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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 355

17 May 2013

LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **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 **27 May 2013** and for the period ending 31 December 2013.

MN OLIPHANT
MINISTER OF LABOUR

UMNYANGO WEZABASEBENZI**No. R. 355****Usuku 17-05-2013****UMTHETHO WOBUDLELWANO WEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YOSIZO LOKULUNGISWA KWEZINWELE KANYE NOBUHLE
UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI SABAQASHI NABASEBENZI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhanywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yosizo lokulungiswa Kwezinwele Kanye Nobuhle**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomhlaka **27 kuNhlabha 2013** kuze kube mhlaka 31 kuZibandlela 2015.

MN OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (Semi National)

MAIN COLLECTIVE AGREEMENT

in accordance with the Labour Relations Act No. 66 of 1995, as amended

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SCHEDULE
HAIRDRESSING AND COSMETOLOGY SERVICES
BARGAINING COUNCIL
(Semi-National)

MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995, being the MAIN AGREEMENT, entered into by and between the:

Employers' Organisation for Hairdressing, Cosmetology & Beauty (EOHCB)
(hereinafter referred to as "the employers" or "the employers' organisations" of the one part)

and the:

UASA – THE UNION
(hereinafter referred to as "the employees" or "the trade union" of the other part.)

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")

to regulate the terms and conditions of employment in the Industry.

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' organisations 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 Province of Gauteng (excluding the Magisterial Districts of Pretoria, Wonderboom & Cullinan and Bronkhorstspuit);

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

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

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

1.1.2.5 "area 5" which means the Province of the Free State and the Magisterial District of 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 Provisions of clauses 1.1.1; 2 and 22.7 of this Agreement shall not apply to non-parties.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation for:

- a) Parties with effect from 1 January of every year.
- b) For non-parties with effect from such date as may be fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995.

(2) The Agreement shall remain in force until 31 December 2013.

3. DEFINITIONS

Any expression used in this Collective Agreement which is defined in the Act has the meaning assigned to it in the Act. The masculine includes the feminine and vice versa and the singular includes the plural:

3.1 **"the Act"** means the Labour Relations Act, No. 66 of 1995;

3.2 **"afro hairdresser"** means an employee who has a COTT or SSETA Certificate;

3.3 **"afro hairdresser with an informal qualification"** means an employee with a certificate from an informal training sector;

3.4 **"agreement"** or **"collective agreement"** or **"industrial agreement"** means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions, on the one hand and, on the other hand –

3.4.1 one or more employers;

3.4.2 one or more registered employers' organisations; or

3.4.3 one or more employers and one or more registered employers' organisations;

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 **"Barber"** means an employee performing any one or more of the following services: Clipper cuts, dry and wet razor shaving of facial hair and head hair including beards and moustages, hot towels treatment, facial massages, wet and dry cutting of the hair, singeing and dry or wet blow drying hair. A barber will not be performing chemical services. The services must be performed on male clients predominantly.
- 3.7 **"Barbering Services"** means barbering services that can only be rendered when a salon provides barbering services to its clients.
- 3.8 **"Trainee Barber"** means an employee who has never performed the functions and duties of a barber and is in training in a salon as a barber for a period not exceeding 6 (six) months.
- 3.9 **"Junior Barber"** means an employee who has been engaged in rendering barbering services as a barber for a period of more than 6 (six) months and less than 1 (one) year.
- 3.10 **"Senior Barber"** means an employee who has rendered barbering services as a barber for a period of 1 (one) year or more.
- 3.11 **"Basic Conditions of Employment Act"** or **"BCEA"** means the Basic ; Conditions of Employment Act, No. 75 of 1997;
- 3.12 **"CCMA"** means the Commission for Conciliation, Mediation and Arbitration;
- 3.13 **"COTT"** means the Central Organisation for Trade Testing;
- 3.14 **"casual employee"** means any employee who substitutes for any permanent employee who is employed in the manner and for the purpose described in clause 9.3;
- 3.15 **"certificate to practise hairdressing"** means a qualification certificate issued by COTT or SSETA;
- 3.16 **"commission"** means the amount of money due to an employee in terms of a commission agreement between an employer and employee;
- 3.16.1 **"Personal Services Commission"** or **"PSC"** means commission paid on services provided by the individual in person, including services provided by other 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.
- 3.16.2 **"Retail Commission"** means commission paid to an employee in respect of the sale of hairdressing products.
- 3.17 **"commissioner"** means any person appointed by the governing body of the CCMA in terms of section 117 of the Labour Relations Act, No. 66 of 1995;
- 3.18 **"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.

3.19 **"cosmetology"** means any one or more of the services usually performed by a manicurist or beauty culturist, or cosmetician or cosmetologist in an establishment and includes, but is not limited to-

- 3.19.1 manicure, pedicure, nail technology, or the application of artificial nails or nail extensions, whatever the substance used including acrylic, fibre glass or gel;
- 3.19.2 eyebrow shaping and plucking including the application of false or artificial eyebrows and eyelashes;
- 3.19.3 cosmetic and camouflage makeup of the face and its features, whether by permanent, semi-permanent or temporary means;
- 3.19.4 facial skin care;
- 3.19.5 removal of unwanted or superfluous hair from the head or face, by whatever means, other than shaving, but including waxing, chemical depilatories, electrical or mechanical means;
- 3.19.6 massage services in manicures, pedicures, facial treatments, back and neck, whole body or holistic treatment or any other form of massaging,

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

3.20 **"cosmetology services"** means any one or more or a combination of the operations generally and usually performed by nail technicians or beauty culturists or cosmeticians or cosmetologists or skincare therapist or somotologist or aestician or hairdresser.

3.21 **"designated agent"** means any person appointed by the minister in terms of section 33 of the Labour Relations Act, No. 66 of 1995;

3.22 **"establishment"** means any premises or workplace in which hairdressing and/or cosmetology services are normally rendered to members of the public for gain and includes the informal sector and private homes;

3.23 **"full time employee"** means someone who is employed for more than 28 hours and not more than 45 hours per week.

3.24 **"first year operator"** means an employee that has never worked in the industry as an operator,

3.25 **"general assistant"** means an employee who is employed in an establishment and who does one or more of the following :

- 3.25.1 cleaning and/or sweeping premises;
- 3.25.2 running errands;
- 3.25.3 providing refreshments to staff and clients of a salon;
- 3.25.4 sanitising and disinfecting tools, equipment and surfaces;
- 3.25.5 washing dishes;
- 3.25.6 doing laundry and ironing.

3.26 **"general secretary"** means the chief executive officer of the council;

- 3.27 **“hairstylist”** means any person who, in return for payment, in money and/or in kind, on his own account, or in partnership, or as an employee, performs, or directly or indirectly advertises that he performs, any one or more of the hairstyling and cosmetology services usually performed by a hairstylist;
- 3.28 **“hairstyling and cosmetology”** means any one or more of the hairstyling and cosmetology services usually performed by a hairstylist in an establishment, and includes, but is not limited to-
- 3.28.1 any service to the scalp or the hair of the head or face, including the following:
 - 3.28.1.1 shampooing, cleansing, conditioning and treating
 - 3.28.1.2 chemical reformation of the hair including permanent waving, relaxing and straightening of the hair;
 - 3.28.1.3 hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary processes, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high lifting tints or toners
 - 3.28.1.4 hair cutting and shaping;
 - 3.28.1.5 barbering services including shaving and singeing of hair;
 - 3.28.1.6 hair styling, designing, shaping, curling, waving including blow drying, styling, tonging, crimping, straightening and silking
 - 3.28.1.7 dreadlocks, weaving and braiding
- Whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;
- 3.28.2 massage or stimulative treatment of the face, scalp or neck;
 - 3.28.3 adding hair, either natural or artificial, including hair extensions, board work, postiche wig making, or performing any of the above operations on any wig or hairpiece to be worn by any person;
 - 3.28.4 trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair and scalp;
- 3.29 **“Hairstyling Beauty and Skincare Industry Pension Fund”** means the National Industry Pension Fund.
- 3.30 **“Independent Establishments”** mean those establishments that are not located in shopping malls/centers and/or not governed by a lease agreement within a retail operation.
- 3.31 **“Internal Arrangement”** means an arrangement or settlement reached within the bounds of a workplace between employer and employee.
- 3.32 **“learner”** or **“learner hairstylist”** means any employee who is in training Under a written learner ship contract registered with the SSETA, or who is in The process of applying for a learner ship contract in terms of the Skills Development Act, No. 97 of 1998, and includes a minor;

- 3.33 **"legal owner"** means the person or persons who are the sole proprietors, in a partnership, close corporation or company; and who own or rent or operate an establishment;
- 3.34 **"manager/ess"** means an employee who is employed to manage and oversee the day-to-day functions of the establishment, including-
- 3.34.1 quality control;
 - 3.34.2 staff management;
 - 3.34.3 training and development of staff or overseeing the training and development of staff;
 - 3.34.4 stock control;
 - 3.34.5 time management;
 - 3.34.6 marketing and promotions;
 - 3.34.7 administration, accounts and orders;
 - 3.34.8 grievance and disciplinary procedures;
 - 3.34.9 salon maintenance and security;
 - 3.34.10 housekeeping and running costs; and
 - 3.34.11 cash control;
 - 3.34.12 co-ordination.
- 3.35 **"minor"** means an employee who is 16 years or more, but who has not yet attained the age of majority, which is 18 years;
- 3.36 **"non-party"** means any employer or employee who is not a member of a registered employer's organisation or trade union which is party to the council;
- 3.37 **"non-scheduled employees"** means all other employees employed in an establishment for whom remuneration is not prescribed in this Agreement;
- 3.38 **"non-working employer"** means the owner of an establishment who is a legal or natural person, but who is not entitled to practice hairdressing;
- 3.39 **"operator"** means an employee who is employed in an establishment and who performs one or more of the following activities
- 3.39.1 draping, brushing, shampooing and/or towel drying client's hair;
 - 3.39.2 removing veils, pins, rollers, clips and other setting aids;
 - 3.39.3 preparing clients for highlighting of hair;
 - 3.39.4 applying instant conditioners, rinses or colour shampoos;
 - 3.39.5 placing clients under or removing clients from driers
 - 3.39.6 applying perm lotions;
 - 3.39.7 neutralising and rinsing perms and relaxers;
 - 3.39.8 assisting with foils, pulling out highlights and applying bleach over a highlight cap;
 - 3.39.9 giving clients scalp treatments by the application of any hairdresser treatment products prescribed by the manufacturer of that product, excluding any treatment performed by infra-red ray, ultra-violet ray, or thermo treatment;
 - 3.39.10 tinting and applying colour (permanent and semi-permanent) and applying toners and/or bleach;
 - 3.39.11 cleaning and/or sweeping premises;

- 3.39.12 running errands;
 - 3.39.13 providing refreshments to staff and customers of an establishment;
 - 3.39.14 sanitising and disinfecting tools, equipment and surfaces;
 - 3.39.15 washing dishes;
 - 3.39.16 doing laundry and ironing.
- 3.40 **"optional"** shall mean possible but not compulsory in other words left to personal choice and agreement.
- 3.41 **"part-time employee"** means an employee who is employed for not less than one day per week or not more than three days per week;
- 3.42 **"party"** means any employer or employee who is a member in good standing of a registered employers' organisation or trade union, which is party to the council;
- 3.43 **"premium"** means the payment of consideration, whatsoever the nature, in return for the training of any person in hairdressing;
- 3.44 **"qualified hairdresser"** means a person who-
- 3.44.1 has completed a learnership; or
 - 3.44.2 holds a trade test certificate issued by COTT or the SSETA; or
 - 3.44.3 holds a certificate of proficiency under the Training of Artisans Act, 1951; or
 - 3.44.4 holds any qualification which the council in consultation with the SSETA may recognize as a qualification, whether or not obtained in the Republic of South Africa; or
 - 3.44.5 holds a master's certificate of the employers' organization from any division thereof; or
 - 3.44.6 holds a certificate of competency in hairdressing issued by any bargaining council before the coming into force of this Collective Agreement;
- 3.45 **"Receptionist and/or telephonist"** means an employee who is employed In an establishment and who performs one or more of the following activities:
- 3.45.1 receives clients and/or books appointments;
 - 3.45.2 keep accounts and records;
 - 3.45.3 does any clerical work;
 - 3.45.4 handles cash;
 - 3.45.5 is responsible for counter sales;
 - 3.45.6 is responsible for stock control;
 - 3.45.7 is responsible for advertising and promotion;
 - 3.45.8 arranges merchandising displays;
 - 3.45.9 co-ordination;
- 3.46 **"multi-skilled operator"** means an employee who is employed in an establishment and who performs the same duties as those set out in 3.39 above, and includes blow-waving, setting and winding perms;

- 3.47 **“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;
- 3.48 **“representative”** means a person nominated by any party to represent a party to the council;
- 3.49 **“SDA”** means the Skills Development Act, No. 97 of 1998;
- 3.50 **“SSETA”** means the Services Sector Education and Training Authority;
- 3.51 **“scheduled employees”** means the category of employees for whom remuneration is prescribed in this Agreement;
- 3.52 **“secretary”** means the secretary of the council, acting under the directions of the general secretary, if the council has appointed a general secretary, and includes a deputy secretary, an assistant secretary or an acting secretary;
- 3.53 **“skin care industry”** means an industry which employers and their employees are associated for the purpose of rendering “cosmetology services” and including but not limited to cosmetic; camouflage; spa treatments; tattooing and/or painting of the face or full body features; whether by permanent or semi-permanent or temporary means in any establishments where such services are normally rendered to members of the public.
- 3.54 **“specialist afro hairdresser without recognized qualification”** means a person who does not hold any qualification in hairdressing, and who, wholly or mainly, performs one of the following tasks;
- 3.54.1 bradding, weaving or plaiting;
 - 3.54.2 cutting only;
 - 3.54.3 adding hair extensions only;
 - 3.54.4 dreadlocks
- 3.55 **“training provider”** means an institution accredited by the SSETA to provide accredited training registered with the South African Qualifications Authority;
- 3.56 **“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;
- 3.57 **“working employer”** means an employer who renders services at an establishment;

4 SECTOR AND AREA

The sector and area for which the council is established is hairdressing and cosmetology services ("the Industry"), as defined in the council's Certificate of Registration, and this Agreement applies only to persons who fall within the council's registered scope.

5 PROHIBITION OF CERTAIN ACTS

- 5.1 No legal owner may operate an establishment that is not registered with the Council.
- 5.1 No legal owner may carry on business at an establishment unless-
 - 5.2.1 it has been registered with the council;
 - 5.2.2 in the case of a hairdressing and/or cosmetology establishment where the legal owner is a non-working owner, at least one qualified certificate holder is employed;
 - 5.2.3 a certificate to practice hairdressing has been issued to every hairdresser in the employer's employment.
- 5.2 No employee may work as a hairdresser or cosmetologist unless the establishment in which he works has been registered with the council.
- 5.3 No person may perform any act defined under hairdressing in an establishment unless he is qualified to practise hairdressing, or is a learner, multi-skilled operator, or an operator.
- 5.4 No person under the age of 15 years may be engaged to perform any hairdressing and/or cosmetology service.

6 APPLICATION FOR REGISTRATION OF ESTABLISHMENT

- 6.1 Before commencing business in the Industry, every legal owner shall apply to the Council in the form specified in Annexure B for registration of his establishment. A separate application shall be completed in respect of every establishment owned or operated by an employer.
- 6.2 Every application for registration shall comply with clause 5, and the applicant shall not be a disqualified person. No disqualified person may own or operate an establishment.
- 6.3 For the purpose of this clause a disqualified person is any natural or legal person who, at the time of their application-
 - 6.3.1 owes any sum to any employee or former employee in the Industry in respect of remuneration or wages, which remain unpaid in contravention of this Agreement, and /or
 - 6.3.2 owes any sum of money to the council in contravention of any obligation under any of the council's collective agreements; and/or
 - 6.3.3 has failed to pay the contributions of any employee, whether wholly or in part, to any benefit fund in contravention of the terms of any of the council's collective agreements.

- 6.4 In the event of a change in any of the particulars referred to in the completed "Annexure B", an employer shall be required to notify the council thereof within 14 days of the change. Until the council has received notification of the change, the employer shall remain bound by the particulars of the business of which the council is aware, and in addition shall be liable for both the financial consequences of the failure to give notice and of the change.

7. CONTROL OF PREMISES

- 7.1 In the interests of promoting job creation and maintenance-
- 7.1.1 A legal owner who owns or rents or operates an establishment, may lease the premises in which the business is carried on jointly with any other person, including a partner who is engaged in the same business;
- 7.1.2 A legal owner who owns or rents or operates an establishment may Lease or sub-let any part of the premises in which the business is Carried on, or share those premises with any person, including Someone who is a hairdresser and it will not be a contravention of This sub clause if a hairdressing establishment shares premises with a cosmetologist.
- 7.2 A hairdresser or cosmetologist who is operating under such an arrangement shall register with the council as an independent legal owner of an establishment.
- 7.3 Every owner of an establishment, and every person in charge of an establishment, shall be obliged to disclose to a designated agent of the council, on demand, the name and address of the landlord of the premises in which the business is being carried on, and every such owner shall hereby be deemed to have consented to the disclosure by the landlord to the council of all relevant particulars of the lease of the premises.

8. TRAINING CONTRACTS

- 8.1 No employer may employ any person as a learner except under a learnership contract registered with the SSETA.
- 8.2 A learnership contract shall be:
- 8.2.1 in writing and signed personally by the learner or his/her legal guardian, and by the employer;
- 8.2.2 concluded within 90 days after the date of commencement of employment
- 8.2.3 in substantially the same form as the learnership contract prescribed by SSETA in terms of regulations made under the SDA.
- 8.3 An employer shall be forbidden to accept a premium for the training of any person as a hairdresser, except as authorised by the SSETA.
- 8.4 The council may authorise an employer to employ any person over the age of

16 years as a learner in any one of the fields of hairdressing recognised by the SSETA. The learnership contract shall be governed by the provisions of the SDA.

- 8.5 The training schedules specified by the SSETA for a learner engaged in hairdressing and cosmetology services shall apply to any training and the employer shall be obliged to ensure that the learner is provided with the training as prescribed by the SSETA from time to time.
- 8.6 The employer shall be obliged to give a learner time off to attend the courses that a learner would be obliged to undergo at a training institution. The provisions of the learnership agreement relating to the attendance of such courses shall apply with the changes required by the context.

9. SECURITY OF EMPLOYMENT

- 9.1 No employer may employ any employee to perform any hairdressing and/or cosmetology services other than as prescribed by this Collective Agreement.
- 9.2 An employer may not employ any person under the age of 15 years. A person over the age of 15, but under the age of 18 years may only be employed under the following circumstances :
- 9.2.1 in terms of the probation period as contained in his/her contract of employment;
 - 9.2.2 in terms of a learnership or learnership contract registered with the SSETA;
 - 9.2.3 as a qualified hairdresser with a certificate to practise hairdressing endorsed by "COTT";
 - 9.2.4 as a general assistant;
 - 9.2.5 as an operator;
 - 9.2.6 as a receptionist/telephonist.
- 9.3 Casual employees may only be employed to replace employees or working employers who are temporarily absent on any leave.
- 9.4 An employer who employs a casual employee shall-
- 9.4.1 notify the council in writing, of the employment of a casual employee, within 14 days of employing such a person; and
 - 9.4.2 notify the council in writing within 7 days of the termination of the services of the casual employee.
- 9.5 Until such time as an employer has notified the council of the engagement of a casual employee, that employee shall, for the purposes of all of the Collective Agreements operated by the council, be regarded as being in full time employment and shall be entitled to all the rights and subject to all the liabilities of a permanent employee.
- 9.6 No employer may employ any person as a hairdresser and/or cosmetologist unless that person is the holder of a valid and recognised qualification in hairdressing and/or cosmetology.

- 9.7 An employer shall be obliged every month to submit to the council on the form prescribed in Annexure A ("the return form") the full names of all persons employed in the establishment, including learners.
- 9.8 Every employer shall notify the council in writing within fourteen (14) days that an employee has left the employ of the employer. Until an employer has done so, that employer shall remain liable for the financial consequences of the employment of that employee, including those specified in clause 24 of this Agreement.
- 9.9 An employer shall-
- 9.9.1 provide each employee with a letter of appointment detailing:
 - 9.9.1.1 the employee's full names;
 - 9.9.1.2 date of commencement of service;
 - 9.9.1.3 the employee's job title;
 - 9.9.1.4 the remuneration or basic salary and/or personal services commission or wages for that job; and
 - 9.9.1.5 the normal hours of work;
 - 9.9.2 provide each employee with a copy of the employee's letter of appointment, signed by the employee and the employer, with witnesses thereto;
 - 9.9.3 retain in a safe place a copy of each such letter, signed by the employee and the employer, with witnesses thereto;
 - 9.9.4 make available copies of each letter for inspection by the designated agents of the council at all reasonable times.

10 PART-TIME EMPLOYEES

- 10.1 The working hours of part-time employees shall be as follows:
- 10.1.1 A part-time employee employed for one day per week may not be employed for more than nine hours per day;
 - 10.1.2 A part-time employee employed for two days per week may not be employed for more than nine hours per day and not more than 18 hours per week;
 - 10.1.3 A part-time employee employed for three days per week may not be employed for more than nine hours per day and not more than 27 hours per week.
- 10.2 An employer who employs a part-time employee shall notify the Council of that fact in writing within 14 days (or on the next return form) of employing such a person.
- 10.3 An employer who employs a part-time employee shall notify the council in writing within 14 days of the termination of the services of the part-time employee.
- 10.4 Until such time as an employer has complied with 10.2 and 10.3 that part-time employee shall be regarded as being a full-time employee for the purposes of all of the Collective Agreements operated by the Council, and shall be entitled to all of the rights and subject to all the liabilities of a full-time employee.

- 10.5 The remuneration 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.
- 10.6 The leave of part-time employees shall be as follows:
- 10.6.1 A part-time employee shall be entitled to one working day's leave for every 17 days worked;
 - 10.6.2 A part-time employee employed for one day per week shall be entitled to three working days' leave per year, calculated as follows:

$$1 \text{ day} \times 52 \text{ weeks} = 52 \text{ divided by } 17 = 3 \text{ days}$$
 - 10.6.3 A part-time employee employed for two days per week shall be entitled to six working days leave per year, calculated as follows:

$$2 \text{ days} \times 52 \text{ weeks} = 104 \text{ divided by } 17 = 6 \text{ days}$$
 - 10.6.4 A part-time employee employed for three days per week shall be entitled to nine working days' leave per year, calculated as follows:
$$3 \text{ days} \times 52 \text{ weeks} = 156 \text{ divided by } 17 = 9 \text{ days}$$
- 10.7 The sick leave of a part-time employee shall be as follows:
- 10.7.1 During each sick leave cycle a part-time employee shall be entitled to receive paid sick leave for the number of days that they normally work during a six-week period. During the first six months of employment, a part-time employee only has the right to one day's paid sick leave for every 26 days worked. On completion of the six-month qualifying period, the part-time employee shall be entitled to the full sick leave due for the three-year cycle, calculated as follows:
 - 10.7.1.1 A part-time employee employed for one day per week shall be entitled to six days' paid leave during every three year cycle of employment with the same employer;
 - 10.7.1.2 A part-time employee for two days per week shall be entitled to 12 days' paid sick leave during every three year cycle of employment with the same employer;
 - 10.7.1.3 A part-time employee employed for three days per week shall be entitled to 18 days' paid sick leave during every three year cycle of employment with the same employer.
 - 10.7.2 Sick leave due in terms of this clause shall be paid by the part-time employee's employer.
 - 10.7.3 Should a part-time employee wish to receive the same union, sick pay fund and provident fund benefits as that of a full-time employee, subscriptions and membership fees (contributions) due for these benefits shall be the same as those paid by a full-time employee.

- 10.8 An part-time employee who has completed five continuous years' service with an employer, in the same establishment, shall be entitled to the following leave:
- 10.8.1 A part-time employee employed for one day per week shall be entitled to four working days per year;
 - 10.8.2 A part-time employee employed for two days per week shall be entitled to eight working days per year;
 - 10.8.3 A part-time employee employed for three days per week shall be entitled to twelve working days per year.

11 COMMISSION AGREEMENTS

- 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 their 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) or (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.

12 PAYMENT OF REMUNERATION or BASIC SALARY or WAGES AND AUTHORISED DEDUCTIONS

- 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 for areas 1 up to and including area 5, attached hereto, and to be read as part thereof.
- 12.2 An employer shall pay all qualified hairdressers not less than 40% personal services commission (pcs) 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%.
- 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 into 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 or basic salary or wages shall be placed in a sealed envelope which shall contain, in writing, the following details:
- 12.6.1 the employer's name and address;
 - 12.6.2 the full names and occupation of the employee;
 - 12.6.3 the period for which the payment is made;
 - 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

- 12.6.6 employee's remuneration or basic salary or wages;
 - 12.6.7 the actual amount paid to the employee; and
 - 12.6.7.1 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;
 - 12.6.7.2 the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
 - 12.6.7.2 the number of hours worked by the employee on a public holiday during that period.
- 12.7 The written information required in terms of clause 12.6 shall be given to each employee-
 - 12.7.1 at the workplace or at a place agreed to by the employee; and
 - 12.7.2 during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.
- 12.8 An employer may not make any deduction from an employee's remuneration or basic salary or wages unless the deduction-
 - 12.8.1 is required or permitted in terms of a law, court order, arbitration award, or in terms of clause 22 of this Agreement; or
 - 12.8.2 is in respect of contributions to the council, in terms of this Agreement; or
 - 12.8.3 is in respect of subscriptions and levies to the union, if any; or
 - 12.8.4 is in respect of contributions to the Hairdressing Trade Sick Pay Fund ("the Sick Pay Fund") and the Hairdressing and Cosmetology Industry Provident Fund, if any; or
 - 12.8.5 is in respect of VAT permitted to be deducted from the retail product sales for the purposes of calculating commission on such sales in the case of a hairdresser; or
 - 12.8.6 subject to 12.9 the employee agrees in writing to the deduction in respect of a debt incurred whilst in employment.
- 12.9 A deduction in terms of 12.8.6 may be made to reimburse an employer for loss or damage only if :
 - 12.9.1 the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - 12.9.2 the employer followed a fair procedure and gave the employee a reasonable opportunity to show why the deductions should not be made;
 - 12.9.3 the total amount of the debt does not exceed the actual amount of the loss or damage; and
 - 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.
- 12.10 A deduction in terms of 12.8.6 in respect of any goods purchased by the employee shall specify the nature and quantity of the goods.

- 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 24 of this Collective Agreement.
- 12.12 An employer may not require or permit an employee to-
- 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.
- 12.13 Payment of contributions to benefit funds shall be dealt with as follows:
- 12.13.1 For the purposes of this clause, a benefit fund is a pension, provident, retirement, medical aid or similar fund.
 - 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.
- 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.
- 12.15 Remuneration or basic salary which is payable monthly shall be paid not later than the last working day of that month.
- 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-
 - 12.16.1.1 in South African currency
 - 12.16.1.2 daily, weekly, fortnightly or monthly; and
 - 12.16.1.3 in cash, by cheque, electronic transfer or by direct deposit into an account designated by the employee.
 - 12.16.2 Any remuneration or basic salary or wages paid in cash or by cheque shall be given to each employee-
 - 12.16.2.1 at the workplace or at a place agreed to by the employee;
 - 12.16.2.2 during the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and

- 12.16.2.3 in a sealed envelope which shall become the property of the employee.
- 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.
- 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-
- 12.17.1.1 45 hours in a week, unless the employee ordinarily works a lesser number of hours in a week;
- 12.17.1.2 nine hours in a day, or seven and a half hours in the case of an employee who works for more than five days a week, or the number of hours that an employee works in a day in terms of an agreement concluded in accordance with section 11 of the Basic Conditions of Employment Act, 1997, unless the employee ordinarily works a lesser number of hours in a day.
- 12.17.2 An employee's monthly remuneration shall be four and one-third times the employee's weekly wage;
- 12.18 After an employee has been in continuous service with the same establishment or the same employer/s-
- 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.
- 12.19 includes any period of service with the same establishment or employer-
- 12.19.1 prior to the coming into effect of this Agreement
- 12.19.2 during maternity leave permitted by this Agreement
- 12.19.3 even if, after the date of coming into operation of this provision, those services are terminated by the employer, as long as the employee is re-engaged by the same establishment or employer and the interval between the termination and re-engagement does not exceed 90 days.
- 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, Sick Pay Fund, and the contribution to the hci Provident Fund and as from 1 March 2013 the Hairdressing Beauty and Skincare Industry Pension Fund.

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

12.21.1 A learner who is engaged on the Modular system and who enters into a learnership contract with an employer in the Industry and who has already passed all six (6) modules at an accredited training institution (provider) shall start on the remuneration or basic salary or wages as specified for Module 0 on the Remuneration/Basic Salary/Wage Schedules for the first three months of their employment. Thereafter, every three months from the date on which he commenced his learnership contract his remuneration/wages shall increase to the next modular level and he shall be paid remuneration/wages for the next modular level as specified on the Remuneration/Wage Schedules, for example:-

12.21.1.1 A learner who commences employment with an employer under a learnership contract in terms of 12.21.1 above shall receive the remuneration or basic salary or wages as specified for Module 0 for his first three months of employment/his learnership;

12.21.1.2 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of three months shall receive the remuneration or basic salary or wages as specified for Module 1 for his next/second three months of employment;

12.21.1.3 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of six months shall receive the remuneration or basic salary or wages as specified for Module 2 for his next/third three months of employment;

12.21.1.4 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of nine months shall receive the remuneration or basic salary or wages as specified for Module 3 for his next/fourth three months of employment;

12.21.1.5 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of twelve months shall receive the remuneration or basic salary or wages as specified for Module 4 for his next/fifth three months of employment;

12.21.1.6 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of fifteen months shall

- receive the remuneration or basic salary or wages as specified for Module 5 for his next/sixth three months of employment;
- 12.21.1.7 A learner who has been employed with an employer under a learnership contract in terms of 12.21.1 above for a period of eighteen months shall receive the remuneration or basic salary or wages as specified for Module 6 for his last/seventh three months of employment;
- 12.21.2 A learner who is engaged on the Modular system and who enters into a learnership contract with an employer in the industry without having been to an accredited training institution (provider) before entering into a learnership contract shall start on the remuneration or basic salary or wages as specified for Module 0 on the Remuneration/Basic Salary/Wage Schedules. Every time such a learner passes any module his remuneration or basic salary or wages shall increase by one level to the next modular level and he shall be paid remuneration or basic salary or wages as specified on the Remuneration/Basic Salary/Wage Schedules for the next modular level.
- 12.21.3 For the purposes of 12.21.2 for a learner to have passed a module means to have passed both the theory and the practical examination for that module.
- 12.21.4 The onus shall be on the learner engaged in terms of 12.21.2 to give their employer their examination results in order to be eligible to move to the next modular level specified on the Remuneration/Basic Salary/Wage Schedules for payment of that learner's remuneration or basic salary or wages.
- 12.21.5 A learner who is engaged on the Unit Standards system and who enters into a learnership contract with an employer in the Industry and who has already passed all fifteen (15) unit standards at an accredited training institution (provider) shall start on the remuneration or basic salary or wages as specified for Unit Standards 1-5 on the Remuneration/Basic Salary/Wage Schedules for the first four months of their employment. Thereafter, every four months from the date on which he commenced his learnership contract his remuneration or basic salary or wages shall increase to the next unit standards level and he shall be paid remuneration or basic salary or wages for the next unit standards level as specified on the Remuneration/Basic Salary/Wage Schedules, for example:-
- 12.21.5.1 A learner who commences employment with an employer under a learnership contract in terms of 12.21.5 above shall receive the remuneration or basic salary or wages as specified for Unit Standards 1-5 for his first four months of employment;
- 12.21.5.2 A learner who has been employed with an employer under a learnership contract in terms of 12.21.5 above for a period of four months shall receive the remuneration or basic salary or wages

- as specified for Unit Standards 6-10 for his next/second four months of employment;
- 12.21.5.3 A learner who has been employed with an employer under a learnership contract in terms of 12.21.5 above for a period of six months shall receive the remuneration or basic salary or wages as specified for Unit Standards 11-15 for his last/third four months of employment;
- 12.21.6 A learner who is engaged on the Unit Standards system and who enters into a learnership contract with an employer in the Industry, without having been to an accredited training institution (provider) before entering into said learnership contract, shall start on the remuneration or basic salary or wages as specified for Unit Standards 1-5 on the Remuneration/Basic Salary/Wage Schedules. Every time such a learner passes any unit standard his remuneration or basic salary or wages shall increase by one level to the next unit standards level and he shall be paid remuneration or basic salary or wages as specified on the Remuneration/Basic Salary/Wage Schedules for the next unit standards level.
- 12.21.7 For the purposes of 12.21.6 for a learner to have passed a unit standard means to have passed both the theory and the practical examination for that unit standard.
- 12.21.8 The onus shall be on the learner engaged in terms of 12.21.6 to give their employer their examination results in order to be eligible to move to the next unit standard level specified on the Remuneration/Basic Salary/Wage Schedules for payment of that learner's remuneration or basic salary or wages.
- 12.22 An employee employed as a part-time learner shall be remunerated at the daily rate of the prescribed remuneration rate for a first entry level.

**REFER TO REMUNERATION/WAGE SCHEDULE
FOR REMUNERATION/WAGES PAYABLE IN YOUR REGION
(Pages 75-98)
(Effective till 31st December 2013)**

13 RECORDS TO BE KEPT BY AN EMPLOYER

- 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-
- 13.1.1 the dates in respect of which remuneration or basic salary or wages are paid from time to time;
- 13.1.2 the gross remuneration or basic salary or wages payable in respect of each employee;
- 13.1.3 details of all deductions made by the employer and the reason for the deduction; and
- 13.1.4 the nett amount paid to each employee and the date and method of payment.
- 13.2 Every employer shall be obliged to keep a register of the takings of the

establishment showing-

- 13.2.1 the date to which each entry relates;
- 13.2.2 the name or identifying mark of each customer who received any service in the establishment;
- 13.2.3 the nature of the service provided to each customer, and the price thereof;
- 13.2.4 the name of the person who provided the service to each customer on behalf of the establishment; and
- 13.2.5 the amount charged by the establishment for goods sold to each customer who received any service in the establishment.

13.3 Every employer shall keep an attendance register for each employee in the form prescribed in Annexure D, and shall record in that register the name and occupation of every employee.

13.4 Every employee shall record in the attendance register-

and it shall be the duty of the employer to ensure that the register is correctly completed by every employee. If an employee fails, refuses or neglects to complete the register, the council shall within 14 days be notified of that fact in writing by the employer.

- 13.4.1 his signature;
- 13.4.2 the time he commenced work;
- 13.4.3 the time of commencement and termination of each meal break or of the day off in lieu of a meal break;
- 13.4.4 the time of leaving work for that day,
- 13.4.5 the time of any leave of absence from work in terms of this Agreement.

13.5 If an employee is unable to read or write the employer may on his behalf make and sign the necessary entries in the attendance register.

13.6 Every entry in every register required to be kept by an employer in terms of this clause shall be-

- 15.6.1 in ink or ball point pen but not in pencil;
- 15.6.2 accurate in all material respects.

13.7 Every register required to be kept by an employer in terms of this clause shall be-

- 13.7.1 kept in the establishment at all times and be made available to a designated agent of the council upon request;
- 13.7.2 retained by the employer for a period of three years from the date of the last entry in it.

14 HOURS OF WORK

14.1 The ordinary hours of work of an employee in the Industry may not exceed 45 hours, or six days (including a Sunday), per week.

14.2 All hours of work of an employee shall be consecutive, except for meal intervals.

- 14.3 An employee may not be permitted or required to work in excess of nine hours per day, for five days per week.
- 14.4 The hours of work on each day shall be subject to the following rules:
- 14.1.1 Each employee shall be entitled to at least a 30-minute meal interval between 10:00 and 14:00.
 - 14.1.2 No employee may be required or permitted to work for a continuous period of more than five hours without an uninterrupted meal interval.
 - 14.1.3 Periods of work interrupted by an interval of less than 15 minutes shall be deemed to be continuous;
- 14.5 In lieu of the 30-minute meal interval each day, an employer and employee may agree, at the time of commencement of employment, that the employee shall be given a day off per week, subject to the following rules :
- 14.5.1 if the day off falls on a public holiday the employee shall forfeit it;
 - 14.5.2 if the day off does not fall on a public holiday the employee shall have the benefit of both days;
 - 14.5.3 this agreement may not be varied by either party, and it may not be varied from time to time to suit either party's whim.
- 14.6 A learner shall be entitled to the same time off as any other category of employees.
- 14.7 An employee, with the exception of an employee employed in terms of a commission agreement, may be required to work overtime on not more than three days per week and for not more than 10 hours in any week. Payment for overtime shall be at the rate of time and a half for the hours worked.

15 PUBLIC HOLIDAYS

- 15.1 An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- 15.2 If a public holiday falls on a day on which an employee would ordinarily work, an employer shall pay-
- 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;
 - 15.2.2 an employee who does work on the public holiday-
 - 15.2.2.1 at least double the amount referred to in 15.2.1; or
 - 15.2.2.2 if it is greater, the amount referred to in 15.2.1 plus the amount earned by the employee for the time worked on that day.
- 15.3 If an employee works on a public holiday on which the employee would not ordinarily work, the employer shall pay that employee an amount equal to-
- 15.3.1 the employees' ordinary daily remuneration or basic wages salary or wage; plus
 - 15.3.2 the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or by any other method.

- 15.4 An employer shall pay an employee for a public holiday on the employee's usual pay day.
- 15.5 If a shift worked by an employee falls on a public holiday and another day, the whole shift shall be deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift shall be deemed to have been worked on the other day.
- 15.6 In terms of section 2(2) of the Public Holidays Act, 1994 (Act No. 36 of 1994), a public holiday is exchangeable for any other day which is fixed by agreement or agreed to between the employer and the employee.

16 LEAVE

Annual Leave

- 16.1 Every employee except a casual employee shall be entitled, after 12 consecutive months' service with the same employer, to three weeks' leave on full pay. The three weeks shall include 18 working days.
- 16.2 An employee who has completed five continuous years' service with an employer, though not necessarily with the same employer, shall be entitled, on completion of the fifth year of employment, to 24 working days' leave on full pay.
- 16.3 An employee who is dismissed by an employer three months prior to the completion of 5 years' continuous service and who is, within 30 days after the completion of the five year period, re-engaged by the same employer, shall be entitled to the 24 days' leave provided for.
- 16.4 Annual leave shall fall due on the first working day after completion of each year of service. A year of service in respect of which an employee is entitled to annual leave is employment for twelve consecutive months calculated from the date of engagement.
- 16.5 An employer shall grant annual leave until not later than six months after the end of the annual leave cycle, after which it shall be forfeited.
- 16.6 Annual leave shall be taken-
- 16.6.1 in accordance with an agreement between the employer and employee; or
- 16.6.2 if there is no agreement in terms of 16.6.1 at a time determined by the employer in accordance with this clause.
- 16.7 An employer may not pay an employee instead of granting paid leave in terms of this clause except-
- 16.7.1 on termination of employment; and
- 16.7.2 in accordance with sections 40(b) and (c) of the Basic Conditions of Employment Act, 1997.
- 16.8 In the event of an employee's death, all leave pay accrued to the employee at that time shall be paid into the employee's estate.

- 16.9 When an employee's employment is terminated before the completion of 12 consecutive months' service, the employee shall be entitled to one seventeenth of the weekly wage which he was receiving when his employment was terminated in respect of each completed week of employment. An employee shall not be entitled to any leave pay if he worked for an employer for less than four weeks.
- 16.10 Any period during which an employee is on annual leave, or is absent from work owing to illness, or is absent from work on the instructions, or at the request, of the employer, shall be deemed to be employment.
- 16.11 An employer may not require or permit an employee to work during annual leave.
- 16.12 Annual leave may not run concurrently with notice of termination of employment or sick leave.

Family Responsibility Leave

- 16.13 An employer shall be obliged to give the father of a new-born child three days' leave ("paternity leave") starting from the day of the birth and ending two days afterwards.
- 16.14 An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee shall be entitled to take-
- 16.14.1 in terms of 16.13 when the employee's child is born; or
 - 16.14.2 when the employee's child is sick

Compassionate Leave

- 16.15 An employer shall grant an employee, during each annual leave cycle, at the request of the employee, a maximum of six days' paid leave, which the employee shall be entitled to take on the death of one of the employee's primary relatives.
- 16.16 A primary relative means-
- 16.16.1 the employee's spouse or life partner; or
 - 16.16.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 16.17 Compassionate leave shall start at the discretion of the employee, but not sooner than the day of the death and shall end six working days after the leave commenced.
- 16.18 An employer shall be obliged to pay an employee during such compassionate leave.
- 16.19 An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a primary relative. If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the council shall be the final arbiter.

- 16.20 An employer shall be obliged to give an employee compassionate leave on the death of any relative of an employee who is not a primary relative.
- 16.20.1 In the event of compassionate leave being granted in terms of 16.20 the employee shall be entitled to compassionate leave of one day; but the employer shall not be obliged to pay the employee for that day.
- 16.20.2 An employee shall be obliged to produce proof to the reasonable satisfaction of the employer as to the fact of the death and the fact that the deceased is a relative.
- 16.20.3 If a dispute arises as to the reasonableness of the proof tendered by the employee on either count, the council shall be the final arbiter.
- 16.21 Clauses 16.13 to 16.20 shall apply only to employees who-
- 16.21.1 have been in employment with an employer for longer than four months; and
- 16.21.2 work for at least four days a week for that employer.
- 16.22 Subject to 16.23 an employer shall pay an employee for a day's family responsibility leave taken in terms of 16.13 and 16.14 or compassionate leave taken in terms of 16.15 to 16.20:-
- 16.22.1 the remuneration or basic salary or wages an employee would ordinarily have received for work on that day; and
- 16.22.2 on the employee's usual pay day.
- 16.23 An employee may take family responsibility leave in respect of the whole or part of a day.
- 16.24 Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event referred to in 16.14 or 16.15 for which the leave is required.
- 16.25 An employee's unused entitlement to leave in terms of 16.13 to 16.25 shall lapse at the end of the annual leave cycle in which it accrues.
- 16.26 A Collective Agreement may vary the number of days and the circumstances under which leave is to be granted in terms of 16.13 to 16.25.

Maternity Leave

- 16.27 No employer may require or permit any female employee to continue work during the period commencing four weeks prior to the expected date of her confinement and ending 13 weeks after the date of her confinement ("maternity leave"). An employer shall-
- 16.27.1 not be obliged to pay an employee during maternity leave; but
- 16.27.2 be obliged to reinstate such employee in employment if she presents herself for continuous employment not later than 13 weeks after the date of her confinement.
- 16.28 Notwithstanding the above, no employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

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 basic 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)

17 SICK PAY

17.1 All Employees shall be members of the Sick Pay Fund and shall be entitled to the sick pay benefits provided for in the Sick Pay Fund or Collective Agreement, which ever may apply.

17.2 If an employee is ill during any period of annual leave, he shall not be entitled to claim sick pay for any period of illness during that annual leave.

17.3 No employer shall be entitled to require an employee who is ill to take annual leave during the period of the illness unless the annual leave had been arranged prior to the commencement of the illness of the employee.

17.4 For the purposes of this clause "illness"-

17.4.1 means the inability to work owing to any sickness or injury;

17.4.2 excludes sickness or injury caused by the employee's misconduct;

17.4.3 excludes any injury from participation in hazardous or professional sport.

17.4.4 excludes any inability to work caused by an accident or illness for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, except during any period in respect of which no disablement payment is payable in terms of that Act.

18 CONTRACT OF EMPLOYMENT

- 18.1 Every employer shall provide every employee in his establishment with a letter of employment or enter into an agreement showing at least the following:
- 18.1.1 the employee's full names and identity number, telephone number and address;
 - 18.1.2 the full names of the employer;
 - 18.1.3 the physical address of the establishment or workplace;
 - 18.1.4 the commencement date of service;
 - 18.1.5 the job title and the remuneration or basic salary or wage for the job;
 - 18.1.6 the job description for the position, which should list all duties expected to be performed by the employee in this position;
 - 18.1.7 the address and contact details of the bargaining council under whose jurisdiction the employer falls;
 - 18.1.8 the conditions of employment as prescribed by this Main Collective Agreement;
 - 18.1.9 And the relevant probation period, if applicable.

19 TERMINATION OF SERVICE

- 19.1 An employer or employee, other than a casual employee, who wishes to terminate the contract of employment shall be obliged to give the following period of notice :
- 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.*
 - 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.
- 19.2 An employer may at any time terminate the contract subject to chapter VIII of the Labour Relations Act, No. 66 of 1995, by paying the employee in lieu of notice not less than-
- 19.2.1 24 (twenty-four) hours' remuneration or basic salary or wages if the employee has been employed for a period of 1 month or less;
 - 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 20% of their Average PSC (Personal Services Commission) earned in the past 12 months.
- 19.3 An employee may at any time terminate the contract without written notice by paying or forfeiting to the employer, in lieu of notice, not less than-
- 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;
 - 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 20% of their Average PSC (Personal Services Commission) earned in the past 12 months.
- 19.4 Nothing contained in this clause shall affect-
- 19.4.1 the right of the employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - 19.4.2 any written agreement between an employer and employee which provides for a period of notice longer than that which is prescribed;
 - 19.4.3 the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who is absent from work without permission for more than six consecutive working days of employment, which shall then be deemed to be desertion;
 - 19.4.4 the right of an employee to claim that he has been unfairly dismissed.
- 19.5 An employer may not terminate the services of an employee during the employee's absence from work owing to illness, providing that-
- 19.5.1 the employer was notified within two working days of the commencement of the illness; and
 - 19.5.2 a medical certificate explaining the reason for the absence from work is given to the employer on the employee's return to work.
- 19.6 The notice period may not run concurrently with, and shall not be given during, an employee/s' absence for annual leave, sick leave, or maternity leave.

20 SEVERANCE OR RETRENCHMENT PAY

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

- 20.1.2 six days' remuneration or basic salary or wages for each completed year of service or part thereof for an employee who has been employed for less than five consecutive years;
- 20.1.3 seven days' remuneration or basic salary or wages for each completed year of service or part thereof for an employee who has been employed for five to ten consecutive years;
- 20.1.4 eight days' remuneration or basic salary or wages for each completed year of service or part thereof for an employee who has been employed for ten consecutive years or more.
- 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/Wages Schedule for that area; plus
 - 20.1.5.2 20% of their Average PSC (Personal Services Commission) earned in the past 12 months.

21 CERTIFICATE OF SERVICE

- 21.1 On termination of employment an employee shall be entitled to a Certificate of Service, stating the following:
 - 21.1.1 the employee's full names;
 - 21.1.2 the name and address of the employer;
 - 21.1.3 the date of commencement and termination of employment;
 - 21.1.4 the employee's job title;
 - 21.1.5 the remuneration or basic salary or wages at date of termination;
 - 21.1.6 a brief description of the work which the employee was performing at the date of termination;
 - 21.1.7 the reason for termination of employment (if requested by the employee)
 - 21.1.8 the name of the council under whose jurisdiction the employer falls;

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

- 22.1 For the purposes of meeting the expenses of the council, every employer shall be obliged to make the required deductions from the earnings of each employee as shown in the appropriate column of the Contribution Schedule attached hereto, and to be read as if incorporated herein.
- 22.2 To the total amount deducted in terms of 22.1 the employer shall add-
 - 22.2.1 the basic establishment charge per establishment owned or operated by an employer shown on the Contribution Schedule;
 - 22.2.2 the contribution payable by the employer per employee shown in the appropriate column of the Contribution Schedule.
- 22.3 If an employer is required to make deductions in terms of 22.1 and add the amounts specified in 22.2, and the total amount is less than the total minimum charge specified in the Contribution Schedule, the employer shall remit the total minimum charge specified in the Contribution Schedule.

- 22.4 An employer shall be obliged to remit the total sum owed in terms of 22.1 to 22.3 to the council not later than the fixed day in the form prescribed on Annexure A, Monthly Return by Employer.
- 22.5 Notwithstanding that the council may issue to an employer a pro-forma Annexure A completed by it in accordance with the information in its possession, the onus shall be upon the employer to ensure that the information contained therein is accurate, and every employer shall be obliged to make such amendments to the pro-forma Annexure A as may be necessary to ensure its accuracy.
- 22.6 Every employer who employs a member of the trade union shall deduct from the remuneration or basic salary or wage 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.
- 22.7 Every employer who is a member of the employers' organisation shall be required to pay the monthly subscription and levies charged by that organisation to the council by not later than the fixed day in the form prescribed in Annexure A.
- 22.8 All money required by this Agreement to be sent to the council, shall be delivered by hand to 15 Edward Street, Roodepoort 1724, or sent by prepaid and registered post to P.O. Box 1963, Roodepoort, 1725, or by direct payment into HCSBC bank account or by any acceptable and legal means. In the case of a remittance by post, the Post Office shall be deemed to be the agent of the sender. The council may change its address from time to time by giving notice to that effect to each employer.
- 22.9 The onus shall be on any person obliged by the terms of this Agreement to remit any money to the council to prove its receipt by the council.
- 22.10 If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the council by the fixed day, then the employer shall be liable to pay a penalty calculated at 10% (per cent) of the amount which remains unpaid.
- 22.11 For the purposes of this clause the fixed day means the seventh day of each month following the month in respect of which the amount is claimed or is payable.
- 22.12 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirteenths of the monthly contribution.
- 22.13 The Council has the right to add VAT to any sum in the Contribution Schedule which attracts VAT in terms of the Value Added Tax Act.
- 22.14 For the Contribution Schedules appearing in Clause 22.1, substitute the following new revised Contribution Schedules for all areas (Area 1 up to and including Area 5)

**REFER TO CONTRIBUTION SCHEDULE FOR CONTRIBUTIONS PAYABLE IN
YOUR REGION
(Page 99 - 123)**

(with effect from the date of coming into operation of this agreement)

23 PROHIBITION OF PRIVATE WORK

An employee may not, unless with the prior written consent of the employer, perform any work as a hairdresser or cosmetologist for remuneration other than in the course and within the scope of the employee's employment and may be dismissed after a hearing for a contravention of this rule. Furthermore, an employee who contravenes this rule shall be required to pay to the employer any amount received by him as a result of the contravention.

24 PROCEDURE FOR DISPUTES, INCLUDING PRE-DISMISSAL ARBITRATION

- 24.1 Subject to section 127, read with section 188A of the Act, any dispute which may arise in the Industry and which, in terms of the Act, must be referred to a council, must be dealt with in terms of the procedure set out in clauses 15 to 32, inclusive, of the Council's Constitution, as set out in Annexure F attached hereto for the sake of completeness.
- 24.2 Subject to section 127 of the Act, the dispute resolution procedure provided for in Annexure F applies to any dispute involving the interpretation or application of this Collective Agreement, and any other Collective Agreement concluded in the bargaining council.
- 24.3 Subject to the provisions of section 51(2) of the Act, the provisions of this clause apply both to persons upon whom this Collective Agreement is binding in terms of section 31 of the Act, and those upon whom this Agreement is binding in terms of section 32 of the Act.

25 STRIKES AND LOCK-OUTS

- 25.1 No person bound by the provisions of this Collective Agreement shall engage in or participate in a strike or lock-out or any conduct in furtherance of a strike or a lock-out in respect of any matter regulated by this Collective Agreement for its duration.
- 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.
- 25.3 The trade union or employers' organisation may not attempt to induce or compel or be induced or compelled by any natural person or juristic person or other organisation, by any means of a strike or lock-out, to negotiate the issues referred to in 14 above, at any level other than this Bargaining Council.

26 ADMINISTRATION OF THIS AGREEMENT

- 26.1 The council shall be the body responsible for the administration of this Agreement and without prejudice to section 24(1) of the Act may issue rulings not inconsistent therewith or with the Agreement, and legal interpretations thereof, for the guidance of employers and employees. The Council and its officials shall incur no liability whatsoever-
- 26.1.1 arising out of any representation made as to practice, procedure or law;
 - 26.1.2 for any such rulings and/or interpretations which may subsequently be found to be incorrect in fact or in law.
- 26.2 The council may from time to time determine any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provisions of this Agreement.
- 26.3 The council shall be entitled in its sole and absolute discretion to appropriate any amount-
- 26.3.1 received from an employer or an employee; or
 - 26.3.2 which an employer or employee is entitled to receive from the council and/or the Sick Pay Fund;
- to or towards the payment of any debt or amount owing by the employer or employee to the council or any of those Funds, notwithstanding that the employer or employee may have allocated it to any other cause.
- 26.4 Every employer shall be obliged to make available a legible summary of the provisions of this Agreement in the establishment, which shall be readily accessible to all employees.
- 26.5 If any provision of this Agreement is inoperative or ultra vires in respect of the powers of the parties or the council, before or after conclusion of this agreement, this shall in no way affect the remainder of the Agreement, which in that event shall constitute the Main Collective Agreement.
- 26.6 Every employer shall be obliged to give to any employee who is a representative or alternate on the council all reasonable facilities to attend to duties in connection with the work of the council.
- 26.7 Whenever any provision of this Agreement requires or authorises any person to give written notice to the council, such written notice may be posted to the council via registered post, but the Post Office shall for all purposes be deemed to be the agent of the person sending the notice and the council shall not be responsible for non-receipt of the notice. Alternatively, the notice can be transmitted by using any electronic transmission.

27 DESIGNATED AGENTS

- 27.1 The Minister, on request of the council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this Collective Agreement to comply within twenty one days.

- 27.2 Such designated agent of the council shall promote, monitor and enforce compliance with this Agreement.
- 27.3 An appointed designated agent of the council-
- 27.3.1 may secure compliance with the Council's collective agreement by-
 - 27.3.1.1 publicising the contents of the Agreement;
 - 27.3.1.2 conducting inspections;
 - 27.3.1.3 investigating complaints; or
 - 27.3.1.4 any other means the council may adopt.
 - 27.3.2 may perform any other functions that are conferred to or imposed on the designated agent by the council;
 - 27.3.3 shall have all the powers set out in Schedule 10 of the Labour Relations Act, No. 66 of 1995;
 - 27.3.4 may issue a compliance order requiring any person to comply with the Collective Agreement within 21 days of the date of the compliance order;
 - 27.3.5 may, in terms of section 33 (3) read with section 142 of the Labour Relations Act, No. 66 of 1995, enter any establishment or workplace, whatsoever or whosoever, including private residences, to-
 - 27.3.5.1 question any employer during the course of such inspection;
 - 27.3.5.2 inspect the record of wages and remuneration paid, time worked, and payments made for overtime.
- 27.4 It shall be the duty of every employer and employee to permit a designated agent to institute any enquiries and to examine any books and/or documents and to question any responsible persons as may be necessary for the purpose of ascertaining that the terms of this Agreement are being observed by the employer.
- 27.5 The following actions by an employer or one of its employees shall constitute an offence :
- 27.5.1 obstructing or attempting to improperly influence a designated agent who is performing a function in terms of this Agreement;
 - 27.5.2 presenting or submitting a false or forged document;
 - 27.5.3 pretending to be a designated agent of the council performing a function in terms of this Agreement;
 - 27.5.4 refusing or failing to fully answer any lawful question put by a designated agent in the performance of his duties in terms of this Agreement;
 - 27.5.5 refusing or failing to comply with any lawful request, or lawful order by a designated agent in the performance of his duties in terms of this Agreement;
 - 27.5.6 hindering or obstructing a designated agent in the performance of his duties in terms of this Agreement;
- 27.6 The penalty prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No. 75 of 1997, shall be imposed on anyone found guilty of committing any of the above offences.

28 PROVISION OF EQUIPMENT

28.1 It shall be the duty of an employer to provide for the use of every hairdresser all tools and equipment necessary for the carrying out of hairdressing services except-

- 28.1.1 curling equipment;
- 28.1.2 scissors;
- 28.1.3 combs;
- 28.1.4 hand driers;
- 28.1.5 clippers;
- 28.1.6 razors;
- 28.1.7 setting clips;
- 28.1.8 rollers;
- 28.1.9 brushes;
- 28.1.10 neck brushes.

29 UNIFORMS AND PROTECTIVE CLOTHING

29.1 In cases where the employer has instituted a colour scheme in protective garments fitting in with the colour scheme of the establishment, the employer shall supply the protective garments, but shall not be required to supply more than two garments to each employee in any period of 12 consecutive months.

30 EXEMPTIONS (APPEALS)

30.1 Subject to the provisions of the Act, the council may grant exemption from any provision of this Agreement in the manner and to the extent set out in clause 33 of the council's constitution, which is set out in Annexure G, attached hereto for the sake of convenience.

30.2 There is hereby established that two (2) independent exemptions committees to grant exemptions/appeals to non-parties and to determine the terms of those exemptions from the provisions of the Collective Agreement as soon as possible. The members of the said bodies will be appointed by the council from time to time and shall consist of not less than two persons to be nominated from the following group :

- 30.2.1 any general secretary or secretary of any Bargaining Council other than the general secretary or secretary of this council;
- 30.2.2 any former general secretary, secretary or agent of any Bargaining Council or Industrial Council;
- 30.2.3 any person who has formerly served on any Industrial or Bargaining Council and who no longer serves thereon;
- 30.2.4 any serving member of any Bargaining Council other than this council;
- 30.2.5 any person who has served as a judge or acting judge of the Labour Court;
- 30.2.6 any person admitted to practise as an attorney or advocate, whether or not that person is actually in practice, except any such person who serves on or is employed by or on behalf of this council;
- 30.2.7 any person who by reason of his experience or training is

thought by the council to be a fit and proper person, except any person who serves on or is employed by or on behalf of this council.

- 30.3 In cases of urgency the secretary of the council may give 24 hours' notice by telephone to the persons nominated, specifying the grounds of urgency. In such cases the members of the independent exemptions committee may make a decision telephonically.
- 30.4 The criteria to be applied by the independent exemptions committee when it considers applications for exemption shall be those contained in clause 33.5 of the council's constitution, which are for the sake of convenience set out in Annexure G hereto.
- 30.5 When it grants an exemption, the council under 30.1, or the independent exemptions committee, under 30.2, shall specify-
- 30.5.1 any conditions subject to which the exemption is granted;
 - 30.5.2 the period during which the exemption is to operate;
 - 30.5.3 the circumstances, if any, in which it may be withdrawn.
- 30.6 The council may withdraw any exemption granted by it in the circumstances permitted by clause 30.5 on notice of one week to the person in whose favour it operates. The independent exemptions committee may authorise the council to withdraw any exemption granted by the independent exemptions committee in the circumstances referred to in clause 30.5 on such notice to the person in whose favour the exemption operates as to the independent exemptions committee seems reasonable.
- 30.7 The secretary shall issue to every person granted/not granted an exemption by the council or the independent exemptions committee, as the case may be, a letter of exemption signed by him setting out-
- 30.7.1 the full name of the person(s) covered by the exemption;
 - 30.7.2 the provisions of the Agreement from which exemptions are granted/not granted;
 - 30.7.3 the conditions subject to which the exemption is granted/not granted;
 - 30.7.4 the period during which the exemption is to operate;
 - 30.7.5 the circumstances in which it may be withdrawn, if any.
- 30.8 The secretary of the council shall retain a copy of each letter of exemption, and must give notice of it to every person affected thereby.
- 30.9 The same process to be followed with an appeal process as in clause 30.1 to 30.8.

31 ENFORCEMENT OF COLLECTIVE AGREEMENTS

If any person upon whom this Agreement is binding in terms of sections 31 and 32 of the Act fails, neglects or refuses to comply with any provision of this or any other collective agreement concluded in the council, the council shall have the right to enforce it by any means permitted by any law or practice

approved by a Court of competent jurisdiction and may in addition resort to either or both of the following remedies:

- (a) Use any means permitted by law to enforce compliance with the said agreement; or
- (b) treat the non-compliance as a dispute within the meaning of clause 26, and the council shall be entitled to refer it to be determined by arbitration in terms of the council's constitution.

32 AGENCY SHOP: EMPLOYERS' ORGANISATIONS

32.1 Every employer that belongs to the employers' organization shall pay a monthly membership fee in an amount calculated in terms of sub clause (3)

32.2 Every employer that does not belong to the employers' organisation shall pay a monthly levy in an amount calculated in terms of 32.3.

32.2.1 Employers who are not members of the Employers' Organization Party to the Council are not compelled to become members of that organisation.

32.2.2 Legal owners who do not employ any staff will be exempted from paying the Agency Fee.

32.3 The amount of the monthly membership fee or monthly levy shall be calculated in accordance with the following areas:

(a)	In area Southern Gauteng	–	R375.00
(b)	In area Alberton	-	R375.00
(c)	In area Randfontein and Nigel		R375.00
(d)	In area Vereeniging and Vanderbijl Park		R375.00
(e)	In area Klerksdorp and Potchefstroom		R270.00
(f)	In area East London and Port Alfred		R260.00
(g)	In area Port Elizabeth, Uitenhage & Humansdorp		R270.00
(h)	In area Free State		R300.00
(i)	In area Kimberley		R300.00
(j)	Afro Salons in all areas		R125.00

32.3.1 From time to time the employers' organisation shall be entitled to review the membership fees and/or levies and implement any increase it may deem fit.

32.4 Every employer shall pay the monthly amount to the General Secretary of the Council, P O Box 1963, Roodepoort, 1725, before the 7th day of each month. The Council shall thereafter prepare an analysis of all amounts received from employers either by way of 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.

32.5 The General Secretary of the Council shall deposit all monies received in terms of this clause into the Council's account and at the end of each Month-

32.5.1 pay all membership fees received to the employers' organisations and

32.5.2 deposit all the levies received into a separate account administered by the employers' organisations.

- 32.6 The monies held in the separate account may be used only for Expenditure incurred by the employers' organisations relating to collective bargaining or dispute resolution in the industry and may not be:-
- 32.6.1 paid to a political party as an affiliation fee: or
 - 32.6.2 contributed in cash or kind to a political party or a person standing for election to any political office.
- 32.7 The employers' organisations shall arrange for an annual audit of the separate account within six months of its financial year by an auditor who-
- 32.7.1 conducts the audit in accordance with generally accepted auditing standards;
 - 32.7.2 reports in writing to the employers' organisations, and in this report expresses an opinion as to whether or not the employers' organisations have complied with the provisions of its constitution relating to financial matters and the provisions of subclause 32.6.
- 32.8 The employers' organisations shall submit to the Council, within 30 days of receipt of the auditor's report referred to in sub clause 32.7, a certified copy of that report.
- 32.9 Any person may inspect the auditor's report submitted to the Council in terms of sub clause 32.8 at the Councils offices situate at 15 Edward Street, Roodepoort.
- 32.10 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- 32.11 A conscientious objector may request the Council to pay the levy received into a fund administered by the Department of Labour.
- 32.12 Any dispute about the application or interpretation of the provisions of this clause shall be referred to conciliation and if the dispute remains unresolved to arbitration. Provided that the parties mutually agree on such conciliator and arbitrator. If no agreement is reached within 30 days of lodging of the dispute, the conciliator and arbitrator, who must be senior counsel, shall be appointed from the ranks of an accredited agency. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in Clause 31.

33 AGENCY SHOP: EMPLOYEES' ORGANISATION

- 33.1 Every employer shall deduct weekly or monthly, as the case may be, from 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.

- 33.1.1 Part-time employees will exempted for paying the Agency Fee subject to Clause 10.2
- 33.2 Employees who are not members of the representative Trade Union are not compelled to become members of the Trade Union.
- 33.3 The General Secretary of the Council shall deposit all monies received in terms of clause 33.1 into the Council's account and at the end of each month-
 - 33.3.1 pay all membership fees/levies received to the Trade Union; and
 - 33.3.2 The Trade Union shall deposit all the levies received into a separate account administered by the Trade Union.
- 33.4 The monies held in the separate account may be used only for expenditure incurred by the Trade Union relating to collective bargaining or dispute resolution in the industry and may not be:-
 - 33.4.1 paid to a political party as an affiliation fee; or
 - 33.4.2 contributed in cash or kind to a political party or a person standing for election to any political office;
 - 33.4.3 used for any expenditure that does not advance or protect the socio-economic interests of employees.
- 33.5 The Trade Union shall arrange for an annual audit of the separate account within six months of its financial year by an auditor who shall-
 - 33.5.1 conduct the audit in accordance with generally accepted auditing standards;
 - 33.5.2 report in writing to the Trade Union, and in this report express an opinion as to whether or not the Trade Union has complied with the provisions of its constitution relating to financial matters and the provisions of sub clause 33.4.
- 33.6 The Trade Union shall submit to the Council, within 30 days of receipt of the auditor's report referred to in 33.5, a certified copy of that report.
- 33.7 Any person may inspect the auditor's report submitted to the Council in terms of 33.6 at the Council's offices, 15 Edward Street, Roodepoort, 1724.
- 33.8 The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- 33.9 A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.
- 33.10 Any dispute about the application or interpretation of the provisions of this clause shall be resolved in terms of Section 24 (6) of the Labour Relations Act. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in the Main Collective Agreement –

Clause 31

34 PENSION FUND**34.1 Establishment of the fund**

34.1.1 The PENSION Fund, known as the Hairdressing Beauty and Skincare Industry Pension fund (hereinafter referred to as the ("Pension Fund")) is the successor in title of the Hairdressing and Cosmetology Industry Provident Fund which was established on 1 October 1976 and amended on 1 March 2013 by a collective agreement concluded by the parties to the Hairdressing and Cosmetology Services Bargaining Council (Semi-National) and published by the Minister of Labour, and extended by the Labour Relations Act No. 66 of 1995 (hereafter referred to as "LRA"), as amended.

34.1.2 The Pension Funds Act (hereafter referred to as "PFA") was amended from 1 January 2008 to include all Bargaining Council Funds previously registered under the LRA. The Provident Fund was therefore registered under the PFA from 1 January 2009 and the registered certificate was issued by the Financial Services Board on 20 March 2009 with registration number 12/8/37824.

34.2 Object of the Fund

34.2.1 The object of the Fund is to provide retirement benefits to members at the date of retirement and death benefits to beneficiaries or nominees of deceased members as defined in the PFA. In terms of the Rules of the Fund, full Fund Credits are payable on leaving service, for whatever reason such as resignation, retrenchment, death, disability or retirement.

34.2.2 The Pension Fund is governed by its Rules, the PFA, the Income Tax Act and all other relevant Acts applicable to Pension and Provident Funds as defined. The Fund is currently administrated by Verso Financial Services (Pty) Ltd, Registration Number 2000/003590/07 (FIAS License number 14985) and approved as an administrator in terms of Section 13B(1) of the PFA.

34.3 Contributions to the Fund

34.3.1 As long as a member is a Party or Non Party employee, he/she must make a monthly contribution to the Fund equal to the following scale of his/her prescribed remuneration as contained in the agreement.

Klerksdorp and Potchefstroom – area 2	5,5%
All other areas – areas 1, 3, 4 and 5	6,0%

The employer shall deduct each month from the remuneration of each employee as defined in the Rules an amount equal to the specified amount of the prescribed monthly remuneration of such employee in term of Rule 4.1 (1) as amended.

34.3.2 The Party or Non Party employer shall also contribute an amount

equal to the following scale of the employee's prescribed monthly remuneration as contained in the agreement and in terms of Rule 4.2 (1) as amended.

Klerksdorp and Potchefstroom – area 2	5,5%
All other areas – areas 1, 3, 4 and 5	6,0%

These total contributions, i.e. employee and employer shall be forwarded each month in terms of Rule 4.4 to the Secretary of the Council, P O Box 1963, Roodepoort, 1725, not later than the seventh (7) day of the month immediately following the month in respect of which it is payable, together with a statement in such a format as prescribed in terms of Section 33 of the PFA

- 34.3.3 No deductions shall be made or contributions paid in respect of absence on unpaid leave and absences owing to illness or injury on duty, where no payment is due to the employee by the employer in terms of any agreement or under any law.
- 34.3.4 If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement, is not received in full by the Council by the fixed day, then the employer shall be liable to pay late payment interest as defined in Section 13 of the PFA and calculated as follows on the arrear contributions:
- Less than R10 000 – 20,33%.
(As defined in the PFA: Repo Rate plus 1/3 thereof plus 11 percentage points: currently 7%+2,33%+11%=20,33%)
 - Greater than R10 000 – 17,33%.
(As defined in the PFA: Repo Rate plus 1/3 thereof plus 8 percentage points: currently 7%+2,33%+8%= 17,33%)
- 34.3.5 All contributions received by the Council in terms of this clause shall be paid directly to the Fund.

34.4 MEMBERSHIP

Membership of the Provident Fund shall be compulsory for all employees, excluding casual employees, who are employed in the Hairdressing and Cosmetology Industry (Semi-National) and who are under the age of 55 as at date of commencement of such employment in terms of the Rules of the Fund and the Collective Agreement, as amended from time to time.

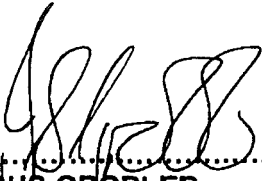
As from 1 March 2013 all existing members and new members shall become a member of the National Hairdressing Beauty and Skincare Industry Pension Fund. All benefits that may have accrued to employees prior to 1st of March 2013 in respect of the Provident fund will be transferred to the National Hairdressing Beauty and Skincare Industry Pension Fund as at 1st of March 2013.

34.5 INDEMNITY

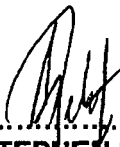
The members of the Council and its employees shall not be liable for any debts or liabilities of the Provident Fund and they are hereby indemnified by the Provident Fund against losses or expenses incurred by them in or about the bona fide discharge of their duties.

The Fund currently has Fidelity Cover in place to cover the Trustees and officials dealing with the Fund.


Signed by the parties to this agreement in Roodepoort on the 07th day of February 2013.



.....
COBUS GROBLER
Employers' Organisation for Hair-
Dressing, Cosmetology and
Beauty (EOHCB)



.....
STEPHEN DELPORT
UASA – The Union



.....
KAREN ELLIS
COUNCIL SECRETARY
Hairdressing and Cosmetology Ser-
vices Bargaining Council Semi-
National

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (SEMI NATIONAL)
RETURN FOR THE MONTH OF: February/2013

Return for 147 HAIR & BEAUTY-NON PARTY

Agent : -No Sales Employee-

Salon Number : SAL0001

Salon Phone: 011-884-8970/3

Old salon Code : 14701

147 HAIR & BEAUTY-NON PARTY

**147 WEBBER STREET
 SANDOWN EXT.10
 STRATHAVON
 2196**

**PLEASE USE THIS ADDRESS
 FOR CORRESPONDENCE
 P.O. BOX 1963
 ROODEPOORT
 1725**

**TELEPHONE : (011)760 1685
 FAX : (011)760 1274
 E-mail : info@hcsbc.co.za**



**STANDARD BANK
 Current Account
 Account # 201669447
 Branch # 016641**

Statement

Opening balance	0.00
Payment received	0.00
Sub-total	0.00
Penalty	0.00
Current month salon charges	0.00
Current month employee charges	0.00
Amount payable	0.00

Please pay R 0.00 before the 7th of March 2013

Payments received

No Payments was received in this period (up to the 15th)

Salon Charges

No Salon charges was raised in this period

Employee charges

There are no employees registered for this salon

Outstanding Account Detail

120+ Days	90 Days	60 Days	30 Days	Current	Total
0.00	0.00	0.00	0.00	0.00	0.00

**NOTE: Please use SALON NUMBER as reference on all future deposits and correspondence, not old salon code.
 Please email info@hcsbc.co.za if you have any queries on this return.**

ANNEXURE B

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

ANNEXURE B

(Clauses 6.1 & 6.4 of the MAIN)

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 No. under which the information was already given)

AGENT:

DIVISION (eg. 101 Gauteng)

1. Full Name under which business is carried on:

.....
(State name establishment registered as, as well as name under which you currently trade)

currently trading as

.....

2. Business POSTAL Address

Postal CODE

3. Business Phone No: Dialling Code: **No.****4. Street Address/es at which above Business is carried on:**

(Specify **EACH** Address at which business is carried on by your Establishment)

(1)

Suburb: Magisterial District:

(2)

Suburb: Magisterial District:

(3)

Suburb: Magisterial District:

(4)

Suburb: Magisterial District:

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

(Barber, Hair or Beauty Salon, Hair & Beauty, Nail Bar, Other):

☐ Gents Barber only ☐ Ladies Hair Salon only ☐ Unisex Hair Salon☐ Beauty Salon ☐ Beauty & Hair Salon ☐ Nail Bar

Other : _____

☐ Afro ☐ Caucasian ☐ Both**6. Tick WHETHER this is :****6.1** ☐ An entirely **NEW** business. **IF so**, specify the DATE on which this business commenced _____**6.2** ☐ An **EXISTING** Business which has been acquired by a **NEW** Owner **IF so**, state the Name under which the business was formerly carried on: _____and **ALSO** give the following details :**DATE on which the business was taken over:** _____**Full Name/s of PREVIOUS Owner/s** _____**Present Address of PREVIOUS Owner/s** _____**7. LEGAL Personality of Establishment (Tick Correct Classification)****FILL IN PERSONAL PARTICULARS OF ALL LEGAL OWNER/S IN THE TABLE BELOW**☐ **SOLE Proprietorship**☐ **PARTNERSHIP****(ATTACH COPY of PARTNERSHIP AGREEMENT and COPIES of ALL Partners' ID's)**☐ **CLOSE Corporation (cc) CK No.****(ATTACH COPY of CK Registration Documents & COPIES of ALL Members' ID's)**☐ **COMPANY [Pty] Ltd Co. Reg. No.:****(ATTACH copy of Certificate of Incorporation & copies of ALL Directors/Shareholders IDs)**☐ **Trading TRUST Trust Reg. No:****(ATTACH copy of Trustee Registration Documents & copies of ALL Trustees' ID's)****SDL NUMBER SARS NUMBER**

SUMMARY OF HCSBC's MAIN COLLECTIVE AGREEMENT

<u>CONTACT DETAILS OF ALL LEGAL OWNER/S</u> <u>(Whether Sole Proprietor OR Partner/s OR Members OR Director/s &/or Shareholder/s OR Trustees)</u>	State IF SOLE Proprietor, Partner, Member, Director or Trustee
Title Name/s Surname Postal/ Home..... Address Code I.D. No./ Passport no Country of Origin Email Tel No. Code..... Tel No..... Cell No. Are YOU a Working Employer? (Yes/No) (I.E do you WORK in the Establishment as well?) IF YES, are you Qualified (ATTACH Copy of Certificate) (Yes/No) Wish to join the following: Sick Pay Fund(Yes/No)	
<u>CONTACT DETAILS OF ALL LEGAL OWNER/S</u> <u>(Continue)</u> <u>(Whether Sole Proprietor OR Partner/s OR Members OR Director/s &/or Shareholder/s OR Trustees)</u>	State IF SOLE Proprietor, Partner, Member, Director or Trustee
<u>CONTACT DETAILS OF ALL LEGAL OWNER/S</u> <u>(Continue)</u> <u>(Whether Sole Proprietor OR Partner/s OR Members OR Director/s &/or Shareholder/s OR Trustees)</u>	State IF SOLE Proprietor, Partner, Member, Director or Trustee

Title	
Name/s	
Surname	
Postal/	
Home	
Address Code	
I.D. No./	
Passport no	
Country of Origin	
Email	
Tel No. Code Tel No.	
Cell No.	
Are YOU a Working Employer? (Yes/No) <i>(I.E do you WORK in the Establishment as well?)</i> IF YES, are you Qualified (ATTACH Copy of Certificate) (Yes/No) Wish to join the following: Sick Pay Fund(Yes/No)	

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

8.1 FULL Name/s & Surname of Person/Mgr in Day-to-Day Control:

8.2 Postal/Home Address of Person in Day-to-Day Control:

_____ Code : _____

8.3 Their Tel. Nos.: (W) Code Tel No. _____
(H) Code Tel No. _____
(Cell)

8.4 Their Email : _____

SUMMARY OF HCSBC's MAIN COLLECTIVE AGREEMENT

9. **Full Names of Bookkeeper/Accounting Officer :**

9.1 Postal/Physical Address of Bookkeeper/Accounting Officer:

_____ Postal Code : _____

9.2 Their Tel. Nos. : (W) Code Tel No. _____
 Contact Nos : (H) Code Tel No. _____
 (Cell)

9.3 Their Email : _____

10. IS there a QUALIFIED (Hairdresser OR Cosmetologist) working in YOUR Establishment? _____ (YES/NO)

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

- in the case of an establishment/s where the legal owner/s is/are NON-Working Owner/s, that at least 1 (one) qualified certificate-holder **must** be employed (Clause 5.2.2 refers), and also that
- **NO** person/s may perform any act defined under hairdressing or cosmetology in an establishment **UNLESS** he/she is qualified to practice either hairdressing OR cosmetology (Clause 5.4 refers); and that
- **NO** Learner/s may be contracted to train in your establishment **WITHOUT** proper supervision & training by a Qualified (Hairdresser/ Cosmetologist).

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

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

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

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

1. ALL PARTICULARS CONTAINED IN THIS REGISTRATION APPLICATION ARE CORRECT.
2. THE LIST OF EMPLOYEES (ANNEXURE 1), ANNEXED HERETO, AND INCORPORATED AS IF PART HEREOF, IS A TRUE AND CORRECT REFLECTION OF **ALL** THE EMPLOYEES CURRENTLY EMPLOYED AT THIS ESTABLISHMENT.
3. THE ESTABLISHMENT TO WHICH THIS APPLICATION RELATIONS IS –
 - a. NOT used for any purpose other than the provision of hairdressing and cosmetology services, unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith; and
 - b. NOT used as a training institution in contravention of clause 8.3 of the Agreement.

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

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

AT, on this the day of20.....
(PLACE) (MONTH) (YR)

PRINT NAMES IN FULL

Legal Owner/s SIGNATURE

PRINT NAMES IN FULL

Legal Owner/s SIGNATURE

PRINT NAMES IN FULL

Legal Owner/s SIGNATURE

PRINT NAMES IN FULL

Legal Owner/s SIGNATURE

PRINT NAMES IN FULL

Legal Owner/s SIGNATURE

ABOVE-SIGNED LEGAL OWNER/S TO ALSO INITIAL EACH PAGE OF THIS APPLICATION.

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
 P O Box 1963, ROODEPOORT, 1725

Tel: (011) 760-1685
 15 EDWARD STREET, ROODEPOORT, 1724

LIST OF EMPLOYEES (Annexure B1)

N.B: PARTICULARS OF EVERY EMPLOYEE (INCLUDING LEARNERS) OF THE ABOVE EMPLOYER/S MUST BE STATED HEREUNDER:

ESTABLISHMENT NAME	Date Engaged	DETAILS of PREVIOUS EMPLOYER (Establishment)	SEX M/F	OCCUPATION (Job Title)	Qualified (YES/No) ATTACH Copy of Certificate	Remuneration (Basic Salary or PSC)	Union/ NON-Union Member U/NU
EMPLOYEES' PERSONAL PARTICULARS							
Name		R.....	
Surname%	
Address			
..... Code			
I.D. No./						
Passport No.							
Date of Birth							
Country of Origin							
Home Tel.							
Cell No.							
Income Tax No							
Income Tax Office							
Email Address							
Name		R.....	
Surname%	
Address			
..... Code			
I.D. No./							
Passport No.							
Date of Birth							
Country of							

Origin					
Home Tel.					
Cell No.					
Income Tax No.					
Income Tax Office					
Email Address					

LIST OF EMPLOYEES (Annexure B1)

N.B: PARTICULARS OF EVERY EMPLOYEE (INCLUDING LEARNERS) OF THE ABOVE EMPLOYER/S MUST BE STATED HEREUNDER:

ESTABLISHMENT NAME	Date Engaged	DETAILS of PREVIOUS EMPLOYER (Establishment)	SEX M/F	OCCUPATION (Job Title)	Qualified (YES/No) ATTACH Copy of Certificate	Remuneration (Basic Salary or PSC)	Union/ NON-Union Member U/NU
EMPLOYEES' PERSONAL PARTICULARS							
Name		R.....	
Surname%	
Address			
Code			
I.D. No./							
Passport No.							
Date of Birth							
Country of Origin							
Home Tel.							
Cell No.							
Income Tax No.							
Income Tax Office							
Email Address							
Name		R.....	
Surname%	
Address			
Code			

I.D. No./ Passport No. Date of Birth Country of Origin Home Tel. Cell No. Income Tax No. Income Tax Office Email Address
---	-------	-------	-------	-------

LIST OF EMPLOYEES (Annexure B1)

N.B: PARTICULARS OF EVERY EMPLOYEE (INCLUDING LEARNERS) OF THE ABOVE EMPLOYER/S MUST BE STATED HEREUNDER:

ESTABLISHMENT NAME					Date Engaged	DETAILS of PREVIOUS EMPLOYER (Establishment)	SEX M/F	OCCUPATION (Job Title)	Qualified (YES/No) ATTACH Copy of Certificate	Remuneration (Basic Salary or PSC)	Union/Non-Union Member U/NU
EMPLOYEES' PERSONAL PARTICULARS											
Name		R..... %	
Surname			
Address			
..... Code			
I.D. No./					
Passport No.											
Date of Birth											
Country of Origin											
Home Tel.											
Cell No.											
Income Tax No.											
Income Tax Office											
Email Address											
Name		R..... %	
Surname			
Address											

[illegible]

ANNEXURE C

H C S B C

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



(semi national)

Tel: (011) 760-1685
15 EDWARD STREET, ROODEPOORT, 1724

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

COMMISSION AGREEMENT

Commission agreement between:

("the Employer")_____
("the Employee")

1. Date of commencement of Employment:
- 2.1 **Rate of commission:** 40% (per cent) (After January 2010 – 30%)
(Note: A higher rate of 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 commission at the rate set out above on his or her gross takings once he or she has doubled his or her wage.
- 2.3 The Employee shall be entitled to monthly Personal Service Commission at the rate set out above on his or her gross takings.
(If the establishment has been registered for VAT, VAT must be deducted from the gross takings)
- 2.4 For the purposes of this commission agreement "takings" does not include sales of hairdressing products.
- 2.5 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.

- 3.1 **Rate of commission:** 5% (per cent)
 (Note: a higher rate of 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 _____ on 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 D
HCSBC

(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

ATTENDANCE REGISTER

M	D	Name			Name			Name			Name		
		In	Lunch	Out	Sign	In	Lunch	Out	Sign	In	Lunch	Out	Sign
MONTH													

ANNEXURE E
(Clause 13.1 of the MAIN Collective Agreement)
HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL

REMUNERATION/BASIC SALARY/WAGE REGISTER

BUSINESS					TAX YEAR		
SURNAME			DATE STARTED				
FIRST NAMES			DATE LEFT				
ID NUMBER			MARITAL STATUS				
UIF CARD			DEPENDANTS MED AID:				
ADDRESS							
TAX CODE							

LEAVE RECORDS			
FROM	TO	DAYS	BAL

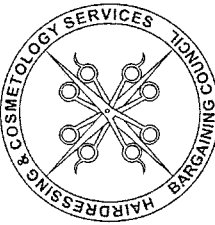
MONTH	TOTAL REMUNERATION					DEDUCTIONS							NETT PAY	
	BASIC SALARY	COMM. ESCROW	LEAVE PAY	ALLOW.	ABSENT	GROSS PAY	TAX	UIF	UNION	Bargaining Council	SICK PAY	PROV. FUND		TOTAL DED.
MARCH														
APRIL														
MAY														
JUNE														
JULY														
AUGUST														
SEPT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

RPS CERTIFICATE NO'S

ANNEXURE F

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

COMPLAINT FORM

**REFERRING A COMPLAINT/DISPUTE FOR
APPLICATION AND ENFORCEMENT TO THE HCSBC**

FOR HCSBC OFFICE USE ONLY:

HCSBC CASE NO:
DATE OF COMPLAINT:
APPLICANT:
RESPONDENT:

First Names : _____

Identity number : _____

Address : _____

Occupation : (Tick whichever Applicable) Code _____

<input type="checkbox"/> MANAGER	<input type="checkbox"/> QUALIFIED Hairdresser	<input type="checkbox"/> AFRO Hairdresser	<input type="checkbox"/> LEARNER/ Apprentice
<input type="checkbox"/> MANICURIST	<input type="checkbox"/> BEAUTICIAN	<input type="checkbox"/> Receptionist	<input type="checkbox"/> OPERATOR
<input type="checkbox"/> General Assistant	<input type="checkbox"/> OTHER (PLEASE STATE) _____		

IF a LEARNER/Apprentice DO YOU have a Learnership Contract registered with the Services SETA? (Yes/NO)

Contact Tel No. (Cell) : _____

Fax / Email : _____

ALTERNATE contact details:

Surname & First Names : _____

Relation to the Employee : _____

Identity number : _____

Address : _____

Tel No. (Cell) : _____ Code _____
 Fax /Email : _____

2. **DETAILS OF THE OTHER PARTY:**

(Party with WHOM you are in Dispute)

The **OTHER** Party is: (Tick the box ✓)

- ☐ **An Employee**
☐ **A Union Official or Representative**
☐ **An Employer**
☐ **An Employers' Organisation's Official or Representative**

Name of Establishment : _____
(IF an EMPLOYER/Union/Employers' Organisation)

OR

Surname & First Names : _____
(IF an EMPLOYEE)

Address : _____

_____ Code _____

Contact Tel No. (Cell) : _____

Fax / Email : _____

Contact Person : _____
 (IF an EMPLOYER/Union/Employers' Organisation)

3. **NATURE OF COMPLAINT:**

- | | |
|---|--|
| <input type="checkbox"/> Underpayment on salary
(Clause 12) | <input type="checkbox"/> Non payment of salary
(Clause 12) |
| <input type="checkbox"/> Notice Pay
(Clause 19) | <input type="checkbox"/> Non payment of overtime
(Clause 14) |
| <input type="checkbox"/> Non payment for public holidays
(Clause 15) | <input type="checkbox"/> Non payment of Leave Pay
(Clause 16) |
| <input type="checkbox"/> Non Payment of Severance Pay
(Clause 20) | <input type="checkbox"/> Non payment of contributions
(Clause 22) |
| <input type="checkbox"/> Other (Please describe below) | |

4. **STATEMENT OF CLAIMS:** _____ (please provide proof thereof)

5. ADDITIONAL COMMENTS:

6. RATE OF PAY:

☐ Percentage of commission: _____

☐ Basic salary: _____

If qualified, and working on commission plus basic, was an

☐ Yes

☐ No

exemption applied for?

7. PERIOD OF EMPLOYMENT:

Start date: _____ Date Left: _____

8. HAVE YOU DISCUSSED THE PROBLEM WITH YOUR EMPLOYER?

☐ Yes

☐ No

Explanation:

SIGNED AT _____ ON _____ (date)

Signature : _____

NB: In the event of any change in address or contact details, please contact the Case Management Officer (Ingrid Clark) at Tel. No: (011) 760-1685 or Fax No: (011) 760-1274.

READ THESE REQUIREMENTS BEFORE APPLYING FOR EXEMPTION

- (1) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council meeting.
- (2) All applications for exemption shall be substantiated, and shall include the following details:
 - (a) The period for which the exemption is required;
 - (b) The Agreement and clauses or sub-clauses of the Agreement from which exemptions is required;
 - (c) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support or against the application must be included in the application.

- (3) The Secretary of the Council shall place the application for exemption on the agenda of the next Council meeting, for decision.
- (4) The Secretary of the Council shall provide the Council meeting with details of all the applications for exemption.
- (5) The Council meeting shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Council meeting may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (6) Once the Council meeting has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (7) When the Council meeting decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

EXEMPTION CRITERIA

- (1) An application for exemption shall be submitted to the Secretary of the Council on the prescribed forms, and contains the following information:
 - (a) The written and verbal substantiation provided by the applicant;
 - (b) the extent of consultation with and the petition for or against the granting of the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (c) the terms of the exemption;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that competitive advantage is not created by the exemption;

- (f) the views on exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the process exemption undermines collective bargaining and labour peace in the Hairdressing and Cosmetology Trade;
- (h) any existing special economic or other circumstances that warrant the granting of the exemption;
- (i) reporting requirements to be met by the applicant, and the monitoring and re-evaluation provisions; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate the Labour Market Policy.

APPLICATION FOR EXEMPTION

REF. NO: EXE_____

1. DETAILS OF THE APPLICANT:

(Please tick the box with an X where applicable)

1.1 As the applicant are you:

- ☐ the employee ☐ the employer
- ☐ Union Member ☐ EOHCB Member
- ☐ Non Union Member ☐ Non EOHCB Member

Name & Surname of Applicant: _____

Designation: _____

Salon Name: _____ Salon Code _____

Physical Address: _____

☐ Pension Fund Membership: Clause 5 (Include copy of existing policy)

☐ Sick Pay Fund Membership: Clause 6

☐ Hours of Work: Clause 14: Recommended hours _____

☐ Other: Describe _____

Period of exemption being applied for _____

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

YES	
NO	

Briefly state the outcome of that consultation: _____

Signatures: Employer: _____ Employee: _____

Date of Consultation: _____

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

YES	
NO	

Briefly state the outcome of that consultation: _____

Signatures: UASA Official: _____ EOHCB Official: _____

Date of Consultation: _____

5. MOTIVATION FOR EXEMPTION:

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

- ☐ **Copy of the alternative Pension/Provident Fund Policy provided by the employer;**
- ☐ **Copy of the business Financial Statement for the past three months if application is for salary;**
- ☐ **I have indicated in my application the period on which exemption is applied for;**

7. AGENT'S /UNION'S/EMPLOYERS' ORGANISATION'S REPORT

Does the applicant comply with the following statutory requirements?

VAT	<input type="checkbox"/> Yes	<input type="checkbox"/> No
UIF	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Workmen's Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
HCSBC Contributions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Income Tax	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Regional Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Agent's/Union Representative's/ Employers' Organisation's Representative's Comments

Name of Agent/Union Representative/Employers' Organisation's Representative

*Bargaining Council/Union/Employers' Organisation

*(Please circle correct establishment)

Signature

Date

8. I agree to abide by the requirement set down when applying for the exemption and agree that if all requirements are not met, my application will not be considered.

Signature: (APPLICANT)

9 Affected Employees

Date:

Name	I/D Number	Address	Contact Number

N.B: NOTE THAT IN THE EVENT THAT THE APPLICANT IS NOT SATISFIED WITH THE DECISION OF THE EXEMPTION COMMITTEE THE APPLICANT IS ENTITLED TO APPEAL AGAINST THE OUTCOME WITHIN 30 DAYS AFTER IT BECAME KNOWN.

ANNEXURE AA- SALARIES**HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)**

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)				
Remuneration /Basic Salary / Wages Payable				
the Magisterial District of ALBERTON which falls within Area 1				
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%	
MANAGER				
Manager/ess Only	R 4,164.14	R 4,329.78	R 4,536.17	
BARBERS				
Trainee Barber (1-6 Months)	R 1,750.00	N/A		
Junior Barber (6-12 Months)	R 2,250.00			
Senior Barber (More than 1 Year)	R 3,750.00			
HAIRDRESSER - QUALIFIED				
1st Year after qualifying	R 2,963.52	N/A		
Thereafter	R 3,954.67			
AFRO HAIRDRESSER / STYLIST				
With COTT or SETA qualification	R 2,798.15	R 2,938.16	R 3,078.18	
With informal qualification	R 1,772.82	R 1,862.12	R 1,950.32	
UNSKILLED AFRO HAIRDRESSER				
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,149.91	R 1,207.24	R 1,264.57	
LEARNER MODULES				
Module 0	R 1,843.38	N/A		
Module 1	R 1,905.12			

Module 2	R 2,007.65		
Module 3	R 2,106.88		
Module 4	R 2,212.72		
Module 5	R 2,362.50		
Module 6	R 2,416.68		
LEARNER UNIT STANDARDS			
Entry Level	R 1,625.09	N/A	
Core Unit Standards Level 2	R 1,920.56		
Core Unit Standards Level 3	R 2,157.59		
Core Unit Standards Level 4	R 2,367.07		
RECEPTIONIST			
Thereafter	R 2,829.02	R 2,970.14	R 3,112.36
OPERATOR			
First Year Operator	1,395.77	N/A	
Operator	2,758.46	2,896.27	3,034.08
Multi-Skilled Operator	3,134.41	3,290.96	3,447.52
GENERAL ASSISTANT			
	R 1,468.53	R 1,542.40	R 1,616.27
MANICURITS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013			
First three months of experience	R 1,095.89	N/A	
Second three months of experience	R 1,276.70		
Third three months of experience	R 1,593.11		
Thereafter	R 2,825.71	R 2,966.83	R 3,109.05
BEAUTY SECTOR APPOINTED FROM 2013			
Manicurist / Pedicurist / Wax Technician	R 2,020.00		
Unqualified Manicurist / Pedicurist / Wax Technician	R 1,313.00		
Nail Technician - NQF4	R 2,450.00		
Unqualified Nail Technician	R 2,100.00		
2 Year Qualified Therapist	R 3,572.00		
Unqualified 2 Year Qualified Therapist	R 3,200.00		
3 Year Qualified Somatologist	R 3,750.00		
Unqualified 3 Year Qualified Somatologist	R 2,572.00		

B Tech Somatologist	R 4,100.00
B Tech Laser Somatologist	R 4,400.00
Beauty Manager	R 4,560.00
Beauty Manager / Therapist	R 6,042.00
Beauty Cleaner	R 2,396.16
Receptionist	R 4,235.92
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement.	

ANNEXURE BB

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)			
Remuneration / Basic Salary / Wage Schedule (Clause 12.1) Remuneration / Basic Salary / Wages Payable in Area 3 which means the Magisterial Districts of East London & Port Alfred			
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 3,139.50	R 3,296.75	R 3,454.00
Manager/ess & Hairdresser (Per month + Personal Services Commission)	R 4,679.22	R 4,912.91	R 5,146.60
BARBERS			
Trainee Barber (1-6 Months)	R 1,750.00	N/A	N/A
Junior Barber (6-12 Months)	R 2,250.00		
Senior Barber (More than 1 Year)	R 3,750.00		
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 3,837.29	N/A	
Thereafter	R 4,609.33	R 4,839.74	R 5,070.16
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,885.06	R 3,029.21	R 3,173.35
With informal qualification	R 1,803.98	R 1,894.62	R 1,984.16
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,176.08	R 1,235.05	R 1,294.02
LEARNER MODULES			
Module 0	R 1,915.37	N/A	
Module 1	R 2,000.54	N/A	

Module 2	R 2,132.68	
Module 3	R 2,265.90	
Module 4	R 2,384.93	
Module 5	R 2,535.62	
Module 6	R 2,669.94	
LEARNER UNIT STANDARDS		
Entry Level	R 1,764.67	N/A
Core Unit Standards Level 2	R 2,016.92	
Core Unit Standards Level 3	R 2,264.81	
Core Unit Standards Level 4	R 2,459.18	
RECEPTIONIST		
First year of experience	R 3,468.19	N/A
Thereafter	R 4,137.59	
OPERATOR		
First Year Operator	R 1,855.31	N/A
Operator	R 2,275.73	
Multi-Skilled Operator	R 2,781.32	
GENERAL ASSISTANT		
	R 2,037.67	R 2,139.23
MANICURISTS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013		
First year of experience		
Thereafter	R 2,728.91	N/A
	R 3,368.82	R 3,536.99
BEAUTY SECTOR APPOINTED FROM 2013		
Manicurist / Pedicurist / Wax Technician	R 1,666.50	N/A
Unqualified Manicurist / Pedicurist / Wax Technician	R 1,083.23	
Nail Technician - NQF4	R 2,021.25	
Unqualified Nail Technician	R 1,732.50	
2 Year Qualified Therapist	R 2,946.90	
Unqualified 2 Year Qualified Therapist	R 2,640.00	
3 Year Qualified Somatologist	R 3,093.75	
Unqualified 3 Year Qualified Somatologist	R 2,121.90	
B Tech Somatologist	R 3,382.50	

B Tech Laser Somatologist	R 3,630.00
Beauty Manager	R 3,762.00
Beauty Manager / Therapist	R 4,984.65
Beauty Cleaner	R 1,976.83
Receptionist	R 3,494.63
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .	

ANNEXURE CC

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)

Remuneration / Basic Salary / Wage Schedule (Clause 12.1) Remuneration / Basic Salary / Wages Payable in Area 5 which means the Province of FREE STATE				
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%	
MANAGER				
Manager/ess Only	R 3,223.58	R 3,384.11	R 3,546.82	
Manager/ess & Hairdresser (Per month + Personal Services Commission)	R 4,165.98	R 4,373.46	R 4,583.12	
BARBERS				
Trainee Barber (1-6 Months)	R 1,750.00	N/A	N/A	N/A
Junior Barber (6-12 Months)	R 2,250.00			
Senior Barber (More than 1 Year)	R 3,750.00			
HAIRDRESSER - QUALIFIED				
1st Year after qualifying	R 2,210.21	N/A		
Thereafter	R 2,612.06	R 2,743.10	R 2,874.14	
AFRO HAIRDRESSER / STYLIST				
With COTT or SETA qualification	R 2,298.66	R 2,413.32	R 2,529.07	
With informal qualification	R 1,534.26	R 1,609.61	R 1,687.14	
UNSKILLED AFRO HAIRDRESSER				
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 938.03	R 984.98	R 1,030.85	
LEARNER MODULES				
Module 0	R 1,330.06	N/A		
Module 1	R 1,383.56	N/A		

Module 2	R 1,478.57		
Module 3	R 1,569.20		
Module 4	R 1,663.12		
Module 5	R 1,752.66		
Module 6	R 1,849.85		
LEARNER UNIT STANDARDS			
Entry Level	R 1,273.27	N/A	
Core Unit Standards Level 2	R 1,395.58		
Core Unit Standards Level 3	R 1,638.00		
Core Unit Standards Level 4	R 1,814.90		
RECEPTIONIST			
Thereafter	R 2,312.86	R 2,428.61	R 2,544.36
OPERATOR			
First Year Operator	1,349.71	N/A	
Operator	1,864.04	1,956.86	2,049.68
Multi-Skilled Operator	2,304.12	2,419.87	2,534.53
GENERAL ASSISTANT			
	R 1,104.01	R 1,159.70	R 1,214.30
MANICURISTS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013			
First three months of experience	R 1,061.42	N/A	
Second three months of experience	R 1,235.05		
Third three months of experience	R 1,541.90		
Thereafter	R 2,295.38	R 2,410.04	R 2,524.70
BEAUTY SECTOR APPOINTED FROM 2013			
Manicurist / Pedicurist / Wax Technician	R 1,313.00	N/A	
Unqualified Manicurist / Pedicurist / Wax Technician	R 853.45		
Nail Technician - NQF4	R 1,592.50		
Unqualified Nail Technician	R 1,365.00		
2 Year Qualified Therapist	R 2,321.80		
Unqualified 2 Year Qualified Therapist	R 2,080.00		
3 Year Qualified Somatologist	R 2,437.50		
Unqualified 3 Year Qualified Somatologist	R 1,671.80		

B Tech Somatologist	R 2,665.00
B Tech Laser Somatologist	R 2,860.00
Beauty Manager	R 2,964.00
Beauty Manager / Therapist	R 3,927.30
Beauty Cleaner	R 1,557.50
Receptionist	R 2,753.35
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .	

ANNEXURE DD

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)			
Remuneration / Basic Salary / Wage Schedule (Clause 12.1) Remuneration / Basic Salary / Wages Payable in Area 1 which means the Province of Gauteng (Excluding Alberton, Pretoria, Wonderboom and Bronkhorstspuit)			
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/ess Only	R 4,788.42	R 5,027.57	R 5,267.81
Manager/ess & Hairdresser (Per month + Personal Services Commission)	R 6,344.52	R 6,661.20	R 6,980.06
BARBERS			
Trainee Barber (1-6 Months)	R 1,750.00	N/A	N/A
Junior Barber (6-12 Months)	R 2,250.00		
Senior Barber (More than 1 Year)	R 3,750.00		
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 4,467.37	N/A	N/A
Thereafter	R 6,375.10		
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 3,642.91	R 3,825.28	R 4,007.64
With informal qualification	R 2,529.07	R 2,655.74	R 2,782.42
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,856.40	R 1,949.22	R 2,042.04
LEARNER MODULES			

Module 0	R 1,978.70	N/A	
Module 1	R 2,045.32		
Module 2	R 2,156.70		
Module 3	R 2,261.53		
Module 4	R 2,374.01		
Module 5	R 2,485.39		
Module 6	R 2,595.68		
LEARNER UNIT STANDARDS			
Entry Level	R 1,782.14	N/A	
Core Unit Standards Level 2	R 2,058.42		
Core Unit Standards Level 3	R 2,322.68		
Core Unit Standards Level 4	R 2,541.08		
RECEPTIONIST			
Thereafter	R 4,447.72	R 4,670.48	R 4,892.16
OPERATOR			
First Year Operator	2,675.40	N/A	
Operator	4,060.06	4,263.17	4,466.28
Multi-Skilled Operator	4,492.49	4,717.44	4,941.30
GENERAL ASSISTANT			
	R 2,515.97	R 2,641.55	R 2,767.13
MANICURITS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013			
First three months of experience	R 1,788.70	N/A	
Second three months of experience	R 2,066.06		
Third three months of experience	R 2,616.43		
Thereafter	R 4,611.52	R 4,841.93	R 5,072.34
BEAUTY SECTOR APPOINTED FROM 2013			
Manicurist / Pedicurist / Wax Technician	R 2,020.00	N/A	
Unqualified Manicurist / Pedicurist / Wax Technician	R 1,313.00		
Nail Technician - NQF4	R 2,450.00		

Unqualified Nail Technician	R 2,100.00
2 Year Qualified Therapist	R 3,572.00
Unqualified 2 Year Qualified Therapist	R 3,200.00
3 Year Qualified Somatologist	R 3,750.00
Unqualified 3 Year Qualified Somatologist	R 2,572.00
B Tech Somatologist	R 4,100.00
B Tech Laser Somatologist	R 4,400.00
Beauty Manager	R 4,560.00
Beauty Manager / Therapist	R 6,042.00
Beauty Cleaner	R 2,396.16
Receptionist	R 4,235.92
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	

PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .	

ANNEXURE EE

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)

Remuneration / Basic Salary / Wage Schedule (Clause 12.1) Remuneration / Basic Salary / Wages Payable in the Magisterial District of KIMBERLEY (which falls within area 5)			
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%
MANAGER			
Manager/less Only			
Manager/less & Hairdresser (Per month + Personal Services Commission)	R 3,223.58	R 3,384.11	R 3,546.82
	R 4,165.98	R 4,373.46	R 4,583.12
BARBERS			
Trainee Barber (1-6 Months)	R 1,750.00	N/A	N/A
Junior Barber (6-12 Months)	R 2,250.00		
Senior Barber (More than 1 Year)	R 3,750.00		
HAIRDRESSER - QUALIFIED			
1st Year after qualifying	R 2,210.21	N/A	
Thereafter	R 2,612.06	R 2,743.10	R 2,874.14
AFRO HAIRDRESSER / STYLIST			
With COTT or SETA qualification	R 2,298.66	R 2,413.32	R 2,529.07
With informal qualification	R 1,534.26	R 1,610.70	R 1,687.14
UNSKILLED AFRO HAIRDRESSER			
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 938.03	R 984.98	R 1,030.85
LEARNER MODULES			
Module 0	R 1,330.06	N/A	
Module 1	R 1,383.56	N/A	

Module 2	R 1,478.57		
Module 3	R 1,569.20		
Module 4	R 1,663.12		
Module 5	R 1,752.66		
Module 6	R 1,849.85		
LEARNER UNIT STANDARDS			
Entry Level	R 1,273.59		N/A
Core Unit Standards Level 2	R 1,397.76		
Core Unit Standards Level 3	R 1,644.55		
Core Unit Standards Level 4	R 1,814.90		
RECEPTIONIST			
Thereafter	R 2,312.86	R 2,428.61	R 2,544.36
OPERATOR			
First Year Operator	1,349.71		N/A
Operator	1,818.18	1,909.91	2,000.54
Multi-Skilled Operator	2,250.61	2,362.00	2,474.47
GENERAL ASSISTANT			
	R 1,072.97	R 1,124.76	R 1,179.36
MANICURISTS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013			
First three months of experience	R 1,061.42		N/A
Second three months of experience	R 1,235.05		
Third three months of experience	R 1,541.90		
Thereafter	R 2,295.38	R 2,410.04	R 2,524.70
BEAUTY SECTOR APPOINTED FROM 2013			
Manicurist / Pedicurist / Wax Technician	R 1,353.40		N/A
Unqualified Manicurist / Pedicurist / Wax Technician	R 879.71		
Nail Technician - NQF4	R 1,641.50		
Unqualified Nail Technician	R 1,407.00		

2 Year Qualified Therapist	R 2,393.24
Unqualified 2 Year Qualified Therapist	R 2,144.00
3 Year Qualified Somatologist	R 2,512.50
Unqualified 3 Year Qualified Somatologist	R 1,723.24
B Tech Somatologist	R 2,747.00
B Tech Laser Somatologist	R 2,948.00
Beauty Manager	R 3,055.20
Beauty Manager / Therapist	R 4,048.14
Beauty Cleaner	R 1,605.43
Receptionist	R 2,838.07
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	

SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .	

ANNEXURE FF

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (semi-national)

Remuneration / Basic Salary / Wage Schedule (Clause 12.1)				
Remuneration /Basic Salary / Wages Payable in Area 2				
which means the Magisterial Districts of KLERKSDORP AND POTCHEFSTROOM				
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%	
MANAGER				
Manager/ess Only	R 3,859.23	R 4,052.68	R 4,245.04	
Manger/ess & Hairdresser (Per month + Personal Services Commission)	R 4,648.24	R 4,880.85	R 5,113.39	
BARBERS				
Trainee Barber (1-6 Months)	R 1,750.00	N/A		
Junior Barber (6-12 Months)	R 2,250.00			
Senior Barber (More than 1 Year)	R 3,750.00			
HAIRDRESSER - QUALIFIED				
1st Year after qualifying	R 3,308.22	N/A		
Thereafter	R 4,410.23	R 4,629.77	R 4,851.48	
AFRO HAIRDRESSER / STYLIST				
With COTT or SETA qualification	R 2,956.10	R 3,103.90	R 3,251.71	
With informal qualification	R 1,528.04	R 1,604.12	R 1,681.28	
UNSKILLED AFRO HAIRDRESSER				
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,044.41	R 1,096.58	R 1,149.83	
LEARNER MODULES				
Module 0	R 1,657.37	N/A		
Module 1	R 1,736.71			

Module 2	R 1,850.82		
Module 3	R 1,970.37		
Module 4	R 2,084.48		
Module 5	R 2,200.77		
Module 6	R 2,317.06		
LEARNER UNIT STANDARDS			
Entry Level	R 1,403.06		N/A
Core Unit Standards Level 2	R 1,620.42		
Core Unit Standards Level 3	R 1,876.90		
Core Unit Standards Level 4	R 2,098.61		
RECEPTIONIST			
Thereafter	R 3,122.38	R 3,278.88	R 3,434.29
OPERATOR			
First Year Operator	R 2,130.13		N/A
Operator	R 2,951.75	R 3,099.55	3,246.27
Multi-Skilled Operator	R 3,494.06	3,669.04	3,842.92
GENERAL ASSISTANT			
	R 1,604.12	R 1,684.54	R 1,763.88
MANICURITS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013			
First three months of experience	R 1,228.50		N/A
Second three months of experience	R 1,430.52		
Third three months of experience	R 1,785.42		
Thereafter	R 3,165.71	R 3,324.05	R 3,483.48
BEAUTY SECTOR APPOINTED FROM 2013			
Manicurist / Pedicurist / Wax Technician	R 1,535.20		N/A
Unqualified Manicurist / Pedicurist / Wax Technician	R 997.88		
Nail Technician - NQF4	R 1,862.00		
Unqualified Nail Technician	R 1,596.00		
2 Year Qualified Therapist	R 2,714.72		
Unqualified 2 Year Qualified Therapist	R 2,432.00		
3 Year Qualified Somatologist	R 2,850.00		
Unqualified 3 Year Qualified Somatologist	R 1,954.72		

B Tech Somatologist	R 3,116.00
B Tech Laser Somatologist	R 3,344.00
Beauty Manager	R 3,465.60
Beauty Manager / Therapist	R 4,591.92
Beauty Cleaner	R 1,821.08
Receptionist	R 3,219.30
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 5.5% of salary. Contributions payable by all employers will be 5.5% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	
PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .	

ANNEXURE GG

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL (seminational)

Remuneration / Basic Salary / Wage Schedule (Clause 12.1) Remuneration / Basic Salary / Wages Payable in Area 4 which means the Magisterial Districts of Port Elizabeth, Uitenhage & Humansdorp				
EMPLOYEE CATEGORY	Basic Salary per month to 31/12/2013	After 5 COMPLETED Years Service + 5%	After 10 COMPLETED Years Service + 10%	
MANAGER				
Manager/ess Only	R 3,950.86	R 4,148.51	R 4,346.16	
Manager/ess & Hairdresser (Per month + Personal Services Commission)	R 4,796.06	R 5,036.30	R 5,275.45	
BARBERS				
Trainee Barber (1-6 Months)	R 1,750.00	N/A	N/A	N/A
Junior Barber (6-12 Months)	R 2,250.00			
Senior Barber (More than 1 Year)	R 3,750.00			
HAIRDRESSER - QUALIFIED				
1st Year after qualifying	R 3,724.81	N/A		
Thereafter	R 4,229.32	R 4,441.16	R 4,652.59	
AFRO HAIRDRESSER / STYLIST				
With COTT or SETA qualification	R 2,941.85	R 3,089.27	R 3,235.60	
With informal qualification	R 1,840.02	R 1,931.75	R 2,024.57	
UNSKILLED AFRO HAIRDRESSER				
(An Employee who does 1 or more of the following: Braiding, Plaiting, Cutting, Hair Extensions)	R 1,199.02	R 1,259.08	R 1,319.14	
LEARNER MODULES				
Module 0	R 1,936.12	N/A		

Module 1	R 2,036.58						
Module 2	R 2,132.68						
Module 3	R 2,233.14						
Module 4	R 2,333.60						
Module 5	R 2,432.98						
Module 6	R 2,534.53						
LEARNER UNIT STANDARDS							
Entry Level	R 1,764.67	N/A					
Core Unit Standards Level 2	R 2,036.58						
Core Unit Standards Level 3	R 2,285.56						
Core Unit Standards Level 4	R 2,483.21						
RECEPTIONIST							
First year of experience	R 3,161.34	N/A					
Thereafter	R 3,827.46					R 4,018.56	R 4,210.75
OPERATOR							
First Year Operator	R 1,987.44	N/A					
Operator	R 2,526.89					R 2,653.56	R 2,779.14
Multi-Skilled Operator	R 2,920.01					R 3,066.34	R 3,212.66
GENERAL ASSISTANT							
MANICURISTS & / OR BEAUTY CULTURIST APPOINTED BEFORE 2013		R 2,165.44	R 2,273.54	R 2,382.74			
First year of experience		R 2,788.97	N/A				
Thereafter		R 3,623.26				R 3,804.53	R 3,985.80
BEAUTY SECTOR APPOINTED FROM 2013							
Manicurist / Pedicurist / Wax Technician		R 1,719.02	N/A				
Unqualified Manicurist / Pedicurist / Wax Technician		R 1,117.36					
Nail Technician - NQF4		R 2,084.95					
Unqualified Nail Technician		R 1,787.10					
2 Year Qualified Therapist		R 3,039.77					
Unqualified 2 Year Qualified Therapist		R 2,723.20					

3 Year Qualified Somatologist	R 3,191.25
Unqualified 3 Year Qualified Somatologist	R 2,188.77
B Tech Somatologist	R 3,489.10
B Tech Laser Somatologist	R 3,744.40
Beauty Manager	R 3,880.56
Beauty Manager / Therapist	R 5,141.74
Beauty Cleaner	R 2,039.13
Receptionist	R 3,604.77
CASUAL EMPLOYEE	
(An employee who substitutes for any permanent employee who is sick or on leave)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
PART TIME EMPLOYEE	
(An employee who works 1 or 2 or 3 days per week)	
Remuneration / Basic Salary / Wages shall be calculated at the prescribed DAILY rate for that category of employment	
NOTE : COMMISSION EARNERS	
Qualified Hairdressers / Stylists EMPLOYEES EMPLOYED FROM 2010: Minimum of 30% commission EMPLOYEES EMPLOYED BEFORE 2010: Minimum of 40% Commission NO STOCK DEDUCTION	
DEDUCTIONS FOR COMMISSION EARNERS ABSENT WITHOUT PERMISSION	
Deductions to be made from commission either on a daily rate or on a hourly rate for commission earners that stay off work without permission. The calculation on daily and hourly rates will be based on the prescribed basic salary.	
PROVIDENT FUND	
PLEASE NOTE : As from 1 January 2013 for all party salons Provident Fund Contributions to be paid by all employees will be 6% of salary. Contributions payable by all employers will be 6% of salary. For all non-parties with effect from date of coming into operation of this agreement	
SICK PAY FUND	

PLEASE NOTE : As from 1 January 2013 Sick Pay Fund Contributions will be compulsory for all party employees. For all non-party employees with effect from date of coming into operation of this agreement. .

ANNEXURE HH – CONTRIBUTION SCHEDULES

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)									
CONTRIBUTION SCHEDULE (Clause 22)									
SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND hci PROVIDENT/PENSION FUND CONTRIBUTIONS FOR ALBERTON (which falls within Area 1)									
(Effective from the date of coming into operation of the agreement)									
Work Code	CATEGORY	UNION / AGENCY	BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund (equal contributions by employer and employee)		
			Employer	Employee	Employer	Employee	Employer	Employee	
	EOHCB Subscriptions (Southern Gauteng)	R375.00 EOHCB/ Agency Fee	R125 Afro Salons/Agency Fee						
	Basic establishment charge		R 82.69						
	Total minimum charge		R 150.15						
	One Man Band / Rent A Chairs		R 136.64						
05 WE	Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R 59.32	N/A	R 474.56 (Optional)		
	MANAGER								
05 MO1	Manager Only	R 79.00	R 22.05	R 62.84	R20.82	R41.64	R249.85	each	
05 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R21.65	R43.30	R259.79	each	
05 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R22.68	R45.36	R272.17	each	
05 MH1	Manageress / Hairdresser	R 79.00	R 22.05	R 62.84	R25.72	R51.44	R308.66	each	
05 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R27.01	R54.01	R324.07	each	
05 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R28.29	R56.58	R339.48	each	
	BARBERS								
05 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R8.75	R17.50	R105.00	each	
05 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R11.25	R22.50	R135.00	each	
05 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R18.75	R37.50	R225.00	each	

		HAIRDRESSER – QUALIFIED											
05	HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 14.82	R 29.64	R 177.81	each				
05	HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 19.77	R 39.55	R 237.28	each				
05	HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 20.76	R 41.52	R 249.12	each				
05	HQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 21.75	R 43.49	R 260.96	each				
		AFRO HAIRDRESSER / STYLIST											
05	AHQ1	With COTT or SETA Qualification	R 79.00	R 22.05	R 62.84	R 13.99	R 27.98	R 167.89	each				
05	AHQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 14.69	R 29.38	R 176.29	each				
05	AHQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 15.39	R 30.78	R 184.69	each				
05	AH11	With Informal Qualification	R 79.00	R 22.05	R 62.84	R 8.86	R 17.73	R 106.37	each				
05	AH15	After 5 years	R 79.00	R 22.05	R 62.84	R 9.31	R 18.62	R 111.73	each				
05	AH110	After 10 years	R 79.00	R 22.05	R 62.84	R 9.75	R 19.50	R 117.02	each				
05	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Haircutting or Extensions	R 79.00	R 22.05	R 62.84	R 5.75	R 11.50	R 68.99	each				
05	AHB 5	After 5 years	R 79.00	R 22.05	R 62.84	R 6.04	R 12.07	R 72.43	each				
05	AHB10	After 10 years	R 79.00	R 22.05	R 62.84	R 6.32	R 12.65	R 75.87	each				
		LEARNER – MODULES											
05	LM0	Before completing module 1	R 79.00	R 13.23	R 26.46	R 9.22	R 18.43	R 110.60	each				
05	LM1	Module 1	R 79.00	R 13.23	R 26.46	R 9.53	R 19.05	R 114.31	each				
05	LM2	Module 2	R 79.00	R 13.23	R 26.46	R 10.04	R 20.08	R 120.46	each				
05	LM3	Module 3	R 79.00	R 13.23	R 26.46	R 10.53	R 21.07	R 126.41	each				
05	LM4	Module 4	R 79.00	R 16.54	R 36.38	R 11.06	R 22.13	R 132.76	each				
05	LM5	Module 5	R 79.00	R 16.54	R 36.38	R 11.81	R 23.62	R 141.75	each				
05	LM6	Module 6	R 79.00	R 16.54	R 36.38	R 12.08	R 24.17	R 145.00	each				
		LEARNER – UNIT STANDARDS											

05	LS0	Entry Level	R 79.00	R 13.23	R 26.46	R 8.13	R 16.25	R 97.51	each
05	LS1	Core Unit Standard Level 2	R 79.00	R 13.23	R 26.46	R 9.60	R 19.21	R 115.23	each
05	LS6	Core Unit Standard Level 3	R 79.00	R 16.54	R 36.38	R 10.79	R 21.58	R 129.46	each
05	LS11	Core Unit Standard Level 4	R 79.00	R 16.54	R 36.38	R 11.84	R 23.67	R 142.02	each
05	RE1	RECEPTIONIST/TELEPHONIST	R 79.00	R 22.05	R 52.92	R 14.15	R 28.29	R 169.74	each
05	RE5	After 5 years	R 79.00	R 22.05	R 52.92	R 14.85	R 29.70	R 178.21	each
05	RE10	After 10 years	R 79.00	R 22.05	R 52.92	R 15.56	R 31.12	R 186.74	each
		OPERATOR							
05	OP	First year	R 79.00	R 13.23	R 26.46	R 6.98	R 13.96	R 83.75	each
05	OP1	Thereafter	R 79.00	R 13.23	R 26.46	R 13.79	R 27.58	R 165.51	each
05	OP5	After 5 years	R 79.00	R 13.23	R 26.46	R 14.48	R 28.96	R 173.78	each
05	OP10	After 10 years	R 79.00	R 13.23	R 26.46	R 15.17	R 30.34	R 182.04	each
05	OPM1	Operator Multi-skilled	R 79.00	R 13.23	R 26.46	R 15.67	R 31.34	R 188.06	each
05	OPM5	After 5 years	R 79.00	R 13.23	R 26.46	R 16.45	R 32.91	R 197.46	each
05	OPM10	After 10 years	R 79.00	R 13.23	R 26.46	R 17.24	R 34.48	R 206.85	each
05	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 7.34	R 14.69	R 88.11	each
05	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 7.71	R 15.42	R 92.54	each
05	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 8.08	R 16.16	R 96.98	each
		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013							
05	MB13	1 st 3 Months	R 79.00	R 13.23	R 26.46	R 5.48	R 10.96	R 65.75	each
05	MB23	2 nd 3 Months	R 79.00	R 13.23	R 26.46	R 6.38	R 12.77	R 76.60	each
05	MB33	3 rd 3 Months	R 79.00	R 16.54	R 36.38	R 7.97	R 15.93	R 95.59	each
05	MB1	Thereafter	R 79.00	R 22.05	R 52.92	R 14.13	R 28.26	R 169.54	each
05	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 14.83	R 29.67	R 178.01	each

05	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R15.55	R31.09	R186.54	each
		BEAUTY SECTOR APPOINTED FROM 2013							
05	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R10.10	R20.20	R121.20	each
05	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R6.57	R13.13	R78.78	each
05	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R12.25	R24.50	R147.00	each
05	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R10.50	R21.00	R126.00	each
05	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R17.86	R35.72	R214.32	each
05	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R16.00	R32.00	R192.00	each
05	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R18.75	R37.50	R225.00	each
05	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R12.86	R25.72	R154.32	each
05	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R20.50	R41.00	R246.00	each
05	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R22.00	R44.00	R264.00	each
05	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R22.80	R45.60	R273.60	each
05	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R30.21	R60.42	R362.52	each
05	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R11.98	R23.96	R143.77	each
05	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R21.18	R42.36	R254.16	each
		CASUAL EMPLOYEE	Contributions for casual / part time employees shall be as specified for that category of employee above.						
		PART TIME EMPLOYEE							

ANNEXURE II

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)										
CONTRIBUTION SCHEDULE (Clause 22)										
SCHEDULE OF EOCHB, UASA, COUNCIL, SICK PAY FUND AND HCI PROVIDENT/PENSION FUND CONTRIBUTIONS FOR AREA 3, WHICH MEANS THE MAGISTERIAL DISTRICTS OF EAST LONDON & PORT ALFRED										
(Effective from the date of coming into operation of the agreement)										
Work Code	CATEGORY	SUBS	BARGAINING COUNCIL		SICK PAY FUND	Employee	Employer	Employee	Prov/Pens. Fund	(equal contributions by employer and employee)
			UNION/ AGENCY	Employer						
	EOCHB Subscriptions	R260.00	EOCHB / Agency Fee	R125.00	Afro salons / Agency Fee					
	Basic establishment charge		R 82.69							
	Total minimum charge		R 150.15							
	One Man Band / Rent A Chairs		R 136.64							
02 WE	Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R 69.14	N/A			R 553.12	Optional
	MANAGER									
02 MO1	Manager Only	R 79.00	R 22.05	R 62.84	R 15.70	R 31.40	R 188.37	each		
02 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R 16.48	R 32.97	R 197.81	each		
02 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R 17.27	R 34.54	R 207.24	each		
02 MH10	Manager & Hairdresser	R 79.00	R 22.05	R 62.84	R 23.40	R 46.79	R 280.75	each		
02 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R 24.56	R 49.13	R 294.77	each		
02 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R 25.73	R 51.47	R 308.80	each		
	BARBERS									
02 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R 8.75	R 17.50	R 105.00	each		
02 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R 11.25	R 22.50	R 135.00	each		
02 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R 18.75	R 37.50	R 225.00	each		
	HAIRDRESSER – QUALIFIED									
02 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 19.19	R 38.37	R 230.24	each		
02 HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 23.05	R 46.09	R 276.56	each		
02 HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 24.20	R 48.40	R 290.38	each		

02	HQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 25.35	R 50.70	R 304.21	each
		AFRO HAIRDRESSER / STYLIST								
02	AHQ1	With COTT or SETA qualification		R 79.00	R 22.05	R 62.84	R 14.43	R 28.85	R 173.10	each
02	AHQ5	After 5 years		R 79.00	R 22.05	R 62.84	R 15.15	R 30.29	R 181.75	each
02	AHQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 15.87	R 31.73	R 190.40	each
02	AH11	With informal qualification		R 79.00	R 22.05	R 62.84	R 9.02	R 18.04	R 108.24	each
02	AH15	After 5 years		R 79.00	R 22.05	R 62.84	R 9.47	R 18.95	R 113.68	each
02	AH110	After 10 years		R 79.00	R 22.05	R 62.84	R 9.92	R 19.84	R 119.05	each
02	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Cutting or Extensions		R 79.00	R 22.05	R 62.84	R 5.88	R 11.76	R 70.56	each
02	AHB 5	After 5 years		R 79.00	R 22.05	R 62.84	R 6.18	R 12.35	R 74.10	each
02	AHB10	After 10 years		R 79.00	R 22.05	R 62.84	R 6.47	R 12.94	R 77.64	each
		LEARNER – MODULES								
02	LM0	Module 0		R 79.00	R 13.23	R 26.46	R 9.58	R 19.15	R 114.92	each
02	LM1	Module 1		R 79.00	R 13.23	R 26.46	R 10.00	R 20.01	R 120.03	each
02	LM2	Module 2		R 79.00	R 13.23	R 26.46	R 10.66	R 21.33	R 127.96	each
02	LM3	Module 3		R 79.00	R 13.23	R 26.46	R 11.33	R 22.66	R 135.95	each
02	LM4	Module 4		R 79.00	R 16.54	R 36.38	R 11.92	R 23.85	R 143.10	each
02	LM5	Module 5		R 79.00	R 16.54	R 36.38	R 12.68	R 25.36	R 152.14	each
02	LM6	Module 6		R 79.00	R 16.54	R 36.38	R 13.35	R 26.70	R 160.20	each
		LEARNER – UNIT STANDARDS								
02	LS0	Entry Level		R 79.00	R 13.23	R 26.46	R 8.82	R 17.65	R 105.88	each
02	LS1	Core Unit Standard Level 2		R 79.00	R 13.23	R 26.46	R 10.08	R 20.17	R 121.02	each
02	LS6	Core Unit Standard Level 3		R 79.00	R 16.54	R 36.38	R 11.32	R 22.65	R 135.89	each
02	LS11	Core Unit Standard Level 4		R 79.00	R 16.54	R 36.38	R 12.30	R 24.59	R 147.55	each
02	RE1	RECEPTIONIST - 1st year		R 79.00	R 22.05	R 52.92	R 17.34	R 34.68	R 208.09	each
02	RE2	Thereafter		R 79.00	R 22.05	R 52.92	R 20.69	R 41.38	R 248.26	each
02	RE5	After 5 years		R 79.00	R 22.05	R 52.92	R 21.72	R 43.44	R 260.64	each
02	RE10	After 10 years		R 79.00	R 22.05	R 52.92	R 22.76	R 45.53	R 273.15	each
		OPERATOR								
02	OP	Operator - first year		R 79.00	R 13.23	R 26.46	R 9.28	R 18.55	R 111.32	each
02	OP1	Operator - thereafter		R 79.00	R 13.23	R 26.46	R 11.38	R 22.76	R 136.54	each

02	OP5	After 5 years	R 79.00	R 13.23	R 26.46	R 11.95	R 23.89	R143.36	each
02	OP10	After 10 years	R 79.00	R 13.23	R 26.46	R 12.52	R 25.04	R150.24	each
02	OPM1	Operator Multi-Skilled	R 79.00	R 13.23	R 26.46	R 13.91	R 27.81	R166.88	each
02	OPM5	Operator Multi-Skilled After 5 years	R 79.00	R 13.23	R 26.46	R 14.60	R 29.20	R175.20	each
02	OPM10	Operator Multi-Skilled After 10 years	R 79.00	R 13.23	R 26.46	R 15.30	R 30.60	R183.59	each
02	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 10.19	R 20.38	R122.26	each
02	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 10.70	R 21.39	R128.35	each
02	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 11.21	R 22.42	R134.51	each
		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013							
02	MB1	1st year of experience	R 79.00	R 16.54	R 36.38	R 13.64	R 27.29	R163.73	each
02	MB2	Thereafter	R 79.00	R 22.05	R 52.92	R 16.84	R 33.69	R202.13	each
02	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 17.68	R 35.37	R212.22	each
02	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R 18.53	R 37.06	R222.38	each
		BEAUTY SECTOR APPOINTED FROM 2013							
02	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 8.33	R 16.67	R99.99	each
02	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 5.42	R 10.83	R64.99	each
02	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R 10.11	R 20.21	R121.28	each
02	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R 8.66	R 17.33	R103.95	each
02	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 14.73	R 29.47	R176.81	each
02	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 13.20	R 26.40	R158.40	each
02	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 15.47	R 30.94	R185.63	each
02	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 10.61	R 21.22	R127.31	each
02	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R 16.91	R 33.83	R202.95	each
02	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R 18.15	R 36.30	R217.80	each
02	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R 18.81	R 37.62	R225.72	each
02	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R 24.92	R 49.85	R299.08	each
02	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R 9.88	R 19.77	R118.61	each
02	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 17.47	R 34.95	R209.68	each
		CASUAL EMPLOYEE	Contributions for casual / part time employees shall be as specified for that category of employee above.						
		PART TIME EMPLOYEE							

ANNEXURE JJ

HAIRDRESSING & COSMETOLOGY SERVICES BARGAINING COUNCIL
(semi national)

CONTRIBUTION SCHEDULE

SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND & hci PROVIDENT/PENSION FUND CONTRIBUTIONS FOR THE PROVINCE OF THE FREE STATE (Area 5)
(Clause 22)

(Effective from the date of coming into operation of the agreement)

Working Code	CATEGORY	UNION / AGENCY FEE	BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund (equal contributions by employer and employee)
			Employer	Employee	Employer	Employee	
	EOHCB Subscriptions - S. GAUTENG	R300.00 EOHCB / Agency Fee	R125.00 Afro salons/Agency Fee				
	Basic establishment charge		R 82.69				
	Total minimum charge		R 150.15				
	One Man Band / Rent A Chairs		R 136.64				
	Working Employer						
	(Provident Fund is optional)						
07 WE	MANAGER	N/A	Nil	Nil	R 39.18	N/A	R 313.45 (Optional)
07 MO1	Manager Only	R 79.00	R 22.05	R 62.84	R 16.12	R 32.24	R193.42 each
07 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R 16.92	R 33.84	R203.05 each
07 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R 17.73	R 35.47	R212.81 each
07 MH1	Manageress / Hairdresser	R 79.00	R 22.05	R 62.84	R 20.83	R 41.66	R249.96 each
07 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R 21.87	R 43.73	R262.41 each
07 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R 22.92	R 45.83	R274.99 each
	BARBERS						
05 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R 8.75	R 17.50	R105.00 each
05 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R 11.25	R 22.50	R135.00 each
05 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R 18.75	R 37.50	R225.00 each
	HAIRDRESSER – QUALIFIED						
07 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 11.05	R 22.10	R132.61 each

07	HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 13.06	R 26.12	R 156.72	each
07	HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 13.72	R 27.43	R 164.59	each
07	HQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 14.37	R 28.74	R 172.45	each
		AFRO HAIRDRESSER / STYLIST							
07	AHQ1	With COTT or SETA Qualification	R 79.00	R 22.05	R 62.84	R 11.49	R 22.99	R 137.92	each
07	AHQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 12.07	R 24.13	R 144.80	each
07	AHQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 12.65	R 25.29	R 151.74	each
07	AH11	With Informal Qualification	R 79.00	R 22.05	R 62.84	R 7.67	R 15.34	R 92.06	each
07	AH15	After 5 years	R 79.00	R 22.05	R 62.84	R 8.05	R 16.10	R 96.58	each
07	AH110	After 10 years	R 79.00	R 22.05	R 62.84	R 8.44	R 16.87	R 101.23	each
07	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Haircutting or Extensions	R 79.00	R 22.05	R 62.84	R 4.69	R 9.38	R 56.28	each
07	AHB 5	After 5 years	R 79.00	R 22.05	R 62.84	R 4.92	R 9.85	R 59.10	each
07	AHB10	After 10 years	R 79.00	R 22.05	R 62.84	R 5.15	R 10.31	R 61.85	each
		LEARNER – MODULES							
07	LM0	Before completing module 1	R 79.00	R 12.60	R 25.20	R 6.65	R 13.30	R 79.80	each
07	LM1	Module 1	R 79.00	R 12.60	R 25.20	R 6.92	R 13.84	R 83.01	each
07	LM2	Module 2	R 79.00	R 12.60	R 25.20	R 7.39	R 14.79	R 88.71	each
07	LM3	Module 3	R 79.00	R 12.60	R 25.20	R 7.85	R 15.69	R 94.15	each
07	LM4	Module 4	R 79.00	R 15.75	R 34.65	R 8.32	R 16.63	R 99.79	each
07	LM5	Module 5	R 79.00	R 15.75	R 34.65	R 8.76	R 17.53	R 105.16	each
07	LM6	Module 6	R 79.00	R 15.75	R 34.65	R 9.25	R 18.50	R 110.99	each
		LEARNER – UNIT STANDARDS							
07	LS0	Entry level	R 79.00	R 13.23	R 26.46	R 6.37	R 12.73	R 76.40	each
07	LS1	Core Unit Standard Level 2	R 79.00	R 13.23	R 26.46	R 6.98	R 13.96	R 83.73	each
07	LS6	Core Unit Standard Level 3	R 79.00	R 16.54	R 36.38	R 8.19	R 16.38	R 98.28	each
07	LS11	Core Unit Standard Level 4	R 79.00	R 16.54	R 36.38	R 9.07	R 18.15	R 108.89	each
07	RE1	RECEPTIONIST/TELEPHONIST	R 79.00	R 22.05	R 52.92	R 11.56	R 23.13	R 138.77	each
07	RE5	After 5 years	R 79.00	R 22.05	R 52.92	R 12.14	R 24.29	R 145.72	each
07	RE10	After 10 years	R 79.00	R 22.05	R 52.92	R 12.72	R 25.44	R 152.66	each

	OPERATOR		R 79.00	R 13.23	R 26.46		R 6.75	R 13.50		
07	OP	Operator first year	R 79.00	R 13.23	R 26.46		R 6.75	R 13.50	R80.98	each
07	OP1	Thereafter	R 79.00	R 13.23	R 26.46		R 9.32	R 18.64	R111.84	each
07	OP5	After 5 years	R 79.00	R 13.23	R 26.46		R 9.78	R 19.57	R117.41	each
07	OP10	After 10 years	R 79.00	R 13.23	R 26.46		R 10.25	R 20.50	R122.98	each
07	OPM1	Operator Multi-Skilled	R 79.00	R 13.23	R 26.46		R 11.52	R 23.04	R138.25	each
07	OPM5	After 5 years	R 79.00	R 13.23	R 26.46		R 12.10	R 24.20	R145.19	each
07	OPM10	After 10 years	R 79.00	R 13.23	R 26.46		R 12.67	R 25.35	R152.07	each
07	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46		R 5.52	R 11.04	R66.24	each
07	GA5	After 5 years	R 79.00	R 13.23	R 26.46		R 5.80	R 11.60	R69.58	each
07	GA10	After 10 years	R 79.00	R 13.23	R 26.46		R 6.07	R 12.14	R72.86	each
		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013								
07	MB13	1 st 3 Months	R 79.00	R 13.23	R 26.46		R 5.31	R 10.61	R63.69	each
07	MB23	2 nd 3 Months	R 79.00	R 13.23	R 26.46		R 6.18	R 12.35	R74.10	each
07	MB33	3 rd 3 Months	R 79.00	R 16.54	R 36.38		R 7.71	R 15.42	R92.51	each
07	MB1	Thereafter	R 79.00	R 22.05	R 52.92		R 11.48	R 22.95	R137.72	each
07	MB5	After 5 years	R 79.00	R 22.05	R 52.92		R 12.05	R 24.10	R144.60	each
07	MB10	After 10 years	R 79.00	R 22.05	R 52.92		R 12.62	R 25.25	R151.48	each
		BEAUTY SECTOR APPOINTED FROM 2013								
07	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92		R 6.57	R 13.13	R78.78	each
07	BMPW2.	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92		R 4.27	R 8.53	R51.21	each
07	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92		R 7.96	R 15.93	R95.55	each
07	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92		R 6.83	R 13.65	R81.90	each
07	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92		R 11.61	R 23.22	R139.31	each
07	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92		R 10.40	R 20.80	R124.80	each
07	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92		R 12.19	R 24.38	R146.25	each
07	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92		R 8.36	R 16.72	R100.31	each
07	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92		R 13.33	R 26.65	R159.90	each
07	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92		R 14.30	R 28.60	R171.60	each
07	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92		R 14.82	R 29.64	R177.84	each
07	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92		R 19.64	R 39.27	R235.64	each
07	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92		R 7.79	R 15.58	R93.45	each

07	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 13.77	R 27.53	R165.20	each
		CASUAL EMPLOYEE	Contributions for casual / part time employees shall be as specified for that category of employee above.						
		PART TIME EMPLOYEE							

ANNEXURE KK

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)									
CONTRIBUTION SCHEDULES (Clause 22)									
SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND hci PROVIDENT/PENSION FUND CONTRIBUTIONS FOR AREA 1, WHICH MEANS THE PROVINCE OF GAUTENG (Excluding Alberton, Pretoria, Wonderboom and Bronkhorstspuit)									
(Effective from the date of coming into operation of the agreement)									
Work Code	CATEGORY	UNION / AGENCY	BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund		
			Employer	Employee	Employer	Employee	(equal contributions by employer and employee)		
	EOHCB Subscriptions - S. Gauteng		R375.00 EOHCB / Agency Fee		R125.00 Afro Salons/Agency Fee				
	Basic establishment charge			R 82.69					
	Total minimum charge			R 150.15					
	One Man Band / Rent A Chairs			R 136.64					
01 WE	Working Employer (Provident Fund is optional)	N/A		Nil		R 95.63	N/A	R 765.01 (Optional)	
	MANAGER								
01 MO1	Manager Only	R 79.00	R 22.05	R 62.84	R 23.94	R 47.88	R 287.31	each	
01 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R 25.14	R 50.28	R 301.65	each	
01 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R 26.34	R 52.68	R 316.07	each	
01 MH1	Manageress / Hairdresser	R 79.00	R 22.05	R 62.84	R 31.72	R 63.45	R 380.67	each	
01 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R 33.31	R 66.61	R 399.67	each	
01 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R 34.90	R 69.80	R 418.80	each	
	BARBERS								
01 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R 8.75	R 17.50	R 105.00	each	
01 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R 11.25	R 22.50	R 135.00	each	
01 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R 18.75	R 37.50	R 225.00	each	
	HAIRDRESSER – QUALIFIED								
01 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 22.34	R 44.67	R 268.04	each	

01	HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 31.88	R 63.75	R 382.51	each
01	HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 33.47	R 66.94	R 401.64	each
01	HQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 35.06	R 70.13	R 420.77	each
		AFRO HAIRDRESSER / STYLIST							
01	AHQ1	With COTT or SETA Qualification	R 79.00	R 22.05	R 62.84	R 18.21	R 36.43	R 218.57	each
01	AHQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 19.13	R 38.25	R 229.52	each
01	AHQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 20.04	R 40.08	R 240.46	each
01	AH11	With informal qualifications	R 79.00	R 22.05	R 62.84	R 12.65	R 25.29	R 151.74	each
01	AH15	After 5 years	R 79.00	R 22.05	R 62.84	R 13.28	R 26.56	R 159.34	each
01	AH110	After 10 years	R 79.00	R 22.05	R 62.84	R 13.91	R 27.82	R 166.94	each
01	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Haircutting or Extensions Unskilled Hairdresser	R 79.00	R 22.05	R 62.84	R 9.28	R 18.56	R 111.38	each
01	AHB 5	After 5 years	R 79.00	R 22.05	R 62.84	R 9.75	R 19.49	R 116.95	each
01	AHB10	After 10 years	R 79.00	R 22.05	R 62.84	R 10.21	R 20.42	R 122.52	each
		LEARNER – MODULES							
01	LM0	Before completing module 1	R 79.00	R 13.23	R 26.46	R 9.89	R 19.79	R 118.72	each
01	LM1	Module 1	R 79.00	R 13.23	R 26.46	R 10.23	R 20.45	R 122.72	each
01	LM2	Module 2	R 79.00	R 13.23	R 26.46	R 10.78	R 21.57	R 129.40	each
01	LM3	Module 3	R 79.00	R 13.23	R 26.46	R 11.31	R 22.62	R 135.69	each
01	LM4	Module 4	R 79.00	R 16.54	R 36.38	R 11.87	R 23.74	R 142.44	each
01	LM5	Module 5	R 79.00	R 16.54	R 36.38	R 12.43	R 24.85	R 149.12	each
01	LM6	Module 6	R 79.00	R 16.54	R 36.38	R 12.98	R 25.96	R 155.74	each
		LEARNER – UNIT STANDARDS							
01	LS0	Entry Level	R 79.00	R 13.23	R 26.46	R 8.91	R 17.82	R 106.93	each
01	LS1	Core Unit Standard Level 2	R 79.00	R 13.23	R 26.46	R 10.29	R 20.58	R 123.51	each
01	LS6	Core Unit Standard Level 3	R 79.00	R 16.54	R 36.38	R 11.61	R 23.23	R 139.36	each
01	LS11	Core Unit Standard Level 4	R 79.00	R 16.54	R 36.38	R 12.71	R 25.41	R 152.47	each
01	RE1	RECEPTIONIST/TELEPHONIST	R 79.00	R 22.05	R 52.92	R 22.24	R 44.48	R 266.86	each
01	RE5	After 5 years	R 79.00	R 22.05	R 52.92	R 23.35	R 46.70	R 280.23	each
01	RE10	After 10 years	R 79.00	R 22.05	R 52.92	R 24.46	R 48.92	R 293.53	each
		OPERATOR							

01	OP	Operator - First Year	R 79.00	R 13.23	R 26.46	R 13.38	R 26.75	R 160.52	each
01	OP1	Operator - thereafter	R 79.00	R 13.23	R 26.46	R 20.30	R 40.60	R 243.60	each
01	OP5	Operator - after 5 years	R 79.00	R 13.23	R 26.46	R 21.32	R 42.63	R 255.79	each
01	OP10	Operator - after 10 years	R 79.00	R 13.23	R 26.46	R 22.33	R 44.66	R 267.98	each
01	OPM1	Operator Multi-Skilled	R 79.00	R 13.23	R 26.46	R 22.46	R 44.92	R 269.55	each
01	OPM5	Operator Multi-Skilled After 5 years	R 79.00	R 13.23	R 26.46	R 23.59	R 47.17	R 283.05	each
01	OPM10	Operator Multi-Skilled After 10 Years	R 79.00	R 13.23	R 26.46	R 24.71	R 49.41	R 296.48	each
01	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 12.58	R 25.16	R 150.96	each
01	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 13.21	R 26.42	R 158.49	each
01	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 13.84	R 27.67	R 166.03	each
01		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013							
01	MB13	1 st 3 Months	R 79.00	R 13.23	R 26.46	R 8.94	R 17.89	R 107.32	each
01	MB23	2 nd 3 Months	R 79.00	R 13.23	R 26.46	R 10.33	R 20.66	R 123.96	each
01	MB33	3 rd 3 Months	R 79.00	R 16.54	R 36.38	R 13.08	R 26.16	R 156.99	each
01	MB1	Thereafter	R 79.00	R 22.05	R 52.92	R 23.06	R 46.12	R 276.69	each
01	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 24.21	R 48.42	R 290.52	each
01	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R 25.36	R 50.72	R 304.34	each
		BEAUTY SECTOR APPOINTED FROM 2013							
01	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 10.10	R 20.20	R 121.20	each
01	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 6.57	R 13.13	R 78.78	each
01	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R 12.25	R 24.50	R 147.00	each
01	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R 10.50	R 21.00	R 126.00	each
01	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 17.86	R 35.72	R 214.32	each
01	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 16.00	R 32.00	R 192.00	each
01	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 18.75	R 37.50	R 225.00	each
01	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 12.86	R 25.72	R 154.32	each
01	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R 20.50	R 41.00	R 246.00	each
01	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R 22.00	R 44.00	R 264.00	each
01	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R 22.80	R 45.60	R 273.60	each
01	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R 30.21	R 60.42	R 362.52	each
01	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R 11.98	R 23.96	R 143.77	each
01	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 21.18	R 42.36	R 254.16	each

ANNEXURE LL

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)										
CONTRIBUTION SCHEDULE (Clause 22)										
SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND hci PROVIDENT/PENSION FUND CONTRIBUTIONS FOR THE MAGISTERIAL DISTRICT OF KIMBERLEY (which falls within Area 5)										
(Effective from the date of coming into operation of the agreement)										
Work Code	CATEGORY	UNION / AGENCY		BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund		(equal contributions by employer and employee)
		Employer	Employee	Employer	Employee	Employer	Employee	Employer	Employee	
	EOHCB Subscriptions - S. GAUTENG	R300.00 EOHCB / Agency Fee		R125.00 Afro Salons / Agency Fee						
	Basic establishment charge		R 82.69							
	Total minimum charge		R 150.15							
	One Man Band / Rent A Chairs		R 136.64							
	Working Employer (Provident Fund is optional)	N/A	Nil	Nil		R 39.18	N/A			R 313.45 (Optional)
03 WE	MANAGER									
03 MO1	Manager Only	R 79.00	R 22.05	R 62.84		R 16.12	R 32.24	R 193.42	each	
03 MO	After 5 years	R 79.00	R 22.05	R 62.84		R 16.92	R 33.84	R 203.05	each	
03 MO10	After 10 years	R 79.00	R 22.05	R 62.84		R 17.73	R 35.47	R 212.81	each	
03 MH1	Manageress / Hairdresser	R 79.00	R 22.05	R 62.84		R 20.83	R 41.66	R 249.96	each	
03 MH5	After 5 years	R 79.00	R 22.05	R 62.84		R 21.87	R 43.73	R 262.41	each	
03 MH10	After 10 years	R 79.00	R 22.05	R 62.84		R 22.92	R 45.83	R 274.99	each	
	BARBERS									
03 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84		R 8.75	R 17.50	R 105.00	each	
03 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84		R 11.25	R 22.50	R 135.00	each	
03 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84		R 18.75	R 37.50	R 225.00	each	
	HAIRDRESSER - QUALIFIED									
03 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84		R 11.05	R 22.10	R 132.61	each	
03 HQ2	Thereafter	R 79.00	R 22.05	R 62.84		R 13.06	R 26.12	R 156.72	each	

03	HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 13.72	R 27.43	R 164.59	each
03	HQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 14.37	R 28.74	R 172.45	each
		AFRO HAIRDRESSER / STYLIST							
03	AHQ1	With COTT or SETA Qualification	R 79.00	R 22.05	R 62.84	R 11.49	R 22.99	R 137.92	each
03	AHQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 12.07	R 24.13	R 144.80	each
03	AHQ10	After 10 years	R 79.00	R 22.05	R 62.84	R 12.65	R 25.29	R 151.74	each
03	AH11	With Informal Qualification	R 79.00	R 22.05	R 62.84	R 7.67	R 15.34	R 92.06	each
03	AH15	After 5 years	R 79.00	R 22.05	R 62.84	R 8.05	R 16.11	R 96.64	each
03	AH110	After 10 years	R 79.00	R 22.05	R 62.84	R 8.44	R 16.87	R 101.23	each
03	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Haircutting or Extensions	R 79.00	R 22.05	R 62.84	R 4.69	R 9.38	R 56.28	each
03	AHB 5	After 5 years	R 79.00	R 22.05	R 62.84	R 4.92	R 9.85	R 59.10	each
03	AHB10	After 10 years	R 79.00	R 22.05	R 62.84	R 5.15	R 10.31	R 61.85	each
		LEARNER – MODULES							
03	LM0	Before completing module 1	R 79.00	R 13.23	R 26.46	R 6.65	R 13.30	R 79.80	each
03	LM1	Module 1	R 79.00	R 13.23	R 26.46	R 6.92	R 13.84	R 83.01	each
03	LM2	Module 2	R 79.00	R 13.23	R 26.46	R 7.39	R 14.79	R 88.71	each
03	LM3	Module 3	R 79.00	R 13.23	R 26.46	R 7.85	R 15.69	R 94.15	each
03	LM4	Module 4	R 79.00	R 16.54	R 36.38	R 8.32	R 16.63	R 99.79	each
03	LM5	Module 5	R 79.00	R 16.54	R 36.38	R 8.76	R 17.53	R 105.16	each
03	LM6	Module 6	R 79.00	R 16.54	R 36.38	R 9.25	R 18.50	R 110.99	each
		LEARNER – UNIT STANDARDS							
03	LS0	Entry Level	R 79.00	R 13.23	R 26.46	R 6.37	R 12.74	R 76.42	each
03	LS1	Core Unit Standard Level 2	R 79.00	R 13.23	R 26.46	R 6.99	R 13.98	R 83.87	each
03	LS6	Core Unit Standard Level 3	R 79.00	R 16.54	R 36.38	R 8.22	R 16.45	R 98.67	each
03	LS11	Core Unit Standard Level 4	R 79.00	R 16.54	R 36.38	R 9.07	R 18.15	R 108.89	each
		RECEPTIONIST/TELEPHONIST							
03	RE1		R 79.00	R 22.05	R 52.92	R 11.56	R 23.13	R 138.77	each
03	RE5	After 5 years	R 79.00	R 22.05	R 52.92	R 12.14	R 24.29	R 145.72	each
03	RE10	After 10 years	R 79.00	R 22.05	R 52.92	R 12.72	R 25.44	R 152.66	each
03		OPERATOR							
03	OP	Operator - first year	R 79.00	R 13.23	R 26.46	R 6.75	R 13.50	R 80.98	each

03	OP1	Operator - thereafter	R 79.00	R 13.23	R 26.46	R 9.09	R 18.18	R 109.09	each
03	OP5	After 5 years	R 79.00	R 13.23	R 26.46	R 9.55	R 19.10	R 114.59	each
03	OP10	After 10 years	R 79.00	R 13.23	R 26.46	R 10.00	R 20.01	R 120.03	each
03	OPM1	Operator - Multi-Skilled	R 79.00	R 13.23	R 26.46	R 11.25	R 22.51	R 135.04	each
03	OPM5	After 5 years	R 79.00	R 13.23	R 26.46	R 11.81	R 23.62	R 141.72	each
03	OPM10	After 10 years	R 79.00	R 13.23	R 26.46	R 12.37	R 24.74	R 148.47	each
03	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 5.36	R 10.73	R 64.38	each
03	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 5.62	R 11.25	R 67.49	each
03	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 5.90	R 11.79	R 70.76	each
03		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013							
03	MB13	1 st 3 Months	R 79.00	R 13.23	R 26.46	R 5.31	R 10.61	R 63.69	each
03	MB23	2 nd 3 Months	R 79.00	R 13.23	R 26.46	R 6.18	R 12.35	R 74.10	each
03	MB33	3 rd 3 Months	R 79.00	R 16.54	R 36.38	R 7.71	R 15.42	R 92.51	each
03	MB1	Thereafter	R 79.00	R 22.05	R 52.92	R 11.48	R 22.95	R 137.72	each
03	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 12.05	R 24.10	R 144.60	each
03	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R 12.62	R 25.25	R 151.48	each
03		BEAUTY SECTOR APPOINTED FROM 2013							
03	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 6.77	R 13.53	R 81.20	each
03	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 4.40	R 8.80	R 52.78	each
03	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R 8.21	R 16.42	R 98.49	each
03	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R 7.04	R 14.07	R 84.42	each
03	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 11.97	R 23.93	R 143.59	each
03	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 10.72	R 21.44	R 128.64	each
03	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 12.56	R 25.13	R 150.75	each
03	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 8.62	R 17.23	R 103.39	each
03	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R 13.74	R 27.47	R 164.82	each
03	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R 14.74	R 29.48	R 176.88	each
03	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R 15.28	R 30.55	R 183.31	each
03	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R 20.24	R 40.48	R 242.89	each
03	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R 8.03	R 16.05	R 96.33	each
03	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 14.19	R 28.38	R 170.28	each
		CASUAL EMPLOYEE							
		Contributions for casual / part time employees shall be as specified for that category of							

	PART TIME EMPLOYEE	employee above.
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ANNEXURE MM

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)									
CONTRIBUTION SCHEDULE (Clause 22)									
SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND hcl PROVIDENT/PENSION FUND CONTRIBUTIONS FOR MAGISTERIAL DISTRICTS OF KLERKSDORP AND POTCHEFSTROOM. (Area 2)									
(Effective from the date of coming into operation of the agreement)									
Work Code	CATEGORY	UNION / AGENCY	BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund		
			Employer	Employee	Employer	Employee	(equal contributions by employer and employee)		
	EOHCB Subscriptions	R270.00 EOHCB / Agency Fee	R125.00 Afro salons /Agency Fee						
	Basic establishment charge		R 82.69						
	Total minimum charge		R 150.15						
	One Man Band / Rent A Chairs		R 136.64						
08 WE	Working Employer (Provident Fund is optional)	N/A	Nil	Nil	R 66.15	N/A	R 485.12 Optional		
	MANAGER								
08 MO1	Managers Only	R 79.00	R 22.05	R 62.84	R 19.30	R 38.59	R212.26 each		
08 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R 20.26	R 40.53	R222.90 each		
08 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R 21.23	R 42.45	R233.48 each		
08 MH1	Manageress / Hairdresser	R 79.00	R 22.05	R 62.84	R 23.24	R 46.48	R255.65 each		
08 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R 24.40	R 48.81	R268.45 each		
08 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R 25.57	R 51.13	R281.24 each		
	BARBERS								
08 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R 8.75	R 17.50	R96.25 each		
08 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R 11.25	R 22.50	R123.75 each		
08 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R 18.75	R 37.50	R206.25 each		
	HAIRDRESSER – QUALIFIED								
08 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 16.54	R 33.08	R181.95 each		
08 HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 22.05	R 44.10	R242.56 each		
08 HQ5	After 5 years	R 79.00	R 22.05	R 62.84	R 23.15	R 46.30	R277.79 each		

08	HQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 24.26	R 48.51	R 266.83	each
		AFRO HAIRDRESSER / STYLIST								
08	AHQ1	With COTT or SETA Qualification		R 79.00	R 22.05	R 62.84	R 14.78	R 29.56	R 162.59	each
08	AHQ5	After 5 years		R 79.00	R 22.05	R 62.84	R 15.52	R 31.04	R 170.71	each
08	AHQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 16.26	R 32.52	R 178.84	each
08	AH11	With Informal Qualification		R 79.00	R 22.05	R 62.84	R 7.64	R 15.28	R 84.04	each
08	AH15	After 5 years		R 79.00	R 22.05	R 62.84	R 8.02	R 16.04	R 88.23	each
08	AH10	After 10 years		R 79.00	R 22.05	R 62.84	R 8.41	R 16.81	R 92.47	each
08	AHB1	With Braiding, Plaiting, Cutting or Hair Extensions		R 79.00	R 22.05	R 62.84	R 5.22	R 10.44	R 57.44	each
08	AHB 5	After 5 years		R 79.00	R 22.05	R 62.84	R 5.48	R 10.97	R 60.31	each
08	AHB10	After 10 years		R 79.00	R 22.05	R 62.84	R 5.75	R 11.50	R 63.24	each
		LEARNER – MODULES								
08	LM0	Before completing module 1		R 79.00	R 13.23	R 26.46	R 8.29	R 16.57	R 91.16	each
08	LM1	Module 1		R 79.00	R 13.23	R 26.46	R 8.68	R 17.37	R 95.52	each
08	LM2	Module 2		R 79.00	R 13.23	R 26.46	R 9.25	R 18.51	R 101.80	each
08	LM3	Module 3		R 79.00	R 13.23	R 26.46	R 9.85	R 19.70	R 108.37	each
08	LM4	Module 4		R 79.00	R 16.54	R 36.38	R 10.42	R 20.84	R 114.65	each
08	LM5	Module 5		R 79.00	R 16.54	R 36.38	R 11.00	R 22.01	R 121.04	each
08	LM6	Module 6		R 79.00	R 16.54	R 36.38	R 11.59	R 23.17	R 127.44	each
		LEARNER – UNIT STANDARDS								
08	LS0	Entry level		R 79.00	R 13.23	R 26.46	R 7.02	R 14.03	R 77.17	each
08	LS1	Core Unit Standard Level 2		R 79.00	R 13.23	R 26.46	R 8.10	R 16.20	R 89.12	each
08	LS6	Core Unit Standard Level 3		R 79.00	R 16.54	R 36.38	R 9.38	R 18.77	R 103.23	each
08	LS11	Core Unit Standard Level 4		R 79.00	R 16.54	R 36.38	R 10.49	R 20.99	R 115.42	each
08	RE1	RECEPTIONIST/TELEPHONIST		R 79.00	R 22.05	R 52.92	R 15.61	R 31.22	R 171.73	each
08	RE5	After 5 years		R 79.00	R 22.05	R 52.92	R 16.39	R 32.79	R 180.34	each
08	RE10	After 10 years		R 79.00	R 22.05	R 52.92	R 17.17	R 34.34	R 188.89	each
		OPERATOR								
08	OP	First year		R 79.00	R 13.23	R 26.46	R 10.65	R 21.30	R 117.16	each

08	OP1	Thereafter	R 79.00	R 13.23	R 26.46	R 14.76	R 29.52	R 162.35	each
08	OP5	After 5 years	R 79.00	R 13.23	R 26.46	R 15.50	R 31.00	R 170.47	each
08	OP10	After 10 years	R 79.00	R 13.23	R 26.46	R 16.23	R 32.46	R 178.54	each
08	OPM1	Operator Multi-Skilled	R 79.00	R 13.23	R 26.46	R 17.47	R 34.94	R 192.17	each
08	OPM5	After 5 years	R 79.00	R 13.23	R 26.46	R 18.35	R 36.69	R 201.80	each
08	OPM10	After 10 years	R 79.00	R 13.23	R 26.46	R 19.21	R 38.43	R 211.36	each
08	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 8.02	R 16.04	R 88.23	each
08	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 8.42	R 16.85	R 92.65	each
08	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 8.82	R 17.64	R 97.01	each
MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013									
08	MB13	1 st 3 Months	R 79.00	R 13.23	R 26.46	R 6.14	R 12.29	R 67.57	each
08	MB23	2 nd 3 Months	R 79.00	R 13.23	R 26.46	R 7.15	R 14.31	R 78.68	each
08	MB33	3 rd 3 Months	R 79.00	R 16.54	R 36.38	R 8.93	R 17.85	R 98.20	each
08	MB1	Thereafter	R 79.00	R 22.05	R 52.92	R 15.83	R 31.66	R 174.11	each
08	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 16.62	R 33.24	R 182.82	each
08	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R 17.42	R 34.83	R 191.59	each
BEAUTY SECTOR APPOINTED FROM 2013									
08	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 7.68	R 15.35	R 84.44	each
08	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 4.99	R 9.98	R 54.88	each
08	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R 9.31	R 18.62	R 102.41	each
08	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R 7.98	R 15.96	R 87.78	each
08	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 13.57	R 27.15	R 149.31	each
08	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 12.16	R 24.32	R 133.76	each
08	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 14.25	R 28.50	R 156.75	each
08	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 9.77	R 19.55	R 107.51	each
08	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R 15.58	R 31.16	R 171.38	each
08	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R 16.72	R 33.44	R 183.92	each
08	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R 17.33	R 34.66	R 190.61	each
08	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R 22.96	R 45.92	R 252.56	each
08	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R 9.11	R 18.21	R 100.16	each
08	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 16.10	R 32.19	R 177.06	each
Contributions for casual / part time employees shall be as specified for that category of employee above.									
CASUAL EMPLOYEE									
PART TIME EMPLOYEE									

ANNEXURE NN

HAIRDRESSING AND COSMETOLOGY SERVICES BARGAINING COUNCIL (semi national)									
CONTRIBUTION SCHEDULE (Clause 22)									
SCHEDULE OF EOHCB, UASA, COUNCIL, SICK PAY FUND AND hci PROVIDENT/PENSION FUND CONTRIBUTIONS FOR AREA 4, WHICH MEANS THE MAGISTERIAL DISTRICTS OF PORT ELIZABETH, UITENHAGE AND HUMANSDORP.									
(Effective from the date of coming into operation of the agreement)									
Work Code	CATEGORY	UNION / AGENCY FEE	BARGAINING COUNCIL		SICK PAY FUND		Prov/Pens. Fund		
			Employer	Employee	Employer	Employee	(equal by employer and employee)		
	ESTABLISHMENT								
	EOHCB Subscriptions	R270-00 EOHCB / Agency Fee			R125.00 Afro salons/Agency Fee				
	Basic establishment charge		R 82.69						
	Total minimum charge		R 150.15						
	One Man Band / Rent A Chairs		R 136.64						
04 WE	Working Employer	N/A	Nil	Nil	R 63.44	N/A		R 507.52	
	(Provident Fund is optional)							(Optional)	
	MANAGER								
04 MO1	Manager Only	R 79.00	R 22.05	R 62.84	R 19.75	R 39.51	R 237.05	each	
04 MO5	After 5 years	R 79.00	R 22.05	R 62.84	R 20.74	R 41.49	R 248.91	each	
04 MO10	After 10 years	R 79.00	R 22.05	R 62.84	R 21.73	R 43.46	R 260.77	each	
04 MH1	Manager and Hairdresser	R 79.00	R 22.05	R 62.84	R 23.98	R 47.96	R 287.76	each	
04 MH5	After 5 years	R 79.00	R 22.05	R 62.84	R 25.18	R 50.36	R 302.18	each	
04 MH10	After 10 years	R 79.00	R 22.05	R 62.84	R 26.38	R 52.75	R 316.53	each	
	BARBERS								
04 BA13	Trainee Barber (1-6 Months)	R 79.00	R 22.05	R 62.84	R 8.75	R 17.50	R 105.00	each	
04 BA23	Junior Barber (6-12 Months)	R 79.00	R 22.05	R 62.84	R 11.25	R 22.50	R 135.00	each	
04 BA1	Senior Barber (More than 1 Year)	R 79.00	R 22.05	R 62.84	R 18.75	R 37.50	R 225.00	each	
	HAIRDRESSER - QUALIFIED								
04 HQ1	First year after qualifying	R 79.00	R 22.05	R 62.84	R 18.62	R 37.25	R 223.49	each	
04 HQ2	Thereafter	R 79.00	R 22.05	R 62.84	R 21.15	R 42.29	R 253.76	each	

04	HQ5	After 5 years		R 79.00	R 22.05	R 62.84	R 22.21	R 44.41	R 266.47	each
04	HQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 23.26	R 46.53	R 279.16	each
04	AHQ1	AFRO HAIRDRESSER / STYLIST								
04	AHQ5	With COTT or SETA qualification		R 79.00	R 22.05	R 62.84	R 14.71	R 29.42	R 176.51	each
04	AHQ10	After 5 years		R 79.00	R 22.05	R 62.84	R 15.45	R 30.89	R 185.36	each
04	AHQ10	After 10 years		R 79.00	R 22.05	R 62.84	R 16.18	R 32.36	R 194.14	each
04	AHI1	With informal qualification		R 79.00	R 22.05	R 62.84	R 9.20	R 18.40	R 110.40	each
04	AHI5	After 5 years		R 79.00	R 22.05	R 62.84	R 9.66	R 19.32	R 115.90	each
04	AHI10	After 10 years		R 79.00	R 22.05	R 62.84	R 10.12	R 20.25	R 121.47	each
04	AHB1	An employee who does one or more of the following: Braiding, Plaiting, Cutting or extensions		R 79.00	R 22.05	R 62.84	R 6.00	R 11.99	R 71.94	each
04	AHB 5	After 5 years		R 79.00	R 22.05	R 62.84	R 6.30	R 12.59	R 75.54	each
04	AHB10	After 10 years		R 79.00	R 22.05	R 62.84	R 6.60	R 13.19	R 79.15	each
04	LM0	LEARNER – MODULES								
04	LM1	Before completing module 1		R 79.00	R 13.23	R 26.46	R 9.68	R 19.36	R 116.17	each
04	LM2	Module 1		R 79.00	R 13.23	R 26.46	R 10.18	R 20.37	R 122.19	each
04	LM3	Module 2		R 79.00	R 13.23	R 26.46	R 10.66	R 21.33	R 127.96	each
04	LM4	Module 3		R 79.00	R 13.23	R 26.46	R 11.17	R 22.33	R 133.99	each
04	LM5	Module 4		R 79.00	R 16.54	R 36.38	R 11.67	R 23.34	R 140.02	each
04	LM6	Module 5		R 79.00	R 16.54	R 36.38	R 12.16	R 24.33	R 145.98	each
04	LM6	Module 6		R 79.00	R 16.54	R 36.38	R 12.67	R 25.35	R 152.07	each
04	LS0	LEARNER – UNIT STANDARDS								
04	LS1	Entry Level		R 79.00	R 13.23	R 26.46	R 8.82	R 17.65	R 105.88	each
04	LS6	Core Unit Standard Level 2		R 79.00	R 13.23	R 26.46	R 10.18	R 20.37	R 122.19	each
04	LS11	Core Unit Standard Level 3		R 79.00	R 16.54	R 36.38	R 11.43	R 22.86	R 137.13	each
04	RE1	Core Unit Standard Level 4		R 79.00	R 16.54	R 36.38	R 12.42	R 24.83	R 148.99	each
04	RE2	RECEPTIONIST								
04	RE5	1 st year of experience		R 79.00	R 22.05	R 52.92	R 15.81	R 31.61	R 189.68	each
04	RE10	Thereafter		R 79.00	R 22.05	R 52.92	R 19.14	R 38.27	R 229.65	each
04	OP	After 5 years		R 79.00	R 22.05	R 52.92	R 20.09	R 40.19	R 241.11	each
04	OP1	After 10 years		R 79.00	R 22.05	R 52.92	R 21.05	R 42.11	R 252.65	each
04	OP	OPERATOR								
04	OP	Operator - first year		R 79.00	R 13.23	R 26.46	R 9.94	R 19.87	R 119.25	each
04	OP1	Operator - thereafter		R 79.00	R 13.23	R 26.46	R 12.63	R 25.27	R 151.61	each

04	OP5	After 5 years	R 79.00	R 13.23	R 26.46	R 13.27	R 26.54	R 159.21	each
04	OP10	After 10 years	R 79.00	R 13.23	R 26.46	R 13.90	R 27.79	R 166.75	each
04	OPM1	Operator - Multi-Skilled	R 79.00	R 13.23	R 26.46	R 14.60	R 29.20	R 175.20	each
04	OPM5	After 5 years	R 79.00	R 13.23	R 26.46	R 15.33	R 30.66	R 183.98	each
04	OPM10	After 10 years	R 79.00	R 13.23	R 26.46	R 16.06	R 32.13	R 192.76	each
04	GA1	GENERAL ASSISTANT	R 79.00	R 13.23	R 26.46	R 10.83	R 21.65	R 129.93	each
04	GA5	After 5 years	R 79.00	R 13.23	R 26.46	R 11.37	R 22.74	R 136.41	each
04	GA10	After 10 years	R 79.00	R 13.23	R 26.46	R 11.91	R 23.83	R 142.96	each
		MANICURIST & BEAUTY CULTURIST APPOINTED BEFORE 2013							
04	MB1	1 st year of experience	R 79.00	R 16.54	R 36.38	R 13.94	R 27.89	R 167.34	each
04	MB2	Thereafter	R 79.00	R 22.05	R 52.92	R 18.12	R 36.23	R 217.40	each
04	MB5	After 5 years	R 79.00	R 22.05	R 52.92	R 19.02	R 38.05	R 228.27	each
04	MB10	After 10 years	R 79.00	R 22.05	R 52.92	R 19.93	R 39.86	R 239.15	each
		BEAUTY SECTOR APPOINTED FROM 2013							
04	BMPW1	Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 8.60	R 17.19	R 103.14	each
04	BMPW2	Unqualified Manicurist / Pedicurist / Wax Technician	R 79.00	R 22.05	R 52.92	R 5.59	R 11.17	R 67.04	each
04	BNT1	Nail Technician - NQF4	R 79.00	R 22.05	R 52.92	R 10.42	R 20.85	R 125.10	each
04	BNT2	Unqualified Nail Technician	R 79.00	R 22.05	R 52.92	R 8.94	R 17.87	R 107.23	each
04	BQT1	2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 15.20	R 30.40	R 182.39	each
04	BQT2	Unqualified 2 Year Qualified Therapist	R 79.00	R 22.05	R 52.92	R 13.62	R 27.23	R 163.39	each
04	BQS1	3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 15.96	R 31.91	R 191.48	each
04	BQS2	Unqualified 3 Year Qualified Somatologist	R 79.00	R 22.05	R 52.92	R 10.94	R 21.89	R 131.33	each
04	BTS1	B Tech Somatologist	R 79.00	R 22.05	R 52.92	R 17.45	R 34.89	R 209.35	each
04	BTS2	B Tech Laser Somatologist	R 79.00	R 22.05	R 52.92	R 18.72	R 37.44	R 224.66	each
04	BBM1	Beauty Manager	R 79.00	R 22.05	R 52.92	R 19.40	R 38.81	R 232.83	each
04	BBMT1	Beauty Manager / Therapist	R 79.00	R 22.05	R 52.92	R 25.71	R 51.42	R 308.50	each
04	BBC1	Beauty Cleaner	R 79.00	R 22.05	R 52.92	R 10.20	R 20.39	R 122.35	each
04	BRC1	Receptionist	R 79.00	R 22.05	R 52.92	R 18.02	R 36.05	R 216.29	each
		CASUAL EMPLOYEE	Contributions for casual / part time employees shall be as specified for that category of employee above.						
		PART TIME EMPLOYEE							

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