

No. R. 152

20 February 2009

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR 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 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 from2 March 2009....., 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

Substitute the following for the existing clause 1(1), (2) and (3):

"(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 2009 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 amendment(s) shall form part of the Collective Agreement.

3. CLAUSE 5: WAGES

Substitute the following for the existing clause

5(1):

	"CATEGORY	MONTHLY	WEEKLY	DAILY	HOURLY
A	First year after qualification	R2 825,00	R651,88	R130,38	R16,30
B	P/T First year after qualification	R1 885,00	R434,95	R144,98	R17,40
C	Qualified hairdresser	R4 013,00	R926,09	R185,22	R23,15
D	P/T Qualified hairdresser	R2 668,00	R615,68	R205,23	R24,63
E	Operator	R2 793,00	R644,59	R128,92	R16,11
F	P/T Operator	R1 862,00	R429,73	R143,24	R17,19
G	Clerical employee, receptionist, and/or telephonist	R3 301,00	R761,84	R152,37	R19,05
H	P/T Clerical employee, receptionist, and/or telephonist	R2 200,00	R507,71	R169,24	R20,31
I	Manicurist/nail technician and/or beauty therapist	R3 239,00	R747,39	R149,48	R18,68
J	P/T Manicurist/nail technician and/or beauty therapist	R2 161,00	R498,71	R166,24	R19,95
K	Trainee manicurist/nail technician and/or beauty therapist	R1 946,00	R449,09	R89,82	R11,23
L	P/T Trainee manicurist/nail technician and/or beauty therapist	R1 297,00	R299,39	R 59,88	R11,98
M	Hourly-paid employee: hourly wages as per job description				
LEARNERS					
N	Start	R1 695,00	R391,12	R78,22	R9,78
O	Module 1	R1 759,00	R405,92	R81,18	R10,15
P	Module 2	R1 861,00	R429,37	R85,87	R10,73
Q	Module 3	R1 969,00	R454,49	R90,90	R11,36
R	Module 4	R2 075,00	R478,78	R95,76	R11,97
S	Module 5	R2 180,00	R503,07	R100,61	R12,58
T	Module 6	R2 282,00	R526,52	R105,30	R13,16
U	General assistant	R1 758,00	R405,73	R81,15	R10,14
V	Part-time general assistant	R1 354,00	R312,48	R104,16	R12,50
W	Manager/ess	R5 215,00	R1 203,57	R240,71	R30,09
X	Hairstylist manager/ess	R5 342,00	R1 232,74	R246,55	R30,82
UNIT STANDARDS					
Y	START	R1 695,00	R391,12	R78,22	R9,78
Z	CORE UNIT STANDARDS LEVEL 2	R1 832,00	R422,67	R84,53	R10,57
AA	CORE UNIT STANDARDS LEVEL 3	R2 023,00	R466,78	R93,36	R11,67
AB	CORE UNIT STANDARDS LEVEL 4	R2 231,00	R514,80	R102,96	R12,87
WAGE INCREASES AND NEW CATEGORIES (AFRO INDUSTRY)					
CATEGORY					
AC	Afro hairdressers without formal qualifications	R2 011,00	R463,99	R92,80	R11,60
AD	P/T Afro hairdressers without formal	R1 340,00	R309,33	R103,11	R12,37

	qualifications (new)				
AE	Afro hairdressers doing only one of the following: braiding, plaiting, cutting or hair extensions	R1 474,00	R340,15	R68,03	R8,50
AF	P/T Afro hairdressers doing only one of the following: braiding, plaiting, cutting or hair extensions (new)	R983,00	R226,86	R75,62	R9,07
AG	Afro-salon receptionist	R1 817,00	R419,36	R83,87	R10,48
AH	P/T Afro-salon receptionist	R1 211,00	R279,47	R93,16	R11,18
AI	Afro-salon operator	R1 538,00	R354,82	R70,96	R8,87
AJ	P/T Afro-salon operator	R1 025,00	R236,55	R47,31	R9,46
AK	Afro-salon general assistant	R834,00	R192,43	R38,49	R4,81
AL	P/T Afro-salon general assistant	R556,00	R128,29	R42,76	R5,13
AM	Afro-salon manager/ess only	R3 189,00	R735,83	R147,17	R18,40
AN	Afro-salon hairstylist manager/ess	R3 287,00	R758,60	R151,72	R18,97
AO	Afro-salon manicurist/nail technician and/or beauty therapist	R1 783,00	R411,41	R82,28	R10,29
AP	P/T Afro-salon manicurist/nail technician and/or beauty therapist	R1 190,00	R274,52	R91,51	R10,98
AQ	Trainee Afro-salon manicurist/nail technician and/or beauty therapist	R1 071,00	R247,20	R49,44	R6,18
AR	P/T Trainee Afro-salon manicurist/nail technician and/or beauty therapist	R714,00	R164,80	R54,93	R6,59"

4. CLAUSE 17: TERMINATION OF SERVICE

1. Substitute the following for the existing subclause (7):

"(7) In addition to subclauses (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."

2. Substitute the following for the existing subclause (9):

"(9) Every employer shall issue a certificate of service to every employee. The certificate shall be in the form of Annexure C to this Agreement."

5. CLAUSE 22: EXPENSES TO THE COUNCIL

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

"(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R53,00 per month from the earnings of each of his or her 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 R55,00 per month from earnings of employees for whom wages are prescribed in clause 5(1)(w) and (x), and R40,00 per month from the earnings of employees for whom wages are prescribed in clause 5(1)(e) and (f), and R28,00 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 R36,00 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) and (ar).

(2) In addition to the above, all **establishments** shall pay a fee of R134,00 per month."

6. CLAUSE 23: PENALTY

Substitute the following for the existing clause 23:

"If any amount that falls due in terms of any clause or any other provisions of this Agreement is not paid in full to the Council by the 7th day of the month for which the amount is payable, the employer shall be liable to pay a penalty calculated at a rate of 10% of the total amount that remains unpaid."

7. CLAUSE 27: COMPLIANCE ORDER

Substitute the following for the existing subclause (1):

"(1) A designated agent who has reasonable grounds to believe that an employer has not complied with a provision of this Collective Agreement may issue a compliance order."

8. CLAUSE 34: MEMBERSHIP

Substitute the following for the existing subclause 34(1)(a):

"(1) No employer who is a member of the employers' organisation shall employ an employee -

(a) who, while being eligible for membership of the trade union is not a member of the trade union, as at the date of commencement of employment; or"

9. CLAUSE 36A: AGENCY FEE

1. Delete the existing subclauses (7), (8) and (9).

2. Substitute the following for the existing subclause (10):

"(10) A conscientious objector may request the employer to pay the levy into a fund administered by the Department of Labour."

10. CLAUSE 36B: BARGAINING LEVY

1. Delete the existing subclauses (7), (8) and (9).

2. Substitute the following for subclause (10):

"(10) A conscientious objector may pay the levy into a fund administered by the Department of Labour."

11. CLAUSE 45: INTERPRETATION OF AGREEMENT

Substitute the following for the existing subclause (2):

"(2) Any dispute that arises in the Hairdressing and Cosmetology Trade shall be referred to the Council to be dealt with in terms of this Collective Agreement and the Act."

Signed at Pretoria for and on behalf of the parties, this 23rd day of December 2008



A. Strydom
Chairperson



S. Delpport
Vice Chairperson of the Council



J.E. Mbatha
Secretary of the Council