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REPUBLIEK VAN SUID-AFRIKA

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**No. 29434**



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

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## GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

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### DEPARTMENT OF EDUCATION DEPARTEMENT VAN ONDERWYS

No. R. 1240

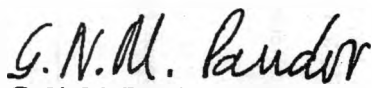
8 December 2006

#### AMENDMENT TO THE REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS

HIGHER EDUCATION ACT, 1997 (Act No. 101 of 1997)

I, Grace Naledi Mandisa Pandor, Minister of Education, hereby, amend Regulation 33(1)(b) of the *Regulations for the Registration of Private Higher Education Institutions* promulgated in terms of Regulation No. R1564 of Government Gazette No. 24143 dated 13 December 2002 as amended by Government Gazette No. 27019 of 3 December 2004 and Government Gazette No. 28286 of 1 December 2005 with the following as set out in Annexure A hereto.

I make the amendment to the Regulations in terms of section 53(1)(c) read with section 69 of the Higher Education Act, 1997 (Act No. 101 of 1997).



G. N. M. Pandor, MP  
Minister of Education  
29-11-2006

#### Annexure A

#### AMENDMENT TO THE REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS

Subregulation (1) of Regulation 33 of the *Regulations for the Registration of Private Higher Education Institutions, 2002* as amended, is hereby amended by the deletion of subregulation (1)(b) for the substitution of the following:

"33(1)(b) The Registrar must evaluate the information contemplated in subregulation (1)(a) and make a final determination on the maintenance of registration on or before 31 December 2007."

# SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

No. R. 1233

8 December 2006

## CUSTOMS AND EXCISE ACT, 1964. AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1321)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

**J MOLEKETI**  
DEPUTY MINISTER OF FINANCE

### SCHEDULE

By the substitution for the particulars appearing in the columns opposite the stated subheadings of the following:

Heading	Sub-Heading	C D	Article Description	Statistical Unit	Rate of Duty		
					General	EU	SADC
10.05	1005.10	1	- Seed	kg	free	free	free
10.05	1005.90	8	- Other	kg	free	free	free
11.02	1102.20	7	- Maize (corn) flour	kg	free	free	free

No. R. 1233

8 Desember 2006

## DOEANE- EN AKSYNSWET, 1964. WYSIGING VAN BYLAE NR. 1 (NO. 1/1/1321)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, in die mate in die Bylae hierby aangetoon.

**J MOLEKETI**  
ADJUNKMINISTER VAN FINANSIES

Deur die vervanging van die besonderhede wat verskyn in die kolomme teenoor die genoemde subposte van die volgende:

Pos	Subpos	T S	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg		
					Algemeen	EU	SAOG
10.05	1005.10	1	- Saad	kg	vry	vry	vry
10.05	1005.90	8	- Ander	kg	vry	vry	vry
11.02	1102.20	7	- Mielieblom	kg	vry	vry	vry

No. R. 1234

8 December 2006

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1322)**

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

**J MOLEKETI  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the insertion after subheading 2106.90.67 of the following:

Heading	Subheading	C D	Article Description	Statistical Unit	Rate of Duty		
					General	EU	SADC
21.06	2106.90.69	9	- - Drinking straws, containing flavouring preparations	kg	free	free	free

No. R. 1234

8 Desember 2006

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1322)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, in die mate in die Bylae hierby aangetoon.

**J MOLEKETI  
ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur na subpos 2106.90.67 die volgende in te voeg:

Pos	Subpos	T S	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg		
					Algemeen	EU	SAOG
21.06	2106.90.69	9	- - Suigstrooitjies, wat geurselpreparate bevat	kg	vry	vry	vry

No. R. 1235

8 December 2006

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1323)**

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

**SCHEDULE**

**DEPUTY MINISTER OF FINANCE**

By the insertion after subheading 2933.59.10 of the following:

Heading	Sub-Heading	C D	Article Description	Statistical Unit	Rate of Duty		
					General	EU	SADC
29.33	2933.59.20	7	--- Tenofovir disproxil fumarate	kg	free	free	free

No. R. 1235

8 Desember 2006

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1323)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

**BYLAE**

**J MOLEKETI  
ADJUNKMINISTER VAN FINANSIES**

Deur na subpos 2933.59.10 die volgende in te voeg:

Pos	Subpos	T S	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg		
					Algemeen	EU	SAOG
29.33	2933.59.20	7	--- Tenofovir disproksiel fumaraat	kg	vry	vry	vry

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1324)**

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

**J MOLEKETI  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the substitution for subheading 8708.99.40 of the following:

Heading	Sub-Heading	C D	Article Description	Statistical Unit	Rate of Duty		
					General	EU	SADC
87.08	8708.99.40	5	- - - Track link assemblies, with or without shoes and parts thereof; track pins and bushes	kg	free	free	free

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO 1 (NO. 1/1/1324)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, in die mate in die Bylae hierby aangetoon.

**J MOLEKETI  
ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur subpos 8708.99.40 deur die volgende te vervang:

Pos	Sub-Pos	T S	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg		
					Algemeen	EU	SAOG
87.08	8708.99.40	5	- - - Rusperskakelsamestelle, met of sonder loopvlakskoene en onderdele daarvan; skakelpenne en busse	kg	vry	vry	vry

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 2 (NO. 2/280)**

Under section 56 of the Customs and Excise Act, 1964, Schedule No. 2 to the said Act is hereby amended, with retrospective effect from 31 March 2006, to the extent set out in the Schedule hereto.

**J MOLEKETI**  
**DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the substitution for codes 02.05 and 03.05 to tariff heading 3920.5 in item 207.01 of the following:

Tariff Item	Tariff Heading	Code	C D	Description	Rebate Items	Imported From or Originating In	Rate of Duty
207.01	3920.4	02.05	58	Plates, sheets, film, foil, tape and strip, of polymers of vinyl chloride, non-cellular and not reinforced, laminated, supported or similarly combined with other materials, of a thickness of 0,07 mm or more but not exceeding 1 mm, which can, without fracturing, be bent manually around a cylinder of a diameter of 18 cm, at a temperature between 15°C and 30°C, imported from Renolit Netherlands B.V. and Alkor Draka		Netherlands	2.3%
207.01	3920.4	03.05	60	Plates, sheets, film, foil, tape and strip, of polymers of vinyl chloride, non-cellular and not reinforced, laminated, supported or similarly combined with other materials, of a thickness of 0,07 mm or more but not exceeding 1 mm, which can, without fracturing, be bent manually around a cylinder of a diameter of 18 cm, at a temperature between 15°C and 30°C (excluding that imported from Renolit Netherlands B.V. and Alkor Draka)		Netherlands	56,9%



**DOEANE EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NR. 2 (NO. 2/280)**

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Bylae No. 2 by bogenoemde Wet hiermee gewysig, **met terugwerkende krag van 31 Maart 2006**, in die mate in die Bylae hierby aangetoon.

**J MOLEKETI  
ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur kodes 02.05 en 03.05 by tariefpos 3920.4 in item 207.01 deur die volgende te vervang:

Tariefitem	Tariefpos	Kode	T	Beskrywing	Kortingitem	Ingevoer vanaf of oorspronklik van	Skaal van reg
207.01	3920.4	02.05	58	Plate, velle, film, foelie, band en reep, van polimere van vinielchloried, nie-sellulêr en nie versterk, gelamelleer, gesteun of op dergelike wyse met ander stowwe saamgevoeg nie, met 'n dikte van minstens 0,07 mm maar hoogstens 1 mm, wat sonder dat dit skeur, met die hand om 'n silinder met 'n deursnee van 18 cm, teen 'n temperatuur tussen 15°C en 30°, gebuig kan word, ingevoer van Renolit Netherlands B.V. en Alkor Draka		Nederland	2.3%
207.01	3920.4	03.05	60	Plate, velle, film, foelie, band en reep, van polimere van vinielchloried, nie-sellulêr en nie versterk, gelamelleer, gesteun of op dergelike wyse met ander stowwe saamgevoeg nie, met 'n dikte van minstens 0,07 mm maar hoogstens 1 mm, wat sonder dat dit skeur, met die hand om 'n silinder met 'n deursnee van 18 cm, teen 'n temperatuur tussen 15°C en 30°C, gebuig kan word (uitgesonderd dié ingevoer van Renolit Netherlands B.V. en Alkor Draka)		Nederland	56,9%

No. R. 1238

8 December 2006

**SOUTH AFRICAN REVENUE SERVICE**

**CUSTOMS AND EXCISE ACT, 1964  
AMENDMENT OF SCHEDULE NO. 10 (10/8)**

Under section 49(5) and for the purposes of subsection (1)(a) of the Customs and Excise Act, 1964, Schedule No. 10 is amended by the insertion of Part 5, **with effect from 1 January 2007.**

**J MOLEKETI  
DEPUTY MINISTER OF FINANCE**

**“Part 5**

Memorandum of understanding between the Government of the Republic of South Africa and the Government of the People's Republic of China on promoting bilateral trade and economic cooperation.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
ON  
PROMOTING BILATERAL TRADE  
AND ECONOMIC COOPERATION**

**Preamble**

The Government of the Republic of South Africa and the Government of the People's Republic of China (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

PURSUANT to the talks on bilateral trade, and economic and technological cooperation ;

WILLING to further expand bilateral economic and trade cooperation between the Parties under the principle of equal cooperation and mutual benefit;

ACCEPTING each Party's views over the issues of trade remedies, restructuring of the textiles and apparel industry, resource and technological cooperation, policy and institutional support framework, and having recognised China's Market Economy Status in June 2004;

ACKNOWLEDGING positive achievements obtained through friendly cooperation in the fields of economy and trade since the establishment of diplomatic ties between the two countries;  
and

DESIROUS to continue to strengthen and elevate bilateral economic and trade relations to a higher level and expand them into more extensive fields;

HEREBY AGREE as follows:

**Article 1**

**Definitions**

In this Memorandum of Understanding unless the context indicates otherwise—

"South Africa" means the Government of the Republic of South Africa;

"China" means the Government of the People's Republic of China;

"this Memorandum of Understanding" includes the Annexure hereto.

## Article 2

### Competent Authorities

The competent authorities responsible for the implementation of this Memorandum of Understanding shall —

- (a) in the case of the Republic of South Africa, be the Department of Trade and Industry; and
- (b) in the case of the People's Republic of China, be the Ministry of Commerce.

## Article 3

### Trade Remedy

- (1) The Parties agree to enhance dialogue on anti-dumping investigations, grant equal treatment to enterprises from both sides, and address differences through consultation.
- (2) For purposes of Article 3(1), the Parties' shall sign the Record of Understanding on Anti-dumping Investigation to —
  - (a) implement South Africa's commitment to recognize China as a market economy; and
  - (b) establish a mechanism of cooperation between the Parties' anti-dumping investigation authorities.
- (3) In view of the arrangement made by the Parties pertaining to the textile and apparel trade, South Africa commits itself to not applying Article 16 of the Protocol on Accession of China to the World Trade Organisation, and Paragraph 242 of the Report of the Working Party on the Accession of China against products originating from China, with the understanding that contentious trade issues shall be dealt with in an amicable manner.

## Article 4

### Textiles and Apparel Industry Restructuring

- (1) China shall provide special assistance to South Africa for the purpose of contributing to projects on the training and exchange of information, skills and expertise in the textiles and apparel industry. Such projects will be identified through mutual consultation.

- (2) China shall encourage and support Chinese textiles and apparel companies to invest in South Africa and South Africa shall provide the necessary facilitation.
- (3) China hereby confirms its inclusion of South Africa in *The Guiding Directory of Countries For Overseas Investment Industries*.
- (4) China shall embrace increased imports from textile and apparel companies in South Africa.
- (5) South Africa shall urge its textile and apparel companies to increase their understanding of the Chinese market.
- (6) The Parties shall administer the trade in a number of textiles and apparel products as set out in the Annexure.

#### Article 5

##### Joint Resource Development and Technological Cooperation

- (1) South Africa shall encourage South African companies to explore mutually beneficial co-operation with their Chinese counterparts, including in the field of technology transfer in mining and energy.
- (2) The Parties shall commit themselves to providing investment facilitation for companies in resource development and related business, including the timely sharing of information requested on the transfer and sales of the ownership of related mineral resources.
- (3) South Africa shall compile a list of competent BEE (Black Economic Empowerment) companies and encourage their cooperation with Chinese companies.

#### Article 6

##### Framework of Institutional and Policy Support

- (1) The Parties shall, through their customs administrations and in accordance with the provisions set out in this Memorandum of understanding, afford each other mutual assistance:
  - (a) to ensure that the customs law in force in their respective territories is properly observed;
  - (b) to prevent, investigate and combat customs offences

- (2) For the purposes of customs co-operation, the customs administrations of the Parties have had in-depth discussions and will conclude a framework on customs co-operation.
- (3) The Parties shall enhance cooperation to further rectify and standardize bilateral trade relations with the aim of promoting sound, stable and sustained development of bilateral trade.
- (4) The Parties shall encourage and support enterprises to engage in events such as marketing and commodity exhibitions, and increase exportation to each other's markets in various ways.
- (5) South Africa commits itself to reviewing its current policies and practices in order to—
  - (a) facilitate the speedy processing of visa applications in accordance with its domestic law with the understanding that this is done to—
    - (i) create a better and stable environment for trade and investment; and
    - (ii) attract more Chinese enterprises to invest in the Republic of South Africa;
  - (b) conduct trade activities that can help to create more job opportunities in the Republic of South Africa; and
  - (c) further promote bilateral trade and economic cooperation between the Parties

#### Article 7

##### Amendments

This Memorandum of Understanding may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties.

#### Article 8

##### Settlement of Disputes

Any dispute arising out of the interpretation, application or implementation of

**Article 8**  
**Settlement of Disputes**

Any dispute arising out of the interpretation, application or implementation of the provisions of this Memorandum of Understanding shall be settled amicably through consultations or negotiations between the Parties.

**Article 9**  
**Entry into Force, Duration and Termination**

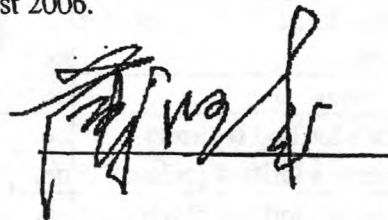
- (1) This Memorandum of Understanding shall remain in force unless terminated through mutual consultation. Either Party shall give six months notice in advance through the diplomatic channel of its intention to terminate it.
- (2) The Parties agree to meet at least once a year to review matters.
- (3) The Memorandum of Understanding shall enter into force upon the last signature thereof.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Memorandum of Understanding in two originals in the English and Chinese languages, both texts being equally authentic.

DONE at Pretoria on this 28th day of August 2006.



MANDISI MPAHLWA



BO XILAI

FOR THE GOVERNMENT  
OF THE REPUBLIC OF SOUTH  
AFRICA

FOR THE GOVERNMENT  
OF THE PEOPLE'S REPUBLIC OF  
CHINA

## ANNEXURE

## Export of Certain Chinese Textile and Apparel Products to the Republic of South Africa

(1) From entry into force until 31 December 2008, the export of the 31 tariff lines of Chinese products to South Africa, as listed in the table below, shall be administered in accordance with the volumes specified in said table.

ITEM	Description	Unit	2006*	2007	2008
5208	Woven cotton fabric, >85% cotton, 100 or 200g/m <sup>2</sup>	kg	2,635,859	3,004,879	3,425,562
5209	Woven cotton fabric, >200g/m <sup>2</sup>	kg	4,400,371	5,280,445	6,336,535
5210	Woven cotton fabric, <85% cotton, + manmade fibre <200g/m <sup>2</sup>	kg	457,151	539,438	636,537
5514	Woven fabrics of polyester + cotton >170g/m <sup>2</sup>	kg	1,495,711	1,764,939	2,082,628
6005	Warp knit fabrics	kg	547,532	635,137	736,759
6006	Other knitted or crocheted fabrics	kg	2,372,788	2,704,978	3,083,675
6303	Curtains	kg	4,432,298	4,778,018	5,150,703
6103.4	Men's knitted trousers	no.	4,281,423	4,666,751	5,086,759
6104.3	Women's knitted jackets	no.	808,896	881,696	961,049
6104.5	Women's knitted skirts	no.	3,147,035	3,430,268	3,738,992
6104.6	Women's knitted trousers	no.	5,463,905	5,955,657	6,491,666
6105	Men's knitted shirts	no.	4,940,906	5,385,587	5,870,290
6106	Women's knitted blouses	no.	9,011,962	9,823,039	10,707,112
6107.1	Men's knitted underpants	no.	9,112,087	9,932,175	10,826,071
6108.2	Women's knitted panties	no.	30,384,254	33,118,836	36,099,532
6111	Babies knitted garments	kg	1,557,721	1,713,493	1,884,842
6201.9	Men's woven windbreakers	no.	1,920,567	2,070,371	2,231,860
6202.1	Women's woven overcoats	no.	1,449,691	1,594,660	1,754,126
6202.9	Women's woven windbreakers	no.	780,900	874,608	979,561
6203.1	Men's woven suits	no.	254,855	295,632	342,934
6203.3	Men's woven jackets	no.	2,940,367	3,205,000	3,493,450
6203.4	Men's woven trousers	no.	24,759,141	26,690,354	28,772,201
6204.3	Women's woven jackets	no.	3,204,244	3,524,668	3,877,135
6204.4	Women's woven dresses	no.	1,059,326	1,165,259	1,281,785



6204.5	Women's woven skirts	no.	8,304,100	8,951,820	9,650,062
6204.6	Women's woven trousers	no.	22,527,103	24,284,217	26,178,386
6205	Men's woven shirts	no.	13,716,497	14,950,981	16,296,570
6206	Women's woven blouses	no.	10,189,257	11,411,968	12,781,404
6211.3(90)	Men's woven tracksuits	kg	961,401	1,057,541	1,163,295
	6211.31.90				
	6211.32.90				
	6211.33.90				
	6211.39.90				
6211.4(90)	Women's woven tracksuits	kg	232,098	259,949	291,143
	6211.41.90				
	6211.42.90				
	6211.43.90				
	6211.49.90				
6212.1	Bras	kg	667,184	747,246	836,916

\* Actual volumes of 2006 will be calculated on the pro rata basis.

(2) In view of implementing this Annexure, South Africa shall administer import of the products indicated in the above table. China will provide necessary cooperation. For this purpose, the precise modalities shall be developed to ensure smooth implementation.

(3) South Africa shall provide the statistics of actual import data of the products indicated in the above table on a monthly basis. "

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 1230

8 December 2006

**LABOUR RELATIONS ACT, 1995****CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY: EXTENSION TO NON-PARTIES  
OF COLLECTIVE FUND AMENDING AGREEMENT FOR THE NORTHERN  
REGION**

The following correction to Government Notice No. R. 1077 appearing in Government Gazette No. 29332 of 3 November 2006, is hereby published for general information:

1. 5. **CLAUSE 7: SICK PAY FUND**

Insert the following new subclause 5 (5) on page 127:

"(5) Substitute the existing clause 7 (7) (a) with the following:

"(a) Sick pay shall be paid for periods of absence of two days or longer from work owing to illness. During the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked."

No. R. 1231

8 December 2006

**LABOUR RELATIONS ACT, 1995****CORRECTION NOTICE**

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY: EXTENSION TO NON-PARTIES  
OF PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING  
AGREEMENT FOR THE KWAZULU-NATAL REGION**

The following corrections to Government Notice No. R. 1081 appearing in Government Gazette No. 29332 of 3 November 2006 are hereby published for general information:

**1. SCHEDULE**

- 1.1 Substitute the heading of the Schedule appearing on page 164 for the following:

**"NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY: COLLECTIVE PROVIDENT FUND AGREEMENT FOR THE  
KWAZULU-NATAL REGION"**

**2. 1. SCOPE OF APPLICATION**

- 2.1 In clause 1 (4) (c), substitute the expression "clause 15 of the Re-enacted and Amended Provident Fund Agreement for the KwaZulu-Natal Region" for the expression "clause 15 of the Main Agreement" where it appears at the end of the paragraph.

3. **6. CLAUSE 6 OF THE FORMER AGREEMENT: CONTRIBUTIONS**

- 3.1 Substitute the expression "4,0 %" for the expression "40 %" where it appears in the 4<sup>th</sup> line of clause 6 (2) (b)

4. **11. CLAUSE 11 OF THE FORMER AGREEMENT: HOUSING AND MORTGAGE LOANS**

- 4.1 Substitute the expression "to deduct the repayments **from** the member's wages:" for the expression "to deduct the repayments form the member's wages:" where in appears in clause 11 (1) (c) (iii).

No. R. 1232

8 December 2006

**LABOUR RELATIONS ACT, 1995****CORRECTION NOTICE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY: EXTENSION TO NON-PARTIES  
OF NATIONAL MAIN COLLECTIVE RE-ENACTING AND AMENDING  
AGREEMENT**

The following corrections to Government Notice No. R. 1079 appearing in Government Gazette No. 29332 of 3 November 2006, are hereby published for general information:

**1. PREAMBLE**

- 1.1 Substitute the expression "Qwa Qwa Clothing Manufacturers' Association" for the expression "Qwagua Clothing Manufacturers' Association" where it appears on the penultimate line of the list of employers' organisations

**2. CLAUSE 4. GENERAL PROVISIONS**

- 2.1 Substitute the following for clause 4:

"The provisions contained in clauses 3 to 10, 11.1(2) to (4), 11.2 to 14.4A, 14.5 to 14.6(4), and 14.6(6) to 18 of Part A; clauses 3 to 19A, 20 to 22, 23A(2) to (4), 23B to 34(4) and 34(6) to 38 of Part B; clauses 3 to 4(4), 4(6) to 23A, 24 to 26, 27(2) and (3), 27(5) to 38(4) and 38(6) to 41 of Part C; clauses 3 to 19A, 20 to 22(4), 22(6) to 24, 25(2) to (12) and

26A(3) to 29 of Part D; clauses 3 to 12, 13A(3) to 16A, 17 to 28(4) and 28(6) to 33 of Part E; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26(12), 26(13)(g)(vi) to 37(4) and 37(6) to 45 of Part F; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26(12), 26(13)(g)(vi) to 37 (4) and 37(6) to 45 of Part G; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26 (12), 26(13)(g)(vi), to 37(4) and 37(6) to 45 of Part H; clauses 3 to 34(4) and 34(6) to 42 of Part I of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees."

3. 5. **PART A OF THE FORMER AGREEMENT: PROVISIONS FOR THE EASTERN CAPE REGION**

3.1 **Part D – General**

3.1.1 Substitute the expression "**R605, 35**" for the expression "R603, 35" in respect of the wage per week of a Watchman or caretaker whose ordinary hours of work are 60 hours per week where it appears under (b) in the wage schedule on page 135.

4. 6. **PART B OF THE FORMER AGREEMENT: PROVISIONS FOR THE FREE STATE AND NORTHERN CAPE REGION**

4.1 Substitute the following for the wage per week of a Checker, Examiner and /or Passer where it appears in the wage schedule on page 137.

"(v) Checker, Examiner and/or Passer:

(i) Qualified ..... 443, 50

(ii) Learners:

first six months of experience ..... 303, 50

second six months of experience ..... 338, 00

third six months of experience ..... 373, 50  
fourth six months of experience ..... 407, 50  
thereafter, the wage specified in (v) (i) i.e ..... 443, 50"

5. 7. **PART C OF THE FORMER AGREEMENT: PROVISIONS FOR THE  
KWAZULU-NATAL REGION**

5.1 Substitute the expression "**R620, 50**" for the expression "R670, 50" in respect of the wage per week of a Learner Knitting Machine Operator, etc. in the sixth six months of experience where the prescribed wages appear under (ix) (ii) of the wage schedule on page 142.

6. 9. **PART E OF THE FORMER AGREEMENT: PROVISIONS FOR THE  
NORTHERN REGION (KNITTING)**

6.1 Substitute the expression "**R599, 50**" for the expression "R599, 60" in respect of the wage per week of a Learner Mechanic's Assistant in the 'eighth six months of experience' where the prescribed wages appear under (v) (ii) of the wage schedule on page 147.

6.1.1 Substitute the expression "**R697, 60**" for the expression "R737, 60" in respect of the wage per week of a Learner Mechanic's Assistant 'thereafter, the wage specified in (v) (i), i.e.' where the prescribed wages appear under (v) (ii) of the wage schedule on page 147.

7. 10. **PART F OF THE FORMER AGREEMENT: PROVISIONS FOR THE  
WESTERN CAPE REGION (CLOTHING)**

7.1 Substitute the following for subclause (3) where it appears below the wage schedule on page 154:

- "(3) In clause 4, substitute the existing subclause (11) with the following new subclause:

'(11) Notwithstanding anything to the contrary herein, the wage of an employee who, immediately prior to the date on which this part of the Agreement comes into operation, is in receipt of a wage higher than that specified for the class of work in which he is engaged shall, with effect from the date on which this part of the Agreement comes into operation, be increased by an amount **not less than** the difference between the wage as agreed by the Parties as at 1 September 2006 and the wage specified **for the same class of work in the agreement in force immediately prior to that date.**'"

- 7.2 Substitute the expression "the wage rate specified for a Qualified Grade B employee" for the expression "the wage rate specified to a Qualified Grade B employee", where such appears in subclauses (7) and (8) at the end of page 154.

8. **11. PART G OF THE FORMER AGREEMENT: PROVISIONS FOR THE WESTERN CAPE REGION (COUNTRY AREAS)**

8.1 **Part C – Clerical employees**

Substitute the expression "**R338, 00**" for the expression "R388, 00" in respect of the wage per week of a Learner Factory clerk in the second year of experience where the prescribed wages appear on the first line of the wage schedule on page 158.

- 8.2 Substitute the following for subclause (2) where it appears below the wage schedule on page 158:



"(2) In clause 4, substitute the existing subclause (11) with the following new subclause:

'(11) Notwithstanding anything to the contrary herein, the wage of an employee who, immediately prior to the date on which this part of the Agreement comes into operation, is in receipt of a wage higher than that specified for the class of work in which he is engaged shall, with effect from the date on which this part of the Agreement comes into operation, be increased by an amount **not less than** the difference between the wage as agreed by the Parties as at 1 September 2006 and the wage specified **for the same class of work in the agreement in force immediately prior to that date.**'"

8.3 Substitute the following for subclause (6) where it appears on page 158:

"(6) In clause 26 (4) (a) and (b), substitute the expression 'R3, 00 per week or less in excess of the wage rate specified for a Qualified Grade B employee in clause 4 (1) (a) of **Part F of the Council's National Main Collective Agreement**' for the expression 'a wage of less than R540, 01 per week', where such appears under 'Group 1' contributor."

8.4 Substitute the following for subclause (7) where it appears on page 158:

"(7) In clause 26 (4) (a) and (b), substitute the expression 'R3, 01 per week and more in excess of the wage rate specified for a Qualified Grade B employee in clause 4 (1) (a) of **Part F of the Council's National Main Collective Agreement**' for the expression 'a wage of **less than** R540, 01 per week', where such appears under 'Group 2' contributor."

9. 12. **PART H OF THE FORMER AGREEMENT: PROVISIONS FOR THE WESTERN CAPE REGION (KNITTING)**

9.1 **Part B – Factory operatives**

9.1.1 Substitute the expression "**R563, 50**" for the expression "R659, 50" in respect of the wage per week of a Qualified Grade B employee where the prescribed wages appear in the wage schedule on page 160.

9.1.2 Delete the expression "Third year: First six months of experience.....R598, 50" where such is specified under a Grade B employee in the wage schedule on page 160.

9.2 Substitute the following for subclause (2) where it appears below the wage schedule on page 161:

"(2) In clause 4, substitute the existing subclause (10) with the following new subclause:

"(10) Notwithstanding anything to the contrary herein, the wage of an employee who, immediately prior to the date on which this part of the Agreement comes into operation, is in receipt of a wage higher than that specified for the class of work in which he is engaged shall, with effect from the date on which this part of the Agreement comes into operation, be increased by an amount **not less than** the difference between the wage as agreed by the Parties as at 1 September 2006 and the wage specified **for the same class of work in the agreement in force immediately prior to that date.**"

10. 13. **PART I OF THE FORMER AGREEMENT: PROVISIONS FOR THE  
NON-METRO AREAS**

10.1 Substitute the following for subclause (6) where it appears below the wage schedule on page 162:

"(6) In clause 4, substitute the existing subclause (6) with the following new subclause:

'(6) Notwithstanding anything to the contrary herein, the wage of an employee who, immediately prior to the date on which this part of the Agreement comes into operation, is in receipt of a wage higher than that specified for the class of work in which he is engaged shall, with effect from the date on which this part of the Agreement comes into operation, be increased by an amount **not less than** the difference between the wage as agreed by the Parties as at 1 September 2006 and the wage specified **for the same class of work in the agreement in force immediately prior to that date.**"

**DEPARTMENT OF MINERALS AND ENERGY  
DEPARTEMENT VAN MINERALE EN ENERGIE****No. R. 1221****8 December 2006**

MINES AND WORKS ACT, 1956 (ACT No. 27 OF 1956)

**DECLARATION OF WORK IN NATIONAL INTEREST**

Under section 9 (1) (f) of the Mines and Works Act, 1956 (Act No. 27 of 1956), I, B. P. Sonjica, Minister of Minerals and Energy, hereby declare that, in my opinion, the performance on Sundays of work necessary for the production of gold bearing ore underground at the mine known as Dominion Reefs Uranium Mine, situated in the Magisterial District of Klerksdorp, in the North-West Province, is necessary in the National interest for a period of one year from 19 November 2006 at 18 November 2007.

**B. R. SONJICA****Minister of Minerals and Energy****No. R. 1221****8 Desember 2006**

WET OP MYNE EN BEDRYWE, 1956 (WET No. 27 VAN 1956)

**VERKLARING VAN WERK IN DIE NASIONALE BELANG**

Ek, B. P. Sonjica, Minister van Minerale en Energie, verklaar hierby, kragtens artikel 9 (1) (f) van die Wet op Myne en Bedrywe, 1956 (Wet No. 27 van 1956), dat die verrigting op Sondae van werk nodig vir die ondergrondse produksie van gouddraende erts by die myn bekend as Dominion Reefs Uranium Mine, geleë in die landdrostdistrik Klerksdorp, Noordwes-provinsie, na my oordeel vanaf 19 November 2006 tot 18 November 2007 vir die tydperk van een jaar in Nasionale belang noodsaaklik is.

**B. R. SONJICA****Minister van Minerale en Energie****No. R. 1219****8 December 2006****DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY: KWAZULU-NATAL:  
EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry KwaZulu-Natal 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 18 December 2006 and for the period ending 30 June 2010.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 1219****8 Desember 2006**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN HOOF KOLLEKTIEWE  
WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Desember 2006, en vir die tydperk wat op 30 Junie 2010 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid**

**SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL****MAIN COLLECTIVE AGREEMENT: METRO AREAS**

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

**KwaZulu-Natal Furniture Manufacturer's Association**

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

**National Union of Furniture and Allied Workers of South Africa**

and the

**Chemical Energy Paper Printing Wood and Allied Workers Union**

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, to amend the Main Collective Agreement published under Government Notice Nos. R. 396 dated 2 April 2004; R. 1142 dated 8 October 2004; R. 618 dated 1 July 2005 and R. 1205 dated 15 December 2005.

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—

- (a) by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein, respectively;
- (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

- (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;
- (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 92 of 1998, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Schedule A of the former Agreement, excluding paragraph (XXI), plus R35,00;
- (d) not apply to managers, sub-managers, foreman and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920 per annum or where the employer of such staff does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R48 140 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate set out in Schedule A of the former Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2) employers who carry on not more than one business within the scope of application of this collective agreement and who employs less than five employees at all times in or in connection with such business, will be entitled to the following phasing- in concessions: Provided that their employees consent to it:

**PHASE ONE: First two years of registration:**

During this period, the employer will be exempt from Schedule A and Clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the first two years of registration with the Council, must be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

**PHASE TWO: Third year of registration:**

During this period, employees must be remunerated at not less than 60% of the rate of pay as prescribed in Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the third year of registration with the Council, must be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

**PHASE THREE: Fourth year of registration:**

During this period, the employees must be remunerated at not less than 75% of the rate of pay as prescribed in Schedule A and Clause 38B.

In addition, the following contributions shall come into effect:

- (a) Clause 13—holidays and holiday fund.

**PHASE FOUR: Fifth year of registration:**

During this period, the employees must be remunerated at not less than 90% of the rate of pay as prescribed in Schedule A and clause 38B.

In addition the following contributions shall come into effect:

- (a) Clause 13—Holidays and Holiday Fund.
- (b) Provident Fund and Mortality Benefit contributions as prescribed in that Collective Agreement as amended and extended from time to time.

**PHASE FIVE: From sixth year onwards:**

All provisions of the Main Collective and Provident Fund and Mortality Benefit Association Collective Agreements as well as Schedule A, as amended and extended from time to time shall apply:

- (4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his employment at the date of the coming into operation of this Collective Agreement, and subsequently reduces this number of employees to fewer than five.
- (5) The terms of this agreement shall not apply to non-parties in respect of clause 1 (1) (a).

**(2) PERIOD OF OPERATION:**

This Collective Agreement shall be binding on the parties to this Agreement as from 1 July 2006 and shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Collective Agreement to non-parties and shall remain in force ending 30 June 2010.

**AMENDMENTS****(3) CLAUSE 14. PROVISION OF TOOLS:**

Add the following new subclause 3:

- "(3) All electrical tools required to be used by an employee for the proper performance of the employee's job, will be provided by the employer."

**(4) CLAUSE 38B: REMUNERATION:**

4.1 Substitute the following for subclause 38B (1):

- "(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(a) Driver of a motor vehicle, authorised to carry of haul a pay load of—		
(i) up to and including 4,530 kg	688,00	809,00
(ii) over 4,530 kg and up to and including 6,350 kg	693,00	815,00
(iii) over 6,350 kg	714,00	838,00
(b) A casual employee driving a motor vehicle, daily rate prescribed weekly wage, plus 10% divided by 5.		
(c) Drivers of forklifts, trucks, tractor, scooters or passenger cars	688,00	809,00

4.2 Substitute the existing amount of R30 as it appears under subclause (4):

"Subsistence Allowance" for "R50".

**SCHEDULE A—WAGES 1ST JULY 2006 TO 30TH JUNE 2007**

- (I) (1) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (2)..... 766,00 901,00

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(2) Sundry furniture making operations:		
(a) Bolting and tightening of nuts, fixing of handles by screws, bolts nuts and screw bolts		
(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape		
(c) Making and/or pointing of wooden dowels and plugs by hand and/or machine .....	672,00	789,00
(d) Knocking in dowels and plugs by hand		
(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating		
(f) Bending or laminating of solid timber by hand or mechanical process		
(g) Knocking in of sockets for casters		
(h) Filling of holes or cracks with wood filler or similar substance		
(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in respect of not less than the wage prescribed in subclause (2) .....	665,00	782,00
(II) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured		
(III) Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling .....	766,00	901,00
(IV) (1) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part but which excludes the operations referred to in subclause (2)		
(2) Sundry furniture machining operations:		
(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander		
(b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine	695,00	817,00
(c) Operating air-filled sander and portable sander .....	672,00	789,00
(d) Making and jointing sandpaper rolls or discs and belts for machine sanders		
(e) Repetitive marking by template or pattern .....	665,00	782,00
(V) (1) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (2) .....	766,00	901,00
(2) Sundry polishing operations:		
(a) Burnishing by machine .....	695,00	817,00
(b) Waxing .....		
(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours		
(d) The removal of doors and fittings prior to preparation for polishing		
(e) Filling in with plaster of paris or any other filling material .....	672,00	789,00
(f) Handsanding .....		
(g) Bleaching of furniture with acids or any other bleaching agent		
(h) Stripping .....		
(i) Staining, filling, oiling and/or reviving by hand		

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(j) Spraying of metal.....		
(k) Straining of materials .....		
(l) Cleaning spray guns.....		
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus .....	665,00	782,00
(VI) (1) Furniture upholstery, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, inter alia, cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the position- ing of webbing and substitutes (other than wooden or metal laths and cross- bars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (4).....	766,00	901,00
(2) Seamsters of seamstresses engaged in slipstitching, sewing; and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine .....	687,00	807,00
(3) Learners employed in learning the class of work referred to in subclause (2)— during the first six months of employment .....	660,00	776,00
during the second six months of employment .....	665,00	783,00
during the third six months of employment.....	671,00	788,00
during the fourth six months of employment.....	676,00	796,00
thereafter.....	687,00	807,00
(4) Sundry furniture upholstery operations:		
(a) Positioning of wooden and metal laths and crossbars to frames.....	699,00	822,00
(b) Filling of cushions with spring interiors and/or spring units.....	712,00	837,00
(c) Cutting foam rubber or similar material by band saw.....		
(d) Fixing of ready made cane mats .....	695,00	817,00
(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleated buttoning .....	723,00	851,00
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine .....	699,00	822,00
(g) Laying out of filling materials on a spring unit .....		
(h) Spreading of adhesive on backs and cover material and joining of same	687,00	807,00
(i) Loading, wheeling and operating a cloth spreading machine .....		
(j) Teasing coir or other materials by machine.....		
(k) Filling of cushions with substances of materials other than spring inte- riors and/or spring units by machine .....	672,00	789,00
(l) Riemple work .....		
(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery .....		
(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any com- ponent part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal .....		
(o) Cutting of platforms used for covering helical and/or no-sag springs ..		
(p) Breaking up and/or cutting up by hand or bulk rolls of upholstery mate- rials of all kinds from selfedge to selfedge .....		
(q) Cutting cardboard in upholstery sections by hand and/or machine .....		
(r) Straight cutting of materials by hand or machine for bottoms or under seating over springs (linen and hessian).....	665,00	782,00



		Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
	(s) Teasing coir or other materials by hand .....		
	(t) Unwinding filling materials in rope form.....		
	(u) Banding upholsterer's beading .....		
	(v) Making buttons and tufts .....		
	(w) Assisting upholsterer in holding cover material .....		
	(x) Cutting to shape and joining of foam rubber or latex by hand .....		
	(y) Tacking on bottoms of upholstered article .....		
	(z) (i) The tacking of hessian or lining onto seat platforms.....		
	(ii) The tacking of stapling of cardboard to bare frames.....	672,00	789,00
	For the purposes of this clauses (XI) and XIV, a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device		
(VII)	(1) Furniture carving and/or wood, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which exclude the undermentioned sundry operation .....	766,00	789,00
	(2) Stippling and punching background to carving .....	672,00	789,00
(VIII)	(1) Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture .....	766,00	901,00
(IX)	(1) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in sub-clause (2) .....	766,00	901,00
	(2) Sundry veneering operations:		
	(a) Positioning of veneers by hand .....	665,00	782,00
	(b) Tapeless jointing by machine.....	665,00	782,00
	(c) Operating presses of any kind.....	665,00	782,00
	(d) Loading and unloading vacuum bags and presses of any kind .....	665,00	782,00
	(e) Washing off gum and tapes .....	665,00	782,00
	(f) Stacking parts after pressing .....	665,00	782,00
	(g) Veneering of edges.....	665,00	782,00
	(h) Veneering of edges by machine which machine also trims and sands the edges .....	695,00	817,00
(X)	(1) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein—		
	during the first year of employment .....	689,00	810,00
	during the second year of employment.....	710,00	835,00
	during the third year of employment .....	740,00	869,00
	Thereafter, the minimum prescribed wage.		
	If a person who has employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of .....	699,00	822,00
(XI)	(1) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:		
	(a) Weaving of spring mesh .....	699,00	822,00

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(b) Stuffing filling into mattress cases .....	699,00	822,00
(c) Side stitching .....	699,00	822,00
(d) Tufting .....	699,00	822,00
(e) Operating a border quilting machine .....	699,00	822,00
(f) Operating a top quilting machine .....	699,00	822,00
(g) Prepare frames and rollers for the top quilting machine .....	699,00	822,00
(h) Securing, sewing or stapling interlaced pads to spring units .....	699,00	822,00
(i) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior mattress .....	699,00	822,00
(j) Taping edging a spring interior mattress .....	699,00	822,00
(k) Roll edging, but which excludes the operations referred to in sub- clause (ii) .....	699,00	822,00
(l) Buttoning of headboards ancillary to mattress making .....	710,00	834,00
(2) Sundry bedding operations:		
(a) Cutting tips, borders and cases .....		
(b) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and components parts .....		
(c) Sewing mattress handles to border .....	687,00	807,00
(d) Joining border lengths .....		
(e) Closing up the mouth of a mattress .....		
(f) Closing pillows, cushions, bolsters .....		
(g) bolting by hand of bed mattress frames .....		
(h) Preparing spools for a border quilting machine .....		
(i) Cutting quilted borders to lengths .....		
(j) Punching holes in mattress borders .....		
(k) Fitting ventilators and handles to mattress borders .....		
(l) Feeding the interlacing machine .....		
(m) Cutting and making pads, irrespective of materials used .....		
(n) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames .....		
(o) Staining mattress frames .....		
(p) Affixing lugs to mattress frames .....	672,00	789,00
(q) Positioning and securing a mesh to a mesh frame .....		
(r) Hanging loops on needles in compression tufting .....		
(s) Loading, wheeling and operation a clothspreading machine .....		
(t) Operating a teasing machine .....		
(u) Attending a loopmaking machine .....		
(v) Attaching loops to buttons or tufts .....		
(w) Fitting bed irons, domes, casters and sockets .....		
(x) Staining and/or varnishing frames by hand .....		
(y) Assembling, knocking or hooking on woven wire mesh and chain .... spring meshes to frames .....		
(z) Fixing bed irons .....		
(aa) Attaching springs units to bed frames .....		
(ab) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units .....		

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(ac) Mass-measuring pillows, bolsters, cushions and quilts .....	665,00	782,00
(ad) Stripping bedding .....		
(ae) Cutting chain, hoop iron or any other similar materials .....		
(af) Teasing coir or any other materials by hand .....		
(ag) The tacking on of cardboard or calico backs to upholstered head- boards .....	672,00	789,00
(ah) Glueing plastic mesh to foam .....	665,00	782,00
(3) Learners employed in learning the class of work referred to in subclause (1) (Bedding making):		
during the first six months of employment .....	667,00	785,00
during the second six months of employment .....	675,00	793,00
during the third six months of employment .....	680,00	800,00
during the fourth six months of employment .....	686,00	806,00
thereafter .....	699,00	822,00
(XII) (1) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (2) .....	766,00	901,00
(2) Sundry operations		
(a) Seamster or seamstresses engaged in slipstitching, sewing, and/or .. joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine .....	687,00	807,00
(b) Cutting edge-to-edge, but excluding cutting for pattern matching .....		
(c) Pressing and/or ironing curtaining .....	665,00	782,00
(d) Handling materials .....		
(3) Learners employed in learning the class of work referred to in subclause (2) (a) (seamsters)—		
during the first six months of employment .....	660,00	776,00
during the second six months of employment .....	665,00	783,00
during the third six months of employment .....	671,00	788,00
during the fourth six months of employment .....	676,00	796,00
thereafter .....	687,00	807,00
(4) Learners employed in learning the class of work referred to in subclause (1), other than the sundry operations referred to in subclause (2) and learner seam- sters referred to in subclause (3) .....		
(XIII) (1) Labouring, i.e.—		
(a) assisting a machinist in handling materials before and after machining		
(b) attending a boiler, incinerator and/or oven .....		
(c) attending to dust bags and/or cyclones of sanding machines .....		
(d) baling and dipping of upholstery springs .....		
(e) beating and/or teasing coir by hand .....		
(f) cleaning and sweeping of premises .....		
(g) cleaning machinery, plant, tools and utensils .....		
(h) cleaning and blowing down of equipment .....		
(i) cleaning metal rods .....		
(j) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials .....		
(k) delivery by manually propelled vehicles .....		
(l) delivery of letters and parcels .....		

	Weekly wages Employees employed after 1/7/2006	Weekly wages Employees employed prior to 1/7/2004
(m) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand .....		
(n) glueing sandpaper discs .....		
(o) handling materials .....		
(p) lime washing .....		
(q) loading and/or unloading vehicles .....	665,00	782,00
(r) loading and unloading kilns .....		
(s) making tea or other similar beverages .....		
(t) oiling and greasing machines and/or vehicles .....		
(u) operating presses of any type .....		
(v) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers .....		
(w) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine .....		
(x) pushing or pulling a vehicle or handcart .....		
(y) riveting or making threads on iron bolts and rods .....		
(z) straightening and/or cutting hoop iron used for webbing .....		
(aa) stripping second-hand upholstery and bedding .....		
(ab) taping of veneers and attending veneer press .....		
(ac) the treatment of timber for preservation .....		
(ad) unpacking, baling and unbalancing raw materials .....		
(ae) wrapping in paper or cardboard .....		
(2) Labourers: New Entrants (see definition under Clause 3): .....	375,00	
(XIV) Miscellaneous:		
(1) Welding, other than spot-welding .....		
(2) Machine maintenance mechanic .....	766,00	901,00
(3) Spot-welding .....	687,00	807,00
(4) Despatch clerk, storeman, time-keeper .....	685,00	805,00
(5) Caretaker or watchman .....	672,00	789,00
(6) Packer .....		
(7) The construction of spring interiors and/or spring units and the manufacture of their component parts .....	672,00	789,00
(8) Learner packer .....		
(9) Bending, punching, riveting, drilling and/or assembling metal parts .....	665,00	782,00
(XV) (1) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period .....	666,00	784,00
(2) All other juveniles		
(XVI) Office employees—		
during the first year of employment .....	667,00	785,00
during the second year of employment .....	679,00	798,00
during the third year of employment .....	694,00	816,00
during the fourth year of employment .....	710,00	835,00
during the fifth year of employment .....	726,00	854,00
thereafter .....	747,00	878,00

	Weekly wages employees employed after 1/7/2006	Weekly wages employees employed prior to 1/7/2004
(XVII) Casual labourer:		
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only.....	75,00	75,00
(XVIII) Chargehand:		
In charge of employees who have no journeyman status .....	R10,00 per week above his minimum prescribed wage for the class of work performed by him R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work	
(XIX) (1) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (2) .....	766,00	901,00
(2) The classes of work referred to in clauses (1) (2), (IV) (II), (V) (2), (VII) (2) and (IX) (2) hereof		
Commencing weekly wage—stage 1		
Upon completion of stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeymen in force at the time of completion of such stage.		
(XXI) Artisans:		
Employees who have passed a trade test in a designated trade and have completed N1 .....	843,00	990,00
(This represents the rate plus 10% on the following categories: (I)(1), (II), (III), (IV) (1), (V)(1), (VI)(1), (VII)(1), (VIII), (IX)(1), (XII)(1), (XIV)(1) and (2), (XIX)(1).		

Signed at Durban on this 22nd day of June 2006.

**W. NXUMALO**

Chairperson

**A. KHAN**

Vice-Chairperson

**G.J.P. BLIGNAUT**

Secretary of the Council

**No. R. 1220**

**8 December 2006**

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Hairdressing and Cosmetology Services Bargaining Council (Semi-National) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from 11 December 2006, and for the period ending 31 December 2007.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 1220

8 Desember 2006

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPER- EN KOSMETOLOGIEDIENSTE BEDINGINGSRAAD (SEMI-NASIONAAL):  
UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Haarkapper- en Kosmetologiedienste Bedingingsraad (Semi-Nasionaal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 11 Desember 2006, en vir die tydperk wat op 31 Desember 2007 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****SCHEDULE****HAIRDRESSING AND COSMETOLOGY SERVICES****BARGAINING COUNCIL****(semi-national)****MAIN COLLECTIVE AMENDING AGREEMENT****FOR THE HAIRDRESSING INDUSTRY (semi-national)**

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

**Employers' Organisation for Hairdressing, Cosmetology & Beauty**

(hereinafter referred to as "the employers' organisation" or "EOHCB") and the

**United Association of South Africa**

(hereinafter referred to as "the trade union" or "UASA"), being the parties to the

**Hairdressing and Cosmetology Services Bargaining Council****(semi-national)**

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

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

the Main Agreement published under Government Notice No. R. 1282 of 29 October 2004, and the Amending Agreement published under Government Notice No. R. 241 of 24 March 2005.

**1. SCOPE OF APPLICATION OF AGREEMENT**

1.1 The terms of this Agreement Shall be observed in the Industry—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the following areas:

1.1.2.1 "area 1" which means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randburg, Randfontein, Roodepoort and Springs;

1.1.2.2 "area 2" which means the Magisterial Districts of Klerksdorp and Vereeniging;

1.1.2.3 "area 3" which means the Magisterial Districts of East London;

1.1.2.4 "area 4" which means the Magisterial Districts of Port Elizabeth and Uitenhage; and

1.1.2.5 "area 5" which means the Magisterial Districts of Bloemfontein and Kimberley.

1.2 The terms of this Agreement shall apply to all employers and employees in the Industry other than those referred to in clause 1.1.1, and to all legal owners of establishments in the Industry in the Magisterial Districts referred to in clause 1.1.2 from the date fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, No. 66 of 1995;

1.3 The parties hereby agree that clause 1.1.1 and 2 of this Amending Agreement shall not apply to non-parties.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall be binding on all parties in terms of section 31 (1) of the Labour Relations Act, No. 66 of 1995, and shall come into operation for the parties on the date fixed by the Minister of Labour in terms of section 32 (2) of the said Act for the non-parties, and shall remain in force until 31 December 2007.

**3 CLAUSE 3: DEFINITIONS**

3.1 insert / add the following definitions after 3.4 ("agreement" or "collective" agreement" or "industries agreement") and before 3.5 ("CCMA"):

3.5 **average** means the average personal services commission (PSC) calculated over the previous employment period up to a maximum of 12 months; first year pro-rata, thereafter calculated over 12 months;

3.6 **basic conditions of Employment Act** or **BCEA** means the Basic Conditions of Employment Act, No. 75 of 1997;

3.2 change numbering of the definitions from 3.5 (CCMA) to 3.43 ("working employer") to follow on consecutively in terms of the above additions, i.e. 3.5 "CCMA" changes to 3.7, etc. with the last definitions i.e. 3.43 "working employer" changing to 3.45.

3.3 insert/add definitions 3.11.1 and 3.11.1 and 3.11.2 after definition

3.9 ("commission") (now 3.11) as follows:

3.11.1 **personal services commission** means commission paid on services provided by the individual in person, including services provided by employees other than those paid on a commission basis, but excluding retail commission for the purposes of calculating remuneration in relation to leave pay, notice pay and severance pay;

3.11.2 **retail commission** means commission paid to an employee in respect of the sale of hairdressing products."

3.4 substitute the existing definition 3.11 ("cosmetologist") (now 3.13) with the following new definition:

3.13 **cosmetologist** means a person who performs any one or more of the services usually performed by a manicurist or beauty culturist, including a cosmetologist or cosmetician who performs any one or more of the services referred to in 3.14;

3.5 Substitute the existing definition 3.20 ("junior operator") (now 3.22) with the following new definition:

"3.22 **'junior operator'**, applicable only to area 5, means an employee who is employed in an establishment and who performs the same duties as those set out in clause 3.31 below;"

3.6 Insert definition 3.36 after 3.35 ("receptionist") (formerly 3.33); and before the existing 3.34 ("representative") as follows:

"3.36 **'remuneration'** means any payment of money or in kind, or both in money and in kind, made or owing to any person in return for that person's working for any other person; and remunerate has a corresponding meaning: Provided that if any employer regularly pays an employee a higher amount than that prescribed in this Agreement it shall mean the higher amount; and remuneration, in respect of annual leave, notice pay and severance pay includes basic salary and personal services commission (psc) only, and for all other calculations the items as per the Main Agreement shall apply;"

3.7 Change the numbering of the definition from 3.34 ("representative") to 3.43 ("working employer") to follow on consecutively in terms of the above additions, i.e. 3.34 "representative" changes to 3.37, etc. with the last definition, i.e. 3.43 "working employer" changing to 3.46.

3.8 Substitute definition 3.39 ("senior operator") (now 3.42) with the following new definition:

"3.42 **'senior operator'**, applicable only to area 5, means an employee who is employed in an establishment and who performs the same duties as those set out in 3.31 above, and includes blow-waving, setting and winding perms;"

3.9 Substitute definition 3.42 ("wage" or "remuneration") (now 3.45) with the following new definition:

"3.45 **'wage'** or **'basic salary'** 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 the Main Agreement, as amended from time to time, as the minimum payable to an employee in a specific job category;"

**4. CLAUSE 9: SECURITY OF EMPLOYMENT**

Substitute paragraph 9.10.1.4 with the following new paragraph:

"9.10.1.4 the remuneration or basic salary and/or personal services commission or wages for that job; and".

**5. CLAUSE 10: PART-TIME EMPLOYEES**

Substitute clause 10.5 with the following new clause:

"10.5 The basic salary of part-time employees shall be calculated as follows:

10.5.1 A part-time employee employed for one day per week shall receive the prescribed basic salary divided by 26 = daily rate;

10.5.2 a part-time employee employed for two days per week shall receive the prescribed basic salary divided by 26 = daily rate x 2;

10.5.3 a part-time employee employed for three days per week shall receive the prescribed basic salary divided by 26 = daily rate x 3."

**6. CLAUSE 11: COMMISSION AGREEMENTS**

Substitute clause 11 from 11.1 up to and including 11.8 with the following new clauses:

- "11.1 In all areas, an employer and an employee who earns commission (commission-earner) may agree that the employee is to receive commission on services (PSC) or sales (retail commission) or both (a commission agreement). However, a hairdresser in all areas shall be restricted to a commission agreement which complies with Annexure C.
- 11.2 A commission agreement shall be in writing and signed personally by the employee and by or on behalf of the employer, and shall contain the following particulars:
- 11.2.1 The identity of the parties;
  - 11.2.2 the rate of PSC (personal services commission), and the rate of any retail commission, and the conditions of entitlement thereto;
  - 11.2.3 the day of the week or month when commission earned shall be due and payable;
  - 11.2.4 the period of notice to be given by the employer or the employee to cancel or re-negotiate the terms and conditions under which the commission is payable and any commission payable in terms of this clause shall be entered into the Remuneration/Basic Salary/Wage Register in the same manner as remuneration or basic salary or wages.
- 11.3 The commission agreement shall be signed by both the employee and the employer, in the presence of two witnesses.
- 11.4 Every employer shall within seven days of being requested to do so supply the council with a copy of every commission agreement concluded with a commission earner.
- 11.5 In all areas, all qualified hairdressers shall be deemed to be employed in terms of a commission agreement which complies with Annexure C.
- 11.6 If a commission agreement is not in writing then, whether or not it complies with this clause, it shall for all purposes be deemed to provide that the employee is entitled to personal services commission on the gross takings at a rate of 40%, and to retail commission of 5%. (If the establishment is registered for VAT, VAT shall be deducted from the gross takings or products sales).
- 11.7 If the employer is unable to produce a record of takings for an employee employed, or deemed to be employed, in terms of a commission Agreement, and vouched for by that employee, the record of takings alleged by the employee shall be deemed to be the takings of that employee until the contrary is proved by the employer.
- 11.8 If a hairdresser and his/her employer agree that the employee (hairdresser) shall work on—
- (i) a basic salary only structure; or
  - (ii) a basic salary plus commission structure;
- the basic salary or wages, payable in the case of (i) and (ii) shall not be lower than the prescribed basic salary or wages;
- However, should the parties agree to either of the above structures, in terms of (i) or (ii), they must apply to the council for an exemption to work on either of these structures."

**7. CLAUSE 12: PAYMENT OF REMUNERATION OR WAGES  
AND AUTHORISED DEDUCTIONS**

- 7.1 Substitute the existing clause heading with the following new heading:

**PAYMENT OF REMUNERATION OR BASIC SALARY OR WAGES  
AND AUTHORISED DEDUCTIONS**

- 7.2 Substitute clause 12.1 with the following new clause:

"12.1 An employer shall pay remuneration or basic salary or wages at not less than, and an employee shall not accept remuneration or basic salary or wages at rates lower than, those set out in the Remuneration/Basic Salary/Wage Schedules attached hereto, and to be read as part thereof."

- 7.3 Insert the following clause after the existing 12.1, and before 12.2:

"12.2 An employer shall pay all qualified hairdressers not less than 40% personal services commission (PSC) for services rendered, and not less than 5% retail commission for product sales, and a qualified hairdresser shall not accept personal services commission of less than 40% and retail commission of less than 5%".

- 7.4 Change the numbering of the existing clause 12.2 to 12.20 to follow on consecutively in terms of the above addition, i.e. 12.2 changes to 12.3, etc. with the last clause, i.e. 20.20, changing to 20.21.

- 7.5 Substitute the existing clauses 12.2 (now 12.3) up to and including 12.5 (now 12.6) with the following new clause:

"12.3 Nothing in this clause shall operate to permit a reduction in the remuneration or basic salary or wages 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,



- 12.4 The provisions of clause 12.3 also apply to any employee whose services are terminated by an employer after the date of coming operation of this Agreement and who is re-engaged by the same employer.
- 12.5 Remuneration or basic salary or wages may be paid weekly or monthly, as may have been agreed between the employer and employee. If the employment is terminated before the usual pay day, the wages shall be payable within seven days of the effective date of termination.
- 12.6 The remuneration of basic salary or wages shall be placed in a sealed envelope which shall contain, in writing, the following details:".

**Note:** Clause 12.6.1 up to and including 12.6.3 (formerly 12.5.1 to 12.5.3), apart from the number changes, remain as is per the Former Agreement.

- 7.6 Substitute the existing clause 12.5.4 and 12.5.5 (now 12.6.4 and 12.6.5) with the following new clause:

"12.6.4 the employee's remuneration or basic salary or wages in money;

12.6.5 the amount and purpose of any deduction made from the employee's remuneration or basic salary or wages;".

**Note:** Clause 12.6.6 (formerly 12.5.6), apart from the number change, remains as is per the Former Agreement.

- 7.7 Substitute the existing clause 12.5.7, 12.5.7.1 and 12.5.7.3 (now 12.6.7, 12.6.7.1 and 12.6.7.3) with the following new clause:

"12.6.7 If relevant to the calculation of that employee's remuneration or basic salary or wages—

12.6.7.1 the employee's rate of remuneration or basic salary or wages and personal services commission (PSC) and retail commission and overtime rate;".

**Note:** Clause 12.6.7.2, apart from the number change, remains as is per the Former Agreement.

"12.6.7.3 the number of hours worked by the employee on a public holiday during that period.".

- 7.8 Substitute the existing clause 12.6 (now 12.7) with the following new clause:

"12.7 The written information required in terms of clause 12.6 shall be given to each employee—".

**Note:** Clause 12.7.1 and 12.7.2 (formerly 12.6.1 and 12.6.2), apart from the number changes, remain as is per the Former Agreement.

- 7.9 Substitute the existing clause 12.7 (now 12.8) with the following new clause:

"12.8 An employer may not make any deduction from an employee's remuneration or basic salary or wages unless the deduction—".

**Note:** Clause 12.8.1 up to and including 12.8.5 (formerly 12.7.1 to 12.7.5), apart from the number changes, remain as is per the Former Agreement.

- 7.10 Substitute the existing clause 12.7.6 (now 12.8.6) with the following new clause:

"12.8.6 subject to 12.9 the employee agrees in writing to the deduction in respect of a debt incurred whilst in employment".

- 7.11 Substitute the existing clause 12.8 (now 12.9) with the following new clause:

"12.9 A deduction in terms of 12.8.6 may be made to reimburse an employer for loss or damage only if—".

**Note:** Clause 12.9.1 up to and including 12.9.3 (formerly 12.8.1 to 12.8.3), apart from the number changes, remain as is per the Former Agreement.

- 7.12 Substitute the existing clause 12.8.4 (now 12.9.4) with the following new clause:

"12.9.4 the total deductions from the employee's remuneration or basic salary or wages in terms of this clause do not exceed one-quarter of the employee's remuneration or basic salary or wages in money.".

- 7.13 Substitute the existing clause 12.9 (now 12.10) with the following new clause:

"12.10 A deduction in terms of clause 12.8.6 in respect of any goods purchased by the employee shall specify the nature and quantity of the goods.".

- 7.14 Substitute the existing clause 12.10 (now 12.11) with the following new clause:

"12.11 An employer who deducts an amount from an employee's remuneration or basic salary or wages in terms of clause 12.8.1 to 12.8.5 for payment to another person shall pay the amount to such person in accordance with the time period and other requirements specified in any law, court order, arbitration award, or in clause 22 of this Collective Agreement".

- 7.15 Substitute the existing clause 12.11.1 and 12.11.2 (now 12.12.1 and 12.12.2) with the following new clause:

"12.12.1 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

12.12.2 acknowledge receipt of an amount greater than the remuneration or basic salary or wages actually received.".

7.16 Substitute the existing clause 12.12.2, 12.12.3 and 12.12.4 (now 12.13.2, 12.13.3 and 12.13.4) with the following new clause:

"12.13.2 An employer who deducts from an employee's remuneration or basic salary or wages any amount for payment to a benefit fund shall pay the amount to the fund within seven days of the deductions being made.

12.13.3 Any contribution that an employer is required to make to a benefit fund on behalf of an employee that is not deducted from the employee's remuneration or basic salary or wages shall be paid to the fund within seven days of the end of the period in respect of which the payment is made.

12.13.4 This clause shall not affect any obligation on an employer in terms of the rules of a benefit fund to make any payment within a shorter period than that required by 12.13.2 or 12.13.3."

7.17 Substitute the existing clause 12.13 (now 12.14) with the following new clause:

12.14 Remuneration or wages which are payable weekly shall be paid by no later than the close of business on the Friday of each week. If Friday falls on a public holiday, payment shall be made not later than the close of business on the Thursday."

7.18 Substitute the existing clause 12.14 (now 12.15) with the following new clause:

"12.15 Remuneration or basic salary which is payable monthly shall be paid not later than the last working day of that month."

7.19 Substitute the existing clause 12.15 (now 12.16) with the following new clause:

"12.16 Payment of remuneration or basic salary or wages shall take place as follows:

12.16.1 An employer shall pay to an employee any remuneration or basic salary or wages that is paid in money—".

**Note:** Clause 12.16.1.1 up to and including 12.16.1.3 (formerly 12.15.1.1 to 12.15.1.3), apart from the number changes, remain as is per Former Agreement.

"12.16.2 Any remuneration or basic salary or wages paid in cash or by cheque shall be given to each employee—".

**Note:** Clause 12.16.2.1 up to and including 12.16.2.3 (formerly 12.15.2.1 to 12.15.2.3), apart from the number changes, remain as is per the Former Agreement.

"12.16.3 An employer shall pay remuneration or basic salary or wages not later than seven days after the termination of the contract of employment.

12.16.4 Clause 12.16.3 shall not apply to any pension or provident fund payment to an employee that is made in terms of the rules of the fund.

12.16.5 Payment of remuneration or basic salary or wages shall be made at the place where the employee is actually engaged or employed at the time of payment of the remuneration or basic salary or wages."

7.20 Substitute the existing 12.16 (now 12.17) with the following new clause:

"12.17 Remuneration or basic salary or wages shall be calculated as follows:

12.17.1 For purposes of calculating the remuneration or basic salary or wages of an employee by time, an employee shall be deemed ordinarily to work".

**Note:** Clause 12.17.1.1 and 12.17.1.2 (formerly 12.16.1.1 and 12.16.1.2), apart from the number changes, remain as is per the Former Agreement.

7.21 Delete the existing clause 12.16.3

7.22 Substitute the existing clause 12.17.1 and 12.17.2 (now 12.18.1 and 12.18.2) with the following new clause:

"12.18.1 for a period of five consecutive years of service, the employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 5% of the prescribed monthly basic salary for that category of employee;

12.18.2 for a period of ten consecutive years of service, the employee shall be entitled thereafter to additional basic salary or wages calculated at the rate of 10% of the prescribed monthly basic salary for that category of employee."

7.23 Substitute the existing clause 12.19 (now 12.20) with the following new clause:

"12.20 Remuneration specified for an employee who earns commission and no basic salary in the Remuneration/Basic Salary/Wage Schedules for all areas shall be exclusively for the purpose of calculating public holiday pay, leave pay, sick pay, UIF contributions, HCl Sick Pay Fund, and HCl provident Fund contributions."

7.24 Substitute the existing clause 12.20 (now 12.21) with the following new clause:

"12.21 Payment of remuneration or basic salary or wages for learners, as specified in the Remuneration/Basic Salary/Wage Schedule, shall be as follows:".

- 7.25 In the existing clause 12.28.1 (now 12.21.1)—
- (a) replace the expression "remuneration/wages" with expression "remuneration or basic salary or wages"; and
  - (b) replace the expression "Remuneration/Wage Schedules", with the expression "Remuneration/Basic Salary/Wage Schedules".
- 7.26 In the existing clause 12.2.20.1.1 up to and including 12.20.1.7 (now 12.21.1.1 to 12.21.1.7)—
- (a) replace the expression "12.20.1" with the expression "12.21.1", wherever it may occur;
  - (b) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages"; wherever it may occur;
  - (c) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wages schedules", wherever it may occur.
- 7.27 In the existing clause 12.20.2 (now 12.21.2)—
- (a) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur;
  - (b) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wage schedules", wherever it may occur.
- 7.28 In the existing clause 12.20.3 (now 12.21.3)—
- (a) replace the expression "12.20.2" with the expression "12.21.2", wherever it may occur.
- 7.29 In the existing 12.20.4 (now 12.21.4)—
- (a) replace the expression "12.20.2" with the expression "12.21.2", wherever it may occur;
  - (b) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wage schedules", wherever it may occur;
  - (c) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur.
- 7.30 In the existing clause 12.20.5 (now 12.21.5)—
- (a) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur;
  - (b) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wage schedules", wherever it may occur.
- 7.31 In the existing clause 12.20.5.1 up to and including 12.20.5.3 (now 12.21.5.1 to 12.21.1.3)—
- (a) replace the expression "12.20.5" with the expression "12.21.5", wherever it may occur;
  - (b) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur.
- 7.32 In the existing clause 12.20.6 (now 12.21.6)—
- (a) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur;
  - (b) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wage schedules", wherever it may occur.
- 7.33 In the existing clause 12.20.7 (now 12.21.7)—
- (a) replace the expression "12.20.6" with the expression "12.21.6", wherever it may occur.
- 7.34 In the existing clause 12.20.8 (now 12.21.8)—
- (a) replace the expression "12.20.6" with the expression "12.21.6", wherever it may occur;
  - (b) replace the expression "remuneration/wage schedules" with the expression "remuneration/basic salary/wage schedules", wherever it may occur;
  - (c) replace the expression "remuneration/wages" with the expression "remuneration or basic salary or wages", wherever it may occur.

#### 8. CLAUSE 13: RECORDS TO BE KEPT BY AN EMPLOYER

- 8.1 Substitute the existing clause 13.1 with the following new clause:
- "13.1 Every employer shall be obliged to keep a wage record in the form specified in Annexure E: Remuneration/basic salary/wage register to this Agreement showing—".
- 8.2 In the existing clause 13.1.1 and 13.1.2—
- (a) replace the expression "wages or remuneration" with the expression "remuneration or basic salary or wages", wherever it may occur.

**Note:** Clause 13.1.3 and 13.1.4 remain as is per the Former Agreement.

**9. CLAUSE 15: PUBLIC HOLIDAYS**

9.1 Substitute the existing clause 15.2.1 with the following new clause:

"15.2.1 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 work on that day;"

9.2 Substitute the existing clause 15.3.1 with the following new clause:

"15.3.1 the employee's ordinary daily remuneration or basic salary or wage; plus".

**10. CLAUSE 16: LEAVE**

10.1 Substitute the existing clause 16.22.1 with the following new clause:

"16.22.1 the remuneration or basic salary or wages an employee would ordinarily have received for work on that day; and".

10.2 Insert the following subheading and clause after clause 16.28 as follows:

**Leave pay for commission earners—payment**

16.29 Subject to the provisions of clause 16.29.1, when calculating normal annual leave pay for employees who earn commission, the following formula shall be used:

- (i) leave pay of 20% of their last 12 months average PSC (Personal Services Commission); plus
- (ii) leave pay calculated on the basis salary as contained in the remuneration/basic salary/wage schedules for that category of employee.

Examples of how to calculate leave pay for commission earners are contained in Annexure H.

16.29.1 Except where an employee takes ad hoc leave of seven days or less, and the PSC (Personal Services Commission) earned by that employee during the specific month when their leave is taken is either the same as, or higher than their average PSC (Personal Services Commission), in which case leave pay shall only be calculated on their basic salary as contained in the remuneration/basic salary/wage schedules.

16.29.2 The calculation of remuneration of personal services will only apply to a maximum of one year's statutory leave entitlement in any one service year (12 months from date of employment)."

**11. CLAUSE 18: CONTRACT OF EMPLOYMENT**

Substitute the existing clause 18.1.5 with the following new clause:

18.1.5 the job title and the remuneration or basic salary or wage for the job;"

**12. CLAUSE 19: TERMINATION OF SERVICE**

12.1 Insert the following new clause before the existing clause 19.1.1;

19.1.1 24 (twenty-four) hours' notice within the first month of employment;"

**Note:** Within the first two weeks of employment, no disciplinary procedures are to be followed by the employer; thereafter, normal procedures as per the relevant Acts must be followed by the Employer."

12.2 Change the numbering of the existing clause 19.1.1 and 19.1.2 to 19.1.2 and 19.1.3.

12.3 Substitute the existing 19.1.1 and 19.1.2 (now 19.1.2 and 19.1.3) with the following new clause:

19.1.2 six working days' notice if the employee has been employed for a period longer than one month and less than six months; and thereafter,

19.1.3 12 working days' notice, if the employee has been employed for longer than six months."

12.4 Insert the following new clause Before the existing clause 19.2.1:

19.2.1 24 (twenty-four) hours' remuneration or basic salary or wages if the employee has been employed for a period of one month or less;"

12.5 Change the numbering of the existing clause 19.2.1 to 19.2.3 to 19.2.2 to 19.2.4.

12.6 Substitute the existing clauses 19.2.1 up to and including 19.2.3 (new 19.2.2 to 19.2.4) with the following new clause:

"19.2.2 six days' remuneration or basic salary or wages if the employee has been employed for a period longer than one month and less than six months; or

19.2.3 12 days' remuneration or basic salary or wages if the employee has been employed for longer than six months; or

19.2.4 in the case of an employee who is employed on a commission only structure, notice pay, in terms of clause 19.2.1 to 19.2.3, shall be calculated as follows:

19.2.4.1 in accordance with the Remuneration/Basic Salary/Wage Schedule for that area; plus

19.2.4.2 with effect from 1 January 2007, 20% of their average PSC (Personal Services Commission) earned in the past 12 months.

12.7 Insert the following new clause before the existing clause 19.3.1:

19.3.1 24 (twenty-four) hours' remuneration or basic salary or wages if the employee has been employed for a period of one month or less;

12.8 Change the numbering of the existing clause 19.3.1 to 19.3.3 to 19.3.2 to 19.3.4.

12.9 Substitute the existing 19.3.1 up to and including 19.3.3 now 19.3.2 to 19.3.4 with the following new clauses:

"19.3.2 six days' remuneration or basic salary or wages if the employee has been employed for a period longer than one month and less than six months; or

19.3.3 12 days' remuneration or basic salary or wages if the employee has been employed for longer than six months; or

19.3.4 in the case of an employee who is employed on a commission only structure, notice pay, in terms of clause 19.3.1 to 19.3.3, shall be calculated:

19.3.4.1 in accordance with the Remuneration/Basic Salary/Wage Schedule for that area; plus

19.3.4.2 with effect from 1 January 2007, 20% of their average PSC (Personal Services Commission) earned in the past 12 months."

### 13. CLAUSE 20: SEVERANCE OR RETRENCHMENT PAY

13.1 Substitute the existing clause 20.1 with the following new clause:

"20.1 An employer who terminates the services of one or more of his employees owing to operational requirements shall be obliged to pay each employee the following remuneration or basic salary or wages in lieu of severance pay:"

13.2 Insert the following new clause the existing 20.1.1:

"20.1.1 24 (twenty-four) hours' remuneration or basic salary or wages if the employee has been employed for a period of one month or less; thereafter;"

13.3 Change the numbering of the existing clause 20.1.1 to 20.1.3 to 20.1.2 to 20.1.4.

13.4 In the existing 20.1.1 up to and including 20.1.3 now 20.1.2 to 20.1.4—

(a) Replace the words "wages or remuneration" with the words "remuneration or basic salary or wages", wherever they may occur.

13.5 Insert the following new clause after the existing 20.1.3 (now 20.1.4):

"20.1.5 in the case of an employee who is employed on a commission only structure, severance or retrenchment pay, in terms of clause 20.1.1 to 20.1.4, shall be calculated—

20.1.5.1 in accordance with the Remuneration/Basic Salary/Wage Schedule for that area; plus

20.1.5.2 with effect from 1 January 2008, 20% of their average PSC (Personal Services Commission) earned in the past 12 months."

### 14. CLAUSE 21: CERTIFICATE OF SERVICE

Substitute the existing clause 21.1.5 with the following new clause:

21.1.5 the remuneration or basic salary or wages at date of termination;"

### 15. CLAUSE 22: EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

15.1 Substitute the existing clause 22.6 with the following new clause:

"22.6 Every employer who employs a member of the trade union shall deduct from the remuneration or basic salary or wages of that employee the amount of subscriptions and levies payable to the trade union and remit those subscriptions and levies monthly to the council by not later than the fixed day, in the form prescribed in Annexure A."

15.2 Substitute the existing schedules appearing after clause 22 (expenses of the Council and Subscriptions.....) with the following new revised Contribution Schedules for all areas (areas 1 up to and including area 5).

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL****CONTRIBUTION SCHEDULES****(Clause 22)**

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR AREA 1, WHICH MEANS THE MAGISTERIAL DISTRICTS OF BENONI, BOKSBURG, BRAKPAN, GERMISTON, JOHANNESBURG, KRUGERSDORP, RANDBURG, ROODEPOORT AND SPRINGS

**(Excluding Alberton and Randfontein)**

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng).....	R250,00 / Agency Fee					
Basic establishment charge.....		R 52,00				
Total minimum charge.....		R102,00				
Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R63,00	N/A	R106,00 (Optional)
<b>MANAGER</b>	<b>UNION/AGENCY FEE</b>					
Manager only .....	R48,00	R13,50	R42,00	R16,00	R31,00	R78,00 each
Manageress/Hairdresser.....	R48,00	R13,50	R42,00	R16,00	R31,00	R78,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R15,00	R30,00	R74,00 each
Thereafter .....	R48,00	R13,50	R42,00	R21,00	R42,00	R106 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT or SETA qualification.....	R48,00	R13,50	R42,00	R12,00	R24,00	R59,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 8,00	R16,00	R41,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions unskilled hairdresser.....	R48,00	R13,50	R42,00	R 6,00	R12,00	R30,00 each
<b>LEARNER—MODULES</b>						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R31,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R32,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R34,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 7,00	R14,00	R36,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 8,00	R15,00	R38,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 8,00	R15,00	R39,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R41,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 7,00	R13,00	R33,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R37,00 each
Standard 11–15.....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R40,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
First 3 months .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R29,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R34,00 each

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Third 3 months .....	R48,00	R 9,00	R23,50	R 9,00	R17,00	R43,00 each
Thereafter .....	R48,00	R13,50	R35,00	R15,00	R30,00	R75,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R14,00	R29,00	R72,00 each
OPERATOR .....	R48,00	R 7,00	R16,50	R13,00	R26,00	R66,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 8,00	R16,00	R41,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee.					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**

(semi-national)

**CONTRIBUTION SCHEDULE****(Clause 22)**

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR ALBERTON (AREA 1)

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng) .....	R155,00	/ Agency Fee				
Basic establishment charge .....		R 52,00				
Total minimum charge .....		R102,00				
Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R37,00	N/A	R106,00 (Optional)
<b>MANAGER</b>	<b>UNION/AGENCY FEE</b>					
Manager only .....	R48,00	R13,50	R42,00	R13,00	R26,00	R65,00 each
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R13,00	R26,00	R65,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R 9,00	R19,00	R47,00 each
Thereafter .....	R48,00	R13,50	R42,00	R12,00	R25,00	R62,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT or SETA qualification .....	R48,00	R13,50	R42,00	R 9,00	R17,00	R43,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 5,00	R11,00	R27,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R48,00	R13,50	R42,00	R 4,00	R 7,00	R18,00 each
<b>LEARNER—MODULES</b>						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R11,00	R28,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R29,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R31,00 each



Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Module 3 .....	R48,00	R 9,00	R16,50	R 6,00	R13,00	R32,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R34,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 7,00	R14,00	R35,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 7,00	R15,00	R37,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R29,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R33,00 each
Standard 11–15 .....	R48,00	R 9,00	R23,50	R 7,00	R14,00	R36,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
First 3 months .....	R48,00	R 7,00	R16,50	R 3,00	R 7,00	R17,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 4,00	R 8,00	R20,00 each
Third 3 months .....	R48,00	R 9,00	R23,50	R 5,00	R10,00	R25,00 each
Thereafter .....	R48,00	R13,50	R35,00	R 9,00	R18,00	R44,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R 9,00	R18,00	R44,00 each
OPERATOR .....	R48,00	R 7,00	R16,50	R 9,00	R17,00	R43,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 5,00	R 9,00	R23,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee					

### HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL

#### CONTRIBUTION SCHEDULE

#### (Clause 22)

#### SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR RANDFONTEIN (AREA 1)

(Effective from 1 July 2006)

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng) .....	R155,00	/ Agency Fee				
Basic establishment charge .....		R 52,00				
Total minimum charge .....		R102,00				
Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R63,00	N/A	R106,00 (Optional)
<b>MANAGER</b>						
UNION/AGENCY FEE						
Manager only .....	R48,00	R13,50	R42,00	R16,00	R31,00	R78,00 each
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R16,00	R31,00	R78,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R15,00	R30,00	R74,00 each
Thereafter .....	R48,00	R13,50	R42,00	R21,00	R42,00	R106,00 each



Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
AFRO HAIRDRESSER/STYLIST						
With COTT or SETA qualification.....	R48,00	R13,50	R42,00	R12,00	R24,00	R59,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 8,00	R16,00	R41,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions unskilled hairdresser.....	R48,00	R13,50	R42,00	R 6,00	R12,00	R30,00 each
LEARNER—MODULES						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R31,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R32,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R34,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 7,00	R14,00	R36,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 8,00	R15,00	R38,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 8,00	R15,00	R39,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R41,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 7,00	R13,00	R33,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R37,00 each
Standard 11–15.....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R40,00 each
MANICURIST & BEAUTY CULTURIST						
First 3 months .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R29,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R34,00 each
Third 3 months.....	R48,00	R 9,00	R23,50	R 9,00	R17,00	R43,00 each
Thereafter .....	R48,00	R13,50	R35,00	R15,00	R30,00	R75,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R14,00	R29,00	R72,00 each
OPERATOR .....	R48,00	R 7,00	R16,50	R13,00	R26,00	R66,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 8,00	R16,00	R41,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**

(semi-national)

**CONTRIBUTION SCHEDULE**

(Clause 22)

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR KLERKSDORP (AREA 2)

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions .....	R110,00	/ Agency Fee				
Basic establishment charge .....		R 52,00				

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
Total minimum charge.....		R102,00				
Working Employer (Providend Fund is optional) .....	N/A	Nil	Nil	R44,00	N/A	R73,00 (Optional)
<b>MANAGER</b>	<b>UNION/AGENCY FEE</b>					
Manager only .....	R48,00	R13,50	R42,00	R13,00	R25,00	R63,00 each
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R13,00	R25,00	R63,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R11,00	R22,00	R55,00 each
Thereafter .....	R48,00	R13,50	R42,00	R15,00	R29,00	R73,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT or SETA qualification.....	R48,00	R13,50	R42,00	R10,00	R19,00	R48,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 5,00	R10,00	R25,00 each
With braiding, plaiting, cutting or hair extensions.....	R48,00	R13,50	R42,00	R 3,00	R 7,00	R17,00 each
<b>LEARNER—MODULES</b>						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 5,00	R11,00	R27,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R11,00	R28,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R30,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 6,00	R13,00	R31,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R33,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 7,00	R14,00	R35,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 7,00	R15,00	R37,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 5,00	R10,00	R26,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 6,00	R12,00	R30,00 each
Standard 11–15.....	R48,00	R 9,00	R23,50	R 7,00	R13,00	R33,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
First 3 months .....	R48,00	R 7,00	R16,50	R 4,00	R 8,00	R20,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 5,00	R 9,00	R23,00 each
Third 3 months .....	R48,00	R 9,00	R23,50	R 6,00	R12,00	R29,00 each
Thereafter .....	R48,00	R13,50	R35,00	R10,00	R21,00	R51,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R10,00	R20,00	R51,00 each
OPERATOR .....	R48,00	R 7,00	R16,50	R10,00	R19,00	R48,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 5,00	R10,00	R26,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**

(semi-national)

**CONTRIBUTION SCHEDULE**

(Clause 22)

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR VEREENIGING (AREA 2)

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng) .....	R205,00	/ Agency Fee				
Basic establishment charge .....	N/A	R 52,00				R73,00 (Optional)
Total minimum charge.....		R102,00				
Working Employer (Providend Fund is optional)		Nil	Nil	R44,00	N/A	
MANAGER	UNION/AGENCY FEE					
Manager only .....	R48,00	R13,50	R42,00	R13,00	R25,00	R63,00 each
Manageress/Hairdresser.....	R48,00	R13,50	R42,00	R13,00	R25,00	R63,00 each
HAIRDRESSER—QUALIFIED						
First year after qualifying .....	R48,00	R13,50	R42,00	R11,00	R22,00	R55,00 each
Thereafter .....	R48,00	R13,50	R42,00	R15,00	R29,00	R73,00 each
AFRO HAIRDRESSER/STYLIST						
With COTT and SETA qualification .....	R48,00	R13,50	R42,00	R10,00	R19,00	R48,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 5,00	R10,00	R25,00 each
With braiding, plaiting or hair extensions.....	R48,00	R13,50	R42,00	R 3,00	R 7,00	R17,00 each
LEARNER—MODULES						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 5,00	R11,00	R27,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R11,00	R28,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R30,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 6,00	R13,00	R31,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 7,00	R13,00	R33,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 7,00	R14,00	R35,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 7,00	R15,00	R37,00 each
LEARNER—UNIT STANDARDS						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 5,00	R10,00	R26,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 6,00	R12,00	R30,00 each
Standard 11–15.....	R48,00	R 9,00	R23,50	R 7,00	R13,00	R33,00 each
MANICURIST & BEAUTY CULTURIST						
First 3 months .....	R48,00	R 7,00	R16,50	R 4,00	R 8,00	R20,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 5,00	R 9,00	R23,00 each
Third 3 months.....	R48,00	R 9,00	R23,50	R 6,00	R12,00	R29,00 each
Thereafter .....	R48,00	R13,50	R35,00	R10,00	R21,00	R51,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R10,00	R20,00	R51,00 each
OPERATOR .....	R48,00	R 7,00	R16,50	R10,00	R19,00	R48,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 5,00	R10,00	R26,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL  
CONTRIBUTION SCHEDULE**

**(Clause 22)**

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR  
AREA 3, WHICH MEANS THE MAGISTERIAL DISTRICT OF EAST LONDON**

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
<b>ESTABLISHMENT</b> .....	EOHCB	/Agency Fee				
EOHCB Subscriptions (S. Gauteng) .....	R100,00					
Basic establishment charge .....		R 52,00				
Total minimum charge .....		R102,00				
Working Employer (Providend Fund is optional)	N/A	Nil	Nil	R46,00	N/A	R77,00 (Optional)
<b>MANAGER</b>	<b>UASA/AGENCY FEE</b>					
Manager only .....	R48,00	R13,50	R42,00	R10,00	R21,00	R52,00 each
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R16,00	R31,00	R78,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R13,00	R26,00	R64,00 each
Thereafter .....	R48,00	R13,50	R42,00	R15,00	R31,00	R77,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT and SETA qualification .....	R48,00	R13,50	R42,00	R 9,00	R19,00	R47,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 6,00	R12,00	R30,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R48,00	R13,50	R42,00	R 4,00	R 8,00	R19,00 each
<b>LEARNER—MODULES</b>						
Module 0 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R31,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R32,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R34,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R36,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 8,00	R15,00	R38,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R41,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 9,00	R17,00	R43,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 6,00	R13,00	R32,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R36,00 each
Standard 11–15 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R39,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
First year of experience .....	R48,00	R 9,00	R23,50	R 9,00	R18,00	R45,00 each
Thereafter .....	R48,00	R13,50	R35,00	R11,00	R22,00	R55,00 each
<b>RECEPTIONIST</b>						
First year of experience .....	R48,00	R 9,00	R23,50	R11,00	R23,00	R57,00 each
Thereafter .....	R48,00	R13,50	R35,00	R14,00	R27,00	R68,00 each
<b>OPERATOR</b> .....	R48,00	R 7,00	R16,50	R 7,00	R15,00	R37,00 each
<b>GENERAL ASSISTANT</b> .....	R48,00	R 7,00	R16,50	R 7,00	R13,00	R33,00 each
<b>CASUAL EMPLOYEE PART TIME EMPLOYEE</b>	Contributions for casual/part time employees shall be as specified above for that category of employee					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL****CONTRIBUTION SCHEDULE****(Clause 22)**

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR AREA 4, WHICH MEANS THE MAGISTERIAL DISTRICTS OF PORT ELIZABETH AND UITENHAGE

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
<b>ESTABLISHMENT</b> .....	EOHCB	/Agency Fee				
EOHCB Subscriptions.....	R130,00					
Basic establishment charge.....		R 52,00				
Total minimum charge.....		R102,00				
Working Employer (Providend Fund is optional) .....	N/A	Nil	Nil	R42,00	N/A	R71,00 (Optional)
<b>MANAGER</b> .....	UNION/AGENCY FEE					
Manager only .....	R48,00	R13,50	R42,00	R13,00	R26,00	R65,00 each
Manageress/Hairdresser.....	R48,00	R13,50	R42,00	R16,00	R32,00	R80,00 each
<b>HAIRDRESSER—QUALIFIED</b> .....	UNION					
First year after qualifying .....	R48,00	R13,50	R42,00	R12,00	R25,00	R62,00 each
Thereafter .....	R48,00	R13,50	R42,00	R14,00	R28,00	R71,00 each
<b>AFRO HAIRDRESSER/STYLIST</b> .....						
With COTT or SETA qualification.....	R48,00	R13,50	R42,00	R10,00	R19,00	R48,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 6,00	R12,00	R30,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R48,00	R13,50	R42,00	R 4,00	R 8,00	R20,00 each
<b>LEARNER—MODULES</b> .....						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R31,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 7,00	R13,00	R33,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R34,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 7,00	R14,00	R36,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R37,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R39,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 8,00	R16,00	R41,00 each
<b>LEARNER—UNIT STANDARDS</b> .....						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 7,00	R13,00	R33,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 7,00	R15,00	R37,00 each
Standard 11–15.....	R48,00	R 9,00	R23,50	R 8,00	R 8,00	R40,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b> .....						
First year of experience .....	R48,00	R 9,00	R23,50	R 9,00	R18,00	R46,00 each
Thereafter .....	R48,00	R13,50	R35,00	R12,00	R24,00	R59,00 each
<b>RECEPTIONIST</b> .....						
First year of experience .....	R48,00	R 9,00	R23,50	R10,00	R21,00	R52,00 each
Thereafter .....	R48,00	R13,50	R35,00	R13,00	R25,00	R63,00 each
<b>OPERATOR</b> .....	R48,00	R 7,00	R16,50	R 8,00	R17,00	R41,00 each
<b>GENERAL ASSISTANT</b> .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R36,00 each
<b>CASUAL EMPLOYEE</b> <b>PART TIME EMPLOYEE</b>	Contributions for casual/part time employees shall be as specified above for that category of employee.					

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**

(semi-national)

**CONTRIBUTION SCHEDULE**

(Clause 22)

**SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR  
THE MAGISTERIAL DISTRICT OF BLOEMFONTEIN (AREA 5)**

*(Effective from 1 July 2006)*

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)	
		Employer	Employee	Employer	Employee		
EOHCB Subscriptions (S. Gauteng) .....	R105,00	/ Agency Fee					
Basic establishment charge .....		R 52,00					
Total minimum charge .....		R102,00					
Working Employer (Providend Fund is optional)	N/A	Nil	Nil	R26,00	N/A	R43,00 (Optional)	
MANAGER	UNION/AGENCY FEE						
Manager only .....	R48,00	R13,50	R42,00	R10,00	R21,00	R52,00 each	
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R10,00	R21,00	R52,00 each	
HAIRDRESSER—QUALIFIED							
First year after qualifying .....	R48,00	R13,50	R42,00	R 7,00	R15,00	R36,00 each	
Thereafter .....	R48,00	R13,50	R42,00	R 9,00	R17,00	R43,00 each	
AFRO HAIRDRESSER/STYLIST							
With COTT and SETA qualification .....	R48,00	R13,50	R42,00	R 7,00	R15,00	R37,00 each	
With informal qualifications .....	R48,00	R13,50	R42,00	R 5,00	R10,00	R25,00 each	
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R48,00	R13,50	R42,00	R 3,00	R 6,00	R15,00 each	
LEARNER—MODULES							
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 4,00	R 8,00	R21,00 each	
Module 1 .....	R48,00	R 7,00	R16,50	R 4,00	R 9,00	R22,00 each	
Module 2 .....	R48,00	R 7,00	R16,50	R 5,00	R 9,00	R23,00 each	
Module 3 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R25,00 each	
Module 4 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R26,00 each	
Module 5 .....	R48,00	R 9,00	R23,50	R 6,00	R11,00	R28,00 each	
Module 6 .....	R48,00	R 9,00	R23,50	R 6,00	R12,00	R29,00 each	
LEARNER—UNIT STANDARDS							
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 4,00	R 8,00	R22,00 each	
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R26,00 each	
Standard 11–15 .....	R48,00	R 9,00	R23,50	R 6,00	R11,00	R29,00 each	
MANICURIST & BEAUTY CULTURIST							
First 3 months .....	R48,00	R 7,00	R16,50	R 3,00	R 7,00	R17,00 each	
Second 3 months .....	R48,00	R 9,00	R16,50	R 4,00	R 8,00	R20,00 each	
Third 3 months .....	R48,00	R 9,00	R23,50	R 5,00	R10,00	R25,00 each	
Thereafter .....	R48,00	R13,50	R35,00	R 7,00	R15,00	R37,00 each	
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R 7,00	R15,00	R37,00 each	
JUNIOR OPERATOR .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R30,00 each	
SENIOR OPERATOR .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R35,00 each	
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 4,00	R 7,00	R18,00 each	
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee						

**HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL**

(semi-national)

**CONTRIBUTION SCHEDULE**

(Clause 22)

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT FUND CONTRIBUTIONS FOR THE MAGISTERIAL DISTRICT OF KIMBERLEY (AREA 5)

**(Effective from 1 July 2006)**

Category	Subs	Bargaining Council		Sick Pay Fund		Prov. Fund (equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	
EOHCB Subscriptions (S. Gauteng) .....	R55,00	/ Agency Fee				
Basic establishment charge .....		R 52,00				
Total minimum charge .....		R102,00				
Working Employer (Providend Fund is optional) .....	N/A	Nil	Nil	R26,00	N/A	R43,00 (Optional)
<b>MANAGER</b>	<b>UNION/AGENCY FEE</b>					
Manager only .....	R48,00	R13,50	R42,00	R10,00	R21,00	R52,00 each
Manageress/Hairdresser .....	R48,00	R13,50	R42,00	R10,00	R21,00	R52,00 each
<b>HAIRDRESSER—QUALIFIED</b>						
First year after qualifying .....	R48,00	R13,50	R42,00	R 7,00	R15,00	R36,00 each
Thereafter .....	R48,00	R13,50	R42,00	R 9,00	R17,00	R43,00 each
<b>AFRO HAIRDRESSER/STYLIST</b>						
With COTT and SETA qualification .....	R48,00	R13,50	R42,00	R 7,00	R15,00	R37,00 each
With informal qualifications .....	R48,00	R13,50	R42,00	R 5,00	R10,00	R25,00 each
An employee who does one or more of the following: Braiding, plaiting, haircutting or extensions .....	R48,00	R13,50	R42,00	R 3,00	R 6,00	R15,00 each
<b>LEARNER—MODULES</b>						
Before completing module 1 .....	R48,00	R 7,00	R16,50	R 4,00	R 8,00	R21,00 each
Module 1 .....	R48,00	R 7,00	R16,50	R 4,00	R 9,00	R22,00 each
Module 2 .....	R48,00	R 7,00	R16,50	R 5,00	R 9,00	R23,00 each
Module 3 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R25,00 each
Module 4 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R26,00 each
Module 5 .....	R48,00	R 9,00	R23,50	R 6,00	R11,00	R28,00 each
Module 6 .....	R48,00	R 9,00	R23,50	R 6,00	R12,00	R29,00 each
<b>LEARNER—UNIT STANDARDS</b>						
Standard 1–5 .....	R48,00	R 7,00	R16,50	R 4,00	R 9,00	R22,00 each
Standard 6–10 .....	R48,00	R 9,00	R16,50	R 5,00	R10,00	R26,00 each
Standard 11–15 .....	R48,00	R 9,00	R23,50	R 6,00	R11,00	R29,00 each
<b>MANICURIST &amp; BEAUTY CULTURIST</b>						
First 3 months .....	R48,00	R 7,00	R16,50	R 3,00	R 7,00	R17,00 each
Second 3 months .....	R48,00	R 9,00	R16,50	R 4,00	R 8,00	R20,00 each
Third 3 months .....	R48,00	R 9,00	R23,50	R 5,00	R10,00	R25,00 each
Thereafter .....	R48,00	R13,50	R35,00	R 7,00	R15,00	R37,00 each
RECEPTIONIST/TELEPHONIST .....	R48,00	R13,50	R35,00	R 7,00	R15,00	R37,00 each
JUNIOR OPERATOR .....	R48,00	R 7,00	R16,50	R 6,00	R12,00	R29,00 each
SENIOR OPERATOR .....	R48,00	R 7,00	R16,50	R 7,00	R14,00	R35,00 each
GENERAL ASSISTANT .....	R48,00	R 7,00	R16,50	R 3,00	R 7,00	R17,00 each
CASUAL EMPLOYEE PART TIME EMPLOYEE	Contributions for casual/part time employees shall be as specified above for that category of employee					

**16. CLAUSE 25: STRIKES AND LOCKOUTS**

Substitute clause 25.2 with the following new clause:

- "25.2 The Bargaining 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."

**17. CLAUSE 33: AGENCY SHOP: EMPLOYEES' ORGANISATION**

Substitute clause 33.1 with the following new clause:

- "33.1 Every employer shall deduct weekly or monthly, as the case may be, from the remuneration or basic salary or wages of his employees, the agency fee equivalent to the trade union subscription fee as determined from time to time by the trade union; and shall forward, on the form specified in Annexure A of the Main Collective Agreement, the amount so deducted to the General Secretary of the Council, 15 Edward Street, Roodepoort, 1724, no later than the seventh day of each month following on the month in which the deductions were made.

The Council shall thereafter prepare an analysis of all amounts received from the employers by way of either membership fees or levies. The Council shall then be entitled to deduct a collection fee, which will be a percentage of the total of fees/levies collected, which percentage will be determined and agreed upon from time to time by the parties to the Council."

**18. ANNEXURE TO THE FORMER AGREEMENT**

18.1 Substitute Annexure B in the Former Agreement with the attached new Annexure B (Application for Registration of Establishment).

18.2 Substitute Annexure C in the Former Agreement with the attached new Annexure C (Commission of Agreement).

18.3 Substitute Annexure E in the Former Agreement with the attached new Annexure E (Remuneration/Basic Salary/Wage Register).

18.4 Add the attached new **Annexure H: Calculation of Leave Pay for Commission Earners.**

Signed at Roodepoort, for and on behalf of the Council, by the parties to the Council, by authority of a resolution, this 19 day of September 2006.

1. By the Chairman of the Council who warrants that he/she is duly authorized hereto

**PAUL BESTER (a UASA Official)**

2. By the Vice-Chairman of the Council who warrants that he/she is duly authorized hereto

Signatures

**DAVID THOMAS (an EOHCB Official – S. Gauteng)**

By the General Secretary of the Council who warrants that he/she is duly authorized hereto

Signatures

**JULIAN WOOD (General Secretary of the Council)**

Signatures

**ANNEXURE B**

**(Clauses 6.1 and 6.4 of the Main Collective Agreement)**

**H C S B C**

(Registered under the Labour Relations Act, No. 66 of 1995)

**(semi-national)**

Fax: (011) 760-1274

P.O. Box 1963, Roodepoort, 1725

Tel. (011) 760-1685

15 Edward Street, Roodepoort, 1724

**APPLICATION FOR REGISTRATION OF ESTABLISHMENT****Notes:**

- Answer ALL Questions;
- Blanks are NOT acceptable;
- If the answer to a question is the SAME as for a previous question, you need only refer to the question number under which the information was given.

1. Name under which business is carried on .....

2.1 Postal address: .....



2.2 Postal code: .....

3.1 Street address at which business is carried on:

.....  
.....  
.....

3.2 Suburb .....

3.3 Magisterial District .....

4.1 Type of business: (Hairdressing Salon, Nail Bar, other):

.....

4.2 Telephone number: Dialling Code: ..... (No.) .....

5.1 Contact person .....

5.2 Tel. Nos. (W) ..... (H) .....

6. Full names of Proprietor/Legal Owner .....

Legal personality of establishment (tick the correct classification)

.....Sole Proprietor .....Partnership .....Company

.....Close Corporation (CC) .....Trading Trust

6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of members (in the case of a CC). In the case of a company, specify whether a director or a controlling shareholder OR in the case of a trust, specify the trustees:

.....  
.....  
.....  
.....  
.....

7.1 Full names of Bookkeeper/Accounting Officer:

.....

7.2 Address of Bookkeeper/Accounting Officer:

.....

7.3 Postal code .....

7.4 Tel. Nos. (W) ..... (H) .....

8. Tick whether this is—

8.1 .....only a change of name of an existing business;

8.2 .....an existing business which has been acquired by a new owner;

**if so, specify the name under which the business was formerly carried on:**

.....

**and give the following details:**

Full name/s of previous owner/s .....

.....

Present address of previous owner/s .....

.....

.....

Date on which the business was taken over .....

8.3 .....an entirely new business; **if so**, specify date on which business commenced.....

9. Particulars for Registration Certificate (**tick one for each group**):

.....Afro                      .....Caucasian                      .....Both  
 .....Ladies                      .....Gents                      .....Unisex

10.1 Particulars of person in day-to-day control of the provision of hairdressing and cosmetology services in the business if the proprietor/legal owner is not a qualified hairdresser:

Full names.....

10.2 Address.....

10.3 Tel. Nos (W) ..... (H) .....

11. Does every hairdresser whose name appears on the List of Employees hereafter have a certificate to practise hairdressing? YES/NO .....

**If the answer is NO**, specify the name/s of those who do not have a certificate:

12. Specify each address at which business is carried on:

- (1) .....  
 (2) .....  
 (3) .....  
 (4) .....  
 (5) .....

I, the undermentioned **legal owner**, do hereby warrant that the establishment to which this application relates is—

1. not used for any purpose other than the provision of hairdressing and cosmetology services, unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith; and
2. not used as a training institution in contravention of clause 8.3 of this Agreement.

Furthermore, I undertake at all times to comply with all the provisions of the Main Collective Agreement.

Signed by (or on behalf of) the legal owner (the employer), who hereby warrants his authority so to sign, at....., this ..... day of ..... 20 .....

(PRINT NAMES IN FULL)

Signature of legal owner (employer)

Date

## ANNEXURE

(Clauses 6.1 & 6.4 of Main)

H C S B C

(Registered under the Labour Relations Act, No. 66 of 1995)

**Hairdressing & Cosmetology Services BARGAINING COUNCIL (semi-national)**

FAX: (011) 760-1274

PO BOX 1963, ROODEPOORT, 1725

TEL: (011) 760-1685

15 EDWARD STREET, ROODEPOORT, 1720

### LIST OF EMPLOYEES

N.B. PARTICULARS OF EVERY EMPLOYEE OF THE EMPLOYER MUST BE GIVEN HEREUNDER

EMPLOYER'S & EMPLOYEE'S INFORMATION	Date engaged	Previous establishment	Sex M/F	Occupation	Work code	Remuneration (Basic salary or PSC)	Party/ Non-party Member N/NP
Name .....							
Surname .....							
Address .....							
.....							
.....							
ID No. ....							
Tel No. ....							
Cell No. ....							
Name .....							
Surname .....							
Address .....							
.....							
.....							
ID No. ....							
Tel No. ....							
Cell No. ....							
Name .....							
Surname .....							
Address .....							
.....							

EMPLOYER'S & EMPLOYEE'S INFORMATION	Date engaged	Previous establishment	Sex M/F	Occupation	Work code	Remuneration (Basic salary or PSC)	Party/ Non-party Member N/NP
..... ID No..... Tel No..... Cell No.....							

Work Code:      FQ—Female Qualified      AP—Apprentice (E.G. AP1 is Apprentice with Module 1)  
                      MQ—Male Qualified      MC—Manicurist OR Beauty Culturist  
                      RC—Receptionist      OP—Operator  
                      GA—General Assistant

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 Employer

**ANNEXURE C****(Clause 11.1 and 11.5 of the MAIN Collective Agreement)****H C S B C**

(Registered under the Labour Relations Act, No. 66 of 1995)

**(semi-national)**

Fax: (011) 760-1274

Tel: (011) 760-1685

P.O. Box 1963, ROODEPOORT, 1725

15 EDWARD STREET, ROODEPOORT, 1724

**COMMISSION AGREEMENT**

Commission Agreement between—

.....  
(*"the employer"*).....  
(*"the employee"*)

1. Date of commencement of employment .....
2. **Rate of commission on services [Personal Services Commission (PSC)]**
- 2.1 Rate of **Personal Services Commission**: 40% (per cent).  
(**Note:** A higher rate of Personal Services Commission may be paid. If that is the case specify the higher rate here: .....% (per cent).)
- 2.2 The employee shall be entitled to monthly **Personal Services Commission** at the rate set out above on his or her gross takings. (**If the establishment has registered for VAT, VAT must be deducted from the gross takings.**)
- 2.3 For the purposes of this Commission Agreement "takings" does not include sales of hairdressing products.
- 2.4 From the gross takings of the employee in this clause, the employer may NOT deduct the cost of any products used by the employee in rendering hairdressing and cosmetology services to clients.
3. **Rate of commission on product sales (Retail Commission).**
- 3.1 Rate of Retail Commission: **5% (per cent)**.  
(**Note:** A higher rate of Retail Commission may be paid. If that is the case specify the higher rate here: .....% (per cent).)
- 3.2 In respect of the sale of hairdressing products the employee shall be entitled to monthly commission on total sales made by him or her at the rate specified above. (**If the establishment has registered for VAT, VAT must be deducted from the product sales.**) The said sales shall be calculated at retail selling price less VAT calculated in accordance with the following formula:

$$a \times \frac{b}{(b + 100)}$$

Where—

a = retail selling price including VAT; and

b = rate of VAT.

4. Date in the month on which commission is payable .....
5. Agreed number of days; notice of cancellation .....

Signed at ..... this ..... day of ..... 20 .....

.....  
(*"the employer"*).....  
(*"the employee"*)**AS WITNESSES:**

1. ....
2. ....

**NOTE:** The period in (5) above may not be less than six days.

# ANNEXURE E

(Clause 13.1 of the MAIN Collective Agreement)

## HAIR DRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL

### REMUNERATION/BASIC SALARY/WAGE REGISTER

BUSINESS	TAX YEAR	LEAVE RECORDS			
SURNAME	DATE STARTED	FROM	TO	DAYS	BAL
FIRST NAMES	DATE LEFT				
ID NUMBER	MARITAL STATUS				
UIF CARD	DEPENDANTS MED AID:				
ADDRESS					
TAX CODE					

MONTH	TOTAL REMUNERATION								DEDUCTIONS					
	BASIC SALARY	COMM. PSC/Retail	LEAVE PAY	ALLOW.	ABSENT	GROSS PAY	TAX	UIF	UNION	Bargaining Council	SICK PAY	PROV. FUND	TOTAL DED.	NETT PAY
MARCH														
APRIL														
MAY														
JUNE														
JULY														
AUGUST														
SEPT.														
OCT.														
NOV.														
DEC.														
JAN.														
FEB.														
TOTALS														

IRP5 CERTIFICATE NOS

**ANNEXURE E (Continued ....)—Clause 13.1 of the Main Collective Agreement**

## OVERTIME WORKED

Day of the week	Hours worked
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
<b>Total overtime hours</b>	
<b>Overtime rate per hour</b>	
<b>Amount due</b>	

I, ..... certify that this information is correct.  
(Employer's Name)

Signature .....

Date .....

**PAY**

Earnings
Amount from ordinary work
Amount from overtime work
Any other allowance
<b>Total</b>
Less deductions
PAYE
Canteen
Loan
Other
<b>Total take home pay</b>

## ANNEXURE H

(Clause 16.29 of the Main Collective)

## CALCULATING LEAVE PAY for COMMISSION EARNERS

In terms of legislative changes, employees' leave pay MUST be calculated on their TOTAL remuneration which, in the case of commission earners, INCLUDES commission earnings. We should therefore like to inform YOU that the National Offices of UASA (the Union) and EOHCB (the employers' organisation) recently negotiated and **AGREED** that an Average Personal Services Commission of **20%** (based on commission earned during the preceding 12 months) **ALSO** be used when calculating **LEAVE PAY** for commission earners, **in addition** to the current normal leave pay (calculated on the basic salary). **This is effective on the entire Industry on a NATIONAL basis with effect from 1 March 2006.**

**NOTE: PSC (Personal Services Commission) means commission paid to employees for services rendered and does NOT include Retail Commission.**

In order to assist employers with these calculations we list some examples hereunder.

**Firstly you will need to calculate an employee's average commission for the PAST 12 months.**

<b>PERSONAL SERVICES COMMISSION (PSC) EARNED for the MONTH OF:</b> (BEFORE normal deductions) [for e.g. PAYE, Council Levies, Funds Contributions, Union & EOHCB Subs, etc]	<b>Monthly PSC BEFORE</b> normal deductions
PSC Earned during <b>JANUARY</b> .....	R 3 015
PSC Earned during <b>FEBRUARY</b> .....	R 4 500
PSC Earned during <b>MARCH</b> .....	R 3 000
PSC Earned during <b>APRIL</b> .....	R 2 500
PSC Earned during <b>MAY</b> .....	R 2 700
PSC Earned during <b>JUNE</b> .....	R 4 250
PSC Earned during <b>JULY</b> .....	R 2 000
PSC Earned during <b>AUGUST</b> .....	R 350
PSC Earned during <b>SEPTEMBER</b> .....	R 1 500
PSC Earned during <b>OCTOBER</b> .....	R 1 600
PSC Earned during <b>NOVEMBER</b> .....	R 1 750
PSC Earned during <b>DECEMBER</b> .....	R 5 000
<b>Total PSC (Personal Services Commission) for the year (12 mths)</b>	<b>R32 165</b>

**EXAMPLE 1: (When a commission-earner takes Normal ANNUAL Leave)**

(Either 1-7\*\* or 7 + OR 18 OR 24 Working Days' Leave)

**AVERAGE** Personal Services Commission per Month#

R 2 680,42#

(=Total Commission for year as shown above DIVIDED by 12 [months]) .....

# i.e. **R2 680,42 x 20% = Leave Remuneration on PSC** .....

R 536,08\*

After calculating 20% of the employee's Average PSC (as shown above) DIVIDE the resulting figure by 26 (i.e. the Average No. of days worked in a Month), then MULTIPLY this by the No. of days' leave taken by the employee (either 1-7\*\* working days or 18 working days [3 weeks' leave] or 24 working days [4 weeks' leave] [in the case of an employee employed for longer than 5 years]). Then **ADD** to this their leave pay calculated on the basic salary as reflected in the Remuneration/Basic Salary/Wage Schedules for that category of employee. (SEE BELOW).

**\*\* EXCEPT in the case of an employee who takes ad-hoc leave of 7 days or less, where the PSC (Personal Services Commission) earned by that employee during the specific month when leave is taken is either the same as, or higher than, their average PSC (Personal Services Commission), in which case their leave pay shall be calculated only on their basic salary as contained in the Remuneration/Basic Salary/Wage Schedules for that category of employee.**

**EXAMPLES OF HOW TO CALCULATE LEAVE PAY FOR 1-7 DAY'S LEAVE:****Employee takes 1 days' LEAVE in January:**

Employee's average PSC earnings → R2 680,42#

(their past 12 mths commission divided by 12) (per example ABOVE).

Employee's commission for January = R2 680,42 (i.e. the same as their average PSC) **or** R2 700,00 (HIGHER than their average PSC)

**Then leave pay due to employee → R162,46** (Daily leave pay on basic **ONLY**)

(i.e. basic salary of R4 224 divided by 26 days [daily rate] x 1 [No. of days' leave])

**OR IF** Employee's commission for January => R2 500,00 (i.e. **LESS** than their average PSC)

**Then leave pay due to employee → R183,08** (Daily leave pay on basic & PSC)

(i.e. Leave pay on basic of R162,46/day PLUS PSC Leave Pay of R20,62/Day\* x1 [No. of days' leave])



**Employee takes 2/3 days' LEAVE in January:**

Employee's average PSC earnings → R2 680,42#

(their past 12 mths commission divided by 12) (per example ABOVE)

Employee's Commission for January = R2 680,42 (i.e, the SAME AS their average PSC) or R2 700,00 (HIGHER than their average PSC)

**Then leave pay due to employee → R324,92 for 2 days' leave or R487,38 for 3 days' leave**

(i.e, Basic salary of say of R4 224 divided by 26 days [daily rate] x 2/3 [No. of days' leave])

**OR IF** Employee's commission for January ⇒ R2 500,00 (i.e, LESS than their average PSC)**Then leave pay due to employee → R366,16 for 2 days' leave or R549,24 for 3 days' leave**

(Leave pay on basic of R162,46/day PLUS PSC leave pay of R20,62/day x 2/3 [No. of days' leave])

**Employee takes 4/5 days' LEAVE in January:**

Employee's average PSC earnings → R2 680,42#

(their past 12 mths commission divided by 12) (per example ABOVE).

Employee's commission for January = R2 680,42 (i.e, the SAME AS their average PSC) or R2 700,00 (HIGHER than their average PSC)

**Then leave pay due to employee → R649,84 for 4 days' leave or R812,30 for 5 days' leave**

(i.e, Basic salary of R4 224, divided by 26 days [daily rate] x 4/5 [No. of days' leave])

**OR IF** Employee's commission for January ⇒ R2 500,00 (i.e, LESS than their average PSC)**Then leave pay due to employee → R732,32 for 4 days' leave or R915,40 for 5 days' leave**

(Leave pay on basic of R162,46/day PLUS PSC leave pay of R20,62/day x 4/5 [No. of days' leave])

**Employee takes 6/7 days' LEAVE in January:**

Employee's average PSC earnings → R2 680,42#

(their past 12 mths commission divided by 12) (per example in May 2006 Notice)\*

Employee's commission for January = R2 680,42 (i.e, the SAME AS their average PSC) or R2 700,00 (HIGHER than their average PSC)

**Then leave pay due to employee → R974,76 for 6 days' leave or R1 137,22 for 7 days' leave**

(i.e, Basic salary of R4 224 divided by 26 days [daily rate] x 6/7 [No. of days' leave])

**OR IF** Employee's commission for January ⇒ R2 500,00 (i.e, LESS than their average PSC)**Then leave pay due to employee → R1 098,48 for 6 days' leave or R1 281,56 for 7 days' leave**

(Leave pay on basic of R162,46/day PLUS PSC leave pay of R20,62/day x 4/5 [No. of days' leave])

**To CALCULATE leave pay due for three weeks' (18 working days') leave:****Leave pay calculation based on commission earners' PSC EARNINGS:**

\*(i.e. R536.08) divided by 26 (days) = R20.62 (daily rate)

MULTIPLIED by No. of days' leave i.e. x 18 x 18 = 3 weeks' leave:

R371.16

**ADD Leave pay calculated on prescribed BASIC SALARY:**

R4 224 divided by 26 (days) = R162.46 (daily rate)

MULTIPLIED by No. of days leave i.e. x 18 = 3 weeks' leave:

R2 924.28

(daily rate on basic)

**THEREFORE: TOTAL leave pay due for three weeks' (18 working days') leave:**

(Leave pay due to employees employed for LESS than 5 years)

Daily PSC rate x 18 days' leave

PLUS daily rate on basic x 18 days' leave i.e. R371.16 + R2 924.28

R3 295.44

**To CALCULATE leave pay due for four weeks' (24 working days') leave:****Leave pay calculation based on commission earners' PSC EARNINGS:**

\*(i.e. R536.08) divided by 26 (days) = R20.62 (daily rate)

MULTIPLIED by No. of days' leave i.e. x 24 x 24 = 4 weeks' leave:

R494.88

**ADD Leave pay calculated on prescribed BASIC SALARY:**

R4 224 divided by 26 (days) = R162.46 (daily rate)

MULTIPLIED by No. of days leave i.e. x 24 = 4 weeks' leave:

R3 899.04

(daily rate on basic)

**THEREFORE: TOTAL leave pay due for four weeks' (24 working days') leave:***(Leave pay due to employees employed for 5 years or MORE)*

(CI 16.2 of our Collectives: An employee who has completed 5 continuous years' service with an employer, though not necessarily with the same employer, shall be entitled, on completion of the 5th year of employment, to 24 working days' leave on full pay.)

Daily PSC rate x 24 days' leave PLUS daily rate on basic x 24 days' leave i.e. R494.88 + R3 899.04	R4 393.92
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**CALCULATING PRO RATA LEAVE PAY FOR COMMISSION EARNERS WHO RESIGN:***(When a commission earner RESIGNS and pro-rata leave is OWED)*

*(Example below based on six months' service with a START date of 1 January and an END date of 30 June)*

Total Personal Services Commission for the six months worked IF employee has <u>ONLY</u> worked for a period of six months. IF they have been in your employ <u>longer</u> than one year you must then still use the average for the past <u>12 months</u> )	R19 965
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<b>AVERAGE</b> Personal Services Commission per month ** (= Total commission for the six months worked <u>DIVIDED</u> by six [months])	**R3 327,5
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** (R3 327,5) x 20% = <u>Leave remuneration on PSC:</u>	##R665,50
---------------------------------------------------------	-----------

<b>Leave Pay on PSC for six months' service (1 Jan to 30 Jun):</b> ##(R665,50) divided by 26 (days) = R25,60 ( <u>daily rate</u> ) x six (days) = R153,58 ( <u>weekly rate</u> ) divided by 17 = R9,03 ( <u>Pro rata leave rate</u> ) x 25 (the No. of Saturdays worked from 1st January to 30th June)	R225,85 ( <u>Pro rata leave pay due on PSC</u> )
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------

**ADD**

Leave Pay calculated on basic salary, for e.g. R4 224 divided by 26 (days) = R162,46 ( <u>daily rate</u> ) x six (days) = R974,77 ( <u>weekly rate</u> ) divided by 17 = R57,34 ( <u>Pro rata leave rate</u> ) x 25 (the No. of Saturdays worked from 1st January to 30th June)	R1 433,38 ( <u>Pro rata leave pay due on basic</u> )
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

<b>TOTAL leave pay (due for six months' service: (1 Jan to 30 Jun):</b> R225,85 (Pro rata leave pay due on PSC) + R1 433,38 (Pro rata leave pay due on basic salary)	R1 659,23
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IF the employee has worked for more than 1 year and then resign in their 2nd year and they are only owed leave for 1/2 the year i.e. from 1st January to 30th June the figures would obviously be different as one must then use their average commission earnings for the past 12 months e.g.

<b>Total commission for year (12 mths)</b>	R32 165
--------------------------------------------	---------

<b>AVERAGE</b> Personal Services Commission per month* (= Total commission for year as shown above <u>DIVIDED</u> by 12 [months])	*R2 680,42
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*(R2 680,42) x 20% = <u>Leave remuneration on PSC earnings#</u>	#R536,08
-----------------------------------------------------------------	----------

<b>Leave pay on PSC for six months' service (1 Jan to 30 Jun):</b> #(R536,08) divided by 26 (days) = R20,62 ( <u>daily rate</u> ) x six (days) = R123,71 ( <u>weekly rate</u> ) divided by 17 = R7,28 ( <u>Pro rata leave rate</u> ) x 25 (the No. of Saturdays worked from 1st January to 30th June)	R181,93 ( <u>Pro rata leave pay due on PSC</u> )
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------

**ADD**

Leave pay calculated on basic salary, e.g. R4 224 divided by 26 (days) = R162,46 ( <u>daily rate</u> ) x six (days) = R974,77 ( <u>weekly rate</u> ) divided by 17 = R57,34 ( <u>Pro rata leave rate</u> ) x 25 (the No. of Saturdays worked from 1st January to 30th June)	R1 433,38 ( <u>Pro rata leave pay due on basic</u> )
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**TOTAL leave pay due for remaining six months' service:**  
**(for employee who worked for 1½ years) (1 Jan to 30 Jun)**  
R181,93 (Pro rata leave pay due on commission earned)  
+ R1 433,38 (Pro rata leave pay due on basic salary)

**R1 615,31**

## **IMPORTANT NOTICE**

**GPW wishes to apologise for any confusion created by our previous notice concerning the method of payment (*herewith the corrected version of the notice*):**

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EXECUTIVE DIRECTOR: MARKETING**

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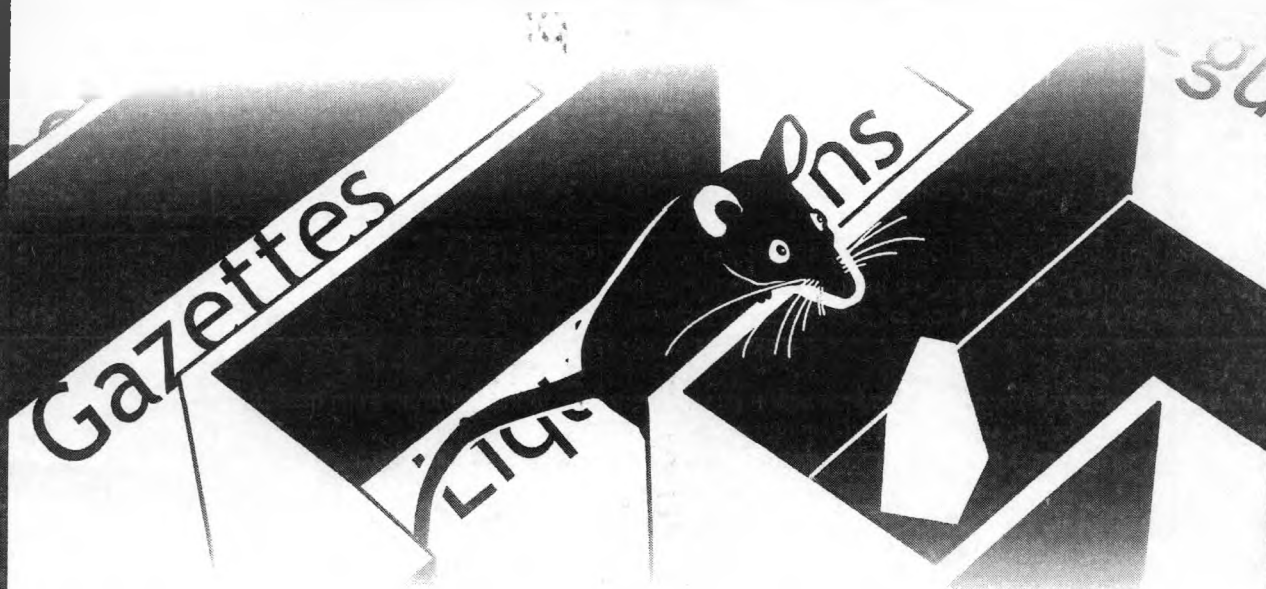
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