
GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1

8 January 2010

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR HAIRDRESSING AND COSMETOLOGY TRADE: 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 Hairdressing and Cosmetology Trade, KwaZulu-Natal**, 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 18 January 2010 and for the period ending 31 December 2015.

**MMS MDLADLANA
MINISTER OF LABOUR**

HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

COLLECTIVE AGREEMENT

1 JANUARY 2010 - 31 DECEMBER 2015

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the Employers' Organisation for Hairdressing, Cosmetology and Beauty (EOHCB)(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and UASA – THE UNION (referred to as the "employees" or the "trade union"), of the other part, being the parties to the HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

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1. SCOPE OF APPLICATION

- 1.1 The terms of this agreement shall be observed in the Hairdressing Trade –
 (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
 (b) in the magisterial districts of Durban and Inanda.
- 1.2 Notwithstanding the provisions of sub clause 1.1, the terms of this agreement shall –
 (a) apply only to employees for whom wages are specified in this agreement and to the employers of such employees;
 (b) apply to learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under.

2. PERIOD OF OPERATION

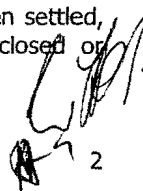
- 2.1 This agreement shall come into operation –
 (a) in respect of the parties on 1 January 2010;
 (b) in respect of non-parties, on such date as determined by the Minister.
- 2.2 This Collective Agreement shall remain in force until 31 December 2015, unless amended.

3. EXCEPTIONS

The provisions of this agreement do not apply to non- parties in respect of sub clause 1.1(a); clause 2.1 (a); Clauses 26.1; 26.2; 26.3; and 36.

4. REGISTRATION OF EMPLOYER AND EMPLOYEES

- 4.1 Every establishment engaged in the Hairdressing Trade shall within one month from the start of business register with the Hairdressing & Cosmetology Bargaining Council (KZN) by submitting at least the following particulars to the Secretary of the Council on the form prescribed:
- (a) the name/s and residential address/es of all owners / directors of the business;
 - (b) the trading name and address of the business;
 - (c) the date of the start of business;
 - (d) banking details of the business / owners;
 - (e) the names, identity numbers and job categories of all employees, including funded and unfunded learners;
 - (f) proof of registration with other statutory institutions such as Workmen's Compensation, Unemployment Insurance Fund, South African Revenue Services and local municipal authority.
- 4.2 Every employer / establishment in the Hairdressing Trade shall within one month from the start of business make a refundable registration deposit to council in terms of one of the following categories:
- | | |
|---|---------|
| (a) GENERAL - to include all categories | R500.00 |
| (b) 'Caucasian Hairdressing Salon' | R500.00 |
| (c) 'Barber' | R500.00 |
| (d) 'Beauty Parlour' | R500.00 |
| (e) 'Afro Salon' | R500.00 |
| (f) Sub-lessee (rent-a-chair) | R300.00 |
| (g) Self employed – no employees | R300.00 |
- 4.3.1 In the case of insolvency or of the council contributions of an employer being in arrears, the registration deposit shall be forfeited to offset such arrears.
- 4.3.2 Upon closure or the sale of the business, and provided any outstanding monies have been settled, the registration deposit paid to the council, after the business has been closed or effectively transferred shall on application be refunded.

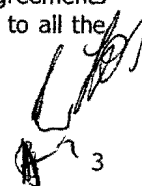


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- 4.4 Every employer who has not already done so, must within one month from the date on which this agreement comes into operation submit the particulars specified above to the secretary of council.
- 4.5 In the interests of job creation and maintenance, any owner or operator of a salon (Lessor) who has appropriate permission may lease or sub-let any part of the premises in which the business of the salon is carried out. Provided that before any such contract or arrangement is entered into, the sub-lessee shall prove to the lessor that all provisions of this agreement and of any other statute, municipal or provincial ordinance or bye-law has been complied with in accordance with the above, and such sub-lessee shall pay a refundable registration deposit of R300.00 (three hundred) to the council, as specified in 4.2(f), above.
- 4.6 Every non-hairstylist salon owner (lessor) who sub-lets his premises to hairdressers (sub-lessee) shall, in addition to the refundable deposit specified in 4.2, above, pay an annual registration fee of R1 000.00 (one thousand) to Council. The lessor shall be responsible to ensure full compliance with all relevant legislation by any sub-lessee (rent-a-chair) in the salon, failing which the lessor shall be deemed to be the employer of the hairstylists in the salon.
- 4.7 No employer may conduct the business of a training institution, whether or not it is accredited, from a salon, during the hours when the salon is open to the public.
- 4.8 Every owner of a salon, and every person apparently in charge of a salon, shall be obliged to disclose to a designated agent of the Council, on demand, the name and the address of the landlord of the premises in which the business of the salon is carried on.
- 4.9 The Secretary of the Council will issue a Certificate of Registration and maintain a register in respect of all registered establishments / employers in the industry.

5. CONTROL OF PREMISES

- 5.1 No employer may carry on the Hairdressing Trade in premises-
- (a) which are not adequately lighted, ventilated and provided with an adequate supply of cold and hot running water;
 - (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of wastewater;
 - (c) the walls and floors of which are not constructed of material which will permit it being kept clean;
 - (d) any part of which is used as a sleeping apartment or a place for storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication.
- 5.2 No hairdresser may work as, nor employ any employee as a hairdresser or cosmetologist other than as permitted by this Agreement.
- 5.3 The only services rendered by-
- (a) a cosmetologist shall be those contemplated by the definition of cosmetology;
 - (b) a general assistant shall be those contemplated by the definition of the industry;
 - (c) a receptionist and/or telephonist shall be those contemplated by the definition of the industry;
 - (d) a hairstylist shall be those contemplated by the definition of a hairstylist in the industry.
- 5.4 An employer may not employ any person under the age of 15 years. A person over the age of 15 and under the age of 18 years may be employed in a salon only during a probationary period allowed by the Skills Development Act, 1998 (Act No. 97 of 1998) as amended.
- 5.5 Casual employees may be employed only to replace employees or working employers who are temporarily absent on sick or on occasional leave. An employer who employs a casual employee shall notify the Council of that fact in writing within three days of employing such a person, and shall notify the Council in writing within three days of the termination of the services of the casual employee. Until such time as an employer has notified the Council of the engagement of a casual employee that employee shall irrefutably, for the purpose of all of the collective agreements operated by the Council be treated as being in full-time employment and shall be subject to all the rights and the liabilities of a full-time employee.
- 5.6 An employer may employ a person as a part-time employee provided that-


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- (a) A part-time employee may not be employed as a casual employee;
- (b) a part-time employee shall be employed for the same hours on the same day(s) of each cycle, where "cycle" means a week, a fortnight or a month;
- (c) there shall be an employment contract which employment contract shall be in writing and shall specify the benefits to which the part-time employee is entitled in terms of the collective agreement operated by the Council;
- (d) a part-time employee may not be employed for more than 3 (three) days or 27 (twenty seven) hours per week;
- (e) a part-time hairdresser shall be in possession of a certificate to practise hairdressing;
- (f) an employer who employs a part-time employee shall notify the Council of that fact in writing within 3 (three) days of employing such a person; and
- (g) an employer who employs a part-time employee shall notify the Council in writing within 3 (three) days of the termination of the services of the part-time employee.

6. PROVISION OF EQUIPMENT

- 6.1 The employer / owner of a salon must provide all the fixtures necessary for the effective operation of a Hairdressing enterprise.
- 6.2 The employee must provide his own equipment such as but neither specifically, nor limited to, curling tongs, ceramic irons, scissors, combs, hand dryers, clippers, blow dryers, rollers, pins, hairclips, razors, blades, neck-brushes, protective garments, highlight caps and strop.
- 6.3 In the situation of a Barber Shop;
- 6.3.1 an employer / owner must provide each barber with at least
- (a) one sterilizing unit containing a solution of at least 40 per cent formalin for the necessary purpose of sterilizing barbering tools, other than shaving brushes; or
 - (b) a sterilizing cabinet operation with ultraviolet rays for the same purposes; and
 - (c) an antiseptic bath containing a solution equivalent to that of formalin in the ratio of 56ml to 2,25 litres of water for the purpose of sterilizing shaving brushes; and
 - (d) a freshly laundered towel for the use of the employee with each customer; and
 - (e) a liquid, powdered or tube soap or shaving cream; and
 - (f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation; and
 - (g) a styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool; and
 - (h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.
- 6.3.2 an employee / barber must provide at least
- (a) two shaving brushes so as to allow for one brush, not in use, to be kept in the antiseptic bath; and
 - (b) razors, and / or
 - (c) blades, and
 - (d) neck brushes, and
 - (e) scissors, and
 - (f) combs, and
 - (g) clippers, and
 - (h) protective garment, and
 - (i) strop.
- 6.4 In cases where the employer has instituted a colour scheme / theme in the salon, the employer shall supply two or more of any prescribed protective garments in a twelve month period.

7. WRITTEN PARTICULARS OF EMPLOYMENT

- 7.1 Upon employment, an employer must provide each employee with a written contract of employment detailing at least the following particulars in terms of this agreement:-
- i. full name and address of the employer

