

CONTENTS			INHOUD			
No.		Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
<b>GOVERNMENT NOTICES</b>			<b>GOEWERMENSKENNISGEWINGS</b>			
<b>Labour, Department of</b>			<b>Arbeid, Departement van</b>			
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>			
R. 182	Labour Relations Act, 1995: Cancellation of Government Notices .....	3	29677	R. 182	Wet op Arbeidsverhoudinge, 1995: Intrekking van Goewermentskennisgewings .....	3 29677
R. 183	do.: Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria): Extension to Non-parties of Main Collective Agreement .....	4	29677	R. 183	do.: Bedingingsraad vir die Haarkappers- en Kosmetologiebedryf (Pretoria): Uitbreiding na Nie-partye van Kollektiewa Hoofooreenkoms.....	4 29677

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**GOVERNMENT NOTICES  
GOEWERMENSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

**No. R. 182****9 March 2007**

LABOUR RELATIONS ACT, 1995

**CANCELLATION OF GOVERNMENT NOTICES****BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA): MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1364 of 26 November 2004 and R. 205 of 18 March 2005 with effect from 12 March 2007.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 182****9 Maart 2007**

WET OP ARBEIDSVERHOUDINGE, 1995

**INTREKING VAN GOEWERMENSKENNISGEWINGS****BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA): KOLLEKTIEWE HOOFOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenisgewings Nos. R. 1364 van 26 November 2004 en R. 205 van 18 Maart 2005 in, met ingang van 12 Maart 2007.

**M. M. S. MDLADLANA**

Minister van Arbeid

No. R. 183

9 March 2007

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)****EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE 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 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 from 12 March 2007, and for the period ending 31 December 2010.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 183

9 Maart 2007

## WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE HAARKAPPERS- EN KOSMETOLOGIEBEDRYF (PRETORIA)****UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE HOOFOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995 dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Bedingingsraad vir die Haarkappers- en Kosmetologiebedryf (Pretoria) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 12 Maart 2007 en vir die tydperk wat op 31 Desember 2010 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**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**

- (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), 2, 6(2)(c) and (e), 15(4), 22(5), 34, 35, 36, and 44.

## 2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation in respect of parties on 1 January 2007 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; such amendments(s) shall form part of the collective Agreement.

## 3. DEFINITIONS

Any terms used in this Agreement that are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include amendments to such Act or Ordinance, and, unless the contrary intention appears, words importing the masculine gender shall include the feminine and further, unless inconsistent with the context—

“**Act**” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“**Afro Salon**” means any salon that in its operation renders salon services mainly to Blacks and Coloureds; further, where a salon is rendering salon services to both Afro and Non-Afro clients, the Council reserves the right to make a proper distinction; and

“**Afro sector**” has a corresponding meaning;

“**agreement**” means an agreement published and made binding upon employers and employees in the Hairdressing and Cosmetology Trade in accordance with the provisions of the Act;

“**beauty therapist**” means an employee engaged in any beauty treatment or beauty therapy including, but not limited to, the following operations:

- (a) Eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;
- (b) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (c) facial skin care;
- (d) removal of unwanted or superfluous hair from the head or face by whatever means, other than shaving, including waxing, chemical depilatories, electrical or mechanical means;
- (e) massage or stimulative treatment or exercise of the face, scalp or neck, whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

“**clerical employee, receptionist and/or telephonist**” means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise, and/or keeping accounts and records, or any other form of clerical work in addition to handling cash and effecting counter sales;

“**Council**” means the Bargaining Council for the Hairdressing and Cosmetology Trade (Pretoria) registered in terms of section 29 of the Act;

“**employee**” means any person who is employed by or working for any employer and who is receiving or is entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any employer; and “employ” and “employment” have corresponding meanings;

“**employer**” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whomsoever in any manner to assist him in carrying on or conducting his business; and “employ” and “employment” have corresponding meanings;

“**establishment**” means any premises on or in connection with which salon services are rendered; and salon and establishment have the same meaning, unless inconsistent with the context;

“**full-time employee**” means an employee who is employed for not more than 40 hours per week and not less than 26 hours per week;

“**general assistant**” means an employee who is employed by a salon that does not employ less than five qualified hairdressers and who is employed to do any of the following: Cleaning and sweeping premises, running errands, washing cups and salon requisites, preparing and serving liquid refreshments;

“**Hairdressing and Cosmetology Trade**” means the trade in which employers and their employees are associated for the purpose of rendering salon services in any establishment where such services are normally rendered to members of the public;

**“hourly employee”** means an employee employed by an employer in the Hairdressing and Cosmetology Trade in any capacity, excluding that of learner, for a period not exceeding 24 working hours per month in any one establishment: Provided that the hours of work shall be agreed upon by the employer and employee and shall be remunerated at the prescribed hourly rate: Provided further that hourly paid employment shall not be considered as an option during retrenchment negotiations;

**“immediate family”** means an employee’s spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister;

**“learner”** means an employee serving under written contract of learnership, registered by the Services Seta or its successors in name and title under the Skills Development Act, No. 97 of 1998, and includes a minor employed on probation in terms of the said Act;

**“manicurist/nail technician”** means an employee engaged in the manicuring, structuring or extension of nails, including but not limited to the following operations: Manicure, pedicure, nail technology, or the application of artificial nails or nail extensions, whether acrylic, fibreglass, gel or any other substance, and whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

**“operator”** means an employee, excluding a learner, general assistant or qualified hairdresser, engaged in salon services including, but not limited to, the following operations:

- (a) Any services to the scalp or the hair of the head or the face, including the following:
  - (i) Shampooing, cleansing, conditioning and treating;
  - (ii) hair colouring, including tinting and colouring by means of permanent, semi-permanent or temporary means, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high-lifting tints or toners;
- (b) cleaning and sweeping premises, running errands, washing cups and salon requisites, preparing and serving liquid refreshments, shampooing, preparing clients for highlighting or frosting, applying rinses and colour shampoos, giving scalp and hair treatments, applying perm-lotion, neutralising perms, removing veils, pins, rollers, clips and any other setting aids, placing clients under dryers and taking clients out from under dryers and mixing and applying tints;

**“part-time employee”** means an employee who is employed for not more than nine ordinary working hours per day and not more than 25 ordinary working hours over a period of three days per week;

**“personal services commission”**, for the purpose of calculating leave pay in terms of s35 of the BCEA, means commission paid on services provided by the individual in person including services provided by employees other than those paid on a commission basis, but excludes retail commission;

**“qualified hairdresser”** means an employee, other than a learner, who performs any one or more of the operations defined under “salon services” in this Agreement and who—

- (a) has served an apprenticeship in terms of the Manpower Training Act, 1981, or has served a learnership in terms of the Skills Development Act, 1998;
- (b) has passed a qualifying trade test or holds a certificate of proficiency issued in terms of the said Act; or
- (c) holds a certificate of competency issued by the Bargaining Council for the Hairdressing and Cosmetology Trade; or
- (d) qualified by effluxion of time prior to 1992;

**“remuneration”** means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that persons working for any other person, and “remunerate” has a corresponding meaning;

**“salon manager”** means an employee whose primary function is to supervise other staff members, and who is responsible for the day-to-day running of the salon, the opening and closing of the salon and cashing up;

**“salon services”** means any one or more or a combination of the operations generally and usually performed by, and known as, the profession of nail technicians or beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:

- (a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, colouring, tinting, straightening, styling, waving (permanent, Marcel or water) of hair, or any other treatment of the hair of the head or the face;
- (b) manicure, pedicure, nail technology or the application of artificial nails or nail extensions, whether the substance used is acrylic, fibre glass or gel or any other substance;
- (c) eyebrow shaping and plucking, including the application of false or artificial eyebrows and eyelashes;

- (d) cosmetic and camouflage make-up of the face and its features, whether by permanent, semi-permanent or temporary means;
- (e) facial skin care;
- (f) the removal of unwanted or superfluous hair from the head or face by whatever means, including waxing, using chemical depilatories, electrical or mechanical means, but excluding shaving;
- (g) any beauty treatment;
- (h) beauty therapy or the massage or stimulative treatment or exercise of the face, scalp or neck, whether or not any apparatus, appliance, heat preparation or substance is used in any of these operations;
- (i) the performing of any operation referred to in (a) on any wig or hairpiece to be worn by any person, whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

**"S.S.E.T.A."** means the Services Sector Education and Training Authority;

**"Skills Development Act"** means the Skills Development Act, No. 97 of 1998;

**"time off"** means an alternative method of remuneration;

**"wages"** means the amount of money payable to an employee in terms of clause 5(1) in respect of ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 5(1), it means such higher amount;

**"week"** means the period of seven days within which the employee's working week normally falls.

#### 4. REGISTRATION OF EMPLOYERS

(1) All employers, unless already registered under the previous Agreement, shall register their salons and their employees within one month from the date on which this Agreement comes into operation, and any employer operating in the Hairdressing and Cosmetology Trade after that date shall, within one month from the date of commencing operations, forward in the form of the prescribed form attached hereto as Annexure F to the Secretary of the Council the following particulars:

- (a) His full name and the title of the business;
- (b) the business address; and
- (c) the full name of each employee, the capacity in which he is employed and the wages paid.

(2) Every employer shall include on the form specified in Annexure A hereto, monthly, the full names of all persons employed.

(3) In the case of a partnership, in addition to the particulars required in terms of subclause (1) the full names of all the partners shall be furnished.

(4) In the case of a limited liability company, the following particulars, in addition to those required in subclause (1), shall be furnished:

- (a) The address of the registered offices of the company;
- (b) the full names of the directors and the full name of the person in actual control of each branch of the business;
- (c) the full names of the secretary of the company and all other office bearers of the company.

(5) In the case of a close corporation, the following particulars, in addition to those required by subclause (1), shall be furnished:

- (a) The address of the registered office of the corporation;
- (b) the names of the members of the corporation;
- (c) the name of the accounting officer of the corporation;
- (d) a copy of the founding statement.

(6) Every employer shall, in the event of a change in any of the particulars required to be furnished in terms of this clause, forward to the Secretary of the Council, within 14 days of the date upon which such change took effect, a notification in writing of any such change.

(7) In the event that the employer fails to notify the Council of any changes to the staff of the salon, the Council shall not be held responsible for the moneys incorrectly paid as a result of the failure to notify.

## 5. WAGES

(1) No employer shall pay and no employee shall accept wages at a rate lower than the prescribed minimum wages as published in the *Gazette* from time to time.

Wage rates with effect from the date of coming into operation of this Agreement:

	CATEGORY	PER MONTH	WEEKLY	DAILY	HOURLY
A	First year after qualification	R 2 413,00	R 556,85	R 111,37	R 13,92
B	P/T first year after qualification	R 1 610,00	R 371,54	R 123,85	R 14,86
C	Qualified hairdresser	R 3 428,00	R 791,08	R 158,22	R 19,78
D	P/T qualified hairdresser	R 2 279,00	R 525,93	R 175,31	R 21,04
E	Operator	R 2 384,00	R 545,54	R 109,11	R 13,84
F	P/T operator	R 1 576,00	R 363,70	R 72,74	R 9,09
G	Clerical employee; receptionist; and / or telephonist;	R 2 794,00	R 644,77	R 128,95	R 16,12
H	P/T clerical employee; receptionist; and / or telephonist;	R 1 862,00	R 429,70	R 143,23	R 17,19
I	Manicurist; / nail technician and / or beauty therapist;	R 2 741,00	R 632,54	R 126,51	R 15,81
J	P/T manicurist; / nail technician and / or beauty therapist;	R 1 829,00	R 422,08	R 140,69	R 16,88
K	Trainee manicurist / nail technician and / or beauty therapist:	R 1 647,00	R 380,08	R 76,02	R 9,50
L	P/T trainee manicurist / nail technician and / or beauty therapist:	R 1 098,00	R 253,39	R 50,68	R 6,33
M	Hourly paid employee, hourly wages as per job description				
<b>LEARNERS</b>					
N	Start	R 1 401,00	R 323,31	R 64,66	R 8,08
O	Module 1:	R 1 454,00	R 335,54	R 67,11	R 8,39
P	Module 2:	R 1 538,00	R 354,93	R 70,99	R 8,87
Q	Module 3:	R 1 628,00	R 375,69	R 75,14	R 9,39
R	Module 4:	R 1 715,00	R 395,77	R 79,15	R 9,89
S	Module 5:	R 1 802,00	R 415,85	R 83,17	R 10,40
T	Module 6:	R 1 886,00	R 435,23	R 87,05	R 10,88
U	General assistant	R 1 488,00	R 343,39	R 68,68	R 8,58
V	Part-time general assistant	R 1 146,00	R 264,46	R 52,89	R 6,61
W	Manager/ess	R 4 414,00	R 1 018,62	R 203,72	R 25,47
X	Hairstylist manager/ess	R 4 521,00	R 1 043,32	R 208,66	R 26,08
<b>UNIT STANDARDS</b>					
Y	Start	R 1 401,00	R 323,31	R 64,66	R 8,08
Z	Core unit standards, Level 2	R 1 514,00	R 349,39	R 69,88	R 8,73
AA	Core unit standards, Level 3	R 1 672,00	R 385,85	R 77,17	R 9,65
AB	Core unit standards, Level 4	R 1 844,00	R 425,54	R 85,11	R 10,64
<b>WAGE INCREASES AND NEW CATEGORIES (AFRO SECTOR)</b>					
<b>CATEGORY</b>					
AC	Afro hairdressers without formal qualifications:	R 1 671,00	R 385,62	R 77,12	R 9,64
AD	P/T Afro hairdressers without formal qualifications: (New)	R 1 114,00	R 257,08	R 85,69	R 10,28
AE	Afro hairdressers doing only one of the following: Braiding, plaiting, cutting or hair extensions :	R 1 225,00	R 282,69	R 56,54	R 7,07
AF	P/T Afro hairdressers doing only one of the following: Braiding, plaiting, cutting or hair extensions :(New)	R 817,00	R 188,54	R 62,85	R 7,54
AG	Afro salon receptionist:	R 1 225,00	R 282,69	R 56,54	R 7,07
AH	P/T Afro salon receptionist:	R 817,00	R 188,54	R 62,85	R 7,54
AI	Afro salon operator:	R 1 130,00	R 260,77	R 52,15	R 6,52
AJ	P/T Afro salon operator:	R 753,00	R 173,77	R 57,92	R 6,95
AK	Afro salon general assistant :	R 693,00	R 159,92	R 31,98	R 4,00
AL	P/T Afro salon general assistant :	R 462,00	R 106,62	R 35,54	R 4,26
AM	Afro Salon Manager / ess only:	R 2 650,00	R 611,54	R 122,31	R 15,29
AN	Afro Salon Hairstylist Manager /ess:	R 2 732,00	R 630,47	R 126,09	R 15,76
AO	Afro Salon manicurist/nail technician and/or beauty therapist	R 1 310,00	R 302,31	R 60,48	R 7,56
AP	P/T Afro salon manicurist/nail technician and/or beauty therapist	R 873,00	R 201,46	R 67,15	R 8,06
AQ	Trainee Afro salon manicurist/nail technician and/or beauty therapist	R 787,00	R 181,62	R 36,32	R 4,54
AR	P/T Trainee Afro salon manicurist/nail technician and/or beauty therapist	R 525,00	R 121,15	R 40,38	R 4,85

(2) Any person, other than a learner, performing the duties of a qualified hairdresser, including any of the following services to the scalp or the hair of the head or face shall be entitled to the wage of the first-year qualified hairdresser:

- (i) Chemical reformation of the hair, including permanent waving, relaxing and straightening of hair;
- (ii) hair cutting and shaping;
- (iii) barbering services, including shaving and singeing of hair;
- (iv) hairstyling and arranging, including design, curling, waving (whatever means are used, including water, the Marcel method, or heat), blow drying and blow waving and styling, tonging, pressing and silking;
- (v) adding natural and artificial hair and hair extensions to hair, board work, postiche, wigmaking or performing any operation referred to in paragraph (a) on any wig or hairpiece to be worn by any person;
- (vi) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair.

(3) Nothing contained in this clause shall operate to permit a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement, while such employee remains in the employ of the same employer.

(4) (a) Notwithstanding the provisions of subclause (1) a learner who has passed from one module to another on or before the 15th of that month, shall be paid at the next wage scale.

(b) A learner who passes from one module to another on or after the 16th of that month, shall remain on a same wage scale until the end of the month and thereafter her/his wages shall be adjusted accordingly.

(c) All learners who have attended college full-time and obtained module 6 or core unit standard Level 4, shall commence at a salary of R1 401,00 per month after which, every three months, they shall be promoted to the next wage scale until they reach R1 886,00 or R1 844,00, respectively.

#### 6. PAYMENT OF WAGES AND AUTHORIZED DEDUCTIONS

(1) (a) Wages shall be paid - in cash, by cheque or by electronic transfer - daily, weekly or monthly, as the case may be, unless the contract of employment of an employee is terminated before the usual pay day, when wages shall be paid immediately on such termination.

(b) All wages due paid in cash or by cheque shall be placed in a sealed envelope, reflecting the full name of the employee, the period for which the particular payment is made, any deductions made in terms of this Agreement, and the amount contained in the envelope in the form as set out in Annexure B.

(c) All employees, irrespective of method of payment shall receive a payslip.

(2) No deductions of any description other than the following may be made from the remuneration due to an employee:

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of the employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (b) contributions to Council funds in terms of clause 22 of this Agreement;
- (c) subscriptions and other moneys due to the trade union in terms of clause 36;
- (d) subscription to any medical aid scheme registered with RAMS (Registered Association of Medical Schemes);
- (e) subscription to the United Association of South Africa Personal Care Sector Pension Fund in terms of the Act;
- (f) deductions for stock used by the employee in rendering salon services to clients, or a percentage of the gross takings of the employee, which deductions shall be stipulated in a written agreement signed by both employer and employee;
- (g) deductions that an employer is required to make in terms of any Act, or any other amount that an employer is legally or by order of any competent court required or permitted to make or in accordance with a written authority given to the employer by such employee.

(3) Wages due to an employee in terms of clause 5 shall be paid by 12:00 on the last day of each and every month: Provided that should such day of that particular month fall on any day other than a business day, such wages shall be paid at 12:00 on the business day immediately preceding such day.

(4) Payment of wages/remuneration shall be made at the place where the employee is actually engaged or employed at the time of the payment of wages/remuneration, in cash or by negotiable cheque or electronic transfer.

#### 7. MEAL INTERVAL

(1) An employer shall give an employee who works continuously for more than five hours a meal interval of at least one continuous hour and the employee shall not be required or permitted to work during such interval. The meal interval shall not form part of the normal working hours.

(2) Periods of work interrupted by an interval of less than an hour shall be deemed to be continuous.

(3) An agreement in writing may reduce the meal interval to not less than 30 minutes.



### 8. HOURS OF WORK

(1) The ordinary hours of work of all full-time employees engaged in the Hairdressing and Cosmetology Trade shall not exceed 40 hours per week between Monday and Sunday: Provided that the hours worked shall not exceed eight ordinary hours per day.

(2) The ordinary hours of work of all part-time employees shall not exceed 25 hours per week between Monday and Sunday: Provided that the hours worked shall not exceed nine ordinary hours per day.

### 9. OVERTIME

(1) Subject to this clause, an employer may not require or permit an employee—

- (a) to work overtime except in accordance with an agreement;
- (b) to work more than three hours' overtime a day; or
- (c) to work more than 10 hours' overtime a week.

(2) Notwithstanding the limits on hours of work specified in clause 8 above, overtime may be worked as may be required from time to time: Provided that the employer and employee have, in writing, mutually, agreed to the employee's working such overtime.

(3) An employer shall—

- (a) pay an employee at least one and half times the employee's wage for every hour of overtime worked; or
- (b) grant an employee at least 90 minutes time off for every hour of overtime worked.

(4) The time off shall be paid and granted within one month of such overtime worked.

### 10. PAYMENT FOR WORK ON SUNDAY

(1) An employer shall pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and one-half times the employee's wage for each hour worked.

(2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that employee is entitled to in terms of subclause (1) is less than the employee's ordinary daily wage, the employer shall pay the employee the employee's ordinary daily wage.

(3) Notwithstanding subclauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of subclauses (1) and (2).

(4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 8, but is taken into account in calculating the overtime worked by the employee in terms of clause 9(1)(c).

(5) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on that other day.

(6) (a) An employer shall grant paid time off in terms of subclause (3) within one month of the employee's becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.

### 11. PUBLIC HOLIDAYS

(1) Every employee shall be entitled to and be granted leave on full pay on all public holidays.

(2) (a) Hours worked on a public holiday shall be calculated at double the ordinary rate of pay; or

(b) such hours may be taken as time off and shall be paid and calculated at double the amount of hours off for each hour worked on a public holiday.

(3) Time off shall be taken within one month of such hours worked on a public holiday.

(4) There shall be a written agreement between the employer and employee concerning time off.

### 12. ANNUAL LEAVE AND PAYMENT

(1) Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) (a) Every employee shall, in each year of employment with the same employer or establishment, be entitled to and be granted three consecutive weeks' leave of absence, on full pay, reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave.

(b) The total amount of days per year an employee is entitled to shall be in accordance with the days the employee works per week.

(c) An employee who has completed five or more consecutive years' service with the same employer or at the same establishment shall be granted four consecutive weeks' leave of absence on full pay, reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave. The total amount of days per year such an employee is entitled to shall be the total amount of days such an employee works per week multiplied by four.

(d) In addition to subclause (2)(a) and (c) above, all employees earning personal service commission shall be paid 20 % of the average personal service commission earned during the proceeding 12 months when taking leave.

(3) (a) An employee whose services are terminated before the completion of one month's employment with an employer or at an establishment shall not be entitled to any leave pay for this period.

(b) Upon termination of an employee's employment, his employer shall pay him his full remuneration in respect of all leave accrued to him, but not granted to him before the date of termination of his employment.

(4) The employer shall fix the time when such leave shall be taken, but if the employer has not granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within three months after completion of each 12 months of employment, and such an employee shall then absent himself from the employer's place of business during the period of such leave.

(5) For the purposes of this clause, employment shall be deemed to commence from the date on which the employee last became entitled to annual leave or the date of engagement, whichever is the latter.

(6) For the purposes of this clause, employment shall be deemed to include—

(a) any period during which the employee is on leave in terms of the provisions of this clause; or

(b) is absent from work on the instructions or at the request of the employer; or

(c) is absent from work owing to illness or accident, not exceeding any period of absence owing to illness or accident in excess of 30 days in any 36-month cycle or two consecutive days: Provided that, if requested by employer, the employee produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work; or

(d) is absent from work owing to maternity leave.

(7) An employer shall not pay an employee instead of granting leave, except on termination of employment

(8) This clause shall not apply to hourly employees.

### 13. SICK LEAVE

(1) For the purposes of this clause—

**"incapacity"** means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that in the case of accidents only such benefits as are payable as compensation under the Compensation for Occupational Injuries and Diseases Act, 1993, or the Road Accident Fund shall be paid; and

**"sick leave cycle"** means a period of 36 months' employment with the same employer and/or in the same establishment immediately following—

(a) an employee's commencement of employment;

(b) the completion of that employee's previous sick-leave cycle.

(2) During every sick-leave cycle an employee shall be entitled to an amount of paid sick leave days equal to the number of days the employee would normally work during a period of six weeks.

(3) Notwithstanding subclause (2), during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.

(4) During an employee's first sick-leave cycle, an employer may reduce the employee's sick-leave entitlement to sick leave in terms of subclause (2) by the number of days of sick leave taken in terms of subclause (3).

(5) An employer shall pay an employee for the day's sick leave—

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

(6) An employer shall not be required to pay an employee in terms of this clause if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(7) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

(8) This clause shall not apply to hourly employees.

**14. MATERNITY LEAVE**

- (1) Every female employee, excluding an hourly employee, shall be guaranteed re-employment after maternity leave.
- (2) Within the first five years of employment in the same salon or establishment a female employee shall be entitled to four months' unpaid maternity leave.
- (3) After five years of continuous employment with the same employer and/or in the same establishment an employee shall be entitled to four months' maternity leave and shall be entitled to 25 per cent of the basic wage she received immediately prior to proceeding on maternity leave.
- (4) An employee shall not be entitled to the paid maternity leave, referred to in subclause (3), more than once per calendar year, excluding maternity leave owing to miscarriage.
- (5) An employee may commence maternity leave—
- at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - on a date which a medical practitioner or midwife certifies is necessary for the employee's health or that of her unborn child.
- (6) No employee may work within six weeks after the birth of her child, unless a medical practitioner certifies that she is fit to do so.
- (7) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child shall be entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (8) An employee shall notify the employer in writing, unless the employee is unable to or incapable of doing so, of the date of which the employee intends to—
- commence maternity leave; and
  - return to work after maternity leave.
- (9) Notification in terms of subclause (8) shall be given—
- at least four weeks before the employee intends to commence maternity leave; or
  - as soon as reasonably practicable to do so.

**15. FAMILY RESPONSIBILITY LEAVE AND TRAINING LEAVE**

- (1) This clause applies to an employee who has been in employment with an employer for longer than two months, and who works for at least three days a week for that employer.
- (2) An employer shall grant an employee, during each annual leave cycle, at the request of the employee, seven days' paid leave, which the employee is entitled to take—
- when the employee's child is born ;
  - when the employee's child is sick;
  - in the event of the death of an immediate family member.
- (3) (a) Before paying an employee leave in terms of this clause, an employer may require reasonable proof of the event contemplated above.
- (b) An employee's unused entitlement to leave in terms of this clause shall lapse at the end of the annual leave cycle in which it accrues.
- (4) Training leave—A duly elected shop steward shall be granted seven days' paid leave for shop steward training purposes on a once-off basis. Thereafter a further three days' paid leave per annum shall be granted for additional shop steward training. Such leave shall be arranged between the employer and the employee and shall be requested in writing.

**16. OUTWORK**

An employee, while such employee is in the employ of an employer engaged in the Hairdressing and Cosmetology Trade, excluding an hourly employee and part-time employees, shall not—

- solicit or take orders for or undertake work in the Hairdressing and Cosmetology Trade other than for his employer;
- engage in trading in salon requisites for sale, gain or reward; on his own account or on behalf of any person or from any other person than his employer while such employee is in the employ of an employer, without the written permission of the employer.

**17. TERMINATION OF SERVICES**

- (1) Subject to—
- the right of an employer or an employee to terminate employment without notice for any good cause legally recognized as sufficient; or

- (b) the provisions of any written agreement between employer and employee stipulating a period of notice shorter than that provided for herein, but not in excess of what is provided herein, having regard to the definitions of unfair labour practice as contained in the Act, an employer or his employee shall give—
- (i) 24 hours' written notice to terminate the contract of employment within the first month of employment;
  - (ii) one weeks' written notice to terminate the contract of employment, if the employee has been employed for six months or less;
  - (iii) two weeks' written notice to terminate the contract of employment, if employee has been employed for more than six months.
- (2) Notice shall be in writing except where the employee concerned is illiterate, and shall take effect from the working day following the day on which such notice was given.
- (3) Notice may not be given while an employee is on leave in terms of clause 12 or absent on sick leave in terms of clause 13.
- (4) By mutual written agreement between the employer and the employee, the notice period referred to in subclause (1)(b) may be shortened to such period as agreed upon.
- (5) In the event that an employer or an employee fails to give notice as provided for in subclause (1) hereof, the employer or employee shall pay or forfeit in lieu thereof an amount equal to the remuneration that the employee was receiving immediately preceding the termination of the contract of employment: Provided that if an agreement has been entered into in terms of subclause (1)(b), the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon, which shall not be in excess of 12 months.
- (6) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) that were in process of accrual to such employee at the time of his desertion.
- (7) An employer shall pay an employee for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1).
- (8) If the employee's services are terminated for reasons based on operational requirements an employer shall pay severance pay as follows:
- (a) Employees who have worked for one employer or one establishment for a period of up to five years continuous service shall be entitled to one week's severance pay for each and every completed year of service.
  - (b) Employees who have worked for one employer or one establishment for a period of more than five years but less than 10 years continuous service shall be entitled to 1,5 weeks' severance pay for each and every completed year of service.
  - (c) Employees who have worked for one employer or one establishment for a period of 10 years and more of continuous service shall be entitled to two weeks' severance pay for each and every completed year of service.
- (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.
- (10) Should any worker stay away from the workplace for more than two days without any notification of reason of absence, the procedure set out in Annexure E shall be followed.

#### 18. RECORDS TO BE KEPT BY EMPLOYERS

- (1) Every employer shall keep a record containing the following information:
- (a) The name of the employee and the occupation of such employee;
  - (b) the time worked by each employee;
  - (c) the remuneration paid to each employee;
  - (d) the date of birth of each employee under the age of 18 years;
  - (e) any other prescribed information.
- (2) A record in terms of subclause (1) shall be kept by the employer for a period of three years from the date of the last record entry.
- (3) Entries in the time register shall be in the employee's own handwriting and no person shall make false entries in a register.

#### 19. EXEMPTIONS

- (1) All applications for exemption shall be in writing (on an application form as provided herein as Annexure G) and shall be addressed to the Secretary of the Council for consideration by the Council meeting.
- (2) All applications for exemption shall be substantiated, and shall include the particulars required in Annexure G and the following details:
- (a) The period for which the exemption is required;

- (b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application shall be included in the application.

(3) The Secretary of the Council shall place the application for exemption on the agenda of the next Council meeting, for decision.

(4) The Secretary of the Council shall provide the Council meeting with details of all the applications for exemption.

(5) The Council meeting shall consider and decide on all written applications and, when so requested by the applicants or objectors, interview applicants or any objectors at its following meeting: Provided that the Council meeting may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(6) Once the Council meeting has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(7) When the Council meeting decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

## 20. EXEMPTION CRITERIA

(1) An application for exemption shall be submitted to the Secretary of the Council on the prescribed form, and shall contain the following information:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against the granting of the exemption as provided by employers or employees who are to be affected by the exemption, if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that competitive advantage is not created by the exemption;
- (f) the views on exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Hairdressing and Cosmetology Trade;
- (h) any existing special economic or other circumstances that warrant the granting of the exemption;
- (i) reporting requirements to be met by the applicant, and the monitoring and re-evaluation provisions; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to investigate the Labour Market Policy.

## 21. INDEPENDENT BODY

(1) In terms of the Act, the Council hereby establishes an independent body to hear and consider any appeal against the decision by the Bargaining Council with regard to granting or refusing to grant exemption to non-parties.

(2) All appeal applications shall be in writing and shall contain the following information:

- (a) Grounds of appeal;
- (b) full details of documents sent to the Council;
- (c) any other relevant information that may assist the Independent Body to arrive at the correct decision.

(3) The Independent Body shall consider and decide on all written appeal applications and, when so requested by the applicant or objectors, may interview applicants or objectors at its following meeting: Provided that the Independent Body may defer a decision to the following meeting, if additional information, substantiation or verbal representations are considered necessary to decide on the appeal application.

(4) Once the Independent Body has decided to uphold or deny the appeal, it shall advise the applicant of its decision within 14 days.

(5) The Independent Body shall give reasons for granting or refusing to grant an appeal.

(6) The decision of the Independent Body shall be final and binding.

## 22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R45,00 per month from the earnings of each of his 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 R47 per month from earnings of employees for whom wages are prescribed in clause 5(1)(w) and (x), and R34,00 per month from the earnings of employees for whom wages are prescribed in clause 5(1)(e), (f) and R23,00 per month 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 R30,00 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 employers shall pay a fee of R117,00 per month.

(3) The amounts referred to in subclauses (1) and (2) above shall be remitted to the Secretary of the Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or to P. O. Box 26319, Arcadia, 0007, not later than the seventh day of each and every month, in the form of Annexure A to this Agreement, as required by the Bargaining Council.

(4) All dues and penalties payable by employers and employees to their respective bodies shall be collected by the Bargaining Council and shall be paid over to the respective organisations within 30 days of receipt.

(5) Any increase in the expenses of the Council as prescribed in subclauses (1) and (2) of this clause, may be negotiated annually between the parties to this Agreement.

### 23. PENALTY

If any amount that falls due in terms of any clause or any other provision 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 the rate of 10 per cent of the capital amount that remains unpaid.

### 24. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment, in a conspicuous place readily accessible to his employees, a legible copy of this Agreement in one of the official languages.

### 25. DESIGNATED AGENT(S)

The Council shall request the Minister to appoint one or more specified person(s) as designated Agents to assist in the administration of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries, and examine such books, documents, wage sheets and pay tickets and perform all such acts as may be necessary for ascertaining whether the conditions of this Agreement are being observed and complied with, and no person shall make a false statement to such designated agent during the course of his investigation.

### 26. SECURING AN UNDERTAKING

(1) A designated agent who has reasonable grounds to believe that an employer has not complied with any provision of this Collective Agreement shall endeavour to secure a written undertaking from the employer to comply with the provisions.

(2) In endeavouring to secure the undertaking, the designated agent—

- (a) may seek to obtain agreement between the employer and the employee as to any amount owed to the employee in terms of this Collective Agreement;
- (b) may arrange for payment to an employee of any amount paid as a result of an undertaking;
- (c) may, at the written request of an employee, receive payment on behalf of the employee, and
- (d) shall provide a receipt for any payment received in terms of paragraph (c).

### 27. COMPLIANCE ORDER

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

(2) A compliance order shall set out—

- (a) the name of the employer and location of every workplace to which it applies;
- (b) any provision of this Collective Agreement that the employer has not complied with, and details of the conduct instituting non-compliance;
- (c) any amount that the employer is required to pay to an employee or to the Council;
- (d) any written undertaking by the employer in terms of clause 26(1) and any failure by the employer to comply with a written undertaking;
- (e) any steps that the employer is required to take including, if necessary, the cessation of the contravention in question and the period within which those steps are to be taken.

(3) A designated agent shall deliver a copy of the compliance order to the employer named in it, and to each employee affected by it or, if this is impractical, a representative of the employees.

(4) The employer shall display a copy of the compliance order prominently at a place accessible to the affected employees at each workplace named in it.

(5) An employer shall comply with the compliance order within the time period stated in the order unless the employer or employee objects in terms of clause 29.

(6) Notwithstanding the provisions of subclause 3 above, the failure to deliver a copy of the compliance order to the employers, the employees or their representatives shall not make the compliance order invalid.

### 28. LIMITATIONS

A designated agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with a provision of this Collective Agreement if any proceedings have been instituted for the recovery of that amount or, if proceedings have been instituted, those proceedings have been withdrawn.

### 29. OBJECTIONS TO COMPLIANCE ORDER

- (1) An employer may object to a compliance order by making representations in writing to the Secretary within seven days of receipt of that order.
- (2) If the employer shows good cause at any time, the Secretary may permit the employer to object after the period of seven days has expired.
- (3) After considering any representation by the employer and any other relevant information, the Secretary—
  - (a) may confirm, modify or cancel an order or any part of an order; and
  - (b) shall specify the period within which the employer is to comply with any part of an order that has been confirmed or modified.
- (4) The information that the Secretary shall consider includes—
  - (a) any evidence concerning the employer's compliance record;
  - (b) the likelihood that the employer was aware of the relevant provisions; and
  - (c) the steps taken by the employer to ensure compliance with the relevant provisions.
- (5) The Secretary shall serve a copy of the order made in terms of subclause (3) on the employer and on each employee affected by it or, if this is impractical, on the employee's representative.
- (6) If the Secretary confirms or modifies the order or any part of the order, the employer or employee must comply with that order within the time period specified in that order.
- (7) The failure to deliver a compliance order to employees or their representatives shall not make the compliance order invalid.

### 30. REFERRAL OF COMPLIANCE ORDER TO ARBITRATIONS

- (1) An employer who is not satisfied with the Secretary's compliance order may refer the matter to arbitration within seven days after the Compliance Order was received by that employer or employee.
- (2) If the employer has not complied with the compliance order and has not referred the matter to arbitration in terms of subclause (1) above, the Secretary or official of the Council may refer the matter to arbitration.

### 31. CONSOLIDATION OF PROCEEDINGS

- (1) If an employee institutes proceedings for unfair dismissal, the Labour Court or the arbitrator hearing the matter may, in addition, determine any claim for an amount that is owing to that employee in terms of this Collective Agreement if—
  - (a) the claim is referred in compliance with section 191 of the Labour Relations Act, 1995;
  - (b) no compliance order has been issued and no other legal proceedings have been instituted to recover the amount.
- (2) A dispute concerning any amount that is owing to an employee as a result of a contravention of this Collective Agreement may be initiated jointly with a dispute instituted by the employee over the entitlement to severance pay in terms of clause 17(B) of the Collective Agreement.

### 32. PAYMENT OF INTEREST

An employer shall pay interest on any amount due and payable in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), to any person to whom a payment should have been made.

### 33. PROOF OF COMPLIANCE

- (1) In any proceedings concerning a contravention of this Collective Agreement an employer shall—
  - (a) prove that a record maintained by or for that employer is valid and accurate;
  - (b) prove compliance with any provisions of this Collective Agreement if he has failed to keep any record required by this Collective Agreement that is relevant to those proceedings.

### 34. MEMBERSHIP

- (1) No employer who is a member of the employers' organisation shall continue to 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 coming into operation of this Agreement; or
  - (b) who does not become a member of the trade union within a period of 90 days from such date.

(2) No member of the trade union, from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement, may continue his employment with an employer—

- (a) who is not a member of the employers' organisation; or
- (b) who does not within a period of 90 days after such date, or after the date of employment of the employee concerned where such employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

(3) The provisions of this clause shall not apply to persons who are not eligible for membership in terms of the Constitution of the trade union or employers' organisation, or who have been refused membership of, or have been expelled from the trade union or the employers' organisation.

### 35. TRADE UNION REPRESENTATIVE ON THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

### 36. MONEYS PAYABLE TO EMPLOYERS' ORGANISATION AND TRADE UNION

(1) (a) Any employee who is a member of a representative trade union may authorise the employer in writing to deduct subscriptions or levies due to the trade union in terms of its constitution and as advised by the Secretary of the Trade Union from time to time.

(b) An employer who receives an authorisation and request in terms of subclause (1)(a) above shall begin making the authorised deduction as soon as possible and forward, in the form specified in Annexure A hereto, the amount so deducted to the Secretary of the Bargaining Council, Second Floor, 424 Pretorius Street, PRETORIA, 0002, or Box 26319, ARCADIA, 0007, not later than the seventh day of each and every month in which the deductions were made.

(c) An employee may revoke an authorisation given in terms of subclause 1(a) by giving the employer and the representative trade union one month's written notice, subject to an approved application for exemption by the Bargaining Council.

(d) An employer who receives a notice in terms of subclause 1(c) must continue making authorised deductions until the notice period has expired.

(2) (a) Every employer who is a member of the employers' organisation shall, during the month of December of each and every year, forward to the Secretary of the Council the annual specified dues in terms of the constitution of the employers' organisation.

(b) Every employer who is a member of the employers' organisation shall remit the monthly subscription, Development Fund Levies or any other levies to the Secretary of the Council not later than the seventh day of each and every month in the form specified in Annexure "A" to this Agreement.

(3) Any amount received by the Council in terms of subclause (1)(b) and (2)(a) and (b) shall be paid over to the union and the employers' organisation, respectively, within 30 days of receipt thereof.

### 36A. AGENCY FEE

(1) Every employer who is not a member of the employers' organisation, shall deduct weekly or monthly as the case may be, from the wages of his employees, who are not members of the trade union party to the Council, the agency fee equivalent to the trade union subscription fee as determined from time to time by the trade union; and shall forward in the form specified in Annexure A of this Collective Agreement the amount so deducted to the Secretary of the Council, Second Floor, 424 Pretorius Street, Pretoria, 0002, or P. O. Box 26319, Arcadia, 0007, no later than the seventh day of each and every month, following on the month in which the deductions were made.

(2) The Council shall thereafter prepare an analysis of all amounts received from employees either by way of membership fees or levies. The Council shall then be entitled to deduct a collection fee, which will be a percentage of the total of fees/levies collected and the percentage is to be that determined and agreed upon from time to time by the parties to the Council.

(3) Employees who are not members of the representative trade union shall not be compelled to become members of the union.

(4) The Secretary of the Council shall deposit all moneys received in terms of this clause into the Council's account and at the end of each month—

- (a) pay all agency fees received to the trade union; and
- (b) the trade union shall deposit all the levies received into a separate account administered by the trade union.

(5) The moneys held in the separate account may be used only for expenditure incurred by the trade union relating to collective bargaining or dispute resolution in the Industry, and may not be—

- (a) paid to a political party as an affiliation fee; or
- (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
- (c) used for any expenditure that does not advance or protect the socio-economic interests of employees.



(6) The trade union shall arrange for an annual audit of the separate account within six months of its financial year and by an auditor who shall—

- (a) conduct the audit in accordance with generally accepted auditing standards;
- (b) report in writing to the trade union, and in this report express an opinion as to whether or not the trade union has complied with the provisions of its constitution relating to financial matters.

(7) The trade union shall submit to the Council, within 30 days of receipt of the auditor's report referred to in subclause (6), a certified copy of that report.

(8) Any person may inspect the auditor's report submitted to the Council in terms of subclause (7) at the Council's offices, 2nd Floor, 424 Pretorius Street, Pretoria.

(9) The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.

(10) A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.

(11) Employees who are not members of the employee's organisation party to the Council shall not be compelled to become members of that organisation.

(12) Any dispute about the application or interpretation of the provisions of this clause shall be resolved in terms of section 24(6) of the Labour Relations Act. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in the collective agreement.

### 36B. BARGAINING LEVY

(1) Every employer who is not a member of the employers' organisation party to the Council, shall pay a monthly bargaining levy equivalent to the monthly subscription as determined by the employers' organisation from time to time.

(2) Every employer shall pay the monthly bargaining levy to the Secretary of the Bargaining Council, 424 Pretorius Street, Pretoria, 0002, or P. O. Box 26319, Arcadia, 0007, before the 7th day of each month.

(3) The Council shall thereafter prepare an analysis of all amounts received from employers either by way of membership fees or levies. The Council shall then be entitled to deduct a collection fee, which will be a percentage of the total of fees/levies collected and the percentage is to be that determined and agreed upon from time to time by the parties to the Council.

(4) The Secretary of the Council shall deposit all moneys received in terms of this clause into the Council's account and at the end of each month—

- (a) pay all bargaining levies received to the employers' organisation; and
- (b) the employers' organisation shall deposit all the levies received into a separate account administered by the employers' organisation.

(5) The moneys held in the separate account may be used only for expenditure incurred by the employers' organisation relating to collective bargaining or dispute resolution in the Industry, and may not be—

- (a) paid to a political party as an affiliation fee; or
- (c) contributed in cash or kind to a political party or a person standing for election to any political office; or
- (d) used for any expenditure that does not advance or protect the socio-economic interests of employers.

(6) The employers' organisation shall arrange for an annual audit of the separate account within six months of its financial year and by an auditor who shall—

- (e) conduct the audit in accordance with generally accepted auditing standards;
- (f) report in writing to the employers' organisation, and in this report express an opinion as to whether or not the employers' organisation has complied with the provisions of its constitution relating to financial matters.

(7) The employers' organisation shall submit to the Council, within 30 days of receipt of the auditor's report referred to in subclause (7), a certified copy of that report.

(8) Any person may inspect the auditor's report submitted to the Council in terms of subclause (8) at the Council's offices, 2nd Floor, 424 Pretorius Street, Pretoria.

(9) The Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.

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

(11) Employers who are not members of the employers' organisation party to the Council are not compelled to become members of that organisation.

(12) Any dispute about the application or interpretation of the provisions of this clause shall be resolved in terms of section 24(6) of the Labour Relations Act. Enforcement of the provisions of this clause shall be dealt with in accordance with the enforcement provisions as set out in the collective agreement.

**37. CONTROL OF PREMISES**

- (1) No employer shall practise in the Hairdressing and Cosmetology Trade on premises—
- (a) that are not adequately lighted and ventilated, and provided with an adequate supply of hot and cold running water;
  - (b) that are not fitted with washbasins with waste pipes and a system for the innocuous disposal of waste water;
  - (c) the walls and floors of which are not constructed of material that is readily cleanable;
  - (d) that are fitted with shelves, fittings or other fixtures that are not made of readily cleanable and durable material;
  - (e) any parts of which are used as a sleeping apartment or place for the storage or preparation of food, unless the part used for carrying on the Hairdressing and Cosmetology Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

(2) Every owner of a salon, and every person in charge of salon, whether on a temporary or permanent basis, shall on demand disclose to a designated agent of the Council the name of the landlord or owner of the establishment on the premises of which the business of the salon is carried on, and every such owner is hereby deemed to have consented to the disclosure by the landlord to the Council of all relevant particulars of the lease of the premises.

- (3) An employer shall comply at all times with all health legislation applicable in the area of operation.

**38. PROVISION OF EQUIPMENT**

(1) (a) An employer shall provide, for the use of every employee, all tools and equipment necessary for the carrying out of his work, except the following:

- (i) curling tongs;
- (ii) scissors;
- (iii) clippers;
- (iv) razors;
- (v) neck brushes;
- (vi) strop;
- (vii) razor hone;
- (viii) hand dryer;
- (ix) hairbrushes;
- (x) flat irons
- (xi) combs.

- (b) Where the employer has instituted a dress code, he shall supply the required clothing to the employees.

**39. ULTRA VIRES**

Should any provision of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and remain in force for the unexpired period of this Agreement.

**40. LETTER OF APPOINTMENT**

(1) Every employer shall provide each new employee with a letter of appointment in the form of Annexure D to this Agreement, showing at least the following: The employee's full name, date of commencement of service, job description, basic salary, normal hours of work and probation period.

(2) An original copy of such letter, signed by the employer and the employee, shall be retained by the employer and the employee shall be given a copy.

**41. PROHIBITION OF EMPLOYMENT**

(1) An employer shall not employ any person under the age of 15 years.

(2) (a) An employer shall not employ an employee who was employed within a two kilometer radius for a street salon and within a three kilometer radius for a mall salon during the last six months of the previous employment of the employee.

(b) Subclause (a) shall not apply to employers if—

- (i) employees are coming from any industry other than Hairdressing and Cosmetology;
- (ii) employees were dismissed and are successfully challenging the fairness of the dismissal;
- (iii) employees had been employed for less than six months by the previous employer;
- (iv) employees worked as operators, general assistants or learners under a learnership contract that has expired.

(c) An employer who is found to have contravened the provisions of this clause shall be liable to a fine of up to six months basic salary of that employee.

(d) No employee shall undertake employment within a two kilometer radius for a street salon and with a three kilometer radius for a mall salon during the last six months of the previous employment of that employee.

- (e) Subclause (d) shall not apply to employees if—
- (i) employees are coming from any industry other than Hairdressing and Cosmetology;
  - (ii) employees were dismissed and have challenged the fairness of the dismissal;
  - (iii) employees had been employed for less than six months by the previous employer;
  - (iv) employees worked as operators, general assistants or learners under a contract that has expired.
- (f) An employee who is found to have contravened the provisions of this clause shall be liable to a fine of up to six months basic salary of that employee.
- (g) It is the duty of the employer to establish the employee's previous workplace before employing him or her.
- (h) The fine referred to in paragraphs (c) and (f) shall be deducted by the employer and paid over to the Bargaining Council together with the employer's fine.
- (i) The moneys so deducted, together with employers' fine shall be forwarded to the complainant.

#### 42. TRANSFER OF CONTRACT

- (1) In this clause and in clause 42A—
- (a) 'business' includes the whole or a part of any business, trade, undertaking or service; and
  - (b) 'transfer' means the transfer of a business by one employer ('the old employer') to another employer ('the new employer') as a going concern.
- (2) If a transfer of a business takes place, unless otherwise agreed in terms of subclause (6)—
- (a) the new employer is automatically substituted in the place of the old employer in respect of all contracts of employment in existence immediately before the date of transfer;
  - (b) all the rights and obligations between the old employer and each employee at the time of the transfer continue in force as if they had been rights and obligations between the new employer and the employee;
  - (c) anything done before the transfer by or in relation to the old employer, including the dismissal of an employee or the commission of an unfair labour practice or act of unfair discrimination, is considered to have been done by or in relation to the new employer; and
  - (d) the transfer does not interrupt an employee's continuity of employment, and an employee's contract of employment continues with the new employer as if with the old employer.
- (3) (a) The new employer complies with subclause (2) if that employer employs transferred employees on terms and conditions that are on the whole not less favourable to the employees than those on which they were employed by the old employer.
- (b) Paragraph (a) does not apply to employees if any of their conditions of employment are determined by a collective agreement.
- (4) Subclause (2) does not prevent an employee from being transferred to a pension, provident, retirement or similar fund other than the fund to which the employee belonged prior to the transfer, if the criteria in section 14(1)(c) of the Pension Fund Act, 1956 (Act No. 24 of 1956), are satisfied.
- (5) (a) For the purpose of this subclause, the collective agreements and arbitration awards referred to in paragraph (b) are agreements and awards that bound the old employer in respect of the employees to be transferred, immediately before the date of transfer.
- (b) Unless otherwise agreed in terms of subclause 6, the new employer is bound by—
- (i) any arbitration award made in terms of the Labour Relations Act (the L.R.A.), the common law or any other law;
  - (ii) any collective agreement binding in terms of section 23 of the L.R.A; and
  - (iii) any collective agreement binding in terms of section 32 of the L.R.A. unless a commissioner acting in terms of section 62 of the L.R.A. decides otherwise.
- (6) (a) An agreement contemplated in subclause (2) must be in writing and concluded between—
- (i) the old employer or the new employer, or the old and new employers acting jointly, on the one hand; and
  - (ii) the appropriate person or body referred to in section 189(1) of the L.R.A, on the other.
- (b) In any negotiations to conclude an agreement contemplated by paragraph (a), the employer or employers contemplated in subparagraph (i), must disclose to the person or body contemplated in subparagraph (ii), all relevant information that will allow it to engage effectively in the negotiations.
- (c) Section 16(4) to (14) of the L.R.A applies, read with the changes required by the context, to the disclosure of information in terms of paragraph (b)

(7) The old employer must—

- (a) agree with the new employer to a valuation as at the date of transfer of—
  - (i) the leave pay accrued to the transferred employees of the old employer;
  - (ii) the severance pay that would have been payable to the transferred employees of the old employer in the event of a dismissal by reason of the employer's operational requirements; and
  - (iii) any other payments that have accrued to the transferred employees but have not been paid to employees of the old employer;
- (b) conclude a written agreement that specifies—
  - (i) which employer is liable for paying any amount referred to in paragraph (a), and in the case of the apportionment of liability between them, the terms of that apportionment; and
  - (ii) what provision has been made for any payment contemplated in paragraph (a) if any employee becomes entitled to receive a payment;
- (c) disclose the terms of the agreement contemplated in paragraph (b) to each employee who after the transfer becomes employed by the new employer; and
- (d) take any other measure that may be reasonable in the circumstances to ensure that adequate provision is made for any obligation on the new employer that may arise in terms of paragraph (a).

(8) For a period of 12 months after the date of the transfer, the old employer is jointly and severally liable with the new employer to pay any employee who becomes entitled to receive a payment contemplated in subclause (7)(a) as a result of the employee's dismissal for a reason relating to the employer's operational requirements or the employer's liquidation or sequestration, unless the old employer is able to show that it has complied with the provisions of this section.

(9) The old and new employer are jointly and severally liable in respect of any claim concerning any term or condition of employment that arose prior to the transfer.

(10) This section does not affect the liability of any person to be prosecuted for, convicted of, and sentenced for, any offence.

#### **42A: TRANSFER OF CONTRACT OF EMPLOYMENT IN CIRCUMSTANCES OF INSOLVENCY**

(1) This clause applies to a transfer of a business—

- (a) if the employer is insolvent; or
- (b) if a scheme of arrangement or compromise is being entered into to avoid winding-up or sequestration for reasons of insolvency.

(2) Notwithstanding the provisions of the Insolvency Act, 1936 (Act No. 24 of 1936), if a transfer of a business takes place in the circumstances contemplated in subclause (1), unless otherwise agreed in terms of clause 42(6)—

- (a) the new employer is automatically substituted in the place of the old employer in all contracts of employment in existence immediately before the old employer's provisional winding-up or sequestration;
- (b) all the rights and obligations between the old employer and each employee at the time of the transfer remain rights and obligations between the old employer and each employee;
- (c) anything done before the transfer by the old employer in respect of each employee is considered to have been done by the old employer;
- (d) the transfer does not interrupt the employee's continuity of employment and the employee's contract of employment continues with the new employer as if with the old employer.

(3) Clause 42(3), (4), (5) and (10) applies to a transfer in terms of this clause and any reference to an agreement in that clause must be read as a reference to an agreement contemplated in clause 42(6).

(4) Clause 42(5) applies to a collective agreement or arbitration binding on the employer immediately before the employer's provisional winding-up or sequestration.

(5) Clause 42(7), (8) and (9) does not apply to a transfer in accordance with this clause.

#### **42B: DISCLOSURE OF INFORMATION CONCERNING INSOLVENCY**

(1) An employer that is facing financial difficulties that may reasonably result in the winding-up or sequestration of the employer, must advise a consulting party contemplated in section 189(1) of the L.R.A.

(2) (a) An employer that applies to be wound up or sequestrated, whether in terms of the Insolvency Act, 1936, or any other law, must at the time of making application, provide a consulting party contemplated in section 189(1) of the L.R.A with a copy of the application.

(b) An employer that receives an application for its winding-up or sequestration must supply a copy of the application to any consulting party contemplated in section 189(1) of the L.R.A, within two days of receipt, or if the proceedings are urgent, within 12 hours.

#### **43. MEDICAL FUND**

(1) The Council, having resolved that employers and employees in the Hairdressing and Cosmetology Trade may participate in a medical plan registered in terms of the Medical Schemes Act, 1967 (hereinafter referred to as "the Scheme"), hereby authorises, for the purpose of implementing the objects set forth in the rules of the Scheme, the collection of contributions in accordance with the procedure detailed hereunder.

- (a) Every employer shall each week or month, as the case may be, deduct from the wage of each of his employees, who has voluntarily applied in writing to participate in the Scheme, the amount calculated in terms of the Rules of the Scheme and notified to him by the administrators of the Scheme.
- (b) To the amount so deducted the employer shall add the amount that he has agreed to pay to the Scheme, if any, in respect of members of the Scheme in his employ.

#### 44. PENSION FUND

- (1) Membership of the United Association of South Africa Personal Care Sector Pension Fund shall be compulsory.
  - (a) Every employer shall at the end of each pay period deduct from the wages of every applicable member of the trade union in his employ an amount equal to 50% of the agreed 7,5% contribution to the Pension Fund, in accordance with the rules of the United Association of South Africa Personal Care Sector Pension Fund, underwritten by a registered insurance underwriter.
  - (b) Every employer shall contribute an amount equal to 50% of the agreed 7,5% contributions to the Pension Fund of every applicable member of the trade union in his employ, in accordance with the rules of the United Association of South Africa Personal Care Sector Pension Fund.
  - (c) The amounts deducted in terms of paragraph (a) and contributed in terms of paragraph (b) shall be paid over within seven days to the Secretary of the Council, P. O. Box 26319, Arcadia, 0007.

#### 45. INTERPRETATION OF AGREEMENT

- (1) The Council shall be the body responsible for the administration of the Agreement and may issue an expression of opinion not inconsistent with the provisions hereof for the guidance of the employers and their employees.
- (2) Any dispute that arises in the Hairdressing and Cosmetology Trade shall be referred to the Council to be dealt with in terms of the Act.

#### 46. RESOLUTION OF DISPUTES

- (1) If there is a dispute of non-compliance arising out of this Collective Agreement, the Council may refer any unresolved dispute concerning compliance with any provisions of this Collective Agreement to arbitration by an arbitrator appointed by the Council.
- (2) The arbitrator appointed in terms of subclause (1) above, shall have the powers of the commissioner in terms of section 142 of the Labour Relations Act.
- (3) Section 138 of the Act, read with the changes required by the context, applies to any arbitration conducted in terms of this clause.
- (4) An arbitrator conducting an arbitration in terms of this clause may make an appropriate award including—
  - (a) ordering any person to pay any amount owing in terms of a collective agreement;
  - (b) imposing a fine for a failure to comply with a collective agreement in accordance with section 33A (13) of the L.R.A.;
  - (c) charging a party an arbitration fee not exceeding R 1 500,00;
  - (d) ordering a party to pay the cost of the arbitration;
  - (e) confirming, varying or setting aside a compliance order issued by a designated agent in accordance with clause 27; or
  - (f) any award contemplated in section 138 (a) of the Act.

#### 47. DISSOLUTION OF COUNCIL

- (1) In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Trust Account not being negotiated within a period of 12 months from the date of such expiration, or the Trust Account not being transferred by the Council within such period to any other trust account constituted for the same purposes as that for which the original Trust Account was created, or in the event of the dissolution of the Council, the moneys standing to the credit of the Trust Account shall be refunded to the employers and employees who had contributed to it.
- (2) The Trust Account shall, during the said period of 12 months or until such time as it is transferred to any other trust account referred to above or continued by a subsequent agreement, be administered by the Council.
- (3) Any amount that cannot be disposed of in terms of this clause after the expiration of six months from the date it became payable to the person who was entitled thereto shall be paid into the Council's general funds and if the Council has been dissolved by that date, such amount shall be dealt with in terms of sections 59 and 60 of the Act as if it formed part of the General Funds of the Council.

Signed at Pretoria for and on behalf of the parties, this day of 2007.

**S. DELPORT**

Chairperson

**A. STRYDOM**

Vice-Chairperson of the Council

**J. E. MBATHA**

Secretary of the Council

**ANNEXURE A**

**MONTHLY RETURN BY EMPLOYER**

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

Please use the following address for all correspondence:

P.O. Box 26319

ARCADIA

0007

Telephone (012) 322-1692. Fax: (012) 320-7824

Nedbank Arcadia

Account # 1633 343316

Please Fax Deposit Slip

Name of contributor	Employee number	Key	Cat	Union subs.	Salary	Agency fee	Levy	Pension Fund		Total
								Employer	Employee	
Subtotals										

**Summary of salon charges:**

Penalty levy..... R  
 Salon Charge..... R  
 EOHCB sundries..... R  
 Bargaining levy..... R  
 Employer's subscription..... R

This return should be paid  
before the 7th

Salon total..... R  
 Employee total..... R  
 Current total ..... R  
 Total amount this month.... R

**OUTSTANDING ACCOUNT DETAILS**

120 days	90 days	60 days	30 days	Current	Total due

\_\_\_\_\_  
 Last payment received:      Date      Method      Receipt number      Amount

\_\_\_\_\_

Notes to salon:.....

**ANNEXURE B**

**PAYSLIP**

Employer .....

Employee .....

Wages for month ending: .....

R C

Basic wage: .....

Commission: .....

Sales commission: .....

Sundry: .....

GROSS TOTAL: .....

Less pension: .....

TAXABLE TOTAL: .....

PAYE: .....

UIF: .....

Trade union fees: .....

Bargaining Council fees: .....

Absence: ..... days @ : .....

Sundry: .....

TOTAL DEDUCTIONS: .....

NET SALARY: .....

Received by: ..... (Signature)

Date: .....

**ANNEXURE C**  
**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE PRETORIA**  
**CERTIFICATE OF SERVICE**

No..... Name of salon .....

Address of salon .....

Name of employee (in full) .....

Sex .....Age .....

Employed as .....

Wages..... per week / month

Date started.....

Date left .....

Remarks.....

.....

.....

.....  
*Signature of employer*

.....  
*Signature of employee*

**NB: A copy of this certificate is to be forwarded to the secretary of the Council.**



ANNEXURE D

A. CONTRACT OF EMPLOYMENT

I, Miss/Mrs/Mr.....

owner of salon/ representative of salon.....

have agreed to the following conditions of employment with—

Surname.....

Full names.....

ID number:

Grid for ID number: 12 empty boxes

Residential address:.....

Tel. Home (.....)..... or (.....).....

Occupation..... Salary R.....

Commencement date of service: 20...../...../.....

Whereas the parties have agreed upon the following:

1. POSITION AND COMMENCEMENT

- 1.1 The employee shall be expected to perform all the services and/or duties associated with the said position. The employee undertakes to comply with all reasonable and lawful instructions of the salon that are consistent with the position.
1.2 The salon may include or exclude any task that may be necessary in the interests of the salon, at its discretion, in the spectrum of services and/or duties to be rendered by the employee on a temporary basis, subject to reasonable notice.
1.3 The employee warrants not only that he is capable and competent to perform the duties and/or service, but also that he has the necessary skills and knowledge.

2. PROBATION PERIOD

- 2.1 The employee's appointment shall be conditional for a period of four weeks from the date of appointment. Dismissal after the first two weeks would put the burden of proof on the salon. During the probation period the employee's health, conduct, skills, knowledge and performance shall be evaluated by the salon.
2.2 The employee agrees that failure to comply with any of the salon's standards during or at the conclusion of the probation period shall be sufficient reason for the salon to terminate the employee's employment.

3. SALARY

- 3.1 The employee's basic monthly salary shall be R....., payable not later than 12:00 on the last working day of each month in arrears.
3.2 The employee's basic conditions of employment shall be annually reviewable at the discretion of the salon and shall be made subject to reasonable and acceptable performance by the employee.
3.3 Payment of the employee's monthly salary shall be made as arranged and shall be in cash or per uncrossed cheque or electronic transfer.

**4. BENEFITS**

- 4.1 Any bonus payment declared by the salon from time to time shall be entirely at the discretion of the salon in accordance with the criteria and qualifications of such payment, which shall also be discretionary.
- 4.2 Eligible membership of any pension fund or provident fund provided by the Council/union shall be compulsory and subject to the rules of such funds.

**5. CONDITIONS OF EMPLOYMENT****HOURS OF WORK**

- 5.1 The employee's normal hours of work shall be as follows:

	COMMENCE	END	LUNCH BREAK
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			

- 5.2 On account of the nature of duties and/or seniority of the position, the employee accepts that hours of work must be flexible and additional hours must be worked when necessary.
- 5.3 The employee agrees to a minimum lunch break of one hour.

**6. HEALTH**

- 6.1 The employee's good health and fitness to perform service and/or duties shall be conditions of employment.
- 6.2 If necessary, the employee may be required to undergo a medical examination at the salon's expense if it seems likely that ill health is adversely affecting the employee's ability to properly execute his/her duties and the salon shall have the right to terminate the services of the employee for health reasons.

**7. SECURITY**

- 7.1 The employee accepts the salon's security rules and regulations.
- 7.2 The employee formally declares that he has no criminal record in terms of Schedule 1 of the Criminal Procedures Act, 1977 (Act No. 51 of 1977).

**8. CONFIDENTIALITY**

- 8.1 The employee undertakes to keep confidential and not disclose any of the salon's trade secrets, confidential documentation, technical expertise and data, trade agreements, systems, chemical formulæ, methods, software, processes, client lists, programmes, marketing, technological and/or financial information, and/or any other confidential information, other than to persons employed or authorised by the salon who are required to know such secrets or information for the purposes of their employment and/or association with the salon, both during the continuance of employment hereunder and thereafter.
- 8.2 The employee hereby undertakes that he will not during or after the termination of his employment or the termination of this Agreement, either in his personal or representative capacity solicit or in any way whatsoever entice any clients away from the salon.

**9. GENERAL CONDUCT**

- 9.1 The employee shall use his best endeavour to conduct, improve, extend, develop, promote, protect and preserve the business, interest, reputation and goodwill of the salon and shall carry out his services and/or duties in proper, loyal and efficient manner.
- 9.2 The employee undertakes to abide by bona fide work practices in relation to the salon and/or its clients and/or business associates within the Trade.
- 9.3 Both parties agree to use their best endeavours to enhance, promote and maintain industrial peace and harmony at the salon's workplace.

**10. RULES AND REGULATIONS**

- 10.1 The employee has the obligation to devote the whole of his time, attention and ability to the business of the salon and in all respects observe the lawful directions and requirements of the salon. The employee shall not be directly or indirectly employed by any other business concern in the Hairdressing and Cosmetology Trade without the knowledge and written permission of the salon.
- 10.2 The employee is required to disclose and declare all immediate, family, outside or other interest that is or may potentially be in conflict with the interest of the salon. The employee undertakes not to engage in activities that would detract from proper performance.
- 10.3 The employee undertakes to observe all the salon's procedures, rules and regulations. The salon may change any of its procedures, policies, rules and regulations at any time it may deem fit in the interest of the salon, subject to reasonable notice to the employee.

**11. STATUS CHANGE**

The employee shall notify the salon in writing within 14 days of any change of his status, inclusive of changes of his qualifications, marital status, number of dependants, address and/or telephone numbers.

**12. NOTICES**

- 12.1 Any notice in writing to be served on the other party hereunder may be hand delivered or sent by registered post to the following address:

*For the employee's attention:*

.....  
 .....  
 .....  
 .....

*For the salon's attention:*

.....  
 .....  
 .....  
 .....

- 12.2 The above-mentioned addresses are accepted by both parties as being their respective *domicilium citandi et executandi* for all legal intents and purposes with regard to this Agreement.

Both parties by signing hereby acknowledgement receipt of a copy of this Agreement and confirm that they have read it or have had the contents read to them. Both parties have understood the contents thereof. Both parties undertake to hold themselves legally bound by this Agreement and undertake to make use of their best endeavours to observe the provisions contained herein.

Thus done and signed at Pretoria, on behalf of the salon and by the employee, this ..... day of ..... 20....., in the presence of the undersigned witnesses.

.....  
On behalf of the salon

.....  
Witness

.....  
Employee's signature

.....  
Witness

## ANNEXURE E

## ABSCONDING PROCEDURES

- (1) On the employee's 3rd day of absence a telegram must be sent to the home address of the employee stating the following:

**You have been absent from work for the 3rd day without any notice. Please notify Salon ..... of your reasons for staying away or return to work within 24 hours.**

**NAME OF EMPLOYER** \_\_\_\_\_

**SALON NAME** \_\_\_\_\_

- (2) On the 4th day of absence a 2nd telegram to be sent stating:  
**No reply to our previous telegram dated ..... has been received. Please note that should you not return to work or notify us of your reason for absence within 12 hours, your employment with Salon ..... will be deemed to have been terminated.**

**NAME OF EMPLOYER** \_\_\_\_\_

**SALON NAME** \_\_\_\_\_

- (3) On the 5th day of absence a final telegram is to be sent stating:

**As no reply to telegrams dated ..... and ..... have been received by Salon ..... your employment with this Salon has been terminated, owing to your absconding. Your last day worked being ..... /...../.....**

**NAME OF EMPLOYER** \_\_\_\_\_

**SALON NAME** \_\_\_\_\_

Telegrams must be in duplicate and a Post Office stamped copy must be kept on file. Should the full procedure not be followed, the worker can come back to work at any time. The only recourse you as employer will have is a disciplinary warning to the employee for not notifying the Salon of the reasons for being absent.

## ANNEXURE F

## BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)

P.O. BOX 26319

2ND FLOOR, 424 PRETORIUS STR

ARCADIA

PRETORIA

0007

0002

TEL: (012) 322-1692/3 EMAIL: [mbathaj@absamail.co.za](mailto:mbathaj@absamail.co.za)

FAX: (012) 320-7824

REGISTRATION FORM

## 1) (i) EMPLOYER'S FULL NAME/S:

TITLE: \_\_\_\_\_ SURNAME: \_\_\_\_\_

FIRST NAMES: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

QUALIFIED HAIRDRESSER, BEAUTICIAN, NAIL TECH: YES (\_\_\_\_\_) NO (\_\_\_\_\_)

TEL NO.: HOME (\_\_\_\_\_) \_\_\_\_\_ CELL: \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

## (ii) EMPLOYER'S FULL NAME/S:

TITLE: \_\_\_\_\_ SURNAME: \_\_\_\_\_

FIRST NAMES: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

QUALIFIED HAIRDRESSER, BEAUTICIAN, NAIL TECH: YES (\_\_\_\_\_) NO (\_\_\_\_\_)

TEL NO.: HOME (\_\_\_\_\_) \_\_\_\_\_ CELL: \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

2) (i) SALON'S DETAILS:

NAME OF SALON: \_\_\_\_\_

TYPE OF SALON : CAUCASIAN  AFRO  NAIL  BEAUTY 

PHYSICAL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

PERSON IN CONTROL OF SALON / BUSINESS: \_\_\_\_\_

SALON TEL. NO.: \_\_\_\_\_ FAX: \_\_\_\_\_

(i) IS THE BUSINESS A:  CC  Partnership  Sole Proprietor  Company

(ii) IF THE BUSINESS IS A LIMITED COMPANY OR CLOSE CORPORATION OR PARTNERSHIP, PLEASE COMPLETE THE UNDER-MENTIONED AND INDICATE WHETHER A PERSON IS QUALIFIED OR NOT

(a) CC/ Company Registration Number:

(b) attach copy of CK 1 or CM 29

(b) Full names of directors / members / partners:

1. Title: \_\_\_\_\_ Surname: \_\_\_\_\_

First names: \_\_\_\_\_

ID number: \_\_\_\_\_

Qualified: Yes (\_\_\_\_\_) No (\_\_\_\_\_)

Tel No.: Home (\_\_\_\_\_) \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
 \_\_\_\_\_

2. Title: \_\_\_\_\_ Surname: \_\_\_\_\_

First names: \_\_\_\_\_

ID number: \_\_\_\_\_

Qualified: Yes (\_\_\_\_\_) No (\_\_\_\_\_)

Tel No.: Home (\_\_\_\_\_) \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
 \_\_\_\_\_

3. Title: \_\_\_\_\_ Surname: \_\_\_\_\_

First names: \_\_\_\_\_

ID number: \_\_\_\_\_

Qualified: Yes (\_\_\_\_\_) No (\_\_\_\_\_)

Tel No.: Home (\_\_\_\_\_) \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Residential address: \_\_\_\_\_  
 \_\_\_\_\_

(c) Address of the registered office of the Company / Close Corporation:  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) Full name of the Secretary of the Close Corporation / Company:  
 Title: \_\_\_\_\_ Surname: \_\_\_\_\_  
 First names: \_\_\_\_\_

Physical address of the Secretary of the Close Corporation / Company:  
 \_\_\_\_\_  
 \_\_\_\_\_

**(PLEASE ATTACH FOUNDING STATEMENT IF IT IS A CC)**

(e) Number of employees at the registration date: \_\_\_\_\_

<b>QUALIFIEDS</b>	
<b>OPERATORS</b>	
<b>BEAUTICIANS</b>	
<b>NAIL TECH</b>	
<b>GEN ASSIST</b>	
<b>LEARNERS</b>	

(f) SDL registration number: \_\_\_\_\_

(g) Commencement date of business: \_\_\_\_\_

(h) Were you informed about the EOHCB: Yes \_\_\_\_\_ No: \_\_\_\_\_

(i) Are you interested in joining EOHCB: Yes \_\_\_\_\_ No: \_\_\_\_\_

(j) Are you registered for VAT: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Employer's signature: \_\_\_\_\_ Registrar: \_\_\_\_\_

Registration date: 20\_\_\_\_/\_\_\_\_/\_\_\_\_

**For Office Use Only**

Salon Registration Number: .....

Allocation Date: .....

Signature: .....

**THE SECRETARY**

**BARGAINING COUNCIL FOR THE HAIRDRESSING AND COSMETOLOGY TRADE (PRETORIA)**

**P.O. BOX 26319**

**ARCADIA**

**0007**

**TEL: (012) 322-1692/3**

**DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_**

**FAX: (012) 320-7824**

1. RE.: EMPLOYEE: \_\_\_\_\_  
(Name & surname)

PREVIOUS SURNAME: \_\_\_\_\_  
(If married/divorced)

WORK DESCRIPTION - IF LEARNER PLEASE STATE MODULE COMPLETED:

\_\_\_\_\_

GENDER: FEMALE: \_\_\_\_\_ MALE: \_\_\_\_\_

MARITAL STATUS: SINGLE: \_\_\_\_\_ MARRIED: \_\_\_\_\_

ID NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--

(PLEASE ATTACH COPY OF ID DOCUMENTS / PASSPORT)

POSTAL / HOME ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

HOME TEL. NO: \_\_\_\_\_ CELL NO. \_\_\_\_\_

◆ Please be informed that the abovementioned employee assumed duty on \_\_\_\_\_  
and is in receipt of a salary of R \_\_\_\_\_ per month.

◆ First deductions were made at the end of \_\_\_\_\_

◆ He/She was previously employed by Salon \_\_\_\_\_ and left there  
on \_\_\_\_\_

◆ He/She is interested in joining Union: Yes: \_\_\_\_\_ No: \_\_\_\_\_

SALON NAME \_\_\_\_\_ SALON TEL: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

EMPLOYER'S SIGNATURE: \_\_\_\_\_

**FOR OFFICE USE ONLY: EMPLOYEE NO: \_\_\_\_\_ DATE: \_\_\_\_\_**



**FOR PENSION FUND PURPOSES PLEASE COMPLETE**

**BENEFICIARY NOMINATION FORM**

FUND NAME : U.A.S.A PERSONAL CARE SECTOR  
 REGISTRATION NO. : PF 23632  
 MEMBER NAME : \_\_\_\_\_  
 MEMBER NO. : \_\_\_\_\_  
 TEL (HOME) : \_\_\_\_\_  
 TEL(WORK) : \_\_\_\_\_  
 FAX NO. : \_\_\_\_\_  
 EMAIL : \_\_\_\_\_

I, (full names) \_\_\_\_\_ hereby wish to nominate the undermentioned person(s) to receive the benefit payable by the Fund on my death in the proportion indicated.

THIS FORM SUPERCEDES ANY PREVIOUS NOMINATION MADE BY ME.

MEMBER'S SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

FULL NAME OF DEPENDANT/NOMINEE	DATE OF BIRTH	RELATIONSHIP	BENEFIT(CURRENT)	BENEFIT(UPDATED)
TOTAL PERCENTAGE MUST EQUAL				100%

**NOTE : WE URGE YOU TO UPDATE YOUR BENEFICIARY FORM ON A REGULAR BASIS, PARTICULARLY AS AND WHEN CIRCUMSTANCES CHANGE**

**ANNEXURE G**

**APPLICATION FOR EXEMPTION**

REF. NO: EXE \_\_\_\_\_

**1. DETAILS OF APPLICANT:**  
(Please tick the box with an X where applicable)

1.1 As the applicant are you—

- |   |   |
|---|---|
| <input type="checkbox"/> the employee     | <input type="checkbox"/> the employer     |
| <input type="checkbox"/> Union Member     | <input type="checkbox"/> EOHCB Member     |
| <input type="checkbox"/> Non-Union Member | <input type="checkbox"/> Non-EOHCB Member |

Name and surname of Applicant: \_\_\_\_\_

Designation: \_\_\_\_\_

Salon name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. work: \_\_\_\_\_ Cell. \_\_\_\_\_

Salon owner (if applicant is an employee): \_\_\_\_\_

**2. NATURE OF EXEMPTION:**

- To pay lesser salary: Clause 5 – Recommended salary R \_\_\_\_\_
- Pension Fund Membership: Clause 44 (Include copy of existing policy)
- Union Membership: Clause 36
- Hours of work: Clause 8: Recommended hours \_\_\_\_\_
- Other: Describe \_\_\_\_\_

Period of exemption being applied for \_\_\_\_\_

**3. DID CONSULTATION TAKE PLACE BETWEEN EMPLOYER AND EMPLOYEE/S:**

YES	
NO	

Briefly state the outcome of that consultation: \_\_\_\_\_

Signatures: Employer: \_\_\_\_\_ Employee: \_\_\_\_\_

Date of Consultation: 20 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

4. WERE EOHCB & UASA INVOLVED IN CONSULTATIONS (if party members):

YES	
NO	

Briefly state the outcome of that consultation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signatures: UASA Official: \_\_\_\_\_ EOHCB Official: \_\_\_\_\_

Date of Consultation: 20 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

5. MOTIVATION FOR EXEMPTION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. I have herewith attached the required documents together with my application:  
 (Please tick where appropriate)

- Copy of the alternative Pension Fund Policy provided by the employer
- Copy of the business Financial Statement for the past three months, if application is for salary
- I have indicated in my application the period of and the which exemption is applied for.

7. I agree to abide by the requirements set down when applying for the exemption and agree that if all requirements are not met, my application will not be considered.

Signature: \_\_\_\_\_  
 (APPLICANT)

Date: \_\_\_\_\_

**N.B: NOTE THAT IN THE EVENT THAT THE APPLICANT IS NOT SATISFIED WITH THE DECISION OF THE EXEMPTION COMMITTEE THE APPLICANT IS ENTITLED TO APPEAL AGAINST THE OUTCOME WITHIN 30 DAYS AFTER IT BECAME KNOWN.**

**For Office Use Only**

Ref. No.: EXE .....

Application put before the Council 20...../...../.....

Application granted ..... / Not granted .....

Motivation for decision:

.....  
.....  
.....  
.....

.....  
Chairperson

.....  
Vice-Chairperson

.....  
Secretary

**Council's Stamp:**

## **IMPORTANT NOTICE**

**GPW** wishes to apologise for any confusion created by our previous notice concerning the method of payment (*herewith the corrected version of the notice*):

### **ACCEPTABLE PAYMENT FOR SERVICES AND GOODS IN GOVERNMENT PRINTING WORKS**

**WITH IMMEDIATE EFFECT ALL  
PAYMENTS FOR SERVICES RENDERED AND GOODS DIS-  
PATCHED SHOULD BE BY MEANS OF CASH, ELECTRONIC  
TRANSFER OR BANK GUARANTEED CHEQUES**

**IMPLEMENTATION OF THIS  
CIRCULAR IS WITHOUT EXCEPTION**

**S. MBHELE  
EXECUTIVE DIRECTOR: MARKETING**

**Tel.: (012) 334-4764**

**Cell: 082 889 5059**

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