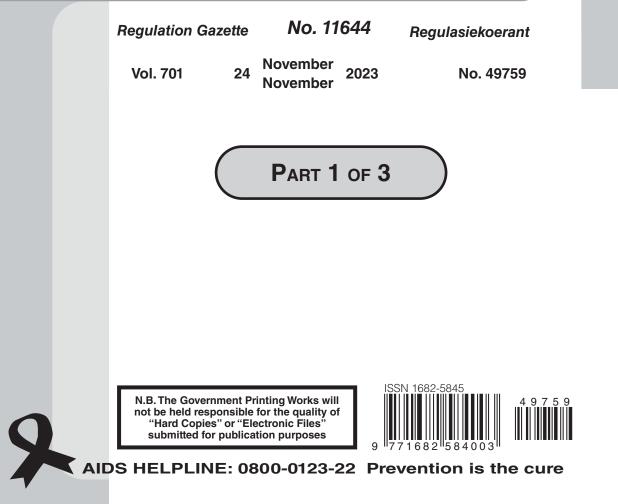


# Government Gazette Staatskoerant REPUBLIC OF SOUTH AFRICA REPUBLIEK VAN SUID AFRIKA



# **IMPORTANT NOTICE:**

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government printing Department: Government Printing Works REPUBLIC OF SOUTH AFRICA

# HIGH ALERT: SCAM WARNING!!!

# TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the GOVERNMENT PRINTING WORKS that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the Government Printing Works (GPW).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

### PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as @gpw.gov.za

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

*GPW* will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

*Government Printing Works* gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

#### **Fake Tenders**

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

#### How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

#### OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at <u>www.gpwonline.co.za</u>
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292. Email: <u>Annamarie.DuToit@gpw.gov.za</u>

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193. Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176. Email: Daniel.Legoabe@gpw.gov.za

#### Closing times for **ORDINARY WEEKLY REGULATION GAZETTE** The closing time is **15:00** sharp on the following days: 29 December, Thursday for the issue of Friday 06 January 2023 06 January, Friday for the issue of Friday 13 January 2023 > 13 January, Friday for the issue of Friday 20 January 2023 > 20 January, Friday for the issue of Friday 27 January 2023 > ≻ 27 January, Friday for the issue of Friday 03 February 2023 03 February, Friday for the issue of Friday 10 February 2023 > 10 February, Friday for the issue of Friday 17 February 2023 17 February, Friday for the issue of Friday 24 February 2023 ≻ 24 February, Friday for the issue of Friday 03 March 2023 03 March, Friday for the issue of Friday 10 March 2023 > 10 March, Friday for the issue of Friday 17 March 2023 16 March, Thursday for the issue of Friday 24 March 2023 ≻ 24 March, Friday for the issue of Friday 31 March 2023 > 30 March, Thursday for the issue of Thursday 06 April 2023 05 April, Wednesday for the issue of Friday 14 April 2023 > 14 April, Friday for the issue of Friday 21 April 2023 20 April, Thursday for the issue of Friday 28 April 2023 26 April, Wednesday for the issue of Friday 05 May 2023 05 May, Friday for the issue of Friday 12 May 2023 12 May, Friday for the issue of Friday 19 May 2023 19 May, Friday for the issue of Friday 26 May 2023 26 May, Friday for the issue of Friday 02 June 2023 > 02 June, Friday for the issue of Friday 09 June 2023 > 08 June, Thursday for the issue of Thursday 15 June 2023 > 15 June, Thursday for the issue of Friday 23 June 2023 > 23 June, Friday for the issue of Friday 30 June 2023 > 30 June, Friday for the issue of Friday 07 July 2023 ≻ 07 July, Friday for the issue of Friday 14 July 2023 14 July, Friday for the issue of Friday 21 July 2023 > 21 July, Friday for the issue of Friday 28 July 2023 28 July, Friday for the issue of Friday 04 August 2023 03 August, Thursday for the issue of Friday 11 August 2023 11 August, Friday for the issue of Friday 18 August 2023 18 August, Friday for the issue of Friday 25 August 2023 25 August, Friday for the issue of Friday 01 September 2023 01 September, Friday for the issue of Friday 08 September 2023 08 September, Friday for the issue of Friday 15 September 2023 15 September, Friday for the issue of Friday 22 September 2023 21 September, Thursday for the issue of Friday 29 September 2023 29 September, Friday for the issue of Friday 06 October 2023 06 October, Friday for the issue of Friday 13 October 2023 > > 13 October, Friday for the issue of Friday 20 October 2023 > 20 October, Friday for the issue of Friday 27 October 2023 > 27 October, Friday for the issue of Friday 03 November 2023 > 03 November, Friday for the issue of Friday 10 November 2023 10 November, Friday for the issue of Friday 17 November 2023 > ≻ 17 November, Friday for the issue of Friday 24 November 2023 > 24 November, Friday for the issue of Friday 01 December 2023 01 December, Friday for the issue of Friday 08 December 2023 > 08 December, Friday for the issue of Friday 15 December 2023 15 December, Friday for the issue of Friday 22 December 2023 20 December, Wednesday for the issue of Friday 29 December 2023

# **LIST OF TARIFF RATES** FOR PUBLICATION OF NOTICES

# COMMENCEMENT: 1 APRIL 2018

# 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 R1008.80 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	252.20			
Ordinary National, Provincial	2/4 - Half Page	504.40			
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60			
Ordinary National, Provincial	4/4 - Full Page	1008.80			

# **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 R3026.32 per page.

### No. 49759 7

# **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 <u>www.gpwonline.co.za</u>

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

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	Before 10h00 on publication date	Before 10h00 on publication date
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

# **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 <u>www.gpwonline.co.za</u>.
- 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 <u>submit.egazette@gpw.gov.za</u>. 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.

# 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.

# 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.

#### **A**MENDMENTS 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 <u>info.egazette@gpw.gov.za</u>). 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.

#### **A**PPROVAL 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.

#### **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.
- 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: <u>info.egazette@gpw.gov.za</u> 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 <u>www.gpwonline.co.za</u> free of charge, should a proof of publication be required.
- 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:
<b>Government Printing Works</b>
149 Bosman Street
Pretoria

Postal Address: Private Bag X85 Pretoria 0001

For Gazette and Notice submissions: Gazette Submissions: For queries and quotations, contact: Gazette Contact Centre:

Contact person for subscribers: Mrs M. Toka:

#### **GPW Banking Details:**

Bank: ABSA Bosman Street Account No.: 405 7114 016 Branch Code: 632-005

E-mail: <u>submit.egazette@gpw.gov.za</u> E-mail: <u>info.egazette@gpw.gov.za</u> Tel: 012-748 6200

E-mail: subscriptions@gpw.gov.za Tel: 012-748-6066 / 6060 / 6058 Fax: 012-323-9574

# GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

#### DEPARTMENT OF EMPLOYMENT AND LABOUR

24 November 2023

#### LABOUR RELATIONS ACT, 1995

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

## CANCELLATION OF GOVERNMENT NOTICES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.663 of 12 June 2020, R.965 of 4 September 2020, R.1264 of 27 November 2020, R.362 of 18 June 2021, R.2141 of 10 June 2022 and R.3619 of 23 June 2023 from the date of coming into operation of this agreement.

MR TW NXEST, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 03/11/20023

#### UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. ....

USUKU: .....

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

#### UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YOKULUNGISWA KWEZINWELE, UBUHLE KANYE NOKUNAKEKELWA KWESIKHUMBA:

#### UKWESULWA KWEZAZISO ZIKAHULUMENI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi nezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iZaziso zikaHulumeni ezingunombolo R.663 kuNhlangulana 2020, R.965 kuMandulo 2020, R.1264 kuLwezi 2020, R.2141 kuNhlangulana 2022, kanye no R.3619 somhlaka 30 kuNhlangulana 2023 kusukela ngosuku lokusebenza kwalesi sivumelwano.

MNUMZANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI USUKU: 03/11/2023

#### NO. R. 4107

#### DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4108

24 November 2023

## LABOUR RELATIONS ACT, 1995

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

I, THEMBELANI WALTERMADE NXESI, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto which was concluded in the National Bargaining Council for the Hairdressing Cosmetology Beauty and Skincare Industry, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 2025.

MRTWNXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 03/11/2003

#### UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. .....

USUKU: .....

#### UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

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

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

MNUMZANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI USUKU:  $O \ge 1 + 1 + 2 = 2 = 2$ 

#### SCHEDULE

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

# MAIN COLLECTIVE AGREEMENT

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

# Employers' Organisation for Hairdressing, Cosmetology and Beauty

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

and

# UASA - The Union

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

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

# 1. SCOPE OF APPLICATION

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

For the purpose hereof

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

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

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

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

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

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

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

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

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

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

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

#### 2. PERIOD OF OPERATION

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

#### 3. INDUSTRIAL ACTION

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

## TERMS AND CONDITIONS THAT WILL APPLY NATIONALLY

#### 4. **DEFINITIONS**

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

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

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

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

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

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

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

4.2.16 **"CLERICAL EMPLOYEE, RECEPTIONIST, TELEPHONIST, ADMINISTRATOR AND / OR FRONT DESK CO-ORDINATOR"** means an Employee who is employed in an Establishment and who performs 1 (one) or more of the following activities:

4.2.16.1 receives clients and/or book appointments;

- 4.2.16.2 keep accounts and records;
- 4.2.16.3 does any clerical work;
- 4.2.16.4 handles cash;
- 4.2.16.5 responsible for counter sales;
- 4.2.16.6 responsible for stock control;
- 4.2.16.7 responsible for advertising and promotion;
- 4.2.16.8 arranges merchandising displays;
- 4.2.16.9 running errands.
- 4.2.17 **"COLLECTIVE AGREEMENT"** means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions on the one hand, and on the other hand that binds the terms of section 31 and 32 of the Act:
- 4.2.17.1 (one) or more employers;
- 4.2.17.2 (one) or more registered employers' organisations; or
- 4.2.17.3 (one) or more employers and 1 (one) or more registered employers' organisations;
- 4.2.18 **"COMMISSION"** means the amount of money payable by an Employer to an Employee by virtue of a commission agreement concluded between an Employer and Employee, or which may be prescriptive by virtue of this Agreement, which may consist of:

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

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

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

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

- 4.2.41.4 time management;
- 4.2.41.5 marketing and promotions;
- 4.2.41.6 administration, accounts and orders;
- 4.2.41.7 grievance and disciplinary procedures;
- 4.2.41.8 salon maintenance and security;
- 4.2.41.9 housekeeping and running costs;
- 4.2.41.10 cash control; and
- 4.2.41.11 quality control of all of the above-mentioned functions.
- 4.2.42 **"MASSAGE THERAPIST" means** a person executing, performing or applying massage therapy;
- 4.2.43 "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;
- 4.2.44 "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;
- 4.2.45 **"MULTI SKILLED OPERATOR"** means an operator that also performs some of the duties of a Hairdresser/Hairstylists;
- 4.2.46 "NAIL TECHNICIAN" means 1 (one) of any of the 3 (three) job categories being either:-
- 4.2.46.1 Qualified Nail Technician: means an Employee that has completed a
   1 (one) year formal qualification to apply artificial nails and provide nailcare therapy to the hands and/or feet; and

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

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

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

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

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

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

## 5. REGISTRATION OF AN ESTABLISHMENT

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

#### 6. APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT

- 6.1 Prior to the commencement of the rendering of Cosmetology Services at an Establishment, every Employer of an Establishment shall apply to the Council in the form specified in <u>annexure "A"</u> for registration of the Establishment and shall, as part of the registration process, also submit a duly completed <u>annexure "B"</u> in respect of all Employees employed at the Establishment.
- 6.2 A separate application shall be completed in respect of each Establishment operated by an Employer.
- 6.3 No disqualified person may have a direct or indirect interest in or operate an Establishment.
- 6.4 For the purpose of clause 6.3 above, a disqualified person shall be an Employer, that:
- 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 shall be entitled to operate an Establishment unless it has complied with the provisions of clause 6.1 above.
- 6.6 Should any of the details that appears on the <u>annexure "A"</u>, submitted by the Employer upon registration of an Establishment as contemplated in clause 6.1 above, subsequent to registration, change, the Employer shall be obliged to, within 14 (fourteen) days of such change taking place, notify the Council by way of written notice stating the nature and details of the change, which will be submitted to the Council to amend@hcsbc.co.za.

## 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL

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

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

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

## 8. KEEPING OF RECORDS BY AN EMPLOYER

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

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

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

# 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT

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

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

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

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

## 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

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

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

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

## 11. DESIGNATED AGENTS

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

## 12. CO-OPERATION WITH DESIGNATED AGENTS

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

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

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

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

## 14. STRIKES AND LOCK-OUTS

- 14.1 No person bound by the provision of this Agreement shall engage in a lawful strike or lockout or any other conduct in the furtherance of a lawful strike or lockout in respect of any matter regulated by this Main Collective Agreement.
- 14.2 The Council shall be the only forum for negotiations and conclusion of substantive agreements on remuneration or Basic salaries or wages, and benefits and other conditions of employment between Employers and the Employers' organisation on the one hand and Employees and the trade union on the other hand, for purpose of concluding a collective agreement.

# 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

- 15.1 For the purposes of defraying the expenses of the Council, every Employer shall be obliged to deduct from the earnings of each Employee and pay to the Council, those deductions reflected in the appropriate column of the Basic salary or wages schedules which are attached hereto as <u>annexure "H"</u>.
- 15.2 In addition to the deductions recorded in clause 15.1 above, the Employer shall:
- 15.2.1 deduct from each Employee the levy amount as reflected from time to time in the Basic salary or wages schedules;

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

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

# 16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

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

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

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

## 17. TRADE UNION: MEMBERSHIP FEES

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

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

## 18. EXEMPTIONS

# 18.1 General exemption from any provisions of this Agreement

- 18.1.1 An application for the exemption of the provisions contained in this Agreement by a party shall be heard by the Council's Exemption Committee. An application for the exemption of the provisions contained in this Agreement by a non-party shall be heard by an Independent Exemption Committee consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Labour Relations Act, 1995.
- 18.1.2 The Exemption Committee shall consist of 3 (three) persons, 1 (one) each appointed from each of the parties to this Agreement and a Council Employee.
- 18.1.3 An application for exemption shall be in writing and made to the CEO of the Council in the form as set forth in <u>annexure "D"</u> hereto.
- 18.1.4 All applications for exemption shall be supported by such supporting documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.
- 18.1.5 The Exemptions Committee shall decide on an application for exemption within30 (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 Labour Relations Act, 1995 the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals from both a party or non-party against a refusal of a party or non-party's application for exemption from the provisions of this Agreement and the withdrawal of such exemption by the Council.
- 18.3.2 An Applicant may lodge an appeal with the Council against the Exemption Committee's refusal for exemption or the withdrawal of exemption, which appeal shall be lodged within 14 (fourteen) calendar days of the Applicant

being notified in writing of the exemption being refused or being withdrawn, as the case may be.

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

## 18.4 The granting of exemption or withdrawal thereof

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

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

# 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGES AND AUTHORISED DEDUCTIONS

- 19.1 An Employer shall pay to an Employee a Basic salary or wages not less than the applicable prescribed Basic salary or Wages set forth in <u>annexure "H"</u>, as amended from time to time.
- 19.2 Unless the contrary is expressly authorised in this Main Collective Agreement, nothing in this clause 19 shall operate to permit a reduction in the Remuneration or Basic Salary or Wages of an Employee who was receiving, at the date of coming into operation of this Agreement, a Remuneration of Basic Salary or Wage whilst such Employee remains in the employ of the same Employer.

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

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

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

indicated by an agreement entered into by and between the Employer and Employee or any other legislation.

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

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

## 20. SHORT TIME

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

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

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

## 21. LEAVE

## 21.1 Annual Leave

21.1.1 Annual leave shall fall due on the first working day after completion of each leave cycle.

21.1.2 An Employer must grant annual leave equal to the number of days the Employee would ordinarily have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period; it must be paid to the Employee, subject to the provisions of clause 21.1.3 below.

- 21.1.3 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.4 Annual leave shall be taken:
- 21.1.4.1 in accordance with an agreement between the Employer and Employee; or
- 21.1.4.2 if there is no agreement in terms of 21.1.3.1, at a time determined by the Employer.
- 21.1.5 An Employer and Employee may not enter into an agreement in terms of which the Employee forfeits leave against payment by the Employer save:
- 21.1.5.1 on termination of the Employee's employment; and
- 21.1.5.2 in accordance with sections 40(b) and (c) of the Basic Conditions of Employment Act, 1997.
- 21.1.6 In the event of an Employee's death, all leave pay accrued to the Employee at that point in time, shall be paid into the Employee's estate.

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

## 21.2 Maternity Leave

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

## 21.3 Union leave.

21.3.1. As per each Area below.

## 22. PERSONAL SERVICES COMMISSION ("PSC")

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

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applicable (or pro-rata part thereof should the Employee be employed for less than a 12 (twelve) month period); <u>multiplied by</u>

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

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

# 23. TERMINATION OF SERVICE

- 23.1 An Employer or Employee, other than a Casual Employee, who wishes to terminate the Employee's employment with the Employer, shall be obliged to only give the following period of notice:
- 23.1.1 1 (one) calendar days' notice should termination occur during the 1<sup>st</sup> (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 1<sup>st</sup> (first) occasion reasonable possible of the Employee falling ill, but no later than on the Employee's return to work.
- 23.6 The notice period may not run concurrently with, and shall not be given during, an Employee's temporary absence due to annual leave, or maternity leave.

# 24. CERTIFICATE OF SERVICE

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

# 25. PROHIBITION OF PRIVATE WORK

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

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

# 26. PROVISION OF EQUIPMENT

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

- 26.2.14 Additional Protective garments;
- 26.2.15 Highlight caps and strop;
- 26.3 Should only Barbering services be rendered in an Establishment:-
- 26.3.1 an Employer must provide each Barber with at least:
- 26.3.1.1 1 (one) sterilizing unit containing a solution of at least 40% (forty percent) formalin for the necessary purpose of sterilizing barbering tools, other than shaving brushes; and
- 26.3.1.2 a sterilizing cabinet operation with ultraviolet rays for the same purposes; and
- 26.3.1.3 an antiseptic bath containing a solution equivalent to that of formalin in the ration of 56 (fifty-six) ml to 2,25 (two and a quarter) litres of water for the purpose of sterilizing shaving brushes; and
- 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 on the one side and the Employee on the other side and be returned on the Employee's services with the Employer being terminated for whatsoever reason.

# 28. LEANERSHIP AND STUDENT CONTRACTS

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

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

- 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.
- 28.8 A Learner shall only be entitled to the allowances contemplated in schedule 2 of the NMWA if such a Learner has concluded a learnership agreement as postulated in section 17 of the Skills Development Act, Act 97 of 1998 i.e. a learnership agreement:-
- 28.8.1 entered into by and between the Learner, an Employer and an accredited Training Provider; and
- 28.8.2 which agreement is in the prescribed form and is registered in the prescribed manner.
- 28.9 Should a Learner conclude a learnership agreement in terms of section 17 of the Skills Development Act, Act 97 of 1998, the allowances postulated in schedule 2 to the NMVVA will be used for purposes of calculating any compulsory contributions to be made in terms of this Main Collective Agreement.

# 29. PENSION FUND

# 29.1 Establishment of the fund

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

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

#### 29.2 Contributions to the Fund

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

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

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

# 29.3 Membership

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

# 30. INDEMNITY

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

# 31. COMMISSION AGREEMENT

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

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

31.3 The provisions of clause 31.2 above shall also include any Retail Commission payable to an Employee i.e. any Retail Commission payable to an Employee will be taken into consideration when payment is made to achieve the National Minimum Wage as contemplated in schedule 1 of the NMWA.

# 32. HOURS OF WORK

32.1 As per each Area below.

- 33. MEAL INTERVAL
- 33.1 As per each Area below.
- 34. OVERTIME
- 34.1 As per each Area below.
- 35. PUBLIC HOLIDAYS
- 35.1 As per each Area below.

36. SICK PAY

36.1 The provisions of the Sick Pay Fund ("SPF") rules as set forth in <u>Annexure I</u>, shall apply.

# 37. SEVERANCE OR RETRENCHMENT PAY

- 37.1 As per each Area below.
- 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

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

# 39. BEAUTY AND SKINCARE

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

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

# AREA A

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

# 1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

# 2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

# 3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement, applies.

# 4. DEFINITIONS

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

# Part time employees

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

- 4.1.2 a part-time Employee employed for 2 (two) days per week may not be employed for more than 9 (nine) hours per day and not more than 18 (eighteen) hours per week;
- 4.1.3 a part-time Employee employed for 3 (three) days per week may not be employed for more than 9 (nine) hours per day and not more than 27 (twentyseven) 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 to3 (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

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10.1 The provisions of the National Agreement above, applies.

# 11. DESIGNATED AGENTS

11.1 The provisions of the National Agreement above, applies.

# 12. CO-OPERATION WITH DESIGNATED AGENTS

- 12.1 The provisions of the National Agreement above, applies.
- 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS
- 13.1 The provisions of the National Agreement above, applies.

# 14. STRIKES AND LOCK-OUTS

14.1 The provisions of the National Agreement above, applies.

# 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION

- 15.1 For the purposes of defraying the expenses of the Council, every Employer shall be obliged to deduct from the earnings of each Employee those deductions reflected in the appropriate column of the Contribution Schedule attached hereto, and to be read as if incorporated herein.
- 15.2 In addition to the deductions recorded in clause 15.1 above, the Employer shall:
- 15.2.1 pay the basic Establishment charge for each Establishment owned or operated by an Employer indicated in the Contribution Schedule;
- 15.2.2 pay the contribution payable by the Employer per Employee indicated in the appropriate column of the Contribution Schedule;

15.3 Should the total of the amounts specified in clauses 15.1 and 15.2, be less than the total minimum charge specified in the Contribution Schedule, the Employer shall pay the total minimum charge specified in the Contribution Schedule.

# 16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

16.1 The provisions of the National Agreement above, applies.

# 17. TRADE UNION: MEMBERSHIP FEES

17.1 The provisions of the National Agreement above, applies.

# 18. EXEMPTIONS

18.1 The provisions of the National Agreement above, applies.

# 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 are terminated and the Employee is re-employed by the same Establishment or Employer, subject to the time period between the termination and re-employment not exceeding 90 (ninety) days.
- 19.5 After an Employee has been in the continuous service with the same Establishment or the same Employer/s:-
- 19.5.1 for a period of 5 (five) consecutive years of service, the Employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 5% (five percent) of the prescribed monthly basic salary for that category of Employee;
- 19.5.2 for a period of 10 (ten) consecutive years of service, the Employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 10% (ten percent) of the prescribed monthly basic salary for that category of Employee.
- 19.6 The provisions of clause 19.5 shall not apply to any beauty or skincare category.
- 19.7 Remuneration or Basic salary or wages specified for an Employee, in the schedules to this Agreement, who earns only commission and no Basic

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

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

# 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 5<sup>th</sup> (fifth) year of employment, to 24 (twenty-four) working days' leave, on full pay.
- 21.1.3 An Employee who is dismissed by an Employer 3 (three) months prior to the completion of 5 (five) years' continuous service and who is, within 30 (thirty) days after the completion of the 5 (five) year period, re-employed by the same Employer, shall be entitled to the 24 (twenty-four) working days' leave, as envisaged in clause 21.1.2 above.
- 21.1.4 An Employer must grant annual leave equal to the number of days the Employee would ordinary have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.5 below.

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

# 21.2 Family Responsibility Leave

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

21.2.2.2 when the Employee's child is sick.

# 21.3 Compassionate Leave

- 21.3.1 An Employer shall grant an Employee, during each leave cycle, a maximum of 6 (six) days' paid leave, which the Employee shall be entitled to take on the death of any of the Employee's Immediate family.
- 21.3.2 Compassionate leave shall commence upon request of the Employee, but not prior to the day of the death and shall end (6) six working days thereafter.
- 21.3.3 An Employee shall be entitled to full pay whilst being on compassionate leave.
- 21.3.4 An Employee shall be obliged to present proof, to the reasonable satisfaction of the Employer, indicating the death and/or that the deceased is immediate family. If a dispute arises between the Employer and Employee as to the reasonableness of the proof tendered by the Employee, the CEO of the Council shall act as referee, whose decision shall be final and binding.
- 21.3.5 An Employer shall be obliged to afford an Employee compassionate leave on the death of any relative of an Employee, who is not Immediate family subject to:-
- 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 clauses21.2.2 and 21.3.1 for which the leave is required.
- 21.3.10 An Employee's unused entitlement to leave in terms of clauses 21.2 and 21.3 shall lapse at the end of each leave cycle in which it accrues.
- 21.3.11 This Agreement may vary the number of days and the circumstances under which leave is to be granted in terms of clauses 21.2 and 21.3.

# 21.4 Union Leave

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

# 22. PERSONAL SERVICES COMMISSION (PSC)

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

# 23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

# 24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

# 25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

# 26. PROVISION OF EQUIPMENT

26.1 The provisions of the National Agreement above, applies.

# 27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

# 28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

# 29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

#### 30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

# 31. COMMISSION AGREEMENTS

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

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

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

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

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

# 32. HOURS OF WORK

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

# 33. MEAL INTERVAL

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- 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 the following percentages of their Average PSC (Personal Services Commission) earned in the past 12 months, being:
- 37.1.5.2.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31<sup>st</sup> of May 2024;
- 37.1.5.2.2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and
- 37.1.5.2.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

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

# 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this area.

# AREA B

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

# 1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

# 2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

# 3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement above, applies.

# 4. **DEFINITIONS**

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

# 4.1 Part time employees

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

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

# 5. REGISTRATION OF AN ESTABLISHMENT

5.1 The provisions of the National Agreement above, applies.

# 6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT

6.1 The provisions of the National Agreement above, applies.

# 7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL

7.1 The provisions of the National Agreement above, applies.

# 8. KEEPING OF RECORDS BY EMPLOYER

8.1 The provisions of the National Agreement above, applies.

# 9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT

9.1 The provisions of the National Agreement above, applies.

# 10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

10.1 The provisions of the National Agreement above, applies.

# 11. DESIGNATED AGENTS

11.1 The provisions of the National Agreement above, applies.

# 12. CO-OPERATION WITH DESIGNATED AGENTS

12.1 TI	ne provisions	of the Nationa	Aareement	above.	applies.
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# 13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS

13.1 The provisions of the National Agreement above, applies.

# 14. STRIKES AND LOCK-OUTS

14.1 The provisions of the National Agreement above, applies.

# 15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND UNION

15.1 The provisions of the National Agreement above, applies.

# 16. EMPLOYERS' ORGANISATION: MEMBERSHIP

16.1 The provisions of the National Agreement above, applies.

# 17. TRADE UNION: MEMBERSHIP FEES

17.1 The provisions of the National Agreement above, applies.

#### 18. EXEMPTIONS

18.1 The provisions of the National Agreement above, applies.

# 19. PAYMENT, CALCULATION OF BASIC SALARY OR WAGE AND AUTHORISED DEDUCTIONS

19.1 Salary rates with effect from the date of coming into operation of this Agreement shall be as follows:

- 19.1.1 all Employees employed in Establishments working 40 (forty) hours per week in the magisterial district of Pretoria and Wonderboom shall be paid salaries as prescribed in annexure "H10".
- 19.1.1.1 all Employees employed in Establishments working 45 (forty-five) hours per week in the magisterial district of Pretoria, Wonderboom, Rustenburg, Brits and Mankwe, Mpumalanga and Limpopo shall be paid salaries as prescribed in <u>annexure "H11"</u>
- 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 <u>annexure "H12"</u>.
- 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 1<sup>st</sup> (first) year qualified hairdresser:-
- 19.2.1 chemical reformation of the hair, including permanent waving, relaxing andstraightening of hair;
- 19.2.2 hair cutting and shaping;
- 19.2.3 barbering services, including shaving and singeing of hair;
- 19.2.4 hairstyling and arranging, including design, curling, waving (whatever means are used, including water, the Marcel method, or heat), blow drying and blow waving and styling, tonging, pressing and silking;
- 19.2.5 adding natural and artificial hair and hair extensions to hair, board work, postiche, wig making or performing any operation on any wig or hairpiece to be worn by any person;

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

#### 20. SHORT -TIME

20.1 The provisions of the National Agreement above, applies.

# 21. LEAVE

#### 21.1 Annual leave and payment

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

leave of absence, on full pay, reckoned at the wage the Employee was receiving the week immediately prior to proceeding of leave.

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

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

# 21.2 Family Responsibility Leave

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

# 21.3 Maternity Leave

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

### 21.4 Sick Leave

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

# 21.5 Union Leave

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

### 22. PERSONAL SERVICES COMMISSION (PSC)

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

# 24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

### 25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

### 26. PROVISION OF EQUIPMENT

- 26.1 The provisions of the National Agreement above, applies.
- 27. UNIFORMS AND PROTECTIVE CLOTHING
- 27.1 The provisions of the National Agreement above, applies.

### 28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

### 29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

### 30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

# 31. COMMISSION AGREEMENTS

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

### 32. HOURS OF WORK

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

### 33. MEAL INTERVAL

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

shall not be required or permitted to work during such interval. The meal interval shall not form part of the normal working hours.

- 33.2 Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.
- 33.3 An agreement in writing may reduce the meal interval to not less than 30 (thirty) minutes.

### 34. OVERTIME

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

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

### 35. PUBLIC HOLIDAYS

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

### 36. SICK PAY

36.1 The provisions of the Sick Pay Fund shall apply.

# 37. SEVERANCE OR RETRENCHMENT PAY

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

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

# 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this area.

### AREA C

In respect of the Kwa Zulu Natal Province;

# 1. SCOPE OF APPLICATION OF THE AGREEMENT

1.1 The provisions of the National Agreement above, applies.

# 2. PERIOD OF OPERATION

2.1 The provisions of the National Agreement above, applies.

### 3. INDUSTRIAL ACTION

3.1 The provisions of the National Agreement above, applies.

### 4. **DEFINITIONS**

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

### 4..1 Part time employees

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

### 5. REGISTRATION OF AN ESTABLISHMENT

5.1 The provisions of the National Agreement above, applies.

# 6. APPLICATION FOR REGISTRATION OF ESTABLISHMENT

6.1 The provisions of the National Agreement above, applies.

RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL

7.

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	
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	This gazette is also available free online at <b>www.gpwonline.co.za</b>	

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 <u>annexure "H9"</u> hereto.
- 20. SHORT -TIME
- 20.1 The provisions of the National Agreement above, applies.

### 21. LEAVE

### 21.1 Annual Leave

21.1.1 *"Annual leave cycle"* means the period of 12 (twelve) month's continuous employment with the same Employer immediately following an Employee's commencement of employment or the completion of that Employee's prior leave cycle.

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

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

# 21.2 Family Responsibility Leave

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

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

# 21.4 Union Leave

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

# 22. PERSONAL SERVICES COMMISSION (PSC)

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

# 23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

# 24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

# 25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

# 26. PROVISION OF EQUIPMENT

26.1 The provisions of the National Agreement above, applies.

# 27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

# 28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

### 29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

### 30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

# 31. COMMISSION AGREEMENT

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

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

# 32. HOURS OF WORK

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

# 33. MEAL INTERVAL

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

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

# 34. OVERTIME

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

hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of 1.5 (one point five) their normal hourly rate of pay.

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

### 35. PUBLIC HOLIDAYS

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

# 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 7<sup>th</sup> (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 7<sup>th</sup> (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

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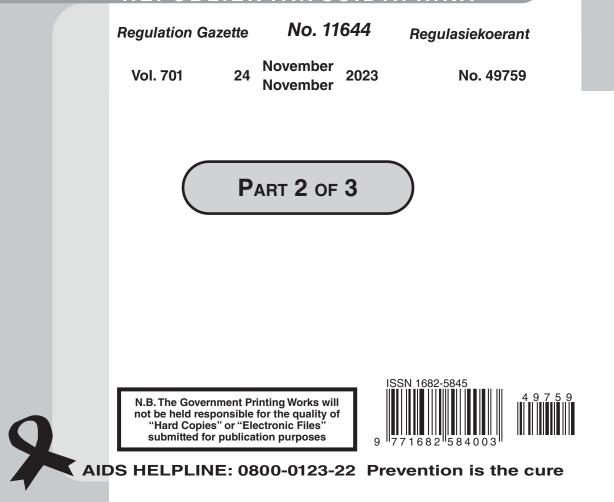
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or transferred to any other fund created for the purpose of providing medical service assistance to its members.

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

# 37. SEVERANCE PAY OR RETRENCHMENT

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

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

# 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

38.1 No medical aid or scheme applies in this Area.

### AREA D

In respect of the Western Cape Province.

# 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	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.
1(	D. ENFORCEMENT OF COLLECTIVE AGREEMENTS
10	0.1 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	1 The provisions of the National Agreement above, applies.
13.	PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSA 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 6<sup>th</sup> (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) week's leave in recognition of long service. The additional 1 (one) week's leave must be taken during the 11<sup>th</sup> (eleventh) year of service or is forfeited.
- 21.1.5 An Employer must grant annual leave equal to the number of days the Employee would ordinarily have worked within a two-week period, not later than six months after the annual leave cycle. Should there be any leave days outstanding after this period, it must be paid to the Employee, subject to the provisions of clause 21.1.6 below
- 21.1.6 Should the Employee refuse to take annual leave when instructed by the Employer, the leave will be forfeited, six months after the leave cycle.
- 21.1.7 When the service is terminated of an Employee who has been in employment for longer than 4 (four) months, the Employer must pay the Employee a prorata amount for leave due at the same time the final payment of wages is made.

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

# 21.2 Family Responsibility Leave

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

# 21.3 Paternity Leave

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

### 21.4 Sick Leave

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

### 21.5 Union Leave

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

# 22. PERSONAL SERVICES COMMISSION (PSC)

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

- 22.1.2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and
- 22.1.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

### 23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

### 24. CERTIFICATE OF SERVICE

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

# 26. PROVISION OF EQUIPMENT

26.1 The provisions of the National Agreement above, applies.

# 27. UNIFORMS AND PROTECTIVE CLOTHING

27.1 The provisions of the National Agreement above, applies.

# 28. LEARNERSHIP AND STUDENT CONTRACTS

28.1 The provisions of the National Agreement above, applies.

# 29. PENSION FUND

29.1 The provisions of the National Agreement above, applies.

### 30. INDEMNITY

30.1 The provisions of the National Agreement above, applies.

# 31. COMMISSION AGREEMENT

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

### 32. HOURS OF WORK

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

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

### 33. MEAL INTERVAL

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

### 34. OVERTIME

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

- 34.4 An Employer may only require or permit an Employee to perform night work, if so agreed, and if:-
- 34.4.1 the Employee who is working for an Establishment located in a mall and/or for one that is governed by a lease agreement within a retail operation, is compensated by the payment of double of the wage/salary rate for ordinary hours of work and that an Employee who is working for an independent Establishment is compensated by the payment of time and a third of the wage/salary rate for ordinary hours of work; and
- 34.4.2 transportation is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's shift.
- 34.5 An Employer who requires an Employee to perform work on a regular basis after 23h00 and before 06h00 the next day, must:-
- 34.5.1 inform the Employee in writing, or orally, if the Employee is not able to understand a written communication, in a language that the Employee understands:-
- 34.5.2 of any health and safety hazards associated with the work that the Employee is required to perform; and
- 34.5.3 of the Employee's right to undergo a medical examination in terms of paragraph 34.6.4 below;
- 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 dayoff if a written contract of service specifically states that the day-off is a right the Employee is entitled to; or
- 35.5.2 may revoke the day-off in exchange for granting the Employee additional time off on a daily basis during that week.
- 35.6 An Employer must pay an Employee or, by agreement, grant time off in lieu of hours worked on a public holiday or Easter Saturday. Time off in lieu of hours worked must be granted within 60 (sixty) calendar days, during which such time off must be compensated by monetary payment;

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

# 36. SICK BENEFIT FUND

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

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

- 36.5.7 the first contribution received by the Fund for a new member is deemed to be for the month in which it is received and not in respect of the month in which it was deducted.
- 36.5.8 an Employee or working Employer will only be entitled to claim benefits after the first contribution has been received and the Employee or working Employer has been accepted as a member of the Fund in accordance with clause 36.5.7.
- 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 Sch	edule	
Job Category	Employee	Employer
	Contribution	Contribution
	Rand Per Month	Rand Per Month
Hairdresser, Qualified, First Year,	252.00	252.00
Senior Barber, Stylist Manager and		
Manager		
Non-Qualified Hairdresser,	190.00	190.00
Operator, Experienced		
Receptionist, Entrance		
Hairdressing Assistant, Training		
Barber, and Junior Barber.		•
Cleaner, First Year Receptionist,	150.00	150.00
Learner and Starting Barber		•
1		and a second s

36.7 The following benefits will be applicable:

- 36.7.1 upon acceptance to the Fund by the Management Board, members are entitled to receive the following benefits-
- 36.7.1.1 Hospital and Nursing Home Fees: A maximum of **R578.00** per day is paid at medical aid rates. Covers all in-hospital expenses including, attention by a medical practitioner, including the cost of x-ray examinations, operations, injections, specialists' investigations, anesthetic fees, physiotherapy and/or human diathermy treatment, maxillofacial and oral surgical treatment. A medical practitioner must approve all treatment.
- 36.7.1.2 Theatre Fees: 80% of medical aid rates per claim.
- 36.7.1.3 Medicines: 100% per claim subject to a maximum benefit of R788.00 per year. Includes supplies on authority of a prescription signed by a general practitioner or specialists for medicines, drugs, ointments, bandages and lotions.
- 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.

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- 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.
6.7.17.7	all costs and expenses incurred in connection with the administration and

- 36.7.17.7 all costs and expenses incurred in connection with the administration and liquidation of the Fund must be regarded as and form a charge against the Fund.
- 36.7.17.8 a public accountant and / or registered auditor must be appointed annually by the Council. The public accountant must audit the accounts of the Fund

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

- 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.
- in the event of the dissolution of the Council or in the event of its ceasing 36.7.17.10 to function during any period in which this agreement is binding in terms of the Labour Relations Act, 1995, the Management Board must, subject to the approval of the Registrar of Labour Relations, continue to administer the Fund. The members of the Board existing at the date on which the Council ceases to function or is dissolved will be deemed to be members thereof for such purposes. However, any vacancy occurring on the Board may be filled by the Registrar from Employers or Employees in the trade, as the case may be, to ensure equality of Employer and Employee representatives and of alternates in the membership of the Board. In the event of the Board being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, the Registrar may appoint a trustee or trustees to carry out the duties of the Board, and such trustee or trustees will possess all the powers of the Board for such purposes.

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

# 37. SEVERANCE OR RETRENCHMENT PAY

- 37.1 For the purposes of this clause 37 "operational requirements" means requirements based on the economic, technological, structural or similar needs of an Employer.
- 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 <u>annexure "E".</u>
- 38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

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- 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 this clause 38 as an alternative to the 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.

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

Ry lashaba. FOR UASA:

MS P MATJEBE

Maartens FOR: EOHCB

MR C MAARTENS

L. Brothwell CHIEF EXECUTIVE OFFICER

BARGAINING COUNCIL: MS L BROTHWELL



# **ANNEXURE A**

#### APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT BY AN EMPLOYER

#### Notes: - Complete ALL questions please.

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

.....

AGENT	
DIVISION/ AREA	

#### 1. Establishment's full name details:

Registered name of Establishment:	
Name under which Establishment trades:	
Establishment SDL (Skills Development Levy) number:	
Employer PAYE Number:	

#### 2. **Establishment Postal Address:**

Postal Code:	1998 A North Contract Contra
rustal vuue:	

#### 3. **Establishment Telephone Number:**

Dialling Code:	Number:
----------------	---------

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

(1)	
Branch Name:	
Street Name:	
Street Number:	
Suburb:	
Province:	
<b>Magisterial District:</b>	
Postal Code:	

(2)	
Branch Name:	
Street Name:	
Street Number:	
Suburb:	
Province:	
<b>Magisterial District:</b>	
Postal Code:	

# (3)

Branch Name:	
Street Name:	
Street Number:	
Suburb:	
Province:	
<b>Magisterial District:</b>	
Postal Code:	

141
(4)

Branch Name:	
Street Name:	·
Street Number:	
Suburb:	
Province:	
Magisterial District:	
Postal Code:	

э.	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	
6. <u>1</u>	lick whether this is:	

- 6.1 An entirely <u>NEW</u> business. If so, specify the DATE on which this business commenced \_\_\_\_/\_\_\_\_.
- 6.2 An EXISTING business which has been acquired by a <u>NEW</u> 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	
	anna an
Code:	

7. Legal Personality of Establishment (Tick Correct Classification)

# Sole Proprietorship

### Partnership

(ATTACH COPY of PARTNERSHIP AGREEMENT and COPIES of ALL Partners' IDs)

		CK Number ation Documents <u>and</u> COPIES of ALL Members' IDs)
		<b>Co. Reg. No.:</b> f Incorporation <u>and</u> copies of ALL Director's /Shareholders
	Trading Trust (ATTACH copy of Trustee Regi	Trust Reg. No: stration Documents & copies of ALL Trustees' IDs)
SD	L (Skills Development Number	r):
SA	RS INCOME TAX NUMBER:	

# **Contact details of:**

Sole Proprietor,		Sole	Proprietor;
------------------	--	------	-------------

Γ

Partner/s;

\_\_\_\_ Member/s;

Director/s;

Trustee/s;

Title:			
Name/s:			
Surname:			
<b>Cellphone Number:</b>			
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		

Do you wish to belong to the Sick Pay Fund?	YES	
Do you wish to belong to the Sick Pay Benefit Fund? (Cape Town / Natal)	YES	
Do you wish to belong to EOHCB?	YES	

Title:		
Name/s:		
Surname:		
Cell phone Number:		
Landline Number:	Code:	Number:
ID Number;		
Passport number and		
<b>Country of Origin:</b>		
Physical Address:		
	Code:	
Are you a working		
employer? (Are you	YES	NO
actively working in the establishment?)		
Do you wish to belong		
to the Sick Pay Fund?	YES	NO
Do you wish to belong		
to the Sick Pay Benefit	YES	NO
Fund? (Cape Town /		
Natal)		
Do you wish to belong		
to EOHCB?	YES	NO
Do you wish to belong	YES	NO

# 8. Should a representative of the Employer not execute any services at the Establishment, kindly SUPPLY us with the details <u>below</u> of the Person/Manager who is in Day-to-Day Control of the Establishment.

Name and Surname of the	
Manager/ Person in control	

Init	ial
Her	e:

Postal Address of Manager/ Person in control Telephone No. of Manager/ Person in control	(W) Code Tel. No (H) Code Tel. No
· .	Cell:
E-mail address of Manager/ Person in control	

# 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	

# 10. <u>Is</u> there a QUALIFIED (Hairdresser OR Cosmetologist OR THERAPIST working in the Establishment?

YES NO

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

- Should a representative of the Employer not execute any services at the Establishment, at least 1 (one) qualified person <u>must</u> be employed and also that
- <u>NO</u> person/s may perform <u>any</u> 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 <u>WITHOUT</u> proper supervision and training by a Qualified (Hairdresser/ Cosmetologist/ Therapist)

- 11. KINDLY ASSIST YOUR EMPLOYEES TO <u>COMPLETE</u> THE ATTACHED Annexure 1 (DETAILS OF ALL EMPLOYEES [STAFF] EMPLOYED BY YOUR ESTABLISHMENT).
- 12. I/WE HEREWITH GRANT MY/OUR APPROLVAL THAT HCSBC MAY FULLY INVESTIGATE ANY SOURCE REGARDING THIS AGREEMENT.
- 13. I/WE FURTHER GRANT MY/OUR APPROVAL TO SUCH A SOURCE TO PROVIDE HCSBC WITH CONFIDENTIAL INFORMATION.

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

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

FURTHERMORE, I/WE, the undersigned Employer/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 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		EMPLOYER SIGNATURE	
PRINT NAMES IN FULL		EMPLOYER SIGNATURE	
PRINT NAMES IN FULL		EMPLOYER SIGNATURE	
PRINT NAMES IN FULL	ta anno 1995 ann an Anna Anna Anna Anna Anna Anna A	EMPLOYER SIGNATURE	

Initial Here:

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# **ANNEXURE B**

## APPLICATION FOR REGISTRATION OF AN EMPLOYEE

- Please Complete ALL questions. Notes:

AGENT		
DIVISION/ AREA		

1. **EMPLOYEE'S DETAILS:** 

Surname:	
Maiden Surname: (where applicable):	
Full names:	
Initials:	
Title: (mark with an X)	Mr Ms Mrs
	Other ( <i>specify</i> )
Gender: (mark with an X)	Male Female
Race: (mark with an x)	Black White
For statistical purposes	Coloured Indian
	Other: (specify)
	other: (specify)
Date of Birth:	Year:Month:Day:
Identity or Passport number:	
Job Description:	Qualified:
(for example: Qualified Stylist,	Unqualified:
Operator, Learner, Student etc.)	Certified:
	Other : (specify)
	(Mark with X)
	Work

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

Do you have an <u>EXEMPTED</u> basic salary? (An exempted salary is a salary either higher or lower than the prescribed salary) (if YES, please indicate exempted	YES NO R
salary) Salary Exemption <u>START</u> date: ( <u>YEAR/MONTH/DAY</u> ) Salary Exemption <u>END</u> date: ( <u>YEAR/MONTH/DAY</u> )	Year: Month: Day: Year: Month: Day:
Do you have a different basic salary for Sick Pay Fund deductions? (If YES, please complete salary)	YES `NO R

#### 2. UNION MEMBERSHIP:

Are you a member of the Union?	YES	NO
(Mark with X)		

## 3. NATIONAL PENSION FUND DETAILS:

Are you a member of the National Pension Fund? (Mark with X)	YES	NO	
<u>If NO</u> , does your salon have an approved exemption from the National Pension Fund? (Mark with X)	YES	NO	
Date you started with the National Pension Fund:	Year:	Month:	Day:

# 4. <u>EMPLOYEE'S PERSONAL TAX DETAILS:</u>

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

Are you registered for PAYE?	YES NO	And and a second se
(Mark with X)		

1		
- monnal	Your Tax Number:	-
		j_

# 5. NATIONAL SICK PAY FUND MEMBERSHIP:

Are you a member of the National Sick Pay Fund? (Mark with X)	YES NO
<u>If NO,</u> do you have an approved exemption from the National Sick Pay Fund? (Mark with X)	YES NO
Starting date with National Sick Pay Fund:	Year: Month:Day:
Are you a National Sick Pay Fund <u>CONTINUATION MEMBER</u> ? (Mark with X)	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

4

Employee's Signature

PRINT NAMES IN FULL

An I manufacture weather

Legal Owner/s Signature/s

.....

ANNEXURE "C"

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

# SUBSCRIPTION FEES

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

## **BARGAINING LEVY - ALL NON PARTIES**

Nationally	R600.00



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

## 18. EXEMPTIONS

# 18.1 General exemption from any provisions of this Agreement

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

18.1.7.1 it shall be fully motivated;

2024 Exemption Application - Clause 18

1 . .

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

#### 18.2 Exemption from Pension Fund

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

2024 Exemption Application - Clause 18

2 3 3 4

3 .

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

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

#### 18.3 Appeals

- 18.3.1 In accordance with the provisions of the Act, the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals from both a party or non-party against a refusal of a party or non-party's application for exemption from the provisions of this Agreement and the withdrawal of such exemption by the Council.
- 18.3.2 An Applicant may lodge an appeal with the Council against the Exemption Committee's refusal for exemption or the withdrawal of exemption, which appeal shall be lodged within 14 (fourteen) calendar days of the Applicant being notified of the exemption being refused or being withdrawn, as the case may be.
- 18.3.3 The Exemptions Committee shall hear, decide and inform the applicant and the Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 18.3.4 Any appeal shall be in writing and shall contain the following: -

18.3.4.1 grounds of appeal;

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

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

- 18.3.5 Any appeal may be amplified by oral argument.
- 18.3.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 18.1.8 above.
- 18.3.7 The Exemption Appeal Body's finding on appeal shall be in writing and shall be made available to the Applicant.
- 18.3.8 The Exemption Appeal Body shall consist of at least 1 (one) Commissioner

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

# 18.4 The granting of exemption or withdrawal thereof

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

2024 Exemption Application - Clause 18

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ANN	EXL	IRE	•D.
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		APP	LICATION FOR	REXEMPT	TION		
	SAL REF NO			AGE	NT		
,	DETAILS OF (Please tick the As the applican	box with an X	CANT: Where applicable)				
	The employ	er		□ The empl	oyee		
	EOHCB Me	ember	Union Member				
	□ Non EOHC	B Member		Non-Unic	n Member		
	🗆 Rent-a-Chai	r / Working E	Employer (no staff)				
Name &	: Surname of Aj	oplicant:			ang Ngalamana ang sang sang sang sang sang sang sa		
[D / Pas	sport Number		A				
Designa	tion:						
Salon N	ame:	1		alon Code			
Physical	Address:						***
Ţ							_
Postal A							-
ſel. No.	work:		Cell				-
<sup>7</sup> ax No:			e-mail address_				-
_	e's name/s:		_				
<u>Union</u> <u>Y/N</u>	<u>Surname</u>	Initials	Id/Passport No	Date of Birth	<u>e-mail</u>	Cell Phone	Addres
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	mption Applica		10			5	

# <u>PLEASE ATTACH A MOTIVATION LETTER SIGNED BY EACH AND EVERY EMPLOYEE (see</u> <u>example below)</u>

I agree to abide by the outcome.

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

Full Name and Surname:

#### 2. NATURE OF EXEMPTION:

 $\Box$  Pay lesser basic salary:

PRESCIBED SALARY:	<u>R</u>
CURRENT SALARY:	<u>R</u>
PROPOSED SALARY:	
PERIOD OF EXEMPTION	

#### Pay lesser commission

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

□ Pay basic plus commission

BASIC	anne og i negetere av anne i se
% COMMISSION	
PERIOD OF EXEMPTION	

□ Pay commission only

% COMMISSION
PERIOD OF EXEMPTION

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

2024 Exemption Application - Clause 18

6

Sick Pay Fund Mem	bership:			a approximation which a survey is the parameter
		□ YES		
Payslip attached:		□ YES		
Letter from Salon Owner	r attached:		according to Collective Agreement;	
		20	aa	
Letter from Salon Owner that they are paying Sick Leave as per the Agreement				
Sick Benefit Fund M	1embership:			annaadah a saatigi aan naadalahaan
Payslip attached:	□ YES	□ NO		
Alternative Medical Aid	: 🗆 YES		have payment is made in terms of SBF	
Please include proof of contributions accordin	Medical Aid a g to Collective	Agreement	here payment is made in terms of SBF	
Pension Fund Memb				Name and Address of States, States
	a construction of the second sec		Period of Exemption:	
Alternative Pension Fun	1. 1. 1. 17.	and nov	lin where navment is made in terms of	Pension
Fund contributions acc	cording to Coll	lective Agree	ment and comparison between the HBS	I Fund
			BROKER APPLICATION FORM	
ATTACH THE COM	LETED TEN	STOTAL CITE		
Hours of Work:	0	ومعر والمرو الأفادية والمرور المستقول والمرور الوالي والإنجاز والمرور المرور المرور المرور المرور والم		aana provider aaronaa, ii paraabii
PRESCRIBED HOUR	5			
PROPOSED HOURS				matter Antoniality waterstate waterstate
PERIOD OF EXEMPT	ION			en des se al segmenten e sussemente manemar
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Other:				
Describe				
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EXEMPTION PERIOD	:			ant allandagantigagan Manadi kanadigan tiriya da baran tiriyada yan
	1 0 1		ovisions of this Agreement and previous ex	emption
The Applicant's past recogranted:	ord of complian	ice with the pr	JUBIOUS OF THE LEGENSTER AND L	-
	and an	1999		
				7
2024 Exemption Applic	ation - Clause	18		
F ***				

401-11 A 41-1

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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

Job preservation

The interest of the Applicant with specific regard to:-

Financial stability

\_\_\_\_\_

2024 Exemption Application - Clause 18

8 :

Operational requirements	
3. DID CONSULTATION TAKE PLACE BETWEEN EMPLOYER ANDEMPL	OYEE/S:
Briefly state the outcome of that consultation:	
	-
Do you require and Interpreter:	
Signatures: Employer:	
Full Name and Surname:	
Employee:	
Full Name and Surname:	
Date of Consultation:	
4. WERE EOHCB AND UASA INVOLVED IN CONSULTATIONS (if party mem	bers):
Briefly state the outcome of that consultation:	ana na a anna anna anna anna anna anna
Signatures: UASA Official:	a Annual and an annual and an annual an annual an an annual an
Full Name and Surname:	
024 Exemption Application – Clause 18	9

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)

 $\Box$  Copy of the business Financial Statement for the past three months if application is for salary;

 $\Box$  I have indicated in my application the period on which exemption is applied for;

 $\Box$  Copy of the alternative Medical Aid

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

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

PLEASE NOTE THAT THE STATUS OUO AS PER NATIONAL MAIN AURUTATINT APPLIAS UNTIL ENEMPTION 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)		
2024 Exemption Application – Clause 18		10   🦈 .

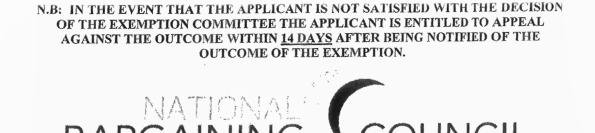
. ..........

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)	en e

2024 Exemption Application - Clause 18

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11 | .



H. Hairdressing • Cosmetolog + Lease

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

FAX: 086 585 0314

# HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND

# BROKER/INTERMEDIARY EXEMPTION APPLICATION FORM

Registration	
Number /	
	1
Salon Reference	1
Number	
Name of Company /	1
Salon Name	
ouron nume	1
	5
Address	:
Address	1
	;
	-
Telephone Number	-
	:
	-
E-mail Address	- I am
	1
Facsimile Number	1
r doomine rumbor	
Contract Deveop	
Contact Person	2

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 are met as defined in Board's exemption policy.

Fund Name:

FSB Registration Number:

2024 Exemption Application - Clause 18

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No. of Employees Affected:

Kindly complete (or arrange for your financial broker/intermediary to complete) the checklist below and attach a copy of the company scheme rules as proof.

Date of Application:

Type of Fund: Dension Fund Drovident Fund

Full name of Umbrella Fund:

FUND APPLYING FOR EXEMPTION	Costs/Fees as percentage of salaries
Gross Employer contributions	
less: Basic administration fee	
less: Asset based administration fee (if any)	
less: Employer participation fee	
less: Intermediary/Distribution fee	
less: Governance/Fund costs	
less: Death and Disability costs	
less: Any other costs/fees not disclosed above	
Net Employer contributions	
plus: Member contributions	
Basic Net Retirement contributions	
The following costs must be expressed as a	fixed R/c amount per member per month
Funeral	
Critical Illness	

(All Administration costs MUST be disclosed, such as associational line charged in addition to normal member administration fees, as well as all governmentation addition and intermediary fees and employer participation tees). Failure to do an entresult in an automatic disgualification.

Investments:

Name/s of the underlying Investment Portfolio/s:

Portfolio/s Returns up to date of application:

Portfolio	Month	1 Year	3 years	5 years
Return				
Benchmark	press byggees magnet managed vangeres statter.		ang a sanang na sang ng	14022011-010-04-010111-122001-0102-0102-

(A copy of the Fund Fact Sheet of the underlying portfolio/s must be provided)

U YES U NO

Total Investment Charge of the Portfolio/s, including guarantee rate if applicable.

If Stable Growth or Monthly Bonus type of Portfolio/s, percentage of guarantee: \_\_\_\_

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Investment Objective of Portfolio/s:

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 / Dísmissal Benefits	Share of Fund			un verst, un anna de Houssen autorité de la seconda de la companya de la companya de la companya de la company
Funeral Benefits	Main memberR20 000SpouseR20 000Child 14 to 21 yearsR20 000Child 6 to 13 yearsR10 000Child 1 to 5 yearsR 5 000Stillborn to 11 monthsR 5 000			
n ner sen sen som er som en	Does the Funeral benefit include paid-up benefits for family at the death and disability of main member?	or the	Yes	No
Critical Illness	R50 000 (severity levels apply on some conditions)			and a subscription of the
n galakan ku na mangalakan ku na mangalaka	Does the Critical Illness benefits include the 16 minimum severe medical conditions?		Yes	No

Full Pension Fund documentation of Fund applying for exemption musc be ethods of meloding diagd

cuptation Special Rules, etc. VES INO

Do the Rules allow for resignation benefits to be naid whilet still worken the industry D YES D NO

Name of Person Completing Form: Designation of Person Completing Form:	
Telephone Number:	

Signature

On completion, please return to, General Secretary at exemption@hosbacilin

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SURNAME	FIRST NAME/S	I.D. NUMBER	BARGAINING COUNCIL NO.	SIGNATURE OF EMPLOYEE
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		1 ( mar 1866 - 51 y mar 1873 Ad 186 mm	1.19	n a chanairte i mac ann an ann an an an an
nag a sa - a sa dingta na sananan sa kanan sa				a wayanna sa a sa a ta a ta a
		and a set of the set o	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Advantures and Constitutional and the State
	>			

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

# Example of letter to be signed by every Employee:

I agree to abide by the outcome.

Full Name and Surname:

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# **ANNEXURE "E"**

#### EXAMPLE OF PSC CALCULATION

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

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

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

#### Step 1

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

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

## Step 2

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

#### R35,315.00 divided by 12 = R2,943.00

#### Step 3

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

R2,943.00 X \*\* % [if Area A or D], or R2,943.00 X 25% [if area B or C]

=R588.60\* [if Area A or D] or R735.75 [if Area B or C]

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

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

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

#### Therefore: -

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

#### Step 5

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

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

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

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

.....

	ANNEXURE
CERTIFICAT	TE OF SERVICE
Name of Salon:	
Address of Salon:	
Name and Surname of employee (in fu	10:
Sex: M / F	· ·
Employed as:	
Wages: R	per week/month
Date employment commenced:	<u> </u>
Date employment ended:/	/
Remarks:	
Print Name of Employee	Signature of Employee
Print Name of Employer	Signature of Employer

	STUDENT AGREEMENT
	Entered into by and between:
	(as more fully appears on the schedule reflected on page ?)
	("the Employar")
	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
y= y=0 uder y= y=0 uder	(as more fully appears on the schedule reflected on page 2 & 3)
	("Training Provider")
Student	Enrolment Number:
Council	Employee Number:

	STAATSKOERANT, 20 OKTOBER 2017	No. 41187	199
1		CE (ISL <u>OM</u> Y)	Antes made a
1 <u>SCH</u>	EDULE		
	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:		
17	Contact person at Employer authorised to sign this agreement		
1.8	Name of Training provider, if not Employer:		
1.9	Address of Training provider, if not Employer		
1.10	Postal address of Training provider, if not Employer:		
	This gazeite is also available free online at www.gpwonline.co.za		

#### STAATSKOERANT, 24 NOVEMBER 2023

111       Telephone millibor of Training provider, if not Lineukoyar         112       E-mail address of Training provider, it not Employer:         113       Name of contact person at Freining provider:         114       Full names and Identity number of Student:         1.15       Address of Student:         1.16       Postal address of Student:         1.17       Telephone number of Student:         1.18       E-mail address of Student:         1.19       Is Student a South African Citizen: YES / NO         1.20       If No, altach 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:	No. 41187	GOVERNMENT GAZETTE, 20 OCTOBER 2017
112       E-mail address of Training provider, if not Employer:         113       Name of contact person at Training provider:         114       Full names and identity number of Student:         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 Officen: YES / NO         1.20       If No, attach copy of working permit.         1.21 <i>I Student is younger them 18 years when staining this agreement then paragraphs</i> 1.22 to 1.26 must be completed.         1.22       Full names and identity number of legal guardian:         1.23       Address of legal guardian:	ş	
113       Name of contact person at Freining 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 egreement 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:	11	2 E-mail address of Training provider, it not Employer:
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 staning this agreement then paragraphs 1.22 to 1.26 must be completed.         1.22       Full names and identity number of legal guardian:         1.23       Address of legal guardian:	-i 1	3 Name of contact person at Training provider:
<ul> <li>1.15 Address of Student:</li> <li>1.18 Postal address of Student:</li> <li>1.17 Telephone number of Student:</li> <li>1.17 Telephone number of Student:</li> <li>1.18 E-mail address of Student:</li> <li>1.19 Is Student a South African Citizen: YES / NO</li> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 If Student is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.</li> <li>1.22 Full names and identity number of legal guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.1	4 Full names and identity number of Student:
<ul> <li>1.16 Postal address of Student:</li> <li>1.17 Telephone number of Student:</li> <li>1.18 E-mail address of Student:</li> <li>1.18 Is Student a South African Citizen: YES / NO</li> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 <u>If Student is younger than 18 years when signing this agreement than paragraphs 1.22 to 1.26 must be completed.</u></li> <li>1.22 Full names and identity number of legal guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.14	Address of Student:
<ul> <li>1.17 Telephone number of Student:</li> <li>1.18 E-mail address of Student:</li> <li>1.19 Is Student a South African Citizen: YES / NO</li> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 <u>If Student is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.</u></li> <li>1.22 Full names and identity number of legat guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.1€	Postal address of Stildent:
<ul> <li>1.18 E-mail address of Student:</li> <li>1.19 Is Student a South African Citizen: YES / NO</li> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 If Student is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.</li> <li>1.22 Full names and identity number of legal guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.17	Telephone number of Student:
<ul> <li>1.19 Is Student a South African Citizen: YES / NO</li> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 If Student Is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.</li> <li>1.22 Full names and identity number of legal guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.18	E-mail address of Student:
<ul> <li>1.20 If No, attach copy of working permit.</li> <li>1.21 If Student is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.</li> <li>1.22 Full names and identity number of legal guardian:</li> <li>1.23 Address of legal guardian:</li> </ul>	1.19	Is Student a South African Citizen: YES / NO
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:	1.20	
1.23 Address of legal guardian:	1 21	
1.23 Address of legal guardian:	1.22	Full names and identity number of legal guardian:
Alexander search of the measurements of the Mendologie and the Antonia and a first section and and and the Mendologie Statements of the state of the	1.23	

		STAATSKOERANT, 20 OKTOBER 2017 No. 41187 201
	1.24	Postal address of legal guardien:
	1.25	Telephone number si legal guardian:
		ana mananananan a marana a ana a ana ana ana ana ana ana an
	1.26	E-mail address of legal guardian:
		a can an a
	1.27	Commencement date of this agreement:
	1.28	fermination date of this agreement.
	1.29	Workplace name and address Lo. place where Student will be executing duties
		and responsibilities;
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	1.30	The basic salary shall be:
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č	S C MIN	IENCEMENT 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.	VALIM	ITY OF THIS AGREEMENT
э.	VALUE	U. G. THIG PRINCHING .
		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");

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	3.2	No indulgence or condonation by the Employer of any breach of any term of this agreement by the Student shall constitute a wraver of any of the Employer's rights in terms of this agreement and no amondment of this agreement shall be valid unless reduced to writing and signed by all parties.
作.	AP	POINTMENT 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 Skille 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.
<b>3</b> ,	PLA	CE OF WORK
	8.4	The Student will execute the duties and responsibilition 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.	TERI	IS 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	GRIE	VANCE PROCEDURE IN TERMS OF TRAINING
	71	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 comptained 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 marit of the grievance lodged by the Student
		This gazette is also avallable free online at <u>www.gpwonline.co.za</u>

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7.4 The grievance procedure guidelines and authorized 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 compty 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;

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	9.1.1.9	to advise and provide optics to the Studem of
		9.1.1.9.1 the terms and conditions of his or her employment as set forth in the Collective Agreement; and
		9,1,1.9,2 the workplace policies and procedures;
	9.1.1.10	apply the same discipline, grievance and dispute resolution procedures to the Student, as with other employees employed
	. 9,1.1.11	The employer is not permitted to charge or accept a premium from the Student for any internal training provided; in terms of this training agreement; either while under the Student Contract or after the termination of the contract.
9.2	Student's respo	nsibilities
	9.2.1 The Slude	nt 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. TRA	INING PROVIDER	
10.1	Should the employ	er not be the Training provider, the Training provider shall -

10.1.1 provide education and training to the Student in terms of the agreement;

	STAATS	KOERANI, 20	OKTOBER 2017	No. 41187 205
10.2	The student shall:			
	10.2.1 provide the Stu	klent suppor	t as required by the student	Aqueement,
	10.2.2 record, monitor terms of the stu		details of training provided	to the Student in
	10.2.3 conduct assess conducted; and	inents in ten	ms of the student agreemen	t or cause II to be
	10.2.4 provide reports performance	and assess	ment results to all parties	on the Student's
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No. 41187 207 STAATSKOERANT, 20 OKTOBER 2017 . . . . . A PRACE AND A PRACE AND A PRACE and the second ADDENDUM A GRIEVANCE PROCEDURE IN TERMS OF TRAINING IN THE STUDENT AGREEMENT General Principles: Any student who has a grievance against the employer in terms of training and 1 the student agreement is entitled to make use of the grievance procedure. Should the grievance be in terms of the training provider, please refer the matter 2. to City & Guilds for assistance. A grievance is any feeling of dissatisfaction, injustice or unfair treatment a student 3. may experience in relation to training, and which has not been resolved informally. The purpose of the grievance procedure is to enable a student to have his/her 4. grievance resolved fairly, quickly and as close to the point of origin as possible. Students may lodge grievances without fear of victimization. Students will not be 5. prejudiced in any way as a result of using the procedure Any student lodging a grievance in terms of this procedure is entitled to 6. representation by a student representative (who is either a work colleague, fellow student or a union representative), provided that such person agrees to represent the student. Normal earnings will be paid to the student and a student representative who is a 7 work colleague for time spent whilst resolving grievances that follow the provisions of this procedure. Each step in the procedure shall be subject to stipulated time limits. It is however, 8. accepted that these time limits may be varied by mutual agreement or in relation to the availability of a person involved in the process

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

NO legal representation is permitted during this process.

## STAGE 1:

All grievances shall be raised in writing on the grievance form, with the person concerned re. 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

## STACE 2:

If the grievance is not resolved within 3 (Three) working days to the satisfaction of the student, if 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 indged, an investigation shall be carried out by whoever received the grievance into the facts of the case in preparation for the meeting.
- The parties shall agree the time, date and venue for the meeting. Every endeavour shall be made to ensure that this time period meets the relevant time periods but reasonable extensions must be fairly considered, if necessary.

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- 3 The student shall inform the chairperson should there be a need to involve other witnesses and/or persons in the meeting. The chairperson shall use his/her discretion in this regard.
- The chairperson of the meeting shall take rosponsibility for the fair conduct of the meeting. In this respect he/she shall ensure that:
  - All relevant information is made available to the parties prior to, or at, the meeting for consideration;
  - 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,
  - Brief notes/agreements made during the meeting must be kept. These notes will be agreed with the parties. Verbatim minutes will not be taken.
- The chairperson shall submit his/ her written solution to the appropriate person in terms of the requirements of the relevant stages of the procedure

\* Allached is the Grievance Form to be completed \*

10 No. 41187	GOVERNMENT GAZETTE, 20 OCTOBER 2017
	GRIEVANCE FORM
completion	ubmitted to the Employer / Manager / Training Provider upon
FULL NAME AND IL	D NUMBER OF STUDENT PRESENTING THE CONCERN
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	R
WHOM IS THE GRIEN	VANCE LODGED AGAINST? (RESPONDENT)
SALON / EMIPLOYER	YES / NO TRAINING PROVIDER YES / NO
FULL NAME AND PO	SITION OF RESPONDENT
STAGE 1: DATE OF I (To be resolved within NATURE OF GRIEVAN	RAISING CONCERN
DESIRED RESOLUTION	I OR SETTLEMENT
w	EATDAY OF

RESPONSE (to be completed by the respondent)

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# STAATSKOERANT, 20 OKTOBER 2017

No. 41187 213

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

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

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2022 [Haivdresser - Qualified		1	1	R 1,143.90	2	æ	R 118.67		24	R	R	R 542.71	8/.P2 N. 18	K O
2026   Hairdnesser - Quantier - after 5 years 2026   Hairdnesser - Quartierd - after 10 woor	and served a property of the server of the s	R 9,585.10	R A.956.36	R 1,143,90	8	R 148.00		В	ec.	R	H	B		8 8 24.70
2046 LEARNER - Earry Level	the spirituation of the propagation of the spirituation of	-	ogrand R	R 1,143.50	R 25.42	2 R 148.00 R	R 130.54 R	R 130.54	R 130 54	4 - R 130.54	4 R 602.50	8		8 R
2048 [IEARNER - Ievel 2	and the state of t		1 R 3,515,23	R 765.06		ci as			R		1 R	R	R 8.2	8.25 R
2050 [EARNER - Level 3	and commency instant subman		R 5,111.13	R	R	1 mm					R	8	R 16.58	88
2002 : I.EARNER - Level 4 Anno 1 Etri Interire : E-routi Anno	Contract Concession (1)	8 3,929,65	K S	R L	8	12	R 51.09	R 51.09	E 51.09	R	S1.09 R 235.78	8 R 235,78	8	8 08
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	the same second to any second second	R 3,929.65	\$5:657'2 X	8	R	5 R 148.00	R 51.09	R 51.09	R	9 8 51.09	05 R 235.78	R B 235 78	R 25.56	DE R
3032 Manager - Beauty	and and an and a second second second second	R 9,251.37	21	8	8	~	R 120.27 I	_	œ	R		æ	R	2618 4625
2062 Manager - Hairdresser after 5 years	interval and the second	R 9.538.18	48-005% H	R 1 143.90	R 25.42	2 R 148.00	R 118,10	R 118.10	118.10	0 R 118.10		в	8 R 24.78	L
	and a comparison transmission of the second second		1 R. 4,955.26		æ	er.	8	No.			00 K 572 29	9 R 572.29 R	9. R 24	78 R 24,70
3030 Manager - only (Beauty Establishment)	And the second second second second	R 6,986 54 H	49 I 19 I	R 1.612.29	4	22	R 90.83 . R		R	- 24		e la.	24. Str. 24.	A N
2056 SManarer - only (Hairdressing)		12:022/ H	12 1.005.51	R 1,693.05	8 37.62	œİa	2	1	12:36	B	4	0:	9 8 36.	58 R 36.68
		R 8.070.99	20-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	10.1/171 UT	2	0 K 148,00	N 100.14 R	2	8	4		8	7 8 38	51 8 38.51
	And a success transformed investor wanted	R 3,155.64	1 k 126.85	.1.	CT SC BI	e j ad	1	CU 10 - 97		2 0	1	2	in h	35 R 40.35
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		R 3,788.81	1 8 2 450 66	.8 1,143.50	8 25	œ	8	R 45.25	8	1	1	4 100	R 24	70 0
3088 iMassage Therapist - entry level		R 3,578.07	4	¢1	8	8	8 46.51	8	1 8 46.51	No. 100 100	1 04	. 26		1010/m
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		R 6.883.1C	200	œ	æ	e ac		4	r at	48 R 39.48	AS: R 410.58	R 410	R 34	84.21 R
		R 7,227.76		2	В	85	×	ec.	8 93		4	R 433	2 2	24.42 R
2078 Operator - Multi skilled - after 10 years	and the second s	R 7,570.74	21 414 2		R 38.52	12 R 148.00	R 98,42	R 98.42	2 8 98.47	-	E E	, cz		a 138 LE
3042. Receptionist - Beauty Establishment	1 0 - 10 - 10 - 10 - 10 - 10 - 10 - 10	R 6.306.37		LR 1,455.32	8 37.5	4 R 148.00	R 81.98	8	R	R	2	- R 378	R	53 8 3159
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2086 Receptionist - Hairdressing salon - after 10 years		R 7,495,45	21-21-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	EZ BGZ 1 H SV	R 36.70	10 R 148.00	1 S3.03	- 93.03	33.03	03 R	03 R 429		R	104
3048 Somatologist - 3 Years	THE R LEWIS CO.	R 5,745 50	R 3.100	R 1.325.90	1 46	TE R 148.00		=	X	×	57.44 I R 249.73	73 8 449.73	2	37.48 8

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REMUNERATION / BASIC SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG, EXCLUDING THE MAGISTERIAL DISTRICTS OF ALBERTON, PRETORIA, WONDERBOOM, ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG, EXCLUDING THE MAGISTERIAL DISTRICTS OF ALBERTON, PRETORIA, WONDERBOOM, ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG, EXCLUDING THE MAGISTERIAL DISTRICTS OF ALBERTON, PRETORIA, WONDERBOOM, ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BEING THE PROVINCE OF GAUTENG ECHI S SALARY / WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BRONKHORSPRUIT (KUNGWINI) AND CULLINAN ECHI S SARATAN (WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 101- BRONKHORSPRUIT (KUNGWINI) AND CULLINAN ECHI S SARATAN (WAGE AND CONTRIBUTION CONTRIPACION CONTRIPACION CONTRIPACION CONTRIBUTION CONTRIB	<b>N DIVISION 10</b>		and the second second		and the second second							
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3052 Somatologist - 8 Tech - 4 years	6,281.75	1.449.65 R	32.21 R 1	R 148.00 R		81.66	81.66	R 81.66	8	10 202 4		
nc at	1	1,555.72 R	3457 R 1	48.00 R	87,64 R	87.64 R	87.64		R	404.48	IZ BE B	x ec
	4,955,85	1,143.90 R	25.42 R 1	148.00 R	53,35 8		53.39	R 50.84 R 53 30	R o	234.67	2	8
8	- 1	1,143.90 R	25.42 R 1	148.00 R	55.94 8			8 55.94		240.42	× ×	8 24.78
1000 Specific Skilled Stylist - doing only one of the following: Braiding, Platting, Cutting R. 2,870.83 R	R 4,956.86 R	1,143.90 R	25.42 R 1	R 148.00 R	37.32 R	37.32	R 37.32	R 37.32	પ્ર	177.25	R	
R 3,014.37	R 4,956 86 R	1.143.90 8		R 148.00 R .	39.19 R	39.19	R 39.19	R 39.19	R	8		
	1.000 00		æ	148.00 R	41.05 R	41.05	R 41.05 B		0		-	and a second second second
2089 Working Employee (in Salon with Staff)	R 9,357.52 R	2,254.05 R				A NOT THE OWNER AND A DESCRIPTION OF A DESCRIPANTO OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A D	A VILLENDAMENTE MANYAR AN	of first and in good states	JECOT U			
MOTES							The second se	and the second se			R 146,51	8
OYEE	ibstitutes for any perm	anent employee who	o is seck of on leave	6								_
NEGRATICA 2000 / 2631	resmontration / base billery / Wages shall be calculated at the prescribed HOURLY rate for that corregory of employment An employee white works 1 or 2 or 3 or 4 days per week.	be calculated at the prices of	prescribed HOURLY	Y rate for that co	ategory of emply	oyment						
PART TIME EXPRLOYEE Renework of Basic Formular Browning the Council in the Council in the Section of the Sectio	Romanierstan / Baak Stahr / Wages shall be calculated at the precibed MOURY rate for that category of employment And the Council accessed the hower calculated at the precibed MOURY rate for that category of the Foi Time position for that lob Category will apply if received the how how detections with resonance to manumers on a some, thun the stahr of the Foi Time position for that lob Category will apply.	be calculated at the j alculated salary from	prescribed HOURLY the Employer (Salo	Y rate for that c	atagory of emplo n the salary of th	oyment te Fuil Time positior	o for that Job Category	.vild apply.				
WORKING EMPLOYERS Contributions for a M	Working Employer (Wo	rk Code 2089], is vol	untary for SPF from	The 1 lanuary 201	17	AUTERO BIRI ROL TRE	Tull Amount of days w	orked.				
	Prinsion Fourd Contributions to be paid by all Employees will be GK of the Basic Stary of the Employee. Contributions parable by all Employees will be 6% of the Pacie Cannor of the Employee.	ali Employees will be	6% of the Basic Sal	lary of the Empl	loyee. Contribu	tions payable by all	I Employers will be 6%	of the finds Salary of •	ha Caroloona			
7	Birst Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day	ded by 45 = HOURLY	Rate multiply by ho	ours worked on	the day			In a count stress set to	na crubiolee.			
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Cr FEE	uon l'av equates to R 1	148.00 psr rionth pe	r member. For me	crates who join	a UASA after the	age of 60, the Unic	on for equates to A II	1 00 poi menth per m	Union Members Union Zee equates to 8.148.00 hor months. For member. For member, Mar the site the site of 60, the Union See equates to 8.121.60 per member (Szc.Julius Une foreeal benefit)	neral benefit)		
Non-Union Membe	Non- Union Members. Hon-Jonon memorys pays an Agency Fee equal to the Union membership fees currently B.148.00 per person per morth but with no. UASA benefits.	rs pays an Agericy F	ee equal to the Uni	ต่อง memoership	p fees currently	R 148-00 per perso	on per morth but with	ns UASA benchis.				

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCH	ARY/WAGE AND CONTRI	BUTION SCHI	IEDULE IN DIVISION 102 BEING EAST LONDON, PORT ALFRED, AND ALL OF THE MAGISTERIAL DISTRICTS OF THE EASTERN CAPE PROVINCE (EXCLUDING PORT ELIZABETH, UITENHAGE AND HIMANENDERL	SION 102 E NG PORT	EING EAST	LONDOI	E IN DIVISION 102 BEING EAST LONDON, PORT ALFRED, AND ALI (EXCLUDING PORT ELIZABETH, UITENHAGE AND HIMANNOON)	RED, AND A	THE N	MAGISTERIA	L DISTRICT	S OF THE EAS	ANNE TERN CAPE	ANNEXURE "H2
	EOHCB Subscriptions See Annexure C								4					
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Work Code Work Code	Work Cade Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jur 2023 Maintur Maps - for SPF Caie ealy	2023 Weekly Rate	2023 Hourly Rate - 45h/Perweek	2023 Union Fae	* BC Fee ER - Salon Reg pre Nov17 - 1.3% on Contributing Wase	* BC Fee EE - Salon Reg pre Nov(7 - 1.3% on	* BC Fas ER - Salan Reg after Nov27 - L3% of Contributing	* BCF Reg a 1.3% of	2023 National Pension Fund (ER)-	2023 National Pension Fund (EE)-	2023 National Spf Employer based on	2023 Hatlonai Sp Employee based o
3089 Aesthetic Therapist	5	R 7,822.23	7.822.22	R 1 805 14				adam Buttomnio	Wage	Wage	M Supportation	contributing Wage		Minimum Wege
2002 Barber - Trainee	4		4,956,86	1	LY SC	R 148.00 R	101.69				R 469.32	-	-	
2006 Barbar - Juniof 2006 Barbar - Caniar				1	25.42	R 148.00 B	34,85	34.85		B	R		11.85 A	a a
3036 Beauty Technologist - Honnalified	512			1,313.50	R 29.19	-	A DO ZL	44.81	R 44.81	×	œ	R		2 0
3034 Beauty Technologist - Oualified	3	-				R 148.00 R		1315		2	~	×	4	-
3020 Beauty and Skincare Therapist - Unqualified	Uncualified	R 4,955.86			25.42	148.00		16:44	R 21.57	~ ~	*	æ	æ	4
3014 Beauty and Skincare Therapist			1		25.42	R 148.00 F	R 52.58 R	57 58		×	~	- And	æ	
3022 Salon Assistant	a stand in the second sec	40'57C'5 0	4,356.86	1	25.42		-	58.69		2 4	æ		æ	-
4018 Drybar Worker	A CONTRACTOR OF A CONTRACTOR O	-	1	1	25.42	R 148.00 F	8 39.37 I R		1	* 0	~	æ		-
2010 General Assistant	C	an management	1	1	25,42	R 148.00 F	59.38 R	0 20 20 D	15,50 0		8		8	
2012 General Assistant after 5 years	why and a second		4,955,85	1,143.90	25.42			territoria de la construcción de la		2 0	~	æ	R	
2014 General Assistant after 10 years			00'00'%		25.42		K 42.60 R	42.60	8		x	2	æ	S R
2020 Hairdresser - 1st year after qualified	fied		1	R 1,143,90 R	25.42			44,65	R		R 206.07	at 0	8	
2024 Hairdresser - Qualified					25.47	A 00,841 A 24.02	70.76	70.76		8		0 R 376.60	×	
2026 Hairdresser - Qualified - after 5 years	ears					R 148.00 F	A 200.00	85.00		æ	0	. at	R 24.78	X
2046 LEARNER - Entry Level		K /,192.12	1	1,143.90	25.42	R 148,00 R	93.50	03.50	B 02.25	R	~	æ	R	
2048 LEARNER - Level 2		A CONTRACTOR OF A CONTRACTOR O	01.78dis	382.55	8.50	R 148.00 R			8	R 93.50		-	R	
2050 LEARNER - Level 3		The second se	S CTOTO O		17.00	R 148.00 R	-	1	8	a	K S	R .		
2052 [EARNER - Level 4		R 3,803.00		1	26.21	R 148.00 R	-		R		-	R		R
4000 STUDENTS - Entry Level			164.578 t	1	38.25		49.44	49.44	R 49.44			~	8	
4001 STUDENTS - Module 2 (Level 1 & 2)	2)		1	A 267.205	1	R 148.00 R	-			8	R 228.18	S R 228.18	æ	
402 STUDENIS - Module 4 (Level 3 & 4)	4)			1 179 50	-	K 148.00	Second Se		R -	R			and the second se	R
4003 STUDENTS - MODULE 6 (Level 5 & 6)	6]	R 3,803.00	2,459.39	ł	17'07	148.00			R .	R	R		The second se	ĸ
3050 x4-	The second	R 7,565.78						and the second second		R	81 328 18	2 0		R
2000 Manager - Hairdresser	an an and a second se	R 6,637.56 R		8 1143 90 B		H 00'847 N 00'00	98.36		R 98.36	R 98.36 R		0 400 400 400 400 400 400 400 400 400 4	X	R
2004 Manager - Hairdresser after 5 years	ars	-	2 4,255.86 R			~~~	86.29	36.29	æ	02		10	X	8
2020 Hudnager - Halfgresser after 10 years	ears	7,300.55		1		00.841		90.60	R 90,60	R	8		x	8
2024 Annuager - Only (Beauty Establishment)	(ment)			1317.71			16.94		R 94.91	Я		-	×	R
2024 Wallager - Only (Hairdressing)	NAVE CONTRACTOR OF CONTRACTOR CONTRACTO	4,809.71		1 143.90	25.42	140.00	10-1104 april 10-1	and states of the states of th		R	8	< a	К 24.78	R
2009 Manager - DHY (Handressing) after 5 years	er 5 years	4,956.86	4 956.56		75.47	D 1/10.00 N	at Netscharty - statution	62.53	R 62.53	Я	я		2	R
2040 Nail technicise Viry (Hattutessing) and 10 years	ar 10 years	4,956.86	P. 4.956.86 F		25.42	148.00	State of the local division of the local div	64.44	R	ж	R	8		x
3024 Nail Technician - Unqualified	A Construction of the property of the prope	2,579.06	.956.63	R 1,143.90	-				a and a second second	В	В	Andrew (March 1999)		R
3038 Nail techniciae - Coulised	and have a susception of the second state of t	2,654.20	50.00 St			nghe i i		33.53	R 33.53		æ			x
3088 Mascave Theracity - out-of land	meneries and a sub-antimaticity of the state state of the state states	3,095.56	1 478 85			• • • • •	X 00.40	34.50	~	B	œ	of the second		X
3087 Massage Therapist	and the second s	2,461.90	C. montered					107 CE	*		R	8	R	2 0
2067 Operator - Trainee	the second	4,567.88	2	1,143.90	R 25.42 F	25.42 R 148.CO R	59.38 R	82 32	92.00	8	R	R	-	1
2068 Operator	Provide Annual Annua	7,244,34	* 95m.53 ! R	1,143,90	R 25,42   F	148.00 R	36.95 R	36.00	and an entry of the local division of the	K munum	R	8	R	R
2070 Operator - after 5 years	A DESCRIPTION OF A	24:02:42		1,143.90	3 25.42 F	\$ 148.00 R	See of the second second	45.37	one can a service a service	K	8	4 R 170.54	R	R
2072 Operator - after 10 years	a sussession or an operation and an availability operation of the standard standard and	and the second	5 4 355.36 R	1,143.90		148.00		47 59	and a summary services	K 45.32	8	~	æ	8
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Approved: Chairperson: P Matjebe Date: 01 June 2023

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Control         Display         Control         Control <t< th=""><th></th><th>Jun 2023 Salary - mtribution Waga - Pension Fund and Council Rees</th><th>માંત 2023 Minimum સંઘર્ણ - દંવ કરિકે Cala anly</th><th></th><th></th><th></th><th>* BC Fee ER - Salon Reg pra Novi7 - 1.3% on</th><th>* BC Fee EE - Salon Reg pre Nov£7 - 1.3% cm Contributing Wage</th><th></th><th>* BC Fee EE - Sulon Fag after NovG7 - 1.3% of Contributing Wate</th><th>2023 National Persion Fund (ER) - Contributing Wage</th><th>2023 National Pension Fund (EE) - Contributing Wage</th><th>2023 Mational SPF Employer backed on Mainturn Wage</th><th>2023 National SP5 Employee based on Minimum Wass</th></t<>		Jun 2023 Salary - mtribution Waga - Pension Fund and Council Rees	માંત 2023 Minimum સંઘર્ણ - દંવ કરિકે Cala anly				* BC Fee ER - Salon Reg pra Novi7 - 1.3% on	* BC Fee EE - Salon Reg pre Nov£7 - 1.3% cm Contributing Wage		* BC Fee EE - Sulon Fag after NovG7 - 1.3% of Contributing Wate	2023 National Persion Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 Mational SPF Employer backed on Mainturn Wage	2023 National SP5 Employee based on Minimum Wass
R         4 (557)         6 (557)         6 (557)         6 (557)         6 (557)         6 (557)         7 (556)         8 (557)         7 (556)         8 (557)         7 (556)         8 (557)         7 (556)         8 (557)         8 (5		4,260.98	4,956.86	and the second	25.42	148.00	Company of the local division of the local d				and the second se			
R         4(3)(3)         8(3)		4,473.45	4.956.85	1.143.90	25.47	8 1/18/00 D			*	8	æ	æ	Party of the local division of the local div	STATISTICS.
R         4556.61         R         3556.61         R         355.61		4,687,59	4,955.86		25.42	4	-	1	or e	8	8	œ		R 24.78
R         C45500         R<		4,956.86		1	25.42	R 148.00				2	2	×	æ	
R         6.03010 6.0010         6.040010 6.0011         8.04010 6.0011         8.04001         8.05011         8.050		4,956.86				R 148.00   h			e a	×	×	×	24.78	R
v         F         G/G/G/G         F         G/G/G/G         F         G/G/G/G         F         G/G/G/G         F         G/G/G/G         F         G/G/G/G         F         G/G/G         F          More		6,280.10				R 148.00 k				2 0	2	R	24.78	8
million         i         consist         i <th< td=""><td></td><td>6,593.37</td><td></td><td>- 1</td><td></td><td>R 148.00 F</td><td></td><td></td><td>: a</td><td></td><td>×</td><td>R</td><td></td><td>R</td></th<>		6,593.37		- 1		R 148.00 F			: a		×	R		R
April         April <th< td=""><td>SJEAN OT JALLA - HOLES</td><td>6,909.92</td><td>-</td><td></td><td>35.44</td><td>148.00</td><td></td><td></td><td></td><td>-</td><td>*</td><td>~</td><td></td><td></td></th<>	SJEAN OT JALLA - HOLES	6,909.92	-		35.44	148.00				-	*	~		
Image:		4,739.63	4,955.86		25.42	148.00				×	R	R	æ	
mining         R         2/36/20         R	Construction operation in a subsection in proceeding of the subsection of the subsec	4,956.86			25.42			4	2 0	2	~	8	R	
Image: Second	A SAVAN AND DO NA 10 YO WAR AND	5,509,67			28.25			-	X	8	R	æ	8	
R         2.902.3         R         2.902.3 <th< td=""><td></td><td>2,763.70</td><td></td><td>£</td><td>25.47</td><td></td><td></td><td>2</td><td>×</td><td>8</td><td>æ</td><td>æ</td><td>8</td><td>Commences of the local division of the local</td></th<>		2,763.70		£	25.47			2	×	8	æ	æ	8	Commences of the local division of the local
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In one of the following: fanding:         R         1,80,17         R         3,35,2         R         3,55,2         R         3,55,7		3,039.73			56 42	140.00		×	2	æ	R	R 174.15	And a subscription of the	
Worder of the following: Paraliting.         N         Jull JD         R         Jull JD	ylist - doing only one of the following: Braiding,			L.	76.00	PO-OFT		and a second sec	8	R		Я	8	
Answer         Answer<	viits - doine only one of the following e-rates	1,801.75	4,956,26	1				2	ж	â	6			
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Misteriff         N         Lational         R         Lational         Lational         R         Lational         R         Lation         R         Lational	nly one of the following: Braiding,		Deverate	1	75.67	K 148.00	and an and an and a state of the state of th	8	R	¥	æ	æ	æ	95.95
R       6.566.11       R       6.596.11       R       6.596.11       R       1.64.50       R       2.478         TER       An employee who substitutes for any permanent employee who is ack or on lease the meretralion / fease stallary / Weges shall be cilculated at the prescribed i+OURIY rate for that category of employment.       R       1.18.50       R       1.24.55         Orte       Removersion / fease stally / Weges shall be cilculated at the prescribed i+OURIY rate for that category of employment.       R       1.00.49       R       1.00.49         Orte       Removersion / fease stally / Weges shall be cilculated at the prescribed i+OURIY rate for that category of employment.       R       1.00.49       R       1.00.49         Orte       Removersion / fease stally a cilculated at the prescribed i+OURIY rate for that category of employment.       R       1.00.49       R       1.00.49         Orte       Removersion / fease stally for multie at the prescribed indicated stall provides at the prescribed stall at the prescribed stall at the table stall at the table stall at the table stable stall at the table stall at the t	And Condition of Condition of Condition of Condition of Condition	1,982.44	4,956.86	1	R 25.42	R 148.00		25	α.	٥			and conduction of the destination of the destinatio	Sussessive of the subsection o
An employee who sustitutes for any permanent employee who is side or on leave       In employee who sustitutes for any permanent employee who is side or on leave       In employee who works 1 or 2 or 3 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley who works 1 or 2 or 4 days per wear       In a monopley or 1 days per wear       In a monopley work 1 or 2 or 4 days per wear       In a monopley work 1 days per wear       In a monopley or 1 days per wear       In a monopley work 1 days 1 da		6,996.11	6,996.11		R 35.88	R		~	a	- 0	×	~	24.78	R 24.78
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		) employee who sub muneration / Back	stitutes for any perma	ment employee	who is sick or an le	eave								
	AD	employee who won	salary / weges shall t	e calculated at t	he prescribed HOL	URLY rate for t	hat category of en	nployment						
		invite tation / Basic ould the Council no received, then the d	Salary / Wages shall E receive the fower cal	s per week e calculated at ti culated salory fr	he prescribed HOL oin the Employer (	URLY rate for t	that category of eacher	aplayment f the Full Time posit	ion for that Job Cates	tory will apply.				
		intributions for a Wi	orking Employer (Wor	K Code 2089), is	roluntary for SPF 1	from 1 lanuary	rual amount of day	rs worked and not t	he full amount of day	's worked.				
		sir Salary / Mare di	vided by a page date	Employees will	be 6% of the Bosic	c Salary of the	Employee Contri	outions payable by	all Employers will be	6% of the Basic Salar	y of the Employee.			
		Stylist will be paid	30% commission	unnu - st kn m	TI LINE MUNICIPAL D	ov nours worke	ad on the day							
		O STOCK DEDUCTIO	NS ARE ALLOWED. VI	IT AND LOYALTY	CARD FEES SHALL	L BE DEDUCIA	BLE							
	84	C = Bargaining Coun.	5											
		" Employee												
	58	VF = Sick Benefit Fun	q											
		PF = Sick Pay Fund												
		arriers to also inclux	ie any apprentices						An owner water and a state of the					
		non Members, Unio	in Fee equates to R 14	8.00 per month	tor member Ear	and and have such as								
					Inter a second second second	יוויזיטא אוויזיסאוני איז איז איז איז איז איז איז איז איז איז	Tatre ACAU Rick a	he age of 60, the U	aion Fee equates to I	121.00 per montn p	er member (Excludi	ng the funeral benefi	22	
Non-Union Members: Non-Union members parts an Agency Fee equal to the Union membership fees curverity R 148.30 per person per menuity han with non IMSA humers.	, M.	on- Union Members		bays an Agonci	Fee equal to the	Union membe	riship fees current	ly R 148.00 per per	w hid through hid w	*h no UASA hanefa				

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GOVERNMENT GAZETTE, 24 NOVEMBER 2023

14	REMUNERATIONBASIC SALARYWAGE AND CONTRIBUTION SCHEDULE IN DIVISION 103 BEING KIMBERLEY AND ALL OF THE OTHER MAGINTERIAL DISTRICTS OF THE WORKED AND ALL OF THE DATE OF THE DATE OF THE WORKED AND ALL OF THE DATE OF	AND CONTRIBL	JTION SCI	HEDULE IN	NOISINIC	103 BEING	KIMBERLEY	AND ALL OF	THE OTHER M	AGISTEDIAL	Dietbioto		AININE	AINIVEAURE H3
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	Basic establishment charge *	arge * R					Address of the second system o		and a sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-					
	Total mhimum charge # R	arge * R									n v nanosztátoszteren azylintát azaszerenen ajados	The second	Westmann of the Property and Provide Action	
Work Cade	Wort Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council	Len 2023 Minimum Vizge-	Zev ZDZ3 Wcekly Aly Rate	Z023 Hourly Rate 45h/Per week	Rate 2023 Unicon bek Foe		the second second	<ul> <li>BC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing</li> </ul>	* BC Fee EE - Salou Reg after Nov17 . 1.3% of Contributing	2023 Mational Permion Fund (ER)-	2023 National Pension Fund (EE)-	2023 Maticnal SPF Employer based on	2023 National SPF Employee based on
3089 Ae	3089 Aesthetic Therapist	R 7,822.23 F	8 7,822.23	R 1.805.	14 R 41	40.11 R 148.00	DD P 101 CO	Contributing Wage	agen	Wage	Sam Sunneinier	Contributing Wage	- 1	Minimum W
2002 Bai	2002 Barber - Trainee		_	R 1,143.	R	04	*	-		R9TOT N	R 469.33	~		8
2004 83	2004 Barber - Junior Jone Booten Franker	- 1	~	~	æ		. 22	æ	R			* 0		8
3034 865	2000 batter - Jernolovist - Ormifiked	R 5,691.81	1 R 5,691.81	~	~	- 5		R	8	8	R 341.51	R 34151 R	R 28.46	
3036 Bea	3036 Beauty Technologist - Unoualified	d 17742 1 8			×	~	R	æ	×			R		
3020 Be	3020 Beauty and Skincare Therapist - Ungualified			< 0	1	~ 0	*	00				R		· •
3014 Be	3014 Beauty and Skincare Therapist		1	a a		00.841 N 148.00	X	8	2		8	R	-	R
3022 Sal	3022 Salon Assistant		1	00		¢ 0	2 0	×	*		R	R 219.99		8
4018 Dr	4018 Drybar Worker			4				×	*		R	R	R 24.78	*
2010 Ge	2010 General Assistant	5 1		a:			4		20	~	a. 1	æ		R
2012 Ge	2012 General Assistant after 5 years			~			-	2	×	×	2	R	æ	R 24.78
2014 Ge	2014 General Assistant after 10 years			œ		5.42 R 148.00	00 R 23 49	107 CC 0 0		*	~	R	R 24.78	8
2020 Ha	2020 Hairdresser - 1st year after qualified	R 3,386.04 R	4 8 4,956.86	_	8	25.42 R 148.00	- W	. 4	64.C2 a		×	8	×	
2022 Ha	2022 Hairdresser - Qualified	- 1	8 8,955.86	86 8 1,143.90	8	5.42 R 148,00	R			e a	×a	×	R	24
ZUZ4 Ha	2024 Nairdresser - Qualified - after 5 years	- 1	- 1		æ	25.42 R 148.00	8	8 54.63	1			240,10	R	
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2048 LE	2048. LEARNER - Level 2		U1.100,1 N	×	~	~		*	æ		A ARA TANANA	8	R	R 0.70
2050 LE	2050 LEARNER Level 3		1	12 R 1170 EA	2 4	76 24 0 148.00			R	8	' a	8		
2052 LE	2052 LEARNER Level 4	R 2.806.66 R	-	: 0	c a	00 94 0 1 10 00 00		2	~	a	æ			R 25.56
4000 ST	4000 STUDENTS - Entry Level	1	1			c   a	20				and a		R 37.30	8
4001 ST	4001 STUDENTS - Module 2 (Level 1 & 2)			04	æ	17.00 R 148.60				œ.		8		R
4002 51	4002 STUDENTS - Module 4 (Level 3 & 4)	8	R 5,133.23	8	æ	1 ac	-				,	8	and a function of the state of	R
4003 51	4003 STUDENTS - Module 6 (Level 5 & 6)	- 1		æ	æ		CO R 36.49				×	2	8	R 25.56
3050 M	303.2 Manager - Beauty 2000 Association - 101 - 2000	1	- 1	- 1		31.51 R 148.00	×		8		79 376 B	X	37.30	8
NU DOUZ	2000 INGREEF - RAITORESSEE	- 1			1.143.90 R 2	25.42   R 148.00	-		NAMES OF TAXABLE ADDRESS		: 0		and the first property of	2
AN AND	Monoger - nanalesser ancer 5 years	R 6,203.5	1	æ	- Manna Juli	1	R	1011 THOMAS	80.65 R 80.65	WARD CONTRACTOR	. 2		and the second second	R
2020 A6	2024 INMINISCO - HAILOUESSET ATCH IN YEARS	R 5.501.25 R	11	¥	Contraction of the	25.42 R 148.00	00 R 84.52	R		R 84.52	R 390.08		K 24.78	~
2054 M	2054 Manaher - only the auty control intent	1	1	<b>cc</b>	A DESCRIPTION OF A DESC	or l	R	5 R 50.85	8	~	8	B	AND INCOMENDATION OF THE REAL PROPERTY OF THE PROPERTY OF THE REAL PROPE	X
2056 M	2056 Manager - only (Halirdrossing) after E verse	- 1	e	2		~		Я	ж		8	0		2 0
2058 M	Manager - only (Hairdressing) after 10 vages	1 500 2 Q	1	222 AD N 1,145,50	K	œ.	R	R.	4 R 64.44	R 64.44		8		0/-47 0 1
3040 Na	3040 Nail technician - Uncualified	1	1	1	×		8		8	æ	æ	R	8	: 0
3084 N:	3084 Nail Technician - Certificad	1	1	z d	/ 1000 00000000000000000000000000000000		And Address of the Ad	3 R 27.23	¥	æ	R	R	a	9
3038 N	3038 Nail technician - Oualified	1	1	4	ALC: NAME AND ADDRESS OF		R	×			8	R	B	-
3088 M	3088 Massage Therapist - entry lovel	5 1 2 V C C	1		The second second		.00 R 32.65	9 R 32,69	R	6	æ	R	8	4
3087 M	3087 Massage Therapist	1	Ŧ	142 N 100 N 1742			×	B.	8	~		×	R	
2067 OI	Operator - Trainee		1		1 142 90 10	00.341 N 148.02	K	59.38   R 59.38	8 8 8	R	ч	R		R
2068 Operator	perstor	1	1						R	R	R	ж	œ	8
2070 0	2070 Operator - after 5 years		1	or	-	25.42 8 1/8 00	4	And in case of the local division of the loc	4	R	R.		R 24,78	L
2072 0	2072 Operator - after 10 years	R 3,122.65	2	n	- 0	. 0	1 5	2	x	R		7 R 178,87	R 24.78	8
2074 0	2074 Operator - Multi skilled	R 3513.00	14			4	Y	R	×	R	R 187.36	6 R 187.36	R 24.78	d an
2076 0	2076 Operator - Multi skilled - after 5 years	8 2 696	1 1	-	2 4	× l	K	R	R	8	R 210.78	8 R 210.78	R	. i
2078 0	2078 Operator - Multi skilled - after 10 years	R 3.862.42	;   er		2 0		148.00 R 47.93	8	8	R 47,93 R	R 221.21	æ	R 24.78	8 R 24.72
	Annual memory of the second	5			×	×		0	5031 D C031		-	Water Surveyord	AND MANAGEMENT AND ADDRESS OF ADD	-

COUNCIL	
BARGAINING	· · ·

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.

West Gate         Basic cetal           Voet Gate         Total           Vest Gate         West Code Description           3022         Receptionist - Heinzurststablishment           2028         Receptionist - Heinzurststablishment           2038         Receptionist - Heinzurststablishment           2038         Receptionist - Heinzurststablishment           2038         Receptionist - Heinzurststablishment           2038         Receptionist - Heinzurststablishment           3048         Somatologist 3 Yenrs           3022         Somatologist 8 Tech - d years	Bargaining Levy. See Atmexure C basic establishment charge * R	See Annexure (		THE REAL PROPERTY AND A 1999 NUMBER OF									and a second sec		
Work Code Dracr Work Code Dracr Receptionist - Beaury Establishment 22 Receptionist - Handressing, salon - afte 88 Receptionist - Handressing, salon - afte 68 Receptionist - Handressing, salon - afte 88 Somatologist 3 Yens 22 Somatologist B Tech - 4 years	3asic establishment charge *		A DESCRIPTION OF TAXABLE PARTY.		A DAY IN THE OWNER AND ADDRESS OF THE OWNER ADDRESS			de an annanananan de specielar annan maintean an airean an aire		an darih keresaké andananang padalah dalah ya kanananan	A DESCRIPTION OF A DESC	And And a second second second second			Contraction of the second second
t Code Work Code Desri 2021. Receptionist - Beaury Establishment 2028. Receptionist - Handressing, salon 2038. Receptionist - Handressing, salon - afte 2038. Receptionist - Handressing, salon - afte 2038. Somatologist 3 Years 2035. Somatologist 8 Tech - 4 years 2035. Somatologist B Tech - 4 years							And the second se		And a second						
t code Work code Desri 3027. Receptionist- Beaury Establishment 2088. Receptionist- Haindressing, salon 2088. Receptionist- Haindressing, salon - after 2088. Receptionist- Haindressing, salon - after 2088. Scorestologist 3 Years 2055. Scorestologist 8 Tech- 4 years	Total minimum charge *	8			-										
3042         Receptionist - Beauty Establishment           2028         Receptionist - Hairdressing, salon           2038         Receptionist - Hairdressing, salon - after           2036         Receptionist - Hairdressing, salon - after           2037         Somatologisti 3 Years           2035         Somatologisti 8 Tech- 4 Years		Jun 2023 Salary - Contribution Wage - Pension Fund and Council	nun 2013 1841 mur 1841ge 1845 tal. onty	2023 Weekly 2 Rate	2023 Hourly Rate 45b/Per week	noinU Etaz	* BC Fee ER - Salon Reg pre Nov17 - 1.3% on	# BC Fee EE - Salon Reg pre Novi7 - 1.3% on	* BC F Reg a 1.3% of	*8CF Rega 1.3%cd	2023 National Pendon Fund (ER) -			1 11	2023 National Spf Employce based on
2082 Receptionist - Handressing salon 2088 Receptionist - Handressing salon - after 2086 Receptionist - Handressing salon - after 3048 Somatologist 3 Years 3052 Somatologist B Tech - 4 years		4.86	R 4.956.86	R 1.143 90	CV 3C 8	0 140 AV		UIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Wage	Wage	A Summer A	ge Contributing Wage	Ninimum Wage		Mînêmum Wage
2084 Receptionist - Hairdressing salon - after 2088 Receptionist - Hairdressing salon - after 3048 Somatologist 3 Years 3022 Somatologist B Tech - 4 years		R 3,543.30 R	4.956.86	1 143 90	CV 30	DITONT	25.45	¥	8	œ	8	49 R 253.49	OF NC A	-ñ	
2086 Receptionist - Hairdressing salon - after 3048 Somatologist 3 Years 3052 Somatologist B Tech - 4 years	r 5 years	R 3.720.64 B	4 976 85	1 142 00	24.62	148.00	46.05	R	R		8	æ	. 0	_	24.78
3048 Somatologist 3 Years 3052 Somatologist B Tech - 4 years	r 10 vears	Ł	A OF C BC	0000414			48.37	æ		R 48.37	a			X	24.78
3052 Somatologist B Tech - 4 years		1	000000't	06'5'T				R 50.67	R 50.57	8	~		×		24.78
20r4 C			1		25.42				R 50.04	~			R		24,78
2024 201941 4 - 1512001941 2001 1 2000			2	-	25.42	R 148.00 R			8			*	×	78 R	24.78
1017 Survite cuttand cuttan	State and in sector design of the sector design of	4,516.53	×		25.42	R 148.00 R	R 58.71 R		a			×	1 8 24.78	a:	24.78
101 a Contractive Street	Construction and a second s			R 1,143.90   R	R 25.42 R	148.00		D		2	X	R	1 R 24.78	8 8	24.78
TOTA SPECIAL SKINED STVAST - STLET 5 YEARS		R 2,467.59 R	R 4,956.86 R			148.00	00.00	-		X	~	03 R 141.03	2	24.78 R	BL PC
Julto precinc Skilled Stylist - after 10 years		R 2,584.70 R		1.143.90		OU BYL	00.70	2 1	X	8	æ	06 R 148.06	8	2 2	24.76
Specific Skilled Stylist - doing only one of the following: Braiding,	of the following: Braiding,	20104 1 0	1	and the second sec	1100		53.60	R 33.60	8 33.60	R 33.60	0 R 155.08	8	R		24.10
suco Platting, Cutting		1	R 4,956.86	R 1,143.90	R 25.42	R 148.00 R	R 18 68 D	10 201	¢				Service and the service se	. i	0.°L*
1004 Platting, Cutting after 10 years	of the following: Braiding,	R 1,579.26	A GOSS PH	1 122 00						18.68	3 R 86.22	22 R 86.22	R 24.78	8 8	24.78
Specific Skilled Stylist - doing only one of the following: Braiding, 1002 Plattine. Cutting after 5 years	of the following: Braiding,	R 1,508.99		000000	74-07	148.00	R 20.53	R 20.53	R 20.53	R 20.53	3 R 94.76	76 R 94.75	R 24.78	8	24.78
2089 Working Employer (in Salon with Staff)		R 4,001.68	R 4,956,36 R	1,143.90	R 25.42	R 148.00 R	R 19.62	R 19.62	R 19.62	R 19.62	æ	30.54 R 90.54	8 34 70	9	1
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CASUAL EMPLOYEE		An ampioyee who	An employee who substitutes for any permanent employee who is sick or on leave	Vy permanent emi	slovee who is sick	or on leave	And a second result of a line of the line of the second seco								
		An amolecular who	Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	s shall be calculat	ed at the prescrib	ed HOURLY rat	te for that categon	y of employment		MMM () has no programming of the statement ()	when present of a low bit of instances propagation and the		Station of the state of the sta		
			All clining the wild works 1 or 2 or 3 or 4 days per week	or 4 days per wee	×			ADVANTOR CONTRACTOR CONTRACTOR CONTRACTOR	A REAL PROPERTY AND A REAL	Secondaria and a second s	And the second second second second second second	a na sa sa na sa na	<ul> <li>Construction and and some weight in Constitution constraints</li> </ul>		
PART TIME EMPLOYEE		Should the Council	Removed action / Basic Solarly / Wages shall be calculated at the prescribed DAILY rate for that category of amployment Should the Council not repeate the house relevine down and action some date in the solar solar solar solar solar	is shall be calculat	ed at the prescrit	ed DAiLY rate	for that category t	of employment	A STATE THE ADDRESS OF A DECEMPTOR ADDRESS br>ADDRESS ADDRESS br>ADDRESS ADDRESS br>ADDRESS ADDRESS br>ADDRESS ADDRESS A ADDRESS ADDRESS ADD	And Andrew Construction and Annual Annual Annual Construction	and the state of the second		ANALYSIN MARKS AND THE REAL AND AND AN A REAL AND A REAL		
		If received, then t	he deductions will	be changed accor	diaty rout the lowe	piover (Salon c	owner), then the s	alary of the Full Tim	If received, then the doductions will be channel accordingly in the human accordingly in the presence, then the salary of the Full Time position for that tob Category will apply	Category will apply	Υ.		"Other and the second		
WORKING EMPLOYERS	an she she want of the statement of the	Contributions for	lor a Working Employer (Work Code 2039), is voluntary for SPF from 1 January 2017	er (Work Code 20	39), is voluntary (	or SPF from 1 J	anuary 2017	oi uays worked an	d not the full amount	of days worked.	owners and a summary states a	The second	And a second		
PENSION FUND		Pension Fund Con	tributions to be pa	nici by all Employe	عداد والالمحادث			A CONTRACTOR OF A CONT	When you want a same same and the second second second	A PARTY IN THE PARTY PARTY PARTY PARTY PARTY INTO A PARTY	A Non-Wellink of A	the states of the second	A NAL W VIEW PRANCE A ANY ANY A		
DAILY RATE CALCULATION	Ander in descentation desses and provide second sec	Basic Salary / Way	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the 2	33 divided by 45 =	HOURLY Rate mu	itiok hr hour	o: the Employee	Contributions paya	Vege divided by 4.3333 divided by 4.3333 divided by 4.5 = HOURLY Rate multiply his house workshow to contributions payable by all Employees will be 6% of the Euro 5 balance the Employee	vill be 6% of the bas	· c bailary of the En	player			
		Qualified Hairdre.	ssers / Stylists, wh	ich are employees	and employed or	7 or after 2010.	whom will receive	Qualified Hairdressers / Stylists, which are employees and employed on or After 2010, whom will receive or	" entering and an in the second	Westerholds to a way of a projection succession and	And a second second second second		The second s	and house a summary of	Non-
CUMINISSION EARNERS		Qualified Hairdre.	ssers / Stylists, wh.	ich are employees	and employed pr	ior to 2010, wh	"Om will receive a	iressers / Stylists, which are employees and employed prior to 2010, whom will receive a munimum 206, Commission	e contratission.	TRANSPORTER & L.S. MELTER CONSIGNATION	The objectment and hadred on a second	TYMEN AT A CONTRACTOR OF A CON	Interview of the second se		Second and the second second
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<ul> <li>V to: VALUE to have a set of the set of th</li></ul>		SBF = Sick Benefit Fund	[und				And Annu and an Annu and Annu Annu and Annu an				Professionanteres III - 12 Apres 200	and and and the second s	*		AND REAL PROPERTY OF A DESCRIPTION OF A
teres d'internet de la company de la comp		SPF = Sick Pay Fund	PL.	donus una succession of the su			A	A 111 1444 1444 1444 1444 1444 1444 144	and a day of the second s	1	Processor of the second	Announcementation of a succession	and the second measurement of the second		A REPORT OF A REPORT OF
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Approved: Chairperson: P Matjebe Date: 01 June 2023

	REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 104 BEING PORT ELIZABETH, UITENHAGE AND HUMANSDORP	ALARYN	VAGE A	ND CON	TRIBUTIC	ON SCHE	EDULE IN	DIVISIO	N 104 BEI	NG PORT E	LIZABETH, L	JITENHA	GE AND	HUMANSC	dan	MININ	AINIVEAURE "H4"
	EOHCB Subscriptions} See Annexure C	See Annexu	Ire C		And a second sec	NAL DO RODRIGUES		<ul> <li>Extension of the second se</li></ul>	Anno an								
Annonemental and a series of an appendix series of any appendix series of series and an and a series of the series o	Bargaining Levy Basic establishment charse *	See Annexu R	ire C	VIEW RANGE AND A STREET AND A STREET	A line / August - Aug	and a construction of the		And a state of the		таларанан каларалараран калараран калараран калараран калараран калараран калараран калараран калараран каларар	<ul> <li>Marry 11-10/14/14/Marry Print, Confirm Construction And American Anton, All Annual An Annual Annual Annu Annual Annual Annua Annual Annual Annu</li></ul>	Vi strandra menenikati ina tete me	moderna se a de la come e de la desena de la d		Anna an anna an anna an anna anna anna	renamentaria a u andanan a sa	adalahan di seringi meneri seringi di seringkan di se
	Total minimum charge *	1 1				and the state of t										information of the second s	Not the second se
Work Code Work Code Description		Jum 2023 Salarry - Contribution Wage - Pension Fund and Council Pess		મ્યામ 2112.3 આંગોળવાલ ધોટ્યુલ વિત્ત કેણ્ય ઉદ્યાં ભ્યોપ્	2023 Weekly Rate	2023 Hourly Rate Rate: 45h/Per week		2023 Union R Fee Co	4 BC Fee ER - Salon Reg pre Nor(17 - 1.5% on Contributing Wage	* BC fee EE - Salon Reg pre Nav17 - 1.3% en Contribuiñg Mage	<ul> <li>* B.C.Fee ERSalon</li> <li>* B.C.Fee EESalon</li> <li>Reg store Nou.7 - Reg store Nou.7 - Reg of Contributing 1.3% of Contributing</li> <li>Wage</li> </ul>	on BCFeeEE Salon - Regartar Nov.17 - Dig 1.3% of Contributing	E-Salon Noviz - Moviz - Per	2023 National Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National Spc Employer based on Minimum Wage	2023 National SPF Enployee based on Ministrum Wage
3089 Aesthetic Therapist			\$22.23 R	7,822.23	R 1,805.14	~	40.31 R	148.00 B	101 60				-				
2002 Barber - Irainee			2,681.00 R	9,955,86	R 1,143.90	24	:   ~		28 VE	× a		2		469.33			
2006 Briter Satis			147.00 R	4,956.85	R 1,143.90	~	25.42 R		44.81	- 0	2 0		-+-	160.86		R	24
2000 Defutir - Sensor		R 5,6		5,691.81	œ	05	1	148.00 R	10 24	4 0			44.81 R	206.82	R 206.82	æ	
and Bourty Tochade to Anguathed			711.79 R	4,956,86	œ	æ			22.25		-	X C	73.99 8	341.51		R	
2034 Beauty recimologist - Qualified			4,956.86 R	4,956,86	æ	æ	25.42 R		64.44	c 0			22.25 R	102.71		R 24.78	
2014 Beauty and Skindare Inerapist - Ungualified	anned	R 3,6		4,956.36	R 1,143,90	æ	8 I		48.04		e a		54.44 R	297.41	æ	R	
DODA Color A				3.955.86		8	1		TO OF			74 K		221.70	R 221.70	R	
ANTO ALL THE TANK			3,123.95 R	4,956.86 R	-	æ	25.42 B	148.00 R	00.61	#C'00 0	* •	x i	60.54 R	279.42	R 279.42		the second s
Jaka Puylow Puylow		R 4,5		4,956.86	R 1,143.90	8	8	148 00 B	00.03	- 0				187.44	2	8	
AULU General Assistant				3,955.86	R 1,143,90	8	1		00°00	2 0	x 4	88		274.07	R 274.07	R 24.78 8	
ZULA URRETH ASSISTANT AFTER 5 YEARS		R 3,4	183.07 F	4.956.86 R		æ			OC 30	e a	2	R	43,13 R	199.05			
2014 Undertal Assistant after 10 years			50.35 R	4 936.86 R		æ	25.42 B		A7 45	2 0	×		45.28 R	208.98			
2020 Mairoresser - 1st year after qualified				4,956,46	æ	~	25.42 R		C4.14		*		47.45 R	219.02			8
2024 Hairdresser - Qualified	A STATE OF A DESCRIPTION OF A STATE AND A DESCRIPTION OF A	R 5,9	S,999.37 R	3,956.35	œ	2	25.42 R		17.99	R 77.00	x		68.69 R	all amounts of a	R 317.02	æ	
2026 Holdenser - Qualified - after 5 years			6,299.87 R	4,955,85		8	1		81 90	. α	11.33 00 10		8 66.77		R 359,96	æ	
2046 1 2 4 6 A 1 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	8	R 6,5		4,955.86	8	a:	25.42 R	148.00 R	85 80 B				81.50 R		R 377.99	æ	
20148   FADNED _ 1 2014 2			*	1,557.70	œ		8.50 R				-		85.80 R	395,99	R 395.99	8	
2050   LEARNER - Level 2		And the second se	x	3,315.23	æ	æ	æ	148.00 R	-		-	¥ a	- K	And a second			
2052 LEARNER - Level 4		000	10 10	5,111.13	α (	æ		148.00 R	r		e ac	R R	Y O	-	ac a	R 16.58 R	
4000 STUDENTS - Entry Level		ole	U OTTAL	¥ 65.808's		8	38.25 R	148.00 R	49.92	R 49.92		92 R	4 1 1 1 1 1 1	1 24 020		2	
4001 STUDENTS - Module 2 (Level 1 & 2)			4 04	20.2102	* 0	-	8.50 R	148.00 R		، œ			8		Things u	×	R 37.30
4002 STUDENTS - Module 4 (Level 3 & 4)		Contraction of the second second	a:	5.111.72 8	- 4	r 0	× 0	148,00 R			К.	R	-				
4003 STUDENTS - Module 6 (Level 5 & 6)			340.16 2	7 456 39 8			U 50 50	140 00 H		And a	R	R	, 8		8	R 2555 B	
JUSE (Manager - Beauty		1000	7,804.20 #	35.233.75	8 1,800.98	~	. a	2 10 00 00 C	25.24		<b>x</b> }:	4	49.92   R	230.41 R		and an and and an	
2000 Manager - Hairdresser			303.30 8;	35.555.5	~	00	9 CT 25		CHTOT		×	R	101.45 R		trips was not	and the second se	A CONTRACTOR OF A CONTRACTOR A CONTR
2004 Manager - Hairdresser after 5 years		R 7,1	7,144.09 8.	A.355.86 R		oc	25.42 R	148.00 0	A 1400	N 88.44	× (	14 B	88.44 R		R 408.25 R		and the second second
2004 Waltager - Mairoresser after 10 years	CALL CONTRACTOR OF A CALL	-	183.33 R	₹.956.36   R		æ	1	148 CD 8	00.00		×	87 R	92.87 R	teru teres		an include an end of the local	
Jose Manager - Only (Beauty Establishment)	(t)	****************	389.96 8	5 389.36 R		a			75.57		2 0	28 8	97 28 R	-		8	
2034 [Wanager - Only (Hairdressing)			5,996.67 T	5,956,67 FR		00	30.75 B		¥ /0.0/		X	57 R	76.57 R	1		8	
2006 Manager - only (Hairdressing) after 5 years	years	R 6,2	6,296.68 R	0 23.0.68	8	a	a) 20 CE		92.11	H N	X	36 R	77,96 ; R			R	WARNER A PLANT
2058 Manager - only (Hairdressing) after 10 years	0 years	Ś	596.68	25.20 05	a		0 00 00		92.15	×	8	36 R	81.86 R		and a state of	R 31 40 D	And have a second date
su40 Noil technician - Unqualified		2	560.36 · #	12	a			1 00.04-1	3 97'CR	2	œ	76 R	85.76 R		and a second		State of the second state
3084 Nail Technician - Certified		R 2,7	737.85 1.	5.550.56 B	c a	2 0	25.42 R	148.00 R	34.58	a	er.	34.58 R	34.58 R	- Andrewson -	No. of the local division of the local divis	E B	8 32.9
3038 Nail technician - Qualified		3.	194.13 8	0. 3KT. 86	:  a	-	25.42 K		35.59	æ	æ	8 8	35 59 R	****		4	×
3088 Massage Therapist - entry level	And a loss of the second se	2,	461.90 8	1.958.25	R 1 1/2 GD	- 0	A 17 20	148.00 R	41.52	R 41.52	ж	52 R	42.52 R				r a
3087 Massage Therapist		4	567.88 L R		- 0	-	A 24.22	248.00 R	32.00 R		R	30 R	32.00 R		R 147 71	8 74.70	2 0
2067 Operator - Trainee		R 3.0	044.76 R		a	. 0	4 22.00	148,UU K	59.38	8 59.38	R	38 R	59.38 R		-	B	4
2068 Operator	And a second	n,		1 4KG 26	-		X 74.07		39.58	R	æ	58 R	39.58 R				5
2070 Operator - after 5 years	A DESCRIPTION OF A DESC	5		3055 POL -	-	2	25.42 R		50.33	R 50.33	æ	33 R	50.33 R	and the second se	ALC: VIV.modula	4	K 24.7
2072 Operator - after 10 years	An and a second	~	367 64 2	C0'00'*	r l	8	25.42 R	148.CO R	\$2.85	æ	R	35   R	52.85 R	0 10201	Contraction of the local diversion of the loc		With States and states and
2074 Operator - Multi skilled		· · · · · · ·	10.10	N 1 120 2 12 1 1	X	8	25.42 R	148.00 R	55.35	œ	R	75   R	55.35 8		and in our	×	Second and Second s
Abstrouted.	the same of the second se	F	10.40.614	Q. 90. 5	I 1,143.90	8	25.42 R	148.00   R	58.15		R	58.15 R	58.15 R	268.21	06-552 u	K	R 24.7

COUNCIL	
BARGAINING	

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

susanganganangananganangananganangananga	EOHCB Subscriptions See Annexure C	See Annexure C			and the second	Share a strength and the strength and th		Constrainty of the second s	A CONTRACTOR AND A CONT	AND					And and a second se
And a second sec	Bargaining Levy	Bargaining Levy See Annexure C		And the statement of the second se	And the second se		and the second se	annound for service in a subsection of the second second	and a second state of the second s	a analy in the Art Art and the Art			The second s		
	Basic establishment charge *	24		No in proving the contract of the second second second				for the second	AND	rende a a maj andra de angenerativante deservativante deservativa	annon a suit suit suit suit suit suit suit suit				
	Total minimum charge *	, R													
Work Code	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jier 2023 Mituman Mage - for SPF Calc snip	2023 Weekly Rate	2023 Hourly Rate - 45h/Par week	2023 Union Fee	* BC Fee ER - Salan Reg pre Nov17 - 1.3% on Contributing Wage	* RC fee EE - Salori Reg pre Nov17 - 1.3% on Contributing Wage	* BC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee ER - Salon * BC Fee EE - Salon Reg after Noul7 - Reg after Houl7 - L3% of Contributing 1,3% of Contributing Wase	n 2023 National Pension Fund (ER) - U Contributing Wage	nal Z023 Natiopal (SR) - Pension Fund (EE) - Wage - Contributine Warge		2023 Murtional SPF Employer based on Mithroun Waven	2023 National SPF Employee bused on
2076 Operator - Mult	2076 Operator - Multi skilled - after 5 years	R 4.697.64	D A Dr.C Cr									-			and the second
2078 Operator - Mult	2078 Operator - Multi skilled - after 10 vears		00'200'4 U	2	25.42	- 1		R 61.07	R 61.07	R 61.07	4	-			Contraction of the local division of the loc
3042 Receptionist - Reauty Fstahlischment	Pauty Establishment	107724 V	K 4,956-56	œ	25.42	R 148.00 R	R 63.98 R	R 63.98	and the second se	4			281.85 R		24.78
2080 Receptionist - K	2080 Receptionist - First year of exemience	SCOLE,C A	R 5,316.53	~		148.00	R 69.11	~	R			*	8 LE-267		24.78
2082 Recentionist - Hairdressing calon	lairdractine calon	Manager Street of the other	4,956.85	~		R 148.00 R	62.96		~			×	318.99 R		26.58
7084 Recentionist . H	2084 Rerentionist . Boirdrosoing solou		5,809,39	~	R 29.79 R						* 4	~		24.78 R	
2026 Decentionics	2006 Decemberion Manuel Control - 1 - 6 - 5		6,095.43	æ	R 31.28 R						×	æ	348.56 R	29.05 R	
and Commercial Street	MUNICOSSING SCION - AITCRY JU YEARS	R 6,391.14 R	6,391.14	R 1,474.89 R	R 32.78 R	1					×.	R	365.97 R	30.50 8	30.50
2011) Completioners Prot.		-	- 1	3,143.90	R 25.42 R	1				2	8		383.47 R	31.96 R	
2004 Commentationalist D To L 1	1001 - 4 / ears	and the second second	P 4,956.86 R	1,143.90	R 25.42 R	}			~ 0	×	8	æ	293.34 R	24.78 R	
A SUL INTERIOR AND A SUL	b tech Laser	A series of the	5,683.30	R 1,311.54	R 29.15 R	1			<		œ	R	297.41 R	24.78 8	
TULL Spectric Skilled Stylist	Stylist	R 2,818.92 R	4,956.86	R 1.143.90		1	Street, style or other street, str		Y		æ	341.00 R 34	341.00 R		and the second second second
JULA Spectric Skilled Stylist - after 5 years	Stylist - after 5 years		3,956,26	R 1.143.90 R	-	1	1000	×	×	2	æ	169.13 R 16	169.13 R		1
JULIG Specific Skilled	JULIG Specific Skilled Stylist - after 10 years	R 3,101.63	8 4,956,26		25.42	140.00	/#/90		R	8	æ		177.57 R	24.78 P	
Specific Skilled	Specific Skilled Stylist - doing only one of the following: Braiding,					NYOHT	к 40.32   R	R 40.32	R 40.32	R 40.32	ж	æ	186.10 R	-der	
1000 Platting, Cutting		R 1,836.90	R 4,956.86	R 1,143.90 R	R 25.42 R	148.00	23,88	00 50					-		
1002 Battine Cittine agone 2001	openie optime of the source of the collowing: Braiding, Blanking of the following: Braiding,								N 25.88	K 23,88	8	110.21   R 13	110.21 R	24.78 R	24.76
Cuprilie Chillen	Crackford Children Children and Children Childre	K 1,928.91	R 4.956.85 R	1,143.90	R 25.42 I	R 148.00	8 25.08	35.00	0			#14			ANAAA MARKANI ANA AMAGAMATANA
1004 Platting Cetting Sher 10 upper	Juyust - Gung Only One of the following: Braiding, # 5fter 10 upper									K 25.08	8	115.73 R 11	115.73 R	24.78 R	24.78
2089 Working Emplo	2089 Working Employer (in Salon with Staff	R 2,020.93	R 4,455.85	1,143.90	25.42	R 148.00	R 26.27	R 26.27	R 26.27	rrat a	c	ı	h dillerer		
		1 0,413,32	K 6,419.52	R 1,481.39	R 32.92				And a subsection of the subsection			And A Contract of the Association	121.26 R	24.78 R	24.78
	NOTES								and the second se		N	• R	, R	96.29 R	
	CASUAL EMPLOYEE	An employee who s	An employee who substitutes for any permanent employee who is sick or on leave Rowmerstein / Boolo Science / 1000-000	armanent employe	e who is sick or c	ວກ ໃຍຂ່ນຮ				and a second	Second				
		An employee who w	An employee who works I or 2 or 3 or 4 days ber week	davs ner week	the prescribed	HOURLY rate fc	An employee who works I or 2 or 3 or 4 days ner used.	mployment	and an an an and an and an and an and a second s						
	PAH3 TIMPE EMIDI OVER	Remuneration / Bas	ic Safary / Wigges sr	al be calculated at	The everyone		Remuneration / Basic Salary / Wagges shall be an cubited at the marcohood Horinery				And the second se	and a second	And the statement of th		
		Should the Council I	Of there the inve	r culculation as loan	The products of	MUNICE ALG I	or that category or e	smployment						henri ngag	
		If received, then the	deductions will be	hannad arcochian	I VIIII IIII E E III PIOI	Ver (Salon own	If received, then the full Time positions will be housed association owner), then the salary of the full Time position for that lob Category will apply	of the full Time pos	tion for that lob C	ategory will apply					
	WORKING EMPLOYERS	Contributions for 5	Markine Forelarian A	All a contraction of the second of the secon	IN TO THE IDWEL B	mount for the,	actual amount of da	tys worked and not	the full amount of	cays worked.					
	PENSION SUND		warmoore over structures (work code 2089), is voluntary for SPF from 1 January 2017	Work Code 2089),	is voluntary for S	sPF from 1 Janu	rary 2017								
	DAILY RATE CALOU ATION	L'ENDAR FUND L'ONT	pled ad of sucind	by all Employees w	I be 5% of the B.	lasic Salary of e	remover rune contributors to be paid by all timpleyees will be 6% of the Basic Salary of the Employee. Contributions analy by all firmibutors unit to service of the contribution of the service of the	ributions pavable by	I als Employeeus and	ho say as the day					
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	COMMISSION EARNERS	NO STOCK DEDIJCT	NU STOCK DEDIJETIONS ARE ALTONIED VAY ARE LOUGH VIEW AND ALTON	WAT AND LOUGH					And a state of the				A PROVIDE A DESCRIPTION OF THE ADDRESS OF THE ADDRE		
		BC - Bargaining Council	ncıf	WOT AND TO A	I CHIM FEES SI	HALL BE DEDUI	CTABLE	And the second							
		EE = Emoloyee										And a sub-statement of the sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-			
	ABBREVIATION DESCRIPTIONS	ER - Employer													
		SBF = Sick Benefit Fund	pue												
		SPF # Sick Pay Fund									,				
	LEARNERS	Learners to also incl	Learners to also include any apprentices				An and an an Anna Anna Anna Anna Anna An			and a second					
		-			NAMES AND ADDRESS OF A				A REAL PROPERTY AND A REAL						

Approved: Chairperson: P Matjebe Date: 01 June 2023

UNION FEE / AGENCY FEE LEARNERS

Union Members, Union fee aquates LD R 148.00 per month per members. For members wita Join UASA after the age of 60, the Union Fee equates to R 121.00 per month per member (Excluding the functual benefit)

Nan-Union Members: Non-Union Dembers: pays an Agency fee equal to the Union membership (see Currently R 148,00 per person per month but with no UNSA benefits.

**ANNEXURE "H4"** 

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

**ANNEXURE "H5** 

Balability for interaction of the product of t	Basic stability (Lev)         See Autocure C	2023 University of the second	RC Fee RF - Salon Reg and Non 57 - Laste Non 57 - 101.09 35.18 35.58 3	formation and the second	BCFee BF- Salon Bag Fabr Hondy - 55 61 Gombauding Wages 8 45.23 8 45.23 8 45.23 8 25.46 8 45.44 8 55.46 8 45.44 8 45.25 8 65.444 8 55.35 8 65.444 8 65.444 8 65.55 8 65.444 8 65.55 8 75.55 8 65.55 8 65.55 8 65.55 8 75.55 8 75.55	* PCFree EE - Sald Reg ECFree EE - Sald Reg EC - Contribution 1.3% of Co	on 2023 Mai Persion Fu					The second se	
Bit multiplication         Bit mul	Biological         Easily catabolishment charge         R         Am 703         Am 701         Am 701 <th>2023 Units of the second secon</th> <th>RC Fee RR- Salun Nage Rev Roy 21, 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 26,40 26,40 26,40 27,44 20,53</th> <th>formation and a second and a second and a second and a second as a</th> <th>PC Fee FR. Salom Seg Teter Mov.77 - 55 of Combuding Wages A <u>351.65</u> A <u>351.65</u> A <u>45.23</u> C <u>45.23</u> C <u>45.23</u> C <u>45.23</u> C <u>45.24</u> C <u>45.25</u> C <u>45.45</u> C <u>45.55</u> C <u>45.45</u> C <u>55.45</u> C <u>55.25</u> C <u>55.</u></th> <th>* BCFea EE - Sake Reg Enter Honzh 1.3% of committed Wage R 35.1 R 35.1 R 35.1 R 35.1 R 56.45,4</th> <th>on 2023 Mai Petration Fu</th> <th></th> <th></th> <th></th> <th></th> <th></th>	2023 Units of the second secon	RC Fee RR- Salun Nage Rev Roy 21, 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 35,13 101,69 26,40 26,40 26,40 27,44 20,53	formation and a second and a second and a second and a second as a	PC Fee FR. Salom Seg Teter Mov.77 - 55 of Combuding Wages A <u>351.65</u> A <u>351.65</u> A <u>45.23</u> C <u>45.23</u> C <u>45.23</u> C <u>45.23</u> C <u>45.24</u> C <u>45.25</u> C <u>45.45</u> C <u>45.55</u> C <u>45.45</u> C <u>55.45</u> C <u>55.25</u> C <u>55.</u>	* BCFea EE - Sake Reg Enter Honzh 1.3% of committed Wage R 35.1 R 35.1 R 35.1 R 35.1 R 56.45,4	on 2023 Mai Petration Fu						
Total information         Total information         I	Total minimum change         Increases         Ann 2013 statistic         Ann 2013 stati	2223 University of the second	KC Fee RR- Salun Mg pen Nayors', and L 25% an mutation was 101.69	formation and the first first and an and the second second proceeding of the second seco	BC Fee ER: Salom Bag after Mond7 - 55 of Contributing Wages 155,0165 15,00000000000000000000000000000000000	* BC Fee EE - Sak Reg aftecentoord 1.3% of tecentoord Wage R 35.1.1 R 35.1.1 R 35.1.6 R 35.2.6.4 R 64.4.4	on 2023 Mai ing Pension Fua						
Instruction	Model Code Description         Can 2025 Setuy (Monte of the control of the cont	2023 Union 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	RC fee RF Salon beg peng loop 77. L.5%, an articlating wasa, 15.5%, an 15.5% 15.5	formation management of a statistic second second second as a substance of a state of a second s	BC Fee ER- Salam Bigg There Mond 7- 55 of Commbuding Wages Mages A 52 22 2 4 55 2 5 5 5 2 5 5 5 5 5 5 5 5 5 5 5	* BC Fee EE - Sald Reg after brown 1.3% of contribution Wage R 35.1 R 35.1 R 35.1 R 35.1 R 45.2 R 64.4,	on 2023 Nai Pension Flu ing Contributa						
Match function         Match f	Work Gods Description         Canadize Subry.         June 1913         June 19	2023 Union Fea Faa Faa Faa Faa Faa Faa Faa Faa Faa	RC Fee RP - Salon Reg nov (Noo77 - 101.69 35.18 35.18 35.18 35.18 35.18 35.18 35.18 35.18 35.18 35.18 35.18 26.40 62.31 71.15 26.40 26.40 26.40 27.35 29.52 31.01 29.53 20.55 29.53 29.53 20.55	**************************************	BC Fee ER- Salon bag Peter Rend 7- 55 of Contributing Wages 1 301.05 1 301.	* 8C Fee EE - Salo Reg after Nova77 1.3% of Community Mages R 35.1 R 35.1 R 35.1 R 35.4 A 56.6 R 25.4 R 64.4 R 64.4	n 2023 Nat Pension Fu						
Antentienten         R         20000         Control         Contro         Co	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	<u> </u>	<b>F</b>	๛๛๛๚๛๛๚๛๛๚๛๛๚๛๛๚๛๚๛๚๛๚๛๚๛๚๛๚๛๚๛๚๛๚๛๚๛๚			misunut			ZOZ3 National SP Employer based o Minimum Wase	****************	2023 Netional SPI Employee based o Minimum Misa	
Effect. Time         Tim         Time         Time	R         2.706.26         R         4.046.56         R         4.1443.90         R         2.54.21           R         5.445.50         R         4.966.56         R         1.443.90         R         5.54.21           R         5.745.50         R         4.966.56         R         1.443.90         R         5.54.21           R         2.005.07         R         4.966.56         R         1.443.90         R         5.54.21           R         4.956.56         R         1.443.90         R         2.54.21         R           R         5.477.79         R         5.477.29         R         1.443.90         R         2.54.21           R         2.577.101         B         4.956.56         R         1.443.90         R         2.54.21           R         2.277.101         B         4.956.56         R         1.443.90         R         2.54.21           R         2.277.101         B         4.956.56         R         1.443.90         R         2.54.21           R         2.277.101         R         4.956.56         R         1.443.90         R         2.54.21           R         2.277.101         R <td< th=""><th>* * * * * * * * * * * * * * * * * * * *</th><th></th><th>เหมะสุดการสุดการสุดการสุดการสุดการกฎการกฎการกฎการกฎการกฎการกรุงการสุดการสุดการสุดการสุดการสุดการสุดการสุดการสุด</th><th></th><th>****</th><th></th><th></th><th></th><th></th><th></th><th>Sea hand</th></td<>	* * * * * * * * * * * * * * * * * * * *		เหมะสุดการสุดการสุดการสุดการสุดการกฎการกฎการกฎการกฎการกฎการกรุงการสุดการสุดการสุดการสุดการสุดการสุดการสุดการสุด		****						Sea hand	
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Constraint         Description         Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<>	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	~ ~ ~ <u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>					c 0		121.83	a managé pangananan		24.	
Consolution         n         Provincy         Neurolise         Neuro	R         3/712/15         R         5/472/19         R         1/432/96         R         2/36/26           R         3/75/56         R         4/36/56         R         1/432/96         R         2/36/26         R         2/36/26         R         2/36/26         R         2/36/26         R         2/36/26         R         2/43/29         R         2/36/26         R         2/43/29         R         2/36/26         R         2	a a a a a a a a a				a		Eu	257,41	and a second	8 8	24.	
Convertise         n         4.527.81         8	nt         n         2.702-06         nt         4.955.66         nt         1.143-90         ht         2.54.2         nt           nt         Affer 5 Years         R         4.557.88         nt         4.955.66         nt         1.143-90         ht         2.54.2         nt           nt         Control         R         2.235.20         R         4.955.66         R         1.143-90         R         2.54.2         R           Nt         Control         R         2.235.20         R         4.955.66         R         1.143-90         R         2.54.2         R           Nt         R         2.435.20         R         4.955.66         R         1.143-90         R         2.54.2         R           adfiled         adfiled         R         2.455.20         R         4.955.66         R         1.143-90         R         2.54.2         R           adfiled         adfiled         R         2.545.20         R         4.956.66         R         1.143-90         R         2.54.2         R           adfiled         adfiled         adfiled         R         adfiled         R         1.143-90         R         2.54.2         R <td>m m at at at at at at</td> <td></td> <td></td> <td></td> <td>a</td> <td>-</td> <td>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</td> <td>288.52</td> <td>of the second /td> <td>8 8</td> <td>24.</td>	m m at at at at at at				a	-	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	288.52	of the second	8 8	24.	
General Assistant         a         2.22710         R         2.42710         R         2.42610         R         2.46610         R         2.4610         R         2.4610 <td>R         2,721/03         R         4,956.56         R         1,433.90         R         2,54.2         R           S         2,710.10         R         2,285.55         R         4,956.56         R         1,143.90         R         2,54.2         R           Filed         R         2,285.55         R         4,956.56         R         1,143.90         R         2,54.2         R           Pears         R         2,549.56         R         1,143.90         R         2,54.2         R           Pears         R         5,565.20         R         4,595.86         R         1,143.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,143.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,443.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,443.90         R         2,54.2         R           R         5,595.66         R         1,457.79         R         3,55.0         R         3,55.0         R         3,55.0         R         3,55.0         R         3,</td> <td>m a a a a a a a</td> <td></td> <td></td> <td></td> <td>&lt; 4</td> <td>x</td> <td></td> <td>328.37</td> <td>A CONTRACTOR OF A CONTRACTOR /td> <td>6 R</td> <td>27.</td>	R         2,721/03         R         4,956.56         R         1,433.90         R         2,54.2         R           S         2,710.10         R         2,285.55         R         4,956.56         R         1,143.90         R         2,54.2         R           Filed         R         2,285.55         R         4,956.56         R         1,143.90         R         2,54.2         R           Pears         R         2,549.56         R         1,143.90         R         2,54.2         R           Pears         R         5,565.20         R         4,595.86         R         1,143.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,143.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,443.90         R         2,54.2         R           Oversite         R         5,595.66         R         1,443.90         R         2,54.2         R           R         5,595.66         R         1,457.79         R         3,55.0         R         3,55.0         R         3,55.0         R         3,55.0         R         3,	m a a a a a a a				< 4	x		328.37	A CONTRACTOR OF A CONTRACTOR	6 R	27.	
Cleaned Assistant, first 2, weight	R         2.435.57         R         9.735.56         R         1.143.90         R         2.54.21         R           Red         2.495.56         R         4.555.55         R         4.555.56         R         1.143.90         R         2.54.21         R           Hied         R         2.495.56         R         1.143.90         R         2.54.21         R           Pretrix         R         2.645.56         R         1.143.90         R         2.54.21         R           Owners         R         5.65.270         R         9.955.66         R         1.143.90         R         2.54.2         R           Operation         R         5.65.270         R         9.955.66         R         1.143.90         R         2.54.2         R           Operation         R         5.65.20         R         9.955.66         R         1.143.90         R         2.54.2         R           Operation         R         6.213.53         R         9.95.56         R         1.143.90         R         2.54.2         R           Operation         R         6.131.51         R         1.143.90         R         2.54.2         R <tr< td=""><td>~ ~ ~ ~ ~ ~ ~ ~ ~</td><td></td><td></td><td></td><td>8</td><td>e 0</td><td></td><td></td><td></td><td>8 8</td><td>24.</td></tr<>	~ ~ ~ ~ ~ ~ ~ ~ ~				8	e 0				8 8	24.	
Interest structure         2	S         Amount of the state of the s	<u>a</u> a a a a				Address And states	: a			Contract and the second second	8 8	24.	
Interdesser         Image: Sec: 10 in the sec: 10 in the sec: 10 in the sec: 10 in the sec 1 in the sec	Access of the qualified         R         -Coress of -Cores of R         R         -Coress of -Cores         R         -Cores         R         -Core         R         -Cores         R         -Cores         R         -Core         R <td><u>a</u> a a a</td> <td></td> <td></td> <td></td> <td></td> <td>. 0</td> <td></td> <td>135.26</td> <td>Weild Company and Contractor</td> <td>8 R</td> <td>24.7</td>	<u>a</u> a a a					. 0		135.26	Weild Company and Contractor	8 R	24.7	
Indicators         Control         N         Sector		ααα			and anyther Monthlyness		4		143.11		8 B	24.7	
Nintersers         Construit         Solidation         Solidati	-effer 5 years         R         -5452.08         R         4.956.68         R         1.143.90         R         5.542         R           -effer 10 years         R         5.956.88         R         4.956.68         R         1.143.90         R         2.542.4         R         2.542.4         R         2.542.68         R         1.143.90         R         2.542.4         R         2.542.68         R         1.143.90         R         2.542.0         R         2.542.68         R         1.143.90         R         2.540.0         R <td< td=""><td>25.42 R 148.00 R 25.47 R 148.00 B</td><td>73.62 77.29</td><td></td><td>And the second se</td><td></td><td>× 0</td><td></td><td>149.97</td><td></td><td>8 8</td><td>24.</td></td<>	25.42 R 148.00 R 25.47 R 148.00 B	73.62 77.29		And the second se		× 0		149.97		8 8	24.	
Hundresser-ConfidedInter 10 years         n         Currants         N	$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	25.42 R 168 00 B	77.29		73.62	8	< 0		2/4.98	(many second sec	8 8	24.	
Ideatesti         Lossing         A	R         1.667.70         R         3.82.53         R         A.           R         3.315.33         R         755.06         R         1           R         5.315.33         R         755.06         R         1           R         5.315.33         R         755.06         R         1           R         5.315.33         R         765.06         R         1           R         5.660.56         R         7.773.91         R         382.25         R         7           R         9.257.13         R         7.650.91         R         1.771.41         R         7         7         1.759.91         R         7         7         1.751.41         R         7         7         1.753.91         R         7         7         1.753.91         R         7         7         1.753.91         R         1.773.91         R         7         7         1.753.91         R         7         7         1.753.91         R			77.29 R	77.29	R	: 2		0/ 722	and the second se	8	24.7	
Residention         R         34373         R         34350         R         34450         R         1         R	R         3.315.33         R         755.06         R           R         5.111.43         R         1.179.50         R           R         5.111.43         R         1.179.50         R           R         3.660.58         R         7.657.19         R         382.56         R           R         3.660.58         R         7.657.19         R         382.56         R         1.179.50         R           R         3.650.58         R         7.457.39         R         7.457.36         R         1.778.50         R         1.7778.50         R         1.778.50	25.42 R 148.00 R		80.96 R	80.96	R	R		21.000	Contract Contraction	04 1	24.	
Instruction	R         3.660.38         R         5.411.3         R         1.732.50         R           R         3.660.38         R         7.659.39         R         1.721.41         R           R         3.660.38         R         7.659.39         R         1.721.41         R           R         3.650.38         R         7.659.39         R         1.773.50         R           R         3.650.38         R         7.659.39         R         1.773.41         R           R         3.650.58         R         7.553.39         R         1.773.41         R           R         9.257.14         R         2.455.36         R         2.145.40         R           R         8.60.56         R         2.145.40         R         1.143.90         R           R         8.00.13         R         2.956.56         R         1.143.90         R           R         8.00.13         R         4.956.56         R         1.143.90         R           R         8.00.13         R         4.956.56         R         1.473.23         R           State         R         8.00.13         R         4.956.56         R	17 COL 0 148 CU R	-	- R	-	ч.	And and a second se		1	and the space of	2 0	24.7	
R         3.660.5         R         3.660.5         R         1.721.41         R         82.51         R         91.50         R         7.75         R         7.15         R<	R         3.560.26         R         7.457.39         R         1.721.41         R           R         2.457.70         R         382.55         R         382.55         R           R         2.457.70         R         382.55         R         382.55         R           R         2.457.70         R         7.473.40         R         785.56         R           R         2.456.75         R         7.474.36         R         1.714.41         R           R         2.557.16         R         2.557.15         R         2.143.20         R           R         7.356.10         R         2.555.56         R         1.143.90         R           R         8.101.74         R         2.355.56         R         1.143.90         R           R         8.101.74         R         4.556.66         R         1.143.90         R           R         8.101.74         R         4.556.66         R         1.143.90         R           R         8.101.74         R         4.556.66         R         1.143.90         R           State         R         8.100.74         R         4.556.66         R <t< td=""><td>A 00.044 1 00.44</td><td>-</td><td>-†</td><td></td><td>8</td><td>æ</td><td>R</td><td></td><td></td><td></td><td>200</td></t<>	A 00.044 1 00.44	-	-†		8	æ	R				200	
Noncontribution         R         Vulnerity: - module (level 3 & 1)         R         Vision         R         Vision <td>R         J.657.70         R         382.55         R           R         2.457.70         R         382.55         R           R         2.413.41         R         7.650.61         R         7.650.61         R           R         2.413.41         R         7.650.56         R         7.450.39         R         1.772.41         R           R         9.257.15         R         7.459.39         R         1.432.60         R           R         9.256.10         R         7.556.16         R         2.435.30         R           R         8.101.74         R         9.566.66         R         1.433.60         R           R         8.101.34         R         8.101.34         R         1.433.60         R           Method         R         8.101.34         R         9.566.56         R         1.433.00         R           Steade         R         8.002.64         R         6.665.51         R         1.432.00         R           R         8.101.74         R         9.665.56         R         6.665.51         R         1.432.00         R           Steade         R         6.665.56         R</td> <td>38.75 D 1/2 00 D</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>10.04</td>	R         J.657.70         R         382.55         R           R         2.457.70         R         382.55         R           R         2.413.41         R         7.650.61         R         7.650.61         R           R         2.413.41         R         7.650.56         R         7.450.39         R         1.772.41         R           R         9.257.15         R         7.459.39         R         1.432.60         R           R         9.256.10         R         7.556.16         R         2.435.30         R           R         8.101.74         R         9.566.66         R         1.433.60         R           R         8.101.34         R         8.101.34         R         1.433.60         R           Method         R         8.101.34         R         9.566.56         R         1.433.00         R           Steade         R         8.002.64         R         6.665.51         R         1.432.00         R           R         8.101.74         R         9.665.56         R         6.665.51         R         1.432.00         R           Steade         R         6.665.56         R	38.75 D 1/2 00 D										10.04	
Internet         R         Automic all         R	R         343.43         R         765.06         R         7700         R           R         3660.58         R         3.11.15         R         1.17.04         R         7700         R           R         3.660.58         R         3.11.15         R         1.17.14.1         R         7700         R           R         3.660.58         R         2.257.15         R         2.751.45         R         774.34         R	8 20 D 110 00 D	AC.14				æ		219.63			10.62	
Controlling & Control (Control (Contro)))	R         3.660.56         R         3.747.95         R         1.779.50         R           R         3.660.56         R         3.470.45         R         1.779.50         R           R         9.257.15         R         2.737.15         R         2.737.16         R         2.332.86         R           R         7.356.10         R         9.566.16         R         9.566.66         R         1.143.90         R           R         7.335.31         R         9.566.66         R         1.143.90         R           R         8.101.31         R         9.566.66         R         1.143.90         R           B         6.055.61         R         9.566.56         R         1.143.90         R           C         6.655.56         R         6.965.56         R         0.657.26         R         5.127.22         R           Stream         R         6.655.86         R         0.657.26         R         1.477.228         R	17.00 0 145.00 0	And a second second second		Announcement and the Annual State	2					2 0		
Normalize         Filterial         R         2/3/2/12	R         3.660.28         R         7.450.39         R         1.721.41         R           R         2.257.13         R         2.257.13         R         2.136.26         R           R         7.365.01         R         2.495.66         R         1.143.90         R           R         7.355.31         F         1.945.66         R         1.143.90         R           R         7.735.31         F         1.95.66         R         1.143.90         R           R         6.305.54         F         0.95.55         R         1.143.30         R           R         6.305.54         F         0.95.55         R         1.143.30         R           Stream         R         6.305.54         R         1.143.30         R           A         9.56.53.30         F         9.95.56         R         1.173.23         R           Stream         R         6.533.00         F         9.95.56         R         1.177.23.2         R	26.21 8 128.00 0	a support of the second s		*, *,	8	æ	æ	ţ.	WHEN DO NOT THE OWNER	. 0	124	
Manager         Filterser         R         9.2/51 (s)         8.7/3 (	R         9,257,15         R         2,357,15         R         2,138,28         R           after 5 years         R         7,738,39         R         7,143,30         R         1,143,30         R           after 10 years         R         7,738,31         R         7,578,56         R         1,143,30         R           after 10 years         R         8,00,174         K         3,56,66         R         1,143,30         R           Establishment)         R         6,505,54         R         4,56,56         R         1,143,50         R           R         6,505,54         R         6,505,54         R         1,143,50         R           R         6,505,54         R         6,505,54         R         1,43,20         R           R         6,538,50         R         6,538,50         R         1,42,223         R           R         6,538,50         P         5,528,54         R         1,42,223         R           R         6,538,50         P         5,528,54         R         1,42,323         R	38.25 R 148.00 R				R	R	-	1	a national state of the state o	8 9		
Mininger         Historic feats         R         7,33,51         R         9,56,6         R         9,57,6         R         1,003         R         0,05,6         R         1,43,90         R         2,57,6         R         1,003         R         0,05,6         R         1,43,90         R         2,57,6         R         1,003         R         0,05,6         R         1,43,90         R         2,57,6         R         4,13,9         R         4,13,9         R         2,57,6         R         2,57,6         R         4,13,9         R         4,13,9 <td>after 5 Years R 7.7356.10 R 9566.6 R 1,143.90 R after 5 Years R 7.7339.1 P 956.06 R 1,143.90 R after 10 Years R 1.7339.1 P 956.06 R 1,143.90 R 1.433.90 R 1.5430.06 R 1.433.90 R 1.5430.06 /td> <td>47.47 R 148.00 R</td> <td></td> <td></td> <td></td> <td>1 Manual 1 mm m</td> <td>2</td> <td>haven</td> <td>f</td> <td>and a subscription</td> <td>8 0</td> <td>1272</td>	after 5 Years R 7.7356.10 R 9566.6 R 1,143.90 R after 5 Years R 7.7339.1 P 956.06 R 1,143.90 R after 10 Years R 1.7339.1 P 956.06 R 1,143.90 R 1.433.90 R 1.5430.06 R 1.433.90 R 1.5430.06	47.47 R 148.00 R				1 Manual 1 mm m	2	haven	f	and a subscription	8 0	1272	
Humage:         Officiality feature         R         7.73         F         7.93	R         7/3339         e         1.956.56         R         1.143.50         R           R         8.101.74         H         -3.566.64         R         1.443.90         R           R         6566.56         R         0.69%.51         R         1.443.90         R           R         6536.56         R         1.69%.51         R         1.612.32         R           R         6538.30         R         1.63%.51         R         1.432.32         R           R         6538.30         R         1.432.32         R         1.432.32         R	25,42 R 148.C0 B		176.30		-	В				8	26.25	
Minister         Constraint         R         8.01/13         R         9.056 /s ls         7.143 /s ls         7.852 /s ls         7.002 /s ls         R         64.01 /s ls         64	R         8.101.74         R         4.356.6s         R         1.143.90         R           R         6.966.54         R         0.075.15         R         1.432.90         R           R         6.966.54         R         0.452.95         R         1.432.30         R           R         6.966.54         R         0.455.35         R         1.432.32         R           R         6.538.03         R         6.455.53         R         1.472.32         R	25.42 R 148.00 R		100.04	e III Australia	X	R			The second se	8	24	
Ammanger         Only (frainfulcesing)         R         6.565.5         5         0.567.5         R         1.460.0         R         2.524         R         1.053.5         R         4.053.1         R         4.053	R         6,966,56         8         0,4%,51         8         1,612,29         8           R         6,380,03         5         6,4%,053         R         1,472,32         R           R         6,533,80         P         5,33-30         R         1,472,32         R	25.42 R 148.00 R	105 201	1 40'00T		*	æ				8 8	7. 4.6	
Ammales         Out         R         G3300         5         c+e0:03         R         20.45         R	R         6,380.03         5         1,426.03         R         1,472.32         R           R         6,633.80         P         5,92°.80         R         1,530.83         R	35.83 R 148.00 P	50 U0		Webbourn austance	8	R				8	12.00	
Antiliate:         Only (field) (field) (field) (field) (field)         R         6,50,30         R         6,30,30         R         6,30,30         R         6,30,30         R         6,30,30         R         6,30,30         R         6,30,30         R         9,30,30         R         3,31,10         <	R 6,633.80 P 5 032 80 R 1,530.89 R 34.02 R	32.72 R 148.00 R		30.83 K			R	_			8 8	202	
Advector         Image: Second method         R = 0.530 (s)         R = 0.592 (s)         R = 0.			:	1 10 20		and the state of the state	R		382.80			51	
Item contrain         R         3,375/5         7         9,575/5         7         9,455/5         7         9,455/5         7         1,443.00         R         3,002         R         4,002         R         4,002         R         4,002         R         4,002         R         4,000         R         4,002         R         4,002         R         4,002         R         4,002         R         4,000         R         3,075         8         3,075         8         3,075         8         3,075         8         3,075         8         1,443.00         R         3,002         R         4,002         R         3,075         R <td>5,550.02 A 35,52 R 1,603.86 R 35,54 R</td> <td></td> <td></td> <td></td> <td>The Succession</td> <td></td> <td>æ</td> <td></td> <td>398.03</td> <td></td> <td></td> <td>33.1</td>	5,550.02 A 35,52 R 1,603.86 R 35,54 R				The Succession		æ		398.03			33.1	
Final ethnician         Counted         R         3.2435         R         1.443.90         R         2.542         R         4.223         R         4.223         R         4.223         R         4.223         R         1.233         R         1.843.54         R         1.843.56         R         1.443.90         R         2.542         R         4.223         R         4.223         R         4.203         R         2.273         R         2	R 375564 7 0.55556 R 1,143.90 R 25.42 R	R 143.00		CIVIC LEAD	-		R		417.00			34	
R         3.78831         3         1.943.56         R         1.443.90         R         2.54.2         R         9.2.2         R         9.2.2         R         1.943.65         R         2.438           Massage Therapist         R         3.786.01         R         9.955 fs         R         1.443.90         R         2.54.2         R         49.25         R         9.2.2         R         9.2.3         R         2.473         R	R. 3,24755 % a 356.86 R 1,143.90 R 25,42	R 148.00		0 2074			ж К	189.34 R	189.34	-	8 R	24.7/	
All         All <td>R 3,788.81 3 3,952.85 R 1,143.90 R 25,42</td> <td>R 148.00</td> <td></td> <td>0 JUNE 0</td> <td>**</td> <td>×</td> <td>8</td> <td>194.85 R</td> <td>194.85</td> <td>*</td> <td>4 8</td> <td>24</td>	R 3,788.81 3 3,952.85 R 1,143.90 R 25,42	R 148.00		0 JUNE 0	**	×	8	194.85 R	194.85	*	4 8	24	
Operation         R         4,325.05         R         1,470.05         R         1,440.05         R         1,440.05         R         1,440.05         R         2,440.15         R         440.25         R         2,440.15         1,440.20         R         2,440.15	8 3,578.07 × 3 555 % R 1,143.90 R 25.42 R	×				*	8		227.33		8	24.7	
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	And the second s	and a superior of the superior	S CTOC	38.25 K	And the second second	analysis in the property and	æ	268.74 R	268.74	K	8 8	24.7	

Pension from and Constitution of Constitution of Council Residence of Constitution of Constitut	Puer - 2023 Weekly Rate   Rate - 45h/Per		1	Reg pre Hov17 - R	* BC Fee ER - Salon Reg after Nov17 -		2023 National	2023 National	2023 National SPF	2023 National SPE
R 4,632.06   R	n (n 1997 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164 - 164	Fee	1.3% on Contributing Wage		1.3% of Contributing 1.3% of Contributing Wage		Pension Fund (ER) - Contributing Wage	Pension Fund (EE) - Contributing Wage	Employer based on Minimum Wage	
	86 R 1,143.90 R	R 148.00	61.00	سسال	61,00	R 61.00	-	8 281 52	- States	and the second se
R 4,847.22 R	R 1.143.90 R	25.42 R 148.00	R 63.01 F	R 63.01 R	63.01		R 290.83	R 290.83		
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R 4,956.86 R	R 1,143.90 R	25.42 R 148.00 R	64.44	R 64.44 R	64.44	R 64.44	R 297.41			
ent R 6,236.10 R	6,236.10 R 1,439.11 R	31.98 R 148.00	R 81.07	81.07	81.07	R 81.07	8 27A 17		-	
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1 94/5/8/7 N	×	R 148.00	37.44		37.44	R 37.44	R 172.78	æ	R	
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a 170071 a										-
tylist - doine only one of the followine: Braidine.	N ACCAT'T V COMEE'	00.861 N 74.07	K 23.12	R 23.12 R	23,12	R 23.12	R 106.70	R 106.70	R 24.78	R 24.7E
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Aly one of the following: Braiding,		=	24.67 1	X 75.62 X	25.42	R 25.42	R 117.34	R 117.34	R 24.78	R 24.75
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vith Staff) R 6.059.09 R	5.050.04 R 1 308.26 B	21.07	17-57 0	K 77.67 X	K 24.27	R 24.27	R 112.02	R 112.02	в	R 24.78
	D7-DCc/r	Inte		A DESCRIPTION OF THE OWNER AND						
An employee who	substitutes for any permanent employee who is suck or on leave	ords on on leave								
Remuneration / B:	ges shall be calculated at the pre-	cribed HOURLY rate fo	st that cateoroo of or	alouenae						
An employee who works 1 or 2 or 3 or 4 days per week. Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURIY rate for that calcegory of employment. Sociand the Current the net calculated as the prescribed HOURIY rate for that calcegory of the Full Three position for that job Category will apply. However, who who calculated as about from the Employment with the calculated as the prescribed HOURIX rate of the Full Three position for that job Category will apply.	works 1 or 2 or 3 or 4 days per week tsic Salary / Wages shall be calculated at the pres i not ecceve the lower calculated salary from the doduction will be one calculated salary from the	cribed HOURLY rate fo Employer (Salon owne	or that category of en erf, then the salary of	programment ployment the Full Time positio	in for thist Job Cate	gory wải appiv.				
WORKING ENRICES Contributions for a Workburg Structure of a standard and and the full amount of days worked and not the full amount of days worked.	a Working Employer (Work Code 2088) a solution for CBC for a toward	ower annount for the	actual amount of day	s worked and not the	e full amount of da	ys worked.				-
		NUP(T) ICO II JUS IN LS	/TTT Åjer							
	Pension Fund Contributions to be paild by all Employees will be 6% of the Basic Saiary of the Employee. Contributions payable by all Employees will be 6% of the Basic Salary of the Employee.	of the Basic Seiary of th	he Employee. Contri-	butions payable by al	I Employers will be	6% of the Basic Sal	ary of the Employee			
DAILY RATE CALCULATION Basic Salary / Wage clivided by 4.3333 divided by 4.5 = HOURLY Rate multiply by hours worked on the day	3333 divided by 45 = HOURLY Rate	e multiply by hours wo	wked on the day					10 × 10 × 10 × 10 × 10 × 10 × 10 × 10 ×		
COMMISSION EARNERS ALL Stylist will be paid 40% commission NO STOCK DEDUCTIONS ARE ALLOWE	Ali Siylust will be paid 40% commission NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTABLE	FEES SHALL BE DEDUIT	TARIF							
BC = Barpaining Council				And and a second s						
ABBREVIATION DESCRIPTIONS EE = Employee										
SBF = Sick Benefit Fund Stots + Curb Dov. Evol										
LEARNERS										
	4 D T 11 1									
UNION FEE / AGENCY FEE	Union Members: Union: Fee equates to R 148.00 per month per rhember, For members who join UASA after the age of 60, Hie Union fee equaces to R 121.00 per month per member (Excluding the funeral tensitir)	embur. For membars v	who join UASA after t	he age of 60, the Uni	on fee equates to	R 121.00 per mont	ı per member (Excl	udıng the funeral be	enefit)	and a second
Nan-Urion Members; Non-Urion	ibers: Non-Union members paios an Acentrol fre file Union membershin faar anneeden o and en een anneeden a									

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No part	· .

REMUNERATIONBASIC SALARYWAGE AND CONTRIBUTION SCHEDULE FOR DIVISION 106 BEING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE

**ANNEXURE "H6"** 

A TRANSPORTED IN THE PARTY PARTY IN THE PARTY PARTY IN THE PARTY PARTY IN THE PARTY																		
Work Code	Work Code Description	Jun 202 Contribut Persion Court	Jun 2023. Salary - Jun 2023. Salary - Contribution Wage - Persion Fund and Council Faes	1-41-2023 1-41-2023 Wimburnt Weign - Lot 599 Celt avily	2025 Weekly Rath	2023 Hourdy Rate - 455/Par week	fee think was a second and the secon	* EC fee ES - Saion Reg Pae Hord 7 - L3 M on Contribucing Wage	* BCFee EE. Salott Reg pre Nou27 - 1.3% on Contributing Wage	* BCFee ER - Salon Reg after Nov17 - 1.3% of Contriftening Wage	<ul> <li>BC Free EE - Salon</li> <li>Reg after How17 -</li> <li>Li3% of Contributing</li> <li>Wage</li> </ul>	n 2023 Antional Petralon Fund (287) - ng Contributing Wage	el 20231 (4) - Persion : age Contribu	2023 National 2023 National Pension Purd (EE) - Em Contributing Wage	2023 National SPF Employer based on 1 Minimum Wage	2025 ຄົນນີ້ດາມໄ SPF ໂຕກຸດິດຈູສະດີ ດາ	SRF Employer - No Row Members from 02/03/2021	No SBF Employee - Ne New Members 23 from 01/01/2021
3089 Aesthetic Therapist	herapist	æ	7,822.23 R	\$ 7,922.23	R 1,805.14	R 40.11	R 148.00 R	101.69	R 101.69	R 101.69	R 101.69	æ	469.33 R	469.33 R	2011	00 20.11		
2000 Barber - starting 1 month	nting I month	R	3,247.55 8	\$ 4,956,86	R 1,143.90	R 25.42	R 148.00	42.23	CC CF	R 42.22	8	a	-from	raf se			~	00 R
2002 Barber - Trainee	йлее	R	3,556.84 R		R 1,143,90	nan na shi kilar	a .	whether a reserve that	45.24		8	: 0				And And And And And	R	
2004 Barber - Junior	hior	œ	4,175.42 8	3 4,556.86	R 1.143.90			36 25	oc va d	warren an	a	: 0	~~~~					800 8
2006 Barber - Senior	nior	R	5.668.90 8		R 1 3/08/22		00.911 g	07 CA		A der reservation	- 0		-+	A SCUC			R 190.00	00 R
3036 Beauty Tec	3036 Beauty Technologist - Unqualified		2 977 54 8		1142 00	THE REAL PROPERTY AND INCOME.	: 0	N/10/	D/-C/	Statement of the second second		× 1				And and an international second	R 252.00	00 R
3034 Beauty Tec	3034 Beauty Technologist - Qualified		4 000 00 0		00 64 5 5		<b>1</b>	66.15	and the second second second		×	R		175.36 R		R 24.78		
2030 Reader over	2030 Basebu sue Chinese Thereade - ( Jamie 1986)				N 1,145.90		R 148.00 R	a she she wanted	64.44		8	8	297.41 R	297.41 R	24.78	R 24.78		
2014 Beauty and	2014 Beauty and Skinere Theranict	2	1 02.0054		R 3,145,90		R 148.00 R	WARN'S shadoore	64.44	R	8	-	297.41 R	297.41 R	24.78	R 24.78	A THE OWNER AND A THE OWNER AND A THE OWNER AND A	
the Amazon STOC		×	1,282.52 R		R 1,680.59	and the second se	37.35 R 148.00 R		- N. S. SA		æ		436.95 R	436.95 R	36.41 R	R 36.41	And the second s	
Must Salon Assistant		R		1	1,143.90	8	25.42 R 148.00 R	depend for the loss of	50.54		В		233.24 R	233.24 R	24.78	R 24.78	AND A REPORT OF A REPORT OF	
4015 Drybar Worker	rker	8	4,567.88 3		1,143.90	×	25.42 R 148.00 R	R 59,38   R	59.38	R 59.38	æ	59.38 R 274	274.07 R	274.07 R	24.78 R	a	water with a stream frame	
2010 General Assistant	sistant	8	3,979.02 R		1,143.90	R	25.42 R 148.00 R	R 51.73 R	R 51.73 R	R 51.73	R 51.73	В	238.74 R	238.74 R	24.78 R		6	4
2018 Hairdresser - No trade test	r - No trade test	R	4,955.86 R	1	1,143.90	R 25.42 R	R 148.00 R	R 64,44 R	64.44	R 64.44	R 64.44	K	297.41 R	297.41 R	24.78 R	100 cm		H DO BOT
2020 Hairdresse	2020 Hairdresser - 1st year after qualified	, R	5,644.38 R	K 5,643.38 R	1,302.56	R 28.95 i R			R 73.38 <sup>i</sup> R	: R 73.38	æ	73.38 R 338	338.66 R	338.66 8		1 5	×	190.00 R
2022 Hairdresser - Qualified	r - Qualified	В	3,023.78 R	R 8,023,78 R	1,851.66	R 41.15	œ	R 104,31 R		R 104.31	8	104.31 R 481	481.43 R	481.43 R			×	Z52.00 R
2028 Hairdress	2028 Hairdressing Assistant - Entrance (special needs)	R	3,263.02 R	R 4,956.86 R	1,143.90	R 25.42 R	R 148.00 R			R 42.42	R			195.78 B			2	252.00 R
2030 Hairdressi	2030 Hairdressing Assistant - Skilled (special needs)	8	3,682.10 1	4,955	35 R 1,143.90	R 25.42 R		47.87	R 47.87	R 47.87	R	t a future of a	220.93 R	3 PD 000	24.46	-	×	190.00 R
2046 LEARNER - Entry Level	- Entry Level		1999 A	R 1,657.7	382.55	ď		with a show			- merica		4	a	and and a second second second	-	8	190.00 R
2048 LEARNER Level 2	- Level 2			R 3.335,23 R	765.06	R	R 148.00 R		······		and have a state of the same	1			and and a	With disk and date	æ	150.00 R
2050 LEARNER - Level 3	- Level 3			R 5,112,13 R	1,179.50	æ	R 148.00 R	and the second s				8	4	1~	and the second second	AT A CUMAN	8	150.00 R
2052 LEARNER - Level 4	- Level 4	œ	3,980.73	R 7,459,39 R	1,721.41	00	8 148 00 B	51 75	26.62	R 51.75		: 0	1 :		-		8	150.00 R
4000 STUDENTS - Entry Level	5- Entry Level		der were	R 1.657.701 R	38.7.55	4	0,00,00,00,00,00		10/170 ····································					4			e.	150.00 R
4001 STUDENTS	4001 STUDENTS - Module 2 (Level 1 & 2)	in the second se			700 700	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-							- <del>-</del>			R	æ	150.00 R
4002 STUDENT	4002 STUDENTS - Module 4 (Level 3 & 4)	-			1 4		N 00.041 N 100.14				*	8	3	<b>a:</b>		8	n4	153,00 R
4003 STUDENT	4003 STUDENTS - Module 6 [Level 5 & 5]	a	2 080 72 2				R 148.00 K			,			ан 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 11111	4		R	p¢	
2079 54-bantos Areles Terita	anterna parte de la compara br>El seglete de la compara de					1	K 148.00 R	1 4110					233.84 R	238.84 R	37.30	R 37.30	pr	153.00 8
PUTC Nation of the	e de la resta de la rest Nomestenes				2	of the second se	25.42 R 148.00 R		R 64.44 R			64.44 R 29	297.41 R	297.41 R	24.78	R 24.78		
Tenter Warner Book	19.11.0.1 Monometers and and a first a second and a second a s		11.050.1	K CONST. R	1			Are warmer	-	1	R		425.71 R	425.71 R	35.48	R 35.48		
Indented 2002			11,312,95	۲.		9			-	10 Yo	R 147.07	<i>c</i> .;	678.78 - R	678.78 R	56.56	R 56.56		150.00 B
ZUDU Manager - Mairdresser	- Hairdresser	œ:	9,555,92 P	9556		R 49.01 R	I R 148.00 R	R24.23 I R	- reference filters -			œ	573.36 R	573.36 R	47.78	R 47.78		
2054 Manager	2054 Manager - only [Hairdressing]	8	8,082.01	ł		The feature of	41.45 R 148.00 R	R 105.07 R	R 105.07 R			105.07 R 48	484.52 R	484.92 R	40.41	B	: c] 0	
agessaivi oouc	Juon Massage Treatist - entry level	ac :	3,578,07	R 1.25455 R	\$5 R 1,143.90 R	2	25.42 R 148.00 R	R 46.51 R					214.68 R	214.68 R	ţ			* 00
SUB/ Massage Therapist	therapist	8	4,970.51	R 4.270.92 R	- 1	And and a second second	25.49 R 148.00 R	:				:	298.23 R	298.23 R				
3040 Nail tech	3040 Nail technician - Ungualified	R	4,401.35	22	56 8 1.143.90 R	1.	25.42 R 148.00 R			of last	57.22 8 57.	57.22 R 26	264.03 R	264.08 R	24.78 8			
3084 Nail Tech	3084 Mail Technician - Certified	8	4,533.41	P. 4.906.86 R	SE R 1,143.90 R	Amondo 1.4 m	25.42 R 148.00 R					-	272,00 R	272.00 ' R	1	ļ		
3038 Natl tech	3038 Nati technician - Qualified	R	7,095.17 R		1/ R. 1,637.35 R		36.39 R 148.00 R	R 92.24 R	R 92.24	-00	92.24 R 92	-	425.71. R	425.71 R		i a		-
2068 Operator	to seaso descende the many or othermore a productive state of which end on the party of	8	5,469.72	P 5,755,78	72 R 1,262.25 8	-	28.05 R 148.00 R	R 71.11 R		8		71.11 8 32	328.18 R	328.28   R			1	
3042 Reception	3042 Receptionist - Beauty Establishment	4	7,029,10	7,029.10 18	10 R 1,622.11 R	100 1001	36.05 R 148.00 R			;	1		1.75 R	421.75 8	1		×	190.00 R
2080 Reception	2080 Receptionist - [Hairdressing] First year of experience	R	4.896.08	R 4255-56 R		1	25.42 R 148.00 R			R 63.65	pr.	œ	293.76 R	293.76 R			-	
											and the second s				,	4.5 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		150.00 R

	REMUNERATION/BASIC SALARY/WAGE AND CONTR	RYIWAGE AN	ID CONTRI	SUTION SCI-	EDULE FO	R DIVISIO	V 106 BEING	THE MAGIST	IBUTION SCHEDULE FOR DIVISION 106 BEING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE	RICTS OF CA	PE TOWN, W	YNBERG, SI	AONSTAD A	D BELVILL	ANNEXURE "H6"	JRE "H6
	EOHCB Subscriptions See Annexure C Bargaining Levyl See Annexure C	CB Subscriptions See Annexure C Bargaining Levy See Annexure C							<ul> <li>The second /li></ul>							
Work Cade	Work Only Description	Jun 2023 Salary - Cantribudion Wage - Pansion Fund alid Controli Rees	suu 2073 suu 2073 Mahimusu Waga- hu, 9PR Cale oode	2023 Weekly Pr		. 2023 Union fee		* BC Fee EE - Saion Reg pre Hov13 - 1.3% on Contributing Wage	to a second and a manual		2023 Rational Pension Fund (ER) - Contributing Wage	2023 Rational 2023 Rational Pension Fund (ER) - Pension Fund (ES) - Gombauling Wage	2025 Hational SEF 2023 National SeF 5 Employer based on Employer based on Minimem Wage 26	2023 National SeF Employee best d on Minimum Wage	2023 National Sef Strydoper-els Sef Engloyier- K. Engloyer elso d'on tee Rembers. Nate Alambers Bridianen Wage from 01/01/2023. (non 01/01/2021	SBF Employae - N New Members from 01/01,7282
2082 Reception	2082 Receptionist - Hairdressing salon	R 6,370.62 R	§ ]	5,370,52 R 1,470.15 R	5 R 32.67	7 R 148.00 R	R 82.82 R	R 82.82	R 82.82 R	R 82.82 R	R 382.24	R 382.24	R 31.85	R 31.85	c and the second	THE REPORT OF
3048 Somato	3048 Somatologist 3 Years	R 8,415.01 R	11 R 8,415,01 R	31 R 1,941.94 R		43.15 R 148.00 R	R 109.40 R	R 109,40 R	R 109.40 R	R 109.40 R	R 504,90	R 504.90	R 42.08		00.051 N	К 190.00
3052 Somato	3052 Somatologist B Tech - 4 years	R 9,255.56 R	6 R 9.255.56 R	56 R 2,135.92 R		47.46 R 1.48.00 R	R 120.32 R		R 120.32 R	R 120.32 R	R 555.33 R					
Specific 1000 Braiding	Specific Skilled Stylist - doing only one of the following: 1000 Braiding, Platting, Curting	R 1,592.48	R 4,95	5.85 R 1,143.90 R		25.42 R 148.00 R			R 20.70 R							
2089 Workin	2089 Working Employer (in Salon with Staff)	R 8,023.78 R	78 R 8,023.78 R	78 R 1,851.66 R	5 R 41.15	S						Photo Contraction Contraction	A 01.42 A	N.18		

NOTES	
CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sich or on leave Retruiteration / Basic Salary / Wages stall be calculated at the prescribed MOURLY rate for that celebory of endowneed
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 or 4 days per week. Remuneration of Basic stanty f wages stall be subulated at the prescribed MOURX rate for that category of employment S Stoud the Council for recorde the sected basics from the category of any of the Fail "The position for that bob Category will poly. If received, then the dotactions will be dataped accordingly to the lower anount for the account of datas wave and can some on draws mount of draws wave.
WORKING EMPLOYERS	Contributions for a Working Employee (Work Code 2009), is volution? for 5Ff from 1 January 2017
DIND FUND	Person Fund Contributions to be paid by all Employees will be 6% of the Banc Salary of the Employees. Contributions - Contributions - London
DAILY BATE CALCULATION	Basic Stary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours wooked on the day.
SICK BEREFIT FUND CONTRIBUTIONS	
EMPLOYEE CATEGORY	SOHEME "C"
ADULT DEPENDANT (each) R	
CHILD DEPENDANT (sach) R	I R 90.00
	BC = Barganing Council
	EE E Erployce
ASBREVIATION DESCRIPTIONS	ER a Employer
	SBF = sick Sterit Fund
	S⊐F ≤ Stck Paγ fund
LEARNERS	Learners to also include any apprentices
UNION FEE / AGENCY FEE	Union Members: Union fea quartes to R 148.00 per month per members. For mombers sho pon UAAA ther the age of 60, the Livion fea equates to R 121.00 per month per member (facturd ng the "sneed ponetin]
	Non-Umoc Members: Non-Unloss members page an Assers fee equal to the Usion memberckins feast universe a stat on an exercise a stat on an exercise as stat on an exercise as the second state of the

Approved: Chairperson: P Matjebe Date: 01 June 2023

Expension         Expension         Set network         <	ARY/WAGE AND CONTRIBUTION SCHEDULE IN DIVISION 107 BEING THE PROVINCE OF THE FREE STATE.	EE STATE.				
Experiment curvers         Experiment curvers         For curvers           Epic certabilities canding         For curvers           Total minimum charge         R           Total minimum charge         R           Total minimum charge         R           Statistic curvers         R         Statistic curvers         Not colspan="6"         Statistic curvers         Statistic curvers <th colspa="6" sta<="" th=""><th></th><th></th><th></th><th></th><th></th></th>	<th></th> <th></th> <th></th> <th></th> <th></th>					
Austabality Interference         Austaba						
R         2.22123         R         2.202.3         R         2.480.0         R         1.400.0         R         1.400.0 <th< th=""><th>* BC Fee EE - Salon Reg after Hov.17 - 1.3% of Coninfourlog Wage</th><th>2023 National Petriãon Fuad (ER) - Pet Contributing Waye</th><th>2023 National Pension Fund (EE) - Contributing Wage</th><th>2023 Mational SPF Employer based on Minimum Wage</th><th>2023 National SPF Entployee based on Minimum Wage</th></th<>	* BC Fee EE - Salon Reg after Hov.17 - 1.3% of Coninfourlog Wage	2023 National Petriãon Fuad (ER) - Pet Contributing Waye	2023 National Pension Fund (EE) - Contributing Wage	2023 Mational SPF Employer based on Minimum Wage	2023 National SPF Entployee based on Minimum Wage	
R         2.442.00         R         9.456.66         R         1.443.00         R         2.442.00         R         9.456.66         R         1.443.00         R         3.446.0         R         4.446.0	1.69 R 101.69 R	469.33	A60 33	2011	00	
R         5.447.00         R         4.450.01         R         3.443.00         R         3.443.00         R         3.443.00         R         3.443.00         R         3.443.00         R         3.443.00         R         3.443.01         R         3.443.01 </td <td>R 34,85</td> <td>160.86</td> <td>160.86</td> <td>R 24.78</td> <td>R 24.78</td>	R 34,85	160.86	160.86	R 24.78	R 24.78	
Multified         R $2,390,38$ R $4,390,36$ R $4,343,30$ R $2,342,3$ R $4,340,0$ R $7,349$ R $6,346$ R $1,34390$ R $5,346$ R $6,346$ R $1,34390$ R $5,342$ R $8,346$ R $7,349$ R $7,349$ R $7,349$ R $7,343$ R $7,343$ <t< td=""><td>8</td><td>206,82</td><td>206.82</td><td></td><td></td></t<>	8	206,82	206.82			
Image: constraint of the sector of	R	341.51	341.51		R 28,46	
R         3.385.6         R         4.565.86         R         1.443.90         R         354.7         R         4.130.0         R         4.134         R         1.134390         R         3.554.2         R         1.436.00         R         3.143.50         R         3.436.00         R	~	1	78.45	R 24.78		
R         3,557.01         R         3,100         R         3,100<	9.44 K 54.44 K	297.41	297.41			
R         2366.10         R         9.956.36         R         1.143.30         R         2.343.3         R         31.00         R         23.33         R         33.33         <	4	CV SHC	ATTAT			
Interfact         R         4,557,88         R         4,557,88         R         4,353,91         R         2,542,8         R         4,360,0         R         2,542,6         R         3,543,0         R         2,542,6         R         2,343,0         R         2,443,0         R	R 31.07	11 571	21 211	0 24.72 D	-	
R $1.732.56$ R $1.4950.66$ R $1.4439.0$ R $2.54.76$ R $3.53.36$ R $2.24.00$ R $2.24.00$ R $2.35.36$ R $2.34.36$	59.38	274.07	11.0410	07.47 8	D 27.12	
R         1.201.0         R         9.966.66         R         1.443.00         R         23.33         R         23.34         R         23.34         R         23.34         R         23.03         R          R	22.40	-	103 40	STAC G	0/*7 U	
R         1.560.31         R         1.495.66         R         1.443.90         R         2.54.2         R         2.40.36         R         R         2.	R 23.53	108.61	108.61	-		
R         3.366.64         R         3.443.9         R         3.443.0         <	4.18 R 24.18 R	111.62	111.62			
R         4,200.48         R         5,55.40         R         148.00         R         5,52.02         R         5,52.02         R         5,52.02         R         5,52.02         R         5,52.02         R         5,52.03         R         5,57.24         R         148.00         R         5,72.04         R         5,57.24         R         148.00         R         5,72.04         R         5,57.24         R         5,72.04         R	R 44.02	203.16	203.16			
R	52.02	240.10	240.10	R 24.78	R	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	54.63 R 54.63 R	252.15	252.15		R	
R         2,315,23         R         5,55,6         R         7,000         R         1,800         R         5,64,6         R         - </td <td>57.24</td> <td>254.19</td> <td>1 264.19</td> <td></td> <td>14</td>	57.24	254.19	1 264.19		14	
evel         R         2,400.66         R         2,11,13         R         1,179-30         R         1,480.00         R         2,64.09         R         2,64.09         R         2,64.00	- K	-			æ	
R         2,500.56         R         1,721.41         R         38.25         R         1,8000         R         36.49         R         36.49         R           R         2,400.56         R         3,450.73         R         336.55         R         1,8000         R         36.49         R         -         R           R         3,450.73         R         332.55         R         1,8000         R         36.49         R         -         R           R         2,400.56         R         7,500.56         R         1,173.50         R         36.49         R         -         R           R         5,900.23         K         1,713.41         R         38.25         R         1,480.00         R         77.64         R         -         R           R         5,900.23         K         1,714.390         R         2,54.2         R         1480.00         R         77.64		1			~	
R         1.647.10         R         332.55         R         3.4000         R         -         R         -         R           R         R         3.157.31         R         7.100         R         1.4000         R         -         R         -         R           R         2.900.56         R         7.113.51         R         3.55.46         R         1.4000         R         -         R         -         R           R         5.900.56         R         7.55.51         R         3.65.01         R         7.77.43         R         -         R         -         R         -         R         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R<	36.49 8 36.40 0	160 40 B	, 100 40	* 0	2	
R         3.312.31         R         3.31.31 <th< td=""><td>8</td><td>at the second</td><td></td><td>- 0</td><td>×</td></th<>	8	at the second		- 0	×	
R         2,300.66         R         1,173.50         R         3,62.3         R         -         R         R         -         R         R         R         R         R         R         R			-		R 16 50	
R         2.3900-50         R         7.450-36         R         7.450-36         R         7.450-36         R         7.76-9		-	-			
Rest         A         2700.55         K         -2500.56         K         1.143.90         K         554.7         1.860.6         K         77.45         K         75.62         K         1.143.30         K         55.42         R         1.460.0         K         76.82         R         36.32	R 36,45	168.40	168.40	R 37.30	æ	
R         6.200284         S         2.75.45         R         1.44390         R         2.54.4         R         1.46.00         R         3.0055         <	8 77.49	œ. c		8	series in structures	
R         6500.25         R         1,945.06         R         2,542         R         1,482.00         R         64.57         R         64.50         R         65.50         R         75.50         R         148.00         R         65.64         R         75.64         R         75.64 <t< td=""><td>20.01</td><td>N 10,000 0</td><td>1.10</td><td>K 24.78 R</td><td></td></t<>	20.01	N 10,000 0	1.10	K 24.78 R		
R         4.540.85         R         1.143.90         R         2.54.2         R         1.480.0         R         5.54.01         R         4.55.61         R         1.143.90         R         2.54.01         R         6.4.01         R         6.4.01 <td>84.52</td> <td></td> <td>0 200.00 0</td> <td></td> <td></td>	84.52		0 200.00 0			
R         4,358.65         R         1,143.90         R         55.42         R         1,480.00         R         64.20         R         64.21         R         64.21         R         64.21         R         64.21         R         64.21         R         64.21         R         64.22         R         1480.00         R         64.44	59.03 R 59.03 R	R 272.45	New York Contraction	2 4		
Res         5/95/68         R         0.3/95/63         R         1.4/43/90         R         2.5/41         R         64.44         R         64.36         R         74.34         R         75.45         R         148.00         R         24.42         R         24.43         R         24.44	64.20		-		a	
Rem 10 years         R         5.583 47         R         0.393 48         R         2.764 18         8.693 8         R         6693 8         R         6993 8         8         6993 8         8         6993 8         8         6993 8         8         6993 8         8         6993 8         8         6993 8         8         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7         6993 8         7 <th 7<="" t<="" td=""><td>64.44</td><td>297.41</td><td></td><td></td><td></td></th>	<td>64.44</td> <td>297.41</td> <td></td> <td></td> <td></td>	64.44	297.41			
R         2.092.00         K         4.455.66         R         1.443.96         R         3.454         R         3.66.1         R         2.64.2         R         2.64.2         R         2.64.2         R         2.64.2         R         2.64.2         R         2.64.2         R         2.64.3         R         2.64.3         R         2.64.3         R         2.64.3         R         2.71.9         R         2.71.6         R         2.71.6         R         2.71.6         R         2.70.6         <	69.98	323.01	And And	The second second		
R         2.00417         K        455-56         R         1.143-90         R         5.54.2         R         1.145-90         R         2.145-90         R         2.145-90         R         2.145-90         R         2.145-90         R         2.115-91         R	26.42	R 121.92 R	and delivery of	A COLOR - AND AND AND	R	
R         2.39653         f.         d/s56/60         R         1.443-90         R         2.542         R         31.15         R         31.15         R           R         2.461.50         R         2.443-90         R         2.542         R         340.00         R         341.5         R           R         2.461.50         R         2.453.00         R         3.450.00         R         2.200         R         2.201         R         2.202         R         2.202         R         2.202         R         2.202         R         2.203	27.19					
R         2.461.30         R         4.1463.30         R         1.1463.30         R         2.342.8         R         486.00         R         32.00	31.15	R 143.78 R	R 143.78	R 24.78	8	
R         4583-70         R         9,956-554         R         1,143-90         R         25,42         R         8,349         R         63,49         R         63,49         R         63,49         R         27,33         R         27,34         R         27,34 <t< td=""><td>32.00</td><td></td><td></td><td>B</td><td>R</td></t<>	32.00			B	R	
R 2.0105.77 R 2.305.66 R 1.1443.90 R 254.21 R 148.00 R 27.39 R 27.39 R 7 2005.68 2 3.055.56 R 1.1443.90 R 254.21 R 2005.68 2 2.055.56 R 2005.58 2 2.055.58 R 2005.58	8 63.49	R 293,03		В	R	
	27.35			R	æ	
	8 37.82	174,58	R 174.58	R 24.78	R 24.78	
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REMUNERATION/E	MASIC SALARYA	WAGE AN	ID CONTRI	RITIONS	o neurit e	IN DUVICIÓN	ND CONTRIBUTION SCHEDULE IN DURCION AND CONTRIBUTION					ANNEX	ANNEXURE "H7"
THE FREE STATE.				0 10100			N 10/ BEING	THE PROVIN	ICE OF THE	FREE STATI			
EOHCB Subscriptions See Ann Bargaintig Levy See Ann	EOHCB Subscriptions See Annexure C Bargaining Levvi See Annexure C		And the terms where the second se	Analysis and an analysis of a subsection of the	And the second s			And a second			anna ann an Aonaichte an Anna a Lifeire a' shaaraan ann a farlann ann an Aonaichte ann ann ann ann ann ann ann	a de la companya de l	
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Werk Code	Jun 2023 Salary - Contribution Jun 2023 Wage - Pension Minutrue Wage Fund and Council (or SAF Can only Fees	Phinits Car only Phinits Wasse-	2023 Weekly 2 Bate	- 45h/Per week	2023 Union Fee	* BC Fee ER - Salon Reg pre Nov37 - 1.3% en	* BC Fee EE - Salon Reg pre Nov17 - 1.3% on Contributing Wage		* BC Fee ED -Saion * BC Fee EF -Saion Reg after Nov.12 - Reg after Nov.12 - 1.3% of Contributing 1.3% of Contributing Wage Wage	2023 National Persion Fund (ER) - Contributing Wage	2023 National Pension Fund (EE)- Contributing Wage	2023 National Spf Employer based on Minfimum Wase	2023 National SPF Employee tasked on Minimum Kasare
3042 Receptionist - Beauty Establishment	18 3	4.956.86 R	1,143.90	25.42	a 1/2/00 8	00 LJ	No.						
2082 Receptionist - Hairdressing salon	R 3,543,30 R	4,956.86	1,143.90			27'50		æ	8	R 245.93	R 245.93	R 24.78	OT AC 8
ZU84 Receptionist - Hairdressing salon - after 5 years	1	4,956,86	1,143.90	25.42	R 148.00		46.06	~	*	×	æ	R	-
2086 Receptionist - Hairdressing salon - after 10 years	R 3,897,96 R		1,143.90	25.47	R 14800 0	10.34	48.37		æ	R 223.24	LK.	a	
JURE SQIIIALOOPIST S YEARS	- 1	4,956.85 R		25.42	R 148.00	AREE				æ	R	R	
3034 Somatologist B Tech - 4 years	R 4,082.78 R	4.956.86 R	1,143.90		R 148.00 P	00 63	A 48.55 R			œ	æ	8	
3034 Somatologist - 6 Tech Laser		4,956.86 R	1 1		25.42 R 148.00 R	56.96	33.05	×a	2	æ	×	œ.	
1014 Concilio statical Scriptical Scriptics	- 1		-		R 148.00 R	74 97	CONC			R	R.	8 24.78	Comment of the comments
4046 controlocated Stylist - atter 5 years	1	4,956.86 R			25.42 R 148.00 R		20.45			R	R	æ	and the second distance of the second distanc
AULTO SPECIFIC SAURED STYLIST - ATTER 10 YEARS	R 2,584.70 R	4,956.86 R			25.42 R 148.00 R	32 60 0	90.20	×	-	R 147.96	R	8	
Prectic Skilled Stylist - doing only one of the following: Braiding, 1000 [Platting, Cutting	a 90100 1	a der or					09.55	R 33,60 R	R 33,60	R 155.08	R 155.08	R	
Specific Skilled Stylist - doing only one of the following: Braiding,	-	1 00'00'0''	UC:447.00	K 25.42	R 148.00 R	13.68	R 18.68	R 18.68 R	R 18.68	R 86.22	R 86.22	R 24.78	97 70 B
Aurol Freeding, Luttung arter 5 years Specific Skilled Stylist - doing only one of the following: Braitine	R 1,508.97 R	4,956.36 R	R 1,143.90 R		25.42 R 148.00 R	19.62	R 19.62	R 19.62	R 19.67	8 GO CA	6		A DECEMBER OF
1004 Platting, Outling after 10 years	R 1,579.26 R	4.955.86 R	a 112 201 1	CF 30	140.00						terne u	к 24.78	R 24.78
2089  Working Employer (in Salan with Staff)				25.42	N 00.041	C 20.53 R	R 20.53	R 20.53	R 20.53	R 94.76	R 94.76	R 24.78	R 24.78
NOTES						The second se		And a second	And a second	Second		R 74.35	
CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave Remuneation / Basic Salary / Waacs shall be calculated at the oncorrector during or the order of the order of the	bstitutes for an Salary / Wage	ly permanent em sshali be calcula	ployee who is sid	ck or on leave								
	An employee who works I or 2 or 3 or 4 days per weak	rks Lor 2 or 3.	or 4 days per we	ck and a subscript	יוספת נורחמורו ני	ate tof that catego	ry of employment						
PART TIME EMPLOYEE	Remore Alon / Basic Salary / Wages shall be calculated at the prescribed HOURUY rate for that category of enployment Should the Council not receive the lower calculated salary from the Employer (Salan owner), then the salary of the Euß Time not thin Arisk to Arisecond	: Salary / Wage M receive the ic	is shall be calcula swar calculated (	ted at the prescr alary from the E	ribed HOURLY n mployer (Salon	ate for that catego owner}, then the s	ry of employment alary of the Fuß Tin	ile docition for that r		-			
WORKING EMPLOYERS	In 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.	orkine Familye	ar Mort Code 2	ardingly to the lo	wer amount for	the actual amoun	t of days worked ar	od not the full amou	nt of days worked.	- Aicti			
			7 2000 1 1 1 1 1 1	IPHIFICA O TIPOD	V 101 Jr.C. If DM 1	January 2017				Contra Constant and the second s			
DAILY RATE CRITCH ATTOM	Persion fund contributions to be paid by all fundicyses will be 6% of the basic Salary of the fundicyse. Cartributions canades he ali of moderneeses in a second	tuctions to be pa	sid by all Employ.	ses will be 6% of	the dasic Salan	r of the Employee,	Cuttributions nave	sound and she	a not the day of the				
	1845rt Salary / Wage divided by 4.3333 divided by 4S = HOURLY Rate multiply by hours worked on the day	livided by 4.33	33 d vided by 45	= HOURLY Rate n	nuttipity by hour	's worked on the d	Az.	and an entitled.	2 Mil 06 02 01 116 F	basic salary of the E	nployee		
COMMISSION EARNERS	Quentico naturessers / Stylists, Witch are employees and employed on or after 2010, whom will receive a minimum of 30% commi Cuelifier Hairdressers / Stylists, which are employees and employed or or to 2010, whom will	s / Stylists, whi s / Stylists, whi	ich are employes ch are employee	s and employed s and employed	on or after 201	0, whom will recen	rast utessers / Stylists, Which are employees and employeed on or after 2010, whom will receive a minimum of 30% commission Hairdressens / Stylists, which are employees and employeed more to 2010, whom will receive a minimum of 30% commission	76 commission					
	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOVALTY CARD FEES SHALL BE DEDICTARIE	INS ARE ALLOW	VED. VAT AND L	OVALTY CARD FL	EES SHALL BE D	EDITTARIE	י ריונוניוניות אשא כמי	mmission					
	BC = Bargaining Council rE = Employee	icit					The second se						
ABBREVIATION DESCRIPTIONS	ER - Employer												
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LEARNERS .	SULT SICK MAY FURD												
	reasonable to area abridge gub apprendices	Jeadde Aue abi	lices						and the second se				
UNION FEE / AGENCY FEE	thisin Merchers. Union Fee equotist to R.148.00 per month per member: Yeor members who joint U.S.S.A street the saw of 601 the theorem concernent of the con	on Fee equates	1 to R 148,00 per	month per mem.	ber. For memb	are solid found 110.04						A SURVEY AND A DESCRIPTION OF A	
						WOUND HING SHARES IN	. atter the age of 60	1 the Union Fac poil	00 00 121 0 vi var				

Approved: Chairperson: P Matjebe Date: 01 June 2023

or- Union Members. Non-Union: members: pays an Agency fee equal to the Union membership fees currently. R 148,00 per person per month but with no UASA bearefits.

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### GOVERNMENT GAZETTE, 24 NOVEMBER 2023

	DAWAG	KEMUNEKATION/BASIC SALARY/WAGE AND CON		e NUIIU	CHEDULE	N DIVISIC	JN 108 E	BEING 1	THE NORTI	H-WEST PRI	RIBUTION SCHEDULE IN DIVISION 108 BEING THE NORTH-WEST PROVINCE ( EXCLUDING RUSTENBURG, BRITS AND MANKWE)	XCLUDIN	IG RUST	ENBURG,	BRITS ANE	MANKW	÷	
EOHCB Subscriptions Bargaining Lewy		B Subscriptions See Annexure C Bargaining Levy See Annexure C		and and a second s		Approximation and an and a second sec	adaming and a state of a state of a		Marthi M. Strachov, communications			TA DO	<ul> <li>Antonio (La Sector) da la presida</li> <li>Antonio (La Sector) da la presida da la</li></ul>					
Basic establishment charge * Total minimum charge *	charge * charge *				27 July of a succession management of the	"11 Person stor prevent suggers	11111111111111111111111111111111111111	and a second sec		AFFECTER AFFECTER AND ADDRESS TOOL UPON	thinking a management of the st	the and sector field Webs defined	NAME & 47 A VIRGINIA		An and a second s			ara akang kang
Wash Cola Description	<u> </u>	Jun 2023 Səlary' - Contribution Mage - Pension Fujot and Council Fees	ECCX and of - ogeW		2023 Weaky Rate	2023 Hourfy Rate - 45h/Pur week	;	* BC 2023 Unitor Rey Fee Contr	* BC Fee ER - Salon Reg pre Nov(17 - 1.3% of Sunitibibing Mage	* B.C.Fee.E.KSalöu Reg"pre.R.Dull'- 3.3% of Costilisiting Winge	* BC Fea ER - Safon Reg after Nov17 - 1.3% of Countributing Wage	<ul> <li>* BC Fee EE - Salon</li> <li>* BC Fee EE - Salon</li> <li>Beg after New17 - 1.5% of</li> <li>1.5% of</li> <li>Contributing Wage</li> </ul>	Accessed and a substantion of the second seco	2023 National 2023 National Persion Fand (ER) - P. Contribiting Wagen	2023 Mational Pansion Punditich- Contributian Wage	ZÖZZ National SPF Zözz National SPF dinployer based on	The second	2023 National SPF Employee based on Milditums Wage
3089 Aesthetic Therapist 2002 Rather - Trainee	œ	7 822.23		7 822.23 R		×	40.11 R 1/	148.00 R	101.69	R 101.69	هدرجور برساط	8	- 1-	AG0 32		; ]		Second
2004 Barber - Junior	e æ	3 430.74 8		A 956,86 R	1143.90 R	8	ac   4					R	34.69 R	160.10 R		c ac	24.78 R	39.11
2006 Barber - Sentor	8		: 06			and the substitution of the local		148.00 R	44,60		~	æ				R .		24.78
3036 Beauty Technologist - Unqualified	æ		æ	4 956.86 R			:   œ		19 78 1	R 15.54	R 73.64	8	73.64 R					28.
3034 Beauty Technologist - Qualified	8		R				Re		64.44 R	a restaura	<b>-</b> 04	x a	19.78 R		R 91.29 R			24.78
2024 Beauty and Skincare Therapist - Unquained 3014 Beauty and Skincare Theranist	æ a	An owner our cardinal to			1 143.90 R		25.42 R 1	R 148.00 R			œ			A 14-762		and the second se		24.78
Salon Assistant		0 10 20 20 1		4 330.55 K	Phi And Parma		œ.				æ	~				8	70 10	24.78
4018 Drybar Worker	8	An Toku Manual	r 0	A 95.5 95 8	1 143.90 R	<b>e</b> c		148.00 R	- (	And the second		~	37.03 R			c   ec		24.78
2010 General Assistant	8	(m	. 85	4 956.85 R				148.00 R	59.38		R	~		274.07 R		. 04	24.78 8	24.75
2012 General Assistant after 5 years	8			4 956.86 c R	den de la competent	and a second second second second second	cία	148 OD 9	51.8U R		22	8	31.80 R	146.76 R		R		24.78
2014 General Assistant after 10 years	8			4 956-86 R		1000 111 / 1 / 1 / 1 / 1	£	****	34 96 R		x e	<b>x</b>		154.11 R			78 R	24,78
2022 Hairtresser - 1st year after qualified 2022 Hairtresser - Cusitian	8 1				1 143.90		1 m		64.44 R	R 64,44	R 64.44	2	54.35 K	161.37 R		a shanashadan a she	24.78 R	24.78
2024 Hairdrasser - Oualified , other K vesto	2 0	0 240.48	×		and the second	And the second second	æ		80.94 R		R	8		0 05 642	4 43 642 1	x c	/8 R	24.78
2026 Hairdresser - Oualified - after 10 vears			x	4 550,666 8	1 143.90		œ١	148.00 R	84.97		R	R		397 19 8			24.75 K	24,78
2046 LEARNER - Entry Level	The second se	a alternation	e œ	1 100'0CE 17	1143.90	8		148.00 R	89.04 R	R 89.04		R	89.04 8	410.97 R	-	c . 00		24.78
2048 LEARNER - Level 2	A THE REAL PROPERTY AND A DESCRIPTION OF		2	3 315.23 R		8	c a	148.00 R	transmission - conservation		8	8	۰ R			R	29 8	1 00
2050 (EARNER - Level 3	and an average		25	5 111.13 R	1					2 0	, ,	8	8	and a series of the second sec		- Investory of a	16.58 R	16
2024  LEAKINER LEVEl 4 AMA STHIDENTS - Entru ( anol	8	1 3 230.10	12	7 459.39 R	-		38.25 R 1		41.99	Call of Longerout	R 41.99		A1 00 1	102.01		R	25.56 R	25.56
4001 STUDENTS - Module 2 (Level 1 & 2)		in munices announcement annual of	×	2.657.70 R			8.50 R 1	148.00 R				R			173.01	× 0	37.30 R	37
4002 STUDENTS - Module 4 (Level 3 & 4)		management, generation of a con-	4	A 52.52.53			17.00 R 1	148.00 R		R , R	в.	8	- 8			and the state of the state	0.23 K	x) L
4003 STUDENTS - Module 6 (Level 5 & 6)		3 230.10	4.8				× la			A NUMBER OF STREET	к.	R	- R	<b>1</b>	R		75 55 B	10.05 75 55
3032 Manager - Beauty		-	i uc	5 936.87 R	1 1600.82 R	¢ _ @	25.57 B	148.00 R	41.99	~	R	R	41.99 R		193.81	8	37.30 R	27
2060 Manager - Hairdresser	R		4			, <b>e</b> c	: @	148.00 R	85 31 B	81.02 N	× a	1	90.18 R			R		34.68
Zuszi Manager - Hairdresser after 5 years	8		94		1 143.90	æ	25.42 R 1	148.00	89.58	Annaly a resident		•	85.31 R		R 393.75	8	24.78 R	24.78
2024) Manager - riar gresser arter Ju years 3030: Manager - Anhi (Bosuis) - Cochine	2	,	1	1 556.86   R	et	8	25.42 · 8 1	148.00 ; R	93.85 R	. 66	. e	5	02.00 H		-	œ, i	78 R	24.78
2054 Manaper - only (Deauty Establishinght)	N	-		2 556 86 R	el j		25.42 R 1	148.00 i R	. 1	2 :	R		FA AA P	19 202	433.15 N			22
2056 Manager - only (Hairdressing) after 5 years	a	00000	ເີລ	A DATING	r~1 t	8	29.90 R 3	148.00 R		R 75.79	R 75.79	at	75.79 8	349.80	1	;	20.45 5	20
2058 Manager - only (Hairdressing) after 10 years		:		9 07 CT 0	59716 T		31.40 R	148.00 R		,	~	;	79.59 R	367.33	ł	. a		
3040 Nail technician - Ungualified	<b>.</b>		40	1 27-77-1 P		⊻. (	αc i	148.00 R			~		83.37 B	384.77		¢`0	- ¥-	μ , μ
3084 Nail Technician - Certified	00		; ; ; ;;	1 0200 20		, 2	χļα	148.00 R	TRACE AND A DESCRIPTION OF	R 30.74 1	~		30.74 R	141.88	(	i ae	a 82 PC	90.7C
3038 Nall technician - Qualified	<u>م</u>	;		100 000 A		2 0	1 1 24.67	148.00 K	31.64		:		31.64 R	146.01	*****			24.70
3088 Massage Therapist - entry level	œ	:	8	4 25 ct. 38 R		8	e) ee	148.00 R	ł	and provide the second second	~	36.91 · R	36.91 R	170.35 R	R 170.35	.04	24.78 R	24.78
3087 Massage Therapist	8		æ	6 226.55 , A		:	( oc	diam.		1 00 22 U	: : :	1	32.00 R	147.71	,	æ		24.78
2007 Operator - Trainee	<b>.</b>	;	4.	A 536 36 R	1.1		æ	148.00 R	42.22 R	٤		No. PYY MAR AND ADDR	59.38 8	274.07	Andrew Marcel	8		24.78
	H		R	4 956 85 R			25.42 R 1	148.00 8	1	:	; ; a	*	H 77.74		;	в	24.78 R	24 78
2012 Uperator - after 10 years	L	-	æ	\$ 338.86 P	R 1143.90 R	-	1	148.00 R		84.35	- a	, z _ c	11C.9C			R 24	.78 R	24.78
zu/ucherator - atter 5 years		R 4726.11	*			A NAME AND A DESCRIPTION OF	×	148.00 · R		And in case of	c   a	<b>r</b> 0	14 CC 69		3	~		2
2075 Domator - Multi dellas - etas curren	ur î e	:	1 1	H 133 656 1	R 1143.90 R			148.00 R	64,44	R 54.44		- a	1 1 1 1 V V3	10,283.00	R 283.57	¥	24.78 R	24.78
	A second se	29.745.65	2				1 0.47.85	1.42 00 0						Th: 127	2	×	24.78 I R	r4

			MANUAL CONTRACTOR OF THE NORTH-WEST PROVINCE (EXCLUDING RUSTENBURG, BRITS AND MANKWE)						I SNIGATO	<b>KUS I ENBUR</b>	G, BRITS ANI	D MANKWE)	
EOHCB Subscriptions See Amerure C	See Annexure C		A second second second a second	And the second s						-	handaran yang banya kata kata kata kata kata kata kata ka		<sup>10</sup> B. GRAN Lagranging symposium Processing Systems of Systems Sys
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Waak Carla Description	kun Zizzis Satany- Constitution Wage- Pension Fund and -Conjicil Fees	iero 2023 Michquas Wage - for 594 Ode	2023 Weekiy Rote	2023 Hondy Rate - 45h/Per week	2025 Union Fae	* BC Fee ER - Salon Reg pre Nov17 - X354 of	* BC Fee EE - Salqan Reg pre Nów17 - 1.3%.of	* BC Fee Et - Saloa * BC Fée ER - Salon * BC fee EE - Saloa Reg pre Blord) - Reg after RN - Sig of * Reg after Nord? 1.5% of - 1,3% of		ZOZA Narioual Pension Fund (ER) -	2023 Narticonal Penalón fued (EE).	2029 National SPF Employer basied on	2023 Mational Spp Employees hased an
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3042, Receptionist - Beauty Establishment 2002 Barentionist - Usindron-to -star			1 143.90	~	R 148.00	62.01	R 62 01	R 75.47 R 57.04	~ -	æ		. 4111	R
- after 5 version	R 4 760.92 R		1 143.90	к	R 148.00	61.89	And and a subscription of the			×	8	10 Miles January 100	R 24.78
5	R 4933.26 H		-	R	R 148.00	R 64.39 R		R 64.39	. &	a 02.790 A		Contraction of the local division of the loc	R
	4 345.61		R 1143.90 R		R 148.00		R 64.44	æ		B	R 797.41 P		R 24.78
	R 4 607.35	4.956.85			1 00.841 N 24.02			R 56.49 R			8	R 74 70 0	
(c) Montage 1 and 1 a	4 956,86	4 946 86	- Andrew Constant		R 148.00		in the second	R			8	- Amore and	К 24.78
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e of the following:	A COLORADO AND A COLO	DO-OF A	-	Zb'C7 ¥	R 148.00 R	R 33.33 R	R 33.33 R	33.33	~	E .	. 04	R 24.78 R	R
1000 Braiding, Platting, Cutting Specific Skilled Stylist - doing only one of the following.	R 1592.48 R	4 956.86	R 1143-90 R	1	25.42 R 148.00 R	20.70	R 20.70	R 20.70 R	8 07 0C			former and a manual	
	a 20 21 21 a	a stec pc							a nadien nen richternen d	60.0A	K 95.55 R	R 24.78	R
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a a second a second a second sec	R 1753.23 R				25.42 R 148.00 D	04 64	00.00			The second second		0 74-10	K
<ul> <li>Auos Working Employer (in Salon with Staff)</li> </ul>	R 6 662.33 R	R 6662.33 R	R 1537.47 R	Andrew Andrew Andrew			R/77 V	K 22.79 R	R 22.79 R	9. R 105.15 R	105.19	R 24.78 R	н
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CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick of on leave	bstitutes for any pe	manent employee	who is sick or an le	ave			and the second se				territoria (1994), integra a de force de concentration de la concentra	ſ
	remoneration / 8336 Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment An employee who works 1 or 7 or 3 or 4 days now wook	o Salary / Wages shi	all be calculated at t	he prescribed HOU	RLY rate for tha	it category of emply	oyment						
	Remuneration () assists when you were. Remuneration () assists along / Mages shall be calculated at the prescribed HDURU rate for that calegory of employment Should for Counsist on the second rate of the state of the formation (), then the salary of the Forl Time portion for that ob Ottegory will apply (Fereiodia them how down even the second states shary from the Employer (Salon owned), then the salary of the Forl Time portion for that ob Ottegory will apply	c Salary / Wages shi of receive the lower	all be calculated at t calculated salary fn	the prescribed HOU om the Employer (	IRLY rate for the Salon owner), th	at category of empl hen the salary of th	oyment e Foli Time positio:	for that Job Cate	pory wili apply.				
WORKING EMPLOYERS	Contributions for a Working Employer (Work Code 2089). Is voluntiary for 56 from 1 January 2011	forking Employer (V	Vark Cade 2089), is v	voluntary for SPF fr	urt for the actua	al amount of days v	orked and not the	fuil amount of day	rs worked,				
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TION	Passes hund contributions to be paid by all fitninghoses will be 6% of the Basic Salary of the Employee. Contributions payable by all Employeer will be 6% of the Basic Salary of the Final house and the Salary of the Final house and the Salary of the Salary of the Final house and the Salary of the S	butions to be paid b	y all Employees will	be 6% of the Basic	Salary of the En	nplayee. Contribut	ions payable by all	Employers will be	6% of the Basic S	ierv of the Employe	9		
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### GOVERNMENT GAZETTE, 24 NOVEMBER 2023

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Approved: Chairperson: P Matjebe Date: 01 June 2023

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Approved: Chairperson: P Matjebe Date: 01 June 2023

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## GOVERNMENT GAZETTE, 24 NOVEMBER 2023

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**ANNEXURE "H12**" REMUNERATION/BASIC SALARYIVAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 114 BEING THE MAGISTERIAL DISTRICT OF BRONKHORSTSPRUIT AND CULLINAN

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2044, Instituteroodr + 15K year artist qualified - Part Time	R 2,571.00 R		635,50	~	R 14R CO	CV EE			R 31.47	R	8		R 24.75
2072 Hairdraces Autobul Autobul Autom	1		1,143.90		25.42 B 148.00 R			53.42 B	×	8			
2022 Hairdresser - Qualified	R 3,607.01 R				33.30 R 148.00 R	46.89	1	-	×	×	24		
2046   FARNER - Entry I could	R 5,426.18		r.f		27.83 R 148.00 R				-		2		
2048   FADWED - Lanet 3	and the second s	1			8.50 R 148.00 R	-		+50/ 0	N N	R 325.57	æ		
2050 [EARNER - Lavel 2				-	17.00 R 148.00 R		1			1		R 8.29 R	R 8.29
2052 LEARNER - Level 4	1	1			26.21 R 148.00 F		ŀ					R 1658 R	
4000 STUDENTS - Entry Level	A 3,0/2.52 B		r		38.25 R 148.00 R	R 39,94 R	39.94	39.94	R 20.04		2	~	
4001 STUDENTS - Module 2 (Level 1 & 2)	APPropriate and a state of the	Concernance of the local division of the loc	382.55	8.50	R 148.00 R					CS'481 a			
4002 STUDENTS - Module 4 (Level 3 & 4)	A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERT	K. 3,315,23 R	765.06	R 17.00	17.00 R 148.00 F								
4003 STUDENTS - Module 6 (Level 5 & 6)	1	1	1,17950	1	26.21 R 148.00 R			. 8		0			
3028 Make-up Artist Trainee	N XCTINC V	of the			38.25 R 148.00 R	R 39,94 R	39.94		20.04		2		
3026 Make-up Artist	COULTR'S G.		1		R 148.00 1			R 40.44 R	-	H CENOT		ALC: AND ADDRESS OF AD	8 37.30
3032 Manager - Beauty		-		-	25.42 R 248.00 R	R 57:44 R			-	-		and the second second	~
2060 Manager - Hairdresser	14 C7702 C 2	H 321 45 K	1,611.07	-	35.80 R 148.00 R		1	R SUTE R	8 97.70 B			and a support of the support	~
2054 Manager - univ (Hairdnessinn)	-		1,666.69	1	37.04 R 148.00 R	<b>68.56</b>	;						
3040 Nati technician - Uncualified		R 324.38 R	1,641.93	R 36.49 8	8 148.00 5	92.49	R 92.49				8	A PUBLICATION OF STREET	R 36.13
3084 Nail Technician - Certifiad			1,143,90	B	25.42 R 148.00 R	35.31	1~	17A Aurol	2000		R	R 35.57 R	
3038 Nail technician . Gualffact	ALC: Y	の方法、市、市	R 1.143.90	a	R 148.00	36.37	4	the state of the second		×	œ		B
3088 Maccase Theranict - antru lauri		1	R 1.143.90	~	25.42 8 148.00 1	R 57.44	8 57 44 a	1000 0		The second se		24.78	R 24.78
3087 Moreson Thursday			1,143.90	R 25.42 8		1			X 51.44 R	-	R 265.13 R		
CE O a motor a training and a second s		LT: 3.955.86 R	1.143.90	1	25.42 R 148.00 B	0 20 20 0			2			24.78	
Auto Uperator - Trainee - Part Time 2067 Dresson - Traine			635.50	8 25.47	25.47 R 148.00 B	1	59,38		2				
2000 Dimension - Frainee	R 2,544.33 K		1,143.90		25.42 B 148 00 2	86.76	1		R 32.99 R	1		12.77	
2008 Octavia	1		R 635.50	1	R 148 00 10	23 04		R 33.08	R		~	8	
3042 Recentionlet - Baniti Scintificture	R 3,847.33		R 1.143.90	8	25.42 R 148.00	1.	H BETER L	And the set of the second	R	R 153.86	æ	R 13.77 B	BALL CALLER CONTRACTOR
1000	i	97 97.2°	R 1,143.90	è ce	R 148.00	26.01	H POOP Q	Statement and the statement of the state	Y		R 230.84	R	
Juli 144 - Unite Susteninger - Venond-Avril	- B 3,001.16	.×	R 692.58	4	8 148.00	20.00	S TEAL A	16.00 0		R 262.68 R	R 262.68	a	-
Approved:				ŝ		30.00		1	H 39.02	8		R 1501 8	

				BA	RGA	BARGAINING COUNCIL	0	No.	Ň					ANNEX	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	ONTRIBUTI	ON SCH	DULEH	AIRDRES BRONKI	URDRESSING COSMETOLOGY BEAUT) BRONKHORSTSPRUIT AND CULLINAN	SMETOLIC RUIT ANI	D CULLIN	NUTY ANI VAN	<b>SKINCARE</b>	FOR DIVISIC	N 114 BEING	THE MAGIST	ERIAL DISTRI	CT OF
المسمة	EOHCB Subscriptions See Annexure C	See Annexure C													
unuk	Bargaining Levy See Acmeaure C	See Annexure (		Pro alessa da la companya da la comp	And and a subject of the second second		STREET, ST.		Contraction of the second second	WHEN IN THE REPORT OF THE PARTY	anno sense de la serie de l		·		
ł	Salon Charge * R	۱ ac					-								
Z	Vietik Code Omeription	Jan 2023 Salary - Contribution Waga - Pendon Fund and Council Pees		vich 2013. Maluterums Weige - Per 2012 Meetby Reter Outly		2023 Houriy Barla - 455J/Par	and the second	<ul> <li>BCFBan ER.</li> <li>Siejon Rag pin No(07.4.3%</li> </ul>	<ul> <li>BUFFen ER. " BUFFen EE."</li> <li>Stöpen Fag prin Salam Ping prin No(0374.235)</li> </ul>	". KC, Fea ER, - Salaca Neg Effer Novel7 - 1.206 of Constituating Whene	* In Creater-Saleon In Bucktaa EE-Saleon Ing ather Monch - E. 5.2% of Constituting	Zatta (Actional Pervice fund (80)- Contributing Wagan	2023 Nacionel Minakos Fand (62)- Contributing Mass	2025 Hatlorini SPE Zingdoyn baraad on Mith hatan Week	ZUCS Holdonni Soft ZUCS Holdonni Soft Employeed ini
18	2082 Receptionist - Haindressine salon	A 24712 A		A offer Arr		-						,			
日	3048 Somatolocist 3 Years		-	H Darac	H DC'EBET		Z5.42 R 148.00 R	R 59.11 R	R 39.11 R		1 R 59.11	L R 272.83 R	8 273.83	a arrc B	
G	3052 Somatolorist R Terh & wearc			H 100000	1,143,90 R		R 148.00	25.42 R 148.00 R 64.44 R	R 54.44 R		54,44 R 54,44 R				
1	Specific Skilled Stylist - doine only one of the followine: Arabikine	577716 5		2+12.34 K	1,318.20 R		R 148.00	29.29 R 148.00 R 74.26 R	R 74.26 R	R 74.26	6 R 74.26	R		a	
8		R 3,475.53	ee.	4,916 86 R	1,143.90 8		25.42 R 148.00 R	R 45.18 R	R 45.18 R	R 45 18	a			Y	4C'97 ¥
5	spectric skilled arytist - doing only one of the following: Braiding. 1001 Platting, Cutting - Part Time	8 17 06C C 8		2 742 23 D	EAC EA				1			FC 807 V 1	208.53	R 24.78	R 24.78
58	2089 [Working Employer (in Salon with Staff)			5.425.15 R	1,252.20 R		10004T u	N 20.02 N	K9767 11	K 29.83	9 R 29,89	9 R 137.95	R 137.96 R	5 R 13.77 R	R 13.77
	NOTES								A very service of the	And the set of the set			1	[R 8139	
	CASUAL EMPLOYEE	An employee who sobstitutes for any permanent employee who is sick or on leave	o sabstitutes t	of any perma	hent employee	who is sick or	an leave						and the state of the		
		Nerrounerstron / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment An employee why words 6 = 2 = 2 = 2 = 2 = 2	Auste Salary //	Vages shall be	calculated at	the prescribed	HOURLY rate	for that cates	gory of employ	yment					
	PART TIME EMPLOYEE	Remuneration / £ Should the Counc	Basic Salary // Basic Salary // Cil net receive	Vages shall be Vages shall be the lower calt	s calculated at ulated salary {	the prescribed ram the Emplo	HOURLY rate yer [Salon on	a for that cate, mer), than thu	igary of empire e salary of the	yment. 3 Days pe. Full Tene position		re-move-to entro as a cue way parteed. Remarkation (BasicShip) Vigas shall be charable at the pracedaed HOURXY rate for that cangapy of employment. 3 Days per veek a calculated at two thread of the basic ways. Reconst the constraints are not excitationated calcry from the Employer (Salen owner), data the discrete of the table and	sic wage.		
	WORKING EMPLOYERS	Contributions for a Working Empired American American and the standard and an analy and and an and an and an an	a Workin 4 Em	Novier (Mark	Thinkness and	THE BOARD	THIN TO LOT THE	te activa attio	nunt af days w	orked and not the	Contributions for a Working for the read of the read of the read and the read of the full amount of days worked and not the full amount of days worked	torked.			
	PENSION FUND	Partice fired Car	a successing on	TOWN SALAN	1000 20031 Y	voluntary for	SPF from 1. Jan	nuary 2017					And and a second s		
-	DAILY RATE CALCIN ATION	Paris Colori Paris	of supprising the	De pard DV #I	Employees wa	be 5% of the I	Basic Salary o	d the Enploye	e. Contributi	ons payable by all i	Employers will be 6%	rement remer commonstors to be pair by all fundicyters will be 5% of the Besic Salary of the Employee. Contributions payable by all Employers will be 5% of the Basic Salary of the Employee.	the Emalavee.		
		come and the second of 4.555 on or 4.555 on the day 4.5 = HOURLY Rate multiply by hours worked on the day	An manage of	9-3353 01/106	DV 45 = HOU	RLY Rate multip	oly by hours u	worked on the	s day						
	COMMISSION ONLY EARNERS	potamine randozszers/ 201855. Which are employees will receive a minimum of 30% commission - THIS IS APPLICABLE 10 STOCK DEDUCTIONS ARE ALLOWED IN A FRO SALONE O'NLY. VAT AND LOYALIY CARD FEES SHALL BE DEDUCTABLE	CTIONS ARE A	, which are e. Llowed in al	Tho SALONS O	eceiva a minim NLV. VAT AND	WIT OF 30% or LOYALTY CAF	T - noission - T RD FEES SHALL	HIS IS APPLIC. L BE DEDUCTA	-volume reaccesses / somes, which are employees wil receive a morinnum of 30% commission - THIS IS APPLICABLE DNLY TO AFRO SALONS NO STOCK DEDUCTIONS ARE ALLOWED IN AFRO SALONE ONLY. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTABLE	O SALONS	- Anna and a state of the state			
_		anound the stylist earn basic + commission, stock is deductible	Each basic +	ommission, s	tock is deducti	Sle									
		HC = Barganning Council	Council							State of the second					
	ABBREVIATION DESCRIPTIONS	EC = LINDIOYEE													
		S&F = Sick Benefit Fund	t Fund												
		SPF = Sick Pay Fund	nd.												
	LEARNERS	Learners to also enclude any apprentices	enchuche any ap	prentices					and the submanity and the						
	UNION FEE / AGENCY FEE	Union Members.	. Union Fee eq	uates to R 14	3.00 per mant	per member.	For member	s who join UA	iSA atter the a	ge of 60, the Unior	1 Faz equatos to R 12	Union Members. Union fee equites to R 148.00 per member, For members wits uni UASA alter da age of 60, the Union fee equites to R 121.00 per month per member fro finencial annalis	nember (Excludine 1	bo fitneral hona Gif	
		Mon-Union Membary Non-Jinim membury	thank floor for	in membure	week on Åenw	of from months to		•						futuring pointing we	

Approved: Chairperson: P Matjebe Date: 01 June 2023

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Noo-Un on Mamburs: Non-Union memburs pays an Agurey fee equal to the Umos membership fees currently & 148,00 per person per month but with no UASA tenefits.

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ANNEXURE "H13" REMUNERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 115 BEING RUSTENBURG, BRITS, MANK/WE

Exploring to provide the product of the produc	Implicit on the product of the	And and do ways and an an an and an and an and an an an an analysis of a summary state and an an an an and an a	OHCB Subscriptions   See Annexure C	See Annexure C						And the second	and the second se			
Methodulutu         Amendational considerational methodulutu         Considerational methodulutu         C	Texton function         Amounts for the function         Amount is the function <t< th=""><th></th><th>Bargaining Levy</th><th>see Annexure C</th><th>Annual and a short and the second</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>		Bargaining Levy	see Annexure C	Annual and a short and the second									
effermentet         R         7422/3         R         7423/3         R         <	etc.There         R         2/22.3         R <th< th=""><th></th><th></th><th>Inn 2003 Salary - Dontribrotion Magn - Perraion Fund and Council Fees</th><th>มีบา 2.32.9 อร์ราส์สามาร 1926 - วินา 204 มีเคร</th><th></th><th>2028 Hourly Banc -45/hPer week</th><th></th><th>* BC Fon ER - Salon for atter Nov2 - 1.38 of Carnelhother Wage</th><th>* BC Fee EE - Salon Reg after Wer17 - 1.956 of Contributing Wages</th><th>2023 National Pansion Pand (519- Contributing Wage</th><th>2023 National Pension Pund (20) - Contributing Wage</th><th>2023 Mational SPF Employer based, un Mitchever Mass</th><th>2023/Netlocial SPF Englayeb besed on</th></th<>			Inn 2003 Salary - Dontribrotion Magn - Perraion Fund and Council Fees	มีบา 2.32.9 อร์ราส์สามาร 1926 - วินา 204 มีเคร		2028 Hourly Banc -45/hPer week		* BC Fon ER - Salon for atter Nov2 - 1.38 of Carnelhother Wage	* BC Fee EE - Salon Reg after Wer17 - 1.956 of Contributing Wages	2023 National Pansion Pand (519- Contributing Wage	2023 National Pension Pund (20) - Contributing Wage	2023 Mational SPF Employer based, un Mitchever Mass	2023/Netlocial SPF Englayeb besed on
- Trenee         - Trenee         - Trenee         - Trenee         - Trenee         - Trene	-1.10000         -1.00000         -1.00000         -0.0000	089 Ansthetic Therapist												WAR IN CONTRACTOR
- Lunar         - Lunar         R         - Solution         R         - Solution         - Lunar         - Solution         R         R         R<	Colume         R         Source is a bar is accorded in the second in the	002 Barber - Trainee				41-SUB'E N	40.11			8	8			
- Falacity         - Constant         - Const	- conditional control in the conditional condital conditional conditional conditional cond	004 Barber - Junior				H 1,143.90		148.00		æ	R			
Trichendigate: Unpendified         R         JUSIDE         L	Transmission         n         2000.0         1         2000.0         2000.0         2000.0         2000.0         2000.0         2000.0         2000.0         2000.0         2000.0	06 Barber - Senior				1,143.90	25.42				R	a		
Technologiest: Cualified         R         L231.51         R         L232.51         R	Terrentionen         R         1.2124         R         2.1214         R	as Beauty Technologist - Unovalified		-	1		20.92				-			R 24.78
And Structure         R         4 365.66         R         1143.90         R         64.64         R         64.44         R         64.44         R         27.30         R	Not distribution         R         406468         R         41439         R         2450         R         2460         R         2443         R         2450         R         2460         R         2473         R         2464         R         2473         R         2465         R <th< td=""><td>24 Beauty Tarbouloutet - Durithad</td><td></td><td></td><td></td><td>06.541.1</td><td>25.42</td><td></td><td></td><td></td><td></td><td></td><td></td><td>R 28.32</td></th<>	24 Beauty Tarbouloutet - Durithad				06.541.1	25.42							R 28.32
Y and Shoncen Thereaket.         R         3,02,03         R	All	Datiment - reservices - remained				1,143.90	25.42			= 0	×			R 24.78
Y und Solution         R         4,133,4         A         556,06         R         1,143,01         Z SA4         R         462,1         R         223,03         R         723,03	Yundistant         R         41333         R         45506         R         14030         R         2331         R         2333         R         23433         R <td>20 Beauty and Skincare Therapist - Unqualified</td> <td></td> <td></td> <td></td> <td>R 1143.90</td> <td>25.42</td> <td>1 AG AN</td> <td></td> <td>L L</td> <td>H</td> <td></td> <td></td> <td>R 24.78</td>	20 Beauty and Skincare Therapist - Unqualified				R 1143.90	25.42	1 AG AN		L L	H			R 24.78
Additiont         In         2446.05         R         2466.06         R         1449.30         R         32.81         R         32.81         R         24.93         R         246.95         R         246.95         R         144.93         R         32.91         R         32.91         R         246.95         R         246.95         R         144.93         R         32.96         R         32.98         R         246.95         R         34.95         R         32.98         R         246.95         R         34.95         R         32.98         R         246.95         R         34.95         R         32.98         R         34.95         R         32.98         R         34.95         R         34.95         R         32.99         R         34.95         R	Addition         R         24866         R         11430         R         6400         R         5331         R         5336         R         2489         R         2449         R         2449 <td>14 Beauty and Sidncare Therapist</td> <td></td> <td></td> <td>æ</td> <td>R 1143.00</td> <td>DE AN</td> <td>00.044</td> <td>And a second second second</td> <td>8</td> <td>R</td> <td>222.50</td> <td></td> <td></td>	14 Beauty and Sidncare Therapist			æ	R 1143.00	DE AN	00.044	And a second second second	8	R	222.50		
CVRMeter         R         4,567.36         R         4,567.36         R         1,443.00         R         545.0         R         345.0         R         246.00         R         545.0         R         246.00         R         345.0         R         246.00         R         246.01         R	Vielded:         R         GG558         R         14400         R         2400         R         2400 <td>22 Salon Assistant</td> <td></td> <td></td> <td>~</td> <td></td> <td>20.00</td> <td>748.00</td> <td></td> <td>R</td> <td>8</td> <td></td> <td></td> <td>STATE OF THE OWNER AND ADDRESS OF THE OWNER ADDRESS</td>	22 Salon Assistant			~		20.00	748.00		R	8			STATE OF THE OWNER AND ADDRESS OF THE OWNER ADDRESS
al Abstant: al Ab	al Austamart in the forman and and and and and and and and and a	38 Drybar Worker				DS:267'T	25.42	148.00		R	æ			
Addistant free 3 verses         R         2.456.56         R         4.566.66         R         1.446.90         R         3.52.6         R         3.56.6         R         1.466.90         R         3.55.6         R         3.56.7         R         3.57.4	Indestinant free 5 years         R         2,456-55         R         2,465-56         R         1,445-90         R         2,445-90         R         2,457-10         R	30 General Assistant	and the second se	1	K 4,955,85	8 1,143.90	25.42	148.00		œ	*	o state		-
Indicating function         R         2,588,51         R         5,568,51         R         1,44300         R         2,588,51         R         1,44300         R         2,456         R         1,44300         R         2,456         R         1,44301         R         2,456         R         1,44300         R         2,456         R         1,4430         R         2,456         R         1,44300         R         2,450         R         1,44300         R         2,450         R         1,4430         R         2,450         R         1,4430         R         2,450         R         <	Indicating after () Years         R         2,565,5 (s)         6,555,5 (s)         1,431,30 (s)         2,455,6 (s)         1,431,30 (s)         2,455,6 (s)         1,431,30 (s)         1,431,40 (s) <td>12 General Accidant shee 5 mars</td> <td></td> <td></td> <td>-</td> <td>1,143.90</td> <td></td> <td>148.00</td> <td></td> <td>æ</td> <td></td> <td>10-12 q</td> <td>24.78</td> <td></td>	12 General Accidant shee 5 mars			-	1,143.90		148.00		æ		10-12 q	24.78	
monomentation         R         2,689.51         R         2,689.51         R         1,443.90         R         5,54.0         R         1,44.00         R         3,4.36         R         1,4.3.3         R         1,4.4.3         R	momental metal metal         R         2,889.51         R         2,486.55         R         1,443.90         R         2,440.0         R         1,443.1         R         1,443.3         R<	14 General Associated Sectors				1,143.90	25.42	148.00			-	N 146./b	24.78	R 24.78
Accordition         R         4.956.86         R         4.956.36         R         1.463.30         R         3.457.4         R         3.557.4         R         3.557.6         R	Answer-Unablication         R         495658         R         1,14,33         R         1,34,37         R         1,44,37         R         1,44,30         R         2,44,30         R         2,43,37         R         1,43,37         R         2,33,37         R	The Hartenbert - 1st terrs after an Ith - 1	The of the second design of th	1		R 1,143.90	25.42	148.00				154.11		R 24.78
Tester - Cualified         R         6,673,1         R         6,673,3         R         1,650,0         R         6,661,1         R         6,644,1         R         297,41         R         295,74         R <td>Reser         Countined         R         6.602.33         R         1.537.47         R         3.417         R         3.417         R         3.417         R         2.774.1         R         2.774.1         R         2.774.1         R         2.774.1         R         2.774.1         R         2.747.1         &lt;</td> <td></td> <td></td> <td></td> <td></td> <td>1,143.90</td> <td>25.42</td> <td>148 150</td> <td>Anterior Sectorement</td> <td></td> <td>5</td> <td>161.37</td> <td>1</td> <td>R 24.78</td>	Reser         Countined         R         6.602.33         R         1.537.47         R         3.417         R         3.417         R         3.417         R         2.774.1         R         2.774.1         R         2.774.1         R         2.774.1         R         2.774.1         R         2.747.1         <					1,143.90	25.42	148 150	Anterior Sectorement		5	161.37	1	R 24.78
Teterer - Coulified - effer 5 (versite)         R         Colored for         R         SSG7         R         Locate         R         SSG7         R         Locate         R         SSG7         R         SG02         R         SG03         R         SG03         R         SG04	Reset         Couldinglet - after 5 (sersionelly after 2) (sersionelly after 2	c.e. Hairdresser - Qualified				1,537.47	3417	148.00	AND ADDRESS AND ADDRESS		K	R 297.41	Contraction of the second second	R 24.78
mater - Outlified - effer 10 years         R         7,238,31         R         7,238,31         R         7,238,31         R         7,238,31         R         7,601,31         R         9,002         R         4(10,64)	mater - Outlifter - effer 10 years         R         7,323,31         R         3,323,31         R         7,323,31	M Hairdresser - Qualified - after 5 years				161400	20 35			×	R	R 399.74		
KKD - Emtricuest         F         Leff/JD         R         2453         R         2653         R         2633         R         2633         R         2633         R         2633         R         2633         R         2633         R <th< td=""><td>KKD - Eintry Level         P         1.5737.0         R         2.456.0         R         55.28         R         55.28         R         459.73         R         456.06         R         25.06         R<td>26 Hairdresser - Qualified - after 10 years</td><td></td><td></td><td></td><td>Ve Los L</td><td>Jarco</td><td>1</td><td>AND A CONTRACT OF A CONTRACT O</td><td>R</td><td>R</td><td>419.64</td><td></td><td></td></td></th<>	KKD - Eintry Level         P         1.5737.0         R         2.456.0         R         55.28         R         55.28         R         459.73         R         456.06         R         25.06         R <td>26 Hairdresser - Qualified - after 10 years</td> <td></td> <td></td> <td></td> <td>Ve Los L</td> <td>Jarco</td> <td>1</td> <td>AND A CONTRACT OF A CONTRACT O</td> <td>R</td> <td>R</td> <td>419.64</td> <td></td> <td></td>	26 Hairdresser - Qualified - after 10 years				Ve Los L	Jarco	1	AND A CONTRACT OF A CONTRACT O	R	R	419.64		
HD-Level2         HD-Level2         R         -Level2         R         -Level2         R         -Level3	(b) - Lowel 2         (c) - Lowel 3         (c) - Lo	46 LEARNER - Entry Level				DO'TEN'T	2015			æ	R	439.73		
Eff-Level3       R       -Jusc/s	Eff-Lenel3       R       2.200.0       R       2.200.0 <td>48 LEARNER - Level 2</td> <td></td> <td></td> <td></td> <td>CC795</td> <td>1</td> <td></td> <td></td> <td></td> <td>R</td> <td></td> <td></td> <td></td>	48 LEARNER - Level 2				CC795	1				R			
URT         Level 4         R         3.1.1.3         R         1,173.05         R         2.65.1.1         R         2.65.1.1 <t< td=""><td>Rife       R       3/20/10       R       1/19/20       R       2/22/2       R       2/22/2       R       2/20/20       &lt;</td><td>50 LEARNER - Level 3</td><td>10 10 10 10 10 10 10 10 10 10 10 10 10 1</td><td></td><td></td><td>1</td><td>-</td><td>148.00</td><td>the state by a second many second</td><td>,</td><td></td><td></td><td></td><td></td></t<>	Rife       R       3/20/10       R       1/19/20       R       2/22/2       R       2/22/2       R       2/20/20       <	50 LEARNER - Level 3	10 10 10 10 10 10 10 10 10 10 10 10 10 1			1	-	148.00	the state by a second many second	,				
EITS- Entry Level         R         3.230.0         R         7.231.4         R         3.85.5         R         140.0         R         193.6         R         183.6         R         183.6         R         183.6         R         183.6         R         193.6         R         193.6         R         193.6         R         193.6         R         183.6         R	Eff:S: forby Level         R         3,250,10         R         7,271,45         R         3,250,10         R         7,271,45         R         3,250,10         R         7,320,10         R         3,320,10         R	C2 LEARNER - Level 4			-		-					and an inclusion		R 16.58
PMTS-Modula 21         Ix	Rff: - Module 21 even 1 & 21         R         ::::::::::::::::::::::::::::::::::::	no STUDENTS - Entry I avet				1,771.41			a test Aug	•		The resolution provides the second	or a landour of	R 25.56
answer         constrained         R         2.135.23         R         7.256.16         R         7.700         R         7.416	Provide a 2 process a 24         R         2,115,13         R         7,050,18         R         1,40,00         R         -         R         -         R         -         R         -         R         -         R         -         R         -         R         -         R         -         1         R         -         R         -         R         -         R         -         R         -         R         -         R         -         R         -         1         R         -         R         -         R         -         R         -         R         -         R         -         R         -         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1         R         -         1 <td></td> <td></td> <td></td> <td></td> <td>382.55</td> <td></td> <td>148 00</td> <td>and and an other statements</td> <td>States of Street, Stre</td> <td>4</td> <td>18.561</td> <td></td> <td>R 37 30</td>					382.55		148 00	and and an other statements	States of Street, Stre	4	18.561		R 37 30
cmts. housine (texe) is 4.0         n<	Print - module et tener 18.4)     R     2.2010     R     2.11/13     R     1.11/13     R	1) 31 OCCARIS - INDOME & JLEVEL J. & 2)	and shows a set of the second of	and plan. Internet water and the plant way on		765.06		148 CO		2	·	-	the second required the real	R 8.29
Fills- Anduce (Lewel 5, 6)         R         3,230.10         r         7,95,59         R         1,271.11         R         8,357         R         6.000         R         1,190         R         -         R         -         R         -         R         -         R         -         193.81         R         -         133.81         R         -         -         R         -         133.81         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         R         -         -         103.01         R         -	Fills- Anduce S(zerol 5 g k)         R         3.230.10         7.545.39         R         3.250.10         7.545.36         R         3.250.11         R         3.253.11         R         3.353.11         R	(b % cheneral + singular - cheneral 20	and and a start of the start of	and the second se		05-671-1	36.31	140 00	A CONTRACTOR OF A CONTRACTOR O		R	and the board international state		
#eff         Beauty         R         5,95,8.2         k         -,95,6.5.2         R         2,00,3.2         R         0,139         R         0,139         R         193,3.1         R         163,3.1	#66<-Beauty         R         6.99.6.82         k         3.0000         k         4.159         R         19.331         R         37.330         R         37.331         8	03 SI UDENIS - Module 6 (Level 5 & 6)				121261	20.00	00.044	were statut	8	And a state of the second second second	A THE PARTY AND A PARTY AND A		and a strategy was a
eer-histoffersen: eer-histoffer	er - Handresent mice 5 years (n. 5) 20139 (s. 701249 (s	32 Manager - Beauty	-		46 'Seb 's 33	1 200 00	67.00	T48.0U		R		193.81		
err - Haird tesser rife 5 years R 7.313.28 7. 25,428 R 1,204.30 R 96.01 R 14600 R 91.28 R 91.26 R 42.131 R 421.31 R 421.31 R 421.31 R 421.31 R 421.31 R 421.40 R 42.40 R 8 4.50 R 1,443.50 R 237.41 R 237	err-Handressen erhe 5 years R 7,273.26 R 7,200.04 R 86.001 R 146.00 R 91.26 R 01.2014 R 76.01 R 146.00 R 91.26 R 01.26 R 01.26 R 01.21 R 021.31 R	60 Manager - Hairdresser		-	00 . Doc 00	700004	12.65	148.00	· · · · · · · · · · · · · · · · · · ·	R	R			
Reference after 10 years;         R         7.724.57         K         1.782.61         K         37.81         K         36.85         R         442.40         R         472.40         R           ger + only [Reauty Establishment)         R         7.534.57         X         1.782.56         R         1.396.00         R         95.85         R         442.40         R         462.40         R         462.40         R         462.40         R         463.47         R         297.41	Reference after 10 years         R         7.224.57         X.204.57         X.205.56         X.205.56 <td>62 Manager - Haindresser after 5 years</td> <td>A second /td> <td>-</td> <td></td> <td>C4'070'T</td> <td>36.01</td> <td>148.00</td> <td>Statute de la composition de la composi</td> <td>æ</td> <td></td> <td></td> <td>and the second second</td> <td>and a legitimetry second</td>	62 Manager - Haindresser after 5 years	A second	-		C4'070'T	36.01	148.00	Statute de la composition de la composi	æ			and the second second	and a legitimetry second
eer-only (Beauty Establishment) R 4,956.86 (s. <276.55) R 1,443.00 (R 1,440.00 (R 1,440.00 (R 257.41 (R 25	eer -only (Beauty Establishment) R 4,956.66 (i, <276.75 R 1,143.30 R 25.42 R 100.42 R 100.42 R 65.47 R 65.47 R 105.47 R 105.40 R 25.42 R 106.00 R 25.42 R 106.00 R 25.42 R 106.00 R 25.42 R 25.44 R 25	164 Manager - Hairdresser after 10 years		7 774 57		17/11/5		148.00	an an America	R	æ	442 AD		
29742 R 148,00 R 64,44 R 04,64 R 64,44 R 64,44 R 29742 R 29743 R 29743 R	P Madjebe	330 Marager - only (Beauty Establishment)		4.956.86		19728/1	1	148.00		R	463.47	463.47		
	estruction data	roved-	second style light are descent as second as a second state of the		6	1,145,90	25.42	148,00	The second s	8	257.41	PA YOU	The first second s	and the second strength and
Phareon 0 Mahaha		instrant 0 Addition									And a second	1745367	State of the local division of the local div	R 24.78

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**ANNEXURE "H13"** 

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

werk corke Decreptedee (Manaugur - contr) [Hairdressing) (Manaugur - contr) [Hairdressing] after 5 years (Manaugur - contr) [Hairdressing] after 5 years (Manaugur - contr) [Hairdressing] after 5 years (Manaugur - contr) [Hairdressing] after 5 years (Massage Theorapist - contry level (Massage Theorapist - doing only one of theorapist - doing only one of the left control contry - Hairdressing gatation - after 5 years (Massage Shilled Sylidt - doing only one of the left control cont	_	EOHCB Subscriptions! See Apprexime C	See Annexus	с Ч														Second and second second second second
Interfactor         Description         Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<>		Bargahring Lew	See Annexul	re C														
R         Stability         Stability         Stability         Stability         Stability         Stability         Stability         Stability         Stability         Stability <th>With .</th> <th>Work Cade Decription</th> <th>Jun'2023 Sali Contributions 9 Pennidon Fund</th> <th>production and and and and and and and and and an</th> <th>1 2203 Affections age - Sar SAF Call</th> <th>2023 Week</th> <th></th> <th>1023 Hourfy the -45h/Pert week</th> <th>2023 (mion Fee</th> <th></th> <th>.Fee ER-Salam ter Novel7 - 1.235</th> <th>* BC Fee EE - Salon Reg after (Kow17 - 1.3 of Contributing Wag</th> <th>E Commencement of the second</th> <th></th> <th>Mationit Fantion Hand (25) - Centributing Wage</th> <th>Zoda Nantion Englicyty ban Mithilenen W</th> <th>1</th> <th>023Neitonal SPF sphryra brand on Mibiroum Wage</th>	With .	Work Cade Decription	Jun'2023 Sali Contributions 9 Pennidon Fund	production and and and and and and and and and an	1 2203 Affections age - Sar SAF Call	2023 Week		1023 Hourfy the -45h/Pert week	2023 (mion Fee		.Fee ER-Salam ter Novel7 - 1.235	* BC Fee EE - Salon Reg after (Kow17 - 1.3 of Contributing Wag	E Commencement of the second		Mationit Fantion Hand (25) - Centributing Wage	Zoda Nantion Englicyty ban Mithilenen W	1	023Neitonal SPF sphryra brand on Mibiroum Wage
efficients         R         6,112.20         R         5,266.16         R         1,145.20         R         2,145.20         R	2054 Man	ager - only [Hairdressing]				1			æ		75.79	æ				-	- Anno	20.45
Wr 10 years         R         6.41270         R         5.402.96         R         3.502.6         R         3.600.7         R         3.647.7         R         3.647.7         R         3.647.7         R         3.647.7         R         3.647.7         R         3.640.7         R	056 Man	iager - only (Hairdressing) after 5 years				æ			<b>6</b> 4		1959	R				from	-	19.05
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	058 Man	ager • only (Hairdressing) after 10 years				*	Augura		~	diam'r.	83.37	8	-	1.000				10.05
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	040 Nail	technician - Unqualified	North Street Street			æ			æ	in the second	30.74	æ		1.1		1		26.00
R         2.198.1         R         2.198.3         R         2.146.30         R         2.445.00         R         2.447.4         R         1.477.1         R         1.477.1         R         1.477.1         R         2.473.8         R         2.473.8         R         2.473.8         R         2.445.00         R         2.443.00         R	084 Nail	Technician - Certified				æ	1.00000		æ		31.64	8		process.		-	A	24.45
R         2,463,01         R         3,945,01         R         2,443,00         R         2,443,01         R         2,443,01 <t< td=""><td>D36 Nail</td><td>technician - Qualified</td><td></td><td></td><td></td><td>œ</td><td></td><td></td><td>8</td><td>A.C.A.</td><td>36.91</td><td>8</td><td>1</td><td>170.35</td><td></td><td>-m-</td><td>-</td><td>24.75</td></t<>	D36 Nail	technician - Qualified				œ			8	A.C.A.	36.91	8	1	170.35		-m-	-	24.75
R         2,57,58         R         3,56,56         R         1,443,06         R         2,54,0         R         3,53,6         R         2,44,07         R         2,44,0         <	0688 Max	ssage Therapist - entry level		161.90 R		æ			æ	*	32.00	æ	4.000	147.71		1	à	24.75
R         3,3/038         R         3,266.6         R         1,443.0         R         2,420         R         1,443.0         R         2,420         R         2,473         R         2,473 <th< td=""><td>087 Mat</td><td>ssage Therapist</td><td></td><td></td><td></td><td>æ</td><td></td><td></td><td>æ</td><td></td><td>59.38</td><td>æ</td><td>and the second</td><td>hanna</td><td></td><td><u> </u></td><td>-</td><td>5E \$C</td></th<>	087 Mat	ssage Therapist				æ			æ		59.38	æ	and the second	hanna		<u> </u>	-	5E \$C
R         4,500.76         R         4,500.76         R         4,500.76         R         4,500.76         R         4,500.76         R         1,443.90         R         544.0         R         64.35         R         265.95         R         24.70         R         24.73         R         24.74         R         24.74         R         24.74         R         24.74         R         24.74         R         24.74         R         24.73	067 Opt	stator - Trainte				æ		-	*		42.22	œ		194,88		£	4	26.96
R         4.966.56         R         1.143.30         R         3.547         R         266.59         R         24.76         R         24.77         R         24.76	068 Dpc	rator		-		er.					58.51	æ	51 8	270.05				
R         4.726.11         R         4.956.56         R         1.463.00         R         54.44         R         56.44         R         26.44         R         26.74         R         26.74 <t< td=""><td>072 Opt</td><td>stator - after 10 years</td><td></td><td></td><td></td><td>œ</td><td></td><td></td><td>æ</td><td></td><td>64.35</td><td>æ</td><td></td><td>296.99</td><td></td><td></td><td></td><td></td></t<>	072 Opt	stator - after 10 years				œ			æ		64.35	æ		296.99				
R         4.956.56         R         1.456.06         R         2.456.16         R         2.456.16 <t< td=""><td>070 Opt</td><td>srator • after 5 years</td><td></td><td></td><td></td><td>œ</td><td>43.90 R</td><td></td><td>æ</td><td></td><td>61.44</td><td>æ</td><td></td><td>283.57</td><td></td><td>-</td><td></td><td></td></t<>	070 Opt	srator • after 5 years				œ	43.90 R		æ		61.44	æ		283.57		-		
years         R         Systack         R         S	074 Opt	srator - Muiti skilled		956.86 R	-				œ	00 R	64.44	o:		297.41		L		
Openans         8         S (65:3)         R         1339/0         R         266/0         R         26/0	076 Opt	erator - Mutit skilled - after 5 years	1			œ			or	90   R	72.05	R		332,56		ł		
meth         R         4/26/36         R         1/45/30         R         2/46/30         R         2/47/30         R         2/46/30         R         2/47/30         R         2/46/30         R         2/47/30         R         2/47/30         R         2/46/30         R         2/47/30         R         2/46/30         R         2/47/30         R         2/46/30         R         2/47/30         R         2/	078 Opt	erator - Multi skilled - after 10 years		805.34	1 5,805.34	æ			æ	_	75.47	æ		348.32				
n         1.436.05         R         4.366.66         R         1.435.00         R         5.426         R         4.66.00         R         6.136         R         285.65         R         285.65         R         247.65         R         247.75         <	1042 Ret	ceptionist - Reauty Establishment	-			æ			æ		52.01	æ	_	286.19		-		
	2082 Ret	ceptionist - Hairdressing salon		and the		8		1	æ		61.89	æ		285.65		Acres 1	him	
- wither 20 years         R         4,556.86         R         1,443.00         R         6,44.4         R         267.41         R         297.41         R         24.77.8         R	2084 Rev					æ	143.90		-	- and	64.44	æ		297.41		weed and		
R         4.345.6         R         4.345.7         R         2.473.8         R         2.473.8         R         2.473.8         R         2.473.8         R         2.475.4         R         2.475.4         R         2.475.8         R         2.475.8 <th< td=""><td>2086 Rei</td><td></td><td></td><td></td><td></td><td>~</td><td>143.90 4</td><td></td><td>æ</td><td>_</td><td>64,44</td><td>æ</td><td></td><td>297.41</td><td></td><td></td><td></td><td></td></th<>	2086 Rei					~	143.90 4		æ	_	64,44	æ		297.41				
R         4.807.35         R         4.955.66         R         1.443.00         R         5.950         R         255.01         R         7.76.44         R         27.75.14         R         27.75.15         R           R         2.955.61         R         1.443.00         R         2.464.01         R         2.475.14         R         2.475.18         R         2.475.18         R         2.475.18         R         2.475.18         R         2.475.18         R         2.475.18         R         2.445.00         R	3048 Sot	matologist 3 Years			:	æ	143.90	1	~	A 00.	56.45	R	_	260.74		8 R	lune.	of bood we have an an array
R         4356.8         P         1,4330         R         3,460.0         R         64,44         R         297,41         R         237,41         R         247,81         R         247,81         R         247,81         R         247,81         R         247,81         R         247,81         R         244,76         R         244,50         R         245,50         R         144,60         R         31,30         R         33,33         R         145,50         R         24,73         R         24,73         R         24,70         R	3052 504	matologist B Tech - 4 years	and and a series			æ			æ		59.90	æ		276.44	. 64		i sta	
R         2323291         C         0173300         R         340.00         R         30.02         R         30.02         R         30.02         R         158.70         R         24.73         R         24.74         R         24.74         R         24.74         R         24.74         R         24.75         R	3054 50	matologist - B Tech Laser		÷		æ			æ	00 R	64.44	æ	E	297.41	R 297.4	I. R		
eas: Pear: Pear: Pear: Pear: R 2.445.76 R 1.445.06 R 1.443.90 R 2.54.2 R 1.443.00 R 33.33 R 33.33 R 33.33 R 155.81 R 1.445.76 R 2.473 R 2.473 R Pear:	1012 Sp	ecific Skilled Stylist	9-18-FILMENT VOID	329.91	S. 0.250.5	œ			æ	8 00.	30.25	R	ł .	139.79		8 6	1	Noticidade, estis qui an ancient
rearrs         R         2.563.5         3         1.53.0.6         R         13.33         R         33.33         R         33.33         R         33.33         R         33.33         R         33.33         R         24.70         R         24.73         R         146.00         R         20.70         R         95.55         R         24.78         R         24.73         R         149.00         R         24.74         R         24.70         R         24.73         R         24.70         R         24.73         R         24.74         R <th< td=""><td>1014 Sp</td><td>ecific Skilled Stylist - after 5 years</td><td></td><td>445.92</td><td>3 455 8 3</td><td>æ</td><td></td><td></td><td>ч</td><td></td><td>31.80</td><td>œ</td><td>ŧ. :</td><td>146.76</td><td></td><td></td><td>anne</td><td></td></th<>	1014 Sp	ecific Skilled Stylist - after 5 years		445.92	3 455 8 3	æ			ч		31.80	œ	ŧ. :	146.76			anne	
uly one of the following: Braiding. R 1592.48 + 1592.48 + 1483.90 R 25.42 R 148.00 R 20.70 R 20.70 R 95.55 R 95.55 R 24.78 R who one of the following: Braiding. R 1572.09 A 1559.48 H 1443.90 R 25.42 R 148.00 R 21.74 R 100.32 R 95.55 R 24.78 R who one of the following: Braiding. R 1553.48 + 1553.38 R 1433.90 R 25.42 R 148.00 R 25.70 R 21.74 R 100.32 R 20.32 R 24.78 R	1016 Sp			563.56	2.42.54 5	¥			æ.		33.3	æ		153.81		1 8		and some of the second
aly one of the following: Braiking, aly one of the following: Braiking, R 1.153.13 & 4.556.16 R 1.143.90 R 25.42 R 1.46.00 R 21.174 R 1.00.32 R 1.00.32 R 20.32 R 20.32 R 2.0.32 R 2.	1000 PI2	ylist - doing only one of t		592.48	3,355,5	æ			65		20,71	æ		95.55	Outcome - residence - result	¢ v		
bly one of the following: Braiding, R 1,753,23 2 4,556 26 R 1,433,50 R 25,42 R 1,65,00 R 23,70 R 737 a 10 100 100 100 100 100 100 100 100 10	1002 Pti	niy one of 1		672.05	5 050°E	a:				8	16.16	a		CE VUI	p			
	Sp 1004 Pt	aly one of t						-	4	4 00	ST CC	4	0			419	1 01.42	An agent and a second second second

Approved: Chairperson: P Matjebe Date: 01 June 2023

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**ANNEXURE "H13"** 

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

	EOHCB Subscriptions  See Annexure C	See Annexure C										
	Bargaining Levy See Annexure C	See Annexure C										
Wart Code	Work Code Description	<ul> <li>- gradięż Schiza Suka - organio Panida and Pension Panida and Cókurdi Fees.</li> </ul>	Inc. 2003 Ministrum Inc. 2003 Ministrum Wings - no. Sire Cole 2003 Weekly Ran Other - Ministrum Other - Ministrum	2023 Weekly Rate	2023 Maurity Rater - 45h/Per webok	2023 Union Foet	<ul> <li>BC Fee E8 - Salon</li> <li>BC after Nov(7, -1.3%</li> <li>of Contributing Wage</li> </ul>		<ul> <li>M. Fabe EE - Subort 2023 Nylifoxual Principal 2023 Nutlional Principal States Bio, Alther Manu27 - 1255, Fabel (ptg. Fabel (ptg. of Coordinating Wage; Coordinating Wage</li> </ul>	2023 National Centors Fame (255)- Contributing Wage	20023 Nextionel SPF Employer based on Mitsimuts Wege	2023Nictional SPF Employee hased an Mithean Wago
208	2089 Working Employer (in Salon with Staff)	R 6,662.33 R	R 6,662.33 R	R 1,537,47 R	R 34.17						4000 0	
	. NOTES											
	CASUALEMPLOYEE	An employee who substitutes for any permanent employee who is sick or on kave Remuneration / Basic Sahay / Wages shall be raloulated at the prescribed HOURLY	ibstitutes for any pe 'c Salary / Wages sha	tranent employet Il be calculated at 1	e who is sick or a the prescribed H	to leave	An employee who substitutes for any parmanent employee who is sick or on kawe Remuneration / Basic Salary / Wager shall be calculated at the prescribed HOURRY rate for that rateaeou of employment	ovment			en son of the second	
		An employee who works 2 or 2 or 3 or 4 days per week	rocks 1 ar 2 ar 3 ar 4	days per week							And and a second s	
	BART THAK FLADI AVET	Remuneration / Bas	ic Salary / Wages sha	il he calculated at	the prescribed H	DURLY rate for	Remoneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	loyment ·				
		Should the Council 1	tot receive the lower	- catculated safary f	from the Employ	er (Salon owner)	), then the salary of ti	he Full Time position t	Should the Council not receive the lower catoriated safary from the Employer (Salon owner), then the safary of the Full Time position for that Job Category will apply.	tli appiy.		
		If received, then the	deductions will be c	hanged according	y to the lower at	mount for the ac	tual amount of days	worked and not the fu	if received, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked, and nut the full amount of days worked.	red.		
	WORKIDNG EMPLOYERS	Contributions for a l	Contributions for a Working Employer (Work Cade 2089), is vokantary for 5PF from 1 January 2017	Vork Cade 2089), ñ	s voluntary for Si	PF from 1 Januar	ry 2017					
	PENSION FUND	Pension Fund Contro	butions to be paid b	y ali Employzes wi	li be 6% of the B	asic Salary of the	t Employee. Contribu	ficens eavable by all Fi	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employees. Contributions coupled by all Employees all he 6% of the Basic Salary of the Employees.	the Barie Calore of the	Cumbrate	
	DAILY RATE CALCULATION	Basic Salary / Wage	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day	vided by 45 = HOU	IRLY Rate multipi	by by hours work	red on the day			NUT IN A VALUE AND AND AND	Son Entreto	
		BC = Bargaining Council	nál				**************************************				Williams you want the second	
		EE = Employee										
	ABBREVIATION DESCRIPTIONS	ER = Employer										
		SBF = Sick Benefit Fund	and									
		SPF = Seck Pay Fund										
	LEARNERS	Learners to also inc	Learners to also include any apprentices									
	LINDON FEE / AGENCY FEE	Union Members: U	nion Fee equates to	R 148.00 per mont	th per member.	For members wi	ho join UASA after th	e age of 60, the Union	Union Members: Union Fee equates to R 246.04 per month per member. For members who join UMSA after the age of 60, the Union Fee equates to R 121.06 per month per member [Excluding the funeral beself].	10 per month per mem	rber (Excluding the fu	nersi benefit)

Approved: Chairperson: P Matjebe Date: 01 June 2023

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

UNION FEE / AGENCY FEE

J. Marca

ANDURO CO

	REMUNERATIONIBASIC SALARYWAGE AND CONTRIBUTION SCHEDULE HARDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING THE ENTIRE LIMPOPO PROVINCE - WORKING 45 HOURS	ID CONTRIBUTION 5	SCHEDULE	HAIRDRESSING COSMETOLOGY E PROVINCE - WORKING 45 HOURS	NG COSME WORKING	45 HOUR	BEAUTY AND	O SKINCARE	for divisio	N 116 BEING	THE ENTIRE	LIMPOP
	· EOHCB SU	EOHCB Subscriptions See Annexure C Barzaining Levul See Annexure C										
Work Code	West Cole Recription	Jun, 2028. Salarry- Contribution Wage - Paration Purid and Council Pasić	Line 2023 Materination 1974 Bar 506 calls only	2023 Weekly Rata	2023 Hoarty Rate - 45h/Par week	2023 Union Foo	* HC Fae ER - Salon Reg after Nout7 - LASS of Contributing	* BCFan ES - Salor Rigg after Hov/J7 - 1.3% of Contributing Winge	2023 Matternel Penniou Fund (EK). Controlluting Wage	-2022 Marianal Presider Yond (EU - Contributing Wage	2003 National spr Employer bused on Minimum Wage	E 2023 Rantional SPF Replicines traped on Minicipality Wage
3085	3089 Aesthetic Therapist	R 7.822.23	R 7822 23 8	R 1 805 14	R 4011	0 148 CM	2 101 CO					
2002	2002 Barber - Traince			1	25.43	14B OD		APTOT 0	×	8	×	1 8
2004	2004 Barber - Junior	R 3,430.74	*		-	148.00		-	100 JOE 64	R a		
200	2006 Barber - Senior		-		R 29.05	R 148.00		Contraction of the local division of the loc		5 00	2/-67 N +0/07	
SUS	3036 Beauty Technologist - Unqualified 3034 Reauty Technologist - Auslified	R 1,521.54 R	R 4,956,86 R	1	<b>EC.</b> 0	148.00			æ			2 22
3021	3020 Beauty and Skincare Theranist - Unovalified		-	-	2472 N	148.00			æ	¥		
3014	3014 Beauty and Skincare Therapist			U2.541.1 N	K 25.42	1		2	8	R	0 R 24.78	
302	3022 Salon Assistant		-		R 25.42 R	148.00	R 53.81	R 53.81	*	8		
4031	4038 Drybar Worker		-			148.00		2 0	×	ac a	~	22
201	2010 General Assistant	R 2,445.92	15		25.42					x		
201	2012 General Assistant after 5 years		24		-	1					8	
201	2014 General Assistant after 10 years	R 2,689,51	採		æ		and the second se	. 05	- 2	11.9CL N 1	×	
202	2020 Hairdresser - 1st year after qualified		DK.	-	æ	R 148.00	R 64.44	æ		. 00	24.72 V 74.72	
	2022 Hairdresser - Qualified	1	*		-	R 148.00 R					2 02	r a
and and	2025 Mandresser - Quanned - aner 5 years 2025 Miliotecor - Dunked - Ban 40	Î	n: :	1	~		8	8	8 R 419.64	R		- Andrews
2002	2006 I FADREP - CUARTIEL - AMEL 10 YEARS	K 1,328,91	2. 4	f	8	1	R 95.28	R 95.28 R	3 R 439.73	3 R 439.73	æ	4.000
102	2048 (EARNER - Level 2		A 22.7024 X	R 382.55 R					R	В.		
205	2050 LEARNER - Level 3	entrie viewes. Namenautrie is singled in children mean		1	A DULL R	N 148.00 R				R.	I	
203	2052 IEARNER - Level 4	R 3,230.30	er.	1		1	R A1 00	A1 00 14		R	R	
406	4000 STUDENTS - Entry Level		8	-	æ		R	= a	TR'CAT U	K 193	~ ~	N R
	4001 STUDENTS - Module 2 (Level 1 & 2)	,	a 3.215.23 8	R 765.06	~	13	. 8		8	-	×	
404	4002 STUDENTS - Module 4 (tevel 3 & 4)	2 * ***** to 2 ** 2 ********************	*	1	~	1	8	R	8			
404	40US STUDENTS - Module 6 (Level 5 & 6)		-4		86		R 41.99	R 41.99		1. 8 193.81	11 R 37 30	
200	busc Manager - Beauty	1	54	- International Property in the second se			æ	8	<b>e</b>	8	. 8	
300	2000 (Mattelser - Mattelses) 2069 (Managar - Matelaneron albar E tonar	1	-				R	R 93.28	8.		R	
	2004 (Manager - Nationesser after 2 years	K 1,5/5.28 R						R		æ	8	diam.
	2030 Manaret - mily (Beanty Frishmant)	X 1547/1 4	z z				-	R		463.47 R 463.47	8	
102	2054 Manaser - only (Hairdressine)		0 0.000 1 0 0					R			æ	24.78 R
205	2056 Manager - only [Hairdnessine] after 5 years		-		* •	1		æ	And		æ	
202	2058 Manager - only [Hairdressing] after 10 vears		. 12	50.714/T VI	2 4		R	R			R	30.51 R
Ŕ	3040 Nail technician - Unqualified		12	1	A 26.26 N	N 148.00	R	~	A COMPLETE A	and the second se	R	
ĝ	3084 Nail Technician - Certified	-	4		-	c a	D 21 CA	2	2	rahillin Visaroyili Jawa	R	24.78 R
R	3038 Nail technician - Qualified			œ			8	2 00	× 8	120 35 B 120 35		24.78 R
é	3088 Massage Therapist - entry level	R 2,461.90	12 0 25.86	a 00 EV1 1 8				Contraction of the second			×	/8 H

Approved: Chaitperson: P Matjebe Date: 01 June 2023

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FOUNCE - WORKING 43 HOURS         FOUNCE - WORKING 43 HOURS         FOUNCE - WORKING 43 HOURS <ul> <li></li></ul>	ete bete de Maark Code Description Bang Bang Bang Bang Bang Bang Bang Ban	scriptions See Ann aining Levy See Ann		<u>م</u>										OPUPO
Instrumentation         Constrained (constrained)         Constrained (constrained) <thconstrained)< th="">         Constrained         &lt;</thconstrained)<>	Wart Cate Description Massage Therapilst	Juling Levy See Ann		•	ROVINCE .	WORKIN	G 45 HOU	RS						
Match characteries         Match c	Work Cole Description Massage Therapilst		exure C											
Instruction         Description         Section for the field of the	Massage Therapist													
R         4/507/38         R         1/4439         R         2/400         R </th <th>0087 Massage Therapist</th> <th>Jum žiznas Contributik - Petension F - Potension</th> <th></th> <th></th> <th>ntial yiken Wi 2002</th> <th>2023 Historiy Batis - 45h/Peet week</th> <th>ZQ28 Union, Fo</th> <th></th> <th></th> <th></th> <th>2028 National Persion Ford (EU) - Distriction Viage</th> <th>2021 Martionzal Persolon Runod (EEE) - Cantribucting Wager</th> <th>2025 National SUF Employer Stated on Mémimum Wage-</th> <th>2023 National S Employee based</th>	0087 Massage Therapist	Jum žiznas Contributik - Petension F - Potension			ntial yiken Wi 2002	2023 Historiy Batis - 45h/Peet week	ZQ28 Union, Fo				2028 National Persion Ford (EU) - Distriction Viage	2021 Martionzal Persolon Runod (EEE) - Cantribucting Wager	2025 National SUF Employer Stated on Mémimum Wage-	2023 National S Employee based
R         32470         R         32470         R         32400         R		1	4 99 53	4 are no					_					
R         4,500.16         R         4,343.06         R         5,32.1         R         4,32.2         R         3,34.6         R         3,43.6         R         3,43.6 </td <td>uperator - Inainee</td> <td></td> <td>1 00.100 th</td> <td>00'00'5'%</td> <td></td> <td>-</td> <td></td> <td>R</td> <td></td> <td>1 36.92</td> <td></td> <td>*</td> <td>H</td> <td>4</td>	uperator - Inainee		1 00.100 th	00'00'5'%		-		R		1 36.92		*	H	4
R         4/36/26         R         3/26/26         R         3/26/26 <th< td=""><td>D68 Operator</td><td></td><td>4 94.00</td><td>0000 04</td><td>1</td><td></td><td></td><td>æ</td><td>2.22 R</td><td>42.22</td><td></td><td>8</td><td></td><td>2 0</td></th<>	D68 Operator		4 94.00	0000 04	1			æ	2.22 R	42.22		8		2 0
R         4/26/11         R         4/26/21         R         4/26/21         R         4/26/21         R         2/26/21         R         2/27/21         R         2/27/21 <th< td=""><td>072 Operator - after 10 years</td><td></td><td>A 22 000</td><td>A and he he</td><td></td><td></td><td>-</td><td>R</td><td>8.51 R</td><td></td><td></td><td>and the second se</td><td>8</td><td>4 0</td></th<>	072 Operator - after 10 years		A 22 000	A and he he			-	R	8.51 R			and the second se	8	4 0
N         V-VLORD         N         V-VLORD         N         VLORD         N	070 Operator - after 5 years	ł	4 17 24	Sauces	1		~	×					a	4
R         5-324561         R         7.4359         R         2547         R         2374         R         2374         R         2374         R         2375         R         2355         R         2356         R         2357         R         2356         R	074 Operator - Multi skiljed	1		39'898'6	1,143.90	~	~	æ		61.44			a	* 0
R         -5/46/21         R         -2/45/21         R         -2/45/21 <t< td=""><td>076 Operator - Multi skilled - after 5 years</td><td></td><td></td><td>22'BCL'S</td><td></td><td>*</td><td>~</td><td>8</td><td></td><td></td><td></td><td></td><td>4</td><td>-</td></t<>	076 Operator - Multi skilled - after 5 years			22'BCL'S		*	~	8					4	-
R         4756/3         R         3456/3         R         3457/3         R<	078 Operator - Multi skilled - after 10 vears			Contract	1.279.08	~	~	æ				8		z a
R         4,505.01         R         545.05         R         2456.05         R         2457.05         R         2456.05         R         2456.05         R         2457.05         R         2456.05         R         2456.05         R         2457.05 <th< td=""><td>042 Receptionist - Beauty Establishment</td><td></td><td></td><td>4 00 0 00 0 F</td><td>L</td><td></td><td>~</td><td>8</td><td>5.47 R</td><td>75.47</td><td></td><td>8</td><td></td><td>- 0</td></th<>	042 Receptionist - Beauty Establishment			4 00 0 00 0 F	L		~	8	5.47 R	75.47		8		- 0
R         4.566.6         R        436.9         R         -64.4         R         64.4         R         -266.6         R         266.5         R         266.5         R         266.5         R         267.4         R         247.4         R         247.4         R         247.8         R         247.8         R         247.4         R         247.3         R </td <td>032 Receptionist - Hairdressing salon</td> <td></td> <td></td> <td>A DYG BE</td> <td>í</td> <td></td> <td>1</td> <td></td> <td></td> <td>62.01</td> <td></td> <td>8</td> <td></td> <td>= 0</td>	032 Receptionist - Hairdressing salon			A DYG BE	í		1			62.01		8		= 0
1         R         4.956.66         R         4.446.00         R         6444         R         297.41         R         247.03         R         247.0	084 Receptionist - Hairdressing salon - after 5 years		356.86 m	2 075 26	1	1				61.89		8		-
R         4.3456.1         R         3.436.6         R         1.433.0         R         5.440.0         R         664.4         R         201.4         R         24.76         R         24.77         R         24.77         R         24.77         R         24.77         R         24.77         R         24.73         R         24.73 <t< td=""><td>086 Receptionist - Hairdressing salon - after 10 years</td><td></td><td>356.86 R</td><td>4.556.86</td><td></td><td></td><td></td><td></td><td></td><td>64,44</td><td></td><td>R</td><td></td><td></td></t<>	086 Receptionist - Hairdressing salon - after 10 years		356.86 R	4.556.86						64,44		R		
R         4,00.3         R         4,50.3         R         4,50.3         R         4,50.3         R         5,50.4         R         56.0         R         560.4         R         260.4         R         260.7         R         247.8         R </td <td>048 Somatologist 3 Years</td> <td></td> <td>345.61 R</td> <td>4.956.86</td> <td>1</td> <td></td> <td></td> <td>×</td> <td></td> <td>64.44</td> <td></td> <td>R</td> <td>8</td> <td>B</td>	048 Somatologist 3 Years		345.61 R	4.956.86	1			×		64.44		R	8	B
R         4,356.8         R         4,346.0         R         533.4         R         236.4         R         246.7         R         247.3         R         246.7         R         247.3         R         246.7         R         247.3         R         246.7         R         247.3         R </td <td>052 Somatologist B Tech - 4 years</td> <td></td> <td>A 35 TO</td> <td>4.936.85</td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td>56,49</td> <td></td> <td>æ</td> <td></td> <td>~</td>	052 Somatologist B Tech - 4 years		A 35 TO	4.936.85				-		56,49		æ		~
airs         R         23293         R         2456.6         R         344.6         R         203.4         R         233.3         R         233.4         R         233.3         R         233.4         R         233.3         R         233.3         R         233.3         R         233.3         R         233.3         R         23.3         R         23.3 <td>054 Somatologist - B Tech Laser</td> <td></td> <td>356.86 P</td> <td>4,956,65</td> <td></td> <td>1</td> <td>- 0</td> <td></td> <td></td> <td>29.90</td> <td></td> <td>æ</td> <td>œ</td> <td></td>	054 Somatologist - B Tech Laser		356.86 P	4,956,65		1	- 0			29.90		æ	œ	
ensy         R         2.445.9         R         2.445.0         R         2.445.0         R         2.445.0         R         2.457.6         R         2.456.7         R         2.456.7         R         2.456.7         R         2.457.6         R         2.457.8         R         2.457.6         R         2.456.7         R         2.456.7         R         2.457.6         R         2.457.6         R         2.457.6         R         2.457.6         R         2.456.7         R         2.456.7         R         2.456.7         R         2.457.6         R         2.456.7         R         2.473.8         R         2.460.0         R         2.456.7         R         2.460.0         R         2.46.7         R         2.46.7         R         2.46.7         R         2.47.3	012 Specific Skilled Stylist.		\$29.91 H	8,956,36			- 0	1	04.44 R	64.44		8	8	æ
Molecular         R         2,563.5         R         2,453.6         R         2,433.6         R         2,435.6         R         2,436.6         R         2,436.6         R         2,436.6         R         2,436.6         R         2,436.6         R         2,436.6         R         2,437.6         R         2,436.6         R         2,437.6         R         2,436.6         R         2,437.6         R         <	014 Specific Skilled Stylist - after 5 years		45.92 R	4,958,86		1			80.49 R			æ	R	H
No care of the following: Braiding.         Image: state of the following: state of the following: Braiding.         Image: state of the following: state of the following: state of the form of the state of the following: state of the f	016 Specific Skilled Stylist - after 10 years			\$ 955,86		1						æ	8	
No one of the following: Bariding.         I. 1.52.48         R         2.6.2         R         2.6.7         R         2.7.79         R         2.7.79         R         2.7.79         R         2.6.7         R	vlist - doing only one		-			=	4	E	-			R	æ	01
Arr over ure revenentes caratente.         1.477.03         R         4.556.38         R         1.443.00         R         24.174         R         21.74         R         20.02         R         24.78         R           Abrone of the following: Baldidue.         R         1.572.03         R         1.433.00         R         24.174         R         20.022         R         24.78         R         R         24.78         R         24.79         R         24.73         R	sdiet doine only and	æ	592.48 #	\$,958,86		65	æ	œ	0.70 R			4		
By one of the following: Brailding,	ano Ant	4	5 EU CL3	a cro cui							TO MANAGEMENT	-	×	8
M Safrift         R         5/23-24         I	Specific Skilled Stylist - doing only one of the following: 8 004 Plattine. Cutthe after 10 vans	-	-		1	*	æ	8			and the second second		R	R
DYEE         An employee who substitutes for any permanent employee who is circ on heave         R = 99.94         R = 99.94           DYEE         An employee who substitutes for any permanent employee who is circ on heave         R = 99.94         R = 99.94           LOYEE         Remuneration (Basic Salary / Wages shall be colculated at the prescribed HOURLY rate for that category of employment.         R = 99.94         R = 99.94           LOYEE         Remuneration (Basic Salary / Wages shall be rescribed HOURLY rate for that category of employment.         R = 99.94         R = 99.94           LOYEE         Remuneration (Basic Salary / Wages shall be rescribed HOURLY rate for that category of employment.         R = 99.94         R = 99.94         R = 99.94           LOYEE         Remuneration (Basic Salary / Wages shall be rescribed HOURLY rate for that category of employment.         R = 99.94         R = 99.94         R = 99.94           LOYEE         Remuneration (Basic Salary / Wages shall be rescribed HOURLY rate for that category of employment.         R = 99.94	2089 Working Employer (in Salon with Staff)	:	1 52 52	1		<b>e</b>	R	8		22,79	-		~	
	NOTES	1	-	1		×			-					
	CASUAL EMPLOYER	An empk	ryee who s	ubstitutes for a	MV Decmanent on	ndinuea utin io	seich ar an la	And a second						
		Remune	ration / Bas	ic Salary / Wa	ges shall be calc	ulated at the p	rescribed HOI	ave JRLY rate for th	tat estanor	The second second second second				
		An emple	vee who v	orks 1 or 2 or	3 or 4 days per w	reek			Manton Int	Uniter the state of the state o				
	PART TIME EMPLOYEE	Remune	ration / Bax	ic Salary / Wa	ges shali be calc	ulated at the p	Intescribed HOI	URLY rate for th	hat catego	ry of employment				
		If received 1	18 Council of then the	not receive the	hower calculater	salary from t	he Employer (;	Salon owner), th	hen the sai	lary of the Full Tir	ne position for the	t Job Category will :	anniv	
	WORKING EMPLOYERS	Contribut	incle for a l	Votine Emile	In the crialiged ac	condity to th	e lower amous	nt for the actual	amount of	days worked and	1 not the full amou	int of days worked.	- Calaba	

Approved: Citairperson: P Matjebe Date: 01 June 2023

PENSION FUND DAILY RATE CALCULATION

Persicin: Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions pulyable by all Employees will be 6% of the Basic Salary of the Employee. Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day

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1	REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING THE ENTIRE LIMPOPO PROVINCE - WORKING 45 HOURS	RIBUTION	SCHEDULI	PROVINCE	SING COS	HAIRDRESSING COSMETOLOGY I PROVINCE - WORKING 45 HOURS	BEAUTY A	ID SKINCARE	FOR DIVISIO	N 116 BEING 1	HE ENTIRE LI	Ododw
1	EOHCB Subscriptions See Annexure C	See Annexure	c									
1	Bargalning Levy  See Annexure C	See Annexur	J									
1	Work Cash Dwarfetica	<ul> <li>Yralež Salav</li> <li>Naslon, Fund</li> <li>Picaslon, Fund sad</li> <li>Doundi Fiest</li> </ul>	Lin 2038 Mentaum Haige - for SPP Carlo oily	2023 Wenkick Bete		2023 Hourty 2023 Hourty Kata - 426//Per - 2023 Union Free wreek	* R.C.Fas (B Salor Bag after Houtz- 1.3% of Contributing Wage	, " BC Fee EE - Salar Reg after Nov(1) - E 1.256 of Contributing When	2023 National Pension Eurol (E0) - Contributing Wage	iamaitett 1202 - (33) Inned Anken Page Wager	2023 Maticumi Sty- Estishings bared on Minimus Wage	2003 Hetjami SPF Employee besud an Affenimen Wage
1	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SBF = Sick Benefit Fund SPF = Sick Pay Fund	ng Council e ar arefit Fund ay Fund							an Anno 1999 - Anno 1	-	
5	LEARNERS	Learners to a	Learners to also include any apprentices	oprentices								
	UNION FEE / AGENCY FEE	Union Membe Non- Union M	<del>s.</del> Union fee <del>e</del> qui mbers: Non-Unio	tes to <b>R 148.00</b> pe 1 members pays a	month per mer Agency Fee eq	ubet. For memiaen sei to the Union m	: who join UASA afte smbership fees curr	Ution Members: Union fee equates to R 148.00 per month per member. For members who join UASA after the age of 60, the Union fee equates to R 121.00 per month per member (Excluding the funeral benefit) Non-Union Members: Non-Union members pais an Agency Fee equal to the Union membersitip feet currently & 148.00 per person per month but with no UASA benefits.	ion Fee equates to R. on per month but wit	121.00 per month per th no UASA benefits.	member (Excluding t	te funeral benefit)

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

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arse21685 \* -3A

REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUT	ND CONTRIBUTIO	N SCHEDUL	E HAIRDRE	RESSING COSMETOL WORKING 45 HOURS	METOLO	GY BEAUTY /	AND SKINCAR	E DIVISION 1	TION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS	MALANGA PRO	MGA PROVINCE -
EOHCB Sub	EOHCB Subscriptions See Annexure C Bargaining Levy See Annexure C	CC									
Work Description Mork Code Description	Jun 2023 Salary - Lontribution Wage - Pension Fausi and Conneil	Anti-2023 Antivirum Ways for SPF Calc only	2003 Weeking Rate	2023 Hourly Rate - 45h/Per 21 wreek	2023 Union Fee	* BC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee EE - Salon Reg after Nov1 1.3% of Contribuiting Wage		2023 Mational Pension 2023 Mational Pension Fund (EB) - Contributing Wage Contributing Wage	n 2023 National SPF Engloyer based on Minimum Wage	2023 National SPF Employee based on Mimimum Wage
3089 Aesthetic Therapist	R 7,822.23	R 7.822.23	R 1805.14	R 40.11 R	148.00	B 101 20	a				
2002 Barber - Trainee		DC.	2	25.42	148.00		AGTOT DA CO	×	8	R	в
2004 Barber - Junior	R 3,430.74	æ		25.42	148.00	and the second se	a	4 0	z	×	R
2006 Barber - Senior	R 5,664.96	a.	R 1,307.31	29.05	148.00		8	- 62	339.90 R 220.04	124.78 CCOL 24.78	2 0
3036 Beauty Technologist - Unqualified		8	R 1,143.90	25.42	148.00	R 19.78		R	. ~	a	10 20 20 20 20 20 20 20 20 20 20 20 20 20
3034 beauty lechnologist - Qualified		2	R 1,143.90	Street Contractor	148.00	R 64.44 R	and all other statements and the statements of the	R	R	+	2
3014 Beauty and Skincare Therapist - Unqualified	1	a: 1	1,143.90	25.42	148.00		L R 48.21	R	R	8	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
21 Color A Silu Skincare Inerapist		2		25.42	148.00	R 53.81	R	R	æ		
3022 Salon Assistant Ante budar Madar	R 2,848.65	2	1,143.90		148.00		R	R	R	R	R
40.15 Drypar Worker		3			148.00		R	R	R	. 8	c a
2010 General Assistant	1	8	1,143.90	25.42	148.00		0 R 31.80	R	R	~	-
2014 General Assistant after 10 years	PC:90C/2 N	R 4,955.86	R 1,143.50	25.42	148.00		R	R	-	R	R
2020 Hairdresser - 1st year after gualified	1	2 4	A 142-00 A	24.02	148.00	×	8	В	В	7 R 24.78	R 24.7
2022 Hairdresser - Qualified			: @		148 00	D 00.01	X	8	8	R	×
2024 Hairdresser - Qualified - after 5 years		-	. ~		148.00	u a	×	K	R	f.,	R
2026 Hairdresser - Qualified - after 10 years	R 7,328.91	~	æ	37.58	148,00	8	2 2	919 N 20.22 A20	2	2	R 34.5
2046 LEARNER - Entry Level		8	æ	R 8.50	148.00	R	. 8	4 0	433./3 K 439./3	2	R
2048 LEARNER - Level 2	more menue, californi mananaganchan dire of contamigana-accorporations		-	17.00		R -	R	R	. B	R 16.58	K 8.2
2020 LEARNER - LEVEL 3	1	a.		26.21		and a state of the	R		- R -		8
4000 STUDENTS - Entry I evel	1 K 3/230.10	N CONSTRACTION N	1	R 38.25		R 41.99	R	41.99 R 193	193.81 R 193.81	R	R
4001 STUDENTS - Module 2 (Level 1 & 2)	a na	0 2257 V	CC.202 1	N 8.5U	-	R	R	- R	R		R
4002 STUDENTS - Module 4 (Level 3 & 4)	an and a stransmission and an		4	- 0	140.00 K	¥	8	R	R		В
4003 STUDENTS - Module 6 (Level 5 & 6)	R 3,230.1(	25	8			R A1.00	2 0	K	R	В	
3032 Manager - Beauty		1		-		an and the statement of the statement of the	a	00 10 D 01 10	X	11 R 37.30 R	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2060 Manager - Hairdresser	R 7,021.8	1		-	5		4	2 0	×	R	
2062 Manager – Hairdresser after 5 years	í.	1	i	R 37.81 B	5	Promote the publication		× •	K	8	R
2064 Manager - Hairdresser after 10 years	R 7,724.57	-	ł	-		CV UV1 8		×	R	R	R
3030 Manager - only (Beauty Establishment)					R 148.00 0	Contraction and the second second		K	K	R	B
2054 Manager - only (Hairdressing)		÷	į –	8 70 00 B	1		X			Я	æ
2056 Manager - only (Hairdressing) after 5 years	R 6,122.2	0 * 5.127.20 R	1	R 31.40 R	- Aller	B/-C/ B/-C/ B/-C/	A Manager of the second	and the statement	and service from device	R	¢.
2058 Manager - only (Hairdressing) after 10 years		1		-	and the second second			- Afreetonia	R	R	¥
3040 Nail technician - Unqualified		1		CV 2C 8				In Indext Council	K		R
3084 Nail Technician - Centified			. a	74 36			X	X	8	в	в
3038 Nail technician - Oualified	1 DC8 C 8	4	-	20.44	n Artist - An	Z	R	R	146.01 R 146.01		æ
3038 Massage Therapist - entry level	R 2.461.90	1	< 6	24.02	D 140.00	16.91 Store	R	36.91 R 17	170.35 R 170.35	Я	ш
1 10 10 10 10 10 10 10 10 10 10 10 10 10	ĵ.			24.67			*	~	7.71 R 147 71		4

STAATSKOERANT, 24 NOVEMBER 2023

COUNCIL
1.
BARGAINING

**ANNEXURE "H15"** REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS

Application         Control of the control         Control of the contin         Control of the control				-						And a subscription of the	THE REAL PROPERTY IN A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPER	No. of Concession, Name of Street, or other Designation, or other	And in case of the local division of the local division of the	Wednesdowner a completion and an international	And a second second descent and a second	and the second se	A CONTRACTOR OF THE OWNER
Matcheller         Matchel	And and a second s	Bargaining Levy	See Annexu	Ire C						Water or a series of the serie	an and a second s						
Image: constraint of the															And Announcement of the Announ		The second
Image: constraint of the state of	Work Code	Work Code Description	Jun 2023 Salah Contribution Wage - Penisid Fund and Court Fees		znza n Stage - 200 Cate only		2023 Hourly Rate - 45h/Per week	2023 Union Fee		and the second	C fee EE - Salon Reg er Nov17 - 1.336 of ontributing Wage	2023 Nation: Fund (t	al Pension 2 R}- g Wage	023 National Pension Fund (EE) - Contributing Wage	2023 National SPF Employer based on Minbruen Wage	2023 Na Employe Minimi	tional SP e based o m Wage
Image: state in the s	3087 Massage	Therapist		ď	-			4	9					and the second			
The state         Image: state <td>2067 Operator</td> <td>- Trainee</td> <td>2747</td> <td>000</td> <td>DEG RE D</td> <td></td> <td></td> <td></td> <td>2 4</td> <td>_</td> <td>59.38</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>24.</td>	2067 Operator	- Trainee	2747	000	DEG RE D				2 4	_	59.38						24.
R         4,365/6         R         1,432/6         R         243/6         R         255/6         R         246/6         R </td <td>068 Operator</td> <td></td> <td>4 500</td> <td>. 4 9</td> <td>0 30 920</td> <td></td> <td>-</td> <td>~</td> <td>X</td> <td>-</td> <td>42.22</td> <td></td> <td></td> <td></td> <td></td> <td><u></u></td> <td>24</td>	068 Operator		4 500	. 4 9	0 30 920		-	~	X	-	42.22					<u></u>	24
R	077 Onerator	» after 10 voare	-		V DEVOCA			×	R		58.51	æ				<u> </u>	24
R         4/266/1         R         3/266/1         R         1/46/3         R         5/43/3         R         2/33/3	070 Operator	- 2ftar C usare	7474	22 22	H 40'0CE			~	R	5	64.35	Я				4-	PC PC
No.         No. <td>OTO Operator</td> <td>- 01.01 J 201.0</td> <td>07/*</td> <td>X II</td> <td>350.86 K</td> <td></td> <td></td> <td>~</td> <td>R</td> <td></td> <td>61.44</td> <td></td> <td></td> <td></td> <td></td> <td>4-</td> <td>24</td>	OTO Operator	- 01.01 J 201.0	07/*	X II	350.86 K			~	R		61.44					4-	24
S         S	We operator	- Wurd Skiled			956.86 R			×	R		64.44			and a second sec		-	
Instant         R         5/56/34         R         2/97/1         R         7/54/7         R         7/54/7         R         2/97/1         R	N/O UDBIATOL	- iviuiti skilled - after 5 years		65 R	.542.65 R			æ			72.05	harres		1	And a second sec		74
min         R         4/350/31         R         4/356/36         R         1/14/39         R         5/42/3         R         6/32/3         R         2/35/36         R         2/35/36         R         2/37/3         R <t< td=""><td>U/8 Operator</td><td>- Multi skilled - after 10 years</td><td>5,805.</td><td>34</td><td>805.34 R</td><td>1,339.70</td><td></td><td>8</td><td></td><td>1 ann</td><td>75.47</td><td></td><td>and the state</td><td></td><td></td><td></td><td>17</td></t<>	U/8 Operator	- Multi skilled - after 10 years	5,805.	34	805.34 R	1,339.70		8		1 ann	75.47		and the state				17
R         4,700.21         R         4,700.22         R         4,141.30         R         6,136         R         2,456.4         R         2,470.4         R         2,473.6 <t< td=""><td>U42 Reception</td><td>nist - Beauty Establishment</td><td>-</td><td>78 R</td><td>,956.85 R</td><td>1,143.90</td><td></td><td>~</td><td>R</td><td>-</td><td>62.04</td><td></td><td></td><td>Statement ( and only 1 where a</td><td>**************************************</td><td>_</td><td>22</td></t<>	U42 Reception	nist - Beauty Establishment	-	78 R	,956.85 R	1,143.90		~	R	-	62.04			Statement ( and only 1 where a	**************************************	_	22
R         4,356.56         R         4,356.56         R         1,433.00         R         2,430.0         R         2,436.0         R         2,436.0         R         2,436.0         R         2,436.0         R         2,436.0         R         2,436.0         R         2,437.0	UB2 Receptio	nist - Hairdressing salon	- 1	œ	356.86 R	1,143.90		æ	have	3	61 89	James		A DESCRIPTION OF THE OWNER OF THE	2 4	-	57
R         4.956.86         R         1.143.90         R         5.64.9         R         2.97.41         R         2.97.41         R         2.97.41         R         2.47.8         R         2.47.9         R         2.47.9         R         2.47.9         R         2.47.8	084 Receptio	nist - Hairdressing salon - after 5 years		~	,955,86 R			2			64.44	Ann		the Doole and the second data	2 0	_1_	2
4 Versity         R         4,345.61         R         1,345.00         R         3,345.61         R         4,345.61         R         3,435.61         R         3,435.61         R         3,435.61         R         3,437.61         R         <	086 Receptio	nist - Hairdressing salon - after 10 years		07	,556.86 R	1,143.90		æ	france	1_	54.44	- in			×		ñ
R         4.607.35         R         4.143.90         R         2.44.0         R         5.9.90         R         2.764.4         R         2.64.73         R         2.47.8         R           Prenss         R         4.956.66         R         1.143.90         R         2.46.00         R         2.764.4         R         2.47.8         R	048 Somatol	ogist 3 Years		<b>E</b>	,956.86 R	1,143.90		l œ		-	07.72	44/100		and the second second second second	R	-	2
R         4.356.86         R         1.443.90         R         25.42         R         1.480.0         R         27.44         R         27.44         R         24.78         R           1.5 Years         R         2.359.31         R         4.956.86         R         1.443.30         R         55.42         R         1.483.00         R         25.44         R         24.76         R         24.78         R           1.0 Years         R         2.553.58         R         1.443.30         R         25.42         R         1.480.0         R         23.33         R         1.39.79         R         24.78         R           g only one of the following: Braiding.         R         1.559.48         R         1.443.30         R         25.42         R         1.443.00         R         24.78	052 Somatold	ngist B Tech - 4 years	4,607.	35 8	,956 86 R	1,143.90		R		. £	C+'00			STATE AND A STATE OF A	8		2
effer 5 years         R         2.329.9         R         1.443.90         R         2.443.00         R         2.443.00         R         2.474.1         R         2.474.3         R         2.47.3         R         2.43.3         R <td>054 Somatol</td> <td>ogist - B Tech Laser</td> <td></td> <td>q.</td> <td>,356.86 R</td> <td></td> <td></td> <td>a</td> <td></td> <td>-2</td> <td>06.60</td> <td>man</td> <td>-</td> <td>The subscription</td> <td>R</td> <td></td> <td>2</td>	054 Somatol	ogist - B Tech Laser		q.	,356.86 R			a		-2	06.60	man	-	The subscription	R		2
R         2,445.92         R         4,956,66         R         1,143.90         R         2,542         R         3,302         R         1,39,79         R         1,39,79         R         2,4,78	012 Specific 5	tkilled Stylist		26	956.85 R				-	uni-	14.44		-	PARTIN TOTAL CONTRACTOR	¥		2
R         2,563.58         R         3,966.56         R         1,143.90         R         25.42         R         146.76         R         146.76         R         24.78         R           of the following: Braiding.         R         1,592.46         R         1,143.90         R         24.78	014 Specific 5	tkilled Stylist - after 5 years		04		1 142 00		-	-		30.29	ante				LAUN	Ň
of the following: Braiding         R         153.24         R         113.381         R         153.381         R         133.381         R         133.381         R         133.381         R         133.381         R         133.381         R         133.381         R         133.381 <th< td=""><td>.016 Specific 5</td><td>ikiled Stylist - after 10 years</td><td>2.563</td><td>12</td><td>ufane.</td><td>1 142 00</td><td></td><td>- 0</td><td>refor</td><td></td><td>31.80</td><td></td><td></td><td>And and a second se</td><td>æ</td><td></td><td>5</td></th<>	.016 Specific 5	ikiled Stylist - after 10 years	2.563	12	ufane.	1 142 00		- 0	refor		31.80			And and a second se	æ		5
R         1,592.48         R         -1,592.48         R         1,413.90         R         25.42         R         148.00         R         20.70         R         95.55         R         24.78         R           of the following: Braiding,         R         1,672.03         R        035.505         R         1,443.90         R         25.42         R         148.00         R         21.74         R         100.32         R         24.78         R           R         1,672.03         R        055.56         R         1,443.90         R         25.42         R         148.00         R         21.74         R         100.32         R         24.78         R           R         1,552.33         R         1,443.90         R         25.42         R         148.00         R         21.74         R         100.32         R         24.78         R           R         6,665.33         R         1,443.90         R         25.42         R         148.00         R         22.79         R         100.32         R         24.78         R           Vite         An employee who substructer for any permanent employee who a sick or on leave         22.79         R<	Specific 5	skilled Stylist - doing only one of the following: Braiding.	10011	-		DC-CHT'T		×	-	-nd-	33.33		-		R	1	2
If the following: Braiding,         R         1,672.03         C	000 Platting,	Cutting		48 5	constanting	1,143.90		œ			02.02	mu wated			1		
Art the following:         R         A.0.7.2.05         R         1.143.90         R         25.42         R         148.00         R         21.74         R         100.32         R         24.78         R           R         6.660.33         R         1.537.47         R         148.00         R         22.79         R         100.32         R         24.78         R           VE         R         6.660.33         R         1.537.47         R         148.00         R         22.79         R         105.19         R         24.78         R           VE         An employee who substitutes for any permanent employee who is sick or on leave         22.79         R         22.79         R         105.19         R         24.78         R           An employee who substitutes for any permanent employee who is sick or on leave         22.79         R         22.79         R         22.79         R         24.78         R         99.94         R         8.95.65         8.143.50         R         24.37         R         24.37         8.666         24.37         R         24.36         R         24.37         R         24.36         R         24.36         R         24.36         R         24.37 <td>Specific Specific</td> <td>Skilled Stylist - doing only one of the following: Braiding, Othion after 5</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td><u>i</u></td> <td>- law -</td> <td></td> <td>and the second second</td> <td></td> <td>and the second se</td> <td>×</td> <td></td> <td>~</td>	Specific Specific	Skilled Stylist - doing only one of the following: Braiding, Othion after 5							<u>i</u>	- law -		and the second second		and the second se	×		~
Note       1,753.23       R       1,05.19       R       105.19       R       105.19       R       24.78       R         VE       An employee who substitutes for any permanent employee who is sick or on leave       34.17       R       22.79       R       105.19       R       105.19       R       24.78       R         VE       An employee who substitutes for any permanent employee who is sick or on leave       34.17       R       24.78       R       99.94       R       99.94       R       99.94       R       99.94       R       99.94       R       99.94       R       105.10       R       105.10       R       99.94       R       105.10       R       105.10       R       99.94       R       105.10       R	Snerific	Skilled Stylist - doing only one of the following Broiding	K 1,6/2	03 8	-,358.35 R	1,143.90	T ISSN	œ		21.74 R	21.74		100.32		æ		0
NE     An employee with substitutes for any permanent employee who is sick or on leave     Nat 22.79     R     22.79     R     105.19     R     20.5.19     R     24.78       VE     An employee with substitutes for any permanent employee who is sick or on leave     34.17     34.17     22.79     R     105.19     R     20.51.9     R     24.78     R       VE     An employee with substitutes for any permanent employee who is sick or on leave     An employee with substitutes for any permanent employee who is sick or on leave     27.79     R     20.79     R     20.54     R     29.94     R       Remuneration / Basic Salary / Wages shall be encluated at the prescribed HOURY rare for that category of employment.     An employee would store the lower calculated station for the scored HOURY rare for that category of employment.     R     99.94     R       OVE     Remuneration / Basic Salary / Wages shall be encluated at the prescribed HOURY rare for that category of employment.     R     99.94     R       For employee would the Council not receive the lower calculated station for the scored month.     R     105.19     R     20.79     R       For employee would the Council not receive the lower calculated station for the actual amount of the scored month on the full amount of days would apoly.     105.19     R     99.94       For out the council not receive the lower calculated statin from the actual amount of days worked.     105.1	1004 Platting.	Cutting after 10 years		2	of or or	00 14 4 4			10.00				-	And and a second se	(1777) An Andrewson I And -4 18	÷	-
Nr     Decode 35     Decode	2089 Working	Embruer (in Calon with Chaff)	-	1	N COOL	1,145.90	1.000	8	-+		22.79				æ		5
		MOTEC		×,	a, 552.33   R				a 10 <sup>-1</sup>		Second se			A 100 1 1 100 10 10	R	and and a	7
		CASUAL EMPLOYEE	An employes Remuneration	e who substit	utes for any	bermanent emp	loyee who is s	ick or on leave									
			Ar. employee	who works	1 of 2 of 3 of	d days per wee	בח בי רווב הובמי	מומפס ההתארו ני	ate for that categ	ory of emplo	oyment						
		DADT TIDEC CRACK OVER	Remuneratio	on / Basic Sala	stv / Wages	half the calculate	id at the more	- VIBLOUP Product									
		FORME LINNE CONFLUCTER	Should the C	ouncil not ree	rows the low	er reiculated se	and the prov		ate icr mat cate	ory of emply	σγιτιθητ						
			lí received. U	hen the denu	totions will he	changed actor	Hindly to the la	Employer (Saion	owner), then the	salary of the	e Fult Time position	for that Job	Category wi	fl apph			
		WORKING EMPLOYERS	Torrest and a				I DIA AN ASIAN	AMO BUILDING 10	the actual amor	Int of days w	orked and not the	full amount o	of days work	ed.			

PENSION FUND DAILY RATE CALCULATION

Persion 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. Basic Salary / Wage divided by 4.533 divided by 4.5 = HOURLY faste multiply by hours warked on the day

## GOVERNMENT GAZETTE, 24 NOVEMBER 2023

NCIL BEAUTY AND SKINCARE DIVISION 117 BEING EES-Salon Reg ees-Salon Reg Performation and Reg Contributing Wage Contributing Wage Contributing Wage Contributing Wage Contributing Wage Contributing Wage Contributing Wage Contributing Wage	IG COUNCIL IG COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING ING 45 HOURS ING 4	RGAINING     COUNCIL       ULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING WORKING 45 HOURS     EAUTY AND SKINCARE DIVISION 117 BEING       2023 Houry     2023 Houry     Eree Re- salon Reg After Nor17 - 13% of After Nor17 - 13%	BARGAINING       COUNCIL         ION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE       DIVISION 117 BEING         WORKING 45 HOURS       WORKING 45 HOURS         IFFC       Minimum Vinget         Info       Jan 2023         Info       Jand 2023         Info       Jan 2023 </th <th>BARGAINING     COUNCIL       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       Mainternet     Ammeture C       Cutoritation     Mainternet       Cutoritation     Mainternet       Mainternet     Mainternet       Mainternet     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Contributing Wage       Reference     Contributing Wage</th> <th>REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       Removed     Editor     ANNEXURE     ANNEXURE *1       Removed     ANNEXURE *1     ANNEXURE *1       ANNEXURE *1     ANNEXURE *1     ANNEXURE *1       Motion     Materian     ANNEX       Motion     BC = Stappling     ANNEX       ABREVATION DESCRIPTIONS     BC = Stappling     ANNEX       ABREVATION DESCRIPTIO</th> <th>ANNEXURE "H15"</th> <th>MPUMALANGA PROVINCE -</th> <th>mai Pension 2023 National SFF 2023 National SPF EED - Employee based on Employee based on Employee based on Supplyee bas</th> <th></th> <th>th per member (Excluding the funeral hanefit)</th> <th>Antistant service and the service of</th>	BARGAINING     COUNCIL       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE     DIVISION 117 BEING MPUMALANGA PROVINCE - WORKING 45 HOURS       Mainternet     Ammeture C       Cutoritation     Mainternet       Cutoritation     Mainternet       Mainternet     Mainternet       Mainternet     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Mainternet       Reference     Contributing Wage       Reference     Contributing Wage	REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       REMURERATIONBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MPUMALANGA PROVINCE WORKING 45 HOURS.     ANNEXURE *1       Removed     Editor     ANNEXURE     ANNEXURE *1       Removed     ANNEXURE *1     ANNEXURE *1       ANNEXURE *1     ANNEXURE *1     ANNEXURE *1       Motion     Materian     ANNEX       Motion     BC = Stappling     ANNEX       ABREVATION DESCRIPTIONS     BC = Stappling     ANNEX       ABREVATION DESCRIPTIO	ANNEXURE "H15"	MPUMALANGA PROVINCE -	mai Pension 2023 National SFF 2023 National SPF EED - Employee based on Employee based on Employee based on Supplyee bas		th per member (Excluding the funeral hanefit)	Antistant service and the service of
BEAUTY AND SKINCAF BEAUTY AND SKINCAF eff Salon fee for - 1.3% of the from the salon for the from the salon for the true age of 60, the Un bin UASA after the age of 60, the Un	IG COSMETOLOGY BEAUTY AND SKINCAF NG 45 HOURS NG 45 HOURS NG 45 HOURS and the cost of the	BARGAINING COUNCIL SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCAR WORKING 45 HOURS And 2023 And	ION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCAF ION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCAF WORKING 45 HOURS Ure C Dre C D	BARGAINING       COUNCIL         D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE DIVISION 117 BEING MUCORTEDIVISION 2014	DARGAINING COUNCIL       DNIBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOCOY BEAUTY AND SKINCAF       WORKING 45 HOURS       Seafaring Levy See Amexure C       BARGAINING COSMETOLOCOY BEAUTY AND SKINCAF       WORKING 45 HOURS       Work code beaciption     Bargaining Levy See Amexure C       Bargaining Levy See Amexure C     Bargaining Levy See Amexure C       More code beaciption     More code allowed for the code of the		RE DIVISION 117 BEING			ion Fee equates to R 121.00 per mont	on per month but with no UASA bane
	IG COSMETOLOGY I IG COSMETOLOGY I ING 45 HOURS ING 45 H	RGAINING     COU       ULE HAIRDRESSING COSMETOLOGY I     ULE HAIRDRESSING COSMETOLOGY I       WORKING 45 HOURS     ************************************	ION SCHEDULE HAIRDRESSING COSMETOLOGY ION SCHEDULE HAIRDRESSING COSMETOLOGY WORKING 45 HOURS Ure C Inter C Int	D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY         D CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY         ripbions       See Annexure C         manadasalary-       Jan 2023         rippions       See Annexure C         manadasalary-       Jan 2023         contribution       Jan 2023         Mage - Fourient       Jan 2023         E = Employee       Zaza Weekly rate         E = Employee       Stat 2036         E = Employee       Jan 2024         E = Employee       Stat 2036         Mont Membe	BARGAINING COURTIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY WORKING 45 HOURS       DNIBASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY WORKING 45 HOURS       EOHES subscriptions       EOHES subscriptions       MORKING 45 HOURS       MORK Code Description       Work Code Description     MORKING 45 HOURS       Work Code Description     MORKING 45 HOURS       Work Code Description     MORTIGE Lawy See Annexure C       More Code Description     MORTIGE Law 2023 Mathy       Work Code Description     MORTIGE Law 2023 Mathy       Work Code Description     MORTIGE Law 2023 Mathy       Work Code Description     MORTIGE CONTRIPTIONS       BC = Employee     Annexure C       ABBREVIATION DESCRIPTIONS     EE Employee       EE = Employee     Annexure C       ABBREVIATION DESCRIPTIONS     ESE Employee	NCIL	BEAUTY AND SKINCAR	e ER- Salon Reg • BC Fee EE - Saloo R tov17 - 1.3% of arber Nov17 - 1.3% Contributing Wage Contributing Wage		oin UASA after the aga of 60, the Uni	thip fees currently <b>R 148.00</b> per perso

	REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISIO (EXCLUDING THE MAGISTERIAL DISTRICTS OF CARE TOWN WANDED OF ADD SKINCARE FOR DIVISIO	IN SCHE	DULE HA	IRDRESS	ING COS	METOL	OGY B	EAUTY AND	SKINCARE F	OR DIVISION	ION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE MESTERN COMP	ANNEX	ANNEXURE "H16" RF WESTERN CARE
EOH(B)	EOHCB Subscriptions See Annexure C Bargaining Levy See Annexure C	ure C ure C					LAN 'NA	IBEKG, SIM	ONSTAD AND	BELVILLE)			
Work Code Description	Jun 2023 Selary - Contribution Wage - Persion Fund and Council Fees		munulnith F202 nuk Wage + for 5PF fols	Jan 2023 Minimum Wage for 5PF Calc 2023 Weekly Rate	2023 Hourly Rate - 45h/Per week		2023 Union Re	* SC Fee ER - Salon Reg after Nov17 - 1.3% of Contributing Wazz	* BC Fee EE - Salon Reg after Nov17 - 1,3% of Contribution Waves			2023 National SPF Employer based on	2023 National SPF
3089 Aesthetic Therapist	R 7,82	7,822.23 R	7.822.73 8	2 1 POE 14	4					Longraduate Wage	Contributing Wage	Minimum Wage	Minimum Wag
2004 Barber - Trainee		2,668.35 R	4.956.86			2	148.00 R		R 101.69	R 469.33	R ACO 35		
2006 Rather - Senior	R 3,43	3,430.74 R				N 25.42 R		And and a second se		R	R 160 101	R 39.11	R 39.11
3036 Beauty Technologist - Houmitical							148.00 R	and the second distance of the second distanc	R	8	R 205 84	R 24.78	And a second
3034 Beauty Technologist - Oualified		521.54 R	4,956,86 R			T	-			R 339.90	R 339.90		
3020 Beauty and Skincare Therapist - Unnualified		6.86 8						13.18	×	æ	R 91.29		R 24.32
3014 Beauty and Skincare Therapist	-	A 02.0				æ	148.00 R	and the second se		×   1	R 297.41	R 24.78	
3022 Salon Assistant	R 4,13	9.34 8	. no mais	R 1,143.90 R		8			2 0	8	R 222.50		
4018 Drybar Worker		8.65	-						-	R	R 248.36	APPROX AND IN TRANSMEND AND ADDRESS OF ADDRE	
2010 General Assistant		7.88 8						And which we have been been been as the		8	×	Faddle - Annaly & Desta Printerson of	
2012 General Assistant after 5 years		5,52 R				1	148.00 R	And the second second second		8	R 274.07		
2014 General Assistant after 10 years	02'7 U	2,200.54 R							No.15 A	* 0	R		
2020 Hairdresser - 1st year after qualified		A LC.COD	4,954,25 R		1		148.00 R	34.95		E	R 154.11		And a subscription of the
2022 Hairdresser - Qualified	-			-			148.00 R		ACCOUNTS AND ADDRESS OF ADDRESS O	4	R 161.37	24.78	and the second se
2024 Hairdresser - Qualified - after 5 years		2 00 2	6 CD3 00 0			æ	148.00 R	86.61 R		R 200 74	R 297.41	24.78	
2046   FADMED - Qualified - after 10 years	R 7,32	328.91 R		H TO TO'T		~	148.00 R	90.92	R 90.92		R . 399.74	33.31	R 33.31
2048 I FARNER - FILLY LEVEL		8		and the	- 0	1	148.00 R	95.28	R	R	tory a	34.97	
2050   FARNER - LANEL 2		CK.				A 00.51	148.00 R	R R	R		R 8		
2052 LEARNER - Level 4			5,111,13 8	1			140.00 R		R .	R		8.29	R 8.25
4000 STUDENTS - Entry Level	R 3,23	3,230.10 8					148 00 B		A AND A A A A A A A A A A A A A A A A A	-	E	R JEEC	8 16.58
4001 STUDENTS - Module 2 (Level 1 & 2)			1,657,70 R	1		1	148.00 R	66'T4	R 41.99	mah	R 193.81	37.30	a
4002 STUDENTS - Module 4 (Level 3 & 4)	T.	2	3.315.23 R	3	æ	1		A REAL PROPERTY AND A REAL	-	R	R .	8.29	
4003 STUDENTS - Module 6 (Level 5 & 6)	-	ŝ	5,121,23 6	1	R	1	148.00 R		2	R	-	R 16.58	R 16 FO
3032 Manager - Beauty	-	x a	1 62.739 1		ъ		148.00 R	41.99 8	R	And a supervision of the supervi	R .	25.56	8
2060 Manager - Hairdresser	CU C	1 00 2	***		R		148.00 R	and design and the first state	- Andrewski angele and an and an angele and	A LOW DRAW WORKS AND	R 193.81	R 37.30	R area
2062 Manager - Hairdresser after 5 years		2 00 2		an anne			148.00 R			And in the state of the state o	R 416.21	34,68	R 24 60
2064 Manager - Hairdresser after 10 years		C 12 PCL L			8			95.85 R		×	R 421.31	35.11	*
3030 Manager - only (Beauty Establishment)	8 495	2 28	Y /C	AND IN COLUMN	æ	1	148.00 R		R 100.42		R 442,40	36.87	×
2054 Manager - only (Hairdressing)		01 00	H ARIOC F	ł			148.00 R		STATES OF STREET, STATES	2	R 463.47	38.62	
2056 Manager - only (Hairdressing) after 5 years		2 100 0		ł	æ		148-00 R	Contraction of the second	AND A TRADUCTORY OF A DESCRIPTION OF A D		297.41	24.78	R 24.79
2058 Manager - only (Hairdressing) after 10 years	8 641	6 412 79 3	0.224.66 R		10.00 Million	æ	148.00 R	79.59 R	R 70.00	X	349.80	R 29.15	R 20.15
Jugu Ivali technician - Unqualified		166.10	-+-		R	R	148.00 R	83.37	derin in succession		R 367.33	30.61	Contraction of the local division of the loc
2024 Wall Lechnician - Certified	-	2.433.55	- fear		<b>a</b>	- 1	148.00 R	30.74		- 0	8 384,77		R 37.06
2000 Mail recrinician - Qualified		1.13 R	A 906 95 9	1143.90	×	25.42 R 1	48.C0 R		R	89'THT 8	K 141.88	The second	A REPORT AND A REPORT
2007 1. 2007 1. 2007 1. 2007 1. 2007 1. 2007 2	2	80 8	an france	Marine and	-	1	148.00 R	36.91	R	2	R 146.01	9 24.78	
SUG( Massage Therapist		0 00	~~?~~	ĺ	~	æ	148.00 R	32.00		and success there	K 170.35	R 24.78 R	R 24.78
2067 Operator - Trainee		00 00	A DE VEC.	1	R		148.00 R	AND CONTRACTOR AND	Thursday warmings	MAN U LAND / MANAG	R 147.71		and of the second second
2068: Operator	R 4500 76	0 1 26 1 0			8	25.42 R 1	148.00 R	and the second se	R CD A	The second se	R 274.07	24.78	
Andread and a second and a	-	W Die	N 2000001	1,143.90	æ		48 00 8	A Traditional Anna Anna Anna Anna Anna Anna Anna A	22.2	134.88	1 8 194.88 R		A MANAGERY AND A MANAGERY AND A

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**ANNEXURE "H16"** REMUNERATION/BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE (EXCLUDING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE)

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ł		See Munexure														
4	AAA RUUUS Faa	Daigaining Levy are Amexure L		MODAL (25 YO A REAL PROPERTY OF MODERATE	AND AND ADDRESS OF THE CASE OF THE DESIGN OF					and the second sec		and the second second second second	APPERTUNE STATES AND ADDRESS AD			
				A DEPARTMENT OF THE D	AND ONLY DALAN BALKYNDOWNAUTH, AMYDDAL, P											
Work		Jun 2023 Salary -	municity 8202 aut	6	\$										TANDAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	Concerne on the programming opposite
9	Work Code Description	Pension Fund and Council Fees		Date 2023 We	sekiy Rate Rai	Rate - 45h/Per week	2023 Unton Fee	* BC Fee ER - Salon Reg after Nov(17 - 1.3% of Contributing Wage	- 1.3% Rog Wage of C	* BC Fee EK - Salon Reg after Nov17 - 1.3% Reg after Nov17 - 1.3% of Contributing Wage of Contributing Wage	2023 Netional Pension 2023 Vational Pension Fund (ER) - Contributing Wage Contributing Wage	on 2023 h F	023 National Pension Fund (EE) - Contributing Wage	2023, National SPF Employer based on Minimum Wage	2023 National SPF Employee based on Minimum usame	lonal SPF based on
22	2072 Operator - after 10 years	R 4.949.83	R 0 006 00										A MINILAC	0	Infalman	an erage
2	2070 Operator - after 5 years	4	. 0	- 0	1,143.9U K	25.42 R	148.00	R 6	64.35 R	64.35	R 296.00	ab		and the second second second		Contraction of the local division of the loc
2	2074 Operator - Multi skilled	4	c   a		1,143.90 R	25.42 R	148.00	R	61.44 R	61.44	B	+			mak	24.78
26	2076 Operator - Multi skilled - after 5 years	1		2		25.42   R	148.00	R 6	64.44 R	64.44	a	ale a	ca netifica	and the resonance of the local statements	R	24.78
18	2078 Operator - Multi skilled - after 10 years		20'245'02 A	-		28.42 R	148.00	R 7	72.05 R	72.05	B	2 0	14.792			24.78
42	3042 Receptionist - Beauty Establishment	1	-	×		29.77 R	148.00	R 7	75.47 R	75.47	a		332.56		×	27.73
82	2082 Receptionist - Hairdressing salon	5	*		esta se a la calega de la caleg	25.42 R	148.00	8		62.01	4	X	348.32 R	And a second	met	29.03
8	2084 Receptionist - Hairdressing salon - after 5 vears	ŕ		~	1,143.90 R	25.42 R	148.00	R	61.89 R	61.89		- l	286.19 R			24.78
8	2086 Receptionist - Hairdressing salon - after 10 years	5	2			25.42   R	R 148.00 R		64.39 R	64 30			285.65 R	a successive of a division of the		24.78
22	3048 Somatologist 3 Years	*	×	~		25.42 R	148.00	R		64.44			297.20   R		R	24.78
23	3052 Somatologist B Tech - 4 vears	Ì	2	×	1,143.90 R	25.42 R	t 148.00 R			EG AD			mul	R 24.78	R	24.78
P	3054 Somatologist - B Tech Lasar	4.	and the second	æ	1,143.90 R	25.42 R				20,00	2 0		260.74	R 24.78	8	24.78
N	1012 Specific Skilled Stylist	4	až.	æ	1,143.90 R	25.42 R			-	05-60	×		276.44 R	R 24.78	R	24.78
A	1014 Specific Skilled Styliet - after E	~	œ.	æ	1,143.90 R	25.42 R		and the second se		04.44	×	-	297.41 R	R 24.78 R	R	24.78
tu	Coordia Cultura de star de das	IR 2,445.92	R 4,956.86	~	1.143.90 R	9 CP 5C	1			30.73	-4-	9 8	139.79 R	NAME OF TAXABLE PARTY.	E	OF PC
5	APPLOID STATED SCHEEL STREET IU YEARS	R 2,563.58		~	1 143 QU R		10.041	E		31.80	R 146.76	8 8	146.76 R	And in case of the local division of the loc	4	24.10
1	opectric skilled Stylist - doing only one of the following: Braiding,						146.00	a summer of a distantion of the bar	33.33 R	33,33	R 153.81	J	152 81 D	A STATUTE AND A ST	a.d.,	24.78
2	1000 Platting, Cutting	35 CP7 L 31	00 200 (° 10	4							A THURSDAY WALSHAME AND A STREET AND A	- <u> </u>	TO'CET	K 24.78	8	24.78
8	Specific Skilled Stylist - doing only one of the following: Braiding, 1002 Plattine. Cuttine after 5 ware	-		2	A UK.SHL	25.42 R	148.00	8	20.70 R	20.70	R 95.55	S R	95.55	R 24.78	œ	24.78
1	Specific Skilled Stylist - doing only one of the following: Braiding	K 1,6/2.03	R 4,555.86	æ	1,143.90 R	25.42 R	148.00	R 2	21.74 R	27.12	۵					
T	1004 Platting, Cutting after 10 years	EC C37 1 8	5		-	ager Allen	-				- <u>-</u>	X X	100.32	R 24.78	æ	24.78
8	2089 Working Employer (in Salon with Staff)	19	0 6 CC3 33	×	1,143.90 R	25.42 R	148.00	R 2	22.79 R	22.79	R 105.10	a	101 10		-	
6.	NOTES			-	X /67/00	34.17		PRAATURATING STATISTICS		And a second sec		1		R 24.78	R	24.78
	CASUAL EMPLOYEF	An employee who substitutes for any permanent amolonoomer to the	substitutes for a	TV DATTIONAL	A simelation	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							And the second s	Statistics of California and Annalasian		
- Anno		Remuneration / Basic Salary / Wages shall be calculated at the oracrihad Highlory	asic Salary / Wage	es shall be ca	iculated at the	P Drescribed H	Outor v F									
under the second		An employee who works 1 or 2 or 3 or 4 days per week	works 1 or 2 or 3	3 or 4 days pu	er week			A LINE LAREBON	or employi	ment						
ALCONE   BUT	PART TIME EMPLOYEE	reconneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment Should the Council not receive the lower calculated salary from the Finnhower Salary mont is the connect in the	asic Salary / Wage I not receive the	es shali be ca lower calcula	stculateo at th ted salary fro	the Emologies	IOURLY rate fo	or that category	of employ	ment	resonance actor / Basic Salary / Wages shall be calculated at the prescribed HOURX rate for that category of employment. Should the Council not receive the lower calculated salary from the Fundowar(science neuron), the exception of					
daren	And a second	If received, then t	he aeductions wil	Il be changed	accordingly t	o the fower an	norma for the	כוזי קובוו תוב צפי	ary or the l	-ull Time position	I for that Job Categoi	ry will app	oly.			
	WORKING EMPLOYERS	Contributions for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017	a Working Emploi	yer (Work Co	rde 2089), is v	ofuntary for SF	PF from 2 Janu	acrual amount	or days wo	iked and not the	ons for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017	worked.				
Magness	DENICIÓN CLIMIC			Manual Annual				June Line								T

Approved: Chairperson: P Matjebe Date: 01 June 2023

ABBREVATION DESCRIPTIONS

PENSION FUND DAILY RATE CALCULATION

Penson fund Contributions to be paid by all Employees will be 6% of the Baut Stranty of the Employee. Contributions payable by all Employers will be 6% of the Baut Stranty of the Employee. Beats Stath / Wage divided by 45 = HOURLY Rate multiply by hours worked on the day Beats Stath / Wage divided by 43 = HOURLY Rate multiply by hours worked on the day Et a Employee. So the Baut Stath of the Employee. So and the stath of the Employee. So and the stath of the Employee. So a stath of the Employee Stath Stath Pay fund SFF = Stok Penfit, Pand SFF = Stok Penfit, Pand

a design of the second s	BAF	SGAIN	DNIN	U U	BARGAINING COUNCIL	<b></b>			ANNEXI	ANNEXURE "H16"
REMUNERATION/BASIC SALARY/MAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 106 BEING THE ENTIRE WESTERN CAPE (EXCLUDING THE MAGISTERIAL DISTRICTS OF CAPE TOWN, WYNBERG, SIMONSTAD AND BELVILLE)	CHEDULE H	AIRDRESSIN DISTRICTS	VG COSME	TOLOGY F	SEAUTY AND NBERG, SIMO	SKINCARE FC	or division 10 Belville)	06 BEING THE	ENTIRE WEST	ERN CAPE
B Subscriptions   See Annexure C Bargaining Levy   See Annexure C										
Jun 2023 Salary - Contribution Wage Persion Eurld and Council Fees	Jun 2023 Mittimum Wage - for SPF Catc	2023 Weekly Rate	2023 Hourty Rate - 45h/Per Week	2023 Unian Fee	* B.C.F.ee.ER - Salon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee EE - Salon Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (E0) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Waga	2023 National Stf Employer based on Minimum Wage	2023 National SPF Employee based on Minimum Wege
Learners to also in	clude any apprenti	Cess								
Union Members: (	Union Fee equates 1	to R 148.00 per mo	onth per member.	. For members v	vho join UASA after t	he age of 60, the Unio	m Fee equates to <b>R 12</b>	1.00 per month per me	ember (Excluding the fi	meral benefit)
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Approved: Chairperson: P Matjebe Date: 01 June 2023

## ANNEXURE "I"

#### RULES OF SICK PAY FUND

## 1. Introduction

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

## 2. <u>Name</u>

**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 31<sup>st</sup> 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 1<sup>st</sup> of January 2016;
  - **4.2.3.** compulsory for all Employees as from the 1<sup>st</sup> of January 2017.
- **4.3** A member will register with the SPF by submitting a duly completed application for membership in the prescribed form to the SPF recording, amongst others, the member's personal details.

## 5. Claiming against the SPF

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

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

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

("the payment cycle").

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

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

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

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

#### 6. <u>Benefits</u>

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

## 6.2. <u>Maternity benefit</u>

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

6.2.1.2. a period of 4 (four) months;

6.2.1.3. no more than 4 (four) children.

- 6.2 2. the following provision shall apply to a claim in respect of a maternity benefit:
  - **6.2.2.1** the female member shall only be entitled to claim the maternity benefit upon the child being born;
  - 6.2.2.2 the full maternity benefit will be paid by means of a once-off payment, calculated in accordance with the provisions of clause 6.2.1;
  - **6.2.2.3**. should a child be stillborn, the 4 (four) month period as envisaged in clause 6.2.1.2 above will be limited to 2 (two) months, unless the Bargaining Council is favoured with a written motivation by a Psychologist or a Medical Practitioner justifying an increased period of absence, in which event the Bargaining Council may, in its sole and absolute discretion, increase the period, which period will not exceed the 4 (four) months. For purposes of this clause 6.2.2.3 "stillborn" is defined as a child that is delivered after 24 (twenty-four) weeks and weighs less than 500 (five hundred) grams.
  - **6.2.2.4** nothing contained in these rules shall be construed as to limit any female member claiming a maternity benefit, from not being able to also claim a maternity or other benefit during the payment period, from any other source, whatsoever.
  - **6.2.2.5** a female member may only claim against the SPF for a maternity benefit after being a contributing member thereto for a continuous period of 12 (twelve) months i.e. if the child is born after the 12 (twelve) month period.

## 7. Contributions to SPF

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

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

## 8. Procedure to institute claim against SPF

- 8.1. Any claim against the SPF shall be submitted by no later than 90 (ninety) days after the date upon which any medical condition, examination or procedure occurs.
- **8.2.** The Bargaining Council, in its sole and absolute discretion, may grant condonation for a claim being institute outside the period stated in clause 8.1 above.
- 8.3. A claim against the SPF shall be submitted in the following manner and form:-

8.3.1. on the claim form attached to these rules, duly completed;

- 8.3.2. be accompanied by:
  - **8.3.2.1**. the original or certified copy of the medical certificate and bank account statement;
  - **8.3.2.2**. a certified copy of the member's identity document, only id no copy of the identity document is available on the Council's system;
  - **8.3.2.3.** written confirmation of the Employer, Working Employer or Legal Owner, stating the period of absence;
  - **8.3.2.4.** salary advice slip / payslip indicating both the member's gross and nett salary and proof that the contributions to the SPF have been deducted;

**8.3.2.5**. a birth certificate of the child born in the event of a female member claiming a maternity benefit.

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

# 9. <u>Compliance with collective agreement</u>

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

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1 June 2023
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- **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 1<sup>st</sup> 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 31<sup>st</sup> of December 2016, will be paid out pro-rata to the number of months that the Working Employer or Legal Owner has been a member of the SPF.

#### 11. Administration

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

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

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

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

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

#### 12. Liquidation and dissolving of SPF

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

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

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

#### 13. Indemnity

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

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

#### DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 4109

#### 24 November 2023

## NATIONAL PROSECUTING AUTHORITY ACT, 1998 (ACT NO. 32 OF 1998)

# REGULATIONS ON ESTABLISHMENT OF OFFICE FOR ETHICS AND ACCOUNTABILITY

The Minister of Justice and Correctional Services has, in terms of section 40, read with section 22(5), of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), and in consultation with the Minister of Finance, made the Regulations set out in the Schedule.

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## CHAPTER 1 Definitions

#### Definitions

 In these regulations, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning, and— "complainant" means any person who has lodged a complaint in terms of these regulations; "complaint" means any alleged action or omission, improper conduct or any other conduct contemplated in regulation 13 on the part of a member of the prosecuting authority which has resulted in any impropriety or prejudice;

**"Complaints Registrar"** means the person appointed in the Office under regulation 5(1)(*d*) and who is responsible for the receipt and registration of every complaint and keeping record regarding the progress of every complaint;

"days" refers to working days;

"employee" means a person who is appointed at or assigned to the Office;

**"head of the Office"** means a Special Director appointed by the President in terms of section 13(1)(c) of the Act to this position;

"lifestyle audit" means the study of a person's living standards, assets and expenditure to ascertain if it is consistent with his or her reported income, in accordance with legislation governing the public service and its associated guidelines;

### "member of the prosecuting authority" includes-

- (a) a member referred to section 4 of the Act;
- (b) a member of the prosecuting authority appointed at or assigned to the Office of the National Director as contemplated in section 5(2)(d) of the Act;
- (c) a member of the administrative staff referred to in section 37 of the Act;
- (d) a person engaged to perform services contemplated in section 38(1) of the Act; and
- (e) a person performing services for the prosecuting authority in terms of a secondment or consultancy agreement;

"Office" means the Office for Ethics and Accountability;

"public service" means the public service contemplated in section 8 of the Public Service Act;

"Public Service Regulations" means the Public Service Regulations, 2016; and

"the Act" means the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998).

## **CHAPTER 2**

## Part I

## Office for Ethics and Accountability

#### Establishment of Office for Ethics and Accountability

**2.** There is hereby established an office, to be known as the Office for Ethics and Accountability.

#### Mandate of Office

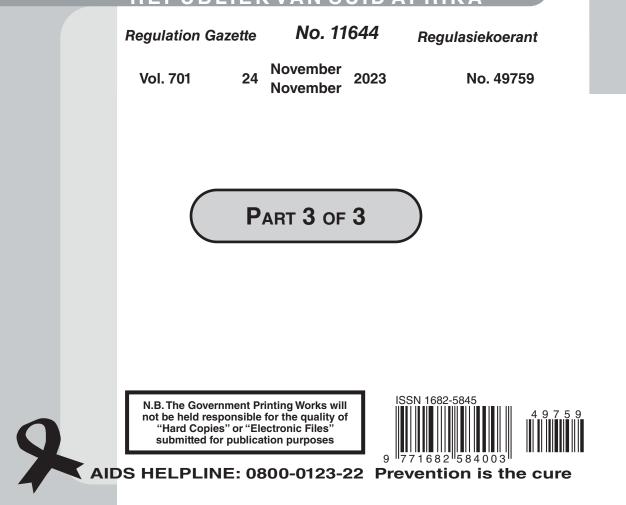
- 3. (1) The mandate of the Office is to—
- *(a)* develop, promote and maintain an inherent culture of ethics, integrity, accountability, compliance and good governance in the prosecuting authority;
- (b) promote and maintain a high standard of professional ethics in the prosecuting authority;
- *(c)* develop, implement and manage a complaints procedure in the prosecuting authority enabling any person to report any complaint;
- (*d*) maintain a complaints procedure based on and intended to be guided by the principles of promptness, fairness, consistency and uniformity; and
- (e) promote efficient service delivery in the prosecuting authority.
  - (2) The Office does not have the mandate to deal with—

## CONTINUES ON PAGE 258 OF BOOK 3

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# Government Gazette Staatskoerant REPUBLIC OF SOUTH AFRICA REPUBLIEK VAN SUID AFRIKA



- (a) a complaint of alleged improper conduct or any other conduct where the National Director—
  - (i) intervenes in the prosecution process when policy directives are not complied with; or
  - (ii) reviews a decision to prosecute or not to prosecute an accused person;
- (b) grievances of members of the prosecuting authority that fall within the ambit of the formal grievance procedures in the public service;
- (c) misconduct appeals of a member of the prosecuting authority that fall within the ambit of the disciplinary code and procedures of the public service; or
- (*d*) a person appointed and employed in or seconded or assigned to an Investigating Directorate in terms of section 7(4) of the Act.

#### Structure of Office

- 4. The Office consists of—
- (a) an Ethics Management and Advocacy Division;
- (b) a Complaints Management and Investigation Division; and
- (c) any other structure that may be established in terms of these regulations.

#### **Composition of Office**

- **5.** (1) The Office comprises—
- (a) a Special Director, who is the head of the Office;
- (b) a person appointed as the head of the Ethics Management and Advocacy Division;
- (c) a Deputy Director appointed as the head of the Complaints Management and Investigation Division;
- (d) a Complaints Registrar;
- (e) other members of the prosecuting authority appointed in or assigned to the Office; and
- (f) members of the administrative staff of the Office.

(2) The members of the Office referred to in paragraphs (*b*), (*d*), (*e*) and (*f*) must be appointed on the recommendation of the National Director, or a member of the prosecuting authority designated for that purpose by the National Director, after consultation with the head of the Office.

#### Determination of organisational structures and posts of Office and Divisions

**6.** (1) The National Director and the head of the Office must, in consultation with the Director-General: Justice and Constitutional Development—

(a) determine the organisational structure of the Office; and

(b) define the posts necessary to perform the relevant functions,

which will constitute the approved establishment of the Office.

(2) The organisational structure referred to in subregulation (1) may

include---

- (a) members of the—
  - (i) prosecuting authority in the Office,
  - (ii) Ethics Management and Advocacy Division; and
  - (iii) Complaints Management and Investigation Division;
- (b) members of the—
  - (i) Office; and
  - (ii) any of the Divisions,

in provincial and regional branches; and

(c) administrative structures which are linked to the Office.

(3) The head of the Office may, in consultation with the National Director

- and the Director-General: Justice and Constitutional Development-
- (a) establish an advisory committee to advise him or her on the structuring or restructuring of the Office;
- (b) establish or designate existing administrative structures within the prosecuting authority to assist the Office in the exercise of its duties; or
- (c) establish operational or project teams.

## Security vetting and lifestyle audits

- 7. (1) No person may be appointed in, or assigned to the Office unless—
- (a) the person has been issued with a security clearance following a vetting investigation conducted in terms of section 2A of the National Strategic Intelligence Act, 1994 (Act No. 39 of 1994); and
- (b) a lifestyle audit has been conducted,

and the head of the Office, after evaluating the gathered information and lifestyle audit, is satisfied that such person may be appointed in or assigned to the Office without the possibility

that such person might be a security risk or that they might act in any way prejudicial to the objectives of the Office.

(2) Lifestyle audits of employees of the Office must be performed in accordance with the Guide to Conduct Lifestyle Audits in the Public Service.

(3) A comparative search may be made into any official database in the South African Police Service in respect of the person whose security vetting or lifestyle audit is being performed.

(3) No person may disclose any information which he or she obtained in the application of the measures for security vetting and lifestyle audits as set out in this regulation, except—

- (a) if such information is disclosed to any other person who of necessity requires it for the performance of his or her functions in terms of these regulations;
- (b) if he or she is a person who of necessity supplies it in the performance of his or her functions in terms of these regulations;
- (c) if the information is required in terms of any law or as evidence in any court of law or a formal disciplinary process; or
- (d) if the disclosure of the information is authorised by a court of law.

#### Part II

#### **Ethics Management and Advocacy Division**

#### **Objects of Ethics Management and Advocacy Division**

- 8. The objects of the Ethics Management and Advocacy Division are to—
- (a) develop and implement an ethics management strategy that prevents and deters unethical conduct and acts of corruption in the prosecuting authority;
- (b) provide proactive ethics management so as to ensure congruence between the creation of an overall ethical culture and the establishment of a whistle-blowing culture within the prosecuting authority;
- (c) create a strong ethical organisational culture in the prosecuting authority that creates an environment conducive to the disclosure of improper conduct and impropriety;
- (d) manage ethical norms and standards and codes of conduct in the prosecuting authority;
- (e) promote an independent and impartial prosecuting authority; and
- (f) facilitate the eradication and prevention of unethical conduct in the prosecuting authority.

#### Powers, duties and functions of Ethics Management and Advocacy Division

**9.** (1) The powers, duties and functions of the Ethics Management and Advocacy Division are to—

- (a) provide advice in respect of integrity and ethics to members of the prosecuting authority;
- (b) ensure that all relevant institutional policies, policy directives, codes of conduct, circulars and rules and procedures, promote integrity, ethical conduct, and compliance with the relevant laws and prescripts in the prosecuting authority;
- (c) assist members of the prosecuting authority in dealing with professional ethical challenges and issues that may emerge in the performance of their duties;
- (d) engage in proactive communications activities with members of the prosecuting authority to ensure that ethics and integrity remain at the centre of all activities of the prosecuting authority;
- (e) liaise with government institutions to collectively promote a culture of integrity;
- (f) develop—
  - (i) a code of ethics;
  - (ii) an ethics management plan;
  - (iii) ethics risk assessments; and
  - (iv) an integrity scorecard,

for the prosecuting authority;

- (g) periodically review ethics management tools to ensure they encourage best practices, and address emerging trends in unethical conduct;
- (h) develop and implement an ethics awareness programme within the prosecuting authority;
- use appropriate communication platforms to disseminate the ethics management tools widely to ensure that they are accessible to, and understood by, all members of the prosecuting authority;
- (*j*) review and update on a regular basis the information and communication platforms to ensure that they are responsive to the emerging ethics developments and trends;
- (*k*) develop ethics training manuals that are appropriate for members of the prosecuting authority, which may include specific modules aimed at different staff categories;
- (*I*) incorporate ethics into induction programmes and existing training programmes, including the Aspirant Prosecutors Programme;
- (*m*) conduct mandatory and regular ethics training to enhance members of the prosecuting authority's ethical understanding and ethics intelligence;
- (n) keep abreast of ethics developments;
- (o) conduct an annual assessment of the performance of the prosecuting authority against the integrity scorecard;

- (p) conduct regular ethics surveys among members of the prosecuting authority to monitor the uptake of ethics, the efficacy of the ethics management tools, and the perception and efficacy of ethics management in general;
- (q) conduct regular, localised risk assessments of the offices, business units and processes in the prosecuting authority with a view to identifying integrity vulnerabilities and gaps, and to assist managers of the prosecuting authority to address such vulnerabilities;
- (r) advise the management of the prosecuting authority on the adoption and implementation of systems, processes and mechanisms to detect conflicts of interests;
- *(s)* receive declarations from members of the prosecuting authority in relation to, among others, donations and conflicts of interest;
- undertake activities to proactively ensure that members of the prosecuting authority understand the links between their behaviour and institutional integrity, including what is required to meet the minimum compliance requirements and to hold themselves to the highest standards of integrity;
- (u) support senior managers in the prosecuting authority to promote a model of integrity;
- (v) ensure that all members of the prosecuting authority are informed of their disclosure and reporting obligations; and
- (*w*) refer possible cases of non-compliance with disclosure and reporting obligations, as well as any ethical failures, to the Complaints Management and Investigation Division.

(2) Any advice requested, the identity of the person requesting advice and the advice given, as contemplated in subregulation (1)(a), shall not be disclosed unless the person requesting the advice consents to its disclosure.

(3) Any advice requested and given, as contemplated in subregulation (1)(*a*) shall not be used in any proceedings against the person seeking and receiving the advice.

## Part III

#### **Complaints Management and Investigation Division**

#### **Objects of Complaints Management and Investigation Division**

**10.** (1) The objects of the Complaints Management and Investigation Division are to—

(a) develop a formal written procedure for dealing with complaints;

authority and the general public;

(b) ensure that the complaints procedure is accessible to all members of the prosecuting

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- (c) enable members of the prosecuting authority to lodge complaints regarding ethics and integrity violations, failures and risks within the prosecuting authority, as well as improper conduct or impropriety by staff or management;
- (d) receive and manage internal and public complaints;
- (e) investigate complaints;
- (f) determine whether complaints fall within the mandate of the Office;
- (g) refer complaints to the relevant and appropriate business unit or authority dealing with such complaints, including complaints regarding—
  - a matter where the National Director may intervene in the prosecution process or review a decision to prosecute or not to prosecute;
  - a grievance, improper conduct or any act of impropriety on the part of a member of the prosecuting authority to the component responsible for human resources or labour relations;
  - (iii) a misconduct appeal of a member of the prosecuting authority that falls within the ambit of the disciplinary code and procedures of the public service to the component responsible for labour relations; and
  - (iv) an alleged criminal offence, to the South African Police Service or the Directorate for Priority Crime Investigation or the Investigating Directorate established in terms of section 7 of the Act;
- (h) resolve complaints;
- (i) report on the resolution or referral of complaints;
- (j) deal with complaints on a confidential and protected basis;
- (k) increase effective accountability;
- (I) reduce and address improper and abusive behaviour within the prosecuting authority;
- (m) promote or contribute to the protection of victims' rights; and
- (*n*) improve service delivery by the prosecuting authority.

(2) The identity of a person lodging a complaint must be protected and not disclosed unless the person consents to its disclosure or the disclosure of the identity of the person is necessary for the investigation and resolution of the complaint.

(3) No employer, employers' organisation, or person acting on behalf of an employer or employers' organisation, may refuse to employ or continue to employ a person, threaten dismissal, or otherwise threaten a person, discriminate against a person in regard to employment, or a term or condition of employment or intimidate or coerce or impose a pecuniary or other penalty on a person, because of a belief that the person may provide information, a document or thing when dealing with a complaint lodged or because the person has made or is about to make a disclosure that may be required in dealing with a complaint

lodged or has participated in or is about to participate in a procedure dealing with a complaint lodged.

#### Powers, duties and functions of Complaints Management and Investigation Division

**11.** The powers, duties and functions of the Complaints Management and Investigation Division are to—

- (a) develop a complaints procedure and complaints policy to guide the processing of complaints and determine the different roles to be played in relation to complaints;
- (b) develop and maintain a complaints mechanism that enables complaints to be lodged on a confidential and protected basis;
- (c) develop, implement and maintain an integrated, customised, digital complaints management system that can receive, record and track complaints submitted through multiple reporting channels;
- (d) develop and implement a complaints mechanism awareness programme, targeting both the general public and members of the prosecuting authority;
- (e) utilise appropriate communication platforms to disseminate information regarding complaints procedures and complaints mechanisms to members of the prosecuting authority as well as to the general public;
- (f) develop guidelines and standards for processing and responding to complaints, including for replies to ordinary, early resolution complaints;
- (g) register all complaints received at any office of the prosecuting authority and monitor progress with regard to the investigation and resolution of all such complaints;
- (h) refer complaints to the relevant and appropriate business unit or authority;
- (i) determine the processes to be followed in the investigation of complaints;
- (j) investigate complaints;
- (k) resolve complaints;
- (*I*) create a feedback mechanism to report progress and the outcome of complaints to complainants;
- (*m*) develop guidelines for collecting data on complaints, provide institutional feedback and offer policy proposals to the National Director;
- (n) monitor service delivery and perform regular inspection of how services are delivered at offices and service points of the prosecuting authority, and report to the National Director on such service delivery inspections; and
- (o) liaise with other public complaints structures in order to ensure that complaints relating to the prosecuting authority are directed to the Office.

#### Persons who may lodge complaint

**12.** A person who may lodge a complaint in accordance with these regulations, includes—

- (a) any person directly affected by any alleged improper conduct or any conduct on the part of a member of the prosecuting authority which has resulted in any impropriety or prejudice;
- (b) any person as defined in section 2 of the Interpretation Act, 1957 (Act No. 33 of 1957), who proves some substantial and peculiar interest in the matter;
- (c) any person or institution who has a reporting duty in terms of specific legislation;
- (*d*) an investigating officer of a case or another member of the South African Police Service who serves in a managing capacity in respect of that matter;
- (e) an accused person or a family member of that accused person;
- (f) a legal representative or his or her association or firm;
- (g) any witness in a case or any person having an interest in that case;
- (h) a victim of crime, who is not necessarily a witness, or a family member of the victim;
- (i) a whistle-blower, who is not necessarily a witness;
- (*j*) a presiding officer of any court referred to in section 166 of the Constitution or the Judicial Service Commission or the Magistrates' Commission;
- (k) any member of the prosecuting authority;
- (*I*) any institution established in terms of the Constitution; or
- (m) a member of Parliament.

#### Complaints and conduct that may be reported

- 13. A complainant may report any complaint, including—
- (a) any dissatisfaction regarding an act or omission within the prosecuting authority which adversely affects, or may adversely affect, that complainant, or may be detrimental to the prosecuting authority;
- (b) dissatisfaction with the service, treatment or information received from a member of the prosecuting authority;
- (c) that his or her rights were not or are not being observed by the prosecuting authority;
- (d) improper conduct or any act of impropriety or unethical conduct on the part of a member of the prosecuting authority;
- (e) actions of maladministration or the commission of an offence by a member of the prosecuting authority;

- *(f)* dishonesty or improper dealings with regard to public money by a member of the prosecuting authority;
- (g) the behaviour or diligence of members of the prosecuting authority;
- (h) actions of any form of discrimination by a member of the prosecuting authority;
- (i) incidents of unprofessional conduct by a member of the prosecuting authority;
- (*j*) conduct which is inconsistent with the letter and spirit of the Code of Ethics of the prosecuting authority or the Code of Conduct for members of the prosecuting authority;
- (k) adverse findings or comments made by a presiding officer about the prosecuting authority or a member thereof;
- (*I*) breaching by a member of the prosecuting authority of a victim's right to be free from intimidation, harassment, fear, tampering, bribery, corruption or abuse;
- (*m*) engaging in any transaction or action that is in conflict with or infringes on the execution of the member of the prosecuting authority's official duties;
- (n) a member of the prosecuting authority conducting business with any organ of state;
- a member of the prosecuting authority engaging in any official action or decision-making process which may result in improper personal gain;
- (p) a member of the prosecuting authority favouring relatives and friends in work-related activities;
- (q) a member of the prosecuting authority abusing his or her authority or influencing another member of the prosecuting authority, or being influenced to abuse his or her authority;
- using or disclosing by a member of the prosecuting authority of any official information for personal gain or the gain of others;
- (s) a member of the prosecuting authority receiving or accepting any gift from any person in the course and scope of his or her employment, contrary to or not in accordance with the Gifts Policy for the prosecuting authority;
- a member of the prosecuting authority performing outside remunerative work without permission, or performing such work during official work hours, or using official equipment or state resources for such work;
- (*u*) a member of the prosecuting authority performing party political activities in the workplace;
- (v) non-compliance by a member of the prosecuting authority with a provision of the Public Service Act, the Public Service Regulations, the Code of Conduct for members of the prosecuting authority, the Prosecution Policy of the prosecuting authority, the Code of Conduct for Public Servants or a directive issued by the Minister of Public Service and Administration;
- (w) actions of misconduct by a member of the prosecuting authority emanating from criminal investigations; and

(*x*) non-compliance by a member of the prosecuting authority with the information security standards referred to in regulation 94(1) of the Public Service Regulations.

#### Methods to lodge complaint

**14.** (1) A complainant may lodge a complaint with the prosecuting authority

- by—
- (a) completion of a form, as determined by the head of the Office, which form is available—
  - (i) online on the website of the prosecuting authority; or
  - (ii) at any office of the prosecuting authority;
- (b) submission of a letter or statement addressed to the head of the Office, which may be posted to the postal, or e-mailed to the e-mail, address provided for such purposes on the website of the national prosecuting authority;
- (c) contacting any office of the prosecuting authority telephonically, in which case the form referred to in paragraph (a) must be completed by the relevant office of the prosecuting authority on behalf of the complainant and the relevant office must immediately submit the complaint to the Complaints Registrar; or
- (d) lodging a complaint verbally in person at any office of the prosecuting authority, in which case the form referred to in paragraph (a) must be completed and signed by the complainant and the relevant office must immediately submit the complaint to the Complaints Registrar.

(2) (a) The Office is obliged to investigate all complaints or where necessary refer the complaint as contemplated in regulation 10(1)(g);

(b) an anonymous complaint must be investigated if such complaint is supported by evidence or corroborating documentation and the identity of the complainant is not material to conducting an investigation.

#### **Complaints procedure**

**15.** (1) A complainant must lodge his or her complaint as provided for in regulation 17(1) within 90 days from the date on which he or she became aware of the issue giving rise to the complaint: Provided that a complaint may be received and dealt with after the specified time on good cause shown why the complaint was lodged late.

(2) A complaint received at any office of the prosecuting authority must be registered and managed by the Complaints Registrar of the Office.

(3) Upon receipt of a complaint, the Complaints Registrar must within three days of receiving the complaint, acknowledge receipt of the complaint.

#### Handling of complaints

**16.** (1) The prosecuting authority must deal with complaints sensitively, fairly and confidentially and must inform the complainant of the outcome of the complaint.

(2) If the complaint is upheld, the prosecuting authority must—

- (a) apologise to the complainant or the person who was prejudiced by the issues giving rise to the complaint;
- (b) endeavour, wherever possible, to adequately address the complaint; and
- (c) take steps to ensure that the issues do not occur again.

(3) A member of the Complaints Management and Investigation Division assigned to an investigation by the head of the Division may request and obtain any report, document, information and any evidential material from any member of the prosecuting authority for use in a specific investigation.

(4) Members of the prosecuting authority, including members who are under investigation, must give their full cooperation in the investigation process.

#### Complaints against National Director, Deputy National Director or Director

**17.** (1) Any complaint lodged with the Office against a National Director or Deputy National Director or Director must be reported to the Minister for referral to the President.

(2) The President may deal with the matter in accordance with section 12(6) of the Act.

#### Information required regarding complaint

**18.** Subject to the provisions of regulation 17(2), in lodging a complaint, the complainant must—

- (a) indicate whether the complaint is lodged personally or on behalf of another person, group or class of persons, association, organisation or organ of state and, if so, provide the following particulars:
  - the particulars set out in paragraph (a) of the person lodging a complaint on behalf of the other person, group or class of persons, association, organisation or organ of state;
  - (ii) name of other person, group or class of persons, association, organisation or organ of state as contemplated in paragraph (b)(i);

- (iii) reason why the complaint is lodged on behalf of another person, group or class of persons, association, organisation or organ of state;
- (iv) information of the other person, group or class of persons, association, organisation or organ of state, on whose behalf the complaint is lodged, as contemplated in paragraph (b)(ii) to (v);
- (b) provide his or her available personal information, including-
  - (i) full names;
  - (ii) physical and postal address;
  - (iii) telephone number, cellular telephone number and facsimile numbers;
  - (iv) e-mail address; and
  - (v) preferred method of communication;
- (c) provide full details of the alleged offending act, omission, or conduct, including, but not limited to—
  - (i) the date and place of occurrence of the alleged offending act, omission or conduct;
  - (ii) the nature of the alleged offending act, omission, or conduct;
  - (iii) if known, the particulars of any member of the prosecuting authority who allegedly committed the offending act, omission or conduct;
  - (iv) the names and contact details of any person who may provide information relevant to the complaint;
  - (v) information regarding other complaint mechanisms which the complainant has employed in an attempt to resolve the complaint, if any;
  - (vi) the particulars of any person who has been involved in an attempt to resolve the complaint, if any;
  - (vii) whether the complaint requires urgent attention and the reasons for the urgency, including the harm, actual or potential, if the complaint is dealt with by the prosecuting authority in the ordinary course of business; and
  - (viii) any other relevant information or supporting documents relevant to the investigation.

### **CHAPTER 5**

#### **General provisions**

### **Reporting responsibilities**

**19.** (1) The head of the Office must submit a monthly report to the National Director on the activities of the Office.

(2) The National Director must include in the annual report to Parliament in terms of section 35(2)(*a*) of the Act, a report on the activities of the Office, including the managing, investigation and outcome of any complaint contemplated in regulation 17.

## **Offences and penalties**

**20.** (1) No person shall improperly interfere with, hinder or obstruct the Office or any member thereof in the exercise, carrying out or performance of its, his or her powers, duties and functions.

(2) Any contravention of subregulation (1) is an offence and a person is, upon conviction, subject to any sanction that may be imposed in terms of section 41(1) of the Act.

(3) Any false information provided in relation to the security vetting or lifestyle audit, contemplated in regulation 7 is an offence and a person is, upon conviction, subject to any sanction that may be imposed in terms of section 41(3) of the Act.

#### Short title

**21.** These regulations are called the Regulations on Establishment of Office for Ethics and Accountability, 2023.

#### No. 49759 271

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 4110

24 November 2023

## GENERAL EXPLANATORY NOTE:

 Image: 
# CUSTOMS AND EXCISE ACT, 1964 AMENDMENT OF RULES

Under sections 77H and 120 of the Customs and Excise Act, 1964 (Act 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto.

Elen Krissdeller

EDWARD CHRISTIAN KIESWETTER COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

## SCHEDULE

## Amendment of rule 77H.01

- 1. Rule 77H.01 is hereby amended –
- (a) by the substitution for the definition of "Customs and Excise Branch Office Appeal Committee" of the following definition:

""Customs and Excise Branch Office Appeal Committee" means an appeal committee established in terms of rule 77H.11(1)(*a*) for a Branch Office or for a number of Offices, irrespective of whether –

1

- (a) both customs and excise functions are performed by that Branch Office or those Offices;
- (b) only customs functions are performed by that Branch Office or those Offices; or
- (c) only excise functions are performed by that Branch Office or those Offices;";
- (b) by the insertion after the definition of "eFiling" of the following definition:

""person responsible for managing internal appeals at Head Office" means an official at Head Office to whom the management of internal appeals is assigned by the person entrusted with overall responsibility for Customs and Excise appeals;"

(c) by the insertion after the definition of "person in charge" of the following definitions:

"person entrusted with overall responsibility for Customs and Excise appeals" means the SARS official to whom the Commissioner has entrusted such responsibility by specific written authority;

"Rules for Electronic Communication" means the rules published in terms of section 255 of the Tax Administration Act, 2011 (Act No. 28 of 2011) by Government Notice No. 644 dated 25 August 2014;";

- (*d*) by the insertion of the expression "; and" after the definition of "Tariff, Valuation and Origin Appeal Committee"; and
- *(e)* by the addition after the definition of "Tariff, Valuation and Origin Appeal Committee" of the following definition:

## Insertion of rule 77H.01A

2. The following rule is hereby inserted after rule 77H.01:

"Delivery and receipt of documents or communications (section 77H)

**77H.01A** (1) When for purposes of these rules a document or communication, including a decision as contemplated in section 77A, is sent by SARS to a person to whom it is addressed by way of –

- (a) e-mail, rule 3(2)(a) of the Rules for Electronic Communication applies and delivery of the document or communication is regarded to occur as set out in that rule;
- (b) eFiling, rule 3(2)(b)(ii) of the Rules for Electronic Communication applies and delivery of the document or communication is regarded to occur as set out in that rule; or
- (c) post, to that person's last known postal address, delivery of the document or communication is regarded to occur at the time when it would, in the ordinary course of post, have arrived at that address.

(2) When in terms of these rules a person required or permitted to submit a document to SARS in a prescribed manner, submits the document or communication –

- (a) by way of e-mail, rule 3(2)(a) of the Rules for Electronic Communication applies and delivery of the document or communication is regarded to occur as set out in that rule;
- (b) by way of eFiling, rule 3(2)(b)(i) of the Rules for Electronic Communication applies and delivery of the document or communication is regarded to occur as set out in that rule; or
- (c) by hand, delivery of the document is regarded to occur when the document is date stamped and signed at the Office indicated in the relevant rule.

(3) A document or communication delivered as contemplated in this rule is for purposes of these rules regarded as having been received by the person to whom it is addressed, unless –

- (a) in the case of a delivery referred to in subrule (1), the Commissioner is satisfied that the document or communication was not received, or was received at another time; or
- (b) a court decides that the document or communication was not received or was received at another time.".

#### Amendment of rule 77H.02

(b)

- Rule 77H.02 is hereby amended –
- (a) by the substitution for subrule (4) of the following subrule:

"(4) A person that requested reasons must [be notified of such reasons in writing] within 45 days from the date of acknowledgement of receipt referred to in subrule (3)(a) be notified in writing –

(a) of such reasons; or

*(b)* that any written reasons already provided, are confirmed."; and by the substitution for subrule (5) of the following subrule:

"(5) If an aggrieved person intends to submit an appeal against a decision in terms of rule 77H.04 and wishes to request reasons for such decision, a request referred to in subrule (1) must be submitted within 30 days from the date **[the aggrieved person became aware of the decision]**<u>the decision was received in terms of rule 77H.01A(3)</u>.".

## Amendment of rule 77H.03

**4.** Rule 77H.03 is hereby amended by the substitution for the heading of the following heading:

"Application [for Commissioner] to direct suspension of amounts payable to Commissioner (section 77G read with 77H)".

## Amendment of rule 77H.04

5. Rule 77H.04 is hereby amended by the substitution in subrule (2) for paragraph(a) of the following paragraph:

"(a) [The timeframe within which] <u>An appeal referred to in subrule</u>(1) must be submitted [is-

- (i) ]within 30 days from the date <u>when</u> the appellant [became aware of] received, [the decision,] as contemplated in rule 77H.01A(3) –
- (i) the decision; or
- (ii) the reasons for the decision, if reasons were requested for the decision in terms of rule 77H.02[, within 30 days from the date of receipt of the reasons; or

(ii) if the date on which the appellant became aware of the decision is in dispute, within 30 days from the date on which the applicant is reasonably expected to have become aware of that decision].".

## Amendment of rule 77H.05

**6.** Rule 77H.05 is hereby amended by the substitution for subrule (3) of the following subrule:

"(3) An application in terms of subrule (2)(a)(ii) and (b) must [be submitted by making use of the details specified in rule 77H.04(4)(a) or (b)] \_

- (a) if sent through e-mail, be directed to the e-mail address indicated on the SARS website for the Office\_-
  - (i) that communicated the decision to the appellant; or
  - (ii) indicated on form SAD 500 as the "office of destination or departure", in the case of an appeal relating to the declaration process; or
- (b) if delivered by hand, be submitted to the Office referred to in paragraph
   (a)(i) or (ii), depending on the circumstances.".

## Amendment of rule 77H.06

**7.** Rule 77H.06 is hereby amended by the substitution for subrule (1) of the following subrule:

"(1) If an appeal submitted in terms of rule 77H.04 does not comply with all the requirements for a complete appeal set out in that rule, the appellant is entitled to be notified in writing of the outstanding requirements within **[20]** <u>30</u> days after acknowledgement of receipt referred to in rule 77H.04(7) had been conveyed to the appellant.".

## Amendment of rule 77H.08

**8.** Rule 77H.08 is hereby amended by the substitution for subrule (2) of the following subrule:

"(2) [(a) The Commissioner may by notice to the appellant extend the period referred to in subrule (1) in circumstances and for a period as contemplated in paragraph (b).]

**((b)]** If the Commissioner is of the opinion that more time is required to decide the appeal due to **[–** 

- (i) ] the complexity of the matter, the principle or amount involved, or due to [other] exceptional circumstances [deemed reasonable by the Commissioner], the period referred to in subrule (1) may by notice to the appellant be extended by no more than [30] 45 days, unless a longer period is agreed upon by the parties[; or
- (ii) exceptional circumstances, including circumstances where a formal interpretation by the World Customs Organisation or expert opinion was requested, the period referred to in subrule (1) may be extended by more than 30 days, as may be reasonable in such circumstances].".

## Amendment of rule 77H.10

**9.** The following rule is hereby substituted for rule 77H.10:

"Decisions to be dealt with by appeal committees (section 77H)

**77H.10** An appeal against a decision of an officer or a SARS official <u>or a</u> <u>number of officers or SARS officials acting jointly</u>, must be dealt with by the appropriate appeal committee as set out in rule 77H.11.".

## Amendment of rule 77H.11

- 10. Rule 77H.11 is hereby amended –
- (a) by the substitution in subrule (1) for paragraph (a) of the following paragraph:
  - "(a) A Customs and Excise Branch Office Appeal Committee
    - (i) [at] for any Branch Office as may be approved by the person entrusted with overall responsibility for Customs and Excise appeals [SARS official responsible for managing internal appeals at Head Office]; or
    - (ii) for a number of Branch Offices as may be approved by the <u>person</u> <u>entrusted with overall responsibility for Customs and Excise</u> <u>appeals</u> [SARS official responsible for managing internal appeals at Head Office].";

(b) by the substitution in subrule (2) for paragraph (a) of the following paragraph:

*"(a)* A Customs and Excise Branch Office Appeal Committee must, subject to paragraph *(b)*, consider and decide appeals in respect of any decision taken by an officer or SARS official, other than the person in charge of the Branch, stationed**[**—

- (i) ]at the Branch Office or Offices for which that appeal committee was established[; or
- (ii) in the case of an appeal committee referred to in subrule
   (1)(a)(ii), at any of the Branch Offices for which that Branch
   Office Appeal Committee was established].";
- (c) by the substitution in subrule (2) for paragraph (b) of the following paragraph:
  - "(*b*) A Customs and Excise Branch Office Appeal Committee may not consider and decide an appeal—
    - (i) if, in the case of an appeal in respect of which it is possible to quantify an amount to which the appeal relates, such amount exceeds [R10 000 000] R30 000 000; or
    - (ii) in relation to [any] <u>a</u> decision involving a determination of the tariff, value or origin of goods:

Provided that such committee may consider an appeal in relation to a determination referred to in section 47(9)(*a*)(i)(*bb*) made after 1 September 2019 at Branch Office level concerning goods [contemplated in item 670.04 of Schedule No. 6] in respect of which the amount to which the appeal relates does not exceed [R20 000 000] R30 000 000[.],

and provided further that such committee may consider an appeal only involving the quantum of a penalty or interest which does not exceed R30 000 000, levied in relation to a determination of the tariff, valuation or origin of goods made at branch office or head office level, unless the Commissioner directs otherwise.";

(d) by the substitution for subrule (3) of the following subrule:

"(3) The Tariff, Valuation and Origin Appeal Committee must, subject to the proviso in subrule (2)(b), consider and decide appeals in relation to **[all]** decisions involving a determination of the tariff, <u>as</u> <u>contemplated in section 47(9)(a)(i)(aa)</u>, valuation or origin of goods,

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taken at Branch Office level irrespective of the amount to which the appeal relates.";

- (e) by the substitution in subrule (4) for paragraph (c) of the following paragraph:
  - "(c) a decision taken at Branch Office level-
    - (i) by a person in charge of a Branch Office; or
    - (ii) in respect of which the amount to which the appeal relates is more than [R10 000 000] <u>R30 000 000</u>, in the case of an appeal in respect of which it is possible to quantify an amount; and
    - (iii) pursuant to an application referred to in rule 77H.03; and"; and
- (f) by the insertion of the following subrules after subrule (4):

"(5) An appeal committee must, when considering an appeal in terms of this rule, also consider a decision incidental to the decision appealed against and consequentially impacted by that decision.

(6) An appeal committee referred to in –

- (a) subrule (1)(a) may, when considering and deciding an appeal relating to a determination referred to in section 47(9)(a)(i)(bb), confirm or amend such determination, or withdraw such determination and make a new determination; and
- (b) subrule (1)(b) or (c) may, when considering and deciding an appeal relating to a determination of the tariff, valuation or origin of goods, confirm or amend such determination, or withdraw such determination and make a new determination.".

## Substitution of rule 77H.12

- 11. Rule 77H.12 is hereby amended –
- (a) by the substitution in subrule (1) for subparagraph (iii) of paragraph (a) of the following subparagraph:
  - (iii) the person responsible for managing Tariff, Valuation and Origin at Head Office [officer or SARS official responsible for managing internal appeals at Head Office], in the case of[–
    - (aa) ] the Tariff, Valuation and Origin Appeal Committee referred to in rule 77H.11(1)(*b*); and

- [(bb) the Customs and Excise National Appeal Committee referred to in rule 77H.11(1)(c); and]";
- (b) by the insertion in subrule (1) after subparagraph (iii) of paragraph (a) of the following subparagraph:
  - "(iv) the person responsible for managing internal appeals at Head Office in the case of the Customs and Excise National Appeal Committee referred to in rule 77H.11(1)(c); and";

and

- (c) by the substitution in subrule (1) for paragraph (b) of the following paragraph:
  - "(b) at least four additional committee members with the necessary knowledge and skills to consider and deal with an appeal brought before the relevant appeal committee appointed, subject to subrule (2), <u>in</u> <u>accordance with terms of reference referred to in rule 77H.14 approved</u> by the [Chairperson -] <u>person entrusted with overall responsibility for</u> Customs and Excise Appeals.
    - [(i) from officers or SARS officials—
      - (aa) under his or her control, in the case of an appeal committee referred to in paragraph (a)(i); or
      - *(bb)* representing each of the Branch Offices for which the appeal committee is constituted, in the case of an appeal committee referred to in paragraph *(a)*(ii):

Provided that in the case of an appeal involving an excise matter, members may include officers or SARS officials with the relevant specialised knowledge of excise who do not fall within the categories referred to in item *(aa)* and *(bb)*; or

(ii) in the case of an appeal committee referred to in rule 77H.11(1)(b) and (c), from officers or SARS officials, irrespective of whether such officers or officials are under the control of the Chairperson or from other divisions or regions of SARS.]".

## Amendment of rule 77H.13

12. Rule 77H.13 is hereby amended –

- (a) by numbering the current provision as subrule (1); and
- (b) by the addition of the following subrule after re-numbered subrule (1):
   "(2) Terms of reference referred to in rule 77H.14 may set out powers

or duties in addition to those referred to in subrule (1) in relation to the operation of an appeal committee.".

## Substitution of rule 77H.14

**13.** The following rule is hereby substituted for rule 77H.14

"Procedural matters relating to the operation of appeal committees (section 77H)

The <u>composition and</u> convening of, and procedures at, meetings and administration of an appeal committee established in terms of rule 77H.11 including quorum requirements, as well as any other matter necessary for the proper functioning of the appeal committee, must be in accordance with any applicable terms of reference <u>approved by the person entrusted with the overall</u> <u>responsibility for Customs and Excise appeals</u>, regulating the procedural matters and operational requirements of the relevant appeal committee, issued by SARS and published on the SARS website.".

## Insertion of rule

**14.** The following rule is herewith inserted after rule 77H.14:

"Decisions of Appeal Committees (section 77F read with 77H) 77H.15 The Commissioner's authority contemplated in section 77F is

delegated to the person entrusted with overall responsibility for Customs and Excise appeals.".

## **Transitional arrangement**

**15.** (1) For purposes of this item –

"effective date" in relation to the amendments set out in this Schedule means the date on which such amendments come into effect; and

"**amended rules**" means the rules under section 77H of the Customs and Excise Act, 1964, in relation to internal appeals, as amended by this Notice. (2) An appeal submitted in terms of the rules under section 77H of the Customs and Excise Act, 1964, before the effective date must –

- (a) in the case where consideration has not commenced yet, be dealt with in accordance with the amended rules; and
- (b) in the case where consideration has already commenced on the effective date, be completed in accordance with the rules as they existed immediately before the effective date.

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