



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11644

Regulasiekoerant

Vol. 701

24

November
November

2023

No. 49759

PART 1 OF 3

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

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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 www.gpwonline.co.za
- 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: Annamarie.DuToit@gpw.gov.za

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** **2023**

*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.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 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
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
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 after 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 PRINTING WORKS - BUSINESS RULES

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 after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after 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 www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

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

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwnonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

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

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**DEPARTMENT OF EMPLOYMENT AND LABOUR**

NO. R. 4107

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.

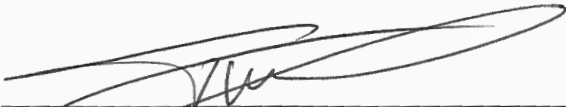

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/11/2023**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

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 kuNhlanguvana 2020, R.965 kuMandulo 2020, R.1264 kuLwezi 2020, R.2141 kuNhlanguvana 2022, kanye no R.3619 somhlaka 30 kuNhlanguvana 2023 kusukela ngosuku lokusebenza kwalesi sivumelwano.


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

DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 4108

24 November 2023

LABOUR RELATIONS ACT, 1995

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

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



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/11/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R.

USUKU:

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 INGXYENYE 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 Kwezindle, 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: 03/11/2023**

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SCHEDULE

**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY****MAIN COLLECTIVE AGREEMENT**

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

Employers' Organisation for Hairdressing, Cosmetology and Beauty

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

and

UASA – The Union

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

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

1. SCOPE OF APPLICATION

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

For the purpose hereof

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

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"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.

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

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

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

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

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall:

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

2. PERIOD OF OPERATION

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

3. INDUSTRIAL ACTION

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

TERMS AND CONDITIONS THAT WILL APPLY NATIONALLY

4. DEFINITIONS

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

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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;

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- 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;

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

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- 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:

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- 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:

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- 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;

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- 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 Employers;

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- 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.

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

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- 4.2.41.4 time management;
 - 4.2.41.5 marketing and promotions;
 - 4.2.41.6 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

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- 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;

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- 4.2.48.9 giving clients scalp treatments by the application of any hairdresser treatment products prescribed by the manufacturer of that product, excluding any treatment performed by infra-red ray, ultra-violet ray, or thermos treatment;
- 4.2.48.10 tinting and applying colour (permanent and semi-permanent) and applying toners and/or bleach;
- 4.2.48.11 cleaning and/or sweeping premises;
- 4.2.48.12 running errands;
- 4.2.48.13 providing refreshments to staff and customers of an Establishment;
- 4.2.48.14 sanitising and disinfecting tools, equipment and surfaces;
- 4.2.48.15 washing dishes; and
- 4.2.48.16 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;

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- 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;
 - 4.2.54.4 washing, drying and/or folding of towels and linen used in or at the Establishment;
 - 4.2.54.5 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.

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- 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

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- 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

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

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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;

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- 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.

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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);

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- 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.

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- 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.

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- 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:-

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- 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.

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- 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.

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- 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;

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

14. STRIKES AND LOCK-OUTS

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

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

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

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- 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.

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

16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

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

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- 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.

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16.13 Notwithstanding the provisions of clauses 15.2.2 to 15.9 and 16.5 to 16.7 above, the Employers' Organisation, when an Employer is recruited as a new member that is not registered with the Council, and whilst waiting for the Council to attend to the registration of and the submission of a return to the Employer as contemplated in clause 6.1 above or to record such Employer to be a member of the Employers' Organisation and furnish the Employer with a return:-

16.13.1 may collect the membership fees directly from such newly recruited Employer until such time that the Employer is properly registered with the Council and has been furnished with a return or the Employer's membership with the Employers' Organisation has been properly captured by the Council and has been furnished with a return; and

16.13.2 whilst such membership fees are being collected by the Employers' Organisation, there will be no commission payable to the Council on the membership fees collected.

17. TRADE UNION: MEMBERSHIP FEES

17.1 Every Employer shall on a weekly or monthly basis, as the case may be, deduct from the remuneration or Basic salary or wages of its Employees a membership fee, if such Employee is a member of the Trade Union, as determined from time to time by the Trade Union and shall pay such membership fee to the Trade Union, care of the Council, by no later than the 7th (seventh) day of each month following on the month in which the deductions were made.

17.2 The Council shall prepare an analysis of all amounts received as membership fees. The Council shall be entitled to deduct a collection fee, expressed as a percentage of the total of membership fees collected, which percentage will be determined and agreed upon from time to time by the parties to the Council.

17.3 Employees who are not members of the Trade Union are not compelled to become members of the Trade Union, save for such areas where a Closed Shop agreement may be applicable.

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- 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 annexure "D" hereto.
- 18.1.4 All applications for exemption shall be supported by such supporting documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.
- 18.1.5 The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt by the CEO of the Council.
- 18.1.6 The person or entity moving for the application for exemption (*"the Applicant"*) may request the Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee considers the application, failing which the Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.
- 18.1.7 All applications shall comply with the following, being:-
- 18.1.7.1 it shall be fully motivated;
- 18.1.7.2 be accompanied by the required supporting documentation;

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- 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

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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;

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

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

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

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- 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;

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- 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;

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- 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

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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.

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- 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 clause 19.18.1 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");

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- 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.

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

21. LEAVE**21.1 Annual Leave**

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

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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); multiplied by

22.1.2 the percentage PSC as agreed upon between the Parties to this Agreement i.e., Employers' Organisation and Trade Union; divided by

22.1.3 21.67 (twenty-one point six seven) in the event of a 5 (five) day working week or, 26 (twenty-six) in the event of a 6 (six) day working week; multiplied by

22.1.4 the number of days annual leave, or notice days in lieu of notice pay or severance pay, payable.

22.2 The sum total of the PSC calculated in clause 22.1 above will not be payable in respect of leave taken should:

22.2.1 the leave constitutes occasional leave and the normal payment to be made by the Employer to the Employee for the pay month in respect of which the occasional leave is taken, is more than the payment to be made should the aforesaid calculation be applied. For purposes of this clause "pay month" shall be interpreted as the monthly cycle in respect of which an Employee is entitled to receive payment from an Employer, irrespective whether this monthly cycle corresponds with calendar months;

22.2.2 the period of leave taken exceeds the statutory leave to which an Employee is entitled to in any 12 (twelve) month cycle of continued employment;

22.3 In the absence of any agreement between the Employer and Employee that neither party have to pay notice pay to the other, notice pay in terms of this clause 22 will be payable:

22.3.1 by an Employer to an Employee, if the Employee's employment is terminated and the Employer elects that the Employee should not work any notice period; or

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

23. TERMINATION OF SERVICE

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

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- 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;

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23.3.3 2 (two) weeks remuneration or Basic salary or wages if the Employee has been employed for more than 6 (six) months.

23.4 Nothing contained in this clause 23 shall affect:

23.4.1 the right of the Employer or Employee to terminate the employment without notice for any cause recognised by law as sufficient;

23.4.2 the right of an Employee to claim that he has been unfairly dismissed.

23.5 An Employer may not terminate the services of an Employee during the Employee's temporary absence from work due to illness provided that:

23.5.1 the Employer was notified on the first occasion reasonable possible of the Employee falling ill; and

23.5.2 a medical certificate explaining the reason for the absence from work is presented to the Employer on the 1st (first) occasion reasonable possible of the Employee falling ill, but no later than on the Employee's return to work.

23.6 The notice period may not run concurrently with, and shall not be given during, an Employee's temporary absence due to annual leave, or maternity leave.

24. CERTIFICATE OF SERVICE

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

25. PROHIBITION OF PRIVATE WORK

25.1 An Employee, whilst in the employ of an Employer engaged in the rendering of Cosmetology services, excluding Part time Employees, shall not:-

25.1.1 solicit clients or render or undertake to render any Cosmetology services other than instructed by his / her Employer;

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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;

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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

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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. LEARNERSHIP 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 learner / student being a minor, the Employer and by the Training Provider;
- 28.2.2 concluded within 90 (ninety) days after the date of commencement of employment;
- 28.2.3 in accordance with the learnership contract prescribed by SSETA or student agreement prescribed by the Council, the latter of which is annexed hereto as annexure "G".
- 28.3 An Employer shall not, directly or indirectly, in any way or manner, receive any counter value of whatsoever nature, from a learner or student, for entering into a learnership contract or student agreement with a learner or student.
- 28.4 The Student shall, on an annual basis, pay a prescribed fee to the Council for purposes of administering the relationship between City and Guilds and the Student.
- 28.5 Learners and Students shall be compelled to become and remain members of the Sick Pay Fund, but shall be exempt from becoming members of the Pension Fund contemplated in clause 29 below and to contribute to the payment of a Council levy, until such time that the Learner / Student entered a Level 4 or has been engaged as a Learner / Student for a period of 30 (thirty) months, whichever happens first in time. For purposes of this clause 28.5 "engaged" shall mean the relationship between the learner / 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 Learnership contract or Student Agreement, entered into with the Employer. The time that the Learner or Student spends at the Training Provider shall form part of the Learner or Student's normal working hours.
- 28.8 A Learner shall only be entitled to the allowances contemplated in schedule 2 of the NMWA if such a Learner has concluded a learnership agreement as postulated in section 17 of the Skills Development Act, Act 97 of 1998 i.e. a learnership agreement:-
- 28.8.1 entered into by and between the Learner, an Employer and an accredited Training Provider; and
- 28.8.2 which agreement is in the prescribed form and is registered in the prescribed manner.
- 28.9 Should a Learner conclude a learnership agreement in terms of section 17 of the Skills Development Act, Act 97 of 1998, the allowances postulated in schedule 2 to the NMWA will be used for purposes of calculating any compulsory contributions to be made in terms of this Main Collective Agreement.

29. PENSION FUND

29.1 Establishment of the fund

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

29.1.1.3 Hairdressing, Cosmetology, Beauty and Skincare Industry Fund;

29.1.1.4 Bargaining Council for the Hairdressing Trade, Cape Peninsula Provident Fund;

29.2 Contributions to the Fund

29.2.1 A member of the Fund shall make a monthly contribution to the Fund (*"the Member's contribution"*) equal to the percentage of his/her Basic salary and wages as set forth in annexure "H" hereto.

29.2.2 An Employer shall deduct, on a monthly basis, from the Basic salary and wages of each Employee, the Member's contribution.

29.2.3 Every Employer shall on a monthly basis contribute to the Fund (*"the Employer's contribution"*) an amount equal to the percentage of each Employee's Basic salary and wages as set forth in annexure "H" hereto.

29.2.4 An Employer shall by no later than the 7th (seventh) day of the month immediately following the month in respect of which the Member's contribution is deducted, pay to the Council, both the Member's contribution and the Employer's contribution and submit, a statement in such a format as prescribed in terms of Section 33 of the Pension Fund Act (*"the PFA"*).

29.2.5 No Member's contributions shall be deducted nor Employer's contributions be payable in respect of any period of time during which an Employee is on unpaid leave or unpaid absent as a result of illness or injury on duty, during which no or insufficient payment is due in that payroll cycle to the Employee by the Employer in terms of any provision of this Agreement or under any law.

29.2.6 If any amount due and payable in terms of this clause 29 or in terms

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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

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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 Annexure I, shall apply.

37. SEVERANCE OR RETRENCHMENT PAY

- 37.1 As per each Area below.

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

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38.1 As per each Area below.

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

38.3 As from the 1st of January 2020, the Council will cease to facilitate and administer any Medical Aid Scheme and Medical Insurance Plan for the Industry.

39. BEAUTY AND SKINCARE

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

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

AREA A

The Province of Gauteng (excluding the Magisterial Districts of Bronkhorstspuit, 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;

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

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- 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;

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- 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

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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

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

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

20. SHORT –TIME

- 20.1 The provisions of the National Agreement above, applies.

21. LEAVE**21.1 Annual Leave**

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

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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;

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

21.4 Union Leave

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21.4.1 Subject to reasonable conditions, a trade union representative is entitled to take reasonable time off with pay during working hours:-

21.4.1.1 to perform the functions of a trade union representative; and

21.4.1.2 to be trained in any subject relevant to the performance of the functions of a trade union representative.

22. PERSONAL SERVICES COMMISSION (PSC)

22.1 For purposes of the calculation set forth in clause 22 of the National Agreement above, the undermentioned percentages will be used in Area A, in accordance with the example set forth in annexure "E" hereto, being:

22.1.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31st of May 2024;

22.1.2 22% (twenty two percent) for the period 1 June 2024 to 31 May 2025; and

22.1.3 23% (twenty three percent) for the period 1 June 2025 to 31 December 2025.

23. TERMINATION OF SERVICE

23.1 The provisions of the National Agreement above, applies.

24. CERTIFICATE OF SERVICE

24.1 The provisions of the National Agreement above, applies.

25. PROHIBITION OF PRIVATE WORK

25.1 The provisions of the National Agreement above, applies.

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81**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.

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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.

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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

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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:

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

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

38. MEDICAL AID SCHEME AND MEDICAL INSURANCE PLAN

- 38.1 No medical aid or scheme applies in this area.

AREA B

The Magisterial Districts of Cullinan, Pretoria, Wonderboom, Bronkhorstspuit, 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

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12.1 The provisions of the National Agreement above, applies.

13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS

13.1 The provisions of the National Agreement above, applies.

14. STRIKES AND LOCK-OUTS

14.1 The provisions of the National Agreement above, applies.

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

15.1 The provisions of the National Agreement above, applies.

16. EMPLOYERS' ORGANISATION: MEMBERSHIP

16.1 The provisions of the National Agreement above, applies.

17. TRADE UNION: MEMBERSHIP FEES

17.1 The provisions of the National Agreement above, applies.

18. EXEMPTIONS

18.1 The provisions of the National Agreement above, applies.

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

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

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

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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'

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

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

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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

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- 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

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

33.2 Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.

33.3 An agreement in writing may reduce the meal interval to not less than 30 (thirty) minutes.

34. OVERTIME

34.1 Subject to this clause 34, an Employer may not require or permit an Employee-

34.1.1 to work overtime except in accordance with an agreement;

34.1.2 to work more than 3 (three) hours' overtime a day; or

34.1.3 to work more than 10 (ten) hours' overtime a week.

34.2 Notwithstanding the limits on hours of work specified in clause 34.1 above, overtime may be worked as may be required from time to time: Provided that the Employer and Employee have, in writing, mutually, agreed to the Employee working such overtime.

34.3 An Employer shall -

34.3.1 pay an Employee at least 1.5 (one and half) times the Employees wage for every 1(one) hour overtime worked; or

34.3.2 grant an Employee at least 90 (ninety) minutes time off for every hour of overtime worked.

34.3.3 the time off shall be paid and granted within 1 (one) month of such overtime worked.

- 34.4 An Employer must pay an Employee who works on a Sunday at double the Employee's wage for each hour worked, unless the Employee ordinarily works on a Sunday, in which case the Employer must pay the Employee at 1.5 (one point five) times the Employee's wage for each hour worked.
- 34.5 If an Employee works less than the Employee's ordinary shift on a Sunday and the payment that Employee is entitled to in terms of clause 34.4 is less than the Employee's ordinary daily wage, the Employer must pay the Employee the Employee's ordinary daily wage.
- 34.6 Notwithstanding clauses 34.4 and 34.5, an agreement may permit an Employer to grant an Employee who works on a Sunday, paid time off equivalent to the difference in value between the pay received by the Employee for working on the Sunday and the pay that the Employee is entitled to in terms of clauses 34.4 and 34.5.
- 34.7 Any time worked on a Sunday by an Employee who does not ordinarily work on a Sunday is not taken into account in calculating an Employee's ordinary hours of work in terms of clause 34.1 but is taken into account in calculating the overtime worked by the Employee in terms of clause 34.3.1.
- 34.8 If a shift worked by an Employee fall on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on that other day.
- 34.9 An Employer must grant paid time off in terms of clause 34.6 within 1 (one) month of the Employee becoming entitled to it.
- 34.10 An agreement in writing may increase the period contemplated by clause 34.9 up to 12 (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;

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- 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.

101**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 employs 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.

102**7. RELATIONSHIP BETWEEN EMPLOYER, EMPLOYEE AND COUNCIL**

7.1 The provisions of the National Agreement above, applies.

8. KEEPING OF RECORDS BY EMPLOYER

8.1 The provisions of the National Agreement above, applies.

9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT

9.1 The provisions of the National Agreement above, applies.

10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

10.1 The provisions of the National Agreement above, applies.

11. DESIGNATED AGENTS

11.1 The provisions of the National Agreement above, applies.

12. CO-OPERATION WITH DESIGNATED AGENTS

12.1 The provisions of the National Agreement above, applies.

13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS

13.1 The provisions of the National Agreement above, applies.

14. STRIKES AND LOCK-OUTS

14.1 The provisions of the National Agreement above, applies.

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

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15.1 The provisions of the National Agreement above, applies.

16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

16.1 The provisions of the National Agreement above, applies.

17. TRADE UNION: MEMBERSHIP FEES

17.1 The provisions of the National Agreement above, applies.

18. EXEMPTIONS

18.1 The provisions of the National Agreement above, applies.

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

19.1 The provisions of the National Agreement above, applies.

19.2 The Basic Salary or Wages payable in respect of this for this Area is set forth in annexure "H9" hereto.

20. SHORT -TIME

20.1 The provisions of the National Agreement above, applies.

21. LEAVE**21.1 Annual Leave**

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

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- 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.

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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.

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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

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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.

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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

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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)

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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.

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

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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.

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- 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.

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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

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8.1 The provisions of the National Agreement above, applies.

9. ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT

9.1 The provisions of the National Agreement above, applies.

10. ENFORCEMENT OF COLLECTIVE AGREEMENTS

10.1 The provisions of the National Agreement above, applies.

11. DESIGNATED AGENTS

11.1 The provisions of the National Agreement above, applies.

12. CO-OPERATION WITH DESIGNATED AGENTS

12.1 The provisions of the National Agreement above, applies.

13. PROCEDURES FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATIONS

13.1 The provisions of the National Agreement above, applies.

14. STRIKES AND LOCK-OUTS

14.1 The provisions of the National Agreement above, applies.

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

15.1 The provisions of the National Agreement above, applies.

16. EMPLOYERS' ORGANISATION: MEMBERSHIP FEES

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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:-

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

120**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 1st of January 2018, upon which date membership to the Sick Pay Fund will become compulsory and the provisions of this clause 21.4.2 will lapse.

21.5 Union Leave

21.5.1 Every Employer must give Employees who are representatives or alternates on the Council:-

21.5.2 15 (fifteen) days' leave per year, of which 8 (eight) days must be paid, to attend to their duties arising from their work on the Council;

21.5.3 5 (five) days' paid leave to attend Labour Relations Training Workshops and seminars.

22. PERSONAL SERVICES COMMISSION (PSC)

22.1 The provisions of the National Agreement above apply, save that the percentage to be applied for this Area will be:

22.1.1 21% (twenty one percent) for the period 1 June 2023 to 31 May 2024 in respect of Parties and in respect of non-parties, on such date as determined by the Minister of Employment and Labour in terms of section 32 of the Act, until the 31st of May 2024;

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- 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

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- 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.

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- 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.

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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

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- 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.

126**35. PUBLIC HOLIDAYS**

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

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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;

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- 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:
- 36.5.1 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.

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

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

- 36.7 The following benefits will be applicable:

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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.

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- 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.

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

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

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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 annexure "E".


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.

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

 *Matjebe.*

FOR UASA:

MS P MATJEBE

 *Maartens*

FOR: EOHCB

MR C MAARTENS

 *L. Brothwell*

CHIEF EXECUTIVE OFFICER

BARGAINING COUNCIL:

MS L BROTHWELL

NATIONAL BARGAINING COUNCIL

for Hairdressing • Cosmetology • Beauty • Nail Technology

ANNEXURE A

APPLICATION FOR REGISTRATION OF AN ESTABLISHMENT BY AN EMPLOYER

Notes: - Complete ALL questions please.

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

AGENT	
DIVISION/ AREA	

1. Establishment's full name details:

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

2. Establishment Postal Address:

Postal Code:	

3. Establishment Telephone Number:

Dialling Code: _____ **Number:** _____

Initial
Here:

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

(1)

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

(2)

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

(3)

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

(4)

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

**Initial
Here:**

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

- ☐ Gents/ Barber Salon Only
- ☐ Ladies Hairdressing Salon Only
- ☐ Unisex Hair Salon
- ☐ Beauty Salon
- ☐ Hair and Beauty Salon
- ☐ Nail Salon Only
- ☐ Other and describe: _____
- ☐ Afro Salon
- ☐ Caucasian Salon
- ☐ Afro and Caucasian Salon

6. Tick whether this is:

- 6.1 ☐ An entirely **NEW** business. If so, specify the DATE on which this business commenced ____/____/____.
- 6.2 ☐ An **EXISTING** business which has been acquired by a **NEW** Owner. If so, state the Name under which the business was formerly carried on:

And ALSO give the following details:

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

7. Legal Personality of Establishment (Tick Correct Classification)

- ☐ Sole Proprietorship
- ☐ Partnership
(ATTACH COPY of PARTNERSHIP AGREEMENT and COPIES of ALL Partners' IDs)

Initial
Here:

- ☐ **Closed Corporation (cc)** *CK Number*.....
(ATTACH COPY of CK Registration Documents and COPIES of ALL Members' IDs)
- ☐ **Company [Pty] Ltd** *Co. Reg. No.*.....
(ATTACH copy of Certificate of Incorporation and copies of ALL Director's /Shareholders IDs)
- ☐ **Trading Trust** *Trust Reg. No.*
(ATTACH copy of Trustee Registration Documents & copies of ALL Trustees' IDs)

SDL (Skills Development Number):

SARS INCOME TAX NUMBER:

Contact details of:

- ☐ Sole Proprietor;
- ☐ Partner/s;
- ☐ Member/s;
- ☐ Director/s;
- ☐ Trustee/s;

Title:		
Name/s:		
Surname:		
Cellphone Number:		
Landline Number:	Code:	Number:
ID Number:		
Passport number and Country of Origin:		
Physical Address:		
	Code:	
Are you a working employer? (Are you actively working in the establishment?)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Initial
Here:

Do you wish to belong to the Sick Pay Fund?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you wish to belong to the Sick Pay Benefit Fund? (Cape Town / Natal)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you wish to belong to EOHCB?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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

Name and Surname of the Manager/ Person in control	
--	--

Initial
Here:

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

Initial
Here:

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

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

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

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

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

EMPLOYER SIGNATURE

Initial
Here:

NATIONAL BARGAINING COUNCIL

• Hairdressing • Cosmetology • Beauty • Skincare • Nails

Fax: (011) 760-1274

Tel: (011) 760-1685

ANNEXURE B

APPLICATION FOR REGISTRATION OF AN EMPLOYEE

Notes: - Please Complete ALL questions.

AGENT	
DIVISION/ AREA	

1. EMPLOYEE'S DETAILS:

Surname:																					
Maiden Surname: (where applicable):																					
Full names:																					
Initials:																					
Title: (mark with an X)	Mr. ____ Ms. ____ Mrs. ____ Other (specify) _____																				
Gender: (mark with an X)	Male ____ Female ____																				
Race: (mark with an x) For statistical purposes	Black ____ White ____ Coloured ____ Indian ____ Other: _____ (specify)																				
Date of Birth:	Year: ____ Month: ____ Day: ____																				
Identity or Passport number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Job Description: (for example: Qualified Stylist, Operator, Learner, Student etc.)	Qualified: ____ Unqualified: ____ Certified: ____ Other : (specify) _____ (Mark with X) Work <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				

2

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

3

Do you have an EXEMPTED basic salary? (An exempted salary is a salary either higher or lower than the prescribed salary) (If YES, please indicate exempted salary)	YES ____ NO ____ R ____
Salary Exemption START date: (YEAR/MONTH/DAY)	Year: ____ Month: ____ Day: ____
Salary Exemption END date: (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? (Mark with X)	YES ____ NO ____
---	------------------

3. **NATIONAL PENSION FUND DETAILS:**

Are you a member of the National Pension Fund? (Mark with X)	YES ____ NO ____
If NO , 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. **EMPLOYEE'S PERSONAL TAX DETAILS:**

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

Are you registered for PAYE? (Mark with X)	YES ____ NO ____
---	------------------

4

[illegible]

5. NATIONAL SICK PAY FUND MEMBERSHIP:

Are you a member of the National Sick Pay Fund? (Mark with X)	YES _____ NO _____
If NO, 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

Employee's Signature

PRINT NAMES IN FULL

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
Bronkhorstspuit, Cullinan	114	R600.00
Rustenburg, Brits, Mankwe (Hartbeespoort)	115	R600.00
Limpopo	116	R600.00
Mpumalanga	117	R600.00

BARGAINING LEVY – ALL NON PARTIES

Nationally	R600.00
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NATIONAL BARGAINING COUNCIL

for Hairdressing • Cosmetology • Beauty • Skincare • Nails

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

E-MAIL: exemption@hcsbc.co.za

FAX: 086 585 0314

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

18. EXEMPTIONS

18.1 General exemption from any provisions of this Agreement

- 18.1.1 An application for the exemption of the provisions contained in this Agreement by a party shall be heard by the Council's Exemption Committee. An application for the exemption of the provisions contained in this Agreement by a non-party shall be heard by an Independent Exemption Committee consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Act.
- 18.1.2 The Exemption Committee shall consist of 3 (three) persons, 1 (one) each appointed from each of the parties to this Agreement and a Council Employee.
- 18.1.3 An application for exemption shall be in writing and made to the General Secretary of the Council in the form as set forth in **Annexure D** hereto.
- 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 | Page

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

18.2 Exemption from Pension Fund

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

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

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

18.3 Appeals

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

ANNEXURE 'D'

APPLICATION FOR EXEMPTION

SAL REF NO _____ AGENT _____

1. **DETAILS OF THE APPLICANT:**

(Please tick the box with an X where applicable)

1.1 **As the applicant are you:**

- ☐ The employer
 ☐ The employee
☐ EOHCB Member
 ☐ Union Member
☐ Non EOHCB Member
 ☐ Non-Union Member
☐ Rent-a-Chair / Working Employer (no staff)

Name & Surname of Applicant: _____

ID / Passport Number _____ Date of Birth: _____

Designation: _____

Salon Name: _____ Salon Code _____

Physical Address: _____

Postal Address: _____ Code: _____

Tel. No. work: _____ Cell. _____

Fax No: _____ e-mail address _____

Employee's name/s:

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

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

"I,, ID number hereby declare that I understand the consequences of the application for Exemption from"

I agree to abide by the outcome.

Signature: Date:

Full Name and Surname:

2. NATURE OF EXEMPTION:

☐ Pay lesser basic salary:

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

☐ Pay lesser commission

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

☐ Pay basic plus commission

BASIC	
% COMMISSION	
PERIOD OF EXEMPTION	

☐ Pay commission only

% COMMISSION	
PERIOD OF EXEMPTION	

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

☐ Sick Pay Fund Membership:

Payslip attached:

☐ YES ☐ NO

Letter from Salon Owner attached:

☐ YES ☐ NO**Please include proof on payslip of SPF payments according to Collective Agreement;
and a****Letter from Salon Owner that they are paying Sick Leave as per the Agreement**☐ Sick Benefit Fund Membership:

Payslip attached:

☐ YES ☐ NOAlternative Medical Aid: ☐ YES ☐ NO**Please include proof of Medical Aid and payslip where payment is made in terms of SBF
contributions according to Collective Agreement.**☐ Pension Fund Membership:Alternative Pension Fund: ☐ YES ☐ NO Period of Exemption: _____**Please include proof of Alternative Fund and payslip where payment is made in terms of Pension
Fund contributions according to Collective Agreement and comparison between the HBSI Fund
and Alternative Fund****ATTACH THE COMPLETED PENSION FUND BROKER APPLICATION FORM**☐ Hours of Work:

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

☐ Other:

Describe _____

EXEMPTION PERIOD: _____

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

Any special circumstances that may exist:

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

The interest of the sector with specific reference to:-

Unfair competition

Collective bargaining.

The interest of Employees with specific reference to:-

Exploitation

Job preservation

The interest of the Applicant with specific regard to:-

Financial stability

Operational requirements

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

☐ YES ☐ NO

Briefly state the outcome of that consultation: _____

Do you require an Interpreter: ☐ YES ☐ NO

If YES, please indicate preferred language: _____

Signatures: Employer: _____

Full Name and Surname: _____

Employee: _____

Full Name and Surname: _____

Date of Consultation: _____

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

☐ YES ☐ NO

Briefly state the outcome of that consultation: _____

Signatures: UASA Official: _____

Full Name and Surname: _____

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EOHCB Official: _____

Full Name and Surname: _____

Date of Consultation: _____

5. MOTIVATION FOR EXEMPTION:

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

- ☐ Copy of the business Financial Statement for the past three months if application is for salary;
☐ I have indicated in my application the period on which exemption is applied for;
☐ Copy of the alternative Medical Aid
☐ Copy of the proof that SPF/SBF payments are uphold by employer according to Collective Agreement

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

*PLEASE NOTE THAT THE STATUS QUO AS PER NATIONAL M UN ADVISORY APPLIES
 UNTIL EXEMPTION IS APPROVED OR DENIED.*

I, Hereby agree that by signing below, I understand that
 if all the required documents are not attached that the Exemption will not be heard.

Signature: _____

Date: _____

Full Name and Surname: _____

(APPLICANT 1)

Signature: _____

Date: _____

Full Name and Surname: _____

(RESPONDENT 1)

Signature: _____

Date: _____

Full Name and Surname: _____

(APPLICANT 2)

Signature: _____

Date: _____

Full Name and Surname: _____
(RESPONDENT 2)

Signature: _____

Date: _____

Full Name and Surname: _____
(APPLICANT 3)

Signature: _____

Date: _____

Full Name and Surname: _____
(RESPONDENT 3)

Signature: _____

Date: _____

Full Name and Surname: _____
(APPLICANT 4)

Signature: _____

Date: _____

Full Name and Surname: _____
(RESPONDENT 4)

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

NATIONAL BARGAINING COUNCIL

in the Hairdressing • Cosmetology • Beauty • Skincare Industry

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

E-MAIL: exemption@hcsbc.co.za

FAX: 086 585 0314

HAIRDRESSING BEAUTY AND SKINCARE INDUSTRY PENSION FUND

BROKER/INTERMEDIARY EXEMPTION APPLICATION FORM

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

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

Fund Name: _____

FSB Registration Number: _____

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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: ☐ Pension Fund ☐ Provident 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 asset-based fees charged in addition to normal member administration fees, as well as all governance, distribution and intermediary fees and employer participation fees) Failure to do so will result in an automatic disqualification.

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				

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

☐ YES ☐ 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: _____

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 / Dismissal Benefits	Share of Fund		
Funeral Benefits	Main member	R20 000	
	Spouse	R20 000	
	Child 14 to 21 years	R20 000	
	Child 6 to 13 years	R10 000	
	Child 1 to 5 years	R 5 000	
	Stillborn to 11 months	R 5 000	
	Does the Funeral benefit include paid-up benefits for the family at the death and disability of main member?	Yes	No
Critical Illness	R50 000 (severity levels apply on some conditions)		
	Does the Critical Illness benefits include the 16 minimum severe medical conditions?	Yes	No

Full Pension Fund documentation of Fund applying for exemption must be attached, including signed
 constitution, Special Rules, etc. ☐ YES ☐ NO

Do the Rules allow for resignation benefits to be paid whilst still working in the industry? ☐ YES ☐ NO

Name of Person
 Completing Form: _____
 Designation of
 Person Completing
 Form: _____

Telephone Number: _____

Signature _____

On completion, please return to, General Secretary at exemption@hcsbc.co.za

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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 1st of May during any year the preceding 12 months' commission, excluding VAT, is added:

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

Step 2

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

$$\begin{aligned} & \text{R35,315.00 divided by 12} \\ & = \text{R2,943.00} \end{aligned}$$

Step 3

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

$$\begin{aligned} & \text{R2,943.00 X ** \% [if Area A or D], or R2,943.00 X 25\% [if area B or C]} \\ & = \text{R588.60* [if Area A or D] or R735.75 [if Area B or C]} \end{aligned}$$

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

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

Step 4

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

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

Therefore: -

1. The monthly PSC of R588.60 (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)
2. 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: -

$$\begin{aligned} & \text{The daily rate of R22.63 (or*) multiplied by 10 days:} \\ & = \text{R226.30} \end{aligned}$$

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

ANNEXURE F**CERTIFICATE OF SERVICE**

Name of Salon: _____

Address of Salon: _____

Name and Surname of employee (in full): _____

Sex: M / F

Employed as: _____

Wages: R _____ per week/month

Date employment commenced: ____/____/____

Date employment ended: ____/____/____

Remarks: _____

Print Name of Employee_____
Signature of Employee_____
Print Name of Employer_____
Signature of Employer

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ANNEXURE G

STUDENT AGREEMENT

Entered into by and between:

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

("the Employer")

and

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

("the Student")

and

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

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

and

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

("Training Provider")

Student Enrolment Number: _____

Council Employee Number: _____

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OFFICE USE ONLY

1 SCHEDULE**1.1 Full names of Employer, identity number / registration number:**

1.2 Trading name of Employer (if applicable):

1.3 Address of Employer:

1.4 Postal address of Employer:

1.5 E-mail address of Employer:

1.6 Telephone number of Employer:

1.7 Contact person at Employer authorised to sign this agreement

1.8 Name of Training provider, if not Employer:

1.9 Address of Training provider, if not Employer:

1.10 Postal address of Training provider, if not Employer:

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1.11 Telephone number of Training provider, if not Employer:

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

1.13 Name of contact person at Training provider:

1.14 Full names and identity number of Student:

1.15 Address of Student:

1.16 Postal address of Student:

1.17 Telephone number of Student:

1.18 E-mail address of Student:

1.19 Is Student a South African Citizen: YES / NO

1.20 If No, attach copy of working permit.

1.21 If Student is younger than 18 years when signing this agreement then paragraphs 1.22 to 1.26 must be completed.

1.22 Full names and identity number of legal guardian:

1.23 Address of legal guardian:

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1.24 Postal address of legal guardian:

.....

1.25 Telephone number of legal guardian:

.....

1.26 E-mail address of legal guardian:

.....

1.27 Commencement date of this agreement:

.....

1.28 Termination date of this agreement:

.....

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

.....

.....

.....

1.30 The basic salary shall be:

.....

2. COMMENCEMENT DATE

- 2.1 This agreement commences on the Commencement date as set forth clause 1.27 above and shall continue until the Termination date as set forth clause 1.28 above, irrespective of the date of signing of this agreement.

3. VALIDITY OF THIS AGREEMENT

- 3.1 The Terms and conditions of this agreement is subject to the Collective agreement of the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry as published from time to time (*"the Collective Agreement"*);

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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 waiver of any of the Employer's rights in terms of this agreement and no amendment of this agreement shall be valid unless reduced to writing and signed by all parties.

4. **APPOINTMENT AND JOB DESCRIPTION**

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

5. **PLACE OF WORK**

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

6. **TERMS AND CONDITIONS OF EMPLOYMENT**

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

7. **GRIEVANCE PROCEDURE IN TERMS OF TRAINING**

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

7.4 The grievance procedure guidelines and authorised form is attached

8. **OUTWORK**

8.1 Unless having received prior written consent from the Employer, the Student shall not perform any similar duties in favour of a third party as

8.2 those recorded in this agreement other than in the course and within the scope of the Student's employment.

9. **RECIPROCAL DUTIES OF PARTIES EMANATING FROM LEGISLATION**

9.1 **Employer's duties**

9.1.1 The Employer shall

9.1.1.1 comply with legislation that may be applicable to the relationship between the Employer and the Student and to the workplace in general;

9.1.1.2 provide the Student with appropriate training in the workplace to achieve the relevant outcome required by the student agreement;

9.1.1.3 provide appropriate facilities to train the Student in accordance with the workplace component of learning;

9.1.1.4 provide the Student with adequate supervision at the workplace;

9.1.1.5 release the Student during normal working hours to attend education and training required by the student agreement;

9.1.1.6 pay to the Student the agreed learning allowance both while the Student is executing the duties as provided for in this agreement and while the Student is attending education and training away from the workplace;

9.1.1.7 conduct assessments or cause it to be conducted;

9.1.1.8 keep up to date records / log book of learning and periodically discuss progress with the Student;

- 9.1.1.9 to advise and provide copies to the Student of
 - 9.1.1.9.1 the terms and conditions of his or her employment as set forth in the Collective Agreement; and
 - 9.1.1.9.2 the workplace policies and procedures;
- 9.1.1.10 apply the same discipline, grievance and dispute resolution procedures to the Student, as with other employees employed
- 9.1.1.11 The employer is not permitted to charge or accept a premium from the Student for any internal training provided; in terms of this training agreement; either while under the Student Contract or after the termination of the contract.

9.2 Student's responsibilities

9.2.1 The Student shall:

- 9.2.1.1 work for the Employer as part of the learning process;
- 9.2.1.2 be available for and participate in all learning and work experience required by the student agreement;
- 9.2.1.3 comply with workplace policies and procedures;
- 9.2.1.4 complete any timesheet or written assessment tools supplied by the Employer together with the prescribed log book to record relevant workplace experience;
- 9.2.1.5 attend all theoretical and practical learning sessions with the training provider and undertake all learning conscientiously.

10. TRAINING PROVIDER

10.1 Should the employer not be the Training provider, the Training provider shall -

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

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10.2 The student shall:

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

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

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

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

EMPLOYER:

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1

2
(Signatures of witnesses).....
EMPLOYER
(Signature).....
EMPLOYER
(Full Name)**STUDENT:**

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1

2
(Signatures of witnesses).....
STUDENT
(Signature).....
STUDENTThis gazette is also available free online at www.gpwonline.co.za

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(Full Name)

LEGAL GUARDIAN:

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1 _____

2 _____

(Signatures of witnesses)

LEGAL GUARDIAN, IF
STUDENT UNDER 18 YEARS
(Signature)LEGAL GUARDIAN, IF
STUDENT UNDER 18 YEARS
(Full Name)**TRAINING PROVIDER:**

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1 _____

2 _____

(Signatures of witnesses)

TRAINING PROVIDER, IF
APPLICABLE
(Signature)TRAINING PROVIDER, IF
APPLICABLE
(Full Name)**(OFFICE USE ONLY)**Registered at the office of the _____ on this _____ day
of _____ 20__

Name and signature _____

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ADDENDUM A

GRIEVANCE PROCEDURE IN TERMS OF TRAINING IN THE STUDENT AGREEMENT

General Principles:

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

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

STAGE 1:

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

STAGE 2:

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

STAGE 3:

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

Grievance Meeting: Procedure

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

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

** Attached is the Grievance Form to be completed **

210 No. 41187

GOVERNMENT GAZETTE, 20 OCTOBER 2017

GRIEVANCE FORM

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

FULL NAME AND ID NUMBER OF STUDENT PRESENTING THE CONCERN

SALON NAME

TRAINING PROVIDER

WHOM IS THE GRIEVANCE LODGED AGAINST? (RESPONDENT)

SALON / EMPLOYER YES / NO

TRAINING PROVIDER

YES / NO

FULL NAME AND POSITION OF RESPONDENT

STAGE 1: DATE OF RAISING CONCERN

(To be resolved within three (3) working days or longer by mutual agreement)

NATURE OF GRIEVANCE

DESIRED RESOLUTION OR SETTLEMENT

MEETING TOOK PLACE AT

20

ON THIS

DAY OF

RESPONSE (to be completed by the respondent)

This gazette is also available free online at www.gpwonline.co.za

STAATSKOERANT, 20 OKTOBER 2017

No. 41187 211

OUTCOME (to be completed by the chairperson)

SIGNATURE OF Respondent

DATE

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

SIGNATURE of Student

DATE

SIGNATURE of Representative (if applicable)

DATE

** Copy to be given to the Student and Respondent

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

REASON FOR MY CONTINUED DISSATISFACTION: (to be completed by student)**DATE OF RAISING CONCERN WITH THE COUNCIL****COUNCIL NOTES AND COMMENTS****DOCUMENTATION RECEIVED BY THE COUNCIL****DATE OF MEDIATION**This gazette is also available free online at www.gpwonline.co.za

212 No. 41187

GOVERNMENT GAZETTE, 20 OCTOBER 2017

OUTCOME OF MEDIATION

.....

.....

.....

DESIGNATED AGENT SIGNATURE**DATE**

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

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

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

STAGE 3 If the grievance remains unresolved; the National Bargaining Council for Hairdressing, Cosmetology Beauty & Skincare Industry will assist the parties with the correct dispute resolution processes that need to be followed.

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

.....

.....

.....

DATE OF RAISING THIS CONCERN WITH THE COUNCIL**COUNCIL NOTES AND COMMENTS**

.....

.....

.....

DOCUMENTATION RECEIVED BY THE COUNCIL

.....

.....

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

.....

.....

DESIGNATED AGENT SIGNATURE**DATE**

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

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

This gazette is also available free online at www.gpwonline.co.za

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 continue with dispute processes to refer the matter further.

This gazette is also available free online at www.gpwonline.co.za

BARGAINING COUNCIL

ANNEXURE "H1"

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

EOHCS Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Basic establishment charge: 1 R

Total minimum charge: 1 R

Work Code	Work Code Description	Jan 2023 Salary Contribution Wage Pension Fund and Control Fee	2023 Hourly Rate 480/Per week	2023 Weekly Rate	2023 Monthly Rate 1,905.14 R	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (Eq.) Contributing Wage	2023 National Pension Fund (Eq.) Contributing Wage	2023 National SP Employee based on Minimum Wage	2023 National SP Employee based on Minimum Wage
3003	Aesthetic Therapist	R 7,822.23	R 40.11	R 1,805.14	R 7,822.23	R 101.69	R 101.69	R 101.69	R 101.69	R 489.33	R 489.33	R 99.11	R 99.11
3002	Barber - Trainee	R 2,706.29	R 25.42	R 1,143.90	R 2,706.29	R 35.18	R 35.18	R 35.18	R 35.18	R 152.38	R 152.38	R 24.78	R 24.78
3004	Barber - Junior	R 3,479.52	R 25.42	R 1,143.90	R 3,479.52	R 45.23	R 45.23	R 45.23	R 45.23	R 208.77	R 208.77	R 24.78	R 24.78
3006	Barber - Senior	R 5,745.50	R 29.46	R 1,285.90	R 5,745.50	R 74.69	R 74.69	R 74.69	R 74.69	R 344.73	R 344.73	R 28.73	R 28.73
3005	Beauty Technologist - Unqualified	R 4,567.88	R 25.42	R 1,143.90	R 4,567.88	R 59.38	R 59.38	R 59.38	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
3004	Beauty Technologist - Qualified	R 4,956.86	R 25.42	R 1,143.90	R 4,956.86	R 64.44	R 64.44	R 64.44	R 64.44	R 288.52	R 288.52	R 24.78	R 24.78
3020	Beauty and Skincare Therapist - Unqualified	R 4,808.59	R 25.42	R 1,143.90	R 4,808.59	R 62.51	R 62.51	R 62.51	R 62.51	R 288.52	R 288.52	R 24.78	R 24.78
3024	Beauty and Skincare Therapist	R 5,472.79	R 28.07	R 1,262.96	R 5,472.79	R 71.15	R 71.15	R 71.15	R 71.15	R 328.37	R 328.37	R 27.36	R 27.36
3022	Salon Assistant	R 3,705.16	R 25.42	R 1,143.90	R 3,705.16	R 48.17	R 48.17	R 48.17	R 48.17	R 222.33	R 222.33	R 24.78	R 24.78
4008	Drybar Worker	R 4,211.97	R 25.42	R 1,143.90	R 4,211.97	R 54.76	R 54.76	R 54.76	R 54.76	R 252.72	R 252.72	R 24.78	R 24.78
2010	General Assistant	R 3,890.94	R 25.42	R 1,143.90	R 3,890.94	R 50.58	R 50.58	R 50.58	R 50.58	R 233.45	R 233.45	R 24.78	R 24.78
2012	General Assistant after 5 years	R 4,085.03	R 25.42	R 1,143.90	R 4,085.03	R 53.11	R 53.11	R 53.11	R 53.11	R 245.10	R 245.10	R 24.78	R 24.78
2020	Hairstylist - 1st year after qualified	R 4,279.24	R 25.42	R 1,143.90	R 4,279.24	R 56.63	R 56.63	R 56.63	R 56.63	R 256.75	R 256.75	R 24.78	R 24.78
2022	Hairstylist - Qualified	R 6,996.45	R 25.42	R 1,143.90	R 6,996.45	R 83.16	R 83.16	R 83.16	R 83.16	R 388.81	R 388.81	R 24.78	R 24.78
2024	Hairstylist - Qualified - after 5 years	R 9,128.52	R 25.42	R 1,143.90	R 9,128.52	R 118.67	R 118.67	R 118.67	R 118.67	R 571.11	R 571.11	R 24.78	R 24.78
2026	Hairstylist - Qualified - after 10 years	R 9,585.10	R 25.42	R 1,143.90	R 9,585.10	R 124.61	R 124.61	R 124.61	R 124.61	R 575.11	R 575.11	R 24.78	R 24.78
2046	LEARNER - Entry Level	R 10,041.67	R 25.42	R 1,143.90	R 10,041.67	R 130.54	R 130.54	R 130.54	R 130.54	R 602.50	R 602.50	R 24.78	R 24.78
2048	LEARNER - Level 2	R 1,037.70	R 8.50	R 148.00	R 1,037.70	R -	R -	R -	R -	R -	R -	R -	R -
2050	LEARNER - Level 3	R 2,315.23	R 17.00	R 148.00	R 2,315.23	R -	R -	R -	R -	R -	R -	R -	R -
4000	STUDENTS - Entry Level	R 3,929.65	R 26.31	R 1,179.50	R 3,929.65	R 51.09	R 51.09	R 51.09	R 51.09	R 235.78	R 235.78	R 25.56	R 25.56
4001	STUDENTS - Module 2 (Level 1 & 2)	R 1,193.49	R 8.50	R 148.00	R 1,193.49	R -	R -	R -	R -	R -	R -	R -	R -
4002	STUDENTS - Module 3 & 4	R 2,412.73	R 17.00	R 148.00	R 2,412.73	R -	R -	R -	R -	R -	R -	R -	R -
4003	STUDENTS - Module 6 (Level 5 & 6)	R 5,111.43	R 26.31	R 1,179.50	R 5,111.43	R 51.09	R 51.09	R 51.09	R 51.09	R 235.78	R 235.78	R 25.56	R 25.56
3032	Manager - Beauty	R 9,251.37	R 25.42	R 1,143.90	R 9,251.37	R 118.10	R 118.10	R 118.10	R 118.10	R 555.08	R 555.08	R 24.78	R 24.78
3030	Manager - Hairdresser	R 9,084.72	R 25.42	R 1,143.90	R 9,084.72	R 118.10	R 118.10	R 118.10	R 118.10	R 555.08	R 555.08	R 24.78	R 24.78
3024	Manager - Hairdresser after 5 years	R 9,594.75	R 25.42	R 1,143.90	R 9,594.75	R 129.93	R 129.93	R 129.93	R 129.93	R 599.69	R 599.69	R 24.78	R 24.78
3030	Manager - only (Beauty Establishment)	R 6,986.54	R 25.42	R 1,143.90	R 6,986.54	R 90.83	R 90.83	R 90.83	R 90.83	R 419.10	R 419.10	R 24.78	R 24.78
2054	Manager - only (Hairdressing)	R 7,350.51	R 25.42	R 1,143.90	R 7,350.51	R 95.37	R 95.37	R 95.37	R 95.37	R 440.19	R 440.19	R 24.78	R 24.78
2056	Manager - only (Hairdressing) after 5 years	R 7,702.80	R 25.42	R 1,143.90	R 7,702.80	R 100.14	R 100.14	R 100.14	R 100.14	R 463.17	R 463.17	R 24.78	R 24.78
2058	Manager - only (Hairdressing) after 10 years	R 8,070.99	R 25.42	R 1,143.90	R 8,070.99	R 104.92	R 104.92	R 104.92	R 104.92	R 484.76	R 484.76	R 24.78	R 24.78
3040	Nail technician - Unqualified	R 3,247.55	R 25.42	R 1,143.90	R 3,247.55	R 41.02	R 41.02	R 41.02	R 41.02	R 199.34	R 199.34	R 24.78	R 24.78
3038	Nail technician - Qualified	R 3,768.81	R 25.42	R 1,143.90	R 3,768.81	R 45.25	R 45.25	R 45.25	R 45.25	R 217.33	R 217.33	R 24.78	R 24.78
3036	Massage Therapist - entry level	R 3,578.07	R 25.42	R 1,143.90	R 3,578.07	R 45.25	R 45.25	R 45.25	R 45.25	R 217.33	R 217.33	R 24.78	R 24.78
3037	Massage Therapist	R 5,318.45	R 25.42	R 1,143.90	R 5,318.45	R 69.14	R 69.14	R 69.14	R 69.14	R 319.11	R 319.11	R 24.78	R 24.78
3039	Operator - Trainee	R 5,137.40	R 25.42	R 1,143.90	R 5,137.40	R 69.14	R 69.14	R 69.14	R 69.14	R 319.11	R 319.11	R 24.78	R 24.78
3040	Operator - After 5 years	R 5,220.55	R 25.42	R 1,143.90	R 5,220.55	R 73.79	R 73.79	R 73.79	R 73.79	R 373.23	R 373.23	R 24.78	R 24.78
3070	Operator - Full skilled	R 6,531.78	R 25.42	R 1,143.90	R 6,531.78	R 84.91	R 84.91	R 84.91	R 84.91	R 391.91	R 391.91	R 24.78	R 24.78
3074	Operator - Full skilled after 5 years	R 6,840.25	R 25.42	R 1,143.90	R 6,840.25	R 89.96	R 89.96	R 89.96	R 89.96	R 410.58	R 410.58	R 24.78	R 24.78
3076	Operator - Full skilled after 10 years	R 7,277.26	R 25.42	R 1,143.90	R 7,277.26	R 93.96	R 93.96	R 93.96	R 93.96	R 433.67	R 433.67	R 24.78	R 24.78
3078	Operator - Beauty Enablistment	R 2,720.24	R 25.42	R 1,143.90	R 2,720.24	R 35.18	R 35.18	R 35.18	R 35.18	R 152.38	R 152.38	R 24.78	R 24.78
3042	Receptionist - Beauty Enablistment	R 3,305.32	R 25.42	R 1,143.90	R 3,305.32	R 41.02	R 41.02	R 41.02	R 41.02	R 199.34	R 199.34	R 24.78	R 24.78
3082	Receptionist - Hairdressing salon	R 6,814.49	R 25.42	R 1,143.90	R 6,814.49	R 88.59	R 88.59	R 88.59	R 88.59	R 408.87	R 408.87	R 24.78	R 24.78
2084	Receptionist - Hairdressing salon - after 5 years	R 7,158.80	R 25.42	R 1,143.90	R 7,158.80	R 93.03	R 93.03	R 93.03	R 93.03	R 429.35	R 429.35	R 24.78	R 24.78
2086	Receptionist - Hairdressing salon - after 10 years	R 7,405.41	R 25.42	R 1,143.90	R 7,405.41	R 97.44	R 97.44	R 97.44	R 97.44	R 449.73	R 449.73	R 24.78	R 24.78
3048	Stomatologist - 3 years	R 5,745.50	R 25.42	R 1,143.90	R 5,745.50	R 74.09	R 74.09	R 74.09	R 74.09	R 344.73	R 344.73	R 28.73	R 28.73

Approved:

Chairperson: P Mathebe

Date: 01 June

2023

BARGAINING COUNCIL

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

ANNEXURE "H1"

Work Code	Work Code Description	See Annexure C		2023 Salary - Minimum Wage	2023 Weekly Rate	2023 Monthly Rate 45/Per week	2023 Union Fee	* BC Fee ER - Saloon Reg pre Nov17 - 1.5% on Contributing Wage	* BC Fee ER - Saloon Reg pre Nov17 - 1.5% on Contributing Wage	* BC Fee ER - Saloon Reg pre Nov17 - 1.5% on Contributing Wage	2023 National Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SPP Employee based on Minimum Wage	2023 National SPP Employee based on Minimum Wage
		See Annexure C	See Annexure C											
		Basic establishment charge *	R											
		Total minimum charge *	R											
3022	Sonatorologist - B Tech - 4 years			R 6,281.75	R 1,459.65	R 31.21	R 148.00	R 81.66	R 81.66	R 81.66	R 376.91	R 376.91	R 31.41	R 31.41
3024	Sonatorologist - B Tech Laser			R 6,741.39	R 1,555.72	R 34.57	R 148.00	R 87.64	R 87.64	R 87.64	R 404.48	R 404.48	R 33.71	R 33.71
1024	Specific Skilled Stylist - after 5 years			R 3,911.08	R 956.86	R 1,143.90	R 25.42	R 50.84	R 50.84	R 50.84	R 234.67	R 234.67	R 24.78	R 24.78
1026	Specific Skilled Stylist - after 10 years			R 4,106.97	R 956.86	R 1,143.90	R 25.42	R 53.39	R 53.39	R 53.39	R 246.42	R 246.42	R 24.78	R 24.78
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting			R 4,302.89	R 956.86	R 1,143.90	R 25.42	R 55.94	R 55.94	R 55.94	R 258.17	R 258.17	R 24.78	R 24.78
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting after 5 years			R 2,870.83	R 956.86	R 1,143.90	R 25.42	R 37.32	R 37.32	R 37.32	R 172.25	R 172.25	R 24.78	R 24.78
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting after 10 years			R 3,014.37	R 956.86	R 1,143.90	R 25.42	R 39.19	R 39.19	R 39.19	R 180.86	R 180.86	R 24.78	R 24.78
2089	Working Employer (in Saloon with Staff)			R 3,157.91	R 956.86	R 1,143.90	R 25.42	R 41.05	R 41.05	R 41.05	R 189.47	R 189.47	R 24.78	R 24.78
				R 9,767.52	R 9,767.52	R 2,254.05	R 50.09	R	R	R	R	R	R 34,651	R

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave.
PART TIME EMPLOYEE	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment.
WORKING EMPLOYERS	Should the Council not receive the lower calculated salary from the Employer (Saloon owner), then the salary of the Full Time position for that Job Category will apply. If received, then the deductions will be charged accordingly to the lower amount for days worked and not the full amount of days worked.
PENSION FUND	Contributions for a Working Employer (Work Code 2089) is voluntary for SPP from 1 January 2017.
DAILY RATE CALCULATION	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employees. Contributions payable by all Employers will be 6% of the Basic Salary of the Employees.
COMMISSION EARNERS	Basic Salary / Wage divided by 4.3333. Divided by 45 = HOURLY Rate multiply by hours worked on the day.
ABBREVIATION DESCRIPTIONS	NO STOCK REDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE.
LEARNERS	ER = Employer EE = Employee SPP = Sick Benefit Fund JLF = Sick Pay Fund
UNION FEE / AGENCY FEE	Leavers to also include any apprentices.
	Union Members: Union Fee equates to R 148.00 per month per member. For members who join USA 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 pay an Agency fee equal to the Union membership fee currently R 148.00 per person per month but with no USA benefits.

Approved: _____
Chairperson: P Marjabe
Date: 01 June
2023

BARGAINING COUNCIL

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

ANNEXURE "H2"

Work Code	Work Code Description	EOHCB Subscriptions		2023 Weekly Rate	2023 Hourly Rate -45% Per week	2023 Union Fee	* BC Fee ER - Saloon Reg pre Nov17 - 1.3% on Contributing Wage	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee ER - Saloon Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (ED) - Contributing Wage	2023 National Pension Fund (ED) - Employer based on Minimum Wage	2023 National SPW Employer based on Minimum Wage
		See Annexure C	See Annexure C									
		Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jul 2023 Minimum Wage - For SPW Use only									
		R	R	R	R	R	R	R	R	R	R	R
3089	Aesthetic Therapist	7,822.23	7,822.23	1,805.14	40.11	148.00	101.69	101.69	101.69	469.33	469.33	39.11
2002	Barber - Trainee	2,681.00	4,956.86	1,143.90	25.42	148.00	34.85	34.85	34.85	160.86	160.86	24.78
2004	Barber - Junior	3,447.00	4,956.86	1,143.90	25.42	148.00	44.81	44.81	44.81	206.82	206.82	24.78
3036	Beauty Technologist - Unqualified	5,691.81	4,956.86	1,143.90	25.42	148.00	73.99	73.99	73.99	341.51	341.51	24.78
3034	Beauty Technologist - Qualified	1,659.50	4,956.86	1,143.90	25.42	148.00	21.57	21.57	21.57	99.57	99.57	24.78
3020	Beauty and Skincare Therapist - Unqualified	4,956.86	4,956.86	1,143.90	25.42	148.00	64.44	64.44	64.44	297.41	297.41	24.78
3014	Beauty and Skincare Therapist	4,044.48	4,956.86	1,143.90	25.42	148.00	52.58	52.58	52.58	242.67	242.67	24.78
3022	Salon Assistant	4,514.64	4,956.86	1,143.90	25.42	148.00	58.69	58.69	58.69	270.88	270.88	24.78
4018	Drybar Worker	3,028.51	4,956.86	1,143.90	25.42	148.00	39.37	39.37	39.37	181.71	181.71	24.78
2010	General Assistant	4,567.88	4,956.86	1,143.90	25.42	148.00	59.38	59.38	59.38	274.07	274.07	24.78
2012	General Assistant after 5 years	3,121.72	4,956.86	1,143.90	25.42	148.00	40.58	40.58	40.58	187.30	187.30	24.78
2014	General Assistant after 10 years	3,277.25	4,956.86	1,143.90	25.42	148.00	42.60	42.60	42.60	196.64	196.64	24.78
2020	Hairdresser - 1st year after qualified	3,434.55	4,956.86	1,143.90	25.42	148.00	44.65	44.65	44.65	206.07	206.07	24.78
2022	Hairdresser - Qualified	5,443.27	4,956.86	1,143.90	25.42	148.00	70.76	70.76	70.76	326.60	326.60	24.78
2024	Hairdresser - Qualified - after 5 years	6,158.42	4,956.86	1,143.90	25.42	148.00	85.00	85.00	85.00	392.31	392.31	24.78
2046	Hairdresser - Qualified - after 10 years	6,856.26	4,956.86	1,143.90	25.42	148.00	89.25	89.25	89.25	411.92	411.92	24.78
2048	LEARNER - Entry Level	7,192.12	4,956.86	1,143.90	25.42	148.00	93.50	93.50	93.50	431.53	431.53	24.78
2048	LEARNER - Level 2	7,657.70	4,956.86	1,143.90	25.42	148.00	93.50	93.50	93.50	431.53	431.53	24.78
2050	LEARNER - Level 3	8,215.23	4,956.86	1,143.90	25.42	148.00	93.50	93.50	93.50	431.53	431.53	24.78
2050	LEARNER - Level 4	8,772.76	4,956.86	1,143.90	25.42	148.00	93.50	93.50	93.50	431.53	431.53	24.78
4000	STUDENTS - Entry Level	3,803.00	4,956.86	1,143.90	25.42	148.00	49.44	49.44	49.44	228.18	228.18	24.78
4001	STUDENTS - Module 2 (Level 1 & 2)	3,803.00	4,956.86	1,143.90	25.42	148.00	49.44	49.44	49.44	228.18	228.18	24.78
4002	STUDENTS - Module 4 (Level 3 & 4)	3,803.00	4,956.86	1,143.90	25.42	148.00	49.44	49.44	49.44	228.18	228.18	24.78
4003	STUDENTS - Module 6 (Level 5 & 6)	3,803.00	4,956.86	1,143.90	25.42	148.00	49.44	49.44	49.44	228.18	228.18	24.78
3032	Manager - Beauty	3,803.00	4,956.86	1,143.90	25.42	148.00	49.44	49.44	49.44	228.18	228.18	24.78
2060	Manager - Hairdresser	7,565.78	4,956.86	1,143.90	25.42	148.00	93.50	93.50	93.50	431.53	431.53	24.78
2062	Manager - Hairdresser after 5 years	6,637.56	4,956.86	1,143.90	25.42	148.00	86.29	86.29	86.29	398.25	398.25	24.78
2064	Manager - Hairdresser after 10 years	6,969.05	4,956.86	1,143.90	25.42	148.00	90.60	90.60	90.60	418.14	418.14	24.78
2066	Manager - only Beauty Establishment	5,710.02	4,956.86	1,143.90	25.42	148.00	74.23	74.23	74.23	342.60	342.60	24.78
2054	Manager - only Hairdressing	4,809.71	4,956.86	1,143.90	25.42	148.00	62.53	62.53	62.53	288.58	288.58	24.78
2056	Manager - only Hairdressing after 5 years	4,956.86	4,956.86	1,143.90	25.42	148.00	64.44	64.44	64.44	297.41	297.41	24.78
2058	Manager - only Hairdressing after 10 years	4,956.86	4,956.86	1,143.90	25.42	148.00	64.44	64.44	64.44	297.41	297.41	24.78
3040	Nail Technician - Unqualified	2,575.06	4,956.86	1,143.90	25.42	148.00	33.53	33.53	33.53	154.74	154.74	24.78
3042	Nail Technician - Qualified	2,652.20	4,956.86	1,143.90	25.42	148.00	34.50	34.50	34.50	159.25	159.25	24.78
3038	Massage Therapist - entry level	3,095.56	4,956.86	1,143.90	25.42	148.00	40.26	40.26	40.26	185.79	185.79	24.78
3067	Massage Therapist	2,467.88	4,956.86	1,143.90	25.42	148.00	32.00	32.00	32.00	147.71	147.71	24.78
3087	Massage Therapist - entry level	2,842.34	4,956.86	1,143.90	25.42	148.00	36.95	36.95	36.95	170.54	170.54	24.78
2068	Operator	3,486.42	4,956.86	1,143.90	25.42	148.00	45.32	45.32	45.32	209.19	209.19	24.78
2070	Operator - after 5 years	3,660.40	4,956.86	1,143.90	25.42	148.00	47.59	47.59	47.59	218.62	218.62	24.78
2072	Operator - after 10 years	3,836.07	4,956.86	1,143.90	25.42	148.00	49.87	49.87	49.87	230.16	230.16	24.78

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

BARGAINING COUNCIL

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

		EOHC8 Subscriptions		See Annexure C						
		Bargaining Levy		See Annexure C						
		Basic establishment charge		R						
		Total minimum charge		R						
Work Code	Work Code Description	Jun 2023 Minimum Wage - for SFF- Cals only	2023 Weekly Rate	2023 Hourly Rate - 40Hr/Per week	2023 Union Fee	* BC Fee EE - Saloon Reg pre Nov17 - 1.3% on Contributing Wage	* BC Fee EE - Saloon Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (BF) - Contributing Wage	2023 National SPFF Employer based on Minimum Wage	2023 National SPFF Employee based on Minimum Wage
2074	Operator - Multi skilled	R 4,260.98	R 1,143.90	R 25.42	R 148.00	R 55.39	R 55.39	R 255.66	R 24.78	R 24.78
2076	Operator - Multi skilled - after 5 years	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 58.15	R 58.15	R 268.41	R 24.78	R 24.78
2078	Operator - Multi skilled - after 10 years	R 4,687.59	R 1,143.90	R 25.42	R 148.00	R 60.94	R 60.94	R 281.26	R 24.78	R 24.78
3042	Receptionist - Beauty Establishment	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 24.78	R 24.78
2080	Receptionist- first year of experience	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 24.78	R 24.78
2082	Receptionist - Hairdressing saloon	R 6,280.10	R 1,449.27	R 32.21	R 148.00	R 81.64	R 81.64	R 376.81	R 24.78	R 24.78
2084	Receptionist - Hairdressing saloon - after 5 years	R 6,593.37	R 1,521.56	R 33.81	R 148.00	R 85.71	R 85.71	R 395.60	R 31.40	R 31.40
2086	Receptionist - Hairdressing saloon - after 10 years	R 6,907.92	R 1,594.61	R 35.44	R 148.00	R 89.83	R 89.83	R 424.60	R 32.97	R 32.97
3048	Somatologist 3 Years	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 61.62	R 61.62	R 284.38	R 24.78	R 24.78
3052	Somatologist 8 Tech - 4 years	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 24.78	R 24.78
3054	Somatologist 8 Tech Laser	R 5,009.67	R 1,271.47	R 28.25	R 148.00	R 71.63	R 71.63	R 330.58	R 27.55	R 27.55
1012	Specific Skilled Stylist	R 2,763.70	R 4,956.86	R 25.42	R 148.00	R 35.93	R 35.93	R 165.82	R 24.78	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 2,902.57	R 4,956.86	R 25.42	R 148.00	R 37.73	R 37.73	R 174.15	R 24.78	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 3,059.79	R 4,956.86	R 25.42	R 148.00	R 39.52	R 39.52	R 182.38	R 24.78	R 24.78
Specific Skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting										
1000	Plattling, Cutting	R 1,801.75	R 4,956.86	R 25.42	R 148.00	R 23.42	R 23.42	R 108.11	R 24.78	R 24.78
Specific Skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 5 years										
1002	Plattling, Cutting after 5 years	R 1,892.09	R 4,956.86	R 25.42	R 148.00	R 24.60	R 24.60	R 113.53	R 24.78	R 24.78
Specific Skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 10 years										
1004	Plattling, Cutting after 10 years	R 1,982.44	R 4,956.86	R 25.42	R 148.00	R 25.77	R 25.77	R 118.95	R 24.78	R 24.78
2089	Working Employer (in Saloon with Staff)	R 6,996.11	R 6,996.11	R 35.88	R 148.00	R -	R -	R -	R -	R -
NOTES										

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
Part Time Employee	An employee who works 1 or 2 or 3 or 4 days per week
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
Working Employers	Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
Pension Fund	Contributions for a Working Employer (Work Code 2089), is voluntary for SP from 1 January 2017
DAILY RATE CALCULATION	Pension Fund Contributions to be paid by all Employers will be 8% of the Basic Salary of the Employee. Contributions payable by all Employers will be 8% of the Basic Salary of the Employee.
COMMISSION EARNERS	All SPs will be paid 30% commission
ABREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee SP = Sick Benefit Fund SPF = Sick Pay Fund
LEARNERS	Learnners to also include any apprentices
UNION FEE / AGENCY FEE	Union 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 pay an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefit.

Approved: _____

Chairperson: P Matjhe

Date: 01 June 2023

Approved:
Chairperson: P Matjebe
Date: 01 June 2023

BARGAINING COUNCIL

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.

EOHC3 Subscriptions														
Bargaining Levy:														
See Annexure C														
See Annexure C														
Basic establishment charge *														
Total minimum charge *														
Work Code Description														
Jun 2023 Salary - Contribution														
Minimum Wage - for SPK Sub. only														
R 4,224.66 R 4,956.86 R 1,143.90 R 25.42 R 148.00 R 54.92 R 46.06 R 48.37 R 50.67 R 50.04 R 54.71 R 58.71 R 30.56 R 32.08 R 33.60 R 18.68 R 20.53 R 19.62 R 90.54 R 24.78 R														

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

ANNEXURE "H4"

BARGAINING COUNCIL

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

EOHCB Subscriptions		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See Annexure C		See 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Approved:
Chairperson: P Matjhebe
Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H4"

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

		See Annexure C		EOHCB Subscriptions											
		See Annexure C		Bargaining Levy											
		R		R											
		Basic establishment charge *		R											
		Total minimum charge *		R											
Work Code	Work Code Description	Jan 2023 Salary - Contribution Wage - Pension Fund and Grand Fee	Jun 2023 Minimum Wage - for 45H Calc only	2023 Weekly Rate	2023 Hourly Rate - 45H/Per week	2023 Union Fee	* BC Fee ER - Salon Reg after Nov17 - 1.3% on Contributing Wage	* BC Fee EE - Salon Reg after Nov17 - 1.3% on Contributing Wage	* BC Fee ER - Salon Reg after Nov17 - 1.3% on Contributing Wage	2023 National Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SP - Employer based on Minimum Wage	2023 National SP - Employee based on Minimum Wage		
2076	Operator - Multi skilled - after 5 years	R 4,697.64	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 61.07	R 61.07	R 61.07	R 281.86	R 281.86	R 24.78	R 24.78		
2078	Operator - Multi skilled - after 10 years	R 4,921.80	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 63.98	R 63.98	R 63.98	R 295.31	R 295.31	R 24.78	R 24.78		
3042	Receptionist - Beauty Establishment	R 5,316.53	R 5,316.53	R 1,276.90	R 27.26	R 148.00	R 69.11	R 69.11	R 69.11	R 318.99	R 318.99	R 26.58	R 26.58		
2080	Receptionist - First year of experience	R 4,843.17	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 62.96	R 62.96	R 62.96	R 290.59	R 290.59	R 24.78	R 24.78		
2082	Receptionist - Hairdressing salon	R 5,809.39	R 5,809.39	R 1,340.64	R 29.79	R 148.00	R 75.52	R 75.52	R 75.52	R 348.56	R 348.56	R 29.05	R 29.05		
2084	Receptionist - Hairdressing salon - after 5 years	R 6,059.43	R 6,059.43	R 1,407.57	R 31.28	R 148.00	R 79.29	R 79.29	R 79.29	R 365.97	R 365.97	R 30.50	R 30.50		
2086	Receptionist - Hairdressing salon - after 10 years	R 6,391.14	R 6,391.14	R 1,474.89	R 32.78	R 148.00	R 83.08	R 83.08	R 83.08	R 383.47	R 383.47	R 31.96	R 31.96		
3048	Sonatologist 3 Years	R 4,888.99	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 63.56	R 63.56	R 63.56	R 293.34	R 293.34	R 24.78	R 24.78		
3054	Sonatologist - B Tech Laser	R 4,956.66	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78		
1012	Specific Skilled Stylist	R 5,693.30	R 4,956.86	R 1,143.90	R 29.15	R 148.00	R 73.88	R 73.88	R 73.88	R 341.00	R 341.00	R 28.42	R 28.42		
1014	Specific Skilled Stylist - after 5 years	R 2,818.92	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 36.65	R 36.65	R 36.65	R 169.13	R 169.13	R 24.78	R 24.78		
1016	Specific Skilled Stylist - after 10 years	R 2,952.45	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 38.47	R 38.47	R 38.47	R 177.57	R 177.57	R 24.78	R 24.78		
1018	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting	R 3,101.63	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 40.32	R 40.32	R 40.32	R 186.10	R 186.10	R 24.78	R 24.78		
1000	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting	R 1,836.90	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 23.88	R 23.88	R 23.88	R 110.21	R 110.21	R 24.78	R 24.78		
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting after 5 years	R 1,928.91	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 25.08	R 25.08	R 25.08	R 115.73	R 115.73	R 24.78	R 24.78		
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting after 10 years	R 2,020.93	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 26.27	R 26.27	R 26.27	R 121.26	R 121.26	R 24.78	R 24.78		
2089	Working Employer (in Salon with Staff)	R 6,419.52	R 6,419.52	R 1,481.39	R 32.92							R 96.29	R 96.29		
NOTES															

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave (remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment)
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 or 4 days per week
WORKING EMPLOYERS	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment
PERMISSION FUND	Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the full time position for that Job Category will apply
DAILY RATE CALCULATION	If received, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
COMMISSION EARNERS	Contributions for a Working Employer (Work Code 2089), is voluntary for SP from 1 January 2017
ABREVIATION DESCRIPTIONS	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employees will be 6% of the Basic Salary of the Employee.
LEARNERS	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day
UNION FEE / AGENCY FEE	All Stylist will be paid 30% commission
	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE
	BC = Bargaining Council
	EE = Employee
	ER = Employer
	SPE = Sick Pay Fund
	SPF = Sick Pay Fund
	Learnners to also include any apprentices
	Union 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 pay an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits.

Approved:
Chairperson: P Matjebe
Date: 01 June 2023

ANNEXURE "H5"

BARGAINING COUNCIL

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

		EOHCB Subscriptions		See Annexure C							
		Bargaining Levy		See Annexure C							
		Basic establishment charge *		R							
		Total minimum charge *		R							
Work Code	Work Code Description	Jun 2023 Minimum Wage - 105 SA Cdo only for SW Cdo only	2023 Weekly Rate	2023 Hourly Rate - 40h/Per week	2023 Union Fee	* BC Fee ER - Saloon Reg pre Nov27 - 2.3% on Contributing Wage	* BC Fee EE - Saloon Reg after Nov27 - 1.3% of Contributing Wage	* BC Fee EE - Saloon Reg after Nov27 - 1.3% of Contributing Wage	2023 National Pension Fund (EPF) - Contributing Wage	2023 National Employer's Pension Fund (EPF) - Minimum Wage	2023 National gpi Employee based on Minimum Wage
3089	Aesthetic Therapist	R 7,822.23	R 1,805.14	R 40.11	R 148.00	R 101.69	R 101.69	R 101.69	R 469.33	R 39.11	R 39.1
2002	Barber - Trainee	R 2,706.29	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 35.18	R 35.18	R 162.38	R 24.78	R 24.7
2004	Barber - Junior	R 3,479.52	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 45.23	R 45.23	R 208.77	R 24.78	R 24.7
2006	Barber - Senior	R 5,745.50	R 5,745.50	R 1,325.90	R 29.46	R 148.00	R 74.69	R 74.69	R 344.73	R 28.75	R 28.7
3034	Beauty Technologist - Unqualified	R 2,030.50	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 26.40	R 26.40	R 121.83	R 24.78	R 24.7
3036	Beauty Technologist - Qualified	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 24.78	R 24.7
3020	Beauty and Skincare Therapist - Unqualified	R 4,808.59	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 62.51	R 62.51	R 288.52	R 24.78	R 24.7
3024	Beauty and Skincare Therapist	R 5,472.79	R 5,472.79	R 1,262.96	R 28.07	R 148.00	R 71.15	R 71.15	R 328.37	R 24.78	R 24.7
3022	Salon Assistant	R 3,705.56	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 48.17	R 48.17	R 222.33	R 24.78	R 24.7
4018	Drybar Worker	R 4,567.88	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.38	R 59.38	R 274.07	R 24.78	R 24.7
2010	General Assistant	R 2,271.01	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 29.52	R 29.52	R 136.26	R 24.78	R 24.7
2012	General Assistant after 5 years	R 2,985.25	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 31.01	R 31.01	R 143.11	R 24.78	R 24.7
2014	General Assistant after 10 years	R 4,499.50	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 32.49	R 32.49	R 149.97	R 24.78	R 24.7
2020	Hairdresser - 1st year after qualified	R 4,582.94	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.58	R 59.58	R 274.98	R 24.78	R 24.7
2022	Hairdresser - Qualified	R 5,662.70	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 73.62	R 73.62	R 339.76	R 24.78	R 24.7
2024	Hairdresser - Qualified - after 5 years	R 5,945.28	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 77.29	R 77.29	R 356.72	R 24.78	R 24.7
2026	Hairdresser - Qualified - after 10 years	R 6,227.85	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 80.96	R 80.96	R 373.67	R 24.78	R 24.7
2048	LEARNER - Entry Level	R 1,657.70	R 382.55	R 8.50	R 148.00	R -	R -	R -	R -	R -	R -
2048	LEARNER - Level 2	R 3,315.23	R 795.06	R 17.00	R 148.00	R -	R -	R -	R -	R -	R -
2050	LEARNER - Level 3	R 5,111.13	R 1,179.50	R 26.21	R 148.00	R -	R -	R -	R -	R -	R -
2052	LEARNER - Level 4	R 7,405.99	R 1,721.41	R 38.25	R 148.00	R -	R -	R -	R -	R -	R -
4000	STUDENTS - Entry Level	R 5,657.70	R 382.55	R 8.50	R 148.00	R -	R -	R -	R -	R -	R -
4001	STUDENTS - Module 2 (Level 1 & 2)	R 5,657.70	R 765.06	R 17.00	R 148.00	R -	R -	R -	R -	R -	R -
4002	STUDENTS - Module 4 (Level 3 & 4)	R 5,657.70	R 1,179.50	R 26.21	R 148.00	R -	R -	R -	R -	R -	R -
4003	STUDENTS - Module 6 (Level 5 & 6)	R 5,657.70	R 1,721.41	R 38.25	R 148.00	R -	R -	R -	R -	R -	R -
3032	Manager - Beauty	R 3,660.58	R 7,450.39	R 1,721.41	R 38.25	R 148.00	R 47.59	R 47.59	R 218.63	R 34.93	R 34.9
2060	Manager - Hairdresser	R 9,257.15	R 9,257.15	R 2,136.28	R 47.47	R 148.00	R 120.34	R 120.34	R 555.43	R 46.29	R 46.2
2062	Manager - Hairdresser after 5 years	R 7,356.10	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 95.76	R 95.76	R 441.97	R 24.78	R 24.7
3030	Manager - Hairdresser after 10 years	R 7,738.91	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 100.54	R 100.54	R 464.03	R 24.78	R 24.7
2064	Manager - Hairdresser after 5 years	R 8,101.74	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 105.32	R 105.32	R 486.10	R 24.78	R 24.7
3030	Manager - only (Beauty Establishment)	R 6,986.54	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 90.83	R 90.83	R 419.19	R 34.93	R 34.9
2054	Manager - only (Hairdressing)	R 6,380.08	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 82.94	R 82.94	R 382.80	R 31.90	R 31.9
2056	Manager - only (Hairdressing) after 5 years	R 6,658.80	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 86.24	R 86.24	R 398.03	R 33.17	R 33.1
2058	Manager - only (Hairdressing) after 10 years	R 6,939.02	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 90.35	R 90.35	R 417.00	R 34.75	R 34.7
3040	Nail technician - Unqualified	R 3,153.64	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 41.02	R 41.02	R 189.34	R 24.78	R 24.7
3084	Nail technician - Qualified	R 3,247.55	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.22	R 42.22	R 194.85	R 24.78	R 24.7
3088	Massage Therapist - entry level	R 3,576.07	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 49.25	R 49.25	R 227.33	R 24.78	R 24.7
3087	Massage Therapist	R 4,970.51	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.62	R 64.62	R 298.23	R 24.78	R 24.7
2067	Operator - Trainee	R 2,158.50	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 28.06	R 28.06	R 129.51	R 24.78	R 24.7
2068	Operator	R 4,265.84	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 55.46	R 55.46	R 255.95	R 24.78	R 24.7
2070	Operator - after 5 years	R 4,478.95	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 58.23	R 58.23	R 268.74	R 24.78	R 24.7

Approved:

Approved:

Chairperson: P Matjebe

Date: 01 June 2023

BARGAINING COUNCIL

Work Code	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	2023 Weekly Rate - Rate - 40h/Week	2023 Hourly Rate - 40h/Week	2023 Union Fee	* BC Fee EE - Saloon Reg after Nov 17 - 1.3% on Contributing Wage	* BC Fee EE - Saloon Reg after Nov 17 - 1.3% on Contributing Wage	* BC Fee EE - Saloon Reg after Nov 17 - 1.3% on Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SPF Employer based on Minimum Wage
2072	Operator - after 10 years	R 4,692.06	R 1,143.90	R 25.42	R 148.00	R 61.00	R 61.00	R 61.00	R 281.52	R 281.52	R 24.78
2074	Operator - Multi skilled	R 4,847.22	R 1,143.90	R 25.42	R 148.00	R 63.01	R 63.01	R 63.01	R 290.83	R 290.83	R 24.78
2076	Operator - Multi skilled - after 5 years	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78
2078	Operator - Multi skilled - after 10 years	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78
3042	Receptionist - Beauty Establishment	R 6,236.10	R 1,499.11	R 31.98	R 148.00	R 81.07	R 81.07	R 81.07	R 374.17	R 374.17	R 31.18
2086	Receptionist - Hairdressing salon - after 10 years	R 4,374.95	R 1,143.90	R 25.42	R 148.00	R 56.87	R 56.87	R 56.87	R 262.50	R 262.50	R 24.78
2086	Receptionist - Hairdressing salon - after 5 years	R 4,813.12	R 1,143.90	R 25.42	R 148.00	R 62.57	R 62.57	R 62.57	R 288.79	R 288.79	R 24.78
3048	Somatoologist 3 Years	R 4,593.18	R 1,143.90	R 25.42	R 148.00	R 59.71	R 59.71	R 59.71	R 275.59	R 275.59	R 24.78
3052	Somatoologist 4 years	R 5,745.50	R 1,325.90	R 32.12	R 148.00	R 74.69	R 74.69	R 74.69	R 344.73	R 344.73	R 28.73
3054	Somatoologist 8 Tech - 4 years	R 6,281.75	R 1,449.65	R 36.21	R 148.00	R 81.66	R 81.66	R 81.66	R 376.91	R 376.91	R 31.41
1012	Specific skilled Stylist	R 2,741.39	R 671.39	R 15.55	R 148.00	R 36.57	R 36.57	R 36.57	R 164.49	R 164.49	R 33.71
1014	Specific skilled Stylist - after 5 years	R 2,873.68	R 713.90	R 17.85	R 148.00	R 37.44	R 37.44	R 37.44	R 172.78	R 172.78	R 24.78
1016	Specific skilled Stylist - after 10 years	R 3,015.08	R 753.90	R 18.85	R 148.00	R 39.21	R 39.21	R 39.21	R 180.96	R 180.96	R 24.78
1000	Plattling, Curcni	R 1,778.27	R 4,956.86	R 1,143.90	R 25.42	R 23.12	R 23.12	R 23.12	R 106.70	R 106.70	R 24.78
1004	Specific skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 10 years	R 1,955.60	R 4,956.86	R 1,143.90	R 25.42	R 25.42	R 25.42	R 25.42	R 117.34	R 117.34	R 24.78
1002	Specific skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 5 years	R 1,866.93	R 4,956.86	R 1,143.90	R 25.42	R 24.27	R 24.27	R 24.27	R 112.02	R 112.02	R 24.78
2089	Working Employer (in Saloon with Staff)	R 6,059.09	R 6,059.09	R 1,398.26	R 31.07						R 90.89

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
PART TIME EMPLOYEE	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment Should the Council not reserve the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If retained, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
WORKING EMPLOYERS	Contributions for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 213.93 divided by 45 = HOURLY Rate multiply by hours worked on the day
COMMISSION EARNERS	All Stylist will be paid 40% commission NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE
ABBREVIATION DESCRIPTIONS	EE = Employee ER = Employer SPF = Sick Benefit Fund SPF = Sick Pay Fund
LEARNERS	Learners to also include new apprentices
UNION FEE / AGENCY FEE	Union 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 pay an Agency Fee equal to the Union membership fees currently R 148.00 per person per month out with no UASA benefits.

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

BARGAINING COUNCIL

ANNEXURE "H6"

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

EOHCE Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Ann 2023 Salary - Contribution Wage - Pension Fund and Control Fees	July 2023 Minimum Wage - In SPT Only	2023 Weekly Rate	2023 Hourly Rate - 45hr/week	2023 Union Fee	* EC Fee ES - SGM Reg per Hour 17 - 1.3% on Contributing Wage	* EC Fee ES - SGM Reg per Hour 17 - 1.3% on Contributing Wage	* EC Fee ES - SGM Reg per Hour 17 - 1.3% on Contributing Wage	2023 National SPT Pension Fund (EF) - Contributing Wage	2023 National SPT Employer based on Minimum Wage	2023 National SPT Employee based on Minimum Wage	SSE Employee - No New Members from 01/01/2021	SSE Employee - No New Members from 01/01/2021
3089	Aesthetic Therapist	R 7,822.23	R 7,822.23	R 1,805.14	R 40.11	R 148.00	R 101.69	R 101.69	R 469.33	R 469.33	R 39.11	R 39.11	R 150.00	R 150.00
2000	Barber - starting 1 month	R 3,247.55	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.22	R 42.22	R 194.85	R 194.85	R 24.78	R 24.78	R 150.00	R 150.00
2002	Barber - Trainee	R 3,556.84	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 46.24	R 46.24	R 213.41	R 213.41	R 24.78	R 24.78	R 190.00	R 190.00
2004	Barber - Junior	R 4,175.43	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 54.28	R 54.28	R 250.53	R 250.53	R 24.78	R 24.78	R 190.00	R 190.00
2006	Barber - Senior	R 5,688.90	R 5,688.90	R 1,308.22	R 29.07	R 148.00	R 73.70	R 73.70	R 340.13	R 340.13	R 28.94	R 28.94	R 252.00	R 252.00
3036	Beauty Technologist - Unqualified	R 2,922.59	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 37.99	R 37.99	R 175.36	R 175.36	R 24.78	R 24.78	R 150.00	R 150.00
3034	Beauty Technologist - Qualified	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78	R 150.00	R 150.00
3070	Beauty and Skincare Therapist - Unqualified	R 2,922.59	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 37.99	R 37.99	R 175.36	R 175.36	R 24.78	R 24.78	R 150.00	R 150.00
3074	Beauty and Skincare Therapist	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78	R 150.00	R 150.00
3022	Salon Assistant	R 2,922.59	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 37.99	R 37.99	R 175.36	R 175.36	R 24.78	R 24.78	R 150.00	R 150.00
4018	Drybar Worker	R 3,987.31	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 50.54	R 50.54	R 233.24	R 233.24	R 24.78	R 24.78	R 150.00	R 150.00
2010	General Assistant	R 3,979.02	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 51.73	R 51.73	R 238.74	R 238.74	R 24.78	R 24.78	R 150.00	R 150.00
2018	Hairstylist - No trade test	R 4,567.88	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78	R 150.00	R 150.00
2020	Hairstylist - 1st year after qualified	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78	R 150.00	R 150.00
2022	Hairstylist - Qualified	R 5,644.38	R 5,644.38	R 1,302.56	R 28.95	R 148.00	R 73.38	R 73.38	R 338.66	R 338.66	R 28.22	R 28.22	R 252.00	R 252.00
2028	Hairstylist - Assistant - Entrance (special needs)	R 3,253.02	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.42	R 42.42	R 195.78	R 195.78	R 24.78	R 24.78	R 150.00	R 150.00
2030	Hairstylist - Assistant - Skilled (special needs)	R 3,682.10	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 47.87	R 47.87	R 220.93	R 220.93	R 24.78	R 24.78	R 150.00	R 150.00
2046	LEARNER - Level 2	R 1,652.70	R 1,652.70	R 382.55	R 8.50	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
2050	LEARNER - Level 3	R 3,112.13	R 3,112.13	R 765.06	R 17.00	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
2052	LEARNER - Level 4	R 3,980.73	R 3,980.73	R 892.55	R 19.82	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
4000	STUDENTS - Entry Level	R 1,957.79	R 1,957.79	R 432.55	R 9.62	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
4001	STUDENTS - Module 2 (Level 1 & 2)	R 2,113.15	R 2,113.15	R 471.90	R 10.48	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
4002	STUDENTS - Module 4 (Level 3 & 4)	R 2,450.39	R 2,450.39	R 547.41	R 12.16	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
4003	STUDENTS - Module 6 (Level 5 & 6)	R 2,996.17	R 2,996.17	R 667.36	R 14.82	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
3028	Make-up Artist Trainee	R 1,311.95	R 1,311.95	R 293.70	R 6.53	R 148.00	R -	R -	R -	R -	R -	R -	R 150.00	R 150.00
3032	Manager - Beauty	R 7,096.17	R 7,096.17	R 1,637.36	R 36.39	R 148.00	R 92.24	R 92.24	R 425.71	R 425.71	R 35.48	R 35.48	R 252.00	R 252.00
2050	Manager - Hairstylist	R 9,555.92	R 9,555.92	R 2,205.23	R 49.01	R 148.00	R 105.07	R 105.07	R 481.92	R 481.92	R 40.41	R 40.41	R 252.00	R 252.00
2054	Manager - only (Hairstylist)	R 8,082.01	R 8,082.01	R 1,865.09	R 41.45	R 148.00	R 105.07	R 105.07	R 481.92	R 481.92	R 40.41	R 40.41	R 252.00	R 252.00
3088	Massage Therapist - entry level	R 3,576.07	R 3,576.07	R 804.55	R 18.10	R 148.00	R 65.51	R 65.51	R 298.23	R 298.23	R 24.85	R 24.85	R 150.00	R 150.00
3040	Nail Technician - Unqualified	R 4,970.51	R 4,970.51	R 1,157.05	R 25.49	R 148.00	R 64.62	R 64.62	R 298.23	R 298.23	R 24.85	R 24.85	R 150.00	R 150.00
3084	Nail Technician - Certified	R 4,538.41	R 4,538.41	R 1,033.90	R 23.19	R 148.00	R 58.93	R 58.93	R 264.08	R 264.08	R 24.78	R 24.78	R 150.00	R 150.00
3038	Nail Technician - Qualified	R 7,096.17	R 7,096.17	R 1,637.36	R 36.39	R 148.00	R 92.24	R 92.24	R 425.71	R 425.71	R 35.48	R 35.48	R 252.00	R 252.00
2068	Operator	R 5,486.72	R 5,486.72	R 1,262.25	R 28.05	R 148.00	R 91.38	R 91.38	R 421.75	R 421.75	R 35.15	R 35.15	R 150.00	R 150.00
3042	Receptionist - Beauty Establishment	R 7,029.10	R 7,029.10	R 1,622.11	R 36.05	R 148.00	R 91.38	R 91.38	R 421.75	R 421.75	R 35.15	R 35.15	R 150.00	R 150.00
2060	Receptionist - (Hairstylist) First year of experience	R 4,896.08	R 4,896.08	R 1,143.90	R 25.42	R 148.00	R 63.65	R 63.65	R 293.76	R 293.76	R 24.78	R 24.78	R 150.00	R 150.00

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

ANNEXURE "H6"

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

Work Code	Work Code Description	See Annexure C		2023 Weekly Rate	2023 Hourly Rate 45h/Per week	2023 Union Fee	* 6C Fee EE - Section Basic Salary - 1.3% on Contributing Wage	* 6C Fee EE - Section Basic Salary - 1.3% on Contributing Wage	* 6C Fee EE - Section Basic Salary - 1.3% on Contributing Wage	* 6C Fee EE - Section Basic Salary - 1.3% on Contributing Wage	* 6C Fee EE - Section Basic Salary - 1.3% on Contributing Wage	2023 National SPS Employee based on Minimum Wage	2023 National SPS Employee based on Minimum Wage	SPS Employee - New Members from 01/01/2021	SPS Employee - New Members from 01/01/2021
		In 2023 Salary - Contribution Wage - Pension Fund and Council Fees	In 2023 Salary - Contribution Wage - Pension Fund and Council Fees												
2082	Receptionist - Hairdressing salon	R 6,370.62	R 6,370.62	R 1,470.15	R 32.67	R 148.00	R 82.82	R 82.82	R 82.82	R 82.82	R 82.82	R 31.85	R 31.85	R 190.00	R 190.00
3048	Sonographer 3 Years	R 8,415.01	R 8,415.01	R 1,941.94	R 43.15	R 148.00	R 109.40	R 109.40	R 109.40	R 109.40	R 109.40	R 42.08	R 42.08	R 257.00	R 257.00
3052	Sonographer 8 Years - 4 years	R 9,255.56	R 9,255.56	R 2,135.92	R 47.46	R 148.00	R 120.32	R 120.32	R 120.32	R 120.32	R 120.32	R 46.28	R 46.28		
1000	Specific Skilled Staff - doing only one of the following: Breeding, Plucking, Culling	R 1,592.48	R 1,592.48	R 1,443.90	R 25.42	R 148.00	R 20.70	R 20.70	R 20.70	R 20.70	R 20.70	R 24.78	R 24.78		
2083	Working Employee (in Salon with Staff)	R 8,023.78	R 8,023.78	R 1,851.66	R 41.15							R 120.36	R 120.36	R 257.00	R 257.00

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
PART TIME EMPLOYEE	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment An employee who works 1 or 2 or 3 or 4 days per week
WORKING EMPLOYERS	Remuneration / 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 Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply. If received, then the deductions will be changed accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
PENSION FUND	Contributions for a Working Employee (Work Code 2083) is voluntary for SPS from 1 January 2017
DAILY RATE CALCULATION	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
SICK BENEFIT FUND CONTRIBUTIONS	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY rate multiply by hours worked on the day
EMPLOYEE CATEGORY	SCHEME "C"
ADULT DEPENDANT (each)	R 150.00
CHILD DEPENDANT (each)	R 50.00
ABSENCATION DESCRIPTIONS	SC = Bargaining Council EE = Employee SPF = Sick Benefit Fund SPF = Sick Pay Fund Learnrest to also include any apprentices
LEARNERS	
UNION FEE / AGENCY FEE	Union 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 "sunset benefit") Non-Union Members: Non-Union members: UASA an Agency fee equates to the Union membership fee currently R 148.00 per month per member but with no UASA benefits.

Approved:
Chairperson: P Matjheba
Date: 01 June 2023

ANNEXURE "H7"

BARGAINING COUNCIL

ANNEXURE "H7"

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

Work Code	Work Code Description	EDUC Subscriptions See Annexure C		2023 Weekly Rate	2023 Hourly Rate - 40/Per week	2023 Union Fee	* BC Fee ER - Saloon Reg after Nov27 - 1.3% on Contributing Wage	* BC Fee ES - Saloon Reg after Nov27 - 1.3% on Contributing Wage	2023 National Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (ES) - Contributing Wage	2023 National Employer based on Minimum Wage	2023 National 549 Employer based on Minimum Wage
		Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jan 2023 Minimum Wage - (or SPP Fee only)									
3042	Receptionist - Beauty Establishment	R 4,098.76	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 53.28	R 53.28	R 245.93	R 245.93	R 24.78	R 24.78
2082	Receptionist - Hairdressing saloon	R 3,943.30	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 46.06	R 46.06	R 212.60	R 212.60	R 24.78	R 24.78
2084	Receptionist - Hairdressing saloon - after 5 years	R 3,720.64	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 48.37	R 48.37	R 223.24	R 223.24	R 24.78	R 24.78
2086	Receptionist - Hairdressing saloon - after 10 years	R 3,897.96	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 50.67	R 50.67	R 233.88	R 233.88	R 24.78	R 24.78
3048	Sonatologist 3 Years	R 3,734.26	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 48.55	R 48.55	R 233.88	R 233.88	R 24.78	R 24.78
3052	Sonatologist 4 Years	R 4,082.78	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 53.08	R 53.08	R 244.97	R 244.97	R 24.78	R 24.78
3054	Somatologist 8 Tech - 4 years	R 4,381.53	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 56.96	R 56.96	R 262.89	R 262.89	R 24.78	R 24.78
1012	Specific Skilled Stylist	R 1,916.91	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 24.92	R 24.92	R 135.01	R 135.01	R 24.78	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 2,465.93	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 32.06	R 32.06	R 147.96	R 147.96	R 24.78	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 2,394.70	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 33.60	R 33.60	R 155.08	R 155.08	R 24.78	R 24.78
1018	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting	R 1,437.06	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 18.68	R 18.68	R 86.22	R 86.22	R 24.78	R 24.78
1020	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting after 5 years	R 1,508.97	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 19.62	R 19.62	R 90.54	R 90.54	R 24.78	R 24.78
1022	Specific Skilled Stylist - doing only one of the following: Braiding, Plaiting, Cutting after 10 years	R 1,579.26	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 20.53	R 20.53	R 94.76	R 94.76	R 24.78	R 24.78
2089	Working Employer (in Saloon with Staff)	R 4,001.68	R 4,956.86	R 1,143.90	R 25.42						R 74.35	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
Part time employee	An employee who works 1 or 2 or 3 or 4 days per week
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
Working Employers	Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that job category will apply. If received, then the deductions will be charged accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
Pension Fund	Contributions for a Working Employer (Work Code 2089), is voluntary for SPP from 1 January 2017
Daily Rate Calculation	Person Fund Contributions to be paid by all employees will be 6% of the Basic Salary of the Employee. Contributions payable by all employees will be 6% of the Basic Salary of the Employee
Commission Earners	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day
Abbreviation Descriptions	Qualified Hairdressers / Stylists, which are employees and employed on or after 2010, whom will receive a minimum of 30% commission
LEARNERS	Qualified Hairdressers / Stylists, which are employees and employed prior to 2010, whom will receive a minimum 30% Commission
UNION FEE / AGENCY FEE	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE
	BC = Bargaining Council
	EE = Employee
	ER = Employer
	SPP = Sick Pay Fund
	SPP = Sick Pay Fund
	Learnings to also include any apprentices
	Union 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 pays an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits.

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

ANNEXURE "H8"

EOHCB Subscriptions	See Annexure C
Bargaining Levy	See Annexure C
Basic establishment charge *	
Total minimum charge *	

Approved:
Chairperson: P Matjebe
Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H8"

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

Work Code	Work Code Description	See Annexure C		2023 Weekly Rate 45h/Per week	2023 Union Fee	* BC Fee EE - Salary Reg after Noct17 - 2.3% of Contributing Wage		* BC Fee EE - Salary Reg after Noct17 - 1.3% of Contributing Wage		2023 National SPW Employer based on Minimum Wage		2023 National SPW Employer based on Minimum Wage	
		Jun 2023 Salary - Pension Fund and - Logical Fee	Jun 2023 Minimum Wage for 45h/Per week										
2078	Operator - Multi skilled - after 10 years	R 5 805.34	R 4 956.86	R 1 143.90	R 29.77	R 148.00	R 75.47	R 75.47	R 75.47	R 348.32	R 29.03	R 348.32	R 29.03
3042	Receptionist - Beauty Establishment	R 4 769.78	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 62.01	R 62.01	R 62.01	R 286.19	R 24.78	R 286.19	R 24.78
2082	Receptionist - Hairdressing salon	R 4 760.92	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 61.89	R 61.89	R 61.89	R 285.65	R 24.78	R 285.65	R 24.78
2084	Receptionist - Hairdressing salon - after 5 years	R 4 953.26	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.39	R 64.39	R 64.39	R 297.20	R 24.78	R 297.20	R 24.78
2086	Receptionist - Hairdressing salon - after 10 years	R 4 956.86	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 297.41	R 24.78	R 297.41	R 24.78
9045	Somatologist 3 Years	R 4 345.61	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 56.49	R 56.49	R 56.49	R 260.74	R 24.78	R 260.74	R 24.78
3054	Somatologist 8 Tech - 4 years	R 4 607.35	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 59.90	R 59.90	R 59.90	R 276.44	R 24.78	R 276.44	R 24.78
1012	Specific Skilled Stylist	R 4 956.86	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 297.41	R 24.78	R 297.41	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 3 729.91	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 30.29	R 30.29	R 30.29	R 139.79	R 24.78	R 139.79	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 2 445.92	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 31.80	R 31.80	R 31.80	R 146.76	R 24.78	R 146.76	R 24.78
2088	Working Employer (in Salon with Staff)	R 2 563.96	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 33.33	R 33.33	R 33.33	R 153.81	R 24.78	R 153.81	R 24.78
1000	Branding, Plaiting, Cutting	R 1 592.48	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 20.70	R 20.70	R 20.70	R 95.55	R 24.78	R 95.55	R 24.78
1007	Specific Skilled Stylist - doing only one of the following: Branding, Plaiting, Cutting after 5 years	R 1 672.03	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 21.74	R 21.74	R 21.74	R 100.32	R 24.78	R 100.32	R 24.78
1004	Branding, Plaiting, Cutting after 10 years	R 1 753.25	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 22.79	R 22.79	R 22.79	R 105.19	R 24.78	R 105.19	R 24.78
2089	Working Employer (in Salon with Staff)	R 6 662.35	R 6 662.35	R 1 537.47	R 34.17						R 99.94		

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
PART TIME EMPLOYEE	An employee who works 1 or 2 or 3 or 4 days per week
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment	
WORKING EMPLOYERS	Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that job Category will apply.
PENSION FUND	Contributions for a Working Employer (Work Code 2088), is voluntary for SPW from 1 January 2017
DAILY RATE CALCULATION	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employer will be 6% of the Basic Salary of the Employee.
COMMISSION EARNERS	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day
ABBREVIATION DESCRIPTIONS	Qualified Hairdressers / Stylists, which are employees and employed on or after 2010, whom will receive a minimum of 20% commission.
LEARNERS	Qualified Hairdressers / Stylists, which are employees and employed prior to 2010, whom will receive a minimum 30% Commission
UNION FEE / AGENCY FEE	NO STOCK DEDUCTIONS ARE ALLOWED. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE
	BC = Bargaining Council
	EE = Employee
	ER = Employer
	SPW = Sick Pay Fund
	SPW = Sick Pay Fund
	Learners to also include any apprentices
	Union 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 pays an Agency Fee equal to the Union membership fees currently R 148.00 per month but with no UASA benefits.

Approved:
Chairperson: P Matjebe
Date: 01 June 2023

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

BARGAINING COUNCIL

EOH3 Subscriptions	See Annexure C
Bargaining Levy	See Annexure C
Salon Charge *	B

Work Code	Work Code Description	Jan 2023 Salary - Overtime Hours 1st year after qualified	Apr 2023 Minimum Wage - 1st year after qualified	2023 Weekly Rate	2023 Weekly Rate - 1st year after qualified	2023 Union Fee	* 1st Year EE - Monthly Rate 1st Year 2023	* 1st Year EE - Monthly Rate 2nd Year 2023	* 1st Year EE - Monthly Rate 3rd Year 2023	2023 National LPR - Minimum Wage	2023 National LPR - Minimum Wage	2023 National LPR - Minimum Wage
3909	Aesthetic Therapist	R 2,832.23	R 4,952.23	R 1,403.14	R 25.41	R 146.00	R 101.69	R 101.69	R 101.69	R 469.33	R 469.33	R 39.11
2000	Barber - starting 1 month	R 2,339.52	R 4,056.58	R 1,143.90	R 20.11	R 146.00	R 101.69	R 101.69	R 101.69	R 140.39	R 140.39	R 39.11
2001	Barber - Trainee	R 2,658.88	R 4,356.88	R 1,143.90	R 23.42	R 146.00	R 101.69	R 101.69	R 101.69	R 159.53	R 159.53	R 39.11
2002	Barber - Junior	R 3,616.03	R 4,956.03	R 1,443.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2003	Barber - Senior	R 4,956.03	R 4,956.03	R 1,443.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2004	Beauty Technician - Unqualified	R 1,802.88	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2005	Beauty Technician - Qualified	R 3,284.14	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2006	Beauty Technician - Unqualified	R 3,284.14	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2007	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2008	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2009	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2010	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2011	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2012	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2013	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2014	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2015	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2016	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2017	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2018	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2019	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2020	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2021	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2022	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2023	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2024	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2025	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2026	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2027	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2028	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2029	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2030	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2031	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2032	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2033	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2034	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2035	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2036	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2037	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2038	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2039	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2040	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2041	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2042	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2043	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2044	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2045	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2046	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2047	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2048	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2049	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2050	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2051	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2052	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2053	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2054	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2055	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2056	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2057	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2058	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2059	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2060	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2061	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2062	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2063	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2064	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2065	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2066	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2067	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2068	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2069	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2070	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2071	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2072	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2073	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2074	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101.69	R 216.96	R 216.96	R 39.11
2075	Beauty Technician - Qualified	R 4,956.03	R 4,956.03	R 1,143.90	R 25.42	R 148.00	R 101.69	R 101.69	R 101			

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

BARGAINING COUNCIL

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

See Annexure C
Bargaining Levy

See Annexure C
Salary Charge

R -

Work Code	Work Code Description	Jan 2023 Salary - Contracted Salary Pension Fund (R) Contributing Wage	Jan 2023 Minimum Wage - for 20% Code only	2023 Monthly Rate	2023 Hourly Rate - 45h/Per week	2023 Union Fee	* 2023 Basic Salary (R) Net of 27.25%	* 2023 Basic Salary (R) Net of 27.25%	* 2023 Basic Salary (R) Net of 27.25%	* 2023 Basic Salary (R) Net of 27.25%	* 2023 Basic Salary (R) Net of 27.25%	2023 National Pension Fund (R) Contributing Wage	2023 National Pension Fund (R) Contributing Wage	2023 National Pension Fund (R) Contributing Wage	2023 National Pension Fund (R) Contributing Wage
2022 Receptionist - Hairdressing salon		R 4,547.15	R 4,956.86	R 1,433.90	R 25.42	R 148.00	R 59.11	R 59.11	R 59.11	R 59.11	R 59.11	R 272.83	R 272.83	R 272.83	R 272.83
3048 Somatologist 3 Years		R 4,956.86	R 4,956.86	R 1,433.90	R 25.42	R 148.00	R 64.44	R 64.44	R 64.44	R 64.44	R 64.44	R 297.41	R 297.41	R 297.41	R 297.41
3052 Somatologist 6 Years		R 5,712.14	R 5,712.14	R 1,318.20	R 29.29	R 148.00	R 74.26	R 74.26	R 74.26	R 74.26	R 74.26	R 342.73	R 342.73	R 342.73	R 342.73
Specific Skilled Stylist - doing only one of the following: Braiding, 1000/Piercing, Cutting		R 3,475.53	R 4,956.86	R 1,433.90	R 25.42	R 148.00	R 45.18	R 45.18	R 45.18	R 45.18	R 45.18	R 208.53	R 208.53	R 208.53	R 208.53
Specific Skilled Stylist - doing only one of the following: Braiding, 1001/Piercing, Cutting - Part Time		R 2,999.41	R 2,753.81	R 635.50	R 25.42	R 148.00	R 29.89	R 29.89	R 29.89	R 29.89	R 29.89	R 137.96	R 137.96	R 137.96	R 137.96
2023 Working Employer (in Salon with Staff)		R 5,426.18	R 6,426.18	R 1,952.20	R 27.81							R	R	R	R

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave.
PART TIME EMPLOYEE	Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment. An employee who works 1 or 2 or 3 or 4 days per week.
WORKING EMPLOYERS	Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the full Time position for that Job Category will apply. If received, then the deductions will be charged accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.
PENSION FUND	Contributions for a Working Employer (Work Code 2089) is voluntary (for SPF from 1 January 2023)
DAILY RATE CALCULATION	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employees. Contributions payable by all Employees will be 6% of the Basic Salary of the Employees.
COMMISSION ONLY BARNERS	Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY rate multiplied by hours worked on the day. Qualified Hairdressers / Stylists, which are employees will receive a minimum of 30% commission. THIS IS APPLICABLE ONLY TO AFRO SALONS. NO STOCK DEDUCTIONS ARE ALLOWED IN AFRO SALONS ONLY. VAT AND LOYALTY CARD FEES SHALL BE DEDUCTIBLE.
ABBREVIATION DESCRIPTIONS	Should the stylist earn basic + commission, stock is deductible. B.C. = Bargaining Council E = Employee U = Employer SPF = Salary Pension Fund SPF = Salary Pension Fund
LEARNERS	Learners to Bar include any apprentices. Union Members: Union Fee equates to R 148.00 per month per member. For members who join UACA after the age of 40, the Union Fee equates to R 11.00 per month per member (excluding the funeral benefit). Non-Union Members: Non-Union members pay an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UACA benefits.

Approved: _____
 Chairperson: P Matjela
 Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H13"

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

EDKCB Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Jan 2023 Salary - Contribution Fund and General Fees	Jan 2023 Salary - Wage - 7.5% LAC only	2023 Weekly Rate	2023 Hourly Rate - 45h/Per week	2023 Union Fee	* BC Fee Ex. - Salaries Reg after Nov12 - 1.3% of Contributing Wage	* BC Fee Ex. - Salaries Reg after Nov12 - 1.3% of Contributing Wage	2023 National (Pension) Fund - 10% of Contributing Wage	2023 National (Pension) Fund - 10% of Contributing Wage	2023 National EPF - Employees based on Minimum Wage	2023 National EPF - Employees based on Minimum Wage
3009	Aesthetic Therapist	R 7 822.23	R 7 822.23	R 1 805.14	R 40.11	R 148.00	R 101.69	R 101.69	R 469.33	R 469.33	R 39.11	R 39.11
2002	Barber - Trainee	R 2 688.35	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 34.69	R 34.69	R 160.10	R 160.10	R 24.78	R 24.78
2004	Barber - Junior	R 3 430.74	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 44.60	R 44.60	R 205.84	R 205.84	R 24.78	R 24.78
2006	Barber - Senior	R 5 664.96	R 5 664.96	R 1 307.31	R 29.05	R 148.00	R 73.64	R 73.64	R 339.90	R 339.90	R 28.32	R 28.32
3036	Beauty Technologist - Unqualified	R 1 571.54	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 19.78	R 19.78	R 91.29	R 91.29	R 24.78	R 24.78
3034	Beauty Technologist - Qualified	R 4 956.86	R 4 956.86	R 1 149.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3020	Beauty and Skincare Therapist - Unqualified	R 3 708.36	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 48.21	R 48.21	R 222.50	R 222.50	R 24.78	R 24.78
3014	Beauty and Skincare Therapist	R 4 139.34	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 53.61	R 53.61	R 248.36	R 248.36	R 24.78	R 24.78
3022	Salon Assistant	R 2 848.65	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 37.03	R 37.03	R 170.92	R 170.92	R 24.78	R 24.78
4038	Drybar Worker	R 4 567.88	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 59.38	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
2030	General Assistant	R 2 445.92	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 31.80	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
2012	General Assistant after 5 years	R 2 568.54	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 33.39	R 33.39	R 154.11	R 154.11	R 24.78	R 24.78
2014	General Assistant after 10 years	R 2 689.51	R 4 596.86	R 1 149.90	R 25.42	R 148.00	R 34.96	R 34.96	R 161.37	R 161.37	R 24.78	R 24.78
2020	Hairdresser - 1st year after qualified	R 4 956.86	R 4 956.86	R 1 149.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2022	Hairdresser - Qualified	R 6 602.33	R 6 602.33	R 1 537.47	R 34.17	R 148.00	R 86.61	R 86.61	R 399.74	R 399.74	R 33.31	R 33.31
2034	Hairdresser - Qualified - after 5 years	R 6 993.59	R 6 993.59	R 1 614.01	R 35.87	R 148.00	R 90.92	R 90.92	R 419.64	R 419.64	R 34.97	R 34.97
2026	Hairdresser - Qualified - after 10 years	R 7 328.91	R 7 328.91	R 1 691.90	R 37.58	R 148.00	R 95.28	R 95.28	R 439.73	R 439.73	R 36.64	R 36.64
2046	LEARNER - Entry Level	R 1 657.70	R 3 312.43	R 765.06	R 17.00	R 148.00	R -	R -	R -	R -	R 8.29	R 8.29
2050	LEARNER - Level 2	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 16.58	R 16.58
2052	LEARNER - Level 3	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 25.56	R 25.56
2052	LEARNER - Level 4	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 37.30	R 37.30
4020	STUDENTS - Entry Level	R 3 290.10	R 7 593.39	R 1 721.41	R 38.25	R 148.00	R 41.99	R 41.99	R 193.61	R 193.61	R 8.29	R 8.29
4001	STUDENTS - Module 2 (level 1 & 2)	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 16.58	R 16.58
4002	STUDENTS - Module 4 (level 3 & 4)	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 25.56	R 25.56
4003	STUDENTS - Module 6 (level 5 & 6)	R -	R -	R -	R -	R -	R -	R -	R -	R -	R 37.30	R 37.30
3032	Manager - Beauty	R 3 290.10	R 7 593.39	R 1 721.41	R 38.25	R 148.00	R 41.99	R 41.99	R 193.61	R 193.61	R 37.30	R 37.30
2050	Manager - Hairdresser	R 6 936.82	R 6 936.82	R 1 600.82	R 35.57	R 148.00	R 90.18	R 90.18	R 416.21	R 416.21	R 34.68	R 34.68
2052	Manager - Hairdresser after 5 years	R 7 071.49	R 7 071.49	R 1 620.45	R 36.01	R 148.00	R 91.26	R 91.26	R 421.31	R 421.31	R 35.11	R 35.11
2064	Manager - Hairdresser after 10 years	R 7 373.28	R 7 373.28	R 1 701.54	R 37.81	R 148.00	R 95.85	R 95.85	R 442.40	R 442.40	R 36.87	R 36.87
3030	Manager - only (Beauty Establishment)	R 7 734.57	R 7 734.57	R 1 782.61	R 39.61	R 148.00	R 100.42	R 100.42	R 463.47	R 463.47	R 38.62	R 38.62
		R 4 956.86	R 4 956.86	R 1 149.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78

Approved: Chairperson: P Matjebe
Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H13"

REMUNERATION BASIC SALARY/WAGE AND CONTRIBUTION SCHEDULE HAIRDRESSING COSMETOLOGY BEAUTY AND SKINCARE FOR DIVISION 116 BEING RUSTENBURG, BRITS, MANKWE (HARTBEESPOORT), WORKING 48 HOURS

EOHC3 Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Jan 2023 Salary - Contribution (Wage - Pension Fund and Council Fees)	Jan 2023 Minimum Wage - incl 20% OLC only	2023 Monthly Rate - 48hr/week	2023 Union Fee	* BCF Fee EA - Salary Reg after Month 7 - 1.3% of Contributing Wage	* BCF Fee EC - Salary Reg after Month 7 - 1.3% of Contributing Wage	2023 National Pension Fund (B) - Contributing Wage	2023 National Pension Fund (B) - Contributing Wage	2023 National Pension Fund (B) - Minimum Wage	2023 National Pension Fund (B) - Minimum Wage
2054	Manager - only (Hairstyling)	R 5,828.97	R 5,828.97	R 1,943.99	R 29.90	R 148.00	R 75.79	R 949.80	R 949.80	R 29.15	R 29.15
2056	Manager - only (Hairstyling) after 5 years	R 6,172.20	R 6,172.20	R 1,412.83	R 31.40	R 148.00	R 79.59	R 967.33	R 967.33	R 30.61	R 30.61
2058	Manager - only (Hairstyling) after 10 years	R 6,412.79	R 6,412.79	R 1,470.88	R 32.89	R 148.00	R 83.97	R 984.77	R 984.77	R 32.06	R 32.06
3040	Nail Technician - Unqualified	R 2,964.66	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 30.74	R 141.88	R 141.88	R 24.78	R 24.78
3044	Nail Technician - Certified	R 2,439.55	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 31.64	R 146.01	R 146.01	R 24.78	R 24.78
3038	Nail Technician - Qualified	R 2,839.13	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 36.91	R 170.35	R 170.35	R 24.78	R 24.78
3036	Massage Therapist - entry level	R 2,461.90	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 32.00	R 147.71	R 147.71	R 24.78	R 24.78
3037	Massage Therapist	R 4,567.88	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
3067	Operator - Trainee	R 3,247.98	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.22	R 194.88	R 194.88	R 24.78	R 24.78
2068	Operator	R 4,500.76	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.22	R 270.05	R 270.05	R 24.78	R 24.78
2072	Operator - after 10 years	R 4,949.83	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 58.51	R 283.57	R 283.57	R 24.78	R 24.78
2076	Operator - Multi skilled	R 4,726.11	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.35	R 296.59	R 296.59	R 24.78	R 24.78
2070	Operator - after 5 years	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2074	Operator - Multi skilled - after 5 years	R 5,542.65	R 5,542.65	R 1,279.08	R 28.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2078	Operator - Multi skilled - after 10 years	R 5,805.34	R 5,805.34	R 1,339.70	R 29.77	R 148.00	R 72.05	R 332.56	R 332.56	R 27.71	R 27.71
3042	Receptionist - Beauty Establishment	R 4,769.78	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 62.01	R 286.19	R 286.19	R 24.78	R 24.78
2082	Receptionist - Hairstyling salon	R 4,760.92	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 61.89	R 285.65	R 285.65	R 24.78	R 24.78
2084	Receptionist - Hairstyling salon - after 5 years	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2086	Receptionist - Hairstyling salon - after 10 years	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3048	Somatologist 3 Years	R 4,345.61	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 56.49	R 263.74	R 263.74	R 24.78	R 24.78
3052	Somatologist 8 Tech - 4 years	R 4,607.95	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.90	R 276.44	R 276.44	R 24.78	R 24.78
3054	Somatologist - B Tech Laser	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
1012	Specific Skilled Stylist	R 2,329.91	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 30.29	R 139.79	R 139.79	R 24.78	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 2,405.97	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 2,563.56	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 33.33	R 153.81	R 153.81	R 24.78	R 24.78
1000	Plating, Cutting	R 1,592.48	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 20.70	R 95.55	R 95.55	R 24.78	R 24.78
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting	R 1,672.05	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 21.74	R 100.32	R 100.32	R 24.78	R 24.78
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting after 10 years	R 1,753.23	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 22.79	R 105.19	R 105.19	R 24.78	R 24.78

Approved:
Chairperson: P Marjabe
Date: 01 June 2023

BARGAINING COUNCIL

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

EDHEB Subscriptions: See Annexure C		Bargaining Levy: See Annexure C											
Work Code	Work Code Description	Jan 2023 Salary - Contribution Wage - Pension Fund and School Fees	Jan 2023 Minimum Wage - no SPF CMC only	2023 Weekly Rate	2023 Monthly Rate - 45h/Per week	2023 Union Fee	* MC Fee EE - Salon Reg after Month - 1.3% of Contributing Wage	* MC Fee EE - Salon Reg after Month - 1.3% of Contributing Wage	2023 National Pension Fund (NPF) - Contributing Wage	2023 National Pension Fund (NPF) - Contributing Wage	2023 National Pension Fund (NPF) - Contributing Wage	2023 National Pension Fund (NPF) - Contributing Wage	2023 National Pension Fund (NPF) - Contributing Wage
2089	Working Employer (in Salon with Staff)	R 6,662.33	R 6,662.33	R 1,537.47	R 38,17	R 38,17							R 99.94
NOTES													
An employee who substitutes for any permanent employee who is sick or on leave													
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment.													
An employee who works 3 or 4 or 5 days per week													
Remuneration / 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 Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply.													
If received, then the deductions will be charged accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.													
Contributions for a Working Employer (Work Code 2089), is voluntary for SPF from 1 January 2017													
Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.													
Basic Salary / Wage divided by 45 = HOURLY Rate multiply by hours worked on the day													
SC = Bargaining Council													
EE = Employee													
ER = Employer													
SSF = Sick Benefit Fund													
SPF = Sick Pay Fund													
Learners to also include any apprentices													
LEARNERS													
Union 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 pay an Agency Fee equal to the Union membership fees currently R 148.00 per person per month but with no UASA benefits.													
UNION FEE / AGENCY FEE													

Approved: _____
 Chairperson: P Matjabe
 Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H14"

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

EOKCB Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Jun 2023 Salary - Minimum Wage - Pension Fund and Council Fees	Jun 2023 Minimum Wage - for 39 450 only	2023 Weekly Rate	2023 Hourly Rate - 45h/week	2023 Union Fee	* 60 Fee 60 - Salary for 60 Fee 60 - 39 450 only	* 60 Fee 60 - Salary for 60 Fee 60 - 39 450 only	2023 National Pension Fund (EPF) - Contributing Wage	2023 National Pension Fund (EPF) - Contributing Wage	2023 National 50% Employer based on Minimum Wage	2023 National 50% Employer based on Minimum Wage
3089	Aesthetic Therapist	R 7 822.23	R 7 822.23	R 1 805.14	R 40.11	R 148.00	R 101.69	R 101.69	R 469.33	R 469.33	R 39.11	R 39.11
2002	Barber - Trainee	R 2 688.35	R 4 534.96	R 1 143.90	R 25.42	R 148.00	R 34.69	R 34.69	R 160.10	R 160.10	R 24.78	R 24.78
2004	Barber - Junior	R 3 430.74	R 4 534.96	R 1 143.90	R 25.42	R 148.00	R 44.60	R 44.60	R 205.84	R 205.84	R 24.78	R 24.78
2006	Barber - Senior	R 5 664.96	R 5 664.96	R 1 307.31	R 29.05	R 148.00	R 73.64	R 73.64	R 339.90	R 339.90	R 28.32	R 28.32
3084	Beauty Technologist - Unqualified	R 1 521.94	R 4 534.96	R 1 143.90	R 25.42	R 148.00	R 19.78	R 19.78	R 91.29	R 91.29	R 24.78	R 24.78
3004	Beauty Technologist - Qualified	R 4 956.86	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3010	Beauty and Skincare Therapist - Unqualified	R 3 708.26	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 48.21	R 48.21	R 222.50	R 222.50	R 24.78	R 24.78
3012	Beauty and Skincare Therapist	R 4 139.34	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 53.81	R 53.81	R 248.36	R 248.36	R 24.78	R 24.78
4012	Drybar Worker	R 2 848.05	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 37.03	R 37.03	R 170.92	R 170.92	R 24.78	R 24.78
2010	General Assistant	R 2 445.92	R 3 956.86	R 1 143.90	R 25.42	R 148.00	R 31.80	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
2012	General Assistant after 5 years	R 2 568.54	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 33.39	R 33.39	R 154.11	R 154.11	R 24.78	R 24.78
2014	General Assistant after 10 years	R 2 689.51	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 34.96	R 34.96	R 161.37	R 161.37	R 24.78	R 24.78
2020	Hairstresser - 1st year after qualified	R 4 956.86	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2022	Hairstresser - Qualified	R 6 662.33	R 6 662.33	R 1 537.47	R 34.17	R 148.00	R 86.61	R 86.61	R 399.74	R 399.74	R 33.31	R 33.31
2024	Hairstresser - Qualified - after 5 years	R 6 993.99	R 6 993.99	R 1 614.01	R 35.07	R 148.00	R 90.92	R 90.92	R 419.64	R 419.64	R 34.97	R 34.97
2026	Hairstresser - Qualified - after 10 years	R 7 328.91	R 7 328.91	R 1 691.30	R 37.38	R 148.00	R 95.28	R 95.28	R 439.73	R 439.73	R 36.64	R 36.64
2046	LEARNER - Entry Level	R 1 657.20	R 3 821.55	R 821.55	R 18.48	R 148.00	R -	R -	R -	R -	R 8.29	R 8.29
2048	LEARNER - Level 2	R 3 915.23	R 7 850.05	R 7 850.05	R 17.00	R 148.00	R -	R -	R -	R -	R 16.58	R 16.58
2050	LEARNER - Level 3	R 5 111.13	R 11 793.50	R 11 793.50	R 26.21	R 148.00	R -	R -	R -	R -	R 25.56	R 25.56
2052	LEARNER - Level 4	R 7 405.49	R 17 214.41	R 17 214.41	R 38.25	R 148.00	R 41.99	R 41.99	R 193.81	R 193.81	R 37.30	R 37.30
4000	STUDENTS - Entry Level	R 3 255.73	R 7 850.05	R 7 850.05	R 17.00	R 148.00	R -	R -	R -	R -	R 8.29	R 8.29
4002	STUDENTS - Module 2 (Level 1 & 2)	R 7 111.13	R 11 793.50	R 11 793.50	R 26.21	R 148.00	R -	R -	R -	R -	R 16.58	R 16.58
4004	STUDENTS - Module 4 (Level 3 & 4)	R 9 596.82	R 16 600.82	R 16 600.82	R 35.57	R 148.00	R 41.99	R 41.99	R 193.81	R 193.81	R 37.30	R 37.30
4006	STUDENTS - Module 6 (Level 5 & 6)	R 12 201.10	R 20 545.82	R 20 545.82	R 45.65	R 148.00	R 41.99	R 41.99	R 193.81	R 193.81	R 37.30	R 37.30
2000	Manager - Beauty	R 7 021.69	R 7 021.69	R 1 600.82	R 35.57	R 148.00	R 90.18	R 90.18	R 416.21	R 416.21	R 35.11	R 35.11
2002	Manager - Hairstresser after 10 years	R 7 373.28	R 7 373.28	R 1 701.54	R 37.81	R 148.00	R 91.28	R 91.28	R 421.31	R 421.31	R 35.11	R 35.11
2004	Manager - Hairstresser after 10 years	R 7 724.57	R 7 724.57	R 1 782.61	R 39.61	R 148.00	R 95.85	R 95.85	R 447.40	R 447.40	R 36.67	R 36.67
2006	Manager - only (Beauty Establishment)	R 4 956.86	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2008	Manager - only (Beauty Establishment)	R 6 122.20	R 9 479.88	R 1 412.83	R 31.40	R 148.00	R 75.79	R 75.79	R 349.80	R 349.80	R 29.15	R 29.15
2010	Manager - only (Hairstressing) after 5 years	R 6 412.79	R 9 479.88	R 1 479.88	R 32.89	R 148.00	R 79.57	R 79.57	R 367.33	R 367.33	R 30.61	R 30.61
2012	Manager - only (Hairstressing) after 10 years	R 6 764.66	R 9 479.88	R 1 543.90	R 34.17	R 148.00	R 80.74	R 80.74	R 384.77	R 384.77	R 32.06	R 32.06
3004	Real technician - Unqualified	R 2 433.55	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 31.64	R 31.64	R 146.01	R 146.01	R 24.78	R 24.78
3006	Real technician - Qualified	R 2 899.13	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 36.91	R 36.91	R 170.35	R 170.35	R 24.78	R 24.78
3008	Massage Therapist - entry level	R 2 461.90	R 4 956.86	R 1 143.90	R 25.42	R 148.00	R 32.06	R 32.06	R 147.71	R 147.71	R 24.78	R 24.78

Approved:

Chairperson: P Matjebe

Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H14"

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

EDICB Subscriptions		See Annexure C									
Bargaining Levy		See Annexure C									
Work Code	Work Code Description	Jan 2023 Salary - Minimum Wage - Employer's Contribution - Pension Fund - Council Fee	Jan 2023 Minimum Wage - For SRF Calc only	2023 Weekly Rate	2023 Hourly Rate - 45h/Per week	2023 Union Fee	2023 IB - Salary - For SRF Calc only - 2.5% of Contributing Wage	2023 IB - Salary - For SRF Calc only - 2.5% of Contributing Wage	2023 National Pension Fund (BN) - Contributing Wage	2023 National SRF - Employer based on Minimum Wage	2023 National SRF - Employer based on Minimum Wage
	ABBREVIATION DESCRIPTIONS	BC = Bargaining Council EE = Employee ER = Employer SRF = Sick Benefit Fund SFR = Sick Pay Fund Learners to also include any apprentices									
	LEARNERS	Union Members: Union fee equates to R 148.00 per month per member. For members who join UACA 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 pay an Agency Fee equal to the Union membership fee currently R 148.00 per person per month but with no UACA benefits.									
	UNION FEE / AGENCY FEE										

Approved: _____
 Chairperson: P Matjhebe
 Date: 01 June 2023

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BARGAINING COUNCIL

ANNEXURE "H15"

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

EOHCB Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	2023 Weekly Rate	2023 Hourly Rate - 45H/week	2023 Union Fee	* BC Fee ER - Salary Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (NF) - Contributing Wage	2023 National Pension Fund (EF) - Contributing Wage	2023 National SPF Employer based on Minimum Wage	2023 National SPF Employee based on Minimum Wage
3089	Aesthetic Therapist	R 7,822.23	R 1,805.14	R 40.11	R 148.00	R 101.69	R 469.33	R 469.33	R 39.11	R 39.11
2002	Barber - Trainee	R 2,668.35	R 4,956.86	R 1,143.90	R 25.42	R 34.69	R 160.10	R 160.10	R 24.78	R 24.78
2004	Barber - Junior	R 3,430.74	R 4,956.86	R 1,143.90	R 25.42	R 44.60	R 205.84	R 205.84	R 24.78	R 24.78
2006	Barber - Senior	R 5,664.96	R 5,664.96	R 1,307.31	R 29.05	R 73.64	R 339.90	R 339.90	R 28.32	R 28.32
3036	Beauty Technologist - Unqualified	R 1,521.54	R 4,956.86	R 1,143.90	R 25.42	R 19.78	R 91.29	R 91.29	R 24.78	R 24.78
3034	Beauty Technologist - Qualified	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3020	Beauty and Skincare Therapist - Unqualified	R 3,709.26	R 4,956.86	R 1,143.90	R 25.42	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3014	Beauty and Skincare Therapist	R 4,139.34	R 4,956.86	R 1,143.90	R 25.42	R 53.81	R 248.36	R 248.36	R 24.78	R 24.78
4022	Salon Assistant	R 2,848.65	R 4,956.86	R 1,143.90	R 25.42	R 37.03	R 170.92	R 170.92	R 24.78	R 24.78
4018	Drybar Worker	R 4,567.88	R 4,956.86	R 1,143.90	R 25.42	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
2010	General Assistant	R 2,445.92	R 4,956.86	R 1,143.90	R 25.42	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
2012	General Assistant after 5 years	R 2,568.54	R 4,956.86	R 1,143.90	R 25.42	R 33.39	R 154.11	R 154.11	R 24.78	R 24.78
2014	General Assistant after 10 years	R 2,689.51	R 4,956.86	R 1,143.90	R 25.42	R 34.96	R 161.37	R 161.37	R 24.78	R 24.78
4020	Hairstresser - 1st year after qualified	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 34.96	R 161.37	R 161.37	R 24.78	R 24.78
2022	Hairstresser - Qualified	R 6,662.33	R 5,662.33	R 1,537.47	R 34.17	R 86.61	R 399.74	R 399.74	R 33.31	R 33.31
2024	Hairstresser - Qualified - after 5 years	R 6,993.99	R 5,993.99	R 1,614.01	R 35.87	R 90.92	R 419.64	R 419.64	R 34.97	R 34.97
2026	Hairstresser - Qualified - after 10 years	R 7,328.91	R 7,328.91	R 1,691.30	R 37.58	R 95.28	R 439.73	R 439.73	R 36.64	R 36.64
2046	Hairstresser - Entry Level	R 1,657.70	R 382.55	R 8.50	R 148.00	-	-	-	R 8.29	R 8.29
2048	LEARNER - Level 2	R 3,315.22	R 765.06	R 17.00	R 148.00	-	-	-	R 16.58	R 16.58
2050	LEARNER - Level 3	R 5,111.13	R 1,179.50	R 26.21	R 148.00	R 41.99	R 193.81	R 193.81	R 25.56	R 25.56
2052	LEARNER - Level 4	R 7,259.33	R 1,722.41	R 38.25	R 148.00	R 41.99	R 193.81	R 193.81	R 25.56	R 25.56
4000	STUDENTS - Entry Level	R 1,657.70	R 382.55	R 8.50	R 148.00	-	-	-	R 8.29	R 8.29
4001	STUDENTS - Module 2 (Level 1 & 2)	R 3,315.22	R 765.06	R 17.00	R 148.00	-	-	-	R 16.58	R 16.58
4002	STUDENTS - Module 4 (Level 3 & 4)	R 5,111.13	R 1,179.50	R 26.21	R 148.00	R 41.99	R 193.81	R 193.81	R 25.56	R 25.56
4003	STUDENTS - Module 6 (Level 5 & 6)	R 7,259.33	R 1,722.41	R 38.25	R 148.00	R 41.99	R 193.81	R 193.81	R 25.56	R 25.56
3032	Manager - Beauty	R 7,021.89	R 7,021.89	R 1,574.45	R 36.01	R 91.28	R 421.31	R 421.31	R 35.11	R 35.11
2062	Manager - Hairstresser	R 7,373.28	R 7,373.28	R 1,620.45	R 36.01	R 91.28	R 421.31	R 421.31	R 35.11	R 35.11
2064	Manager - Hairstresser after 5 years	R 7,724.57	R 7,724.57	R 1,701.54	R 37.81	R 95.85	R 442.40	R 442.40	R 36.87	R 36.87
3030	Manager - Hairstresser after 10 years	R 8,936.82	R 7,459.39	R 1,721.41	R 38.25	R 100.42	R 463.47	R 463.47	R 38.62	R 38.62
2054	Manager - only (Beauty Establishment)	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2056	Manager - only (Hairstressing)	R 5,829.97	R 5,829.97	R 1,349.39	R 29.90	R 75.79	R 349.80	R 349.80	R 29.15	R 29.15
2058	Manager - only (Hairstressing) after 5 years	R 6,122.20	R 5,829.97	R 1,349.39	R 29.90	R 79.59	R 367.33	R 367.33	R 30.61	R 30.61
3040	Manager - only (Hairstressing) after 10 years	R 6,412.79	R 6,412.79	R 1,412.83	R 31.40	R 83.37	R 384.77	R 384.77	R 32.06	R 32.06
3042	Nail Technician - Unqualified	R 2,364.66	R 4,956.86	R 1,143.90	R 25.42	R 30.74	R 141.88	R 141.88	R 24.78	R 24.78
3044	Nail Technician - Certified	R 3,335.55	R 4,956.86	R 1,143.90	R 25.42	R 31.64	R 146.01	R 146.01	R 24.78	R 24.78
3084	Nail Technician - Qualified	R 2,839.13	R 4,956.86	R 1,143.90	R 25.42	R 36.91	R 170.35	R 170.35	R 24.78	R 24.78
3088	Massage Therapist - entry level	R 2,461.90	R 4,956.86	R 1,143.90	R 25.42	R 32.00	R 147.71	R 147.71	R 24.78	R 24.78

Approved:

Chairperson: P Matjebe

Date: 01 June 2023

BARGAINING COUNCIL

ANNEXURE "H15"

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

EOHCS Subscriptions See Annexure C
Bargaining Levy See Annexure C

Work Code	Work Code Description	Jun 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jun 2023 Minimum Wage - for SFF calc only	2023 Weekly Rate	2023 Hourly Rate - 45H/Per week	2023 Union Fee	* BC Fee ER - Saloon Reg after Nov27 - 1.3% of Contributing Wage	* BC Fee EE - Saloon Reg after Nov27 - 1.3% of Contributing Wage	2023 National Pension Fund (ER) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SFF Employer based on Minimum Wage	2023 National SFF Employee based on Minimum Wage
3087	Massage Therapist	R 3,567.88	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.38	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
2067	Operator - Trainee	R 3,247.98	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 42.22	R 42.22	R 194.88	R 194.88	R 24.78	R 24.78
2068	Operator	R 4,001.76	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 58.51	R 58.51	R 270.05	R 270.05	R 24.78	R 24.78
2072	Operator - after 10 years	R 4,949.83	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.35	R 64.35	R 296.99	R 296.99	R 24.78	R 24.78
2070	Operator - after 5 years	R 4,726.11	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 61.44	R 61.44	R 283.57	R 283.57	R 24.78	R 24.78
2074	Operator - Multi skilled	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2076	Operator - Multi skilled - after 5 years	R 5,542.65	R 5,542.65	R 1,279.08	R 28.42	R 148.00	R 72.05	R 72.05	R 332.56	R 332.56	R 27.71	R 27.71
2078	Operator - Multi skilled - after 10 years	R 5,805.34	R 5,805.34	R 1,339.70	R 29.77	R 148.00	R 75.47	R 75.47	R 348.32	R 348.32	R 29.03	R 29.03
3042	Receptionist - Beauty Establishment	R 4,769.78	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 62.01	R 62.01	R 286.19	R 286.19	R 24.78	R 24.78
2082	Receptionist - Hairdressing salon	R 4,769.92	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 61.89	R 61.89	R 285.65	R 285.65	R 24.78	R 24.78
2084	Receptionist - Hairdressing salon - after 5 years	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2086	Receptionist - Hairdressing salon - after 10 years	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3048	Somatologist 3 Years	R 4,345.61	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 56.49	R 56.49	R 260.74	R 260.74	R 24.78	R 24.78
3052	Somatologist B Tech - 4 years	R 4,607.35	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 59.90	R 59.90	R 276.44	R 276.44	R 24.78	R 24.78
3054	Somatologist - B Tech Laser	R 4,956.86	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
1012	Specific Skilled Stylist	R 2,329.91	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 30.29	R 30.29	R 139.79	R 139.79	R 24.78	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 2,445.92	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 31.80	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 2,563.58	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 33.33	R 33.33	R 153.81	R 153.81	R 24.78	R 24.78
1000	Plating, Cutting	R 1,592.48	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 20.70	R 20.70	R 95.55	R 95.55	R 24.78	R 24.78
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting after 5 years	R 1,672.03	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 21.74	R 21.74	R 100.32	R 100.32	R 24.78	R 24.78
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Plating, Cutting after 10 years	R 1,753.23	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 22.79	R 22.79	R 105.19	R 105.19	R 24.78	R 24.78
2089	Working Employer (in Salon with Staff)	R 6,662.33	R 6,662.33	R 1,537.47	R 34.17						R 99.94	

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
Remuneration / Basic Salary / Wages shall be calculated at the prescribed HOURLY rate for that category of employment:	
Part time employee who works 1 or 2 or 3 or 4 days per week	
Remuneration / 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 Employer (Salon owner)), then the salary of the Full Time position for that Job Category will apply	
If received, then the deductions will be charged accordingly to the lower amount for the actual amount of days worked and not the full amount of days worked.	
Contributions for a Working Employer (Work Code 2089), is voluntary for SFF from 1 January 2017	
PENSION FUND	Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.
DAILY RATE CALCULATION	Basic Salary / Wage divided by 45 = HOURLY Rate multiply by hours worked on the day

Approved:
Chairperson: P Matjebe
Date: 01 June 2023

BARGAINING COUNCIL

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)

EOHCS Subscriptions: See Annexure C
Bargaining Levy: See Annexure C

Work Code	Work Code Description	Jun 2023 Minimum Wage - per 30 days only	2023 Weekly Rate	2023 Hourly Rate - 45h/week	2023 Union Fee	* BC Fee ER - Salary Reg after Nov17 - 1.3% of Contributing Wage	* BC Fee EE - Salary Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SPF Employer based on Minimum Wage	2023 National SPF Employee based on Minimum Wage
3089	Aesthetic Therapist	R 7,822.23	R 1,805.14	R 40.11	R 148.00	R 101.69	R 101.69	R 469.33	R 469.33	R 39.11	R 39.11
2002	Barber - Trainee	R 2,688.35	R 4,956.86	R 25.42	R 148.00	R 34.69	R 34.69	R 160.10	R 160.10	R 24.78	R 24.78
2004	Barber - Junior	R 3,430.74	R 5,664.96	R 1,143.90	R 25.42	R 44.60	R 44.60	R 205.84	R 205.84	R 24.78	R 24.78
3036	Beauty Technologist - Senior	R 5,664.96	R 1,143.90	R 25.42	R 148.00	R 73.64	R 73.64	R 339.90	R 339.90	R 28.32	R 28.32
3036	Beauty Technologist - Unqualified	R 1,521.54	R 4,956.86	R 1,143.90	R 25.42	R 19.78	R 19.78	R 91.29	R 91.29	R 24.78	R 24.78
3036	Beauty Technologist - Qualified	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
3020	Beauty and Skincare Therapist - Unqualified	R 3,708.26	R 4,956.86	R 1,143.90	R 25.42	R 48.21	R 48.21	R 222.50	R 222.50	R 24.78	R 24.78
3022	Salon Assistant	R 4,139.34	R 4,956.86	R 1,143.90	R 25.42	R 53.81	R 53.81	R 248.36	R 248.36	R 24.78	R 24.78
4018	Drybar Worker	R 2,848.65	R 4,956.86	R 1,143.90	R 25.42	R 37.03	R 37.03	R 170.92	R 170.92	R 24.78	R 24.78
2010	General Assistant	R 4,567.88	R 4,956.86	R 1,143.90	R 25.42	R 59.38	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
2012	General Assistant after 5 years	R 2,445.92	R 4,956.86	R 1,143.90	R 25.42	R 31.80	R 31.80	R 146.76	R 146.76	R 24.78	R 24.78
2014	General Assistant after 10 years	R 2,688.51	R 4,956.86	R 1,143.90	R 25.42	R 33.39	R 33.39	R 154.11	R 154.11	R 24.78	R 24.78
2020	Hairstylist - 1st year after qualified	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 34.96	R 34.96	R 161.37	R 161.37	R 24.78	R 24.78
2022	Hairstylist - Qualified	R 6,662.33	R 6,662.33	R 1,537.47	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2024	Hairstylist - Qualified - after 5 years	R 6,993.99	R 6,993.99	R 1,614.01	R 148.00	R 86.61	R 86.61	R 399.74	R 399.74	R 33.31	R 33.31
2026	Hairstylist - Qualified - after 10 years	R 7,528.91	R 7,528.91	R 1,691.30	R 148.00	R 90.92	R 90.92	R 419.64	R 419.64	R 34.97	R 34.97
2048	LEARNER - Entry Level	R 1,657.70	R 3,825.55	R 8.50	R 148.00	R -	R -	R -	R -	R -	R -
2050	LEARNER - Level 2	R 3,315.23	R 7,650.06	R 17.00	R 148.00	R -	R -	R -	R -	R -	R -
2052	LEARNER - Level 3	R 5,111.13	R 11,795.90	R 26.21	R 148.00	R -	R -	R -	R -	R -	R -
2052	LEARNER - Level 4	R 7,459.39	R 1,721.41	R 38.25	R 148.00	R -	R -	R -	R -	R -	R -
4000	STUDENTS - Entry Level	R 3,230.10	R 3,230.10	R 72.00	R 148.00	R -	R -	R -	R -	R -	R -
4001	STUDENTS - Module 2 (Level 1 & 2)	R 3,230.10	R 3,230.10	R 72.00	R 148.00	R -	R -	R -	R -	R -	R -
4002	STUDENTS - Module 4 (Level 3 & 4)	R 3,230.10	R 3,230.10	R 72.00	R 148.00	R -	R -	R -	R -	R -	R -
4003	STUDENTS - Module 6 (Level 5 & 6)	R 3,230.10	R 3,230.10	R 72.00	R 148.00	R -	R -	R -	R -	R -	R -
2060	Manager - Beauty	R 6,936.82	R 6,936.82	R 1,600.82	R 148.00	R 41.99	R 41.99	R 193.81	R 193.81	R 25.56	R 25.56
2062	Manager - Hairdresser	R 7,021.89	R 7,021.89	R 1,620.45	R 148.00	R 90.18	R 90.18	R 416.21	R 416.21	R 34.68	R 34.68
2064	Manager - Hairdresser after 5 years	R 7,373.28	R 7,373.28	R 1,701.54	R 148.00	R 91.28	R 91.28	R 421.31	R 421.31	R 35.11	R 35.11
3030	Manager - only (Beauty establishment)	R 7,724.57	R 7,724.57	R 1,782.61	R 148.00	R 95.85	R 95.85	R 442.40	R 442.40	R 36.87	R 36.87
2054	Manager - only (Hairstyling)	R 4,956.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 64.44	R 297.41	R 297.41	R 24.78	R 24.78
2056	Manager - only (Hairstyling) after 5 years	R 5,829.97	R 5,829.97	R 1,345.39	R 148.00	R 75.79	R 75.79	R 349.80	R 349.80	R 29.15	R 29.15
2058	Manager - only (Hairstyling) after 10 years	R 6,122.20	R 6,122.20	R 1,412.83	R 148.00	R 79.59	R 79.59	R 367.33	R 367.33	R 30.61	R 30.61
3040	Nail technician - Unqualified	R 2,364.66	R 4,956.86	R 1,143.90	R 25.42	R 30.74	R 30.74	R 141.88	R 141.88	R 24.78	R 24.78
3084	Nail technician - Certified	R 2,839.13	R 4,956.86	R 1,143.90	R 25.42	R 31.64	R 31.64	R 146.01	R 146.01	R 24.78	R 24.78
3038	Nail technician - Qualified	R 4,567.88	R 4,567.88	R 1,143.90	R 25.42	R 36.91	R 36.91	R 170.35	R 170.35	R 24.78	R 24.78
3088	Massage Therapist - entry level	R 4,567.88	R 4,567.88	R 1,143.90	R 25.42	R 32.00	R 32.00	R 147.71	R 147.71	R 24.78	R 24.78
3087	Massage Therapist	R 3,247.88	R 3,247.88	R 1,143.90	R 25.42	R 59.38	R 59.38	R 274.07	R 274.07	R 24.78	R 24.78
2068	Operator - Trainee	R 4,500.76	R 4,500.76	R 1,143.90	R 25.42	R 42.22	R 42.22	R 194.88	R 194.88	R 24.78	R 24.78
						R 58.51	R 58.51	R 270.05	R 270.05	R 24.78	R 24.78

Approved:

Chairperson: P Matjebe

Date: 01 June 2023

NATIONAL BARGAINING COUNCIL

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

EOHCB Subscriptions See Annexure C
Bargaining Levy See Annexure C

Work Code	Work Code Description	Jan 2023 Salary - Contribution Wage - Pension Fund and Council Fees	Jan 2023 Minimum Wage - for SPT Cols only	2023 Weekly Rate	2023 Hourly Rate - 45h/Per week	2023 Union Fee	* BC Fee EE - Salary Reg after Nov17 - 1.3% of Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National Pension Fund (EE) - Contributing Wage	2023 National SPW Employee based on Minimum Wage
2072	Operator - after 10 years	R 4,949.83	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 64.35	R 296.99	R 296.99	R 24.78
2070	Operator - after 5 years	R 4,726.11	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 61.44	R 283.57	R 283.57	R 24.78
2074	Operator - Multi skilled	R 4,956.86	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78
2076	Operator - Multi skilled - after 5 years	R 5,542.65	R 5,542.65	R 1,279.08	R 28.42	R 148.00	R 72.05	R 332.56	R 332.56	R 27.71
2078	Operator - Multi skilled - after 10 years	R 5,805.34	R 5,805.34	R 1,359.70	R 29.77	R 148.00	R 75.47	R 348.32	R 348.32	R 29.03
3042	Receptionist - Beauty Establishment	R 4,769.78	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 62.01	R 286.19	R 286.19	R 24.78
2084	Receptionist - Hairdressing salon	R 4,956.86	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 61.89	R 285.65	R 285.65	R 24.78
2086	Receptionist - Hairdressing salon - after 5 years	R 4,956.86	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 64.39	R 297.20	R 297.20	R 24.78
2088	Receptionist - Hairdressing salon - after 10 years	R 4,956.86	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78
3043	Somatologist 3 Years	R 4,345.61	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 56.49	R 260.74	R 260.74	R 24.78
3052	Somatologist 4 Years	R 4,607.35	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 59.90	R 276.44	R 276.44	R 24.78
3054	Somatologist 5 Years	R 4,956.86	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 64.44	R 297.41	R 297.41	R 24.78
1012	Specific Skilled Stylist	R 2,329.81	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 30.29	R 139.79	R 139.79	R 24.78
1014	Specific Skilled Stylist - after 5 years	R 2,445.92	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 31.80	R 146.76	R 146.76	R 24.78
1016	Specific Skilled Stylist - after 10 years	R 2,563.58	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 33.33	R 153.81	R 153.81	R 24.78
1000	Plattling, Cutting	R 1,592.48	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 20.70	R 95.55	R 95.55	R 24.78
1002	Specific Skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 5 years	R 1,672.03	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 21.74	R 100.32	R 100.32	R 24.78
1004	Specific Skilled Stylist - doing only one of the following: Braiding, Plattling, Cutting after 10 years	R 1,753.23	R 4,955.86	R 1,143.90	R 25.42	R 148.00	R 22.79	R 105.19	R 105.19	R 24.78
2089	Working Employer (in Salon with Staff)	R 6,662.33	R 6,662.33	R 1,537.47	R 34.17					R 99.94

NOTES

CASUAL EMPLOYEE	An employee who substitutes for any permanent employee who is sick or on leave
Remuneration / Basic Salary / Wage shall be calculated at the prescribed HOURLY rate for that category of employment	
Remuneration / Basic Salary / Wage shall be calculated at the prescribed HOURLY rate for that category of employment	
Should the Council not receive the lower calculated salary from the Employer (Salon owner), then the salary of the Full Time position for that Job Category will apply.	
Contributions for a Working Employer (Work Code 2089), is voluntary for SPT from 1 January 2017	
Pension Fund Contributions to be paid by all Employees will be 6% of the Basic Salary of the Employee. Contributions payable by all Employers will be 6% of the Basic Salary of the Employee.	
Basic Salary / Wage divided by 4.3333 divided by 45 = HOURLY Rate multiply by hours worked on the day	
EE = Employee	
ER = Employer	
SPT = Sick Benefit Fund	
SPT = Sick Pay Fund	

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

ANNEXURE "H16"

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

[illegible]

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

ANNEXURE "I"

RULES OF SICK PAY FUND**1. Introduction**

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

2. Name

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

3. Management

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

4. Membership

4.1 Employees, in the Hairdressing, Cosmetology, Beauty and Skincare Industry (*"the Industry"*) shall be members of the SPF. Working employers and Legal owners (insofar as a Legal owner is a natural person) may be members of the SPF (*"the members"*).

4.2 Membership to the SPF shall be:-

4.2.1. voluntary for the Employees that resort under the Pretoria and Cape Peninsula regions of the Bargaining Council, up to and including the 31st of December 2016;

4.2.2. compulsory for all Employees that resort under the Semi-National and KwaZulu-Natal regions of the Bargaining Council as from the 1st of January 2016;

4.2.3. compulsory for all Employees as from the 1st of January 2017.

4.3 A member will register with the SPF by submitting a duly completed application for membership in the prescribed form to the SPF recording, amongst others, the member's personal details.

5. Claiming against the SPF

5.1. For purposes of instituting a claim against the SPF and elsewhere in these rules "basic salary" or "wage" shall mean the basic salary or wage on which the member's contribution to the SPF is calculated and paid in accordance with the provisions of paragraph 7 below.

5.2 A claim may be instituted by a member against the SPF for payment of the basic salary or wage in respect of such member for a period of time that a member is

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

- 5.3 For purposes of this clause 5.3 a distinction is made between the minimum basic salary or wage as recorded in the collective agreement of the Bargaining Council (*"the minimum"*) and the basic salary or wage that is actually paid to the member (*"the actual basic salary or wage"*). Should a member's contribution be calculated and paid on the actual Basic salary or Wage, the member shall be entitled to claim the actual Basic salary or Wage for the payment period, subject to the member's contribution on the actual Basic salary or Wage having been paid to the SPF on at least 3 (three) consecutive occasions, immediately prior to the claim being instituted. Should a claim be instituted during the 3-month waiting period, the claim will be paid on either the minimum or the actual Basic salary or Wage on which the member contributed prior to the 3-month waiting period, as the case may be.

- 5.4. The payment period shall be limited to:

- 5.4.1. 33 (thirty three) days in a 3 (three) year cycle for being absent from the workplace for any period of time less than 6 (six) days (*"the six day period"*); and

- 5.4.2. 33 (thirty three) days in a 3 (three) year cycle for being absent from the workplace for a continued period of 7 (seven) days and more (*"the seven day period"*).

(*"the payment cycle"*).

- 5.5. The following shall apply to the payment cycle:

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

5.5.2. a member may claim against the SPF during any part of the payment cycle, limited to the number of days set forth in clause 5.3 above.

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

5.6.1. except as provided in clause 5.6.2, the member is in possession of a medical certificate issued by a registered medical practitioner, a registered nurse or registered traditional healer (*"the practitioner"*), clearly stating: -

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

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

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

5.6.2 Notwithstanding the provisions of clause 5.6.1, an Employer may approve the first day (one day) of an Employee's absence on sick leave without the requirement for a medical certificate for that day. A medical certificate will still be required for two or more days of absence due to any medical condition, examination, or procedure.

5.7. The SPF may, if necessary, communicate with and call on the practitioner to amplify or clarify any aspect mentioned on the medical certificate or, in its sole and absolute discretion, refer the member to a practitioner of its own choice and at its own costs, to verify the medical condition, examination or medical procedure, or duration thereof, mentioned on the medical certificate. No claim shall be paid until such time that the SPF has finalised its own investigation as envisaged in this clause, should it elect to do so.

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

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

5.10.4 the following calculation will be used in order to determine the payment period in respect of a virus claim, being:

5.10.4.1 in respect of the 6-day period: the remaining days available to the member within the payment cycle x 10 (ten) days, divided by 33 days; and

5.10.4.2 in respect of the 7-day period: the remaining days available to the member within the payment cycle x 23 (twenty-three) days, divided by 33 days.

5.10.5 a virus claim shall be limited to the number of days indicated on the medical certificate submitted and further subject to the provisions of clauses 5.10.1, 5.10.2 and 5.10.4 above; and

5.10.6 nothing contained in this clause 5.10 shall limit a member's right to claim any shortfall, not paid by the SPF relating to a virus claim, from the Unemployment Insurance Fund (if applicable).

6. Benefits

6.1. Any Medical Condition, Examination or Procedure

6.1.1. A member may claim the basic salary or wage from the SPF for the period absent from work due to any medical condition, examination or procedure, within the payment period.

6.2. Maternity benefit

6.2.1. Female members of the SPF may institute a claim against the SPF for a maternity benefit which will be limited to: -

6.2.1.1. 30% (thirty percent) of the monthly basic salary or wage of a female member;

6.2.1.2. a period of 4 (four) months;

6.2.1.3. no more than 4 (four) children.

6.2.2. the following provision shall apply to a claim in respect of a maternity benefit:

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

6.2.2.2 the full maternity benefit will be paid by means of a once-off payment, calculated in accordance with the provisions of clause 6.2.1;

6.2.2.3. should a child be stillborn, the 4 (four) month period as envisaged in clause 6.2.1.2 above will be limited to 2 (two) months, unless the Bargaining Council is favoured with a written motivation by a Psychologist or a Medical Practitioner justifying an increased period of absence, in which event the Bargaining Council may, in its sole and absolute discretion, increase the period, which period will not exceed the 4 (four) months. For purposes of this clause 6.2.2.3 “stillborn” is defined as a child that is delivered after 24 (twenty-four) weeks and weighs less than 500 (five hundred) grams.

6.2.2.4 nothing contained in these rules shall be construed as to limit any female member claiming a maternity benefit, from not being able to also claim a maternity or other benefit during the payment period, from any other source, whatsoever.

6.2.2.5 a female member may only claim against the SPF for a maternity benefit after being a contributing member thereto for a continuous period of 12 (twelve) months i.e. if the child is born after the 12 (twelve) month period.

7. Contributions to SPF

7.1. The following contributions shall be made to the SPF:

7.1.1. Employer: an Employer that employs a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the Employee's monthly basic salary or wage, to the SPF (*"the Employer's contribution"*)

7.1.2. Employee: an Employee who is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the applicable Basic salary or wages, to the SPF (*"the Employee's contribution"*);

7.1.3. Working Employer: a Working Employer that is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the monthly Basic salary or wage of a qualified stylist, which shall be determined by the Basic salary or wage of the area in which the Working Employer operates an Establishment (*"the Working Employer's contribution"*);

7.1.4. a Legal Owner that is a member of the SPF shall contribute an amount equal to what is agreed by the parties to the Bargaining Council, from time to time, of the Basic salary or wage of a qualified stylist, which shall be determined by the Basic salary or wage of a Qualified Stylist in the area in which the Working Employer operates an Establishment (*"the Legal Owner contribution"*).

7.2. The Contribution recorded in clause 7.1 above, shall be due and payable to the SPF, on a monthly basis.

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

8. Procedure to institute claim against SPF

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

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

8.4. The claim form duly completed together with the supporting documents recorded in the clause 8.3 above, shall be submitted to the SPF by hand, e-mail, facsimile or registered mail.

8.5. In the event of a member claiming for the SPF on more than one occasion in any calendar year, the documents to be submitted by the member shall be limited to the duly completed claim form and the original or certified copy of the medical certificate.

8.6. Any claim instituted against the SPF which:-

8.6.1. is submitted on a claim form which is not duly completed or is illegible;

8.6.2. is not accompanied by any of the aforesaid supporting documentation;

8.6.3. the medical certificate or any part thereof is blank or illegible will not be processed.

8.7. The SPF will execute its best endeavours to make payment to the member in respect of a claim instituted, within 30 (thirty) days of the claim being submitted, or the date upon which the member has fully complied with the requirements set forth in clause 8.3 above, whichever is the latter.

9. Compliance with collective agreement

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

9.2. The SPF, in its sole and absolute discretion may, notwithstanding a member being in arrears elect to entertain a claim instituted against the SPF, in which event the SPF may apply set off against any amount due and owing by the member to the SPF against an approved claim paid by the SPF to the member.

9.3. Should application be made by any person to be exempt from the provisions of the collective agreement or these rules, the exemption will only apply as from the date upon which the Exemption Board hands down its decision to grant exemption.

10. Special provisions relating to membership

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

11. Administration

11.1. The Management Committee will be appointed by the Board at the Board's Annual General Meeting ("AGM").

11.2. The Management Committee shall consist of the Chairperson and Vice-chairperson of the Board, 2 (two) Representatives nominated by the Employer party to the Bargaining Council and 2 (two) Representatives, nominated by the Employee party to the Bargaining Council and the Chief Executive Officer of the Bargaining Council. The Chief Executive Officer (Ex-Officio member) of the Bargaining Council shall have no voting powers on the Management Committee.

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

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

11.12. All expenses incurred in connection with the administration of the SPF shall be a charge against the SPF. The Management Committee shall have the power to appoint committees or sub-committees to delegate to such sub-committees such powers as are not inconsistent with the collective agreement or these rules.

11.13. The Management Committee may cause to:-

11.13.1. open a bank account/s for retaining members contributions;

11.13.2. invest funds of the SPF not immediately required to meet any claims or charges from time to time which includes, but will not be limited to, investing in immovable property;

11.13.3. from time to time borrow and/or obtain an overdraft from any bank or financial institution for such sum of money required for purposes of meeting its obligations as envisaged in these rules.

11.14. The Management Committee's powers as set forth in clause 11.13 above shall be limited to the extent that only the Board may elect:

11.14.1. at which financial institutions a bank account/s may be opened;

11.14.2. by which broker and where funds of the SPF may be invested.

11.15. The Council Board shall appoint the auditors to audit the books of account and financial statements of the SPF, annually. The audited financial records of the SPF shall be presented to, considered and approved by the Board at its AGM, where after it will be signed off by the Chairperson of the Management Committee. The Chairperson of the Management Committee shall in his / her Chairperson's report address the AGM on the activities of the SPF. The audited financial records of the SPF shall be open for inspection to any member of the SPF during office hours at the Bargaining Council's head office as indicated in the collective agreement.

11.16. A member shall be entitled to copies of the financial records after the inspection thereof against first paying a photocopying charge levied by the Bargaining Council, in its sole and absolute discretion.

11.17. The Management Committee may, from time to time as and when necessary instruct actuaries to attend to actuarial calculations for purposes of ensuring that the SPF has sufficient funds to meet its obligations and to ensure sustainability. The expense relating to the appointment of the actuaries shall be borne by the SPF.

11.18. The SPF shall have the legal capacity to enter into any agreement and to sue or to be sued in its own name.

11.19. Any profits or losses incurred in the day-to-day activities of the SPF or the realisation of any investment shall be borne by the SPF.

11.20. The Management Committee shall meet at least on 3 (three) occasions per calendar year, which meetings shall take place at least 2 (two) months prior to Board meetings scheduled for that calendar year, so as to enable the Chairperson to report on the activities and financial status of the SPF, during Board meetings.

11.21. The Management Committee shall ensure that the SPF, at all material times, has sufficient funds to settle any claims that may arise in the ensuing 4 (four) calendar months, predicated on the historical claims that arose in the same time period i.e the same 4 (four) calendar months, in the previous calendar year, plus 10% (ten percent).

12. Liquidation and dissolving of SPF

12.1. The SPF will continue *ad infinitum* until liquidated or dissolved by virtue of a resolution of the Board.

12.2. In the event of the Board resolving to liquidate or dissolve the SPF, the funds retained in the SPF after settlement of any administration and liquidation expenses, shall be

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

12.3. In the event of the Bargaining Council being wound up or dissolved, the Board shall, on the date upon which the Bargaining Council is being wound up or dissolved, appoint 3 persons nominated by the Employer party/ies to the Bargaining Council and 3 persons appointed by the Employee party/ies to the Bargaining Council, as trustees of the SPF (*"the trustees"*).

12.4. The Trustees shall liquidate or dissolve the SPF in which event the funds of the SPF shall be paid in equal shares to the Employer party/s and Employee/s party/ies to the Bargaining Council.

13. Indemnity

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

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

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

1. 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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- (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;
- (i) 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;
- (l) 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;
- (t) 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;
- (b) ensure that the complaints procedure is accessible to all members of the prosecuting authority and the general public;

- (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—
 - (i) a matter where the National Director may intervene in the prosecution process or review a decision to prosecute or not to prosecute;
 - (ii) 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;
- (l) 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;
- (l) 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;
- (l) 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;
- (l) 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;
- (o) 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;
- (r) 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;
- (t) 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:
 - (i) 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.

SOUTH AFRICAN REVENUE SERVICE

NO. R. 4110

24 November 2023

GENERAL EXPLANATORY NOTE:

[] Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

_____ Words that are underlined with a solid line, indicate insertions in the existing rules

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.

**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 –

- (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:

“these rules” means the rules under section 77H.”.

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

3. 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

(b) 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]**the decision was received in terms of rule 77H.01A(3).”.

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]** An appeal referred to in subrule (1) must be submitted **[is–**

(i)]within 30 days from the date when 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] 30** 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 or a number of officers or SARS officials acting jointly, 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 person entrusted with overall responsibility for Customs and Excise appeals [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]** a 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, as contemplated in section 47(9)(a)(i)(aa), valuation or origin of goods,

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]** R30 000 000, 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), in accordance with terms of reference referred to in rule 77H.14 approved by the [Chairperson -] person entrusted with overall responsibility for 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)

77H.14 The composition and 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 approved by the person entrusted with the overall responsibility for Customs and Excise appeals, 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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