

No. R. 321

23 April 2010

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE, CAPE
PENINSULA: 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 Trade, Cape Peninsula 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 from03 May 2010..... for the period ending 31 December 2011.

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MMS MDLADLANA
MINISTER OF LABOUR

SCHEDULE

BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE CAPE PENINSULA

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 AND BEAUTY

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

UNITED ASSOCIATION OF SOUTH AFRICA PERSONAL CARE SECTOR

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the
parties to the Bargaining Council for the Hairdressing Trade, Cape Peninsula, to amend the
Agreement published under Government Notice No. R1532 of 13 December 2002; R 939 and
R 940 of 13 August 2004; R 915 and R 916 of 15 September 2006; R1175 and R 1176 of 14
December 2007 and R 419 of 17 April 2009.

1. SCOPE OF APPLICATION

1.1 The terms of this agreement shall be observed in the Hairdressing Trade –

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

1.1.2 in the Magisterial Districts of the Cape, Wynberg, Simon's Town, Goodwood and Bellville, those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, that portion of the Magisterial District of Kuilsriver which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville and that portion of the Magisterial District of Somerset West which prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

1.2 Notwithstanding the provisions of subclause (1), the terms of this agreement shall –

1.2.1 apply only to employees for whom wages are specified in this agreement and to the employers of such employees;

1.2.2 apply to learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under.

2. PERIOD OF OPERATION

This agreement shall come into operation –

- (a) in respect of the parties on 1 January 2010
- (b) in respect of non-parties, on such a date as determined by the Minister.

The agreement shall remain in force until 31 December 2011

3 EXCEPTIONS

The provisions of this Agreement do not apply to non-parties in respect of clauses 1.1.1; 2.1(a); 14 (4)(a); 29; 30; 31(1); 35; 36; 37(2); 37(3) and 38.

4. CLAUSE 4: WAGES

4.1 Substitute the following for subclause 4.1

Subject to the provisions of subclause 4.2, every employer must pay each employee a wage that is not less than the minimum wage specified for that employee's relevant job category and experience.

WAGE SCHEDULE		
	JOB CATEGORY	RAND PER MONTH
1.1	Hairdresser Qualified Experienced	4376
1.2	Hairdresser Qualified First Year	3078
1.3	Hairdresser Non-Qualified	2723
2.	Operator	2983
3.	Cleaner	2150
4.1.	Receptionist Experienced	3474

4.2	Receptionist First Year		2645
5.1	Learner employed prior to 1 January 2010		1825
5.2	Learners Entering Employment after 1 January 2010		
	Learners Who Have Completed College Full Time	New Learners Attending College Part Time	
5.2.1	Starting Salary	Starting Salary	1808
5.2.2	After 3 months	After Level 2 Passed	1952
5.2.3	After further 3 months	After Level 3 Passed	2109
5.2.4	After further 3 months	After Level 4 Passed	2278

5. **CLAUSE 11: PUBLIC HOLIDAYS**

5.1 Substitute the following for subclause 11.5

An employer must pay an employee or, by agreement, grant time off in lieu of hours worked on a public holiday or Easter Saturday. Time off in lieu of hours worked must be granted within 60 (sixty) calendar days, failing which such time off must be compensated by monetary payment.

6. **CLAUSE 13: ANNUAL LEAVE**

6.1 Add the following subclause 13.2(c)

At least 2 weeks leave must be taken consecutively with the balance to be taken by agreement between the employer and the employee not later than six months after the end of the annual leave cycle or will be forfeited, subject to clause 13.5.

7. **CLAUSE 15: MATERNITY LEAVE**

7.1 Substitute the following for subclause 15.5

An employee must notify the employer in writing that she is pregnant at least three months before the anticipated date of confinement and must specify when the employee intends to-

- (a) commence maternity leave; and
- (b) return to work after maternity leave.

8. CLAUSE 25: COUNCIL LEVIES

8.1 Substitute the following for subclause 25.1

For the purpose of meeting the expenses of the Council every employer must deduct per month R45.00 from the wages of each employee and add to the total amount so deducted a like amount.

8.2 Add the following subclause 25.4

Every hairdresser who works independently from their own, rented or subleased premises and has no employees must pay a basic salon charge of R65.00 per month. The basic salon charge must be paid to the Council before the seventh day of the next month in respect of which payment is due.

9. CLAUSE 35: SICK BENEFIT FUND

9.1 Substitute the following for subclause 35.4(c)

Every working employer who is a member of the Fund must pay R440.00 per month to receive benefits.

9.2 Substitute the following for subclause 35.4(d)

A child dependant under the age of 18 years must pay R70.00 per month and a spouse, life partner and adult dependants must pay R130.00 per month. No employer contribution is payable in respect of dependants.

9.3 Substitute the following for the Sick Benefit Fund Contribution Schedule

SICK BENEFIT FUND CONTRIBUTION SCHEDULE		
Job Category	Employee Contribution Rand per month	Employer Contribution Rand per month
Qualified Hairdresser	220.00	220.00
Non-Qualified Hairdresser, Operator and Experienced Receptionist	165.00	165.00
Cleaner, First Year Receptionist and Learner	130.00	130.00

8.4 Substitute the following for subclause 35.6

Sick Benefit Fund Benefits

- (a) Upon acceptance to the Fund by the Management Board, members are entitled to receive the following benefits-
 - (i) Hospital and Nursing Home Fees: A maximum of R350.00 per day is paid at medical aid rates. Covers all in-hospital expenses including, attention by a medical practitioner, including the cost of x-ray examinations, operations, injections, specialists' investigations, anaesthetic fees, physiotherapy and/or human diathermy treatment, maxillofacial and oral surgical treatment. A medical practitioner must approve all treatment.

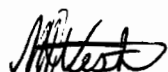
- (ii) Theatre Fees: 80% of medical aid rates per claim.
- (iii) Medicines: 100% per claim subject to a maximum benefit of R750.00 per year.
Includes supplies on authority of a prescription signed by a general practitioner or specialists for medicines, drugs, ointments, bandages and lotions.
- (iv) Self- Medication: R40.00 per prescription (excluding VAT), for all treatments except for vaginal treatments where the limit is R45.00 (excluding VAT) per prescription. The facility provides for self- medication of a specified range of ailments, with the professional guidance of a pharmacist. Only one ailment may be treated at a time and no ongoing treatment is allowed. The maximum medical aid price (mmap) and standard scheme exclusions apply to all self-medication prescriptions. Self- medication claims do not attract any levy. Medicines are supplied on request for a specific ailment and the facility may not be used for household stocks of the member.
- (v) Spectacles: R650.00 including one pair of lenses, one pair of frames and examination fees of an optometrist paid at medical aid rates, every two years, subject to a 12 month waiting period.
- (vi) Dentistry: 100% of medical aid rates per claim subject to a maximum benefit of R1500.00 per year for all types of dentistry.
- (vii) General Practitioners, specialists, physiotherapy, psychology, radiology, pathology and homeopathy: R6000.00 per annum paid at medical aid rates, subject to Fund's annual maximum overall benefit limit.
- (b) The maximum overall benefit limit for a principal member of the Fund is R12000.00 per annum from 1 January to 31 December.
- (c) The maximum overall benefit limit for a principal member of the Fund is increased by an amount of R6000.00 for each dependant, subject to no


individual member being entitled to benefits in excess of R12000.00 per annum from 1 January to 31 December.


- (d) In cases of accidents, the Fund will only pay benefits not due for compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or Multilateral Motor Vehicle Accident Fund Act, 1989.
- (e) A member of the Fund, who received the total amounts of benefits, is not entitled to receive any further benefits whatsoever from the Fund until 1 January of the following year.
- (f) A member must produce a certificate from a medical practitioner when claiming benefits.

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 15TH DAY OF DECEMBER 2009.


MERLE VESTER
Chairperson of the Council


ADIEL ADAMS
Vice-Chairperson of the Council


NIZAR DAVIDS
Secretary of the Council
