

DEPARTMENT OF EMPLOYMENT AND LABOUR

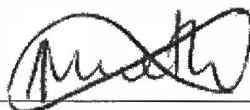
NO. R. 7323

30 March 2026

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY: EXTENSION TO
NON-PARTIES OF THE AMENDING AGENCY SHOP COLLECTIVE
AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and 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 **National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 28 February 2029.



MS N METH, MP

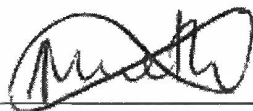
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 27 March 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YOKULUNGISWA KWEZINWELE, UBUHLE KANYE
NOKUNAKEKELWA KWESIKHUMBA: UKWELULWA KWESIVUMELWANO
ESICHIBIYELAYO SENTELA PHAKATHI KWABAQASHI NABASEBENZI
SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana Kwabaqashi Nabasebenzi Embonini Yokulungiswa Kwezinwele, Ubhle kanye Nokunakekelwa Kwesikhumba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2029.



NKOSAZANA N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 27 March 2026

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING, COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY

AMENDMENT TO AGENCY SHOP COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, (as amended) made and entered into by and between the

Employers' Organisation for Hairdressing, Cosmetology and Beauty

(hereinafter referred to as the "*Employers' Organisation*" on the one part)

and

UASA – The Union

(hereinafter referred to as the "*Trade Union*" on the other part)

being the Parties to the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry.

1 SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the Hairdressing, Cosmetology, Beauty and Skincare Industry ("*the Industry*"), in the Republic of South Africa.

For the purpose hereof:

"Hairdressing, Cosmetology, Beauty and Skincare Industry" means the trade in which employers and their employees are associated for the

purpose of rendering hairdressing and cosmetology services in any establishment;

"Barber or Barbering Services" means an employee that renders one or more or all of the following services in an establishment being: Clipper cuts, dry and wet razor shaving, treatment of facial and neck hair including beards and moustaches, hot towel treatments, facial massages, wet and dry cutting of hair, singeing and dry or wet blow drying of hair but specifically excludes any chemical services. The barbering services shall:

- (i) be performed predominantly on male clients;
- (ii) constitute at least 95% of all services rendered by an employee to clients;
- (iii) can only be rendered when the salon provides barbering services to its clients.

"Beauty and Skincare Industry" means the industry in which employers and employees render "cosmetology services: which include but are not limited to cosmetic camouflage, spa treatments, tattooing and/or painting of the face or any part of the body features; whether by permanent, semi-permanent or temporary means in any establishments where such services are rendered to members of the public;

"Cosmetology services" means any one or more or a combination of the operations generally and usually performed by nail technicians or beauty culturists or cosmetologists or skincare therapists or somatologists or aesthetician or hairdresser.

"Establishment" means any place or premises from which hairdressing, cosmetology, beauty and/or skincare services are rendered but excluding canvas or sail gazebos or if such services are rendered in open

space, unless chemicals are used in the execution of the hairdressing, cosmetology, beauty and/or skincare services rendered, in which event all such places or premises shall be considered to be an establishment.

"Hairdressing" means any one or more of the following services usually performed by a person in an establishment, and includes, but is not limited to-

- (a) any service to the scalp or the hair of the head or face, including the following:
 - (i) shampooing, cleansing, conditioning and treating;
 - (ii) chemical reformation of the hair including permanent waving, relaxing and straightening of the hair;
 - (iii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary processes, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high lifting tints or toners;
 - (iv) hair cutting and shaping;
 - (v) hair styling, designing, shaping, curling, waving, including blow drying, styling, tonging, crimping, straightening and silking;

Whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

- (a) massage or stimulative treatment of the face, scalp or neck;

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- (b) adding hair, either natural or artificial, including hair extensions, board work, pastiche, wig making, or performing any of the above operations on any wig or hairpiece to be worn by any person; and
- (c) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair and scalp.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall:-

- 1.2.1 apply only to Employees for whom a Basic Salary or Wage or Commission are specified in the Main Collective Agreement and to the Employers of such Employees;
- 1.2.2 apply to Learners/Students only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under.

2. PERIOD OF OPERATION

2.1 The parties agree to extend the period of operation of the Agreement as follows:

- 2.1.1 the Agreement will be binding on the parties as at the date of signature by both parties; and
- 2.1.2 the Agreement shall be binding on non-parties on such date as may be determined by the Minister of Employment and Labour in terms of Section 32 of the Labour Relations Act, 1995 (as amended) and shall remain in force until the 28th of February 2029.



3. REMAINING TERMS OF AGREEMENT

3.1 All of the remaining terms and conditions of the Agency Shop Agreement, to which this Schedule is attached, shall continue in full force and effect

SIGNED AT Krugersdorp ON THIS THE 23rd DAY OF SEPTEMBER 2025

Maartens

AS WITNESSES:

Who warrants that he/she

is duly authorised to

1. _____

represent the EOHCB

2. _____

SIGNED AT Confortia ON THIS THE 23rd DAY OF SEPTEMBER 2025

Ripon Datta
17/10/2023

Who warrants that he/she

is duly authorised to

1. _____

represent UASA The Union

2. _____