

No. R. 383

18 May 2012

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 28 May 2012 and for the period ending 31 December 2012.

**MN OLIPHANT
MINISTER OF LABOUR**

SCHEDULE**BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE CAPE PENINSULA****MAIN COLLECTIVE AMENDING 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

UASA 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 to further
amend and renewed under Government Gazette Nos. 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, R.261 and R.283 of 1 April 2011 and
R.612 of 29 July 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 2012.

(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. EXCEPTIONS

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

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	4964
1.2	Hairdresser Qualified First Year	3492
1.3	Hairdresser Non-Qualified	3089
2.	Operator	3384
3.	Cleaner	2439
4.1.	Receptionist Experienced	3941
4.2	Receptionist First Year	3001
5.1	Learners employed prior to 1 January 2011 who have as yet not progressed to Level 2	2070
5.2	Learners employment after 1 January 2011	

	Learners Who Have Completed College Full Time	New Learners Attending College Part Time	
5.2.1	Starting Salary	Starting Salary	2051
5.2.2	After 3 months	After Level 2 Passed	2214
5.2.3	After further 3 months	After Level 3 Passed	2392
5.2.4	After further 3 months	After Level 4 Passed	2584
6.1	Manager		5000
6.2	Stylist Manager		5964
7.1	Entrance Hairdressing Assistant (1 st year)		2000
7.2	Skilled Hairdressing Assistant (2 nd year)		2257

4.2 Delete sub-clause 4.3

5. CLAUSE 35: SICK BENEFIT FUND

Substitute sub-clause "35.2" with 35.2.1 and add the following sub-clause 35.2.2:

"35.2.2 The Sick Benefit fund is compulsory to all employees to belong to this fund and it is compulsory for employers to contribute to the fund".

6. CLAUSE 36: SICK PAY FUND

Substitute sub-clause "36.2" with 36.2.1 and add the following new sub-clause 35.2.2:

"36.2.2 The Sick Pay fund is compulsory to all employees to belong to this fund and it is compulsory for employers to contribute to the fund".

7. CLAUSE 35.17a Finance and Administration

Substitute sub-clause 35.17a with the following:

"35.17a The Management board must administer the fund and may delegate specific tasks to the executive committee".

8. CLAUSE 41: DEFINITIONS

Add the following new definitions in alphabetical order between the existing definitions

"entrance hairdressing assistant" means a special needs employee who is being trained to perform the following duties, general cleaning, sweeping and washing of floors, laundering towels, capes and gowns, assisting the stylists with seating and gowning of clients, shampooing of clients and apply in-salon treatments, assisting the stylists with the application of tints, highlights and other colour applications, and who works under the supervision and guidance of a qualified stylist.

"manager" means an employee who is not performing the duties of a Hairstylist and who generally performs the duties of a manager including but not limited to the supervision of other staff members, and who is responsible for the day-to-day running of the salon, the opening and closing of the salon and the cashing up.

"skilled hairdressing assistant" means a special needs employee who is being trained to perform the following duties, general cleaning, sweeping and washing of floors, laundering towels, capes and gowns, assisting the stylists with seating and gowning of clients, shampooing of clients and apply in-salon treatments, assisting the stylists with the application of tints, highlights and other colour applications, assisting hairstylists with Blow-drying and flat-ironing, being taught basic cutting skills and performing cuts under supervision and guidance of a qualified stylist.

"stylist manager" means an employee who in addition to performing the duties of a Hairstylist also performs the duties of a manager.

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 7th DAY OF DECEMBER 2011



STEPHEN DELPORT

Chairman of the Council



MELANIE BOTES

Vice-Chairman of the Council



ELOUISE NELL

Administrator of the Council