

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 507

9 May 2008

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY  
TRADE (PRETORIA)****EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE AMENDING  
AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria), 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 Trade, with effect from 19 May 2008, and for the period ending 31 December 2010.

M M S MDLADLANA

**MINISTER OF LABOUR**

## **SCHEDULE**

### **BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

#### **COLLECTIVE AGREEMENT**

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

**Employers' Organisation for Hairdressing, Cosmetology & Beauty (EOHCB)**

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

and the-

**United Association of South Africa (UASA)**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria).

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Hairdressing and Cosmetology Trade -

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union in the Hairdressing and Cosmetology Trade;

(b) in the Magisterial District of Pretoria.

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

(a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

(b) apply to learners only in so far as such terms are not inconsistent with the provisions of the Skills Development Act, No. 97 of 1998, or any contract entered into or any condition fixed thereunder.

(3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a) and 2.

## 2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation in respect of parties on 1 January 2008 and in respect of non-parties on such date as the Minister of Labour extends this Agreement to non-parties and shall remain in force for the period ending 31 December 2010.

(2) Notwithstanding the provisions of clause 2 (1) above, parties may negotiate and agree to amend this Agreement annually and such amendments(s) shall form part of the collective Agreement.

## 3. CLAUSE 3: DEFINITIONS

Substitute the following for the definition of “personal services commission”:

**“Personal Services Commission”** for the purpose of calculating leave pay, notice pay and severance pay in terms of s35 of the BCEA means commission paid on services provided by the individual in person, including services provided by employees other than those paid on a commission basis, but excluding retail commission; “.

## 4. CLAUSE 5: WAGES

Substitute the following for the existing clause 5(1):

**“Salary scales with effect from the date of coming into operation of this agreement**

**until 31 December 2008**

	CATEGORY	SALARY 2008	WEEKLY	DAILY	HOURLY
A	First year after qualification	R 2 592	R 598,06	R 119,61	R 14,95
B	P/T First year after qualification	R 1 729	R 399,04	R 133,01	R 15,96
C	Qualified hairdresser	R 3 682	R 849,62	R 169,92	R 21,24
D	P/T Qualified hairdresser	R 2 448	R 564,85	R 188,28	R 22,59
E	Operator	R 2 563	R 591,37	R 118,27	R 14,78
F	P/T Operator	R 1 708	R 394,25	R 131,42	R 15,77
G	Clerical employee; receptionist; and/or telephonist;	R 3 029	R 698,94	R 139,79	R 17,47
H	P/T Clerical employee; receptionist; and/or telephonist;	R 2 018	R 465,79	R 155,26	R 18,63
I	Manicurist;/nail technician and /or beauty therapist;	R 2 971	R 685,68	R 13,14	R 17,14
J	P/T Manicurist;/nail technician and /or beauty Ttherapist;	R 1 983	R 457,53	R 152,51	R 18,30
K	Trainee manicurist / nail technician and/or beauty therapist:	R 1 785	R 412,01	R 82,40	R 10,30
L	P/T Trainee manicurist / nail technician and/or beauty therapist:	R 1 190	R 274,67	R 54,93	R 10,99
M	Hourly paid employee hourly wages as per job description:				
	<b>LEARNERS</b>				
N	Start	R 1 519	R 350,47	R 70,09	R 8,76
O	Module 1:	R 1 576	R 363,73	R 72,75	R 9,09
P	Module 2:	R 1 667	R 384,74	R 76,95	R 9,62
Q	Module 3:	R 1 765	R 407,25	R 81,45	R 10,18
R	Module 4:	R 1 859	R 429,02	R 85,80	R 10,73
S	Module 5:	R 1 953	R 450,78	R 90,16	R 11,27
T	Module 6:	R 2 044	R 471,79	R 94,36	R 11,79
U	General assistant	R 1 613	R 372,23	R 74,45	R 9,31
V	Part-time general assistant	R 1 242	R 286,68	R 57,34	R 11,47
W	Manager/ess	R 4 785	R 1 104,19	R 220,84	R 27,60
X	Hairstylist ,manager/ess	R 4 901	R 1 130,95	R 226,19	R 28,27
	<b>UNIT STANDARDS</b>				
Y	START	R 1 519	R 350,47	R 70,09	R 8,76
Z	CORE UNIT STANDARDS LEVEL 2	R 1 641	R 378,74	R 75,75	R 9,47
AA	CORE UNIT STANDARDS LEVEL 3	R 1 812	R 418,26	R 83,65	R 10,46
AB	CORE UNIT STANDARDS LEVEL 4	R 1 999	R 461,29	R 92,26	R 11,53
	<b>WAGE INCREASES AND NEW CATEGORIES(AFRO INDUSTRY)</b>				
	<b>CATEGORY</b>				
AC	Afro hairdressers without formal qualifications:	R 1 811	R 418,01	R 83,60	R 10,45
AD	P/T Afro hairdressers without formal qualifications:(New)	R 1 208	R 278,67	R 92,89	R 11,15
AE	Afro hairdressers doing only one of the following: raiding,plaiting,cutting,or hair extensions :	R 1 328	R 306,44	R 61,29	R 7,66
AF	P/T Afro hairdressers doing only one of the following: braiding,Plaiting,cutting,or hair extensions :(New)	R 886	R 20,38	R 68,13	R 8,18

	CATEGORY	SALARY 2008	WEEKLY	DAILY	HOURLY
AG	Afro salon receptionist:	R 1 328	R 306,44	R 61,29	R 7,66
AH	P/T Afro salon receptionist:	R 886	R 204,38	R 68,13	R 8,18
AI	Afro salon operator:	R 1 225	R 282,68	R 56,54	R 7,07
AJ	P/T Afro salon operator:	R 816	R 188,37	R 62,79	R 7,53
AK	Afro salon general assistant	R 751	R 173,36	R 34,67	R 4,33
AL	P/T Afro salon general assistant	R 501	R 115,57	R 38,52	R 4,62
AM	Afro salon manager / ess only	R 2 873	R 662,91	R 132,58	R 1,57
AN	Afro salon hairstylist manager /ess	R 2 961	R 683,43	R 136,69	R 17,09
AO	Afro salon manicurist/nail technician and/or beauty therapist	R ,420	R 32,,70	R 65,54	R 8,19
AP	P/T Afro salon manicurist/nail technician and/or Beauty herapist	R 946	R 218,39	R 72,80	R 8,74
AQ	Trainee Afro salon manicurist/nail technician and/or beauty therapist	R 853	R 196,87	R 39,37	R 4,92
AR	P/T Trainee Afro salon manicurist/nail technician and/or beauty therapist	R 569	R 131,33	R 43,78	R 5,25

#### 5. CLAUSE 17: TERMINATION OF SERVICE

Substitute the following for subclause (5) and insert a new subclause (9):

“(5) in the event that an employer or an employee fails to give notice as provided for in subclause (1) hereof, the employer or employee shall pay or forfeit in lieu thereof an amount equal to the wages that an employee was receiving immediately preceding the termination of the contract of employment: Provided that if an agreement has been entered into in terms of subclause (1)(b), the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon, which shall not be in excess of 12 months.

“(9) In addition to subclause (2)(i) and (8) above, all employees earning personal service commission shall be paid 20% of the average personal service commission or

pro-rata earned during the preceding 12 months when calculating notice pay and severance pay.”

## **6. 22: EXPENSES OF THE COUNCIL**

Substitute the following for subclauses (1) and (2):

- “(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R47,00 per month from the earnings of each of his employees for whom wages are prescribed in clause 5(1)(a),(b), (c), (d), (g), (h), (i),(j),(ac), (ad),(ae), (am) and (an), and R49,00 per month from earnings of employees for whom wages are prescribed in clause 5(1)(w) and (x), and R36,00 per month from the earnings of employees for whom wages are prescribed in clause 5(1)(e), (f) and R 25,00 for employees for whom wages are prescribed in clause 5(1)(k), (l), (n), (o), (p), (q), (r), (s), (t), (u),(v),(y),(z) , (aa) and (ab), and R 32,00 per month from earnings of employees for whom wages are prescribed in clause 5(1)(af), (ag), (ah), (ai), (aj), (ak), (al), (ao), (ap), (aq), (ar).
- (2) In addition to the above, all employers shall pay a fee of R 120,00 per month.”

## **7. CLAUSE 25: DESIGNATED AGENT(S)**

Insert the following new clause 25A:

“25A – POWERS OF DESIGNATED AGENTS:

- (1) A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with a collective agreement concluded in the Bargaining Council.
- (2) In order to monitor or enforce compliance with a collective agreement a designated agent may –
  - (a) require a person to disclose information either orally or in writing, and either alone or in the presence of witnesses, on a matter to which a collective agreement relates, and require that disclosure to be made under oath or affirmation;
  - (b) inspect and question a person about any record or document to which a collective agreement relates;
  - (c) copy any record or document referred to in paragraph (b) or remove these to make copies or extracts;
  - (d) require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
  - (e) inspect, question a person about, and if necessary remove, an article, substance or machinery present at the place referred to in subclauses (1) and (2);
  - (f) question a person about any work performed; and
  - (g) perform any other prescribed function necessary for monitoring or enforcing compliance with a collective agreement.



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- (3) A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.
- (4) A designated agent shall –
- (a) provide a receipt for any record or document removed in terms of subclause (2) (e); and
  - (b) return any removed record, document or item within a reasonable time.
- (5) Any person who is questioned by a designated agent in terms of subclause (5) shall answer all questions lawfully put to that person truthfully and to the best of that person's ability.
- (6) Every employer and each employee shall provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.
- (7) The bargaining council may apply to the Labour Court for an appropriate order against any person who –
- (a) refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability;
  - (b) refuses or fails to comply with any requirement of the designated agent in terms of this item, or
  - (c) hinders the designated agent in the performance of the agent's functions in terms of this clause.”.

**8. CLAUSE 36B: BARGAINING LEVY**

Substitute the following for subclause (7):

- “(7)(a) The Trade Union shall submit to the Council, within 30 days of receipt of the auditor’s report referred to in subclause (6), a certified copy of that report.
- (b) The provisions of sections 98 and 100 (b) and (c) of the labour Relations Act shall , read with the changes required by the context, apply to the separate account, referred to in subclause (3) (c).”.

**9. CLAUSE 44: PENSION FUND**

Insert the new clause 44(d) as follows:

“(d) Any amount received by the Council in terms of subclause (1)(a) and (b) shall be paid over to the underwriters as appointed by the trustees in terms of the rules of the fund.”.

Signed at Pretoria for and on behalf of the parties this 29<sup>th</sup> day of January 2008.

S DELPORT

Chairperson

A STRYDOM

Vice-Chairperson of the Council

J E MBATHA

Secretary of the Council