanian	erithinipedialeziek zamoyt izz	R	R 297.41	R 297.41	R 24.78	<u>. </u>	24.78
3014 Realty and Chinese Therewise	ì	-	4,356,88				All the second s	R 48.21	R 222.50	R 222.50	R 24.78	00	74.75
3022 Calon Accident			4,956,86	- Annahaman	and the same of th		grigorierossassassassas apriposa	æ	R 248.36	R 248.36	æ	٠	24.75
ADI C Drawn Market Mark		-	-	- manual	-		Printer and the state of the st	R 37.03	R 170.92	R 170.92	an announce our filtric spakings	d	27 AC
4010 Drybal Worker	-		4,955.85			200	R 59.38	R 59.38	R 274.07	Westernaments in Stilling	Marie and Marie and Addings of the Spirits of the S	_	34.75
Z030 general Assistant		-	4,956,85	1		R 148.00	R 31.80	œ	04	8		-	74.75
2012 General Assistant after 5 years	1	-	-	R 1,143.90	R 25.42	R 148.00	R 33.39	2	R	2	a		24.72
2014 General Assistant after 10 years	-		R 4.956.86	R 1,143.90 R	R 25.42 R	R 148.00	R 34.96	8	00	a	0	F	44.P
2020 Hairdresser - 1st year after qualified	- [-	R 4,956.86 R	R 1,143.90 R	R 25.42	R 148.00	alternatives charles of systems	R	2	0	and the second s		24.7
2022 Hairdresser - Qualified	R	ritina	R 5,562,33	R 1,537.47	R 34.17	R 148.00	R 86.61	8	R	0	2		24.7
2024 Hairdresser - Qualified - after 5 years	8	-	R 5,993,99 R	1,614.01	R 35.87 R	R 148.00	Milesage de Legentes (MINSAMA)	8	2	Q	A		33.3
2026 Hairdresser - Qualified - after 10 years	R 7	7,328.91	R 7,328.91	R 1,691.30	R 37.58	R 148.00	8	R	α α	2 0	Action of the second		34.5
2046 LEARNER - Entry Level	THE PERSON OF TH		R 1,557.70 R	R 382.55	R 8.50	8	R	R	· a	and and the state of the state	Managaran children consta	nel-	36.6
2048 LEARNER – Level 2	The second property of the second property of the second		R 3,315,23	R 765.06	R 17.00 R		8	8	~ ~	D	molecular designation of the second		8,2
2050 LEARNER - Level 3	The state of the s		R 5,111,13 R	R 1,179.50	R 26.21 R		2	R	0	Marie Agentive State of the San	MARKET CONTRACTOR OF THE PARTY		16,5
2052 LEARNER - Level 4	~	3,230.10	R 7,438,33	, R 1,722,41	R 38.25	148.00	R 41 00	a		2	Part of the latest desired the l		25.5
4000 STUDENTS - Entry Level	***************************************		8 1537 73 R	1	Salara con periodici	R 148.00	R	v from	193.81		T T T T T T T T T T T T T T T T T T T		37.3
4001 STUDENTS - Module 2 (Level 1 & 2)	The second secon		8 3,315,23 R	A change of	R		Special and the state of the state of	8	10	K	1		200
4002 STUDENTS - Module 4 (Level 3 & 4)	The state of the s		8 5,111,13	R 1,179,50 R	R 26.21 R	1		S	Accompany (confequence-		The same of the comment		16.
4003 STUDENTS - Module 6 (Level 5 & 6)	33	230.10	S 7,459,39 R	R 1.721.41	1 ×	-	R A1 00		4	2	2		25.5
3032 Manager - Beauty	. R 6,	936.82			œ		2	2	L93.81	×	8		37.
2060 Manager - Hairdresser	R	021.89	P 7.071.33 R		and the same of the	-	8	D	-	K	×		34,(
2062 Manager - Hairdresser after 5 years	R		R 7.3.3.26 R	i	-	1	0	2	Management stands	X	8	R	35.
2064 Manager - Hairdresser after 10 years	R	7,724.57		1	M septime		8	D	Y	×	2		36.
3030 Manager - only (Beauty Establishment)	8	98.956	and the same of		8	mytemen's m		L D	K management opening page	χ.	R	2 R	38
2054 Manager - only (Hairdressing)	cc.	R 5,829.97 8	1	-		-	2 0	2 0		R	R	8	24
2056 Manager - only (Hairdressing) after 5 years	«	,122.20		dir. y dagaa	and comments and	The same of	2	mån-	×	×	Representative on the secondary		29
2058 Manager - only (Hairdressing) after 10 years	8	,412.79	R 8432.78	2	-	and the last	AND IN STREET, IN STREET, IN	0	r	R	R		30
3040 Nail technician - Unqualified	OC.	2.354.66		2	-		D D	2	X	×		6 R	32.
3084 Nail Technician - Certified	and the	7 432 55					Z	A second a s	×	R 141.88	R 24.78	<u>د</u>	24
3038 Nail technician - Oualified		0 21 000	- Company	واء	ĺ	, i, i	N i	8	R 146.01	æ	R 24.78	8 R	24
3088 Massage Therapist - entry level	CX	461 00	1	2	-	Market A Page	K 36.91		8		Я		24
response and the second force of the second	the annumentation of the control of	110101	1	-	K 25,42	148.00	2	R	IR 147.71	R 147.71	R 24.78	α 00	24
A											The same of the sa	- Company of the Comp	-0.3 1 1 1 1 1 FEBRUAR

Approved:

Chairperson: P Matjebe Date: 01 June 2023

ANNEXURE "H15"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS

EOHCB Subscriptions See Annexure C Bargaining Levy See Annexure C

2023 National SPF Employee based on Minimum Wage 24.78 24.77 24 24 24.78 24.78 24.78 24.78 24.78 27.71 29.03 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 24.78 2023 National SPF Employer based on Minimum Wage 274.07 R 226.09 R 226.09 R 226.09 R 227.41 R 227 2023 National Pension Fund (EE) -Contributing Wage 100.32 105.19 95.55 2023 National Pension | Fund (ER) -- Contributing Wage 274.07 194.88 270.05 270.05 285.74 287.41 286.19 286.19 286.19 286.19 287.41 260.74 276.44 27 100.32 105.19 95.55 ~ ~ ~ ~ ~ ~ ~ ~ ~ 22.79 * BC Fee EE - Salon Reg after NovX7 - 1.3% of Contributing Wage 59.38 64.22 72.05 77.45 77.47 21.74 20.70
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 21.74 R 22.79 R * BC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing Wage œ 148.00 148.00 148.00 148.00 148.00 148.00 148.00 148.00 148.00 148.00 148.00 148.00 2023 Union Fee 25.42 R R 25.42 R R 25.44 25.42 25.42 2023 Hourfy Rate - 45h/Per 25.42 1,143.90 R 1,143.90 R 1,143.90 R 1,143.90 R 1,143.90 R 1,279.08 R 1,339.70 R 1,343.90 R 1,343.90 R 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 1,143.90 2023 Weekly Rate 1,143.90 4.956.85 R 4,956.86 4,956.86 4,956.86 4,956.86 8,9 Jun 2029 Mininjum Stage -for SPF Cate only -, DS8 86. 4,955,86 6,662.33 Jun 2023 Salary -Contribution Wage - Pension Fund and Council Fees 4,567.88 13,747.88 14,507.76 14,949.83 14,726.11 14,956.86 15,542.65 15,542.65 14,769.37 14,769.37 14,956.88 14,356. 1,592.48 2,563.58 1,672.03 nc 00 1012 Specific Skilled Stylist - after 5 years
1014 Specific Skilled Stylist - after 10 years
1015 Specific Skilled Stylist - after 10 years
Specific Skilled Stylist - after 10 years Specific Skilled Stylist - doing only one of the following: Braiding, Specific Skilled Stylist - doing only one of the following: Braiding. 2066 Operator - after 10 years
2072 Operator - after 10 years
2070 Operator - after 5 years
2070 Operator - Authit skilled - after 5 years
2076 Operator - Multi skilled - after 5 years
2076 Operator - Multi skilled - after 10 years
3042 Receptionist - Haindressing salon
2082 Receptionist - Haindressing salon - after 5 years
2086 Receptionist - Haindressing salon - after 10 years
3048 Receptionist - Haindressing salon - after 10 years
3048 Somatologist 8 Techt - 4 years
3048 Somatologist 8 Techt - 4 years 1004 Platting, Cutting after 10 years 2089 Working Employer (in Salon with Staff) NOTES Work Code Desc 1002 Platting, Cutting after 5 years 3054 Somatologist - B Tech Laser 3087 Massage Therapist 2067 Operator - Trainee 1000 Platting, Cutting Work Code

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 HOURE I years for that considering an analysis of the state o
	An employee who works 1 or 2 or 3 or 4 days per week
PART TIME EMPLOYEE	Remuneration / Basic Salary / Wages shalf be calculated at the prescribed HOURLY rate for that category of emolnument
	Should the Council not receive the lower calculated salary from the Employer (Saron owner), then the calary of the fault Time salary of the fault Time salary of the fault Time salary from the calary of the fault Time salary from the f
	If received, then the deductions will be changed accordingly to the lower amount for the arrival amounts of during position for the Los Cal
WORKING EMPLOYERS	Contributions for a Working Employer (Work Code 2089), is voluntary for 50f from a language annual contrapa worked and not the full amount of
	17.00 L (20.1) L (20.
PENSION FUND	Persion Fund Contributions to be paid by all Frankouses will his fix of the Basis Calana at the Cala
DAILY RATE CALCULATION	Basic Salary / Wase divided by 4.333 duided by 45.333 duid
	The state of the s

be 6% of the Basic Salary of the Employe

ategory will app f days worked.

> Approved: Chairperson: P Matjebe Date: 01 June 2023

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ANNEXURE "H15"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE.
WORKING 45 HOURS

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Approved: Chairperson: P Matjebe Date: 01 June 2023

ANNEXURE "H16"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE (EXCLUDING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE)

EOHCB Subscriptions See Annexure C
Bargaining Levy See Annexure C

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Approved: Chairperson: P Matjebe Date: 01 June 2023

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ANNEXURE "H16"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE (EXCLUDING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE)

EOHCB Subscriptions See Annexure C Bargaining Levy See Annexure C

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Chairperson: P Matjebe Date: 01 June 2023 Approved:

SPF = Sick Pay Fund

ANNEXURE "H16"

2023 National SPF Employee based on Minimum Wage REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE (EXCLUDING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE) Jalon Members: Union Fee equates to R 148,00 per month per member. For members who join UASA after the age of 60, the Union Fee equates to R 121.00 per month per member (Excluding the funeral benefit) 2023 National SPF Employer based on Minimum Wage 2023 National Pension Fund (EE) -Contributing Wage 2023 National Pension 2 Fund (ER) - Contributing Wage * BC Fee EE - Salon 2 Reg after Nov17 - 1.3% of Contributing Wage * 9C Fee ER - Salon Reg after Nov17 - 1.3% for of Contributing Wage 2023 Union Fee 2023 Hourly Rate - 45h/Per week 2023 Weekly Rate earners to also include any apprentices Jun 2023 Minimum Wage - for SPF Calc 2 Jun 2023 Salary -Contribution Wage-Pension Fund and Council Fees EOHCB Subscriptions | See Annexure C Bargaining Levy | See Annexure C Work Code Description Work

Man-Union Members: Non-Union members pays an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits.

UNION FEE / AGENCY FEE

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Approved: Chairperson: P Matjebe Date: 01 June 2023

ANNEXURE "I"

RULES OF SICK PAY FUND

1. Introduction

- 1.1 The National Bargaining Council for Hairdressing, Cosmetology, Beauty and Skincare Industry ("the Bargaining Council") is a Bargaining Council duly established as such in accordance with the provisions of section 27 of the Labour Relations Act, Act 66 of 1995, as amended ("the Act").
- 1.2 In accordance with the provisions of section 28(1)(g) of the Act, the Bargaining Council has the power to establish and administer funds for the benefit of one or more of the parties to the Bargaining Council or their members.
- 1.3 The SPF is a fund that is being administered by the Bargaining Council.
- 1.4 Definitions as contained in the collective agreement of the Bargaining Council shall mutatis mutandis apply herein.

2. Name

2.1 The name of the Fund is the National Sick Pay Fund for Hairdressing, Cosmetology, Beauty and Skincare ("the SPF").

3. Management

3.1 The SPF will be managed by a Management Committee ("the Management Committee") established by the Board of the Bargaining Council ("the Board"), in accordance with the provisions of these rules.

4. Membership

- 4.1 Employees, in the Hairdressing, Cosmetology, Beauty and Skincare Industry ("the Industry") shall be members of the SPF. Working employers and Legal owners (insofar as a Legal owner is a natural person) may be members of the SPF ("the members").
- 4.2 Membership to the SPF shall be:-
 - **4.2.1.** voluntary for the Employees that resort under the Pretoria and Cape Peninsula regions of the Bargaining Council, up to and including the 31st of December 2016;
 - **4.2.2.** compulsory for all Employees that resort under the Semi-National and KwaZulu-Natal regions of the Bargaining Council as from the 1st of January 2016:
 - 4.2.3. compulsory for all Employees as from the 1st of January 2017.
- 4.3 A member will register with the SPF by submitting a duly completed application for membership in the prescribed form to the SPF recording, amongst others, the member's personal details.

5. Claiming against the SPF

- **5.1.** For purposes of instituting a claim against the SPF and elsewhere in these rules "basic salary" or "wage" shall mean the basic salary or wage on which the member's contribution to the SPF is calculated <u>and</u> paid in accordance with the provisions of paragraph 7 below.
- 5.2 A claim may be instituted by a member against the SPF for payment of the basic salary or wage in respect of such member for a period of time that a member is

absent from work due to any medical condition, examination or procedure, for which a member has proof of absence for a day or more ("the payment period").

- 5.3 For purposes of this clause 5.3 a distinction is made between the minimum basic salary or wage as recorded in the collective agreement of the Bargaining Council ("the minimum") and the basic salary or wage that is actually paid to the member ("the actual basic salary or wage"). Should a member's contribution be calculated and paid on the actual Basic salary or Wage, the member shall be entitled to claim the actual Basic salary or Wage for the payment period, subject to the member's contribution on the actual Basic salary or Wage having been paid to the SPF on at least 3 (three) consecutive occasions, immediately prior to the claim being instituted. Should a claim be instituted during the 3-month waiting period, the claim will be paid on either the minimum or the actual Basic salary or Wage on which the member contributed prior to the 3-month waiting period, as the case may be.
- **5.4.** The payment period shall be limited to:
 - 5.4.1. 33 (thirty three) days in a 3 (three) year cycle for being absent from the workplace for any period of time less than 6 (six) days ("the six day period"); and
 - **5.4.2.** 33 (thirty three) days in a 3 (three) year cycle for being absent from the workplace for a continued period of 7 (seven) days and more ("the seven day period").

("the payment cycle").

- 5.5. The following shall apply to the payment cycle:
 - **5.5.1.** a member shall not be able to transfer any days from the six-day period to the seven day period or *vice versa*;

- **5.5.2.** a member may claim against the SPF during any part of the payment cycle, limited to the number of days set forth in clause 5.3 above.
- 5.6 A member will only be able to institute a claim against the SPF during the payment period, if:-
 - **5.6.1**. except as provided in clause 5.6.2, the member is in possession of a medical certificate issued by a registered medical practitioner, a registered nurse or registered traditional healer ("the practitioner"), clearly stating: -
 - **5.6.1.1**. the name, address and capacity of the practitioner issuing the medical certificate;
 - **5.6.1.2.** the date upon which the member consulted with the practitioner;
 - **5.6.1.3**. the period that the member will be absent from work due to the illness.
 - 5.6.2 Notwithstanding the provisions of clause 5.6.1, an Employer may approve the first day (one day) of an Employee's absence on sick leave without the requirement for a medical certificate for that day. A medical certificate will still be required for two or more days of absence due to any medical condition, examination, or procedure.
- 5.7. The SPF may, if necessary, communicate with and call on the practitioner to amplify or clarify any aspect mentioned on the medical certificate or, in its sole and absolute discretion, refer the member to a practitioner of its own choice and at its own costs, to verify the medical condition, examination or medical procedure, or duration thereof, mentioned on the medical certificate. No claim shall be paid until such time that the SPF has finalised its own investigation as envisaged in this clause, should it elect to do so.
- 5.8 A claim against the SPF shall be calculated on the basis of the lesser of:-

- **5.8.1.** the duration for which the member is absent from work due to any medical condition, examination or procedure; or
- **5.8.2.** the duration that the member may be absent from work due to any medical condition, examination or procedure, as indicated on the medical certificate.
- **5.9.** Notwithstanding anything contained in these rules to the contrary, the Bargaining Council, in its sole and absolute discretion may refuse or repudiate any claim made by a member against the SPF.
- 5.10 The provisions of this clause 5.10, shall apply to any virus or illness that has been declared either an epidemic or pandemic by the World Health Organisation or a similar authority, having the authority to do so ("the virus"). Notwithstanding anything to the contrary contained in these rules, the provisions of this clause 5.10 shall only apply in respect of a claim that is instituted as a result of the virus ("a virus claim"), being:
 - **5.10.1** a virus claim shall be limited to the following payment period, being:
 - **5.10.1.1** (ten) days in respect of the 6-day payment period, as contemplated in clause 5.4.1 above; and
 - **5.10.1.2** 23 (twenty-three) days in respect of the 7-day payment period, as contemplated in clause 5.4.2 above.
 - 5.10.2 the 10 (ten) days forming part of the 6-day period and the 23 (twenty-three) days forming part of the 7-day period, will be included in the number of days recorded in respectively clauses 5.4.1 and 5.4.2 above and shall not be additional thereto;
 - **5.10.3** the provisions of clauses 5.6 and 5.7 will apply *mutatis mutandis* in respect of a virus claim;

- 5.10.4 the following calculation will be used in order to determine the payment period in respect of a virus claim, being:
 - 5.10.4.1 in respect of the 6-day period: the remaining days available to the member within the payment cycle x 10 (ten) days, divided by 33 days; and
 - 5.10.4.2 in respect of the 7-day period: the remaining days available to the member within the payment cycle x 23 (twenty-three) days, divided by 33 days.
- 5.10.5 a virus claim shall be limited to the number of days indicated on the medical certificate submitted and further subject to the provisions of clauses 5.10.1, 5.10.2 and 5.10.4 above; and
- **5.10.6** nothing contained in this clause 5.10 shall limit a member's right to claim any shortfall, not paid by the SPF relating to a virus claim, from the Unemployment Insurance Fund (if applicable).

6. Benefits

- 6.1. Any Medical Condition, Examination or Procedure
 - **6.1.1.** A member may claim the basic salary or wage from the SPF for the period absent from work due to any medical condition, examination or procedure, within the payment period.

6.2. Maternity benefit

- **6.2.1**. Female members of the SPF may institute a claim against the SPF for a maternity benefit which will be limited to: -
 - **6.2.1.1.** 30% (thirty percent) of the monthly basic salary or wage of a female member;

- 6.2.1.2. a period of 4 (four) months;
- 6.2.1.3. no more than 4 (four) children.
- 6.2 2. the following provision shall apply to a claim in respect of a maternity benefit:
 - **6.2.2.1** the female member shall only be entitled to claim the maternity benefit upon the child being born;
 - **6.2.2.2** the full maternity benefit will be paid by means of a once-off payment, calculated in accordance with the provisions of clause 6.2.1;
 - 6.2.2.3. should a child be stillborn, the 4 (four) month period as envisaged in clause 6.2.1.2 above will be limited to 2 (two) months, unless the Bargaining Council is favoured with a written motivation by a Psychologist or a Medical Practitioner justifying an increased period of absence, in which event the Bargaining Council may, in its sole and absolute discretion, increase the period, which period will not exceed the 4 (four) months. For purposes of this clause 6.2.2.3 "stillborn" is defined as a child that is delivered after 24 (twenty-four) weeks and weighs less than 500 (five hundred) grams.
 - 6.2.2.4 nothing contained in these rules shall be construed as to limit any female member claiming a maternity benefit, from not being able to also claim a maternity or other benefit during the payment period, from any other source, whatsoever.
 - 6.2.2.5 a female member may only claim against the SPF for a maternity benefit after being a contributing member thereto for a continuous period of 12 (twelve) months i.e. if the child is born after the 12 (twelve) month period.

7. Contributions to SPF

- 7.1. The following contributions shall be made to the SPF:
 - **7.1.1.** Employer: an Employer that employs a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the Employee's monthly basic salary or wage, to the SPF ("the Employer's contribution")
 - **7.1.2.** Employee: an Employee who is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the applicable Basic salary or wages, to the SPF ("the Employee's contribution");
 - 7.1.3. Working Employer: a Working Employer that is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the monthly Basic salary or wage of a qualified stylist, which shall be determined by the Basic salary or wage of the area in which the Working Employer operates an Establishment ("the Working Employer's contribution");
 - 7.1.4. a Legal Owner that is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the Basic salary or wage of a qualified stylist, which shall be determined by the Basic salary or wage of a Qualified Stylist in the area in which the Working Employer operates an Establishment ("the Legal Owner contribution").
- **7.2.** The Contribution recorded in clause 7.1 above, shall be due and payable to the SPF, on a monthly basis.

7.3. An Employer, Working Employer and Legal owner, as the case may be, shall by no later than the seventh day of the month following the month in respect of which the payment is due, pay to the Bargaining Council the Employer's contribution, Employee's contribution, Working Employer's contribution or Legal Owner's contribution.

8. Procedure to institute claim against SPF

- **8.1.** Any claim against the SPF shall be submitted by no later than 90 (ninety) days after the date upon which any medical condition, examination or procedure occurs.
- **8.2.** The Bargaining Council, in its sole and absolute discretion, may grant condonation for a claim being institute outside the period stated in clause 8.1 above.
- 8.3. A claim against the SPF shall be submitted in the following manner and form:-
 - 8.3.1. on the claim form attached to these rules, duly completed;
 - 8.3.2. be accompanied by:
 - **8.3.2.1**. the original or certified copy of the medical certificate and bank account statement;
 - **8.3.2.2.** a certified copy of the member's identity document, only id no copy of the identity document is available on the Council's system;
 - **8.3.2.3.** written confirmation of the Employer, Working Employer or Legal Owner, stating the period of absence;
 - 8.3.2.4. salary advice slip / payslip indicating both the member's gross and nett salary and proof that the contributions to the SPF have been deducted;

- **8.3.2.5**. a birth certificate of the child born in the event of a female member claiming a maternity benefit.
- **8.4.** The claim form duly completed together with the supporting documents recorded in the clause 8.3 above, shall be submitted to the SPF by hand, e-mail, facsimile or registered mail.
- 8.5. In the event of a member claiming for the SPF on more than one occasion in any calendar year, the documents to be submitted by the member shall be limited to the duly completed claim form and the original or certified copy of the medical certificate.
- 8.6. Any claim instituted against the SPF which:-
 - 8.6.1. is submitted on a claim form which is not duly completed or is illegible;
 - **8.6.2**. is not accompanied by any of the aforesaid supporting documentation;
 - **8.6.3.** the medical certificate or any part thereof is blank or illegible will not be processed.
- 8.7. The SPF will execute its best endeavours to make payment to the member in respect of a claim instituted, within 30 (thirty) days of the claim being submitted, or the date upon which the member has fully complied with the requirements set forth in clause 8.3 above, whichever is the latter.

9. Compliance with collective agreement

9.1. No claim against the SPF will be entertained if an Employer is in arrears in respect of any of the Employer's contribution or member's contribution to the SPF. Should an Employer be in arrears with contributions to the SPF, a member's remedy for payment shall lie in a referral of a dispute to the Bargaining Council, based on the Employer's non-compliance with the provisions of the collective agreement which incorporates these rules.

- 9.2. The SPF, in its sole and absolute discretion may, notwithstanding a member being in arrears elect to entertain a claim instituted against the SPF, in which event the SPF may apply set off against any amount due and owing by the member to the SPF against an approved claim paid by the SPF to the member.
- 9.3. Should application be made by any person to be exempt from the provisions of the collective agreement or these rules, the exemption will only apply as from the date upon which the Exemption Board hands down its decision to grant exemption.

10. Special provisions relating to membership

10.1. Should a Working Employer or a Legal Owner become a member of the SPF at any time prior to the 1st of January 2017, a 8 (eight) month waiting period will be applicable i.e. the SPF will not entertain any claim instituted by a Working Employer or a Legal Owner against the SPF within a period of 8 (eight) months after becoming a member and any claim instituted thereafter up and to including the 31st of December 2016, will be paid out pro-rata to the number of months that the Working Employer or Legal Owner has been a member of the SPF.

11. Administration

- **11.1**. The Management Committee will be appointed by the Board at the Board's Annual General Meeting ("AGM").
- 11.2. The Management Committee shall consist of the Chairperson and Vice-chairperson of the Board, 2 (two) Representatives nominated by the Employer party to the Bargaining Council and 2 (two) Representatives, nominated by the Employee party to the Bargaining Council and the Chief Executive Officer of the Bargaining Council. The Chief Executive Officer (Ex-Officio member) of the Bargaining Council shall have no voting powers on the Management Committee.

- **11.3**. Each of the parties to the Council shall appoint, for the Chairperson, Vice-chairperson positions and Representatives alternates, from the pool of alternatives, nominated by the parties to the Council Board.
- 11.4. The Management committee shall appoint from among them, a Chairperson and Vice-chairperson, which may differ from the Chairperson and Vice-chairperson of the Board. The term of office of the Chairperson, Vice-chairperson and Representatives (and their Alternates) serving on the Management Committee shall be the same term as the Chairperson and Vice-chairperson appointment to the Board and shall terminate upon such date that the Chairperson and Vice-chairperson's appointment to the Board, terminates.
- **11.5.** The Chairperson, Vice-chairperson or a Representative of the Management Committee may resign as such by furnishing the Board with 30 (thirty) calendar days of his / her intention to do so.
- 11.6. The Chairperson, Vice-chairperson or a Representative of the Management Committee's appointment as such may be terminated by a decision of the Board. Should the Chairperson's appointment be terminated in terms of this clause 11.6, the Vice-chairperson shall take over the responsibilities of the Chairperson for the remainder of the term set-forth in clause 11.4 above. In such event the representatives to the Management Committee shall appoint a new Vice-chairperson from amongst them for the remainder of such term.
- 11.7. In the event of a Representative of the Management Committee resigning or his / her appointment as such being terminated, the Representative's, Alternate will replace the person so resigning or appointment being terminated, to the Management Committee.
- 11.8. All resolutions by the Management Committee shall be passed with a majority vote.
- 11.9. The Bargaining Council will consider and authorise claims instituted by members against the SPF.

- **11.10**. The Management Committee, mandated by the parties to the Bargaining Council, shall have the power to make and alter rules governing the SPF
- **11.11.** Any disputes emanating from the Bargaining Council refusing, repudiating or partly refusing or partly repudiating any claim instituted against the SPF by a member or any dispute as to the interpretation, meaning, intention or provisions of these rules shall be resolved as follows:-
 - 11.11.1. a person aggrieved by the decision of the Bargaining Council may lodge an appeal to the Management Committee; (as per the prescribed Appeal Form)
 - 11.11.2. all appeals shall be lodged within 14 (fourteen) days as from the date upon which the Bargaining Council's decision has been made available and shall be heard by the Management Committee within 120 (hundred and twenty) days of being lodged.
 - 11.11.3. any appeal shall be in writing and shall contain the following:-
 - 11.11.3.1. grounds of appeal;
 - **11.11.3.2**. all supporting documentation which will be used in support of the appeal;
 - **11.11.3.3.** any other relevant information or documentation that may assist the Management Committee to arrive at a conclusion.
 - 11.11.4. an appeal, in the sole and absolute discretion of the Management Committee, may be amplified by oral argument;
 - 11.11.5. The Management Committee's finding on appeal shall be in writing and shall be made available to the person lodging such appeal within 14 (fourteen) days from such appeal being heard. The Management Committee's finding on appeal shall be final and binding.

- 11.12. All expenses incurred in connection with the administration of the SPF shall be a charge against the SPF. The Management Committee shall have the power to appoint committees or sub-committees to delegate to such sub-committees such powers as are not inconsistent with the collective agreement or these rules.
- 11.13. The Management Committee may cause to:-
 - 11.13.1. open a bank account/s for retaining members contributions;
 - 11.13.2. invest funds of the SPF not immediately required to meet any claims or charges from time to time which includes, but will not be limited to, investing in immovable property;
 - **11.13.3.** from time to time borrow and/or obtain an overdraft from any bank or financial institution for such sum of money required for purposes of meeting its obligations as envisaged in these rules.
- **11.14**. The Management Committee's powers as set forth in clause 11.13 above shall be limited to the extent that only the Board may elect:
 - 11.14.1. at which financial institutions a bank account/s may be opened;
 - 11.14.2. by which broker and where funds of the SPF may be invested.
- 11.15. The Council Board shall appoint the auditors to audit the books of account and financial statements of the SPF, annually. The audited financial records of the SPF shall be presented to, considered and approved by the Board at its AGM, where after it will be signed off by the Chairperson of the Management Committee. The Chairperson of the Management Committee shall in his / her Chairperson's report address the AGM on the activities of the SPF. The audited financial records of the SPF shall be open for inspection to any member of the SPF during office hours at the Bargaining Council's head office as indicated in the collective agreement.

- **11.16.** A member shall be entitled to copies of the financial records after the inspection thereof against first paying a photocopying charge levied by the Bargaining Council, in its sole and absolute discretion.
- 11.17. The Management Committee may, from time to time as and when necessary instruct actuaries to attend to actuarial calculations for purposes of ensuring that the SPF has sufficient funds to meet its obligations and to ensure sustainability. The expense relating to the appointment of the actuaries shall be borne by the SPF.
- **11.18**. The SPF shall have the legal capacity to enter into any agreement and to sue or to be sued in its own name.
- **11.19.** Any profits or losses incurred in the day-to-day activities of the SPF or the realisation of any investment shall be borne by the SPF.
- 11.20. The Management Committee shall meet at least on 3 (three) occasions per calendar year, which meetings shall take place at least 2 (two) months prior to Board meetings scheduled for that calendar year, so as to enable the Chairperson to report on the activities and financial status of the SPF, during Board meetings.
- 11.21. The Management Committee shall ensure that the SPF, at all material times, has sufficient funds to settle any claims that may arise in the ensuing 4 (four) calendar months, predicated on the historical claims that arose in the same time period i.e the same 4 (four) calendar months, in the previous calendar year, plus 10% (ten percent).

12. Liquidation and dissolving of SPF

- **12.1**. The SPF will continue *ad infinitum* until liquidated or dissolved by virtue of a resolution of the Board.
- **12.2.** In the event of the Board resolving to liquidate or dissolve the SPF, the funds retained in the SPF after settlement of any administration and liquidation expenses, shall be

paid in equal shares to the Employer party/ies and Employee/s party/ies to the Bargaining Council.

- 12.3. In the event of the Bargaining Council being wound up or dissolved, the Board shall, on the date upon which the Bargaining Council is being wound up or dissolved, appoint 3 persons nominated by the Employer party/ies to the Bargaining Council and 3 persons appointed by the Employee party/ies to the Bargaining Council, as trustees of the SPF ("the trustees").
- **12.4.** The Trustees shall liquidate or dissolve the SPF in which event the funds of the SPF shall be paid in equal shares to the Employer party/s and Employee/s party/ies to the Bargaining Council.

13. Indemnity

13.1. The members of the Board, Management Committee or any person and/or entity employed by the Management Committee, shall not be liable for any actions taken by and/or debt and/or liability of the SPF and are hereby indemnified by the SPF against any losses and/or expenses incurred by it as a result of or arising from the bona fide execution of their duties as such.

THESE AMENDED RULES WILL BE IN FORCE AND EFFECT AS FROM 1 June 2023.