Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 10770** *Regulasiekoerant*

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PART 1 OF 3

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Contents

No.		Gazette No.	Page No.
	GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS		
Labour, Department of/ Arbeid, Departement van			
R. 1121	Labour Relations Act, 1995: National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry: Cancellation of Government Notice	41187	11
R. 1122	Labour Relations Act (66/1995): National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skin Care Industry	41187	12

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2017

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

- **29 December,** Thursday, for the issue of Friday **06 January 2017**
- **06 January,** Friday, for the issue of Friday **13 January 2017**
- **13 January,** Friday, for the issue of Friday **20 January 2017**
- **20 January,** Friday, for the issue of Friday **27 January 2017**
- **27 January,** Friday, for the issue of Friday **03 February 2017**
- **03 February,** Friday, for the issue of Friday **10 February 2017**
- **10 February,** Friday, for the issue of Friday **17 February 2017**
- **17 February,** Friday, for the issue of Friday **24 February 2017**
- **24 February,** Friday, for the issue of Friday **03 March 2017**
- **03 March,** Friday, for the issue of Friday **10 March 2017**
- **10 March,** Friday, for the issue of Friday **17 March 2017**
- **16 March,** Thursday, for the issue of Friday **24 March 2017**
- **24 March,** Friday, for the issue of Friday **31 March 2017**
- **31 March,** Friday, for the issue of Friday **07 April 2017**
- **06 April,** Thursday, for the issue of Thursday **13 April 2017**
- **12 April,** Wednesday, for the issue of Friday **21 April 2017**
- **20 April,** Thursday, for the issue of Friday **28 April 2017**
- **26 April,** Wednesday, for the issue of Friday **05 May 2017**
- **05 May,** Friday, for the issue of Friday **12 May 2017**
- **12 May,** Friday, for the issue of Friday **19 May 2017**
- **19 May,** Friday, for the issue of Friday **26 May 2017**
- **26 May,** Friday, for the issue of Friday **02 June 2017**
- **02 June,** Friday, for the issue of Friday **09 June 2017**
- **08 June,** Thursday, for the issue of Thursday **15 June 2017**
- **15 June,** Thursday, for the issue of Friday **23 June 2017**
- **23 June,** Friday, for the issue of Friday **30 June 2017**
- **30 June,** Friday, for the issue of Friday **07 July 2017**
- **07 July,** Friday, for the issue of Friday **14 July 2017**
- **14 July,** Friday, for the issue of Friday **21 July 2017**
- **21 July,** Friday, for the issue of Friday **28 July 2017**
- **28 July,** Friday, for the issue of Friday **04 August 2017**
- **03 August,** Thursday, for the issue of Friday **11 August 2017**
- **11 August,** Friday, for the issue of Friday **18 August 2017**
- **18 August,** Friday, for the issue of Friday **25 August 2017**
- **25 August,** Friday, for the issue of Friday **01 September 2017**
- **01 September,** Friday, for the issue of Friday **08 September 2017**
- **08 September,** Friday, for the issue of Friday **15 September 2017**
- **15 September,** Friday, for the issue of Friday **22 September 2017**
- **21 September,** Thursday, for the issue of Friday **29 September 2017**
- **29 September,** Friday, for the issue of Friday **06 October 2017**
- **06 October,** Friday, for the issue of Friday **13 October 2017**
- **13 October,** Friday, for the issue of Friday **20 October 2017**
- **20 October,** Friday, for the issue of Friday **27 October 2017**
- **27 October,** Friday, for the issue of Friday **03 November 2017**
- **03 November,** Friday, for the issue of Friday **10 November 2017**
- **10 November,** Friday, for the issue of Friday **17 November 2017**
- **17 November,** Friday, for the issue of Friday **24 November 2017**
- **24 November,** Friday, for the issue of Friday **01 December 2017**
- **01 December,** Friday, for the issue of Friday **08 December 2017**
- **08 December,** Friday, for the issue of Friday **15 December 2017**
- **15 December,** Friday, for the issue of Friday **22 December 2017**
- **20 December,** Wednesday, for the issue of Friday **29 December 2017**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	**Page Space**	**New Price (R)**
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.
The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Extraordinary Gazettes

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

Notice Submission Process

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

   8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

   8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

   8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

   8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice . *(Please see Quotation section below for further details)*

   8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

   8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

   8.1.5. Any additional notice information if applicable.

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Copy (Separate Notice Content Document)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Cancellations

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

Amendments to notices

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

Rejections

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

Government Printer Indemnified Against Liability

27. The Government Printer will assume no liability in respect of—

    27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

    27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

    27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

Liability of advertiser

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

Customer inquiries

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s).

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions: **E-mail:** submit.egazette@gpw.gov.za

For queries and quotations, contact: Gazette Contact Centre: **E-mail:** info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka: **E-mail:** subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. R. 1121 **20 OCTOBER 2017**

LABOUR RELATIONS ACT, 1995

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

CANCELLATION OF GOVERNMENT NOTICE

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R.1462 of 2 December 2016 with effect from the second Monday after the date of publication of this notice.

.....

M N OLIPHANT, MP
MINISTER OF LABOUR
DATE: 10/10/2017.....

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

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

UKUHOXISWA KWESAZISO SIKAHULUMENI

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esinguNombolo R.1462 womhlaka 2 kuZibandlela 2016 kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.

.....

M N OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI
DATE: 10/10/2017.....

DEPARTMENT OF LABOUR

NO. R. 1122 **20 OCTOBER 2017**

LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the 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 date of publication of this notice and for the period ending 31 December 2018.

.....

M N OLIPHANT, MP

MINISTER OF LABOUR

DATE: 10/10/2017

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995

NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING, COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY: UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIHLANGANISAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kuSheduli yesiNgisi exhunywe lapha, esenziwa kwi **National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry,** futhi ngokwesigaba 31 somthetho wobudlelwano kwezabasebenzi ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuZibandlela 2018.

.....

M N OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

DATE: 10/10/2017

MAIN COLLECTIVE AGREEMENT

OF THE

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

TABLE OF CONTENTS

NO:	DOCUMENT:	PAGE:
1.	Scope of application	1 – 4
2.	Period of operation	4
3.	Industrial action	4
4.	Definitions	4 – 22
5.	Registration of an establishment	22 – 23
6.	Application for registration of establishment	23 – 24
7.	Relationship between employer, employee and council	24 – 26
8.	Keeping of records by an employer	26 – 28
9.	Administration and enforcement of this agreement	28 – 31
10.	Enforcement of collective agreements	31 – 34
11.	Designated agents	34
12.	Cooperation with designated agents	35
13.	Procedure for disputes, including pre-dismissal arbitration	35 – 36
14.	Strikes and lock-outs	36 – 37
15.	Expenses of the council and subscriptions to the employers' organisation and the trade union	37 – 39
16.	Employers' organisations: Membership fee	39 – 40
17.	Trade union: Membership fees	40 – 42
18.	Exemptions	42 – 46

19.	Payment, calculation of basic salary or wage and authorised deductions	46 – 51
20.	Short time	51 – 52
21.	Leave	52 – 53
22.	Personal Service Commission *("PSC")*	53 – 55
23.	Termination of service	55 – 57
24.	Certificate of service	57
25.	Prohibition of private work	57 – 58
26.	Provision of equipment	58 – 60
27.	Uniform and protective clothing	60
28.	Learnership and student contracts	60 – 61
29.	Pension fund	61 – 63
30.	Indemnity	63
31.	Commission agreement	63
32.	Hours of work	63 – 64
33.	Meal interval	64
34.	Overtime	64
35.	Public holidays	64
36.	Sick pay	64
37.	Severance of retrenchment pay	64
38.	Medical aid scheme and medical insurance plan	64
39.	Beauty and Skincare	64 – 65
	AREA A	
1.	Scope of application of the agreement	65
2.	Period of operation	65

3.	Industrial action	65
4.	Definitions	65-67
5.	Registration of an establishment	67
6.	Application for registration of establishment	67
7.	Relationship between employer, employee and council	67
8.	Keeping of records by an employer	68
9.	Administration and enforcement of this agreement	68
10.	Enforcement of collective agreements	68
11.	Designated agents	68
12.	Cooperation with designated agents	68
13.	Procedure for disputes, including pre-dismissal arbitrations	68
14.	Strikes and lock-outs	68
15.	Expenses of the council and subscriptions to the employer organisation and union	68-69
16.	Employer organisation: Membership fees	69
17.	Trade union: Membership fees	69
18.	Exemptions	69
19.	Payment, calculation of basic salary or wage and authorised deductions	69 – 71
20.	Short-time	71
21.	Leave	71 – 75
22.	Personal Service Commission *("PSC")*	75
23.	Termination of service	75
24.	Certificate of service	75
25.	Prohibition of private work	75

26.	Provision of equipment	75 – 76
27.	Uniform and protective clothing	76
28.	Learnership and student contracts	76
29.	Pension fund	76
30.	Indemnity	76
31.	Commission agreements	76 – 77
32.	Hours of work	77 – 78
33.	Meal interval	78
34.	Overtime	79
35.	Public holidays	79 – 80
36.	Sick pay	80
37.	Severance of retrenchment pay	80 – 81
38.	Medical aid scheme and medical insurance plan	81
	AREA B	
1.	Scope of application of the agreement	81
2.	Period of operation	81
3.	Industrial action	81 – 82
4.	Definitions	82
5.	Registration of an establishment	82
6.	Application for registration of establishment	82
7.	Relationship between employer, employee and council	82
8.	Keeping of records by an employer	82
9.	Administration and enforcement of this agreement	83
10.	Enforcement of collective agreements	83
11.	Designated agents	83

12.	Co-operation with designated agents	83
13.	Procedure for disputes, including pre-dismissal arbitrations	83
14.	Strikes and lock-outs	83
15.	Expenses of the council and subscriptions to the employer organisation and union	83
16.	Employer organisation: Membership fees and Bargaining levies	83
17.	Trade union: Membership fees and agency fees	83 – 84
18.	Exemptions	84
19.	Payment, calculation of basic salary or wage and authorised deductions	84 – 85
20.	Short-time	85 – 86
21.	Leave	86 – 89
22.	Personal Service Commission *("PSC")*	89
23.	Termination of service	89
24	Certificate of service	89
25.	Prohibition of private work	89
26.	Provision of equipment	89
27.	Uniforms and protective clothing	89 – 90
28.	Learnership and student contracts	90
29.	Pension fund	0
30.	Indemnity	90
31.	Commission agreements	90
32.	Hours of work	90 – 91
33.	Meal interval	91
34.	Overtime	91 – 93

35.	Public holidays	93
36.	Sick pay	94
37.	Severance or retrenchment pay	9
38.	Medical aid scheme and medical insurance plan	94
	AREA C	
1.	Scope of application of the agreement	94
2.	Period of operation	94 – 95
3.	Industrial action	95
4.	Definitions	95 – 96
5.	Registration of an establishment	96
6.	Application for registration of establishment	96
7.	Relationship between employer, employee and council	96
8.	Keeping of records by an employer	96
9.	Administration and enforcement of this agreement	96
10.	Enforcement of collective agreements	96
11.	Designated agents	96 – 97
12.	Co-operation with designated agents	97
13.	Procedure for disputes, including pre-dismissal arbitrations	97
14.	Strikes and lock-outs	97
15.	Expenses of the council and subscriptions to the employer organisation and union	97
16.	Employer organisation: Membership fee	97
17.	Trade union: Membership fees	97
18.	Exemptions	97
19.	Payment, calculation of basic salary or wage and authorised	

	deductions	97 – 98
20.	Short-time	98
21.	Leave	98 – 100
22.	Personal Service Commission *("PSC")*	100 – 101
23.	Termination of service	101
24.	Certificate of service	101
25.	Prohibition of private work	101
26.	Provision of equipment	101
27.	Uniforms and protective clothing	101
28.	Learnership and student contracts	101
29.	Pension fund	101
30.	Indemnity	101
31.	Commission agreement	101 – 102
32.	Hours of work	102 – 103
33.	Meal interval	103
34.	Overtime	103 – 104
35.	Public holidays	105
36.	Sick benefit fund	105 – 108
37.	Severance pay or retrenchment	108 – 109
38.	Medical aid scheme and medical insurance plan	109
	AREA D	
1.	Scope of application of the agreement	109
2.	Period of operation	109
3.	Industrial action	109
4.	Definitions	109 – 110

5.	Registration of an establishment	110
6.	Application for registration of establishment	110
7.	Relationship between employer, employee and council	110
8.	Keeping of records by an employer	110
9.	Administration and enforcement of this agreement	110
10.	Enforcement of collective agreements	110
11.	Designated agents	110 – 111
12.	Co-operation with designated agents	111
13.	Procedure for disputes, including pre-dismissal arbitrations	111
14.	Strikes and lock-outs	111
15.	Expenses of the council and subscriptions to the employer organisation and union	111
16.	Employer organisation: Membership fee	111
17.	Trade union: Membership fees	111
18.	Exemptions	111
19.	Payment, calculation of basic salary or wage and authorised deductions	111 – 112
20.	Short-time	112
21.	Leave	112 – 115
22.	Personal Service Commission *("PSC")*	115
23.	Termination of service	115
24.	Certificate of service	115
25.	Prohibition of private work	115
26.	Provision of equipment	115
27.	Uniforms and protective clothing	115

28.	Learnership and student contracts	116
29.	Pension fund	116
30.	Indemnity	116
31.	Commission agreement	116-117
32.	Hours of work	117
33.	Meal interval	117
34.	Overtime	117 – 120
35.	Public holidays	120 – 121
36.	Sick benefit fund	121 – 131
37.	Severance or retrenchment pay	131 – 132
38.	Medical aid scheme and medical insurance plan	132 – 133

ANNEXURES

Annexure "**A**": Application for registration of an establishment by legal owner / employer / rent – a – chair.

Annexure "**B**": Application for registration of employee.

Annexure "**C**": Schedule of EOHCB fees.

Annexure "**D**": Application for exemption.

Annexure "**E**": Calculation of PSC.

Annexure "**F**": Certificate of service.

Annexure "**G**". Learnership / student contracts.

Annexure "**H1**": Remuneration / basic salary / wage and contribution schedule in respect of province of Gauteng, excluding magisterial districts of Alberton, Pretoria, Wonderboom, Bronkhortspruit (Kungwini) and Cullinan.

Annexure "**H2**". Remuneration / basic salary / wage and contribution schedule in respect of East London, Port Alfred and all of the magisterial districts of the Eastern Cape Province (excluding Port Elizabeth, Uitenhage and Humansdorp).

Annexure "**H3**". Remuneration / basic salary / wage and contribution schedule in respect of Kimberly and all other magisterial districts of the Northern Cape

Annexure "**H4**". Remuneration / basic salary / wage and contribution schedule in respect of Port Elizabeth, Uitenhage and Humansdorp.

Annexure "**H5**". Remuneration / basic salary / wage and contribution schedule in respect of the magisterial districts of Alberton.

Annexure "**H6**". Remuneration / basic salary / wage and contribution schedule in respect of the entire Western Cape Province.

Annexure "**H7**". Remuneration / basic salary / wage and contribution schedule in respect of the province of the Free State.

Annexure "**H8**". Remuneration / basic salary / wage and contribution schedule in respect of the North-West province.

Annexure "**H9**". Remuneration / basic salary / wage and contribution schedule in respect of respect of the entire Kwa-Zulu Natal Province.

Annexure "**H10**". Remuneration / basic salary / wage and contribution schedule in respect of the magisterial districts for Pretoria and Wonderboom (40 hours).

Annexure "**H11**". Remuneration / basic salary / wage and contribution schedule in respect of the Magisterial districts of Pretoria, Wonderboom, Rustenburg, Brits, Mankwe and the entire Limpopo and Mpumalanga provinces (45 hours).

Annexure "H12". Remuneration / basic salary / wage and contribution schedule in respect of the magisterial district of Bronkhorstspruit and Cullinan.

Annexure "I". Rules of Sick Pay Fund

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 therapist or somatologist or aestician 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 the Agreement and to the employers of such Employees;

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 there under;

1.2.3 apply to all Legal Owners.

2. PERIOD OF OPERATION

The Agreement shall come into operation-

2.1 In respect of the parties, when signed by and on behalf of the parties to this Agreement and shall remain in force until the 31st of December 2018;

2.2 In respect of non-parties, on such date as determined by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until the 31st of December 2018. In so far as a National Minimum wage be introduced by way of legislation prior to the 31st of December 2018, the provisions of that legislation will amend this Agreement where applicable and necessary.

3. INDUSTRIAL ACTION

3.1 No person bound by the provisions of this Agreement shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

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 **"AESTETHIC 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, tattooing and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;

4.2.2.3 facial skin care 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 simulative 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 **"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:

4.2.3.1 (one) or more employers;

4.2.3.2 (one) or more registered employers' organisations; or

4.2.3.3 (one) or more employers and 1 (one) or more registered employers' organisations;

4.2.4 **"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;

4.2.5 **"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;

4.2.6 **"SENIOR BARBER"** means a barber who has rendered barbering services as a barber for a period exceeding 1 (one) year;

4.2.7 **"BASIC CONDITIONS OF EMPLOYMENT ACT or BCEA"** means the Basic Conditions of Employment Act, No. 75 of 1997 as amended;

4.2.8 **"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;

4.2.9 **BEAUTY AND SKINCARE THERAPIST"** means an Employee engaged in any treatment or beauty therapy including but not limited to the following operations:

4.2.9.1 eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;

4.2.9.2 cosmetic (day, evening, fantasy) and camouflage make-up, tattooing and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;

4.2.9.3 facial skin care; skin analysis, facial treatment, basic electrical equipment, machines and the treatment of the skin: Basic facial skin care: non-invasive and invasive classic deep cleaning facial treatment including or excluding the use of basic electrical equipment and/or machinery; Basic electrical equipment and machines: galvanic, high frequency, mag lamp and steamer;

4.2.9.4 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 and laser treatments;

4.2.9.5 massage or any other treatment or exercise of the face, scalp, neck or full body, whether or not any apparatus, electrical micro current,

appliance, heat, substance and other non-invasive and invasive techniques are used in any of these operations and may also include any massage medium;

4.2.9.6 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 by spray units;

4.2.9.7 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;

4.2.10 **"B TECH SOMATOLOGIST 4 YRS** "means an Employee that holds a B.Tech degree and is engaged in, but not limited to the following:

4.2.10.1 eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;

4.2.10.2 cosmetic (day, evening, fantasy) and camouflage make-up, tattooing and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;

4.2.10.3 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;

4.2.10.4 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;

4.2.10.5 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;

4.2.10.6 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;

4.2.10.7 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;

4.2.10.8 specialized electrical equipment i.e. IPL/Laser/LPG/Endermology, etc.

4.2.11 **"CCMA"** means the Commission for Conciliation, Mediation and Arbitration, established in terms of the Act;

4.2.12 **"COTT"** means the Central Organisation for Trade Testing;

4.2.13 **"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;

4.2.14 **"CERTIFIED NAIL TECHNICIAN"** means an Employee who obtained a certificate for a skill acquired for purposes of applying, amongst others, silk and/ or fibre, and/or acrylic and/or gel nails;

4.2.15 **"CITY AND GUILDS"** means City and Guilds International as operating in the Republic of South Africa;

4.2.16 **"COUNCIL REPRESENTATIVE"** means a person nominated by any party to represent such party to the Council;

4.2.17 **"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 consists of:

4.2.17.1 **"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

4.2.17.2 **"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

4.2.17.3 **"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.

4.2.18 **"COMMISSIONER"** means any person appointed by the governing body of the CCMA in terms of section 117 of the Act;

4.2.19 **"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:

4.2.19.1 receives clients and/or book appointments;

4.2.19.2 keep accounts and records;

4.2.19.3 does any clerical work;

4.2.19.4 handles cash;

4.2.19.5 responsible for counter sales;

4.2.19.6 responsible for stock control;

4.2.19.7 responsible for advertising and promotion;

4.2.19.8 arranges merchandising displays;

4.2.19.9 runnng errands

4.2.20 **"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:

4.2.20.1 cleaning and/or sweeping premises;

4.2.20.2 running errands;

4.2.20.3 providing refreshments to staff and clients of an Establishment ;

4.2.20.4 sanitizing and disinfecting tools, equipment and surfaces;

4.2.20.5 washing dishes;

4.2.20.6 doing laundry;

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

4.2.21 **"CLEANER: BEAUTY"** means an Employee, employed by an Employer in an Establishment who is engaged in any 1 (one) or more of the following activities:

4.2.21.1 cleaning, sweeping or washing premises or utensils, receptacles, furniture or other articles;

4.2.21.2 running errands;

4.2.21.3 making tea or similar beverages;

4.2.21.4 washing or ironing towels or overalls or other protective clothing.

4.2.22 **"COUNCIL"** means the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry registered in terms of section 29 of the Act;

4.2.23 **"DESIGNATED AGENT"** means any person appointed by the Minister in terms of section 33 of the Act

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 **"CEO"** means the Chief Executive Officer of the Council;

4.2.33 **"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;

4.2.34 **"HAIRDRESSER/HAIRSTYLIST"** means an Employee, Working Employer or Legal owner (only where such Legal Owner is a natural person) 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.

4.2.35 **"HAIRDRESSER/HAIRSTYLIST NON QUALIFIED"** means a Hairdresser/Hairstylist that is not qualified as a Hairdresser/Hairstylist;

4.2.36 **"HAIRDRESSER/HAIRSTYLIST QUALIFIED"** means an Employee who:

4.2.36.1 has completed a learnership; and/or

4.2.36.2 holds a trade test certificate issued by COTT or the SSETA or City and Guilds, Diploma Level 2 (two); or

4.2.36.3 holds a certificate of proficiency under the training of Artisan' s Act, 1951; or

4.2.36.4 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

4.2.36.5 holds a masters certificate of the Employers' Organisation from any division thereof; or

4.2.36.6 holds a certificate of competency in hairdressing issued by the Council before coming into force of this Collective Agreement and thereafter;

4.2.37 **"HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND"** means the Hairdressing, Beauty and Skincare Industry Pension Fund.

4.2.38 **"IMMEDIATE FAMILY"** means Employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister;

4.2.39 **"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;

4.2.40 **"LEGAL OWNER"** means any person, partnership, enterprise or entity of whatsoever nature that:-

4.2.40.1 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

4.2.40.2 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

4.2.40.3 employs no Employees; and

4.2.40.4 may include persons that are normally referred to in the hairdressing industry as rent-a-chair

4.2.41 "**MAKE-UP ARTIST** "means an Employee engaged in the following treatment, but not limited to:

4.2.41.1 the application of false or artificial eyebrows or eye lashes;

4.2.41.2 cosmetic (day, evening, bridal, fantasy) camouflage make up, tattooing and/or painting of the face and/or full body features whether by permanent, semi-permanent or temporarily means;

4.2.41.3 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;

4.2.41.4 piercing.

4.2.42 "**MANAGER/ESS**" means an Employee who is employed to manage and oversee the day-to-day functions of an Establishment, including-

4.2.42.1 staff management;

4.2.42.2 training and development of staff or overseeing the training and development of staff;

4.2.42.3 stock control

4.2.42.4 time management;

4.2.42.5 marketing and promotions;

4.2.42.6 administration, accounts and orders;

4.2.42.7 grievance and disciplinary procedures;

4.2.42.8 salon maintenance and security;

4.2.42.9 housekeeping and running costs;

4.2.42.10 cash control; and

4.2.42.11 quality control of all of the above mentioned functions.

4.2.43 **"MANICURIST/PEDICURIST/WAX TECHNICIAN"** means an Employee engaged in the following treatments, but not limited to:

4.2.43.1 manicurist, pedicurist, relaxing hand and foot massages;

4.2.43.2 basic knowledge and application of the removal of unwanted or superfluous hair from the head, face or body and its features including shaving, waxing and chemical depilatories;

4.2.44 **"MASSAGE THERAPIST"** means a person executing, performing or applying massage therapy;

4.2.45 **"MASSAGE THERAPY"** means the manual manipulation of soft body tissue including but not limited to muscle, connective tissue, tendon and ligaments by way of rubbing, stroking, kneading or various other methods, to enhance health, well-being and relaxation;

4.2.46 **"NAIL TECHNICIAN"** means an Employee engaged in the following treatments but not limited to:

4.2.46.1 manicure, pedicure, nail technology, or the application of artificial nails or nail extensions, whether acrylic, fiberglass, gel or any other substance, and whether or not any apparatus appliance, heat, preparation or substance is used in any of these operations;

4.2.46.2 piercing;

4.2.47 **"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) years old or otherwise;

4.2.48 "**NON-PARTY**" means any Employer or Employee who is not a member of a registered Employers' organisation or Trade union which is party to the Council;

4.2.49 **"OPERATOR"** means an Employee who is employed in an Establishment and who performs 1 (one) or more of the following activities:

4.2.49.1 draping, brushing, shampooing and/or towel drying client's hair;

4.2.49.2 removing veils, pins, rollers, clips and other setting aids;

4.2.49.3 preparing clients for highlighting of hair;

4.2.49.4 applying instant conditioners, rinses or colour shampoos;

4.2.49.5 placing clients under or removing clients from driers;

4.2.49.6 applying perm lotions;

4.2.49.7 neutralising and rinsing perms and relaxers;

4.2.49.8 assisting with foils, pulling out highlights and applying bleach over a highlight cap;

4.2.49.9 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;

4.2.49.10 tinting and applying colour (permanent and semi-permanent) and applying toners and/or bleach;

4.2.49.11 cleaning and/or sweeping premises;

4.2.49.12 running errands;

4.2.49.13 providing refreshments to staff and customers of an Establishment;

4.2.49.14 sanitising and disinfecting tools, equipment and surfaces;

4.2.49.15 washing dishes; and

4.2.49.16 doing laundry and ironing.

4.2.50 **"MULTI SKILLED OPERATOR"** means an operator that also performs some of the duties of a Hairdresser/Hairstylists;

4.2.51 **"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;

4.2.52 **"PARTY"** means any registered Employers' Organisation or trade union which is a party to the Council and may refer to an Employer or an Employee who is a member in good standing of the respective party;

4.2.53 **"PREMIUM"** means the payment of consideration, whatsoever the nature, in return for the training of any person in hairdressing;

4.2.54 **"PUBLIC HOLIDAY"** means a Public Holiday as referred to in the Public Holidays Act, Act 36 of 1994, as amended;

4.2.55 **"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;

4.2.56 **"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.

4.2.57 **"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.

4.2.58 **"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.

4.2.59 **"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.

4.2.60 **"SDA"** means the Skills Development Act, No. 97 of 1998 as amended;

4.2.61 **"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;

4.2.62 **"SOMATOLOGIST"** means an Employee engaged in the following but not limited to the following:

4.2.62.1 eyebrow shaping and plucking including the application of false or artificial eyebrow and/or eyelashes;

4.2.62.2 cosmetic (day, evening, bridal, fantasy) camouflage make-up, tattooing and/or painting of the face and/or full body features, whether by permanent, semi-permanent or temporary means;

4.2.62.3 facial skin care knowledge and application of skin analysis, facial treatment, electrical equipment, machines and the treatment thereof;

4.2.62.4 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;

4.2.62.5 massage or any other simulative 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.;

4.2.62.6 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;

4.2.62.7 spa treatments: holistic and/or relaxing treatment i.e. Indian head, hand and/or foot massage with or without substance such as different oils;

4.2.62.8 specialized electrical equipment i.e. IPL/Laser/LPG/Endermology etc.;

4.2.63 **"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:

4.2.63.1 braiding, weaving or plaiting;

4.2.63.2 cutting only;

4.2.63.3 adding hair extensions only;

4.2.63.4 dreadlocks.

4.2.64 **"SSETA"** means the Services Sector Education and Training Authority in terms of SDA;

4.2.65 **"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;

4.2.66 **"TRAINING PROVIDER"** means an institution accredited by SSETA, QCTO or registered by City and Guilds or approved by the Council to provide training;

4.2.67 **"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 **"TEMPORARY EMPLOYEE"** means an Employee employed by an Employer in terms of which it is agreed that:-

4.2.68.1 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

4.2.68.2 is employed as a substitute for an Employee who is temporary absent, excluding in the event of maternity leave; or

4.2.68.3 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".

4.2.69 **"WORKING EMPLOYER"** means an Employer or owner who performs work similar to that carried out by an Employee;

4.2.70 "**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.

4.2.71 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 and Legal owners shall be obliged to ensure that an Establishment:

5.1.1 has been registered with the Council;

5.1.2 where the Legal Owner is not a working Employer, employs at least one Hairdresser / Hairstylist: Qualified or, B-Tech Somatologist or Somatologist 3rd (third) Year, or manicurist/pedicurist/wax technician 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 ESTABLISHMENT

6.1 Prior to commencing with the rendering of Cosmetology Services at an Establishment, every Employer or Legal Owner of an Establishment shall apply to the Council in the form specified in **Annexure A** for registration of the Establishment.

6.2 A separate application shall be completed in respect of each Establishment operated by an Employer or Legal Owner.

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 or Legal Owner, that:

6.4.1 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 or Legal Owner shall be entitled to operate an Establishment unless it has complied with the provisions of clause 5.1 above by submitting a duly completed **Annexure A** to the Council.

6.6 Should any of the details that appears on **Annexure A**, submitted by an Employer or Legal Owner to the Council, change subsequent to the submission thereof, the Employer or Legal Owner shall be obliged to notify the Council thereof within 14 (fourteen) days of such change taking place, failing which the Council shall deem all information contained on **Annexure A** as being correct.

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 An Employer shall submit to the Council on the form prescribed, the full names of all persons whose employment, have been altered in the Establishment, including learners. In the event of a change in the status of employment of any Employee, including a Learner or Student, employed in an Establishment, the Employer shall be obliged to notify the Council of such change on or before the 7th (seventh) day of the month following such change in status, in accordance with **Annexure B** hereto.

7.5 An Employer shall notify the Council in writing within 7 (seven) days from the date of termination of an Employee`s services with the Employer, of such termination, failing which the Employer shall remain liable for all payments and benefits to be made to the Employee in terms of this Agreement.

7.6 An Employer shall:

7.6.1 furnish each Employee employed with a letter of appointment and Contract of Employment, which shall include the following:

7.6.1.1 the Employee's full names, address, ID number and occupation of the Employee;

7.6.1.2 date of commencement of service;

7.6.1.3 the title of the Employee's occupation;

7.6.1.4 the remuneration or basic salary and/or commission and/or wages for that -occupation;

7.6.1.5 the days and hours of work;

7.6.1.6 the place of work, and an indication whether the Employee may render services at other Establishments of the same Employer, if applicable;

7.6.1.7 the salary rate and method of calculation as well as frequency of payment;

7.6.1.8 the rate of pay for overtime worked;

7.6.1.9 details of deductions to be made from the Employee's salary;

7.6.1.10 all leave entitlements;

7.6.1.11 the period of notice required;

7.6.2 furnish each Employee with a copy of the Employee's letter of appointment;

7.6.3 make available copies of each Employee`s letter of appointment for inspection by the Designated Agents of the Council.

7.7 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.

7.8 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.

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 the 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 and Legal Owners 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 Sick Pay Fund;

9.5.2.3 Sick Benefit Fund;

9.5.2.4 Union Fees;

9.5.2.5 EOHCB Fees;

9.5.2.6 Council Fees;

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 Fee;

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 or Legal owners 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 allocation 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 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 and location of every workplace to which it applies;

10.3.2 the provisions of this Agreement that the Employer has not complied with and the details of such non-compliance;

10.3.3 any amount that the Employer is require to pay to an Employee or the Council;

10.3.4 any previous settlement agreement entered into by the Employer and the failure by the Employer to comply with such settlement agreement;

10.3.5 any steps that the Employer 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 reflected on such order and, to each Employee effected by it or, if this is impractical, a representative of the Employees.

10.5 The Employer must display a copy of the compliance order prominently at a place assessable to the effective Employees at the workplace reflected on such order.

10.6 An 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 Employers, Employees or their representatives shall not make the compliance order invalid.

10.8 An Employer 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 shows good cause at the time, the CEO may permit the Employer to object to the compliance order after the aforesaid 7 day period has expired.

10.10 After consideration, any representation by the Employer 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 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's compliance record;

10.11.2 the likelihood that the Employer was aware of the relevant provisions; and

10.11.3 the steps taken by the Employer 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 and on each Employee affected by it or, if in practical, on the 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, Employees or their representatives, shall not make the compliance order invalid.

10.15 An 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 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 Act to promote, monitor and enforce compliance with the 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 Act;

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 Act to promote, monitor and enforce the compliance with the provisions of this Agreement

12.2 Every Employer, Legal Owner, 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.

13. PROCEDURE FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATION

13.1 Subject to section 127, read with section 188A of the Act:

13.1.1 a dispute which may arise in the Industry and which, in terms of the Act, 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 Act.

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 Act;

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 Act.

13.7 Section 138 of the Act, 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;

13.8.2 imposing a fine for failure to comply with this Agreement in accordance with section 33A(13) of the Act;

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 Act.

14. STRIKES AND LOCK-OUTS

14.1 No person bound by the provisions of this Agreement shall engage in or participate in a strike or lock-out or any conduct in furtherance of a strike or a lock-out in respect of any matter regulated by this 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 those deductions reflected in the appropriate column of the Basic salary or wages schedules which are attached hereto as **Annexures H1 to H12**.

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 not later than the date 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.

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 **Annexure C** 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.

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 offices.

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.

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 CEO of the Council in the form as set forth in **Annexure D** 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.

18.1.5 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;

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 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 an application for exemption from the provisions of this Agreement or the withdrawal of such an exemption by the Council.

18.3.3 The Exemptions Appeal Body 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 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 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 **Annexures H1 to H12**, as amended from time to time.

19.2 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 or Basic

salary or wages while such Employee remains in the employ of the same Employer.

19.3 The provisions of clause 19.2 above also apply to any Employee whose services are terminated by an Employer after the date of coming into operation of this Agreement and who is re-engaged by the same Employer.

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 electric funds transfer, to the bank account of the Employee, the remuneration or Basic salary or wages shall 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 an Employee's remuneration or Basic salary or 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.

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 similar fund, as the case may be. The contributions to the benefit fund are set forth in **Annexures H1 to H12**

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 part 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 for the first 3 (three) months of his /her employment. After 3 (three) months from the date on which he / she commences his / her learnership or student contract, and every 3 (three) months thereafter, his Remuneration/Basic Salary/Wage shall increase to the next level and he / she shall be paid a remuneration/wage for the next level as specified on the Remuneration/Basic Salary/Wage Schedules, for example:-

19.18.1.1 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;

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.

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 shall grant annual leave in respect of a previous leave cycle, up to but not exceeding 6 (six) months after the end of the leave cycle, after which the annual leave for the previous leave cycle shall be forfeited.

21.1.3 Annual leave shall be taken:

21.1.3.1 in accordance with an agreement between the Employer and Employee; or

21.1.3.2 if there is no agreement in terms of 21.1.3.1, at a time determined by the Employer.

21.1.4 An Employer and Employee may not enter into an agreement in terms of which the Employee forfeits leave against payment by the Employer save:

21.1.4.1 on termination of the Employee's employment; and

21.1.4.2 in accordance with sections 40(b) and (c) of the Basic Conditions of Employment Act, 1997.

21.1.5 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.

21.1.6 An Employer may not require or permit an Employee to work during annual leave.

21.1.7 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 *re*sume 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 constitute 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 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 **Annexure F** 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 or Legal Owner 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 or Legal Owner 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 or Legal owner 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

26.3.1.4 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 Blades;

26.4.4 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 or Legal Owner on the one side and the Employee on the other side, and be returned on the Employee`s services with the Employer or Legal Owner 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 leaner 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 As from the 1st of January 2018, it shall be compulsory for all students/learners to be members of the Sick Pay Fund, Sick Benefit Fund and Pension Fund.

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.

28.7 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.

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 **Annexures H1 to H12** 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 **Annexures H1 to H12** 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 55 (fifty-five) as at date of commencement of employment, as set forth in terms of the Rules of the Fund and the Collective Agreement, as amended from time to time.

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.

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 **Annexure I**, 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.

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

1.2 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 EMPLOYER`S 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

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 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 is 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 **Annexures H1 to H5, H7 and H8**.

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 shall grant annual leave in respect of a previous leave cycle, up to but not exceeding 6 (six) months after the end of the leave cycle, after which the annual leave for the previous leave cycle shall be forfeited.

21.1.5 Annual leave shall be taken:-

21.1.5.1 in accordance with an agreement between the Employer and Employee; or

21.1.5.2 if there is no agreement in terms of 21.1.5.1 at a time determined by the Employer;

21.1.6 An Employer and Employee may not enter into an agreement in terms of which the Employee forfeits leave against payment by the Employer save:

21.1.6.1 on termination of the Employee's employment; and

21.1.6.2 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.

21.2 **Family Responsibility Leave**

21.2.1 An Employer shall be obliged to give the father of a new-born child 3 (three) days 'leave ("*paternity leave*") starting from the date of the birth and ending 2 (two) days thereafter.

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:

21.2.2.1 in terms of 21.2.1 when the Employee's child is born; or

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:-

21.3.5.1 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, 20% (twenty percent) will be used in Area A, in accordance with the example set forth in **Annexure E** hereto.

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 compulsory or voluntary commission agreement has been reduced to writing, an Employer shall not pay less than the prescribed commission to a Hairdresser / Hairstylist: Qualified on gross takings and not less than five percent commission on gross takings in respect of Retail. For purposes of this calculation, should an Establishment be registered for VAT, VAT shall be deducted from the gross takings or products sales. In this Area A, no stock deductions will be made for purposes of calculating commission.

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 Sate 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;

35.2.2 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 20% of their Average PSC (Personal Services Commission) earned in the past 12 months.

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

39.1 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 3 (three) 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 EMPLOYER`S 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 he 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 and straightening 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 not pay an Employee instead of granting leave, except on termination of employment.

21.1.12 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 ;

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 lapse at the end of the annual leave cycle in which it accrues.

21.2.5 Paternity leave- an Employer shall grant a male Employee, during each annual leave cycle, at the request of the Employee, 7 (seven) days paid

leave, which the Employee is entitled to take when the Employee's child is born.

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 applies, 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 (fourty-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 falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on that other day.

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. SICKPAY

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 Kwazulu – 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 the 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 Annual leave must be taken within 4 (four) months after the end of the annual leave cycle in accordance with an agreement between the Employer

and Employee or if there is no agreement, at a time determined by the Employer, but within the said 4 (four) months.

21.1.6 Only by prior written agreement may the period of leave be shortened to 1 (one) week or 2 (two), subject to all the annual leave being taken within 4 (four) months of the anniversary.

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;

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 child's birth certificate or of the 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 applies, 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.

CONTINUES ON PAGE 130 - PART 2

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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 hours 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.

36. 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 Act, 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.

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 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;

21.1.2.3 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) weeks' 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 Annual leave must be taken within 6 (six) months after the end of the annual leave cycle in accordance with an agreement between the Employer and Employee or if there is no agreement, at a time determined by the Employer.

21.1.6 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 pro-rata amount for leave due at the same time the final payment of wages is made.

21.1.7 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;

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 A male Employee is entitled to 5 (five) days paternity leave per year of service, upon the birth or adoption of his child, on presentation of proof of the birth or adoption of his child.

21.3.2 Paternity leave is in addition to the 5 (five) days Family Responsibility Leave specified in clause 21.2 above.

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/leaners 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 applies, save that the percentage to be applied for this Area will be 20% (twenty) 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 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

33.1 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;

34.5.4 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 day-off 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 or legal owner 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.

36.6 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 Schedule		
Job Category	Employee Contribution Rand Per Month	Employer Contribution Rand Per Month
Hairdresser, Qualified, First Year, Senior Barber, Stylist Manager and Manager	252.00	252.00
Non-Qualified Hairdresser, Operator, Experienced Receptionist, Entrance Hairdressing Assistant, Training Barber, and Junior Barber.	190.00	190.00
Cleaner, First Year Receptionist, Learner and Starting Barber	150.00	150.00

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, anaesthetic 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.

36.7.1.4 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.

36.7.1.7 General Practitioners, specialists, physiotherapy, psychology, radiology, pathology and homeopathy: **R6300.00** per annum paid at medical aid rates, subject to Fund's annual maximum overall benefit limit.

36.7.2 The maximum overall benefit limit for a principal member of the Fund is **R12600.00** per annum from 1 January to 31 December.

36.7.3 The maximum overall benefit limit for a principal member of the Fund is 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.

36.7.4 In cases of accidents, the Fund will only pay benefits not due for compensation under the Compensation for Occupational Injuries and

Diseases Act, 1993, or Multilateral Motor Vehicle Accident Fund Act, 1989.

36.7.5 A member of the Fund, who received the total amounts of benefits, is not entitled to receive any further benefits whatsoever from the Fund until 1 January of the following year.

36.7.6 A member must produce a certificate from a medical practitioner when claiming benefits.

36.7.7 A member's right to claim benefits will be ceased if no contributions are received.

36.7.8 A member of the Fund who becomes temporarily unemployed for a period 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 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.

36.7.13 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.

36.7.14 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 in 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 Labour.

36.7.17.9 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.

36.7.17.10 in the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this agreement is binding in terms of the Act, 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 Act 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.

36.18 The Fund known as the "*Hairdressing Trade Sick Pay Fund*" hereinafter referred to as the "Fund" is hereby continued.

36.19 The object of the Fund is the provision of sick pay benefits to Employees and working Employers hereinafter referred to as "members of the Fund" towhom this clause 36 applies during periods of absence from work through sickness.

36.20 The Sick Pay fund is compulsory to all Employees to belong to this fund and it is compulsory for Employers to contribute to the fund.

36.21 Contributions must be calculated on the Employee or working Employer's actual monthly wage:-

36.21.1 every Employee must contribute per month the Employee contribution specified in the Sick Pay Fund Contribution Schedule below

.Sick Pay Fund Contribution Schedule		
Wage Band	Employee Contribution Rand Per Month	Employer Contribution Rand Per Month
0 - 2000	46.00	46.00
2001- 3000	58.00	58.00
3001- 4000	70.00	70.00
4001- 5000	81.00	81.00
5001- 10000	92.00	92.00
10001- 15000	114.00	114.00

36.22 The Fund must pay a member who has been absent from work due to accident or sickness, 72 days sick pay in every 36-month benefit cycle, subject to:-

36.22.1 a claim limit of 36 days per cycle for absences of one to six days at any one time; and

36.22.2 the remaining 36 days reserved to cover claims for prolonged illnesses resulting in an absence from work of a minimum of seven days at any one time.

36.22.3 during the first six months of membership the member is only entitled to two days sick pay in respect of each completed month of membership.

36.23 To receive sick pay benefits a member must verify all absences from work in the form of-

36.23.1 a certificate signed by a medical practitioner stating the nature and duration of the members' incapacity to work due to accident or sickness; or

36.23.2 in the case of a single day's absence, written notification counter signed by the Employer.

36.24 Sick pay due to a member is calculated on the member's actual daily wage.

36.25 A member who is absent from work due to a sickness related to pregnancy is only entitled to sick pay benefits for two days per month for each month absent from work.

36.26 A member who has paid contributions for a continuous period of 12 months is entitled to a maternity benefit of a maximum of four monthly payments of 25% of the member's monthly salary.

36.27 This Agreement applies *mutatis mutandis* to the Fund.

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.

37.2 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

38.1 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 clause 39 as an alternative to membership of the Hairdressing Trade Sick Benefit Fund referred to in clause 36.

38.2 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.

139

SIGNED AT PRETORIA ON THIS THE ..18...DAY OF .....July.....2017

FOR UASA:
MR N VAN ROOYEN

FOR: EOHCB
MR C MAARTENS

CHIEF EXECUTIVE OFFICER
BARGAINING COUNCIL:
MR S DELPORT

NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry
Fax: (011) 760-1274 Tel: (011) 760-1685

ANNEXURE A

APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT BY THE LEGAL OWNER/ EMPLOYER/ RENT-A-CHAIR

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:	

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3. Establishment Tel Phone No:

Dialling Code: _____ **Number:** _____

4. Street Address/es at which above Business is carried on:
*(Specify **all addresses where you have a branch / establishment**)*

(1)

Branch Name:	
Street Name:	
Street number:	
Suburb:	
Province:	
Magisterial District:	
Postal Code:	

(2)

Branch Name:	
Street Name:	
Street number:	
Suburb:	
Province:	
Magisterial District:	
Postal Code:	

(3)

Branch Name:	
Street Name:	
Street number:	
Suburb:	
Province:	
Magisterial District:	
Postal Code:	

(4)

Branch Name:	
Street Name:	
Street number:	
Suburb:	
Province:	
Magisterial District:	
Postal Code:	

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5. Type of Business - Details for Registration Certificate: (Tick with X)

☐ Gents/ Barber Salon only

☐ Ladies Hairdressing Salon only

☐ Unisex Hair salon

☐ Beauty Salon

☐ Hair and Beauty Salon

☐ Nail Salon only

☐ Other and describe: _____

☐ Afro Salon

☐ Caucasian Salon

☐ Afro and Caucasian Salon

☐ Rent – a - Chair with employees **CODE I** (IN BUSINESS)

☐ Rent – a - Chair with no employees **CODE E** (ONE MAN BAND)

NB: Should you be a Rent-a-Chair, please attached a copy of your Lease Agreement to this registration form.

Lease Agreement attached: **YES** ☐ **NO** ☐

6. Tick whether this is:

6.1 ☐ **An entirely NEW business.** ***IF so***, specify the DATE on which this business commenced _____/_____/_____

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6.2 ☐ An EXISTING Business which has been acquired by a NEW Owner

IF so, state the Name under which the business was formerly carried on:

_____

and ALSO give the following details:

Date business was taken over	_____/_____/_____.
Full names of previous Owner	
Present Address of previous Owner Code:	_____ _____ _____ _____ _____

7. LEGAL Personality of Establishment (Tick Correct Classification)
FILL IN PERSONAL PARTICULARS OF ALL LEGAL OWNER/S IN THE TABLE BELOW

☐ Sole Proprietorship

☐ Partnership
(ATTACH COPY of PARTNERSHIP AGREEMENT and COPIES of ALL Partners' ID's)

☐ Closed Corporation (cc) *CK No.* .....
(ATTACH COPY of CK Registration Documents & COPIES of ALL Members' ID's)

☐ Company [Pty] Ltd *Co. Reg. No.:* .....
(ATTACH copy of Certificate of Incorporation & copies of ALL Directors/Shareholders IDs)

☐ Trading Trust *Trust Reg. No:* .....
(ATTACH copy of Trustee Registration Documents & copies of ALL Trustees' ID's)

SDL (Skills Development Number) .....

SARS INCOME TAX NUMBER .....

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Contact details of all Legal owners:

Tick box:

☐ **Sole proprietor**

☐ **Partner**

☐ **Member**

☐ **Director**

☐ **Trustee**

Title:	
Name/s:	
Surname:	
Cellphone number:	
Landline Number:	**Code:** **Number:**
ID number:	
Passport number and Country of origin:	
Physical Address:	
	Code:
Are you a working employer? (Are you actively working in the establishment?)	**YES** ☐ **NO** ☐
Do you wish to belong to the Sick Pay Fund?	**YES** ☐ **NO** ☐
Do you wish to belong to the Sick Pay Benefit Fund? (Cape Town / Natal)	**YES** ☐ **NO** ☐
Do you wish to belong to EOHCB?	**YES** ☐ **NO** ☐

Initial Here

Title:	
Name/s:	
Surname:	
Cellphone number:	
Landline Number:	**Code:** **Number:**
ID number:	
Passport number and Country of origin:	
Physical Address:	
	Code:
Are you a working employer? (Are you actively working in the establishment?)	**YES** ☐ **NO** ☐
Do you wish to belong to the Sick Pay Fund?	**YES** ☐ **NO** ☐
Do you wish to belong to the Sick Pay Benefit Fund? (Cape Town / Natal)	**YES** ☐ **NO** ☐
Do you wish to belong to EOHCB?	**YES** ☐ **NO** ☐

8. **IF NONE** of the above Legal Owner/s **WORK** in the Salon (as Working Employers) kindly SUPPLY us with the details **below** of the Person/Manager who is in **Day-to-Day Control** of the establishment.

Name and Surname of Manager/ Person in control	
Postal Address of Manager/ person in control **Code:**	_____ _____ _____ _____ _____
Tel No of Manager/ person in control	**(W) Code.....Tel No.....** **(H) Code.....Tel No.....** **Cell :.....**

E-mail address of Manager / Person in control	

9. Details of Bookkeeper / 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	

Initial Here

10. IS there a QUALIFIED (Hairdresser OR Cosmetologist OR T
working in the Establishment? _____

YES ☐ NO ☐

*IF the answer is **NO** it should be NOTED **THAT**:*

- *in the case of an establishment/s where the legal owner/s is/are NON-*
- *Working Owner/s, that at least 1 (one) qualified person **must** be employed and also that*

- *NO person/s may perform any act defined under hairdressing or cosmetology , or beauty or skincare in an establishment **UNLESS** he/she is qualified to practice either hairdressing OR cosmetology OR beauty OR skincare ; and that*

- *NO Learner/s OR Students may be contracted to train in your establishment WITHOUT proper supervision & training by a Qualified (Hairdresser/ Cosmetologist/ Therapist).*

11. KINDLY ASSIST YOUR EMPLOYEES TO COMPLETE THE ATTACHED Annexure 1 *(DETAILS OF ALL EMPLOYEES [STAFF] EMPLOYED BY YOUR ESTABLISHMENT).*

12 I/WE HEREWITH GRANT MY/OUR APPROVAL THAT HCSBC MAY FULLY INVESTIGATE ANY SOURCE REGARDING THIS AGREEMENT.

13 I/WE FURHTER GRANT MY/OUR APPROVAL TO SUCH A SOURCE TO PROVIDE HCSBC WITH CONFIDENTIAL INFORMATION.

I/WE, the ABOVE-STATED LEGAL OWNER/S, by MY/OUR SIGNATURES hereunder do hereby CERTIFY and WARRANT THAT :

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.***
3. ***THE ESTABLISHMENT TO WHICH THIS APPLICATION RELATIONS IS –***

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

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FURTHERMORE, I/WE, the undersigned LEGAL OWNER/S of this ESTABLISHMENT, hereby undertake to, at ALL times, COMPLY with ALL the provisions of the Main Collective Agreement as handed to ME/US (*Delete whichever NOT Applicable*).

Signed BY the LEGAL OWNER/S (the EMPLOYER/S), WHO hereby warrants MY/OUR (*Delete whichever NOT Applicable*) AUTHORITY so to SIGN

SIGNED ON THIS_____ (DAY) OF _____(MONTH) 20_____

PRINT NAMES IN FULL	Legal Owner/s SIGNATURE
PRINT NAMES IN FULL	Legal Owner/s SIGNATURE
PRINT NAMES IN FULL	Legal Owner/s SIGNATURE
PRINT NAMES IN FULL	Legal Owner/s SIGNATURE
PRINT NAMES IN FULL	Legal Owner/s SIGNATURE

ABOVE-SIGNED LEGAL OWNER/S OR RENT-A-CHAIRS TO ALSO INITIAL EACH PAGE OF THIS REGISTRATION APPLICATION.

NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry
Fax: (011) 760-1274 Tel: (011) 760-1685

ANNEXURE B

APPLICATION FOR REGISTRATION OF AN EMPLOYEE

Notes: - Complete ALL questions please.

AGENT	
DIVISION/ AREA	

1. EMPLOYEE'S DETAILS:

Surname:	
Maiden Surname: (*where applicable):*	
Full names:	
Initials:	☐☐☐☐☐☐
Title: (*mark with an X*)	☐ Mr. ☐ Ms. ☐ Mrs. ☐ Other (*specify*) _____

2

Gender: (*mark with an X*)	☐ **Male** ☐ **Female**
Race: (*mark with an x*)	☐ **Black** ☐ **White** ☐ **Coloured** ☐ **Indian** ☐ **Other: (Specify)** _____
Date of Birth: (*YEAR/ MONTH/DAY*)	Y☐☐☐☐ M☐☐D☐☐
Identity or Passport number: (*mark with an X*) **ID Number:** ☐ **Passport Number:** ☐	☐☐☐☐☐☐☐☐☐☐☐☐☐
Job Description: (*for example: Qualified Stylist, Operator, Learner, Student etc.*)	_____ **Work Code:** ☐☐☐☐
If you are: a **STUDENT (CITY AND GUILDS)**	**City and Guilds:** ☐ **Service SETA:** ☐

3

OR a LEARNER (SERVICES SETA), please complete the following:	Level Completed: Under Contract: YES ☐ NO ☐ *(attach copy of Contract)*
Salon Name:	
Start date at Salon: *(YEAR/MONTH/DAY)*	Y☐☐☐☐ M☐☐D☐☐
End date at Salon: *(If applicable)* *(YEAR/MONTH/DAY)*	Y☐☐☐☐ M☐☐D☐☐
Employee's Physical Address: Code:	_____ _____ _____ _____ _____
Employee's Postal Address: Code: E-MAIL ADDRESS:	_____ _____ _____ _____ _____@_____
Employee's contact details:	(W) Code _____Tel No_____

4

	(H) Code_____ Tel No_____ Cell _____
Employee's basic salary:	R☐☐ ☐☐☐, ☐☐
Do you have an EXEMPTED basic salary? YES ☐ NO ☐ ***(if YES, please indicate exempted salary)***	R☐☐ ☐☐☐, ☐☐
Salary Exemption START date: ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D ☐☐
Salary Exemption END date: ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D ☐☐
Do you have a different basic salary for Sick Pay Fund deductions? YES ☐ NO ☐ ***(If YES, please complete salary block)***	R☐☐ ☐☐☐, ☐☐

2. UNION MEMBERSHIP:

Are you a member of the Union? ***(Mark with X)***	YES ☐ NO ☐
If yes, please indicate your Union number:	☐☐☐☐☐☐☐☐☐☐☐☐☐

5

Date you joined the Union: ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D☐☐
Date you resigned from the Union: ***(If applicable)*** ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D☐☐

3. NATIONAL PENSION FUND DETAILS:

Are you a member of the National Pension Fund?	YES ☐ NO ☐
If NO, do you have an approved exemption from the National Pension Fund?	YES ☐ NO ☐
Date started with the National Pension Fund: ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D☐☐
Date resigned from the National Pension Fund: (if applicable) ***(YEAR/MONTH/DAY)***	Y☐☐☐☐ M☐☐D☐☐
Are you a CONTINUATION MEMBER of the National Pension Fund?	YES ☐ NO ☐

4. EMPLOYEE'S PERSONAL TAX DETAILS:

(It is law that all employees, whether tax is deducted or not, must be registered with SARS)

Are you registered for PAYE?	YES ☐ NO ☐
Your Tax Number:	☐☐☐☐☐☐☐☐☐☐☐☐☐

6

5. NATIONAL SICK PAY FUND MEMBERSHIP:

Are you a member of the National Sick Pay Fund?	YES ☐ NO ☐
If NO, do you have an approved exemption from the National Sick Pay Fund?	YES ☐ NO ☐
Starting date with National Sick Pay Fund: *(YEAR/MONTH/DAY)*	Y☐☐☐☐ M☐☐D☐☐
Resignation date from National Sick Pay Fund: *(if applicable)* *(YEAR/MONTH/DAY)*	Y☐☐☐☐ M☐☐D☐☐
National Sick Pay Fund membership number:	☐☐☐☐☐☐☐☐☐☐☐☐☐
Are you a National Sick Pay Fund CONTINUATION MEMBER?	YES ☐ NO ☐

5. NATIONAL SICK PAY BENEFIT FUND DETAILS:

(applicable to Kwa-Zulu Natal and Western Cape Regions only)

Are you a member of the National Sick Pay Benefit Fund?	YES ☐ NO ☐
If NO, do you have an approved exemption from the National Sick Pay Benefit Fund?	YES ☐ NO ☐
Starting date with National Sick Pay Benefit Fund: *(YEAR/MONTH/DAY)*	Y☐☐☐☐ M☐☐D☐☐
Resignation date from the National Sick Pay Benefit Fund: *(if applicable)*	Y☐☐☐☐ M☐☐D☐☐

(YEAR/ MONTH/DAY)	
Are you a National Sick Pay Benefit CONTINUATION MEMBER ?	**YES** ☐ **NO** ☐

I/ the ABOVE-STATED EMPLOYEE, by MY/OUR SIGNATURES hereunder do hereby CERTIFY and WARRANT THAT :

1. ***ALL PARTICULARS CONTAINED IN THIS REGISTRATION APPLICATION ARE CORRECT.***

SIGNED ON THIS_____ (DAY) OF _____(MONTH) 20_____

PRINT NAMES IN FULL	**Employee's Signature**
PRINT NAMES IN FULL	**Legal Owner/s SIGNATURE**
PRINT NAMES IN FULL	**Legal Owner/s SIGNATURE**
PRINT NAMES IN FULL	**Legal Owner/s SIGNATURE**

ANNEXURE "C"

EMPLOYERS ORGANISATION FOR HAIRDRESSING, COSMETOLOGY AND BEAUTY
MEMBERSHIP FEES WITH EFFECT FROM 1 JANUARY 2017

SUBSCRIPTION FEES

DIVISION	AMOUNT
Southern Gauteng	R458-00
Border	R354-00
Kimberley	R380-00
Eastern Cape	R354-00
Alberton	R458-00
Western Cape	R391-00
Free State	R380-00
North West	R354-00
Kwa Zulu Natal	R354-00
Northern Gauteng	R458-00
Legal Owners	R200.00
First Year Afro Establishments (After First Year, subscriptions will return to regular fees as above)	

BARGAINING LEVY; R458-00 Nationally

MEMBERSHIP FEE WITH EFFECT FROM DATE OF PUBLICATION OF THE COLLECTIVE AGREEMENT TO WHICH THIS ANNEXURE IS ENCLOSED

Save as provided for in the table above relating to existing members, Legal Owners and First Year Afro Establishments, the membership fees payable by all new members that obtain membership with the EOHCB with effect from date of publication of the collective agreement to which this annexure is enclosed, shall be as follows:

1. if the establishment is situated in the Gauteng Province – R458.00; and
2. all other areas, other than the Gauteng Province – R420.00

NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Fax: 086 585 0314
P O Box 1963, ROODEPOORT, 1725

Tel: 086 142 7227
e-mail: exemption@hcsbc.co.za

ANNEXURE D

READ THESE REQUIREMENTS BEFORE APPLYING FOR EXEMPTION AS PER CLAUSE 17 OF THE NATIONAL MAIN COLLECTIVE AGREEMENT

17.1 General exemption from any provision of the National Main Collective Agreement

17.1.1 An application for the exemption of any provisions contained in this Agreement by a party shall be heard by the Council's Exemption Committee. An application for the exemption of any 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.

17.1.2 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.

17.1.3 An application for exemption shall be in writing and made to the CEO of the Council in the form as set forth in **Annexure D** hereto.

17.1.4 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.

17.1.5 The application for exemption shall be considered by the Exemption Committee/Independent Exemption Committee within 30 (thirty) days after the date upon which the application has been received by the CEO of the Council.

17.1.6 The decision of the Exemption Committee/Independent Exemption Committee of the Council shall be in writing and shall be made available to the Applicant within 14 (fourteen) days of the application being heard or considered by the Exemption Committee/Independent Exemption Committee.

17.1.7 The person or entity moving for the application for exemption ("*the Applicant*") may request the Exemption Committee/Independent Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee/Independent Exemption Committee considers the application, failing which the Exemption Committee/Independent Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.

17.1.8 All applications shall comply with the following, being:-

17.1.8.1 it shall be fully motivated;

17.1.8.2 be accompanied by the required supporting documentation;

17.1.8.3 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;

17.1.8.4 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;

17.1.8.5 the time period for which exemption is required.

17.1.9 In considering an application for exemption, the Exemption Committee/Independent Exemption Committee shall, amongst others, consider, but shall not be limited to, the following criteria:-

17.1.9.1 the Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted;

17.1.9.2 any special circumstances that may exist;

17.1.9.3 any precedent that might be set as a result of the granting of the exemption;

17.1.9.4 the interest of the sector with specific reference to:-

17.1.9.4.1 unfair competition;

17.1.9.4.2 collective bargaining.

17.1.9.5 the interest of Employees with specific reference to:-

17.1.9.5.1 exploitation;

17.1.9.5.2 job preservation.

17.1.9.6 the interest of the Applicant with specific regard to:-

17.1.9.6.1 financial stability;

17.1.9.6.2 operational requirements.

17.2 Exemption from Pension Fund

17.2.1 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 17.1 above shall be provided by the Applicant, being:-

17.2.1.1 written confirmation that Employees are members of the *alternative* pension fund;

17.2.1.2 written confirmation that the *alternative* fund is a registered pension fund in terms of the Pension Fund Act ("*PFA*");

17.2.1.3 a pension exemption application form duly completed by the broker of the *alternative* pension fund;

17.2.1.4 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.

17.3 Appeals

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17.3.1 In accordance with the provisions of the Act, the Council hereby establishes an independent body, to be known as the Exemptions Appeal Board 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.

17.3.2 An Applicant may lodge an appeal with the Exemptions Appeal Board against the Exemption Committee's/Independent Exemption Committee refusal for an application for exemption from the provisions of this Agreement or the withdrawal of such an exemption by the Council.

17.3.3 All appeals shall be lodged within 14 (fourteen) days as from the date upon which the Exemption Committee's/Independent Exemption Committee decision on the application for exemption has been made available to the Applicant or the exemption withdrawn and shall be heard by the Exemptions Appeal Board with 30 (thirty) days of being lodged.

17.3.4 Any appeal shall be in writing and shall contain the following:-

17.3.4.1 grounds of appeal;

17.3.4.2 all supporting documentation which will be used in support of the appeal;

17.3.4.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.

17.3.5 Any appeal may be amplified by oral argument.

17.3.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 17.3.4 above.

17.3.7 The Exemption Appeal Board's finding on appeal shall be in writing and shall be made available to the Applicant within 14 (fourteen) days from such appeal being heard.

17.3.8 The Exemption Appeal Board shall consist of at least 3 (three) persons, of which 1 (one) shall be a Commissioner accredited in accordance with the provisions of section 128 of the Act, and 2 (two) other suitable persons, depending on the factual argument of the Appeal, from the panel approved by the Council from time to time.

17.4 The granting of exemption or withdrawal thereof

17.4.1 When exemption is granted by the Exemption Committee/Independent Exemption Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify:-

17.4.1.1 any conditions subject to which the exemption is granted;

17.4.1.2 the period during which the exemption is to operate;

17.4.1.3 the circumstances, if any, in which the exemption may be withdrawn.

17.4.2 The CEO shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the:-

17.4.2.1 full name of the person/s in whose favour exemption is granted;

17.4.2.2 provisions of this Agreement from which exemption are granted;

17.4.2.3 conditions subject to which exemption is granted;

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17.4.2.4 period during which exemption is to operate;

17.4.2.5 circumstances in which it may be withdrawn, if any.

17.4.3 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.

17.4.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 17.4.3 above.

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APPLICATION FOR EXEMPTION ANNEXURE 'D'

For office use	
NAME OF AGENT:	
AREA:	
SALON REF NO:	

1. **DETAILS OF THE APPLICANT:**
(Please tick the box with an X where applicable)

1.1 As the applicant are you:

☐ The employer

☐ The employee

☐ EOHCB Member

☐ Non EOHCB Member

☐ Rent-a-Chair / Working Employer (no staff)

Name & Surname of Applicant: _____

ID / Passport Number _____ Date of Birth: _____

Designation: _____

Salon Name: _____ Salon Code _____

Physical Address: _____

_____

Postal Address: _____ Code: _____

Tel. No. work: _____ Cell. _____

Fax No: _____ e-mail address _____

Employee's name/s:

Union Y/N	Surname	Initials	Id/Passport No	Date of Birth	e-mail	Cell Phone	Address

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PLEASE ATTACHED A MOTIVATION LETTER SIGNED BY EACH AND EVERY EMPLOYEE (see example below)

"I, …… Hereby declare that I understand the consequences of the application of Exemption of …….

I agree to abide by the outcome.

Signature: …….. Date: ……

Full Name and Surname: ……"

2. NATURE OF EXEMPTION:

☐ Pay lesser basic salary:

PRESCIBED SALARY:	R
CURRENT SALARY:	R
PROPOSED SALARY:	
PERIOD OF EXEMPTION	

☐ Pay lesser commission

PRESCRIBED COMMISSION:	
CURRENT COMMISSION:	
PROPOSED COMMISSION:	
PERIOD OF EXEMPTION	

☐ Pay basic plus commission

BASIC	
% COMMISSION	
PERIOD OF EXEMPTION	

☐ Pay commission only

% COMMISSION	
PERIOD OF EXEMPTION	

Give a brief description of salary structure and financial support documentation:

_____

_____

_____

6

☐ Sick Pay Fund Membership:

Payslip attached: ☐ **YES** ☐ **NO**

Please include proof on payslip of SPF payments according to Collective Agreement; and a Letter from Salon Owner that they are paying Sick Leave as per the Agreement

☐ Sick Benefit Fund Membership:

Payslip attached: ☐ **YES** ☐ **NO**

Alternative Medical Aid: ☐ **YES** ☐ **NO**

Please include proof of Medical Aid and payslip where payment are made in terms of SBF contributions according to Collective Agreement

☐ Pension Fund Membership:

Alternative Pension Fund: ☐ **YES** ☐ **NO**

Please include proof of Alternative Fund and payslip where payment are made in terms of Pension Fund contributions according to Collective Agreement and comparison between the HBSI Fund and Alternative Fund

ATTACH THE COMPLETED PENSION FUND BROKER APPLICATION FORM

☐ Hours of Work:

PRESCRIBED HOURS	
CURRENT HOURS	
PROPOSED HOURS	
PERIOD OF EXEMPTION	
MOTIVATION FOR HOURS	

☐ Close Shop:

Region: ☐ **W/Cape** ☐ **Pretoria**

Employer: ☐ **YES** ☐ **NO**

Employee: ☐ **YES** ☐ **NO**

Describe _____

_____

EXEMPTION PERIOD: _____

☐ Other:

Describe _____

7

EXEMPTION PERIOD:

The Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted:

Any special circumstances that may exist:

Any precedent that might be set as a result of the granting of the exemption:

The interest of the sector with specific reference to:-

Unfair competition

Collective bargaining.

The interest of Employees with specific reference to:-

Exploitation

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Job preservation

The interest of the Applicant with specific regard to:-

Financial stability

Operational requirements

3. DID CONSULTATION TAKE PLACE BETWEEN EMPLOYER AND EMPLOYEE/S:

☐ **YES** ☐ **NO**

Briefly state the outcome of that consultation:

Do you require and Interpreter: ☐ **YES** ☐ **NO**

If YES, please indicate preferred language:

Signatures: Employer:

Full Name and Surname:

Employee:

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Full Name and Surname: _____

Date of Consultation: _____

4. **WERE EOHCB & UASA INVOLVED IN CONSULTATIONS** (if party members):

☐ **YES** ☐ **NO**

Briefly state the outcome of that consultation: _____

_____

_____

Signatures: **UASA** Official: _____

Full Name and Surname: _____

EOHCB Official: _____

Full Name and Surname: _____

Date of Consultation: _____

5. **MOTIVATION FOR EXEMPTION:**

_____

_____

_____

_____

_____

_____

6. I have herewith attached the required following documents together with my application:
(Please tick where appropriate)

☐ Copy of the business Financial Statement for the past three months if application is for salary;

☐ I have indicated in my application the period on which exemption is applied for;

☐ Copy of the alternative Medical Aid

☐ Copy of the proof that SPF/SBF payments are uphold by employer according to Collective Agreement

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PLEASE INDICATE WHETHER YOU WANT TO APPEAR IN PERSON BEFORE THE EXEMPTIONS COMMITTEE ☐ YES ☐ NO

PLEASE NOTE THAT THE STATUS QUO AS PER NATIONAL MAIN AGREEMENT APPLIES UNTIL EXEMPTION IS APPROVED OR DENIED.

Signature:_____ **Date:** _____

Full Name and Surname: _____
(APPLICANT 1)

Signature:_____ **Date:** _____

Full Name and Surname: _____
(RESPONDENT 1)

Signature:_____ **Date:** _____

Full Name and Surname: _____
(APPLICANT 2)

Signature:_____ **Date:** _____

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)

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N.B: NOTE THAT 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 30 DAYS AFTER IT BECAME KNOWN.

NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

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

Tel: (011) 760-1685
352 ONTDEKKERS ROAD, FLORIDA PARK, 1724

HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND

BROKER EXEMPTION APPLICATION FORM

Registration Number / Salon Reference Number	
Name of Company / Salon Name	
Address	
Telephone Number	
E-mail Address	
Facsimile Number	
Contact Person	

In applying for an Exemption please fill in the above and details required below. No exemption application will be considered if this form is not duly completed and Annexure A signed by all employees concerned. Exemption will only be considered if the company has an existing Fund whose benefits are superior to those of the Council's Fund. Retirement Annuities will only be considered if certain specific criteria is met as defined in Board's exemption policy.

12

Fund Name: _____

FSB Registration Number: _____

No. of Scheduled Employees Affected: _____

Kindly complete (or arrange for your financial consultant to complete) the checklist overleaf and attach a copy of the company scheme rules as proof.

Date of Application: _____

CONTRIBUTIONS	HBSI Pension Fund (HCSBC Members)	FUND APPLYING FOR EXEMPTION
Employer % (as % of salary / wage)	6.00% (6.5% KZN)	
Employee % (as % of salary / wage)	6.00% (6.5% KZN)	
TOTAL %	12.00% (13% KZN)	
Less Total Administration Costs (Including Fund Costs and Collection Fees)	1.880%	
Less Death and Disability Benefits	0.980%	
Net amount to members' retirement account as % of salaries / wages	9.140%	

BENEFITS	HBSI Pension Fund (HCSBC Members)	FUND APPLYING FOR EXEMPTION
Death Benefits	Share of Fund, plus 3x Annual Pensionable Salary	
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	

Full Pension Fund documentation of Fund applying for exemption must be attached.

Name of Person Completing Form: _____

13

Designation of Person Completing Form: _____

Telephone Number: _____

Signature _____

On completion, please return to Stephen Delport CEO at stephen@hcsbc.co.za

List of Employees (each Employee to sign a letter of understanding, see example below)

SURNAME	FIRST NAME/S	I.D. NUMBER	BARGAINING COUNCIL NO.	SIGNATURE OF EMPLOYEE

Example of letter to be signed by every Employee:

"I, …… Hereby declare that I understand the consequences of the application of Exemption of the HBSI Pension

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Fund.

I agree to abide by the outcome.

Signature: ..... *Date:* .....

Full Name and Surname:
.....

15

ANNEXURE "E"

EXAMPLE OF PSC CALCULATION

The content of this annexure reflects an example as to how 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 20% [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.

Step 4

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

1. 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

2. 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: -

1. the monthly PSC of R588.60 should be divided by 21.67 [for a commission earner that works 5 days per week] = R27.16

2. the monthly PSC of R588.60 should be divided by 26 [for a commission earner that works 6 days per week] = R22.63

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' notice pay / is entitled to 10 days severance pay:–

the daily rate of 22.63 multiplied by 10 days;

= R226.30

Therefore, an amount of R226.30 will be payable (subject to the 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: _____/_____/_____

Remarks :_____

_____

_____

_____.

Print Name of Employee

_____

Signature of Employee

_____.

Print name of Employer

_____

Signature of Employer

ANNEXURE G

STUDENT AGREEMENT

Entered into by and between:

_____

(as more fully appears on the schedule reflected on page 2)

("the *Employer*")

and

_____

(as more fully appears on the schedule reflected on page 3)

("*the Student*")

and

_____

(as more fully appears on the schedule reflected on page 3 & 4)

("Legal Guardian"; if student is under 18 years)

and

_____

(as more fully appears on the schedule reflected on page 2 & 3)

("Training Provider")

Student Enrolment Number: _____

Council Employee Number: _____

(OFFICE USE ONLY)

1. **SCHEDULE**

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:

_____

1.5 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:

_____

1.11 Telephone number of Training provider, if not Employer:

_____

1.12 E-mail address of Training provider, if not Employer:

_____

1.13 Name of contact person at Training provider:

_____

1.14 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 signing 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:

_____

1.24 Postal address of legal guardian:

_____

1.25 Telephone number of legal guardian:

_____

1.26 E-mail address of legal guardian:

_____

1.27 Commencement date of this agreement:

_____

1.28 Termination date of this agreement:

_____

1.29 Workplace name and address i.e. place where Student will be executing duties and responsibilities:

_____

_____

_____

1.30 The basic salary shall be:

_____

2. **COMMENCEMENT 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.

3. **VALIDITY OF THIS AGREEMENT**

3.1 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*");

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

4. APPOINTMENT AND JOB 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 hairdresser."

4.3 The Student will be responsible to execute the duties and responsibilities as set forth in the main agreement as published.

5. 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 /or 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.

7.4 The grievance procedure guidelines and authorised form is attached.

8. **OUTWORK**

8.1 Unless having received prior written consent from the Employer, the Student shall not perform any similar duties 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 while 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;

9.1.1.9 to advise and provide copies to the Student 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 while under the Student Contract or after the termination of the contract.

9.2 **Student's responsibilities**

9.2.1 The Student 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. **TRAINING PROVIDER**

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;

10.2 The student shall:

10.2.1 provide the Student support as required by the student agreement;

10.2.2 record, monitor and retain details of training provided to the Student in terms of the student agreement;

10.2.3 conduct assessments in terms of the student agreement or cause it to be conducted; and

10.2.4 provide reports and assessment results to all parties on the Student's performance.

EMPLOYER:

SIGNED at _____ on this _____ day of _____ **20__**

Witnesses:

1 .....

2 .....
(*Signatures of witnesses*)

.....
EMPLOYER
(Signature)

.....
EMPLOYER
(Full Name)

STUDENT:

SIGNED at _____ on this _____ day of _____ **20__**

Witnesses:

1 .....

2 .....
(*Signatures of witnesses*)

.....
STUDENT
(Signature)

.....
STUDENT

(Full Name)

LEGAL GUARDIAN:

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

LEGAL GUARDIAN, IF STUDENT UNDER 18 YEARS
(Signature)

.....

LEGAL GUARDIAN, IF STUDENT UNDER 18 YEARS
(Full Name)

TRAINING PROVIDER:

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

TRAINING PROVIDER, IF APPLICABLE
(Signature)

.....

TRAINING PROVIDER, IF APPLICABLE
(Full Name)

(OFFICE USE ONLY)

Registered at the office of the _____ on this _____ day

of _____ 20_____

Name and signature _____

ADDENDUM A

GRIEVANCE PROCEDURE IN TERMS OF TRAINING IN THE STUDENT AGREEMENT

General Principles:

1. 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.

2. Should the grievance be in terms of the training provider, please refer the matter to City & Guilds for assistance.

3. 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.

4. 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.

5. 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.

7. 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.

9. This procedure may not be invoked as a result of any disciplinary action taken in accordance with the student agreement.

10. NO legal representation is permitted during this process.

STAGE 1:

All grievances shall be raised in writing on the grievance form, with the person concerned i.e. Employer, Manager and /or 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

1. When a grievance is lodged, 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.

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.

4. The chairperson of the meeting shall take responsibility for the fair conduct of the meeting. In this respect he/she shall ensure that:

   a) 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.

5. 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 **

GRIEVANCE FORM

Instruction: To be submitted to the Employer / Manager / Training Provider upon completion.

FULL NAME AND ID NUMBER OF STUDENT PRESENTING THE CONCERN

_____

SALON NAME _____

TRAINING PROVIDER _____

WHOM IS THE GRIEVANCE LODGED AGAINST? (RESPONDENT)

SALON / EMPLOYER YES / NO **TRAINING PROVIDER YES / NO**

FULL NAME AND POSITION OF RESPONDENT

_____

STAGE 1: DATE OF RAISING CONCERN _____
(To be resolved within three (3) working days or longer by mutual agreement)

NATURE OF GRIEVANCE

_____
_____
_____
_____
_____
_____
_____

DESIRED RESOLUTION OR SETTLEMENT

_____
_____

MEETING TOOK PLACE AT _____ **ON THIS** _____ **DAY OF** _____ **20**_____

RESPONSE (to be completed by the respondent)

_____
_____
_____
_____
_____
_____

OUTCOME (to be completed by the chairperson)

_____
_____
_____
_____
_____

SIGNATURE OF Respondent_____ **DATE** _____

I confirm that my concern has been **resolved / not resolved** to my satisfaction and I now **wish / do not wish** to lodge a formal grievance.

SIGNATURE of Student _____**DATE** _____

SIGNATURE of Representative (if applicable) _____**DATE** _____

** *Copy to be given to the Student and Respondent*

STAGE 2 (If the grievance remains unresolved, refer the matter to the National Bargaining Council for Hairdressing, Cosmetology Beauty & Skincare Industry)

REASON FOR MY CONTINUED DISSATISFACTION: (to be completed by student)

_____
_____
_____
_____

DATE OF RAISING CONCERN WITH THE COUNCIL _____

COUNCIL NOTES AND COMMENTS

_____
_____
_____
_____

DOCUMENTATION RECEIVED BY THE COUNCIL

_____
_____

DATE OF MEDIATION _____

OUTCOME OF MEDIATION

_____

_____

_____

DESIGNATED AGENT SIGNATURE _____ **DATE** _____

I confirm that the grievance has been **resolved / not** resolved to my satisfaction.

SIGNATURE of Student _____ **DATE** _____

SIGNATURE of Representative (if applicable) _____ **DATE** _____

** *Copy to be given to the Student and Respondent*

STAGE 3 If the grievance remains unresolved; 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.

REASON FOR MY CONTINUED DISSATISFACTION: (to be completed by student)

_____

_____

_____

_____

DATE OF RAISING THIS CONCERN WITH THE COUNCIL _____

COUNCIL NOTES AND COMMENTS

_____

_____

_____

DOCUMENTATION RECEIVED BY THE COUNCIL

_____

_____

NATURE OF DISPUTE REFERRAL (Council forms to be used to refer the matter further)_____

_____

_____

DESIGNATED AGENT SIGNATURE _____ **DATE** _____

I confirm that the grievance has been **referred to the council for dispute resolution**

SIGNATURE of Student _____ **DATE** _____

SIGNATURE of Representative (if applicable) _____ DATE _____

*** Copy to be given to the Student and Respondent*

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

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.

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 and paid in accordance with the provisions of paragraph 7 below.

5.2. A claim may be instituted by a member against the SPF for the Basic salary or Wage in respect of such member for such period of time that a member is absent from work due to illness or injury ("*the payment period*"). Should a member`s contribution be calculated and paid on a Basic salary or Wage that is more than that prescribed in the collective agreement ("*the actual Basic salary or wage*"), the member shall only be entitled to claim the actual Basic salary or Wage for the payment period, if the member`s contribution on the actual Basic salary or Wage has been paid to the SPF on at least 3 (three) consecutive occasions immediately prior to the claim being instituted.

5.3. The payment period shall be limited to:-

5.3.1. 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

5.3.2. 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*")

5.4. The following shall apply to the payment cycle:

5.4.1. a member shall not be able to transfer any days from the six day period to the seven day period or *vice versa*;

5.4.2. a member may claim against the SPF during any part of the payment cycle, limited to the number of days set forth in clause 5.2 above.

5.5. A member will only be able to institute a claim against the SPF during the payment period, if:-

5.5.1. the member is in possession of a medical certificate issued by a registered medical practitioner or registered traditional healer ("*the practitioner*"), clearly stating:-

5.5.1.1. the name, address and capacity of the practitioner issuing the medical certificate;

5.5.1.2. the specific diagnosis and nature of the illness;

5.5.1.3. the date upon which the member consulted with the practitioner;

5.5.1.4. the period that the member will be absent from work due to the illness.

5.6. 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 illness 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.

5.7. A claim against the SPF shall be calculated on the basis of the lesser of:-

5.7.1. the duration for which the member is absent from work due to illness or injury; or

5.7.2. the duration that the member may be absent from work due to illness, as indicated on the medical certificate.

5.8. 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.

6. **Benefits**

6.1. Illness and Injury

6.1.1. A member may claim the Basic salary or wage from the SPF for the period absent from work due to illness or injury, 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, payable on a monthly basis;

6.2.1.2. a period not exceeding 4 (four) months;

6.2.1.3. no more than 4 (four) children.

6.3.2 the following provision shall apply to a claim in respect of a maternity benefit:-

6.3.2.1 the female member shall only be entitled to claim the maternity benefit upon the child being born;

6.3.2.2 the maternity benefit will be paid in arrears, the first payment of which will be made on the last day of the month in which the child is born;

6.3.2.3. the maternity benefit will only apply for such period of time that the female member is absent from the workplace i.e should the female member elect to return to the workplace prior to the expiry of the 4 month period envisaged in clause 6.2.1.2 above, the maternity benefit will lapse upon the female member`s return to the workplace;

6.3.2.5 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 Phycologist 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 6.3.2.5 "stillborn" is defined as a child that is delivered after 24 (twenty four) weeks and weighs less that 500 (five hundred) grams.

6.3.2.6 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.

6.3.2.7 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.

6.3. Limitation on claims

6.3.1. A member shall have no claim against the SPF as a result of any illness or injury, should such illness or injury have been occasioned by:-

6.3.1.1. attempted suicide or intended self-injury;

6.3.1.2. the member being a participant in any sport or activity which the Bargaining Council, in its sole and absolute discretion, considers to be an extreme sport or activity, including but not

limited to, skydiving, motocross or motorcycle races, car races, rallies, paragliding, rock-climbing etc.

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 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 the illness or injury 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;

8.3.2.2. a certified copy of the member's identity document;

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 delivered to the SPF.

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 or a person claiming a death grant, as the case may be, 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.

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 of the Bargaining Council shall have no voting powers on the Management Committee.

11.3. Each of the chairperson, vice-chairperson and representatives nominated to the Management Committee, shall appoint an alternate.

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 Board, 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;

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 with 30 (thirty) 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 Audit Committee of the Board shall appoint 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/s and Employee/s 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 to the Bargaining Council and 3 persons appointed by the employee party 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 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 by 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.

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

ANNEXURE "H1"

REMUNERATION / BASIC SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101 - BEING THE PROVINCE OF GAUTENG, EXCLUDING THE MAGISTERIAL DISTRICTS OF ALBERTON, PRETORIA, WONDERBOOM, BRONKHORSPRUIT (KUNGWINI) AND CULLINAN

EOHCB Subscriptions	R 458.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 3,703.39	R 3,925.59	R 108.00	R 26.51	R 63.62	R 235.54	R 235.54	R 19.63	R 19.63
3014	Beauty Therapist / Health & Skincare Therapist	R 4,254.31	R 4,509.57	R 108.00	R 26.51	R 63.62	R 270.57	R 270.57	R 22.55	R 22.55
3022	Cleaner - Beauty	R 2,853.87	R 3,025.10	R 108.00	R 26.51	R 63.62	R 181.51	R 181.51	R 15.13	R 15.13
2010	General Assistant U/S	R 2,996.57	R 3,176.36	R 108.00	R 15.91	R 31.81	R 190.58	R 190.58	R 15.88	R 15.88
2012	General Assistant after 5 years	R 3,146.12	R 3,334.89	R 108.00	R 15.91	R 31.81	R 200.09	R 200.09	R 16.67	R 16.67
2014	General Assistant after 10 years	R 3,295.70	R 3,493.44	R 108.00	R 15.91	R 31.81	R 209.61	R 209.61	R 17.47	R 17.47
2020	Hairdresser - after 1st year qualified	R 5,320.72	R 5,639.97	R 108.00	R 26.51	R 75.55	R 338.40	R 338.40	R 28.20	R 28.20
2022	Hairdresser - Qualified S	R 7,592.85	R 8,048.43	R 108.00	R 26.51	R 75.55	R 482.91	R 482.91	R 40.24	R 40.24
2024	Hairdresser - Qualified - after 5 years	R 7,972.62	R 8,450.98	R 108.00	R 26.51	R 75.55	R 507.06	R 507.06	R 42.25	R 42.25
2026	Hairdresser - Qualified - after 10 years	R 8,352.39	R 8,853.53	R 108.00	R 26.51	R 75.55	R 531.21	R 531.21	R 44.27	R 44.27
2046	LEARNER – Entry Level	R 2,122.60	R 2,249.95	R 108.00	R 15.91	R 31.81	R 135.00	R 135.00	R 11.25	R 11.25
2048	LEARNER – Level 2	R 2,451.62	R 2,598.72	R 108.00	R 15.91	R 31.81	R 155.92	R 155.92	R 12.99	R 12.99
2050	LEARNER – Level 3	R 2,766.35	R 2,932.33	R 108.00	R 19.89	R 43.75	R 175.94	R 175.94	R 14.66	R 14.66
2052	LEARNER – Level 4	R 3,026.46	R 3,208.05	R 108.00	R 19.89	R 43.75	R 192.48	R 192.48	R 16.04	R 16.04
4000	STUDENTS - Entry Level	R 2,122.60	R 2,249.95	R 108.00	R 15.91	R 31.81	R 135.00	R 135.00	R 11.25	R 11.25
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,451.62	R 2,598.72	R 108.00	R 15.91	R 31.81	R 155.92	R 155.92	R 12.99	R 12.99
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,766.35	R 2,932.33	R 108.00	R 19.89	R 43.75	R 175.94	R 175.94	R 14.66	R 14.66
4003	STUDENTS - Module 6 (Level 5 & 6) S/S	R 3,026.46	R 3,208.05	R 108.00	R 19.89	R 43.75	R 192.48	R 192.48	R 16.04	R 16.04
3032	Manager - Beauty	R 7,191.62	R 7,623.12	R 108.00	R 26.51	R 63.62	R 457.39	R 457.39	R 38.12	R 38.12
2060	Manager - Hairdresser	R 7,556.42	R 8,009.81	R 108.00	R 26.51	R 75.55	R 480.59	R 480.59	R 40.05	R 40.05

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Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2062	Manager - Hairdresser after 5 years	R 7,933.59	R 8,409.61	R 108.00	R 26.51	R 75.55	R 504.58	R 504.58	R 42.05	R 42.05
2064	Manager - Hairdresser after 10 years	R 8,313.36	R 8,812.16	R 108.00	R 26.51	R 75.55	R 528.73	R 528.73	R 44.06	R 44.06
3030	Manager - only (Beauty Establishment)	R 5,431.04	R 5,756.90	R 108.00	R 26.51	R 63.62	R 345.41	R 345.41	R 28.78	R 28.78
2054	Manager - only (Hairdressing)	R 5,703.09	R 6,045.27	R 108.00	R 26.51	R 75.55	R 362.72	R 362.72	R 30.23	R 30.23
2056	Manager - only (Hairdressing) after 5 years	R 5,987.91	R 6,347.18	R 108.00	R 26.51	R 75.55	R 380.83	R 380.83	R 31.74	R 31.74
2058	Manager - only (Hairdressing) after 10 years	R 6,274.04	R 6,650.49	R 108.00	R 26.51	R 75.55	R 399.03	R 399.03	R 33.25	R 33.25
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,563.81	R 1,657.64	R 108.00	R 26.51	R 63.62	R 99.46	R 99.46	R 8.29	R 8.29
3040	Nail technician - Unqualified	R 2,430.35	R 2,576.17	R 108.00	R 26.51	R 63.62	R 154.57	R 154.57	R 12.88	R 12.88
3084	Nail Technician - Certified	R 2,501.13	R 2,651.20	R 108.00	R 26.51	R 63.62	R 159.07	R 159.07	R 13.26	R 13.26
3038	Nail technician - Qualified	R 2,917.99	R 3,093.07	R 108.00	R 26.51	R 63.62	R 185.58	R 185.58	R 15.47	R 15.47
3087	Massage Therapist - One Year Qualified	R 3,710.00	R 3,932.60	R 108.00	R 26.51	R 63.62	R 235.96	R 235.96	R 19.66	R 19.66
2067	Operator - Trainee	R 3,186.46	R 3,377.64	R 108.00	R 15.91	R 31.81	R 202.66	R 202.66	R 16.89	R 16.89
2068	Operator	R 4,835.59	R 5,125.73	R 108.00	R 15.91	R 31.81	R 307.54	R 307.54	R 25.63	R 25.63
2070	Operator - after 5 years	R 5,077.51	R 5,382.16	R 108.00	R 15.91	R 31.81	R 322.93	R 322.93	R 26.91	R 26.91
2072	Operator - after 10 years	R 5,319.42	R 5,638.58	R 108.00	R 15.91	R 31.81	R 338.32	R 338.32	R 28.19	R 28.19
2074	Operator - Multi skilled	R 5,350.63	R 5,671.66	R 108.00	R 15.91	R 31.81	R 340.30	R 340.30	R 28.36	R 28.36
2076	Operator - Multi skilled - after 5 years	R 5,618.55	R 5,955.66	R 108.00	R 15.91	R 31.81	R 357.34	R 357.34	R 29.78	R 29.78
2078	Operator - Multi skilled - after 10 years	R 5,885.17	R 6,238.28	R 108.00	R 15.91	R 31.81	R 374.30	R 374.30	R 31.19	R 31.19
3042	Receptionist - Beauty Establishment	R 4,902.27	R 5,196.40	R 108.00	R 26.51	R 63.62	R 311.78	R 311.78	R 25.98	R 25.98
2082	Receptionist - Hairdressing salon	R 5,297.30	R 5,615.13	R 108.00	R 26.51	R 63.62	R 336.91	R 336.91	R 28.08	R 28.08
2084	Receptionist - Hairdressing salon - after 5 years	R 5,562.62	R 5,896.37	R 108.00	R 26.51	R 63.62	R 353.78	R 353.78	R 29.48	R 29.48
2086	Receptionist - Hairdressing salon - after 10 years	R 5,826.64	R 6,176.24	R 108.00	R 26.51	R 63.62	R 370.57	R 370.57	R 30.88	R 30.88
3048	Somatologist - 3 Years	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 63.62	R 284.06	R 284.06	R 23.67	R 23.67
3052	Somatologist - B Tech - 4 years	R 4,883.17	R 5,176.16	R 108.00	R 26.51	R 63.62	R 310.57	R 310.57	R 25.88	R 25.88
3054	Somatologist - B Tech Laser	R 5,240.47	R 5,554.90	R 108.00	R 26.51	R 63.62	R 333.29	R 333.29	R 27.77	R 27.77
1012	Specific Skilled Stylist	R 3,012.16	R 3,192.89	R 108.00	R 26.51	R 75.55	R 191.57	R 191.57	R 15.96	R 15.96
1014	Specific Skilled Stylist - after 5 years	R 3,163.02	R 3,352.80	R 108.00	R 26.51	R 75.55	R 201.17	R 201.17	R 16.76	R 16.76
1016	Specific Skilled Stylist - after 10 years	R 3,313.91	R 3,512.74	R 108.00	R 26.51	R 75.55	R 210.76	R 210.76	R 17.56	R 17.56
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 2,211.00	R 2,343.66	R 108.00	R 26.51	R 75.55	R 140.62	R 140.62	R 11.72	R 11.72
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 2,321.55	R 2,460.84	R 108.00	R 26.51	R 75.55	R 147.65	R 147.65	R 12.30	R 12.30
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 2,432.10	R 2,578.02	R 108.00	R 26.51	R 75.55	R 154.68	R 154.68	R 12.89	R 12.89

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2089	Working Employer (in Salon with Staff)	R 7,592.85	R 8,048.43	R -	R -	R -	R -	R -	R 120.73	R -
2139	Rent A Chair / One Man Band (No Staff)	R 7,592.85	R 8,048.43	R 108.00	R 206.00	R -	R -	R -	R 241.45	R -

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
	COMMISSION EARNERS	All Stylist will be paid 40% commission **NO STOCK DEDUCTIONS ARE ALLOWED**								
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund								
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.								

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

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	R 354.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 3,144.28	R 3,332.93	R 108.00	R 26.51	R 63.62	R 199.98	R 199.98	R 16.66	R 16.66
3014	Beauty Therapist / Health & Skincare Therapist	R 3,509.80	R 3,720.39	R 108.00	R 26.51	R 63.62	R 223.22	R 223.22	R 18.60	R 18.60
3022	Cleaner - Beauty	R 2,354.44	R 2,495.71	R 108.00	R 26.51	R 63.62	R 149.74	R 149.74	R 12.48	R 12.48
2010	General Assistant U/5	R 2,426.90	R 2,572.52	R 108.00	R 15.91	R 31.81	R 154.35	R 154.35	R 12.86	R 12.86
2012	General Assistant after 5 years	R 2,547.85	R 2,700.72	R 108.00	R 15.91	R 31.81	R 162.04	R 162.04	R 13.50	R 13.50
2014	General Assistant after 10 years	R 2,670.11	R 2,830.31	R 108.00	R 15.91	R 31.81	R 169.82	R 169.82	R 14.15	R 14.15
2020	Hairdresser - after 1st year qualified	R 4,570.27	R 4,844.49	R 108.00	R 26.51	R 75.55	R 290.67	R 290.67	R 24.22	R 24.22
2022	Hairdresser - Qualified 5	R 5,489.78	R 5,819.17	R 108.00	R 26.51	R 75.55	R 349.15	R 349.15	R 29.10	R 29.10
2024	Hairdresser - Qualified - after 5 years	R 5,764.21	R 6,110.06	R 108.00	R 26.51	R 75.55	R 366.60	R 366.60	R 30.55	R 30.55
2026	Hairdresser - Qualified - after 10 years	R 6,038.64	R 6,400.96	R 108.00	R 26.51	R 75.55	R 384.06	R 384.06	R 32.00	R 32.00
2046	LEARNER – Entry Level	R 2,101.75	R 2,227.85	R 108.00	R 15.91	R 31.81	R 133.67	R 133.67	R 11.14	R 11.14
2048	LEARNER – Level 2	R 2,402.19	R 2,546.32	R 108.00	R 15.91	R 31.81	R 152.78	R 152.78	R 12.73	R 12.73
2050	LEARNER – Level 3	R 2,697.42	R 2,859.27	R 108.00	R 19.89	R 43.75	R 171.56	R 171.56	R 14.30	R 14.30
2052	LEARNER – Level 4	R 2,928.92	R 3,104.65	R 108.00	R 19.89	R 43.75	R 186.28	R 186.28	R 15.52	R 15.52
4000	STUDENTS - Entry Level	R 2,101.75	R 2,227.85	R 108.00	R 15.91	R 31.81	R 133.67	R 133.67	R 11.14	R 11.14
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,402.19	R 2,546.32	R 108.00	R 15.91	R 31.81	R 152.78	R 152.78	R 12.73	R 12.73
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,697.42	R 2,859.27	R 108.00	R 19.89	R 43.75	R 171.56	R 171.56	R 14.30	R 14.30
4003	STUDENTS - Module 6 (Level 5 & 6) 5/5	R 2,928.92	R 3,104.65	R 108.00	R 19.89	R 43.75	R 186.28	R 186.28	R 15.52	R 15.52
3032	Manager - Beauty	R 5,936.80	R 6,293.00	R 108.00	R 26.51	R 63.62	R 377.58	R 377.58	R 31.47	R 31.47

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2060	Manager - Hairdresser	R 5,573.02	R 5,907.41	R 108.00	R 26.51	R 75.55	R 354.44	R 354.44	R 29.54	R 29.54
2062	Manager - Hairdresser after 5 years	R 5,851.35	R 6,202.43	R 108.00	R 26.51	R 75.55	R 372.15	R 372.15	R 31.01	R 31.01
2064	Manager - Hairdresser after 10 years	R 6,129.68	R 6,497.46	R 108.00	R 26.51	R 75.55	R 389.85	R 389.85	R 32.49	R 32.49
3030	Manager - only (Beauty Establishment)	R 4,480.60	R 4,749.43	R 108.00	R 26.51	R 63.62	R 284.97	R 284.97	R 23.75	R 23.75
2054	Manager - only (Hairdressing)	R 3,739.19	R 3,963.54	R 108.00	R 26.51	R 75.55	R 237.81	R 237.81	R 19.82	R 19.82
2056	Manager - only (Hairdressing) after 5 years	R 3,926.48	R 4,162.07	R 108.00	R 26.51	R 75.55	R 249.72	R 249.72	R 20.81	R 20.81
2058	Manager - only (Hairdressing) after 10 years	R 4,113.76	R 4,360.59	R 108.00	R 26.51	R 75.55	R 261.64	R 261.64	R 21.80	R 21.80
3034	Manicurist / Pedicurist / Wax Technician	R 1,984.83	R 2,103.92	R 108.00	R 26.51	R 63.62	R 126.24	R 126.24	R 10.52	R 10.52
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,290.14	R 1,367.54	R 108.00	R 26.51	R 63.62	R 82.05	R 82.05	R 6.84	R 6.84
3040	Nail technician - Unqualified	R 2,005.03	R 2,125.33	R 108.00	R 26.51	R 63.62	R 127.52	R 127.52	R 10.63	R 10.63
3084	Nail Technician - Certified	R 2,063.44	R 2,187.25	R 108.00	R 26.51	R 63.62	R 131.23	R 131.23	R 10.94	R 10.94
3038	Nail technician - Qualified	R 2,407.34	R 2,551.79	R 108.00	R 26.51	R 63.62	R 153.11	R 153.11	R 12.76	R 12.76
3087	Massage Therapist - One Year Qualified	R 2,438.00	R 2,584.28	R 108.00	R 26.51	R 63.62	R 155.06	R 155.06	R 12.92	R 12.92
2067	Operator - Trainee	R 2,209.71	R 2,342.29	R 108.00	R 15.91	R 31.81	R 140.54	R 140.54	R 11.71	R 11.71
2068	Operator	R 2,710.43	R 2,873.06	R 108.00	R 15.91	R 31.81	R 172.38	R 172.38	R 14.37	R 14.37
2070	Operator - after 5 years	R 2,845.69	R 3,016.43	R 108.00	R 15.91	R 31.81	R 180.99	R 180.99	R 15.08	R 15.08
2072	Operator - after 10 years	R 2,982.26	R 3,161.19	R 108.00	R 15.91	R 31.81	R 189.67	R 189.67	R 15.81	R 15.81
2074	Operator - Multi skilled	R 3,312.60	R 3,511.35	R 108.00	R 15.91	R 31.81	R 210.68	R 210.68	R 17.56	R 17.56
2076	Operator - Multi skilled - after 5 years	R 3,477.78	R 3,686.44	R 108.00	R 15.91	R 31.81	R 221.19	R 221.19	R 18.43	R 18.43
2078	Operator - Multi skilled - after 10 years	R 3,644.25	R 3,862.90	R 108.00	R 15.91	R 31.81	R 231.77	R 231.77	R 19.31	R 19.31
3042	Receptionist - Beauty Establishment	R 4,044.37	R 4,287.03	R 108.00	R 26.51	R 63.62	R 257.22	R 257.22	R 21.44	R 21.44
2080	Receptionist- First year of experience	R 4,130.67	R 4,378.51	R 108.00	R 26.51	R 63.62	R 262.71	R 262.71	R 21.89	R 21.89
2082	Receptionist - Hairdressing salon	R 4,927.94	R 5,223.62	R 108.00	R 26.51	R 63.62	R 313.42	R 313.42	R 26.12	R 26.12
2084	Receptionist - Hairdressing salon - after 5 years	R 5,173.75	R 5,484.18	R 108.00	R 26.51	R 63.62	R 329.05	R 329.05	R 27.42	R 27.42
2086	Receptionist - Hairdressing salon - after 10 years	R 5,422.15	R 5,747.48	R 108.00	R 26.51	R 63.62	R 344.85	R 344.85	R 28.74	R 28.74
3048	Somatologist 3 Years	R 3,684.71	R 3,905.79	R 108.00	R 26.51	R 63.62	R 234.35	R 234.35	R 19.53	R 19.53
3052	Somatologist B Tech - 4 years	R 4,028.61	R 4,270.33	R 108.00	R 26.51	R 63.62	R 256.22	R 256.22	R 21.35	R 21.35
3054	Somatologist - B Tech Laser	R 4,323.39	R 4,582.79	R 108.00	R 26.51	R 63.62	R 274.97	R 274.97	R 22.91	R 22.91
1012	Specific Skilled Stylist	R 2,148.57	R 2,277.48	R 108.00	R 26.51	R 75.55	R 136.65	R 136.65	R 11.39	R 11.39
1014	Specific Skilled Stylist - after 5 years	R 2,256.53	R 2,391.92	R 108.00	R 26.51	R 75.55	R 143.52	R 143.52	R 11.96	R 11.96
1016	Specific Skilled Stylist - after 10 years	R 2,363.16	R 2,504.95	R 108.00	R 26.51	R 75.55	R 150.30	R 150.30	R 12.52	R 12.52
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,400.73	R 1,484.77	R 108.00	R 26.51	R 75.55	R 89.09	R 89.09	R 7.42	R 7.42

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,470.96	R 1,559.22	R 108.00	R 26.51	R 75.55	R 93.55	R 93.55	R 7.80	R 7.80
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,541.20	R 1,633.67	R 108.00	R 26.51	R 75.55	R 98.02	R 98.02	R 8.17	R 8.17
2089	Working Employer (in Salon with Staff)	R 5,489.78	R 5,819.17	R -	R -	R -	R -	R -	R 87.29	R -
2139	Rent A Chair / One Man Band (No Staff)	R 5,489.78	R 5,819.17	R 108.00	R 206.00	R -	R -	R -	R 174.58	R -

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
	SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.								
	COMMISSION EARNERS	All Stylist will be paid 40% commission **NO STOCK DEDUCTIONS ARE ALLOWED**								
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund								
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.								

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

ANNEXURE "H3"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 103 BEING KIMBERLEY AND ALL OF THE OTHER MAGISTERIAL DISTRICTS OF THE NORTHERN CAPE.

EOHCB Subscriptions	R 380.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 85.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 85.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 85.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,553.54	R 2,706.75	R 108.00	R 85.00	R 26.51	R 63.62	R 162.41	R 162.41	R 13.53	R 13.53
3014	Beauty Therapist / Health & Skincare Therapist	R 2,850.38	R 3,021.41	R 108.00	R 85.00	R 26.51	R 63.62	R 181.28	R 181.28	R 15.11	R 15.11
3022	Cleaner - Beauty	R 1,912.10	R 2,026.83	R 108.00	R 85.00	R 26.51	R 63.62	R 121.61	R 121.61	R 10.13	R 10.13
2010	General Assistant	R 1,302.04	R 1,380.16	R 108.00	R 85.00	R 15.91	R 31.81	R 82.81	R 82.81	R 6.90	R 6.90
2012	General Assistant after 5 years	R 1,364.88	R 1,446.77	R 108.00	R 85.00	R 15.91	R 31.81	R 86.81	R 86.81	R 7.23	R 7.23
2014	General Assistant after 10 years	R 1,404.64	R 1,488.92	R 108.00	R 85.00	R 15.91	R 31.81	R 89.33	R 89.33	R 7.44	R 7.44
2020	Hairdresser - after 1st year qualified	R 2,632.39	R 2,790.34	R 108.00	R 85.00	R 26.51	R 75.55	R 167.42	R 167.42	R 13.95	R 13.95
2022	Hairdresser - Qualified	R 3,111.00	R 3,297.66	R 108.00	R 85.00	R 26.51	R 75.55	R 197.86	R 197.86	R 16.49	R 16.49
2024	Hairdresser - Qualified - after 5 years	R 3,267.08	R 3,463.10	R 108.00	R 85.00	R 26.51	R 75.55	R 207.79	R 207.79	R 17.32	R 17.32
2026	Hairdresser - Qualified - after 10 years	R 3,423.15	R 3,628.54	R 108.00	R 85.00	R 26.51	R 75.55	R 217.71	R 217.71	R 18.14	R 18.14
2046	LEARNER – Entry Level	R 1,516.87	R 1,607.88	R 108.00	R 85.00	R 15.91	R 31.81	R 96.47	R 96.47	R 8.04	R 8.04
2048	LEARNER – Level 2	R 1,664.76	R 1,764.65	R 108.00	R 85.00	R 15.91	R 31.81	R 105.88	R 105.88	R 8.82	R 8.82
2050	LEARNER – Level 3	R 1,958.68	R 2,076.20	R 108.00	R 85.00	R 19.89	R 43.75	R 124.57	R 124.57	R 10.38	R 10.38
2052	LEARNER – Level 4	R 2,161.57	R 2,291.27	R 108.00	R 85.00	R 19.89	R 43.75	R 137.48	R 137.48	R 11.46	R 11.46
4000	STUDENTS - Entry Level	R 1,516.87	R 1,607.88	R 108.00	R 85.00	R 15.91	R 31.81	R 96.47	R 96.47	R 8.04	R 8.04
4001	STUDENTS - Module 2 (Level 1 & 2)	R 1,664.76	R 1,764.65	R 108.00	R 85.00	R 15.91	R 31.81	R 105.88	R 105.88	R 8.82	R 8.82
4002	STUDENTS - Module 4 (Level 3 & 4)	R 1,958.68	R 2,076.20	R 108.00	R 85.00	R 19.89	R 43.75	R 124.57	R 124.57	R 10.38	R 10.38
4003	STUDENTS - Module 6 (Level 5 & 6)	R 2,161.57	R 2,291.27	R 108.00	R 85.00	R 19.89	R 43.75	R 137.48	R 137.48	R 11.46	R 11.46
3032	Manager - Beauty	R 4,821.40	R 5,110.68	R 108.00	R 85.00	R 26.51	R 63.62	R 306.64	R 306.64	R 25.55	R 25.55
2060	Manager - Hairdresser	R 4,961.75	R 5,259.46	R 108.00	R 85.00	R 26.51	R 75.55	R 315.57	R 315.57	R 26.30	R 26.30
2062	Manager - Hairdresser after 5 years	R 5,208.86	R 5,521.39	R 108.00	R 85.00	R 26.51	R 75.55	R 331.28	R 331.28	R 27.61	R 27.61
2064	Manager - Hairdresser after 10 years	R 5,458.58	R 5,786.09	R 108.00	R 85.00	R 26.51	R 75.55	R 347.17	R 347.17	R 28.93	R 28.93
3030	Manager - only (Beauty Establishment)	R 3,638.79	R 3,857.12	R 108.00	R 85.00	R 26.51	R 63.62	R 231.43	R 231.43	R 19.29	R 19.29
2054	Manager - only (Hairdressing)	R 3,839.33	R 4,069.69	R 108.00	R 85.00	R 26.51	R 75.55	R 244.18	R 244.18	R 20.35	R 20.35
2056	Manager - only (Hairdressing) after 5 years	R 4,030.53	R 4,272.37	R 108.00	R 85.00	R 26.51	R 75.55	R 256.34	R 256.34	R 21.36	R 21.36
2058	Manager - only (Hairdressing) after 10 years	R 4,224.32	R 4,477.78	R 108.00	R 85.00	R 26.51	R 75.55	R 268.67	R 268.67	R 22.39	R 22.39
3034	Manicurist / Pedicurist / Wax Technician	R 1,527.42	R 1,619.06	R 108.00	R 85.00	R 26.51	R 63.62	R 97.14	R 97.14	R 8.10	R 8.10

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,047.75	R 1,110.61	R 108.00	R 85.00	R 26.51	R 63.62	R 66.64	R 66.64	R 5.55	R 5.55
3040	Nail technician - Unqualified	R 1,628.33	R 1,726.03	R 108.00	R 85.00	R 26.51	R 63.62	R 103.56	R 103.56	R 8.63	R 8.63
3084	Nail Technician - Certified	R 1,675.76	R 1,776.31	R 108.00	R 85.00	R 26.51	R 63.62	R 106.58	R 106.58	R 8.88	R 8.88
3038	Nail technician - Qualified	R 1,955.05	R 2,072.36	R 108.00	R 85.00	R 26.51	R 63.62	R 124.34	R 124.34	R 10.36	R 10.36
3087	One Year Qualified Message Therapist	R 2,438.00	R 2,584.28	R 108.00	R 85.00	R 26.51	R 63.62	R 155.06	R 155.06	R 12.92	R 12.92
2067	Operator - Trainee	R 1,637.85	R 1,736.12	R 108.00	R 85.00	R 15.91	R 31.81	R 104.17	R 104.17	R 8.68	R 8.68
2068	Operator	R 2,206.34	R 2,338.72	R 108.00	R 85.00	R 15.91	R 31.81	R 140.32	R 140.32	R 11.69	R 11.69
2070	Operator - after 5 years	R 2,317.65	R 2,456.71	R 108.00	R 85.00	R 15.91	R 31.81	R 147.40	R 147.40	R 12.28	R 12.28
2072	Operator - after 10 years	R 2,427.62	R 2,573.28	R 108.00	R 85.00	R 15.91	R 31.81	R 154.40	R 154.40	R 12.87	R 12.87
2074	Operator - Multi skilled	R 2,731.09	R 2,894.96	R 108.00	R 85.00	R 15.91	R 31.81	R 173.70	R 173.70	R 14.47	R 14.47
2076	Operator - Multi skilled - after 5 years	R 2,866.26	R 3,038.23	R 108.00	R 85.00	R 15.91	R 31.81	R 182.29	R 182.29	R 15.19	R 15.19
2078	Operator - Multi skilled - after 10 years	R 3,002.75	R 3,182.91	R 108.00	R 85.00	R 15.91	R 31.81	R 190.97	R 190.97	R 15.91	R 15.91
3042	Receptionist - Beauty Establishment	R 3,284.52	R 3,481.59	R 108.00	R 85.00	R 26.51	R 63.62	R 208.90	R 208.90	R 17.41	R 17.41
2082	Receptionist - Hairdressing salon	R 2,754.65	R 2,919.93	R 108.00	R 85.00	R 26.51	R 63.62	R 175.20	R 175.20	R 14.60	R 14.60
2084	Receptionist - Hairdressing salon - after 5 years	R 2,892.52	R 3,066.07	R 108.00	R 85.00	R 26.51	R 63.62	R 183.96	R 183.96	R 15.33	R 15.33
2086	Receptionist - Hairdressing salon - after 10 years	R 3,030.37	R 3,212.19	R 108.00	R 85.00	R 26.51	R 63.62	R 192.73	R 192.73	R 16.06	R 16.06
3048	Somatologist 3 Years	R 2,992.43	R 3,171.98	R 108.00	R 85.00	R 26.51	R 63.62	R 190.32	R 190.32	R 15.86	R 15.86
3052	Somatologist B Tech - 4 years	R 3,271.72	R 3,468.03	R 108.00	R 85.00	R 26.51	R 63.62	R 208.08	R 208.08	R 17.34	R 17.34
3054	B Tech Laser Somatologist	R 3,511.11	R 3,721.78	R 108.00	R 85.00	R 26.51	R 63.62	R 223.31	R 223.31	R 18.61	R 18.61
1012	Specific Skilled Stylist	R 1,827.33	R 1,936.97	R 108.00	R 85.00	R 26.51	R 75.55	R 116.22	R 116.22	R 9.68	R 9.68
1014	Specific Skilled Stylist - after 5 years	R 1,918.37	R 2,033.47	R 108.00	R 85.00	R 26.51	R 75.55	R 122.01	R 122.01	R 10.17	R 10.17
1016	Specific Skilled Stylist - after 10 years	R 2,009.41	R 2,129.97	R 108.00	R 85.00	R 26.51	R 75.55	R 127.80	R 127.80	R 10.65	R 10.65
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,117.21	R 1,184.24	R 108.00	R 85.00	R 26.51	R 75.55	R 71.05	R 71.05	R 5.92	R 5.92
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,227.76	R 1,301.42	R 108.00	R 85.00	R 26.51	R 75.55	R 78.09	R 78.09	R 6.51	R 6.51
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,173.12	R 1,243.51	R 108.00	R 85.00	R 26.51	R 75.55	R 74.61	R 74.61	R 6.22	R 6.22
2089	Working Employer (in Salon with Staff)	R 3,111.00	R 3,297.66	R -	R -	R -	R -	R -	R -	R 49.46	R -
2139	Rent A Chair / One Man Band (No Staff)	R 3,111.00	R 3,297.66	R 108.00	R -	R 206.00	R -	R -	R -	R 98.93	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
	PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.									
	WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017									
	PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.									
	DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)									
	SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.									
	COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees and employed on or after 2010, whom will receive a minimum of 30% commission. Qualified Hairdressers / Stylists, which are employees and employed prior to 2010, whom will receive a minimum 40% Commission **NO STOCK DEDUCTIONS ARE ALLOWED**									
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund									
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.									

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Skincare Industry

ANNEXURE "H4"

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

EOHCB Subscriptions	R 354.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,872.59	R 3,044.94	R 108.00	R 26.51	R 63.62	R 182.70	R 182.70	R 15.22	R 15.22
3014	Beauty Therapist / Health & Skincare Therapist	R 3,620.42	R 3,837.64	R 108.00	R 26.51	R 63.62	R 230.26	R 230.26	R 19.19	R 19.19
3022	Cleaner - Beauty	R 2,428.64	R 2,574.36	R 108.00	R 26.51	R 63.62	R 154.46	R 154.46	R 12.87	R 12.87
2010	General Assistant U/D	R 2,579.08	R 2,733.82	R 108.00	R 15.91	R 31.81	R 164.03	R 164.03	R 13.67	R 13.67
2012	General Assistant after 5 years	R 2,707.82	R 2,870.29	R 108.00	R 15.91	R 31.81	R 172.22	R 172.22	R 14.35	R 14.35
2014	General Assistant after 10 years	R 2,837.87	R 3,008.15	R 108.00	R 15.91	R 31.81	R 180.49	R 180.49	R 15.04	R 15.04
2020	Hairdresser - after 1st year qualified	R 4,436.31	R 4,702.49	R 108.00	R 26.51	R 75.55	R 282.15	R 282.15	R 23.51	R 23.51
2022	Hairdresser - Qualified S	R 5,037.18	R 5,339.41	R 108.00	R 26.51	R 75.55	R 320.36	R 320.36	R 26.70	R 26.70
2024	Hairdresser - Qualified - after 5 years	R 5,289.50	R 5,606.87	R 108.00	R 26.51	R 75.55	R 336.41	R 336.41	R 28.03	R 28.03
2026	Hairdresser - Qualified - after 10 years	R 5,541.32	R 5,873.80	R 108.00	R 26.51	R 75.55	R 352.43	R 352.43	R 29.37	R 29.37
2046	LEARNER – Entry Level	R 2,101.75	R 2,227.85	R 108.00	R 15.91	R 31.81	R 133.67	R 133.67	R 11.14	R 11.14
2048	LEARNER – Level 2	R 2,425.60	R 2,571.13	R 108.00	R 15.91	R 31.81	R 154.27	R 154.27	R 12.86	R 12.86
2050	LEARNER – Level 3	R 2,722.13	R 2,885.46	R 108.00	R 19.89	R 43.75	R 173.13	R 173.13	R 14.43	R 14.43
2052	LEARNER – Level 4	R 2,957.54	R 3,134.99	R 108.00	R 19.89	R 43.75	R 188.10	R 188.10	R 15.67	R 15.67
4000	STUDENTS - Entry Level	R 2,101.75	R 2,227.85	R 108.00	R 15.91	R 31.81	R 133.67	R 133.67	R 11.14	R 11.14
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,425.60	R 2,571.13	R 108.00	R 15.91	R 31.81	R 154.27	R 154.27	R 12.86	R 12.86
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,722.13	R 2,885.46	R 108.00	R 19.89	R 43.75	R 173.13	R 173.13	R 14.43	R 14.43
4003	STUDENTS - Module 6 (Level 5 & 6) S/D	R 2,957.54	R 3,134.99	R 108.00	R 19.89	R 43.75	R 188.10	R 188.10	R 15.67	R 15.67
3032	Manager - Beauty	R 6,123.89	R 6,491.32	R 108.00	R 26.51	R 63.62	R 389.48	R 389.48	R 32.46	R 32.46

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2060	Manager - Hairdresser	R 5,712.18	R 6,054.91	R 108.00	R 26.51	R 75.55	R 363.29	R 363.29	R 30.27	R 30.27
2062	Manager - Hairdresser after 5 years	R 5,998.32	R 6,358.22	R 108.00	R 26.51	R 75.55	R 381.49	R 381.49	R 31.79	R 31.79
2064	Manager - Hairdresser after 10 years	R 6,283.15	R 6,660.14	R 108.00	R 26.51	R 75.55	R 399.61	R 399.61	R 33.30	R 33.30
3030	Manager - only (Beauty Establishment)	R 4,621.80	R 4,899.11	R 108.00	R 26.51	R 63.62	R 293.95	R 293.95	R 24.50	R 24.50
2054	Manager - only (Hairdressing)	R 4,705.53	R 4,987.86	R 108.00	R 26.51	R 75.55	R 299.27	R 299.27	R 24.94	R 24.94
2056	Manager - only (Hairdressing) after 5 years	R 4,940.95	R 5,237.40	R 108.00	R 26.51	R 75.55	R 314.24	R 314.24	R 26.19	R 26.19
2058	Manager - only (Hairdressing) after 10 years	R 5,176.35	R 5,486.93	R 108.00	R 26.51	R 75.55	R 329.22	R 329.22	R 27.43	R 27.43
3034	Manicurist / Pedicurist / Wax Technician	R 2,047.38	R 2,170.22	R 108.00	R 26.51	R 63.62	R 130.21	R 130.21	R 10.85	R 10.85
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,330.79	R 1,410.63	R 108.00	R 26.51	R 63.62	R 84.64	R 84.64	R 7.05	R 7.05
3040	Nail technician - Unqualified	R 2,068.23	R 2,192.32	R 108.00	R 26.51	R 63.62	R 131.54	R 131.54	R 10.96	R 10.96
3084	Nail Technician - Certified	R 2,128.47	R 2,256.18	R 108.00	R 26.51	R 63.62	R 135.37	R 135.37	R 11.28	R 11.28
3038	Nail technician - Qualified	R 2,483.20	R 2,632.19	R 108.00	R 26.51	R 63.62	R 157.93	R 157.93	R 13.16	R 13.16
3087	Massage Therapist - One Year Qualified	R 2,438.00	R 2,584.28	R 108.00	R 26.51	R 63.62	R 155.06	R 155.06	R 12.92	R 12.92
2067	Operator - Trainee	R 2,367.08	R 2,509.10	R 108.00	R 15.91	R 31.81	R 150.55	R 150.55	R 12.55	R 12.55
2068	Operator	R 3,009.56	R 3,190.14	R 108.00	R 15.91	R 31.81	R 191.41	R 191.41	R 15.95	R 15.95
2070	Operator - after 5 years	R 3,160.44	R 3,350.07	R 108.00	R 15.91	R 31.81	R 201.00	R 201.00	R 16.75	R 16.75
2072	Operator - after 10 years	R 3,310.00	R 3,508.60	R 108.00	R 15.91	R 31.81	R 210.52	R 210.52	R 17.54	R 17.54
2074	Operator - Multi skilled	R 3,477.78	R 3,686.44	R 108.00	R 15.91	R 31.81	R 221.19	R 221.19	R 18.43	R 18.43
2076	Operator - Multi skilled - after 5 years	R 3,652.06	R 3,871.18	R 108.00	R 15.91	R 31.81	R 232.27	R 232.27	R 19.36	R 19.36
2078	Operator - Multi skilled - after 10 years	R 3,826.34	R 4,055.92	R 108.00	R 15.91	R 31.81	R 243.35	R 243.35	R 20.28	R 20.28
3042	Receptionist - Beauty Establishment	R 4,171.83	R 4,422.14	R 108.00	R 26.51	R 63.62	R 265.33	R 265.33	R 22.11	R 22.11
2080	Receptionist - First year of experience	R 3,765.20	R 3,991.12	R 108.00	R 26.51	R 63.62	R 239.47	R 239.47	R 19.96	R 19.96
2082	Receptionist - Hairdressing salon	R 4,558.57	R 4,832.09	R 108.00	R 26.51	R 63.62	R 289.93	R 289.93	R 24.16	R 24.16
2084	Receptionist - Hairdressing salon - after 5 years	R 4,786.17	R 5,073.33	R 108.00	R 26.51	R 63.62	R 304.40	R 304.40	R 25.37	R 25.37
2086	Receptionist - Hairdressing salon - after 10 years	R 5,015.07	R 5,315.98	R 108.00	R 26.51	R 63.62	R 318.96	R 318.96	R 26.58	R 26.58
3048	Somatologist 3 Years	R 3,800.82	R 4,028.87	R 108.00	R 26.51	R 63.62	R 241.73	R 241.73	R 20.14	R 20.14
3052	Somatologist B Tech - 4 years	R 4,155.58	R 4,404.92	R 108.00	R 26.51	R 63.62	R 264.29	R 264.29	R 22.02	R 22.02
3054	Somatologist - B Tech Laser	R 4,459.63	R 4,727.21	R 108.00	R 26.51	R 63.62	R 283.63	R 283.63	R 23.64	R 23.64
1012	Specific Skilled Stylist	R 2,191.50	R 2,322.99	R 108.00	R 26.51	R 75.55	R 139.38	R 139.38	R 11.61	R 11.61
1014	Specific Skilled Stylist - after 5 years	R 2,300.75	R 2,438.80	R 108.00	R 26.51	R 75.55	R 146.33	R 146.33	R 12.19	R 12.19
1016	Specific Skilled Stylist - after 10 years	R 2,411.29	R 2,555.97	R 108.00	R 26.51	R 75.55	R 153.36	R 153.36	R 12.78	R 12.78
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,428.05	R 1,513.74	R 108.00	R 26.51	R 75.55	R 90.82	R 90.82	R 7.57	R 7.57

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NATIONAL BARGAINING COUNCIL
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Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,499.58	R 1,589.56	R 108.00	R 26.51	R 75.55	R 95.37	R 95.37	R 7.95	R 7.95
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,571.12	R 1,665.39	R 108.00	R 26.51	R 75.55	R 99.92	R 99.92	R 8.33	R 8.33
2089	Working Employer (in Salon with Staff)	R 5,037.18	R 5,339.41	R -	R -	R -	R -	R -	R 80.09	R -
2139	Rent A Chair / One Man Band (No Staff)	R 5,037.18	R 5,339.41	R 108.00	R 206.00	R -	R -	R -	R 160.18	R -

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.

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NATIONAL BARGAINING COUNCIL
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Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
	COMMISSION EARNERS	All Stylist will be paid 40% commission **NO STOCK DEDUCTIONS ARE ALLOWED**								
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund								
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.								

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

ANNEXURE "H5"

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

EOHCB Subscriptions	R 458.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 3,703.39	R 3,925.59	R 108.00	R 26.51	R 63.62	R 235.54	R 235.54	R 19.63	R 19.63
3014	Beauty Therapist / Health & Skincare Therapist	R 4,254.31	R 4,509.57	R 108.00	R 26.51	R 63.62	R 270.57	R 270.57	R 22.55	R 22.55
3022	Cleaner - Beauty	R 2,853.87	R 3,025.10	R 108.00	R 26.51	R 63.62	R 181.51	R 181.51	R 15.13	R 15.13
2010	General Assistant U/S	R 1,749.04	R 1,853.98	R 108.00	R 15.91	R 31.81	R 111.24	R 111.24	R 9.27	R 9.27
2012	General Assistant after 5 years	R 1,837.02	R 1,947.24	R 108.00	R 15.91	R 31.81	R 116.83	R 116.83	R 9.74	R 9.74
2014	General Assistant after 10 years	R 1,925.01	R 2,040.51	R 108.00	R 15.91	R 31.81	R 122.43	R 122.43	R 10.20	R 10.20
2020	Hairdresser - after 1st year qualified	R 3,529.60	R 3,741.37	R 108.00	R 26.51	R 75.55	R 224.48	R 224.48	R 18.71	R 18.71
2022	Hairdresser - Qualified S	R 4,710.08	R 4,992.68	R 108.00	R 26.51	R 75.55	R 299.56	R 299.56	R 24.96	R 24.96
2024	Hairdresser - Qualified - after 5 years	R 4,945.12	R 5,241.83	R 108.00	R 26.51	R 75.55	R 314.51	R 314.51	R 26.21	R 26.21
2026	Hairdresser - Qualified - after 10 years	R 5,180.16	R 5,490.97	R 108.00	R 26.51	R 75.55	R 329.46	R 329.46	R 27.45	R 27.45
2046	LEARNER – Entry Level	R 1,935.52	R 2,051.65	R 108.00	R 15.91	R 31.81	R 123.10	R 123.10	R 10.26	R 10.26
2048	LEARNER – Level 2	R 2,287.42	R 2,424.66	R 108.00	R 15.91	R 31.81	R 145.48	R 145.48	R 12.12	R 12.12
2050	LEARNER – Level 3	R 2,569.73	R 2,723.91	R 108.00	R 19.89	R 43.75	R 163.43	R 163.43	R 13.62	R 13.62
2052	LEARNER – Level 4	R 2,819.23	R 2,988.38	R 108.00	R 19.89	R 43.75	R 179.30	R 179.30	R 14.94	R 14.94
4000	STUDENTS - Entry Level	R 1,935.52	R 2,051.65	R 108.00	R 16.51	R 33.01	R 123.10	R 123.10	R 10.26	R 10.26
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,287.42	R 2,424.66	R 108.00	R 16.51	R 33.01	R 145.48	R 145.48	R 12.12	R 12.12
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,569.73	R 2,723.91	R 108.00	R 20.64	R 45.40	R 163.43	R 163.43	R 13.62	R 13.62
4003	STUDENTS - Module 6 (Level 5 & 6) S/S	R 2,819.23	R 2,988.38	R 108.00	R 20.64	R 45.40	R 179.30	R 179.30	R 14.94	R 14.94
3032	Manager - Beauty	R 7,196.12	R 7,627.88	R 108.00	R 26.51	R 63.62	R 457.67	R 457.67	R 38.14	R 38.14

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2060	Manager - Hairdresser	R 6,126.92	R 6,494.53	R 108.00	R 26.51	R 75.55	R 389.67	R 389.67	R 32.47	R 32.47
2062	Manager - Hairdresser after 5 years	R 6,432.85	R 6,818.83	R 108.00	R 26.51	R 75.55	R 409.13	R 409.13	R 34.09	R 34.09
2064	Manager - Hairdresser after 10 years	R 6,738.80	R 7,143.13	R 108.00	R 26.51	R 75.55	R 428.59	R 428.59	R 35.72	R 35.72
3030	Manager - only (Beauty Establishment)	R 5,431.04	R 5,756.90	R 108.00	R 26.51	R 63.62	R 345.41	R 345.41	R 28.78	R 28.78
2054	Manager - only (Hairdressing)	R 4,959.56	R 5,257.13	R 108.00	R 26.51	R 75.55	R 315.43	R 315.43	R 26.29	R 26.29
2056	Manager - only (Hairdressing) after 5 years	R 5,156.84	R 5,466.25	R 108.00	R 26.51	R 75.55	R 327.97	R 327.97	R 27.33	R 27.33
2058	Manager - only (Hairdressing) after 10 years	R 5,402.65	R 5,726.81	R 108.00	R 26.51	R 75.55	R 343.61	R 343.61	R 28.63	R 28.63
3034	Manicurist / Pedicurist / Wax Technician	R 2,405.85	R 2,550.20	R 108.00	R 26.51	R 63.62	R 153.01	R 153.01	R 12.75	R 12.75
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,563.81	R 1,657.64	R 108.00	R 26.51	R 63.62	R 99.46	R 99.46	R 8.29	R 8.29
3040	Nail technician - Unqualified	R 2,430.35	R 2,576.17	R 108.00	R 26.51	R 63.62	R 154.57	R 154.57	R 12.88	R 12.88
3084	Nail Technician - Certified	R 2,501.13	R 2,651.20	R 108.00	R 26.51	R 63.62	R 159.07	R 159.07	R 13.26	R 13.26
3038	Nail technician - Qualified	R 2,917.99	R 3,093.07	R 108.00	R 26.51	R 63.62	R 185.58	R 185.58	R 15.47	R 15.47
3087	Massage Therapist - One Year Qualified	R 3,710.00	R 3,932.60	R 108.00	R 26.51	R 63.62	R 235.96	R 235.96	R 19.66	R 19.66
2067	Operator - Trainee	R 1,662.39	R 1,762.13	R 108.00	R 15.91	R 31.81	R 105.73	R 105.73	R 8.81	R 8.81
2068	Operator	R 3,285.37	R 3,482.50	R 108.00	R 15.91	R 31.81	R 208.95	R 208.95	R 17.41	R 17.41
2070	Operator - after 5 years	R 3,449.51	R 3,656.48	R 108.00	R 15.91	R 31.81	R 219.39	R 219.39	R 18.28	R 18.28
2072	Operator - after 10 years	R 3,613.64	R 3,830.45	R 108.00	R 15.91	R 31.81	R 229.83	R 229.83	R 19.15	R 19.15
2074	Operator - Multi skilled	R 3,733.13	R 3,957.12	R 108.00	R 15.91	R 31.81	R 237.43	R 237.43	R 19.79	R 19.79
2076	Operator - Multi skilled - after 5 years	R 3,919.59	R 4,154.77	R 108.00	R 15.91	R 31.81	R 249.29	R 249.29	R 20.77	R 20.77
2078	Operator - Multi skilled - after 10 years	R 4,106.05	R 4,352.41	R 108.00	R 15.91	R 31.81	R 261.14	R 261.14	R 21.76	R 21.76
3042	Receptionist - Beauty Establishment	R 4,847.68	R 5,138.54	R 108.00	R 26.51	R 63.62	R 308.31	R 308.31	R 25.69	R 25.69
2082	Receptionist - Hairdressing salon	R 3,369.41	R 3,571.58	R 108.00	R 26.51	R 63.62	R 214.29	R 214.29	R 17.86	R 17.86
2086	Receptionist - Hairdressing salon - after 10 years	R 3,706.87	R 3,929.29	R 108.00	R 26.51	R 63.62	R 235.76	R 235.76	R 19.65	R 19.65
2084	Receptionist - Hairdressing salon - after 5 years	R 3,537.49	R 3,749.73	R 108.00	R 26.51	R 63.62	R 224.98	R 224.98	R 18.75	R 18.75
3048	Somatologist 3 Years	R 4,466.31	R 4,734.29	R 108.00	R 27.51	R 66.02	R 284.06	R 284.06	R 23.67	R 23.67
3052	Somatologist B Tech - 4 years	R 4,883.17	R 5,176.16	R 108.00	R 27.51	R 66.02	R 310.57	R 310.57	R 25.88	R 25.88
3054	Somatologist - B Tech Laser	R 5,240.47	R 5,554.90	R 108.00	R 26.51	R 63.62	R 333.29	R 333.29	R 27.77	R 27.77
1012	Specific Skilled Stylist	R 2,111.46	R 2,238.14	R 108.00	R 27.51	R 78.40	R 134.29	R 134.29	R 11.19	R 11.19
1014	Specific Skilled Stylist - after 5 years	R 2,217.82	R 2,350.89	R 108.00	R 27.51	R 78.40	R 141.05	R 141.05	R 11.75	R 11.75
1016	Specific Skilled Stylist - after 10 years	R 2,322.86	R 2,462.23	R 108.00	R 27.51	R 78.40	R 147.73	R 147.73	R 12.31	R 12.31
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,369.55	R 1,451.72	R 108.00	R 27.51	R 78.40	R 87.10	R 87.10	R 7.26	R 7.26
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,506.12	R 1,596.49	R 108.00	R 27.51	R 78.40	R 95.79	R 95.79	R 7.98	R 7.98

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NATIONAL BARGAINING COUNCIL

for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,437.84	R 1,524.11	R 108.00	R 27.51	R 78.40	R 91.45	R 91.45	R 7.62	R 7.62
2089	Working Employer (in Salon with Staff)	R 4,710.08	R 4,992.68	R -	R -	R -	R -	R -	R 74.89	R -
2139	Rent A Chair / One Man Band (No Staff)	R 4,710.08	R 4,992.68	R 108.00	R 206.00	R -	R -	R -	R 149.78	R -

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.
COMMISSION EARNERS	All Stylist will be paid 40% commission **NO STOCK DEDUCTIONS ARE ALLOWED**

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund								
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.								

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NATIONAL BARGAINING COUNCIL
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ANNEXURE "H6"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE PROVINCE

EOHCB Subscriptions	R 391.00
Bargaining Levy	R 458.00
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee	SBF Employer	SBF Employee
2000	Barber - starting 1 month	R 2,501.13	R 2,651.20	R 108.00	R 62.52	R 62.52	R 159.07	R 159.07	R 13.26	R 13.26	R 150.00	R 150.00
2002	Barber - Trainee	R 2,739.34	R 2,903.70	R 108.00	R 62.52	R 62.52	R 174.22	R 174.22	R 14.52	R 14.52	R 190.00	R 190.00
2004	Barber - Junior	R 3,215.74	R 3,408.69	R 108.00	R 62.52	R 62.52	R 204.52	R 204.52	R 17.04	R 17.04	R 190.00	R 190.00
2006	Barber - Senior	R 4,406.76	R 4,671.16	R 108.00	R 62.52	R 62.52	R 280.27	R 280.27	R 23.36	R 23.36	R 252.00	R 252.00
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 4,098.74	R 4,344.66	R 108.00	R 62.52	R 62.52	R 260.68	R 260.68	R 21.72	R 21.72	R -	R -
3014	Beauty Therapist / Health & Skincare Therapist	R 5,661.12	R 6,000.79	R 108.00	R 62.52	R 62.52	R 360.05	R 360.05	R 30.00	R 30.00	R -	R -
3022	Cleaner - Beauty	R 2,993.85	R 3,173.48	R 108.00	R 62.52	R 62.52	R 190.41	R 190.41	R 15.87	R 15.87	R -	R -
2010	General Assistant 4/5	R 3,064.48	R 3,248.35	R 108.00	R 62.52	R 62.52	R 194.90	R 194.90	R 16.24	R 16.24	R 150.00	R 150.00
2018	Hairdresser - No trade test	R 3,881.52	R 4,114.41	R 108.00	R 62.52	R 62.52	R 246.86	R 246.86	R 20.57	R 20.57	R 190.00	R 190.00
2020	Hairdresser - after 1st year qualified 3/5	R 4,387.70	R 4,650.96	R 108.00	R 62.52	R 62.52	R 279.06	R 279.06	R 23.25	R 23.25	R 252.00	R 252.00
2022	Hairdresser - Qualified	R 6,237.35	R 6,611.59	R 108.00	R 62.52	R 62.52	R 396.70	R 396.70	R 33.06	R 33.06	R 252.00	R 252.00
2028	Hairdressing Assistant - Entrance (special needs)	R 2,513.05	R 2,663.83	R 108.00	R 62.52	R 62.52	R 159.83	R 159.83	R 13.32	R 13.32	R 190.00	R 190.00
2030	Hairdressing Assistant - Skilled (special needs)	R 2,835.81	R 3,005.96	R 108.00	R 62.52	R 62.52	R 180.36	R 180.36	R 15.03	R 15.03	R 190.00	R 190.00
2046	LEARNER – Entry Level	R 2,295.78	R 2,433.53	R 108.00	R 32.46	R 32.46	R 146.01	R 146.01	R 12.17	R 12.17	R 150.00	R 150.00
2048	LEARNER – Level 2	R 2,625.85	R 2,783.40	R 108.00	R 32.46	R 32.46	R 167.00	R 167.00	R 13.92	R 13.92	R 150.00	R 150.00
2050	LEARNER – Level 3	R 2,837.77	R 3,008.03	R 108.00	R 32.46	R 32.46	R 180.48	R 180.48	R 15.04	R 15.04	R 150.00	R 150.00
2052	LEARNER – Level 4	R 3,065.80	R 3,249.74	R 108.00	R 32.46	R 32.46	R 194.98	R 194.98	R 16.25	R 16.25	R 150.00	R 150.00
3028	Make-up Artist Trainee	R 3,880.59	R 4,113.43	R 108.00	R 62.52	R 62.52	R 246.81	R 246.81	R 20.57	R 20.57	R -	R -
3026	Make-up Artist	R 5,515.48	R 5,846.41	R 108.00	R 62.52	R 62.52	R 350.78	R 350.78	R 29.23	R 29.23	R -	R -
3032	Manager - Beauty	R 8,794.21	R 9,321.86	R 108.00	R 62.52	R 62.52	R 559.31	R 559.31	R 46.61	R 46.61	R 150.00	R 150.00
2060	Manager - Hairdresser	R 7,428.36	R 7,874.07	R 108.00	R 62.52	R 62.52	R 472.44	R 472.44	R 39.37	R 39.37	R 252.00	R 252.00
2054	Manager - only (Hairdressing)	R 6,282.61	R 6,659.57	R 108.00	R 62.52	R 62.52	R 399.57	R 399.57	R 33.30	R 33.30	R 252.00	R 252.00
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 2,250.86	R 2,385.91	R 108.00	R 62.52	R 62.52	R 143.15	R 143.15	R 11.93	R 11.93	R -	R -
3034	Manicurist / Pedicurist / Wax Technician	R 3,199.19	R 3,391.14	R 108.00	R 62.52	R 62.52	R 203.47	R 203.47	R 16.96	R 16.96	R -	R -
3087	Massage Therapist - One Year Qualified	R 3,710.00	R 3,932.60	R 108.00	R 62.52	R 62.52	R 235.96	R 235.96	R 19.66	R 19.66	R -	R -
3040	Nail technician - Unqualified	R 3,389.75	R 3,593.14	R 108.00	R 62.52	R 62.52	R 215.59	R 215.59	R 17.97	R 17.97	R -	R -
3084	Nail Technician - Certified	R 3,491.45	R 3,700.94	R 108.00	R 62.52	R 62.52	R 222.06	R 222.06	R 18.50	R 18.50	R -	R -
3038	Nail technician - Qualified	R 5,515.48	R 5,846.41	R 108.00	R 62.52	R 62.52	R 350.78	R 350.78	R 29.23	R 29.23	R -	R -
2068	Operator	R 4,251.93	R 4,507.04	R 108.00	R 62.52	R 62.52	R 270.42	R 270.42	R 22.54	R 22.54	R 190.00	R 190.00

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NATIONAL BARGAINING COUNCIL
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Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee	SBF Employer	SBF Employee
3042	Receptionist - Beauty Establishment	R 5,464.12	R 5,791.97	R 108.00	R 62.52	R 62.52	R 347.52	R 347.52	R 28.96	R 28.96	R -	R -
2080	Receptionist - (Hairdressing) First year of experience	R 3,770.76	R 3,997.00	R 108.00	R 62.52	R 62.52	R 239.82	R 239.82	R 19.99	R 19.99	R 150.00	R 150.00
2082	Receptionist - Hairdressing salon	R 4,952.25	R 5,249.38	R 108.00	R 62.52	R 62.52	R 314.96	R 314.96	R 26.25	R 26.25	R 190.00	R 190.00
2139	Rent A Chair / One Man Band (No Staff)	R 6,237.35	R 6,611.59	R 108.00	R 206.00	R -	R -	R -	R 99.17	R -	R 252.00	R 252.00
3048	Somatologist 3 Years	R 6,541.47	R 6,933.96	R 108.00	R 62.52	R 62.52	R 416.04	R 416.04	R 34.67	R 34.67	R -	R -
3052	Somatologist B Tech - 4 years	R 7,194.88	R 7,626.57	R 108.00	R 62.52	R 62.52	R 457.59	R 457.59	R 38.13	R 38.13	R -	R -
4000	STUDENTS - Entry Level	R 2,295.78	R 2,433.53	R 108.00	R 32.46	R 32.46	R 146.01	R 146.01	R 12.17	R 12.17	R 150.00	R 150.00
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,625.85	R 2,783.40	R 108.00	R 32.46	R 32.46	R 167.00	R 167.00	R 13.92	R 13.92	R 150.00	R 150.00
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,837.77	R 3,008.03	R 108.00	R 32.46	R 32.46	R 180.48	R 180.48	R 15.04	R 15.04	R 150.00	R 150.00
4003	STUDENTS - Module 6 (Level 5 & 6)	R 3,065.80	R 3,249.74	R 108.00	R 32.46	R 32.46	R 194.98	R 194.98	R 16.25	R 16.25	R 150.00	R 150.00
2089	Working Employer (in Salon with Staff)	R 6,237.35	R 6,611.59	R -	R -	R -	R -	R -	R 198.35	R -	R 252.00	R 252.00

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee	SBF Employer	SBF Employee
	LEARNERS	Deductions for Learners pertaining to SPF, SBF and PF is voluntary. Deductions for Learners pertaining to SPF, SBF and PF will be compulsary from 1 January 2018										

SICK BENEFIT FUND CONTRIBUTIONS

EMPLOYEE CATEGORY	SCHEME "C"
ADULT DEPENDANT (each)	R 190.00
CHILD DEPENDANT (each)	R 90.00

ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund
COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.

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CONTINUES ON PAGE 258 - PART 3

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

ANNEXURE "H7"

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

EOHCB Subscriptions	R 380.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2002	Barber - Trainee	R 2,084.28	R 2,209.33	R 108.00	R 26.51	R 75.55	R 132.56	R 132.56	R 11.05	R 11.05
2004	Barber - Junior	R 2,679.79	R 2,840.57	R 108.00	R 26.51	R 75.55	R 170.43	R 170.43	R 14.20	R 14.20
2006	Barber - Senior	R 4,466.31	R 4,734.29	R 108.00	R 26.51	R 75.55	R 284.06	R 284.06	R 23.67	R 23.67
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,477.32	R 2,625.95	R 108.00	R 26.51	R 63.62	R 157.56	R 157.56	R 13.13	R 13.13
3014	Beauty Therapist / Health & Skincare Therapist	R 2,765.31	R 2,931.23	R 108.00	R 26.51	R 63.62	R 175.87	R 175.87	R 14.66	R 14.66
3022	Cleaner - Beauty	R 1,855.01	R 1,966.31	R 108.00	R 26.51	R 63.62	R 117.98	R 117.98	R 9.83	R 9.83
2010	General Assistant 4/2	R 1,339.70	R 1,420.08	R 108.00	R 15.91	R 31.81	R 85.21	R 85.21	R 7.10	R 7.10
2012	General Assistant after 5 years	R 1,407.29	R 1,491.73	R 108.00	R 15.91	R 31.81	R 89.50	R 89.50	R 7.46	R 7.46
2014	General Assistant after 10 years	R 1,446.25	R 1,533.03	R 108.00	R 15.91	R 31.81	R 91.98	R 91.98	R 7.67	R 7.67
2020	Hairdresser - after 1st year qualified	R 2,632.39	R 2,790.34	R 108.00	R 26.51	R 75.55	R 167.42	R 167.42	R 13.95	R 13.95
2022	Hairdresser - Qualified 5	R 3,111.00	R 3,297.66	R 108.00	R 26.51	R 75.55	R 197.86	R 197.86	R 16.49	R 16.49
2024	Hairdresser - Qualified - after 5 years	R 3,267.08	R 3,463.10	R 108.00	R 26.51	R 75.55	R 207.79	R 207.79	R 17.32	R 17.32
2026	Hairdresser - Qualified - after 10 years	R 3,423.15	R 3,628.54	R 108.00	R 26.51	R 75.55	R 217.71	R 217.71	R 18.14	R 18.14
2046	LEARNER – Entry Level	R 1,437.81	R 1,524.07	R 108.00	R 15.91	R 31.81	R 91.44	R 91.44	R 7.62	R 7.62
2048	LEARNER – Level 2	R 1,437.81	R 1,524.07	R 108.00	R 15.91	R 31.81	R 91.44	R 91.44	R 7.62	R 7.62
2050	LEARNER – Level 3	R 1,950.89	R 2,067.94	R 108.00	R 19.89	R 43.75	R 124.08	R 124.08	R 10.34	R 10.34
2052	LEARNER – Level 4	R 2,161.57	R 2,291.27	R 108.00	R 19.89	R 43.75	R 137.48	R 137.48	R 11.46	R 11.46
4000	STUDENTS - Entry Level	R 1,437.81	R 1,524.07	R 108.00	R 15.91	R 31.81	R 91.44	R 91.44	R 7.62	R 7.62
4001	STUDENTS - Module 2 (Level 1 & 2)	R 1,662.15	R 1,761.88	R 108.00	R 15.91	R 31.81	R 105.71	R 105.71	R 8.81	R 8.81
4002	STUDENTS - Module 4 (Level 3 & 4)	R 1,950.89	R 2,067.94	R 108.00	R 19.89	R 43.75	R 124.08	R 124.08	R 10.34	R 10.34
4003	STUDENTS - Module 6 (Level 5 & 6) 5/2	R 2,161.57	R 2,291.27	R 108.00	R 19.89	R 43.75	R 137.48	R 137.48	R 11.46	R 11.46
3032	Manager - Beauty	R 4,677.48	R 4,958.13	R 108.00	R 26.51	R 63.62	R 297.49	R 297.49	R 24.79	R 24.79

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2060	Manager - Hairdresser	R 4,961.75	R 5,259.46	R 108.00	R 26.51	R 75.55	R 315.57	R 315.57	R 26.30	R 26.30
2062	Manager - Hairdresser after 5 years	R 5,208.86	R 5,521.39	R 108.00	R 26.51	R 75.55	R 331.28	R 331.28	R 27.61	R 27.61
2064	Manager - Hairdresser after 10 years	R 5,458.58	R 5,786.09	R 108.00	R 26.51	R 75.55	R 347.17	R 347.17	R 28.93	R 28.93
3030	Manager - only (Beauty Establishment)	R 3,530.17	R 3,741.98	R 108.00	R 26.51	R 63.62	R 224.52	R 224.52	R 18.71	R 18.71
2054	Manager - only (Hairdressing)	R 3,839.33	R 4,069.69	R 108.00	R 26.51	R 75.55	R 244.18	R 244.18	R 20.35	R 20.35
2056	Manager - only (Hairdressing) after 5 years	R 4,030.53	R 4,272.37	R 108.00	R 26.51	R 75.55	R 256.34	R 256.34	R 21.36	R 21.36
2058	Manager - only (Hairdressing) after 10 years	R 4,224.32	R 4,477.78	R 108.00	R 26.51	R 75.55	R 268.67	R 268.67	R 22.39	R 22.39
3034	Manicurist / Pedicurist / Wax Technician	R 1,563.81	R 1,657.64	R 108.00	R 26.51	R 63.62	R 99.46	R 99.46	R 8.29	R 8.29
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,016.48	R 1,077.46	R 108.00	R 26.51	R 63.62	R 64.65	R 64.65	R 5.39	R 5.39
3040	Nail technician - Unqualified	R 1,579.73	R 1,674.51	R 108.00	R 26.51	R 63.62	R 100.47	R 100.47	R 8.37	R 8.37
3084	Nail Technician - Certified	R 1,625.73	R 1,723.27	R 108.00	R 26.51	R 63.62	R 103.40	R 103.40	R 8.62	R 8.62
3038	Nail technician - Qualified	R 1,862.98	R 1,974.76	R 108.00	R 26.51	R 63.62	R 118.49	R 118.49	R 9.87	R 9.87
3087	Massage Therapist - One Year Qualified	R 2,438.00	R 2,584.28	R 108.00	R 26.51	R 63.62	R 155.06	R 155.06	R 12.92	R 12.92
2067	Operator - Trainee	R 1,637.85	R 1,736.12	R 108.00	R 15.91	R 31.81	R 104.17	R 104.17	R 8.68	R 8.68
2068	Operator	R 2,261.98	R 2,397.70	R 108.00	R 15.91	R 31.81	R 143.86	R 143.86	R 11.99	R 11.99
2070	Operator - after 5 years	R 2,374.63	R 2,517.11	R 108.00	R 15.91	R 31.81	R 151.03	R 151.03	R 12.59	R 12.59
2072	Operator - after 10 years	R 2,487.26	R 2,636.50	R 108.00	R 15.91	R 31.81	R 158.19	R 158.19	R 13.18	R 13.18
2074	Operator - Multi skilled	R 2,796.02	R 2,963.78	R 108.00	R 15.91	R 31.81	R 177.83	R 177.83	R 14.82	R 14.82
2076	Operator - Multi skilled - after 5 years	R 2,936.48	R 3,112.67	R 108.00	R 15.91	R 31.81	R 186.76	R 186.76	R 15.56	R 15.56
2078	Operator - Multi skilled - after 10 years	R 3,075.62	R 3,260.16	R 108.00	R 15.91	R 31.81	R 195.61	R 195.61	R 16.30	R 16.30
3042	Receptionist - Beauty Establishment	R 3,186.48	R 3,377.67	R 108.00	R 26.51	R 63.62	R 202.66	R 202.66	R 16.89	R 16.89
2082	Receptionist - Hairdressing salon	R 2,754.65	R 2,919.93	R 108.00	R 26.51	R 63.62	R 175.20	R 175.20	R 14.60	R 14.60
2084	Receptionist - Hairdressing salon - after 5 years	R 2,892.52	R 3,066.07	R 108.00	R 26.51	R 63.62	R 183.96	R 183.96	R 15.33	R 15.33
2086	Receptionist - Hairdressing salon - after 10 years	R 3,030.37	R 3,212.19	R 108.00	R 26.51	R 63.62	R 192.73	R 192.73	R 16.06	R 16.06
3048	Somatologist 3 Years	R 2,903.11	R 3,077.29	R 108.00	R 26.51	R 63.62	R 184.64	R 184.64	R 15.39	R 15.39
3052	Somatologist B Tech - 4 years	R 3,174.05	R 3,364.50	R 108.00	R 26.51	R 63.62	R 201.87	R 201.87	R 16.82	R 16.82
3054	Somatologist - B Tech Laser	R 3,406.31	R 3,610.69	R 108.00	R 26.51	R 63.62	R 216.64	R 216.64	R 18.05	R 18.05
1012	Specific Skilled Stylist	R 1,490.25	R 1,579.67	R 108.00	R 26.51	R 75.55	R 94.78	R 94.78	R 7.90	R 7.90
1014	Specific Skilled Stylist - after 5 years	R 1,917.07	R 2,032.10	R 108.00	R 26.51	R 75.55	R 121.93	R 121.93	R 10.16	R 10.16
1016	Specific Skilled Stylist - after 10 years	R 2,009.41	R 2,129.97	R 108.00	R 26.51	R 75.55	R 127.80	R 127.80	R 10.65	R 10.65
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,117.21	R 1,184.24	R 108.00	R 26.51	R 75.55	R 71.05	R 71.05	R 5.92	R 5.92
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,173.11	R 1,243.50	R 108.00	R 26.51	R 75.55	R 74.61	R 74.61	R 6.22	R 6.22

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% Increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,227.76	R 1,301.42	R 108.00	R 26.51	R 75.55	R 78.09	R 78.09	R 6.51	R 6.51
2089	Working Employer (in Salon with Staff)	R 3,111.00	R 3,297.66						R 49.46	
2139	Rent A Chair / One Man Band (No Staff)	R 3,111.00	R 3,297.66	R 108.00					R 98.93	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.

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COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees and employed on or after 2010, whom will receive a minimum of 30% commission. Qualified Hairdressers / Stylists, which are employees and employed prior to 2010, whom will receive a minimum 40% Commission **NO STOCK DEDUCTIONS ARE ALLOWED**
ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund
COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

ANNEXURE "H8"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 108 BEING THE NORTH-WEST PROVINCE.

EOHCB Subscriptions	R 354.00
Bargaining Levy	R 458.00
Basic establishment charge	R 99.41
Total minimum charge	R 180.52
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2002	Barber - Trainee	R 2,074.45	R 2,198.91	R 108.00	R 26.51	R 75.55	R 131.93	R 131.93	R 10.99	R 10.99
2004	Barber - Junior	R 2,667.15	R 2,827.17	R 108.00	R 26.51	R 75.55	R 169.63	R 169.63	R 14.14	R 14.14
2006	Barber - Senior	R 4,445.24	R 4,711.96	R 108.00	R 26.51	R 75.55	R 282.72	R 282.72	R 23.56	R 23.56
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,882.89	R 3,055.87	R 108.00	R 26.51	R 63.62	R 183.35	R 183.35	R 15.28	R 15.28
3014	Beauty Therapist / Health & Skincare Therapist	R 3,218.02	R 3,411.11	R 108.00	R 26.51	R 63.62	R 204.67	R 204.67	R 17.06	R 17.06
3022	Cleaner - Beauty	R 2,214.61	R 2,347.49	R 108.00	R 26.51	R 63.62	R 140.85	R 140.85	R 11.74	R 11.74
2010	General Assistant (1/2)	R 1,901.52	R 2,015.61	R 108.00	R 15.91	R 31.81	R 120.94	R 120.94	R 10.08	R 10.08
2012	General Assistant after 5 years	R 1,996.85	R 2,116.66	R 108.00	R 15.91	R 31.81	R 127.00	R 127.00	R 10.58	R 10.58
2014	General Assistant after 10 years	R 2,090.89	R 2,216.35	R 108.00	R 15.91	R 31.81	R 132.98	R 132.98	R 11.08	R 11.08
2020	Hairdresser - after 1st year qualified	R 3,921.55	R 4,156.84	R 108.00	R 26.51	R 75.55	R 249.41	R 249.41	R 20.78	R 20.78
2022	Hairdresser - Qualified 5	R 5,227.87	R 5,541.55	R 108.00	R 26.51	R 75.55	R 332.49	R 332.49	R 27.71	R 27.71
2024	Hairdresser - Qualified - after 5 years	R 5,488.12	R 5,817.41	R 108.00	R 26.51	R 75.55	R 349.04	R 349.04	R 29.09	R 29.09
2026	Hairdresser - Qualified - after 10 years	R 5,750.93	R 6,095.99	R 108.00	R 26.51	R 75.55	R 365.76	R 365.76	R 30.48	R 30.48
2046	LEARNER – Entry Level	R 1,663.18	R 1,762.97	R 108.00	R 15.91	R 31.81	R 105.78	R 105.78	R 8.81	R 8.81
2048	LEARNER – Level 2	R 1,920.85	R 2,036.10	R 108.00	R 15.91	R 31.81	R 122.17	R 122.17	R 10.18	R 10.18
2050	LEARNER – Level 3	R 2,224.87	R 2,358.36	R 108.00	R 19.89	R 43.75	R 141.50	R 141.50	R 11.79	R 11.79
2052	LEARNER – Level 4	R 2,487.69	R 2,636.95	R 108.00	R 19.89	R 43.75	R 158.22	R 158.22	R 13.18	R 13.18
4000	STUDENTS - Entry Level	R 1,663.18	R 1,762.97	R 108.00	R 15.91	R 31.81	R 105.78	R 105.78	R 8.81	R 8.81
4001	STUDENTS - Module 2 (Level 1 & 2)	R 1,920.85	R 2,036.10	R 108.00	R 15.91	R 31.81	R 122.17	R 122.17	R 10.18	R 10.18
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,224.87	R 2,358.36	R 108.00	R 19.89	R 43.75	R 141.50	R 141.50	R 11.79	R 11.79
4003	STUDENTS - Module 6 (Level 5 & 6) 5/5	R 2,487.69	R 2,636.95	R 108.00	R 19.89	R 43.75	R 158.22	R 158.22	R 13.18	R 13.18
3032	Manager - Beauty	R 5,443.26	R 5,769.86	R 108.00	R 26.51	R 63.62	R 346.19	R 346.19	R 28.85	R 28.85

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2060	Manager - Hairdresser	R 5,510.01	R 5,840.61	R 108.00	R 26.51	R 75.55	R 350.44	R 350.44	R 29.20	R 29.20
2062	Manager - Hairdresser after 5 years	R 5,785.75	R 6,132.89	R 108.00	R 26.51	R 75.55	R 367.97	R 367.97	R 30.66	R 30.66
2064	Manager - Hairdresser after 10 years	R 6,061.40	R 6,425.08	R 108.00	R 26.51	R 75.55	R 385.50	R 385.50	R 32.13	R 32.13
3030	Manager - only (Beauty Establishment)	R 4,108.12	R 4,354.60	R 108.00	R 26.51	R 63.62	R 261.28	R 261.28	R 21.77	R 21.77
2054	Manager - only (Hairdressing)	R 4,574.72	R 4,849.21	R 108.00	R 26.51	R 75.55	R 290.95	R 290.95	R 24.25	R 24.25
2056	Manager - only (Hairdressing) after 5 years	R 4,804.04	R 5,092.28	R 108.00	R 26.51	R 75.55	R 305.54	R 305.54	R 25.46	R 25.46
2058	Manager - only (Hairdressing) after 10 years	R 5,032.05	R 5,333.98	R 108.00	R 26.51	R 75.55	R 320.04	R 320.04	R 26.67	R 26.67
3034	Manicurist / Pedicurist / Wax Technician	R 1,819.82	R 1,929.01	R 108.00	R 26.51	R 63.62	R 115.74	R 115.74	R 9.65	R 9.65
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,182.89	R 1,253.86	R 108.00	R 26.51	R 63.62	R 75.23	R 75.23	R 6.27	R 6.27
3040	Nail technician - Unqualified	R 1,838.35	R 1,948.65	R 108.00	R 26.51	R 63.62	R 116.92	R 116.92	R 9.74	R 9.74
3084	Nail Technician - Certified	R 1,891.90	R 2,005.41	R 108.00	R 26.51	R 63.62	R 120.32	R 120.32	R 10.03	R 10.03
3038	Nail technician - Qualified	R 2,207.21	R 2,339.64	R 108.00	R 26.51	R 63.62	R 140.38	R 140.38	R 11.70	R 11.70
3087	Massage Therapist - One Year Qualified	R 2,426.50	R 2,572.09	R 108.00	R 26.51	R 63.62	R 154.33	R 154.33	R 12.86	R 12.86
2067	Operator - Trainee	R 2,525.06	R 2,676.56	R 108.00	R 15.91	R 31.81	R 160.59	R 160.59	R 13.38	R 13.38
2068	Operator	R 3,499.00	R 3,708.94	R 108.00	R 15.91	R 31.81	R 222.54	R 222.54	R 18.54	R 18.54
2072	Operator - after 10 years	R 3,848.12	R 4,079.01	R 108.00	R 15.91	R 31.81	R 244.74	R 244.74	R 20.40	R 20.40
2070	Operator - after 5 years	R 3,674.20	R 3,894.65	R 108.00	R 15.91	R 31.81	R 233.68	R 233.68	R 19.47	R 19.47
2074	Operator - Multi skilled	R 4,141.85	R 4,390.36	R 108.00	R 15.91	R 31.81	R 263.42	R 263.42	R 21.95	R 21.95
2076	Operator - Multi skilled - after 5 years	R 4,349.27	R 4,610.23	R 108.00	R 15.91	R 31.81	R 276.61	R 276.61	R 23.05	R 23.05
2078	Operator - Multi skilled - after 10 years	R 4,555.40	R 4,828.72	R 108.00	R 15.91	R 31.81	R 289.72	R 289.72	R 24.14	R 24.14
3042	Receptionist - Beauty Establishment	R 3,708.15	R 3,930.63	R 108.00	R 26.51	R 63.62	R 235.84	R 235.84	R 19.65	R 19.65
2082	Receptionist - Hairdressing salon	R 3,701.26	R 3,923.33	R 108.00	R 26.51	R 63.62	R 235.40	R 235.40	R 19.62	R 19.62
2084	Receptionist - Hairdressing salon - after 5 years	R 3,886.78	R 4,119.98	R 108.00	R 26.51	R 63.62	R 247.20	R 247.20	R 20.60	R 20.60
2086	Receptionist - Hairdressing salon - after 10 years	R 4,071.00	R 4,315.26	R 108.00	R 26.51	R 63.62	R 258.92	R 258.92	R 21.58	R 21.58
3048	Somatologist 3 Years	R 3,378.38	R 3,581.09	R 108.00	R 26.51	R 63.62	R 214.87	R 214.87	R 17.91	R 17.91
3052	Somatologist B Tech - 4 years	R 3,581.87	R 3,796.79	R 108.00	R 26.51	R 63.62	R 227.81	R 227.81	R 18.98	R 18.98
3054	Somatologist - B Tech Laser	R 3,963.97	R 4,201.81	R 108.00	R 26.51	R 63.62	R 252.11	R 252.11	R 21.01	R 21.01
1012	Specific Skilled Stylist	R 1,811.33	R 1,920.01	R 108.00	R 26.51	R 75.55	R 115.20	R 115.20	R 9.60	R 9.60
1014	Specific Skilled Stylist - after 5 years	R 1,901.52	R 2,015.61	R 108.00	R 26.51	R 75.55	R 120.94	R 120.94	R 10.08	R 10.08
1016	Specific Skilled Stylist - after 10 years	R 1,992.99	R 2,112.57	R 108.00	R 26.51	R 75.55	R 126.75	R 126.75	R 10.56	R 10.56
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 1,238.03	R 1,312.31	R 108.00	R 26.51	R 75.55	R 78.74	R 78.74	R 6.56	R 6.56

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NATIONAL BARGAINING COUNCIL
for the Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 5 years	R 1,299.88	R 1,377.87	R 108.00	R 26.51	R 75.55	R 82.67	R 82.67	R 6.89	R 6.89
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting after 10 years	R 1,363.01	R 1,444.79	R 108.00	R 26.51	R 75.55	R 86.69	R 86.69	R 7.22	R 7.22
2089	Working Employer (in Salon with Staff)	R 5,227.87	R 5,541.55	R -	R -	R -	R -	R -	R 83.12	R -
2139	Rent A Chair / One Man Band (No Staff)	R 5,227.87	R 5,541.55	R 108.00	R 206.00	R -	R -	R -	R 166.25	R -

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.

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NATIONAL BARGAINING COUNCIL
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Work Code	Work Code Description	2016 Salary	2017 Salary 6% increase	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee

COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees and employed on or after 2010, whom will receive a minimum of 30% commission. Qualified Hairdressers / Stylists, which are employees and employed prior to 2010, whom will receive a minimum 40% Commission **NO STOCK DEDUCTIONS ARE ALLOWED**
ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund
COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.

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NATIONAL BARGAINING COUNCIL

Hairdressing • Cosmetology • Beauty & Skincare Industry

ANNEXURE "H9"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING FOR DIVISION 109 BEING THE ENTIRE KWA-ZULU NATAL PROVINCE

EOHCB Subscriptions	R 354.00
Bargaining Levy	R 458.00
One Man Band / Rent A Chairs	R 206.00

												Scheme "A"		Scheme "B" Member only		Scheme "B" Member +1		Scheme "B" Member +2		Scheme "B" Member +3	
Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee	SBF 'A' Employer	SBF 'A' Employee	SBF 'B' Employer	SBF 'B' Employee	SBF 'B1' Employer	SBF 'B1' Employee	SBF 'B2' Employer	SBF 'B2' Employee	SBF 'B3' Employer	SBF 'B3' Employee
2002	Barber - Trainee	R 2,739.34	R 2,903.70	R 108.00	R 66.12	R 66.12	R 188.74	R 188.74	R 14.52	R 14.52	R 55.48	R 85.48	R 55.48	R 160.48	R 55.48	R 298.48	R 55.48	R 426.48	R 55.48	R 565.48
2004	Barber - Junior	R 3,811.25	R 4,039.93	R 108.00	R 66.12	R 66.12	R 262.60	R 262.60	R 20.20	R 20.20	R 49.80	R 79.80	R 49.80	R 154.80	R 49.80	R 292.80	R 49.80	R 420.80	R 49.80	R 559.80
2006	Barber - Senior	R 5,716.88	R 6,059.89	R 108.00	R 66.12	R 66.12	R 393.89	R 393.89	R 30.30	R 30.30	R 39.70	R 69.70	R 39.70	R 144.70	R 39.70	R 282.70	R 39.70	R 410.70	R 39.70	R 549.70
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,977.54	R 3,156.19	R 108.00	R 66.12	R 66.12	R 205.15	R 205.15	R 15.78	R 15.78	R 54.22	R 84.22	R 54.22	R 159.22	R 54.22	R 297.22	R 54.22	R 425.22	R 54.22	R 564.22
3014	Beauty Therapist / Health & Skincare Therapist	R 4,168.56	R 4,418.67	R 108.00	R 66.12	R 66.12	R 287.21	R 287.21	R 22.09	R 22.09	R 47.91	R 77.91	R 47.91	R 152.91	R 47.91	R 290.91	R 47.91	R 418.91	R 47.91	R 557.91
3022	Cleaner - Beauty	R 3,087.11	R 3,272.34	R 108.00	R 66.12	R 66.12	R 212.70	R 212.70	R 16.36	R 16.36	R 48.64	R 74.64	R 53.64	R 158.64	R 53.64	R 296.64	R 53.64	R 424.64	R 53.64	R 563.64
2010	General Assistant	R 2,117.63	R 2,244.68	R 108.00	R 54.10	R 54.10	R 145.90	R 145.90	R 11.22	R 11.22	R 53.78	R 79.78	R 58.78	R 163.78	R 58.78	R 301.78	R 58.78	R 429.78	R 58.78	R 568.78
2022	Hairdresser - no trade test	R 3,513.50	R 3,724.31	R 108.00	R 66.12	R 66.12	R 242.08	R 242.08	R 18.62	R 18.62	R 51.38	R 81.38	R 51.38	R 156.38	R 51.38	R 294.38	R 51.38	R 422.38	R 51.38	R 561.38
2020	Hairdresser - After 1st year qualified	R 3,532.56	R 3,744.51	R 108.00	R 66.12	R 66.12	R 243.39	R 243.39	R 18.72	R 18.72	R 51.28	R 81.28	R 51.28	R 156.28	R 51.28	R 294.28	R 51.28	R 422.28	R 51.28	R 561.28
2016	Hairdresser - Qualified	R 5,053.48	R 5,356.68	R 108.00	R 66.12	R 66.12	R 348.18	R 348.18	R 26.78	R 26.78	R 43.22	R 73.22	R 43.22	R 148.22	R 43.22	R 286.22	R 43.22	R 414.22	R 43.22	R 553.22
2046	LEARNER – Entry Level	R 2,346.61	R 2,487.40	R 108.00	R 66.12	R 66.12	R 161.68	R 161.68	R 12.44	R 12.44	R 57.56	R 87.56	R 57.56	R 162.56	R 57.56	R 300.56	R 57.56	R 428.56	R 57.56	R 567.56
2048	LEARNER – Level 2	R 2,471.36	R 2,619.64	R 108.00	R 54.10	R 54.10	R 170.28	R 170.28	R 13.10	R 13.10	R 56.90	R 86.90	R 56.90	R 161.90	R 56.90	R 299.90	R 56.90	R 427.90	R 56.90	R 566.90
2050	LEARNER – Level 3	R 2,714.32	R 2,877.18	R 108.00	R 66.12	R 66.12	R 187.02	R 187.02	R 14.39	R 14.39	R 55.61	R 85.61	R 55.61	R 160.61	R 55.61	R 298.61	R 55.61	R 426.61	R 55.61	R 565.61
2052	LEARNER – Level 4	R 3,006.13	R 3,186.50	R 108.00	R 66.12	R 66.12	R 207.12	R 207.12	R 15.93	R 15.93	R 54.07	R 84.07	R 54.07	R 159.07	R 54.07	R 297.07	R 54.07	R 425.07	R 54.07	R 564.07
4000	STUDENTS - Entry Level	R 2,346.61	R 2,487.40	R 108.00	R 66.12	R 66.12	R 161.68	R 161.68	R 12.44	R 12.44	R 57.56	R 87.56	R 57.56	R 162.56	R 57.56	R 300.56	R 57.56	R 428.56	R 57.56	R 567.56
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,471.36	R 2,619.64	R 108.00	R 66.12	R 66.12	R 170.28	R 170.28	R 13.10	R 13.10	R 56.90	R 86.90	R 56.90	R 161.90	R 56.90	R 299.90	R 56.90	R 427.90	R 56.90	R 566.90
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,714.32	R 2,877.18	R 108.00	R 66.12	R 66.12	R 187.02	R 187.02	R 14.39	R 14.39	R 55.61	R 85.61	R 55.61	R 160.61	R 55.61	R 298.61	R 55.61	R 426.61	R 55.61	R 565.61
4003	STUDENTS - Module 6 (Level 5 & 6)	R 3,006.13	R 3,186.50	R 108.00	R 66.12	R 66.12	R 207.12	R 207.12	R 15.93	R 15.93	R 54.07	R 84.07	R 54.07	R 159.07	R 54.07	R 297.07	R 54.07	R 425.07	R 54.07	R 564.07
3028	Make-up Artist Trainee	R 2,977.54	R 3,156.19	R 108.00	R 66.12	R 66.12	R 205.15	R 205.15	R 15.78	R 15.78	R 54.22	R 84.22	R 54.22	R 159.22	R 54.22	R 297.22	R 54.22	R 425.22	R 54.22	R 564.22
3026	Make-up Artist	R 4,168.56	R 4,418.67	R 108.00	R 66.12	R 66.12	R 287.21	R 287.21	R 22.09	R 22.09	R 47.91	R 77.91	R 47.91	R 152.91	R 47.91	R 290.91	R 47.91	R 418.91	R 47.91	R 557.91
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,905.63	R 2,019.96	R 108.00	R 54.10	R 54.10	R 131.30	R 131.30	R 10.10	R 10.10	R 59.90	R 89.90	R 59.90	R 164.90	R 59.90	R 302.90	R 59.90	R 430.90	R 59.90	R 569.90
3034	Manicurist / Pedicurist / Wax Technician	R 2,858.44	R 3,029.94	R 108.00	R 66.12	R 66.12	R 196.95	R 196.95	R 15.15	R 15.15	R 54.85	R 84.85	R 54.85	R 159.85	R 54.85	R 297.85	R 54.85	R 425.85	R 54.85	R 564.85
3040	Nail technician - Unqualified	R 3,009.00	R 3,189.54	R 108.00	R 66.12	R 66.12	R 207.32	R 207.32	R 15.95	R 15.95	R 54.05	R 84.05	R 54.05	R 159.05	R 54.05	R 297.05	R 54.05	R 425.05	R 54.05	R 564.05
3084	Nail Technician - Certified	R 3,096.64	R 3,282.44	R 108.00	R 66.12	R 66.12	R 213.36	R 213.36	R 16.41	R 16.41	R 48.59	R 74.59	R 53.59	R 158.59	R 53.59	R 296.59	R 53.59	R 424.59	R 53.59	R 563.59
3038	Nail technician - Qualified	R 4,049.45	R 4,292.42	R 108.00	R 66.12	R 66.12	R 279.01	R 279.01	R 21.46	R 21.46	R 48.54	R 78.54	R 48.54	R 153.54	R 48.54	R 291.54	R 48.54	R 419.54	R 48.54	R 558.54
3087	Massage Therapist - One Year Qualified	R 2,438.00	R 2,584.28	R 108.00	R 66.12	R 66.12	R 167.98	R 167.98	R 12.92	R 12.92	R 52.08	R 78.08	R 57.08	R 162.08	R 57.08	R 300.08	R 57.08	R 428.08	R 57.08	R 567.08
2067	Operator - Trainee	R 2,613.09	R 2,769.88	R 108.00	R 66.12	R 66.12	R 180.04	R 180.04	R 13.85	R 13.85	R 51.15	R 77.15	R 56.15	R 161.15	R 56.15	R 299.15	R 56.15	R 427.15	R 56.15	R 566.15
2068	Operator	R 3,087.11	R 3,272.34	R 108.00	R 66.12	R 66.12	R 212.70	R 212.70	R 16.36	R 16.36	R 48.64	R 74.64	R 53.64	R 158.64	R 53.64	R 296.64	R 53.64	R 424.64	R 53.64	R 563.64
2074	Operator - Multi skilled	R 3,085.93	R 3,394.52	R 108.00	R 66.12	R 66.12	R 220.64	R 220.64	R 16.97	R 16.97	R 48.03	R 74.03	R 53.03	R 158.03	R 53.03	R 296.03	R 53.03	R 424.03	R 53.03	R 563.03
3042	Receptionist - Beauty Establishment	R 3,984.61	R 4,223.69	R 108.00	R 66.12	R 66.12	R 274.54	R 274.54	R 21.12	R 21.12	R 48.88	R 78.88	R 48.88	R 153.88	R 48.88	R 291.88	R 48.88	R 419.88	R 48.88	R 558.88
2082	Receptionist - Hairdressing salon	R 4,099.48	R 4,345.44	R 108.00	R 66.12	R 66.12	R 282.45	R 282.45	R 21.73	R 21.73	R 48.27	R 78.27	R 48.27	R 153.27	R 48.27	R 291.27	R 48.27	R 419.27	R 48.27	R 558.27
3048	Somatologist 3 Years	R 5,121.37	R 5,428.65	R 108.00	R 66.12	R 66.12	R 352.86	R 352.86	R 27.14	R 27.14	R 42.86	R 72.86	R 42.86	R 147.86	R 42.86	R 285.86	R 42.86	R 413.86	R 42.86	R 552.86
3052	Somatologist B Tech - 4 years	R 5,776.43	R 5,123.01	R 108.00	R 66.12	R 66.12	R 398.00	R 398.00	R 30.62	R 30.62	R 39.38	R 69.38	R 39.38	R 144.38	R 39.38	R 282.38	R 39.38	R 410.38	R 39.38	R 549.38
1012	Specific Skilled Stylist	R 2,118.81	R 2,245.94	R 108.00	R 54.10	R 54.10	R 145.99	R 145.99	R 11.23	R 11.23	R 58.77	R 88.77	R 58.77	R 163.77	R 58.77	R 301.77	R 58.77	R 429.77	R 58.77	R 568.77
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 2,109.29	R 2,235.85	R 108.00	R 54.10	R 54.10	R 145.33	R 145.33	R 11.18	R 11.18	R 58.82	R 88.82	R 58.82	R 163.82	R 58.82	R 301.82	R 58.82	R 429.82	R 58.82	R 568.82
2089	Working Employer (in Salon with Staff)	R 5,053.48	R 5,356.68						R 80.35		R 170.00		R 175.00		R 313.00		R 441.00		R 580.00	
2139	Rent A Chair / One Man Band (No Staff)	R 5,053.48	R 5,356.68	R 108.00					R 160.70		R 170.00		R 175.00		R 313.00		R 441.00		R 580.00	

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Allied Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee	SBF 'A' Employer	SBF 'A' Employee	SBF 'B' Employer	SBF 'B' Employee	SBF 'B1' Employer	SBF 'B1' Employee	SBF 'B2' Employer	SBF 'B2' Employee	SBF 'B3' Employer	SBF 'B3' Employee

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.
ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund
COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

ANNEXURE "H10"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 112 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM - WORKING 40 HOURS

EOHCB Subscriptions /Bargaining Levy	R 458.00
Bargaining Levy	R 458.00
Salon Charge	R 207.99
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2000	Barber - starting 1 month	R 2,620.24	R 2,777.45	R 640.95	R 128.19	R 108.00	R 45.69	R 166.65	R 166.65	R 13.89	R 13.89
2002	Barber - Trainee	R 2,977.54	R 3,156.19	R 728.36	R 145.67	R 108.00	R 45.69	R 189.37	R 189.37	R 15.78	R 15.78
2004	Barber - Junior	R 4,049.45	R 4,292.42	R 990.57	R 198.11	R 108.00	R 82.96	R 257.55	R 257.55	R 21.46	R 21.46
2006	Barber - Senior	R 5,955.08	R 6,312.38	R 1,456.72	R 291.34	R 108.00	R 82.96	R 378.74	R 378.74	R 31.56	R 31.56
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 3,575.71	R 3,790.25	R 874.68	R 174.94	R 108.00	R 82.96	R 227.42	R 227.42	R 18.95	R 18.95
3014	Beauty Therapist / Health & Skincare Therapist	R 4,938.24	R 5,234.54	R 1,207.98	R 241.60	R 108.00	R 82.96	R 314.07	R 314.07	R 26.17	R 26.17
3022	Cleaner - Beauty	R 2,612.21	R 2,768.94	R 638.99	R 127.80	R 108.00	R 82.96	R 166.14	R 166.14	R 13.84	R 13.84
2011	General Assistant - Part Time	R 2,031.59	R 2,153.48	R 496.96	R 99.39	R 108.00	R 45.69	R 129.21	R 129.21	R 10.77	R 10.77
2010	General Assistant	R 2,636.14	R 2,794.30	R 644.84	R 128.97	R 108.00	R 45.69	R 167.66	R 167.66	R 13.97	R 13.97
2021	Hairdresser - after 1st year qualified - Part Time	R 2,799.86	R 2,967.85	R 684.89	R 136.98	R 108.00	R 82.96	R 178.07	R 178.07	R 14.84	R 14.84
2020	Hairdresser - after 1st year qualified	R 4,196.66	R 4,448.46	R 1,026.57	R 205.31	R 108.00	R 82.96	R 266.91	R 266.91	R 22.24	R 22.24
2023	Hairdresser - Qualified - Part Time	R 3,963.65	R 4,201.47	R 969.58	R 193.92	R 108.00	R 82.96	R 252.09	R 252.09	R 21.01	R 21.01
2022	Hairdresser - Qualified	R 5,963.73	R 6,321.55	R 1,458.83	R 291.77	R 108.00	R 82.96	R 379.29	R 379.29	R 31.61	R 31.61
2046	LEARNER – Entry Level	R 2,541.67	R 2,694.17	R 621.74	R 124.35	R 108.00	R 45.69	R 161.65	R 161.65	R 13.47	R 13.47
2048	LEARNER – Level 2	R 2,748.24	R 2,913.14	R 672.27	R 134.45	R 108.00	R 45.69	R 174.79	R 174.79	R 14.57	R 14.57
2050	LEARNER – Level 3	R 3,034.13	R 3,216.18	R 742.20	R 148.44	R 108.00	R 45.69	R 192.97	R 192.97	R 16.08	R 16.08
2052	LEARNER – Level 4	R 3,346.49	R 3,547.28	R 818.61	R 163.72	R 108.00	R 45.69	R 212.84	R 212.84	R 17.74	R 17.74
4000	STUDENTS - Entry Level	R 2,541.67	R 2,694.17	R 621.74	R 124.35	R 108.00	R 45.69	R 161.65	R 161.65	R 13.47	R 13.47
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,748.24	R 2,913.14	R 672.27	R 134.45	R 108.00	R 45.69	R 174.79	R 174.79	R 14.57	R 14.57
4002	STUDENTS - Module 4 (Level 3 & 4)	R 3,034.13	R 3,216.18	R 742.20	R 148.44	R 108.00	R 45.69	R 192.97	R 192.97	R 16.08	R 16.08
4003	STUDENTS - Module 6 (Level 5 & 6)	R 3,346.49	R 3,547.28	R 818.61	R 163.72	R 108.00	R 45.69	R 212.84	R 212.84	R 17.74	R 17.74
3028	Make-up Artist Trainee	R 3,385.53	R 3,588.67	R 828.16	R 165.63	R 108.00	R 82.96	R 215.32	R 215.32	R 17.94	R 17.94
3026	Make-up Artist	R 4,812.55	R 5,101.30	R 1,177.23	R 235.45	R 108.00	R 82.96	R 306.08	R 306.08	R 25.51	R 25.51

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
3032	Manager - Beauty	R 7,674.14	R 8,134.58	R 1,877.23	R 375.45	R 108.00	R 82.96	R 488.07	R 488.07	R 40.67	R 40.67
2060	Manager - Hairdresser	R 7,937.36	R 8,413.61	R 1,941.62	R 388.32	R 108.00	R 86.56	R 504.82	R 504.82	R 42.07	R 42.07
2054	Manager - only (Hairdressing)	R 7,748.43	R 8,213.34	R 1,895.40	R 379.08	R 108.00	R 86.56	R 492.80	R 492.80	R 41.07	R 41.07
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,963.55	R 2,081.37	R 480.32	R 96.06	R 108.00	R 82.96	R 124.88	R 124.88	R 10.41	R 10.41
3034	Manicurist / Pedicurist / Wax Technician	R 2,791.05	R 2,958.52	R 682.74	R 136.55	R 108.00	R 82.96	R 177.51	R 177.51	R 14.79	R 14.79
3040	Nail technician - Unqualified	R 3,013.11	R 3,193.90	R 737.06	R 147.41	R 108.00	R 82.96	R 191.63	R 191.63	R 15.97	R 15.97
3084	Nail Technician - Certified	R 3,103.51	R 3,289.72	R 759.17	R 151.83	R 108.00	R 82.96	R 197.38	R 197.38	R 16.45	R 16.45
3038	Nail technician - Qualified	R 4,812.55	R 5,101.30	R 1,177.23	R 235.45	R 108.00	R 82.96	R 306.08	R 306.08	R 25.51	R 25.51
3087	Massage Therapist - One Year Qualified	R 3,710.00	R 3,932.60	R 907.53	R 181.51	R 108.00	R 82.96	R 235.96	R 235.96	R 19.66	R 19.66
2066	Operator - Trainee - Part Time	R 1,846.44	R 1,957.22	R 451.67	R 90.33	R 108.00	R 63.72	R 117.43	R 117.43	R 9.79	R 9.79
2067	Operator - Trainee	R 2,770.90	R 2,937.16	R 677.81	R 135.56	R 108.00	R 63.72	R 176.23	R 176.23	R 14.69	R 14.69
2069	Operator - Part Time	R 2,792.32	R 2,959.85	R 683.05	R 136.61	R 108.00	R 63.72	R 177.59	R 177.59	R 14.80	R 14.80
2068	Operator	R 4,190.35	R 4,441.77	R 1,025.03	R 205.01	R 108.00	R 63.72	R 266.51	R 266.51	R 22.21	R 22.21
3042	Receptionist - Beauty Establishment	R 4,765.69	R 5,051.63	R 1,165.77	R 233.15	R 108.00	R 82.96	R 303.10	R 303.10	R 25.26	R 25.26
2083	Receptionist - Hairdressing salon - Part Time	R 3,268.39	R 3,464.50	R 799.51	R 159.90	R 108.00	R 82.96	R 207.87	R 207.87	R 17.32	R 17.32
2082	Receptionist - Hairdressing salon	R 4,905.75	R 5,200.10	R 1,200.03	R 240.01	R 108.00	R 82.96	R 312.01	R 312.01	R 26.00	R 26.00
3048	Somatologist 3 Years	R 5,708.05	R 6,050.53	R 1,396.29	R 279.26	R 108.00	R 82.96	R 363.03	R 363.03	R 30.25	R 30.25
3052	Somatologist B Tech - 4 years	R 6,277.15	R 6,653.78	R 1,535.50	R 307.10	R 108.00	R 82.96	R 399.23	R 399.23	R 33.27	R 33.27
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 2,605.91	R 2,762.27	R 637.45	R 127.49	R 108.00	R 82.96	R 165.74	R 165.74	R 13.81	R 13.81
1001	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting - Part Time	R 1,738.10	R 1,842.39	R 425.17	R 85.03	R 108.00	R 82.96	R 110.54	R 110.54	R 9.21	R 9.21
2089	Working Employer (in Salon with Staff)	R 5,963.73	R 6,321.55	R 1,458.83	R 291.77					R 94.82	
2139	Rent A Chair / One Man Band (No Staff)	R 5,963.73	R 6,321.55	R 1,458.83	R 291.77	R 108.00				R 189.65	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment

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NATIONAL BARGAINING COUNCIL
Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
	PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment. 3 Days per week is calculated at two thirds of the basic wage. Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.									
	WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017									
	PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.									
	DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)									
	SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.									
	COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees will receive a minimum of 30% commission - THIS IS APPLICABLE ONLY TO AFRO SALONS **NO STOCK DEDUCTIONS ARE ALLOWED**									

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NATIONAL BARGAINING COUNCIL
for the Hairdressing • Cosmetology • Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund									
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.									

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NATIONAL BARGAINING COUNCIL
Hairdressing - Cosmetology - Beauty & Skincare Industry

ANNEXURE "H11"

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 113 BEING THE MAGISTERIAL DISTRICTS OF PRETORIA, WONDERBOOM, RUSTENBURG, BRITS, MANKWE AND THE ENTIRE LIMPOPO AND MPUMALANGA PROVINCES - WORKING 45 HOURS

EOHCB Subscriptions	R 458.00
Bargaining Levy	R 458.00
Salon Charge	R 207.99
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Hourly Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
2000	Barber - starting 1 month	R 2,669.67	R 2,829.85	R 653.05	R 108.84	R 12.09	R 108.00	R 45.69	R 169.79	R 169.79	R 14.15	R 14.15
2002	Barber - Trainee	R 3,033.72	R 3,215.74	R 742.10	R 123.68	R 13.74	R 108.00	R 45.69	R 192.94	R 192.94	R 16.08	R 16.08
2004	Barber - Junior	R 4,125.86	R 4,373.41	R 1,009.26	R 168.21	R 18.69	R 108.00	R 82.96	R 262.40	R 262.40	R 21.87	R 21.87
2006	Barber - Senior	R 6,067.44	R 6,431.49	R 1,484.20	R 247.37	R 27.49	R 108.00	R 82.96	R 385.89	R 385.89	R 32.16	R 32.16
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 4,098.74	R 4,344.67	R 1,002.62	R 167.10	R 18.57	R 108.00	R 82.96	R 260.68	R 260.68	R 21.72	R 21.72
3014	Beauty Therapist / Health & Skincare Therapist	R 5,661.12	R 6,000.79	R 1,384.81	R 230.80	R 25.64	R 108.00	R 82.96	R 360.05	R 360.05	R 30.00	R 30.00
3022	Cleaner - Beauty	R 2,993.85	R 3,173.48	R 732.35	R 122.06	R 13.56	R 108.00	R 82.96	R 190.41	R 190.41	R 15.87	R 15.87
2011	General Assistant - Part Time	R 2,069.90	R 2,194.10	R 506.33	R 84.39	R 9.38	R 108.00	R 45.69	R 131.65	R 131.65	R 10.97	R 10.97
2010	General Assistant	R 2,685.88	R 2,847.03	R 657.01	R 109.50	R 12.17	R 108.00	R 45.69	R 170.82	R 170.82	R 14.24	R 14.24
2021	Hairdresser - after 1st year qualified - Part Time	R 2,852.69	R 3,023.85	R 697.82	R 116.30	R 12.92	R 108.00	R 82.96	R 181.43	R 181.43	R 15.12	R 15.12
2020	Hairdresser - after 1st year qualified	R 4,275.84	R 4,532.39	R 1,045.94	R 174.32	R 19.37	R 108.00	R 82.96	R 271.94	R 271.94	R 22.66	R 22.66
2023	Hairdresser - Qualified - Part Time	R 4,038.43	R 4,280.74	R 987.87	R 164.64	R 18.29	R 108.00	R 82.96	R 256.84	R 256.84	R 21.40	R 21.40
2022	Hairdresser - Qualified	R 6,076.25	R 6,440.82	R 1,486.36	R 247.73	R 27.53	R 108.00	R 82.96	R 386.45	R 386.45	R 32.20	R 32.20
2046	LEARNER – Entry Level	R 2,589.63	R 2,745.01	R 633.47	R 105.58	R 11.73	R 108.00	R 45.69	R 164.70	R 164.70	R 13.73	R 13.73
2048	LEARNER – Level 2	R 2,800.09	R 2,968.09	R 684.95	R 114.16	R 12.68	R 108.00	R 45.69	R 178.09	R 178.09	R 14.84	R 14.84
2050	LEARNER – Level 3	R 3,091.38	R 3,276.87	R 756.21	R 126.03	R 14.00	R 108.00	R 45.69	R 196.61	R 196.61	R 16.38	R 16.38
2052	LEARNER – Level 4	R 3,409.63	R 3,614.21	R 834.05	R 139.01	R 15.45	R 108.00	R 45.69	R 216.85	R 216.85	R 18.07	R 18.07
4000	STUDENTS - Entry Level	R 2,589.63	R 2,745.01	R 633.47	R 105.58	R 11.73	R 108.00	R 45.69	R 164.70	R 164.70	R 13.73	R 13.73
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,800.09	R 2,968.09	R 684.95	R 114.16	R 12.68	R 108.00	R 45.69	R 178.09	R 178.09	R 14.84	R 14.84
4002	STUDENTS - Module 4 (Level 3 & 4)	R 3,091.38	R 3,276.87	R 756.21	R 126.03	R 14.00	R 108.00	R 45.69	R 196.61	R 196.61	R 16.38	R 16.38
4003	STUDENTS - Module 6 (Level 5 & 6)	R 3,409.63	R 3,614.21	R 834.05	R 139.01	R 15.45	R 108.00	R 45.69	R 216.85	R 216.85	R 18.07	R 18.07
3028	Make-up Artist Trainee	R 3,880.59	R 4,113.42	R 949.26	R 158.21	R 17.58	R 108.00	R 82.96	R 246.81	R 246.81	R 20.57	R 20.57
3026	Make-up Artist	R 5,515.48	R 5,846.41	R 1,349.18	R 224.86	R 24.98	R 108.00	R 82.96	R 350.78	R 350.78	R 29.23	R 29.23
3032	Manager - Beauty	R 8,794.21	R 9,321.86	R 2,151.21	R 358.54	R 39.84	R 108.00	R 82.96	R 559.31	R 559.31	R 46.61	R 46.61
2060	Manager - Hairdresser	R 8,087.57	R 8,572.82	R 1,978.36	R 329.73	R 36.64	R 108.00	R 86.56	R 514.37	R 514.37	R 42.86	R 42.86
2054	Manager - only (Hairdressing)	R 7,894.64	R 8,368.31	R 1,931.16	R 321.86	R 35.76	R 108.00	R 86.56	R 502.10	R 502.10	R 41.84	R 41.84
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 2,250.86	R 2,385.91	R 550.60	R 91.77	R 10.20	R 108.00	R 82.96	R 143.15	R 143.15	R 11.93	R 11.93
3034	Manicurist / Pedicurist / Wax Technician	R 3,199.19	R 3,391.14	R 782.58	R 130.43	R 14.49	R 108.00	R 82.96	R 203.47	R 203.47	R 16.96	R 16.96
3040	Nail technician - Unqualified	R 3,389.75	R 3,593.14	R 829.19	R 138.20	R 15.36	R 108.00	R 82.96	R 215.59	R 215.59	R 17.97	R 17.97
3084	Nail Technician - Certified	R 3,491.45	R 3,700.94	R 854.07	R 142.34	R 15.82	R 108.00	R 82.96	R 222.06	R 222.06	R 18.50	R 18.50

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NATIONAL BARGAINING COUNCIL
Hairdressing - Cosmetology - Beauty & Skincare Industry

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Hourly Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
3038	Nail technician - Qualified	R 5,515.48	R 5,846.41	R 1,349.18	R 224.86	R 24.98	R 108.00	R 82.96	R 350.78	R 350.78	R 29.23	R 29.23
3087	Massage Therapist - One Year Qualified	R 3,710.00	R 3,932.60	R 907.53	R 151.26	R 16.81	R 108.00	R 82.96	R 235.96	R 235.96	R 19.66	R 19.66
2066	Operator - Trainee - Part Time	R 1,881.27	R 1,994.14	R 460.19	R 76.70	R 8.52	R 108.00	R 63.72	R 119.65	R 119.65	R 9.97	R 9.97
2067	Operator - Trainee	R 2,823.18	R 2,992.57	R 690.60	R 115.10	R 12.79	R 108.00	R 63.72	R 179.55	R 179.55	R 14.96	R 14.96
2069	Operator - Part Time	R 2,845.00	R 3,015.70	R 695.94	R 115.99	R 12.89	R 108.00	R 63.72	R 180.94	R 180.94	R 15.08	R 15.08
2068	Operator	R 4,269.42	R 4,525.58	R 1,044.37	R 174.06	R 19.34	R 108.00	R 63.72	R 271.53	R 271.53	R 22.63	R 22.63
3042	Receptionist - Beauty Establishment	R 5,464.12	R 5,791.97	R 1,336.62	R 222.77	R 24.75	R 108.00	R 82.96	R 347.52	R 347.52	R 28.96	R 28.96
2083	Receptionist - Hairdressing salon - Part Time	R 3,330.07	R 3,529.88	R 814.59	R 135.77	R 15.09	R 108.00	R 82.96	R 211.79	R 211.79	R 17.65	R 17.65
2082	Receptionist - Hairdressing salon	R 4,998.31	R 5,298.21	R 1,222.67	R 203.78	R 22.64	R 108.00	R 82.96	R 317.89	R 317.89	R 26.49	R 26.49
3048	Somatologist 3 Years	R 6,541.47	R 6,933.96	R 1,600.16	R 266.69	R 29.63	R 108.00	R 82.96	R 416.04	R 416.04	R 34.67	R 34.67
3052	Somatologist B Tech - 4 years	R 7,194.88	R 7,626.57	R 1,759.99	R 293.33	R 32.59	R 108.00	R 82.96	R 457.59	R 457.59	R 38.13	R 38.13
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R 2,605.91	R 2,762.27	R 637.45	R 106.24	R 11.80	R 108.00	R 82.96	R 165.74	R 165.74	R 13.81	R 13.81
1001	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting - Part Time	R 1,738.10	R 1,842.39	R 425.17	R 70.86	R 7.87	R 108.00	R 82.96	R 110.54	R 110.54	R 9.21	R 9.21
2089	Working Employer (in Salon with Staff)	R 6,076.25	R 6,440.82	R 1,486.36	R 247.73	R 27.53					R 96.61	
2139	Rent A Chair / One Man Band (No Staff)	R 6,076.25	R 6,440.82	R 1,486.36	R 247.73	R 27.53	R 108.00				R 193.22	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed **DAILY** rate for that category of employment. 3 Days per week is calculated at two thirds of the basic wage. Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.

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Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Hourly Rate	Union or Agency Fee	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	National SPF Employer	National SPF Employee
	DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)										
	SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.										
	COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees will receive a minimum of 30% commission - THIS IS APPLICABLE ONLY TO AFRO SALONS **NO STOCK DEDUCTIONS ARE ALLOWED**										
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund										
	COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.										

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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	R 458.00
Bargaining Levy	R 458.00
Salon Charge	R 207.99
One Man Band / Rent A Chairs	R 206.00

Work Code	Work Code Description	2016 Salary	2017 Salary	Weekly Rate	Daily Rate	Hourly Rate	Union or Agency Fee	BC Fee Employer	BC Fee Employee	National Pension Fund (ER)	National Pension Fund (EE)	New National SPF Employer	New National SPF Employee
2000	Barber - starting 1 month	R 1,802.03	R 1,910.15	R 440.81	R 73.47	R 8.16	R 108.00	R 45.69	R 47.41	R 114.61	R 114.61	R 9.55	R 9.55
2002	Barber - Trainee	R 2,047.76	R 2,170.63	R 500.92	R 83.49	R 9.28	R 108.00	R 45.69	R 47.41	R 130.24	R 130.24	R 10.85	R 10.85
2004	Barber - Junior	R 2,784.96	R 2,952.06	R 681.25	R 113.54	R 12.62	R 108.00	R 82.96	R 86.09	R 177.12	R 177.12	R 14.76	R 14.76
2006	Barber - Senior	R 4,095.52	R 4,341.25	R 1,001.84	R 166.97	R 18.55	R 108.00	R 82.96	R 86.09	R 260.48	R 260.48	R 21.71	R 21.71
3020	Beauty Therapist / Health and skincare therapist - Unqualified	R 2,529.31	R 2,681.07	R 618.71	R 103.12	R 11.46	R 108.00	R 82.96	R 86.09	R 160.86	R 160.86	R 13.41	R 13.41
3014	Beauty Therapist / Health & Skincare Therapist	R 3,492.69	R 3,702.25	R 854.37	R 142.40	R 15.82	R 108.00	R 82.96	R 86.09	R 222.14	R 222.14	R 18.51	R 18.51
3022	Cleaner - Beauty	R 1,884.30	R 1,997.36	R 460.93	R 76.82	R 8.54	R 108.00	R 82.96	R 86.09	R 119.84	R 119.84	R 9.99	R 9.99
2011	General Assistant - Part Time	R 1,435.97	R 1,522.13	R 351.26	R 58.54	R 6.50	R 108.00	R 45.69	R 47.41	R 91.33	R 91.33	R 7.61	R 7.61
2010	General Assistant UID	R 1,864.58	R 1,976.46	R 456.11	R 76.02	R 8.45	R 108.00	R 45.69	R 47.41	R 118.59	R 118.59	R 9.88	R 9.88
2021	Hairdresser - after 1st year qualified - Part Time	R 1,980.08	R 2,098.88	R 484.36	R 80.73	R 8.97	R 108.00	R 82.96	R 86.09	R 125.93	R 125.93	R 10.49	R 10.49
2020	Hairdresser - after 1st year qualified 5D	R 2,968.19	R 3,146.28	R 726.07	R 121.01	R 13.45	R 108.00	R 82.96	R 86.09	R 188.78	R 188.78	R 15.73	R 15.73
2023	Hairdresser - Qualified - Part Time	R 2,803.93	R 2,972.17	R 685.89	R 114.32	R 12.70	R 108.00	R 82.96	R 86.09	R 178.33	R 178.33	R 14.86	R 14.86
2022	Hairdresser - Qualified 5	R 4,218.08	R 4,471.16	R 1,031.82	R 171.97	R 19.11	R 108.00	R 82.96	R 86.09	R 268.27	R 268.27	R 22.36	R 22.36
2046	LEARNER – Entry Level	R 1,797.84	R 1,905.72	R 439.78	R 73.30	R 8.14	R 108.00	R 45.69	R 47.41	R 114.34	R 114.34	R 9.53	R 9.53
2048	LEARNER – Level 2	R 1,942.86	R 2,059.44	R 475.26	R 79.21	R 8.80	R 108.00	R 45.69	R 47.41	R 123.57	R 123.57	R 10.30	R 10.30
2050	LEARNER – Level 3	R 2,145.62	R 2,274.36	R 524.86	R 87.48	R 9.72	R 108.00	R 45.69	R 47.41	R 136.46	R 136.46	R 11.37	R 11.37
2052	LEARNER – Level 4	R 2,366.33	R 2,508.31	R 578.85	R 96.47	R 10.72	R 108.00	R 45.69	R 47.41	R 150.50	R 150.50	R 12.54	R 12.54
4000	STUDENTS - Entry Level	R 1,797.84	R 1,905.72	R 439.78	R 73.30	R 8.14	R 108.00	R 45.69	R 47.41	R 114.34	R 114.34	R 9.53	R 9.53
4001	STUDENTS - Module 2 (Level 1 & 2)	R 1,942.86	R 2,059.44	R 475.26	R 79.21	R 8.80	R 108.00	R 45.69	R 47.41	R 123.57	R 123.57	R 10.30	R 10.30
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,145.62	R 2,274.36	R 524.86	R 87.48	R 9.72	R 108.00	R 45.69	R 47.41	R 136.46	R 136.46	R 11.37	R 11.37
4003	STUDENTS - Module 6 (Level 5 & 6)	R 2,366.33	R 2,508.31	R 578.85	R 96.47	R 10.72	R 108.00	R 45.69	R 47.41	R 150.50	R 150.50	R 12.54	R 12.54
3028	Make-up Artist Trainee	R 2,395.85	R 2,539.61	R 586.07	R 97.68	R 10.85	R 108.00	R 82.96	R 86.09	R 152.38	R 152.38	R 12.70	R 12.70
3026	Make-up Artist	R 3,403.21	R 3,607.41	R 832.49	R 138.75	R 15.42	R 108.00	R 82.96	R 86.09	R 216.44	R 216.44	R 18.04	R 18.04
3032	Manager - Beauty	R 5,426.92	R 5,752.54	R 1,327.52	R 221.25	R 24.58	R 108.00	R 82.96	R 86.09	R 345.15	R 345.15	R 28.76	R 28.76
2060	Manager - Hairdresser	R 5,614.27	R 5,951.12	R 1,373.35	R 228.89	R 25.43	R 108.00	R 86.56	R 89.83	R 357.07	R 357.07	R 29.76	R 29.76
2054	Manager - only (Hairdressing)	R 5,530.88	R 5,862.73	R 1,352.95	R 225.49	R 25.05	R 108.00	R 86.56	R 89.83	R 351.76	R 351.76	R 29.31	R 29.31
3036	Manicurist / Pedicurist / Wax Technician -Unqualified	R 1,388.50	R 1,471.81	R 339.65	R 56.61	R 6.29	R 108.00	R 82.96	R 86.09	R 88.31	R 88.31	R 7.36	R 7.36
3034	Manicurist / Pedicurist / Wax Technician	R 1,973.67	R 2,092.09	R 482.79	R 80.47	R 8.94	R 108.00	R 82.96	R 86.09	R 125.53	R 125.53	R 10.46	R 10.46
3040	Nail technician - Unqualified	R 2,091.70	R 2,217.20	R 511.67	R 85.28	R 9.48	R 108.00	R 82.96	R 86.09	R 133.03	R 133.03	R 11.09	R 11.09
3084	Nail Technician - Certified	R 2,154.45	R 2,283.72	R 527.02	R 87.84	R 9.76	R 108.00	R 82.96	R 86.09	R 137.02	R 137.02	R 11.42	R 11.42
3038	Nail technician - Qualified	R 3,403.21	R 3,607.41	R 832.49	R 138.75	R 15.42	R 108.00	R 82.96	R 86.09	R 216.44	R 216.44	R 18.04	R 18.04

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NATIONAL BARGAINING COUNCIL
Hairdressing - Cosmetology - Beauty & Skincare Industry

3087	Massage Therapist - One Year Qualified	R	3,710.00	R	3,932.60	R	907.53	R	151.26	R	16.81	R	108.00	R	82.96	R	86.09	R	235.96	R	235.96	R	19.66	R	19.66
2066	Operator - Trainee - Part Time	R	1,305.08	R	1,383.39	R	319.25	R	53.21	R	5.91	R	108.00	R	63.72	R	66.12	R	83.00	R	83.00	R	6.92	R	6.92
2067	Operator - Trainee	R	1,959.54	R	2,077.11	R	479.34	R	79.89	R	8.88	R	108.00	R	63.72	R	66.12	R	124.63	R	124.63	R	10.39	R	10.39
2069	Operator - Part Time	R	1,974.94	R	2,093.44	R	483.10	R	80.52	R	8.95	R	108.00	R	63.72	R	66.12	R	125.61	R	125.61	R	10.47	R	10.47
2068	Operator	R	2,963.05	R	3,140.84	R	724.82	R	120.80	R	13.42	R	108.00	R	63.72	R	66.12	R	188.45	R	188.45	R	15.70	R	15.70
3042	Receptionist - Beauty Establishment	R	3,371.74	R	3,574.05	R	824.79	R	137.46	R	15.27	R	108.00	R	82.96	R	86.09	R	214.44	R	214.44	R	17.87	R	17.87
2083	Receptionist - Hairdressing salon - Part Time	R	2,332.98	R	2,472.95	R	570.69	R	95.11	R	10.57	R	108.00	R	82.96	R	86.09	R	148.38	R	148.38	R	12.36	R	12.36
2082	Receptionist - Hairdressing salon	R	3,502.03	R	3,712.15	R	856.66	R	142.78	R	15.86	R	108.00	R	82.96	R	86.09	R	222.73	R	222.73	R	18.56	R	18.56
3048	Somatologist 3 Years	R	4,036.36	R	4,278.55	R	987.36	R	164.56	R	18.28	R	108.00	R	82.96	R	86.09	R	256.71	R	256.71	R	21.39	R	21.39
3052	Somatologist B Tech - 4 years	R	4,440.37	R	4,706.79	R	1,086.19	R	181.03	R	20.11	R	108.00	R	82.96	R	86.09	R	282.41	R	282.41	R	23.53	R	23.53
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting	R	2,676.71	R	2,837.31	R	654.77	R	109.13	R	12.13	R	108.00	R	82.96	R	86.09	R	170.24	R	170.24	R	14.19	R	14.19
1001	Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting - Part Time	R	1,770.91	R	1,877.16	R	433.20	R	72.20	R	8.02	R	108.00	R	82.96	R	86.09	R	112.63	R	112.63	R	9.39	R	9.39
2089	Working Employer (in Salon with Staff)	R	4,218.08	R	4,471.16	R	1,031.82	R	171.97	R	19.11											R	67.07		
2139	Rent A Chair / One Man Band (No Staff)	R	4,218.08	R	4,471.16	R	1,031.82	R	171.97	R	19.11	R	108.00									R	134.13		

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 days per week Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment. 3 Days per week is calculated at two thirds of the basic wage. Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then 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.
WORKING EMPLOYERS AND RENT-A-CHAIR / ONE-MAN-BAND	Contributions for a Working Employer (Work Code 2089 AND 2139), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 8% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 26 working days = Daily Rate (when employee works a 6 day week) Basic Salary / Wage divided by 21.67 working days = Daily Rate (when employee works a 5 day week) Basic Salary / Wage divided by 17.33 working days = Daily Rate (when employee works a 4 day week) Basic Salary / Wage divided by 13 working days = Daily Rate (when employee works a 3 day week)
SICK PAY FUND	Sick Pay Fund Contributions to be paid by all Employees will be ½% of the Basic Salary of the Employee. Contributions payable by all Employers will be ½% of the Basic Salary of the Employee.
COMMISSION EARNERS	Qualified Hairdressers / Stylists, which are employees will receive a minimum of 30% commission - THIS IS APPLICABLE ONLY TO AFRO SALONS NO STOCK DEDUCTIONS ARE ALLOWED

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ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund
COUNCIL LEVIES FOR NEW SALONS FROM DATE OF PUBLICATION OF THIS AGREEMENT	Effective from the date of the publication of this Agreement, council levies **for new salons and employees registered after the date of publication**, will be as follows. 1. Employers **to deduct** 1.3% Council Levy from each employee's basic salary. 2. Employers **to contribute** 1.3% Council Levy, calculated on the basis of each individual employee's basic salary, in respect of each employee employed.

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