

DEPARTMENT OF LABOUR**No. R. 612****29 July 2011****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA:
EXTENSION OF AMENDMENT 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 **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 from **8 August 2011** and for the period ending 31 December 2012.

**MN OLIPHANT
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 THE UNION

(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. R. 1532 of 13 December 2002; R. 939 and R. 940 of 13 August 2004; R. 915 and R. 916 of 15 September 2006; R. 1175 and R. 1176 of 14 December 2007; R. 419 of 17 April 2009; R. 320 and R. 321 of 23 April 2010 and R. 261 and R. 283 of 1 April 2011.

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, in 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, in 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 in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial District of Bellville and in 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

(1) This agreement shall come into operation –

(a) in respect of the parties as agreed between them, on 1 January 2011.

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

The Agreement shall remain in force until 31 December 2012.

3. EXEPTIONS

The provisions of this Agreement do not apply to non-parties in respect of clauses 1.1.1 and 2(1)(a).

4. CLAUSE 22: EXEMPTION AND APPEAL CRITERIA

4.1 Substitute the following for subclause 22.1

In terms of section 32 of the Act, No 127 Of 1998, the Council hereby establishes an Independent Appeal Board consisting of one independent person appointed by the Council to hear and decide any appeals brought against the Council's -

- (a) refusal of a non- parties application for exemption; and
- (b) withdrawal of an exemption granted by the Council.

5. CLAUSE 38: PROVIDENT FUND

5.1 Substitute the following for clause 38

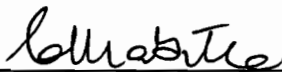
The Council having resolved that employers and employees in the Hairdressing Trade must participate in the registered Provident Fund known as the "Bargaining Council for the Hairdressing Trade, Cape Peninsula Provident Fund" (hereinafter referred to as the "Fund"), authorises for the purpose of implementing the objectives set out in the rules scheme, the collection of contributions –

- (a) Every employee must contribute per month, an amount equivalent to six percent of the employee's basic wage;
- (b) Every employer must deduct per month from the wage of each employee the amount referred to in clause 38(1) and contribute an amount equivalent to six percent of the employee's basic wage;

- (c) Every employer must pay the amounts referred to in clause 38(1) and 38(2) to the Council before the seventh day of the next month;
- (d) The Council will collate all such payments and remit the total amount due to the administrator of the Fund by the 26th day of every month.

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 4TH DAY OF MARCH 2011



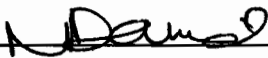
CYNTHIA MABITLE

Chairman of the Council



ALISON JACOBS

Vice Chairman of the Council



NIZAR DAVIDS

Secretary of the Council

