

No. R. 57

1 February 2013

**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 the Industry, with effect from **11 February 2013** and for the period ending 31 December 2013.

**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

**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 as further amended and renewed under *Government Notice* 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; R.612 of 29 July 2011 and R.383 of 18 May 2012.

**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 on 1 January 2013
- (b) in respect of non-parties, on such date as determined by the Minister.
- (2) The Agreement shall remain in force until 31 December 2013.

## **3. EXCEPTIONS**

The provisions of this Agreement do not apply to non-parties in respect of clauses 1.1.1 and 2.1(a).

**4. CLAUSE 4: WAGES**

- 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 2013			
	JOB CATEGORY		RAND PER MONTH
1.1	Hairdresser Qualified Experienced		R 5237
1.2	Hairdresser Qualified First Year		R 3684
1.3	Hairdresser Non-Qualified		R 3259
2.	Operator		R 3570
3.	Cleaner		R 2573
4.1.	Receptionist Experienced		R 4158
4.2	Receptionist First Year		R 3166
5.1	Learners employed prior to 1 January 2010 who have as yet not progressed to Level 2		R 2132
5.2	Learners 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	R 2113
5.2.2	After 3 months	After Level 2 Passed	R 2280
5.2.3	After further 3 months	After Level 3 Passed	R 2464

5.2.4	After further 3 months	After Level 4 Passed	R 2662
6.1	Manager		R 5275
6.2	Stylist Manager		R6237
7.1	Entrance Hairdressing Assistant (1 <sup>st</sup> year)		R 2110
7.2	Skilled Hairdressing Assistant (2 <sup>nd</sup> year)		R 2381
8.1	Barber Starting 0-1 Month		R 2100
8.2	Trainee Barber 2-6 Months		R 2300
8.3	Junior Barber 6-12 Months		R 2700
8.4	Senior Barber 12 Months		R 3700

*\*Stylist manager category salary is calculated by adding an additional R1000 to the Qualified*

*Stylist salary*

## 1 . **MATERNITY LEAVE**

- 15.1 An employee is entitled to at least four consecutive months' maternity leave.
- 15.2 An employee may commence maternity leave –
- (a) at any time from four weeks before the expected date of birth unless otherwise agreed; or
  - (b) on a date from which a medical practitioner or midwife certified that it is necessary for the employee's health or that of the unborn child.
  - (c) No employee may work for six weeks after the birth of her child unless a medical practitioner or midwife certifies that she is fit to do so.
- 15.3 An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still-birth.
- 15.4 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.

- 15.5 Notification in terms of sub clause 15.5 must be given at least four weeks before the employee intends to commence maternity leave or if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 15.6 The employee on confinement must, before or on the expiry date of the four-month period, notify her employer whether or not she will recommence employment.
- 15.7 Proof of confinement must be submitted to the employer upon the employee's return to work in the form of a birth certificate or death certificate, in the case of a still- birth, or a medical certificate in the case of a miscarriage.
- 15.8 The employer may extend the four-month period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- 15.9 The employer must be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract for period of maternity leave.
- 15.10 During the period referred to in sub clause 15.1, all the provisions of the agreements administered by the Council must apply to the temporary employee.
- 15.11 During the contract period the employer may for any reason recognised in law terminate the contract of temporary employment.

**Add Clause 15.12 and 15.13: PATERNITY LEAVE**

- 15.12 A male employee is entitled to five days paternity leave per year of service, upon the birth or adoption of his child, on presentation of proof of the birth or adoption of his child.
- 15.13 Paternity leave is in addition to the five days Family Responsibility Leave specified in subclause 16.1(a) of the agreement.

**Clause 36.9 (b): SICK PAY FUND**

Substitute the following for clause 36(9)(b):

The Fund must pay a male member five days paternity leave per year, upon the birth or adoption of his child. Paternity leave is in addition to the five days Family Responsibility Leave specified in sub clause 16.1(a) of the agreement”

**C 41: DEFINITIONS**

## Add Definitions

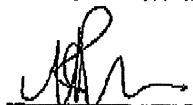
- “ Barber” or “ Barbering services” means an employee performing any one or more of the following services clipper cuts; dry and wet ra or shaving of facial hair and head hair including beards and moustages; hot towel treatment; facial massages; wet and dry cutting of the hair; singeing and dry or wet blow drying of hair.
- A barber will not be performing any chemical services.
- These services must be performed on male clients predominantly and must constitute at least 95 of the employee’s working time.
- Barbering services can only be rendered when a salon provides barbering services to it’s clients.
- “ Trainee barber” means an employee who has never performed the functions and duties of a barber and is in training in a salon for a period not exceeding 6 months.
- “ Junior Barber” means an employee who has been engaged in rendering Barbering services for a period of more than 6 months and less than one year in the ndustry
- “ Senior Barber” means an employee who has rendered Barbering services in the ndustry for a period of one year or more within the ndustry.

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 8<sup>TH</sup> DAY OF NOVEMBER 2012



MR S DELPORT  
Chairman of the Council



MS M BOTJES  
Vice-Chairman of the Council



7