
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)

INDEX

	<i>Page</i>
APPLICATION	
1 SCOPE OF APPLICATION	2
2 PERIOD OF OPERATION	2
3 EXCEPTIONS	2
REGISTRATION OF EMPLOYERS AND EMPLOYEES	
4 REGISTRATION OF EMPLOYERS AND EMPLOYEES	2
5 CONTROL OF PREMISES	3
6 PROVISION OF EQUIPMENT	4
7 WRITTEN PARTICULARS OF EMPLOYMENT	4
8 LEARNERSHIP	5
REMUNERATION	
9 SALARY	5
10 COMMISSION	5
11 PAYMENT OF SALARY AND AUTHORISED DEDUCTIONS	6
HOURS OF WORK	
12 HOURS OF WORK	7
13 OVERTIME	7
14 MEAL INTERVAL	7
15 SHORT TIME	7
16 PUBLIC HOLIDAYS	8
17 SUNDAYS	8
LEAVE	
18 ANNUAL LEAVE	8
19 SICK LEAVE	9
20 MATERNITY LEAVE	10
21 FAMILY RESPONSIBILITY LEAVE	10
TERMINATION OF CONTRACT OF EMPLOYMENT	
22 TERMINATION OF SERVICE	11
23 RETRENCHMENT	11
24 TRANSFER OF CONTRACT OF SERVICE	12
25 CERTIFICATE OF SERVICE	12
ADMINISTRATION	
26 ADMINISTRATION	12
27 OUTWORK	12
28 DESIGNATED AGENTS AND ENFORCEMENT OF COLLECTIVE AGREEMENT	12
29 COUNCIL LEVIES	13
30 FAILURE TO MAKE PAYMENTS TO THE COUNCIL	13
31 EXEMPTION AND APPEAL CRITERIA	14
ORGANISATIONAL RIGHTS	
32 TRADE UNION REPRESENTATIVES ON THE COUNCIL	15
33 AGENCY SHOP	14
BENEFITS and GENERAL	
34 SICK BENEFIT FUND	16
35 PENSION FUND	17
36 RETIREMENT ANNUITY FUND	18
37 RESOLUTION OF DISPUTES	20
38 DEFINITIONS	23
39 ATTESTATION	25
ANNEXURE "A" - SALARY SCHEDULE	26
ANNEXURE "B" - COUNCIL LEVY	27
ANNEXURE "C" - SICK BENEFIT FUND CONTRIBUTION SCHEDULE	28
ANNEXURE "D" - RETIREMENT FUNDS CONTRIBUTIONS	29
ANNEXURE "E" - PERSONAL SERVICES COMMISSION	30

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

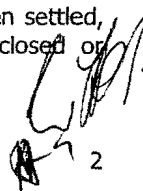
- 2.1 This agreement shall come into operation –
 (a) in respect of the parties on 1 January 2010;
 (b) in respect of non-parties, on such date as determined by the Minister.
- 2.2 This Collective Agreement shall remain in force until 31 December 2015, unless amended.

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.

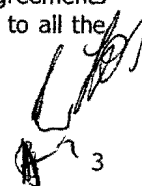


3

- 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-


3

- (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



5

- ii. full names, ID number and occupation of the employee
- iii. the place of work, and an indication of whether the employee might work at other branches of the same employer - if applicable
- iv. the starting date of employment
- v. the normal days and hours of work
- vi. the salary rate and method of calculation as well as frequency of payment
- vii. the rate of pay for overtime work
- viii. details of deductions to be made from the employee's salary
- ix. all leave entitlements
- x. the period of notice required; and
- xi. where not otherwise specified, a list of any other documents which might form part of the employment contract, such as this collective agreement.

- 7.2 A copy of the signed Contract of Employment must be handed to the employee.
- 7.3 A copy of the signed Contract of Employment must be lodged in the salon at all times and must be made available to an inspector / agent on demand.

8. LEARNERSHIP / APPRENTICESHIP

- 8.1 No employer may employ any person as a 'learner' or 'learner hairdresser' (apprentice) except under and in terms of the Learnership / Apprenticeship contract registered by the Services Sector Education and Training Authority (SSETA).
- 8.2 A learnership contract shall be signed personally by the learner, and the legal guardian where applicable, the employer and the training provider, and shall be submitted to the SSETA within three months of the commencement of employment of the learner.
- 8.3 An employer shall not accept reward for the training of any person except as provided for in law.
- 8.4 The employer shall ensure that the learner receives the training as required and set out in terms of the learnership training programme.
- 8.5 The employer is obliged to give working time off to the learner to attend relevant college training or appropriate training courses related to the learnership.

9. SALARY

- 9.1 Every employer must pay each employee a monthly salary that is not less than the basic salary specified in Annexure "A", for that employee's relevant job category and/or experience.
- 9.2 Unless otherwise specified, any calculation of salary or deductions from salary is based on the monthly salary or monthly deduction.
- 9.3 For the purposes of achieving uniformity in application, the calculation of a daily rate for leave, sick leave, part-time etc., is achieved by taking the monthly rate, multiplied by twelve, divided by fifty-two, and divided by six.

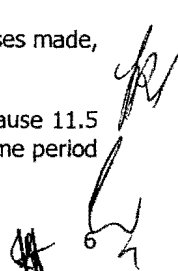
10. COMMISSION

- 10.1 An employer and an employee may conclude an agreement that notwithstanding the basic salary, the employee may be paid commission on sales and / or personal services carried out by the employee.
- 10.2 The commission agreement must be in writing and state-
- (a) The name of the employer and of the employee;
 - (b) The 'basic salary' of the employee - which salary may not be less than the prescribed minimum basic salary - for the purpose of calculating benefits;
 - (c) the rate/s of the commission and the conditions of entitlement;
 - (d) the rate/s of stock deductions and service fees;



- (e) the day of the week or month when commission earned is payable;
 - (f) the period of notice the employer must give the employee to cancel or negotiate any alteration to the agreement – which notice must not be less than two weeks.
- 10.3. Since Commission payments are deemed to form part of remuneration, any such payments must be recorded as part of the overall salary package, but they do not affect statutory council deductions.
- 10.4. Where, by written agreement, an employee works on a commission only basis, the employer must grant the employee all other council benefits contained in this agreement where all such benefits such as pension contributions, leave pay and notice pay may be calculated according to the 'basic salary' specified for the employee's job category.
- 10.5. Where the employee is party to such a commission agreement, the employer will pay to the employee, in addition to any basic salary, a percentage of the personal services commission in respect of any annual leave, notice pay or severance pay as specified in accordance with ANNEXURE "E".

11. PAYMENT OF SALARY AND AUTHORISED DEDUCTIONS

- 11.1 Unless otherwise specified by written agreement, salaries must be paid at least monthly and, as the case may be, not later than the close of business on the last working day of the pay interval. The pay interval shall be-
- (a) in respect of monthly paid employees, by close of business on the last day of the month;
 - (b) in respect of weekly paid employees, before 16h00 on Saturday of every week;
 - (c) in respect of casual employees, at the end of each working day.
- 11.2 Where the contract of employment is terminated before the usual payday, any outstanding salary and benefits must be paid within seven days of the date of termination of service.
- 11.3 Payment of salary / remuneration must be accompanied by a pay-slip stating the employer's full name, the name and occupation of the employee, the period for which the payment is made, the days /hours worked, any deductions made, and the total amount payable notwithstanding that payment is preferably made by direct transfer of funds into a bank account in the name of that employee and not that of any third party.
- 11.4 An employer may not deduct any amount from an employee's wage except an amount-
- (a) required by law; or
 - (b) required or permitted by this agreement; or
 - (c) agreed to in writing – subject to legal requirements.
- 11.5 An employee may authorise the employer to deduct an amount from the employee's wage for a registered medical aid, registered medical insurance plan, pension or provident fund.
- 11.6 The authorisation referred to in sub clause 11.5 does not apply to any fund or scheme established by the Council and which is in accordance with this agreement.
- 11.7 An employee may enter into an agreement to reimburse an employer for loss or damage only if —
- (a) the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - (b) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deduction should not be made;
 - (c) the total amount of the debt does not exceed the actual amount of the loss or damage; and
 - (d) the total deductions from the employee's remuneration in terms of this subclause do not exceed one quarter of the employee's remuneration in money.
- 11.8 An employee may enter into an agreement to re-imburse an employer in respect of purchases made, where any such agreement must specify the nature and quantity of the goods.
- 11.9 An employer who deducts an amount from an employee's remuneration in terms of sub clause 11.5 for payment to another party must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.
- 

7

- 11.10 An employer may not require or permit an employee to —
- (a) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
 - (b) acknowledge receipt of an amount greater than the remuneration actually received.

12. HOURS OF WORK

- 12.1 The maximum ordinary hours of work that an employer may require or permit an employee to work are 45 hours per week.
- 12.2 The maximum ordinary hours of work in any day are nine (9) hours, provided that the employee works for five days or fewer in a week.
- 12.3 The maximum ordinary hours of work in any day are eight (8) hours, provided that the employee works for six days a week.
- 12.4 Ordinary hours of work are consecutive.
- 12.5 Ordinary hours of work are exclusive of meal intervals unless specified to the contrary.
- 12.6 The maximum ordinary hours for a part time worker are 27 hours per week.

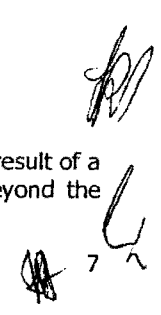
13. OVERTIME

- 13.1 An employer may not require an employee to work more than 3 hours a day or 10 hours per week in overtime.
- 13.2 An employer must pay an employee at least time and a half for daily overtime.
- 13.3 Where the parties agree, the employer may grant the employee one and a half hours (90 minutes) paid time off for each hour of unpaid overtime worked. Such time off must be granted during the week following the week in which the overtime was worked.
- 13.4 An employer must give adequate notice to an employee in respect of overtime to be worked.
- 13.5 An employer must ensure that any employee who is going to work overtime has had adequate time to partake in a meal preceding the overtime.
- 13.6 Overtime may not be off-set against 'short-time'.

14. MEAL INTERVAL

- 14.1 An employer must grant an employee who works continuously for more than five hours-
- (a) a meal interval of at least one continuous hour; or
 - (b) by written agreement, a meal interval of at least 30 minutes.
- 14.2 No work may be performed during a meal interval.
- 14.3 The meal interval is not part of the ordinary or overtime hours.
- 14.4 Where the meal interval is not specifically given, this time shall be carried over as paid time off and shall be given and taken in the week following that in which the work was performed.

15. SHORT TIME

- 15.1 "Short Time" is a condition in which the employment contract is temporarily suspended as a result of a shortage of work in the establishment of the employer, due to circumstances entirely beyond the control of the employer, and is a preferred step to that of retrenchment.
- 

- 15.2 An employer who contemplates short time must notify all employees concerned, the bargaining council and the trade union, in writing, giving at least one week's notice;
- 15.3 The trade union may make representation to the employer to determine the period of short-time.
- 15.4 An employee who is not given the specified notice is entitled to full payment of wages in lieu of the notice.
- 15.5 Annual leave accrues at the full rate of entitlement during periods an employee is required to work short time.
- 15.6 Short time may not be imposed for more than three months continuously. Thereafter, alternative procedures must be invoked.

16. PUBLIC HOLIDAYS

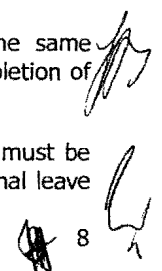
- 16.1 An employer may not require an employee to work on a public holiday, except in accordance with an agreement.
- 16.2 Where the employee is not required to work on a public holiday, the employer shall pay to the employee his ordinary rate of remuneration and allowances for the number of ordinary hours as if he had worked.
- 16.3 Where the employee is required to work on a public holiday, then the employee is paid his / her normal rate for the day in accordance with 16.2, plus time and a half for hours worked.
- 16.4 In the event of a public holiday or Easter Saturday falling on an employee's day off, the employee forfeits the right to the day off, but does not get another day for it.
- 16.5 A Public Holiday may be exchanged for any other day by written agreement.
- 16.6 An employer must pay an employee and not grant time off in lieu of hours worked on a public holiday or Easter Saturday.

17. SUNDAYS

- 17.1 An employer may not require an employee who ordinarily does not work on a Sunday to work on a Sunday except in accordance with an agreement.
- 17.2 If a salon is usually open on Sundays and an employee is required to work on a Sunday in addition to their normal weekly hours of 45 hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of one and a half times their normal hourly rate of pay.
- 17.3 If a salon is not usually open on Sunday and an employee is required to work on a Sunday in addition to their normal weekly hours of 45 hours per week, then the Employee must be paid for the hours worked on the Sunday at a rate of one and a half times their normal hourly rate of pay.
- 17.4 If an employee works on a Sunday as part of their normal weekly hours of 45 hours per week then the Employee is paid at their normal hourly rate of pay.
- 17.5 An employer must pay an employee and not grant time off in lieu of hours worked on a Sunday in excess of 45 hours.

18. ANNUAL LEAVE

- 18.1 "Annual leave cycle" means the period of 12 month's continuous employment with the same employer immediately following an employee's commencement of employment or the completion of that employee's prior leave cycle.
- 18.2 At the anniversary of the employee's annual leave cycle, the employee is entitled to and must be granted twenty-one consecutive days leave, which equates to three weeks, less any occasional leave

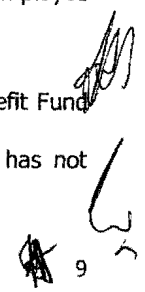


9

which may have been taken by agreement during the annual leave cycle, provided that the minimum period of continuous leave of absence is not less than two weeks.

- 18.3 If a public holiday falls within the leave period, an additional day must be added as a further period of leave on full pay.
- 18.4 Annual leave must be taken within 4 (four) months after the end of the annual leave cycle in accordance with an agreement between the employer and employee or if there is no agreement, at a time determined by the employer, but within the said four months.
- 18.5 Only by prior written agreement may the period of leave be shortened to one week or two, subject to all the annual leave being taken within four months of the anniversary.
- 18.6 Where the services of any employee are terminated for any reason, any balance of accrued / outstanding leave must be paid to the employee together with his last salary in accordance with the conditions pertaining to the payment of remuneration.
- 18.7 Where the employee is on straight basic salary, leave pay must be calculated on the employee's current basic salary.
- 18.8 Where the employee is on commission, leave pay is calculated by taking 20% of the average *psc* over the previous twelve months.
- 18.9 Where the employee is required to double basic salary before commission is paid, then leave pay is calculated by taking the basic salary and adding twenty percent (20%) of the average *psc* - calculated AFTER basic is removed from the total - over the past twelve months.
- 18.10 No employer may permit or require any worker to work in the Hairdressing Trade, whether for remuneration or not, and no employee shall be permitted to work in the hairdressing trade whether for remuneration or not, during the period of annual leave granted to / taken by such employee.
- 18.11 Annual Leave shall not run concurrently with notice of termination of employment.
- 18.12 Annual Leave shall not run concurrently with sick leave, save where an employee is already on annual leave and falls ill, but no additional sick pay is payable.
- 18.13 Any employee who is not employed on a full-time basis and yet works regularly for the same employer, accumulates leave at a rate of one-and-a-half days for every month worked, ie 194 hours.

19. SICK LEAVE

- 19.1 Save where an employee participates in the council Sick Benefit Fund, "Sick leave cycle" means the period of 36 months' employment with the same employer and / or the same establishment immediately following an employee's commencement of employment or the completion of that employee's previous sick leave cycle.
- 19.2 An employee who is not a member of the council Sick Benefit Fund, and who falls sick may be absent from work for up to 36 working days (six weeks) during a period of 36 consecutive months. However, during the first 6 months of employment an employee is entitled to one day's sick leave for every 26 days worked.
- 19.3 An employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid sick leave.
- 19.4 An employer is not required to pay sick leave-
- (a) to an employee if they are both contributing to the Hairdressing Industry Sick Benefit Fund referred to in **clause 34;**
 - (b) to an employee who has been absent from work for longer than two days and has not produced a medical certificate signed by a medical practitioner;
 - (c) to a casual employee.
- 

- 19.5 Notwithstanding the above, participation in the Hairdressing Sick Benefit Fund in terms of Clause 34, is compulsory.

20. MATERNITY LEAVE

- 20.1 A pregnant employee is entitled to at least four consecutive months' maternity leave under the following conditions:-
- 20.1.1 No employer may knowingly require or permit a pregnant employee to work during the period commencing four weeks prior to or twelve weeks after the date of the employees' expected date of confinement;
- 20.1.2 An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still-birth;
- 20.1.3 An employee must notify an employer in writing at least a month before of the date on which the employee intends to-
- (a) commence maternity leave; and
 - (b) return to work after maternity leave;
- 20.1.4 Proof of confinement must be submitted to the employer upon the employee's return to work in the form of a birth certificate or death certificate, in the case of a still- birth, or a medical certificate in the case of a miscarriage;
- 20.1.5 The employer may extend the four-month period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons;
- 20.1.6 An employee who takes maternity leave is permitted to continue making the full contributions to the council benefit funds in order to preserve continuity of membership.
- 20.2 The employer shall be permitted to employ a temporary replacement in the same category as the employee who has been granted maternity leave on a temporary contract for period of the maternity leave of that employee.
- 20.3 During the contract period of temporary employment all the provisions of the agreements administered by the Council must apply to the temporary employee.
- 20.4 During the contract period the employer may for any reason recognised in law terminate the contract of temporary employment.

21. FAMILY RESPONSIBILITY LEAVE

- 21.1 An employer must grant an employee during each calendar year, at the request of the employee, up to three days' paid Family Responsibility Leave, which the employee is entitled to take:-
- (a) when the male employee's child is born;
 - (b) when the employee's dependant child is sick; or
 - (c) in the event of the death of the employee's spouse or life partner, parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.
- 21.2 Family responsibility leave applies only to an employee who has been in employment for longer than four months and who works for at least four days a week.
- 21.3 An employee may take family responsibility leave in respect of the whole or part of a day.
- 21.4 An employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid Family Responsibility Leave, on the employee's usual payday.

11

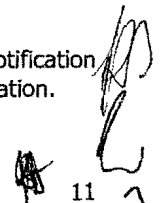
- 21.5 Before paying an employee for Family Responsibility Leave, an employer may require satisfactory proof in the form of a child's birth certificate or of the death certificate in the case of the death of a family member.
- 21.6 Family Responsibility Leave is non-transferable and is non-accumulative.

22. TERMINATION OF SERVICE

- 22.1 An employer or employee who wishes to terminate the contract of service must give-
- (a) in the case of a part-time employee, not less than one working day notice;
 - (b) in the case of a full-time employee, twenty-four hours notice in the first month of employment;
 - (c) one weeks' notice if the employee has been employed for more than one month but less than six months;
 - (d) two weeks' notice if the employee has been employed for more than six months.
- 22.2 Notice of termination of employment must be given in writing and outside any period of leave except sick leave.
- 22.3 If the employer waives any part of the notice given by the employee, the employer must pay the employee's basic salary for the period of the balance of notice given by the employee.
- 22.4 If the employee fails to adhere to the provisions of this clause, then the employer may deduct from any monies that the employer owes the employee, the employee's salary for the time the employee is away from work.
- 22.5 Where the employee is on commission, the employer must pay the employee 20% of the average personal services commission (psc) the employee would have received in the period of notice so waived by the employer.
- 22.6 Nothing in this clause affects the right of an employer or an employee to terminate a contract of employment without notice for any justified cause recognised by law.
- 22.7 An employer may terminate an employee's contract of service after due process if an employee is absent from work without permission for a period of five or more consecutive days and the employer has proof that a reasonable attempt has been made to contact the employee, or where the employer has proof that the employee has worked in another salon. The employee is deemed to have absconded. The employee has the right to appeal on the grounds of a medical or other acceptable reason.

23. RETRENCHMENT

- 23.1 For the purposes of this clause "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.
- 23.2 An employer shall endeavour to avoid retrenchments by attempting to transfer workers, by implementing training or re-training, limiting or eliminating overtime, introducing short-time or allowing voluntary retirement and such other suitable alternatives.
- 23.3 Notwithstanding the requirements of sections 189 or 189A of the Act, an employer in the Hairdressing & Cosmetology Industry who proposes retrenchment due to the operational requirements of his establishment shall, not later than thirty (30) working days before the proposed date of notice of termination of service of any employees, provide to the bargaining council and the trade union parties to council, the reasons for the proposed retrenchments, the names of the prospective retrenchees and proof that discussions have been held with employees to avoid such retrenchments.
- 23.4 Any Trade Union party is entitled to provide the employer with a written response to the notification of proposed retrenchment, not later than ten (10) working days after the date of the notification.



11

12

- 23.5 The employer and any trade union party who responds to the employer shall attempt to reach consensus on the retrenchment proposals through consultation.
- 23.6 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay equal to at least one week of the employee's basic salary plus twenty percent (20%) of the average of personal services commission earned over the previous twelve months, for each completed year of service with the establishment.
- 23.7 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay.

24. TRANSFER OF CONTRACT OF SERVICE

- 24.1 A contract of service may not be transferred from one employer (referred to as "the old employer") to another employer (referred to as "the new employer") without the employee's consent unless the whole or any part of the business is transferred as a going concern.
- 24.2 If a business is transferred as a going concern-
- (a) all the rights and obligations between the old employer and each employee at the time of the transfer continue in force as rights and obligations between the new employer and each employee;
 - (b) the employee's continuity of service is not interrupted.

25. CERTIFICATE OF SERVICE

Upon termination of the contract of service for whatever reason, the employer must provide the employee with a certificate of service stating the business's name and contact details, the employee's name, identity number, job category and the commencement and termination dates of service.

26. ADMINISTRATION

- 26.1 The Bargaining Council is responsible for the administration of this agreement.
- 26.2 The Bargaining Council may issue guidelines to employers and employees regarding the implementation of this agreement.
- 26.3 The Bargaining Council shall appoint Designated Agents in accordance with the Act to monitor and enforce the provisions of this agreement.
- 26.4 Every employer must make a copy of this collective agreement available to employees in the workplace.

27. OUTWORK

- 27.1 An employee outside their normal place of work may not-
- (a) solicit or take orders for, or undertake work in, the Cosmetology Trade; or
 - (b) engage in trading in cosmetological requisites for sale, gain or reward; or
 - (c) render any cosmetology services, whether for gain, reward or any other consideration whatsoever,
- on his own account or on behalf of, or from any person other than his employer whilst such employee is in the employ of an employer engaged in the Cosmetology Trade.
- 27.2 Such outwork undertaken without the consent of the employer is deemed to be a dismissible offence.

28. DESIGNATED AGENTS AND ENFORCEMENT OF COLLECTIVE AGREEMENT

- 28.1 The Council shall appoint one or more specified persons as Designated Agents to monitor and enforce the provisions of this agreement.
- 28.2 In addition to the functions envisioned in terms of section 33 of The Act, the Council shall request the Minister of Labour to confer the powers of those of a commissioner set out in section 142 of the Act,

12

13

except the powers conferred by section 142(1)(c) and (d) of the Act, and those of a labour inspector set out in clauses 65 and 66 of the Basic Conditions of Employment Act of 1997, upon a Designated Agent.

- 28.3 In order to monitor and enforce compliance with this agreement, where the designated agent has reasonable belief that a hairdressing or cosmetological business is being conducted, he may-
- (a) without warrant or notice, at any reasonable time, enter any establishment and inspect premises, examine records and question the employer or any employee;
 - (b) issue a compliance order requiring any person bound by this collective agreement to comply with the collective agreement within a specified period of time.
- 28.4 The council may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the council. If a party to an arbitration in terms of this clause, that is not a party to the council, objects to the appointment of an arbitrator, the secretary of the council, must request the Commission for Conciliation Mediation and Arbitration to appoint an arbitrator.
- 28.5 An arbitrator conducting an arbitration in terms of this clause has all the powers of a commissioner in terms of section 142 of the Act.
- 28.6 Section 138 of the Act applies to any arbitration conducted in terms of this clause.
- 28.7 An arbitrator acting in terms of this clause may determine any dispute concerning the interpretation or application of this collective agreement.
- 28.8 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 this collective agreement;
 - (b) imposing a fine for a failure to comply with this collective agreement in accordance with the schedule of maximum fines published by the Minister of Labour;
 - (c) charging a party an arbitration fee;
 - (d) ordering a party to pay the costs of the arbitration;
 - (e) confirming, varying or setting aside a compliance order issued by a designated agent;
 - (f) any award contemplated in section 138(9) of the Act.
- 28.9 An award in an arbitration conducted in terms of this clause is final and binding and may be enforced as if it were an order of the Labour Court in terms of section 143 of the Act.

29. COUNCIL LEVIES

- 29.1 For the purpose of meeting the expenses of the Council, the Council will consider an annual administration budget and will determine an appropriate levy to be paid by the members in the industry to reasonably meet the expenses of the council.
- 29.2 Each employer shall deduct from each employee in the industry the levy amount as reflected from time to time in accordance with Annexure "B" of this agreement.
- 29.3 Each employer must add a like amount to the total amount so deducted in accordance with the levy as reflected from time to time in accordance with Annexure "B" of this agreement.
- 29.4 Each employer / business establishment must pay the levy amounts referred to above to the Council before the seventh day of the next month. Should the employer not pay the levy amount as stipulated above, interest will accrue according to the rate of interest as prescribed from time to time in the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).

30. FAILURE TO MAKE PAYMENT TO COUNCIL

- 30.1 Interest on any amount that an employer or other person is obliged to pay in terms of any clause of this collective agreement accrues from the date on which the amount was due and payable at the rate of interest prescribed in the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).
- 30.2 The employer is liable for any legal costs incurred by the Council for recovery of the outstanding amounts due.

31. EXEMPTION AND APPEAL CRITERIA

- 31.1 Council hereby establishes an Independent Appeal Board consisting of at least one person appointed by the Council to hear and decide any appeals brought against the Council in respect of the refusal by Council to grant an exemption whether it be in respect of a party or non-party, or to consider any appeal against the decision by Council to withdraw an exemption.
- 31.2 Any registered salon owner / employer falling within the registered scope of the Council may apply to the Council for exemption from any of the provisions of this agreement.
- 31.3 All applications for exemption must be in writing, addressed to the Secretary of the Council and be supported by any relevant documentation. The application must at least contain the following information-
- (a) the correct full names of the business and registered owner;
 - (b) the number of employees affected and their names;
 - (c) period for which the exemption is sought;
 - (d) the clauses of this agreement from which the exemption is requested;
 - (e) satisfactory proof that the exemption applied for has been discussed between the employer, the employees affected and/or their respective representatives, together with any response resulting from such discussions either in support of or in opposition to the application; and
 - (f) details of the specific alternate conditions which will apply should the exemption be granted.
- 31.4 The Secretary must place the application for exemption on the agenda of the next Council meeting for consideration.
- 31.5 The Council must consider the application within thirty (30) days, or at the next Executive Committee Meeting, and may grant an exemption to an employer if the applicant can show –
- (a) it is fair to both the employer, its employees and other employees in the Trade;
 - (b) it does not undermine the Agreement;
 - (c) it will make a material difference to the viability of the establishment;
 - (d) it will assist with unexpected economic hardships occurring during the currency of the agreement and will save unnecessary job losses; or
 - (e) it has a limited lifespan.
- 31.6 Once the Council has decided to grant an exemption, the secretary of the Council must issue a certificate of exemption to the applicant within fourteen days of the date of the decision setting out
- (a) the name of the applicant;
 - (b) the clause/s from which exemption has been granted;
 - (c) any conditions relating to the exemption; and
 - (d) the period of exemption.
- 31.7 If the Council decides to refuse an exemption the secretary of the Council must-
- (a) advise the applicant within seven days of the date of its decision;
 - (b) provide the applicant with the reason/s for not granting an exemption;
 - (c) advise the applicant of the right to appeal against the decision of the Council.
- 31.8 The Council may if it deems fit withdraw any exemption granted to an applicant on one week's notice, whether or not the time period of the exemption has expired. The Council must advise the applicant of the right of appeal against the decision of the Council to withdraw the exemption.
- 31.9 Appeals must be addressed to the Secretary of the Council in writing within five working days from the date of notification of the Council's decision on the application for exemption.
- 31.10 The Secretary must within five days from the date of the appeal application convene a meeting of the Independent Appeal Board to consider the appeal. The Board must apply the same criteria specified in sub clause 30.5 when considering an appeal.
- 31.11 The Independent Appeal Board must conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but must deal with the substantial merits of the application with the minimum of legal formalities.

15

- 31.12 Subject to the discretion of the Independent Appeal Board as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any other party and address arguments to the Board.
- 31.13 Within 14 days of the conclusion of the proceedings, the Independent Appeal Board must issue a decision, with reasons, which will have the same effect as an arbitration award.

32. TRADE UNION REPRESENTATION ON THE COUNCIL

Every employer must give employees who are representatives or office bearers of the party trade union/s or who participate on the Council every reasonable facility to attend to their duties which may arise from their work on the council or as a result of their office within the trade union.

33. AGENCY SHOP

33.1 AGENCY SHOP: EMPLOYEE'S ORGANISATION

- 33.1.1 For the purposes of this agreement
- (a) 'Agency fee' means a salary deduction equivalent to the amount of the trade union subscription.
 - (b) the agency fee shall be applied by an employer to any employee who, although being eligible to be a member of the trade union, is a non-union member.
- 33.1.2 Employees who are not members of the trade union that is party to the Council are not compelled to become members of that organization.
- 33.1.3 From time to time the trade union may review the membership fees and/or levies and implement any increase it may deem fit.
- 33.1.4 Such amounts deducted by the employer from any non-union employee shall be paid by the employer to the Bargaining Council by the 7th of the following month with details of the employee from whom the money was deducted. The Bargaining Council shall forward all such 'agency fee' to the party union.
- 33.1.5 Monies paid to the union in terms of this agency shop arrangement shall be used by the trade union exclusively for the purposes of furthering the interests of the collective bargaining of employees in the Hairdressing and Cosmetology industry.
- 33.1.6 The agency shop fees may not be-
- (a) paid to a political party for whatever reason;
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
 - (c) used for an expenditure that does not advance or protect the collective bargaining interests of employees.
- 33.1.7 The provisions of this clause do not apply-
- (a) to persons who are not eligible for membership in terms of the trade union's constitution or who have been refused membership of, or expelled from the trade union.
 - (b) to a learner, including a funded learner employed in the hairdressing trade who is still attending college prior to writing the industry Board Examination.
- 33.1.8 The agency fees paid to the representative trade union shall be paid into a separate account administered by the union and shall be accounted for on an annual basis to the council.
- 33.1.9 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.

33.2 BARGAINING LEVY : EMPLOYERS' ORGANISATION

- 33.2.1 Every employer that does not belong to the employers' organization that is party to the Council must pay a monthly BARGAINING LEVY equivalent to the employers' organization monthly membership fee as determined from time to time by the employers' organisation.
- 33.2.2 Employers who are not members of the employers' organization that is party to the Council are not compelled to become members of that organization.
- 33.2.3 From time to time the employers' organization shall be entitled to review the membership fees and/or levies and implement any increase it may deem fit.
- 33.2.4 Every employer must pay the amount of the bargaining levy to the Council before the seventh day of the next month.
- 33.2.5 The bargaining levy paid to the representative employer's body shall be paid into a separate account administered by the employer's body and shall be accounted for on an annual basis to the council.
- 33.2.6 The bargaining levy must be held in the separate account and may be used only for expenditure incurred by the employers' organization 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.
- 33.2.7 The employers' organization must arrange for an annual audit of the separate account within six months of its financial year.

33.3 DISPUTES ABOUT INTERPRETATION OF THIS CLAUSE

- 33.3.1 Any dispute about the application or interpretation of the provisions of this clause must be referred to conciliation and if the dispute remains unresolved to arbitration provided that the parties mutually agree on such conciliator and arbitrator.
- 33.3.2 If no agreement is reached within 30 days of lodging of the dispute, the conciliator and arbitrator, who must be a senior commissioner, accredited and appointed by the CCMA.
- 33.3.3 Enforcement of the provisions of this clause must be dealt with in accordance with the enforcement provisions as set out in this agreement.

34. SICK BENEFIT FUND

- 34.1 The Hairdressing Sick Benefit Fund originally established in terms of the Agreement published under Government Notice No. R. 106 of 22 January 1960 (hereinafter referred to as the "**Sick Benefit Fund**"), is hereby continued for the purpose of-
- (a) assisting members in regard to payment for medical services incurred by them or their dependents, as may be provided in the rules of the Sick Benefit Fund;
 - (b) assisting members for whom salaries are prescribed in terms of this Agreement with sick pay benefits in respect of absences from work owing to illness and/or accident as may be provided in the rules of the Sick Benefit Fund;
 - (c) taking such measures as the Council may deem necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;
 - (d) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
 - (e) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the rules of the Sick Benefit Fund.
- 34.2 Save for registered Learners / Apprentices, membership of either Scheme A or Scheme B of the Sick Benefit Fund shall be compulsory for all persons who are directly or indirectly engaged or employed in the Hairdressing Industry, unless an exemption is granted by the Council on the grounds of such persons providing adequate proof of membership with an alternative medical scheme which can provide benefits which are equal to or better than those as provided for in the Sick Benefit Fund, and is recognised by law.

17

- 34.3 The Sick Benefit Fund shall be managed by the Council in accordance with the rules which it may make from time to time and for this purpose the council shall approve a set of rules which shall provide for the administration of the Sick Benefit Fund.
- 34.4 All moneys of the Sick Benefit Fund shall be administered, invested and paid out in accordance with the rules, a copy of which shall be available for inspection at the offices of the Council.
- 34.5 The Council shall appoint auditors to audit the books of account of the Sick Benefit Fund annually.
- 34.6 The Council shall review the Annual Financial Statements of the Sick Benefit Fund at the Annual General Meeting of the Council, and shall then ratify any review of the contribution schedule to the fund.
- 34.7 The employer shall deduct the appropriate contributions from the salary of the employee, and shall pay such monies, together with the employer contribution to the Council by the 7th day of the month following the deduction.
- 34.8 If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the Council by the 7th of the month following as provided for, then the employer shall be liable to pay a penalty calculated in respect of the Prescribed Rate of Interest Act on any contribution which remains unpaid.
- 34.9 Notwithstanding the above, failure on the part of the employer to make the deductions of employee's contributions which he is required to make, shall not absolve the employer from having to submit the total amount of the employee's contributions and his own contributions to the Council.
- 34.10 In the event of the expiry or cancellation of this Agreement, the Council shall continue to administer the Sick Benefit Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing medical service assistance to its members.
- 34.11 In the event of the Council being wound up or dissolved, the Sick Benefit Fund shall continue to be administered by a committee appointed for such purposes by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.
- 34.12 In the event of there being no Council in existence at the time of expiry of this Agreement, the Sick Benefit Fund shall be liquidated by the committee or trustees appointed to manage the Fund.
- 34.13 In the event of the liquidation of the Sick Benefit Fund, the moneys remaining after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Sick Benefit Fund, the moneys remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

35. PENSION FUND

- 35.1 The Pension Fund, known as the Natal Hairdressing Trade Pension Scheme (hereinafter referred to as the "Pension Fund"), established by Government Notice No. R. 2114 of 24 July 1992, is hereby continued.
- 35.2 The objects of the Pension Fund shall be to provide members with retirement and death benefits, in which the Council will secure the best conditions possible.
- 35.3 The Pension Fund shall be governed by its rules which it may make and vary from time to time in accordance with those rules.
- 35.4 Membership of the Pension Fund shall be compulsory for all employees in the industry and those entering the industry, excluding casual or part-time employees, who are employed in the Hairdressing Trade Natal, and who have not attained their 65th birthday.



17

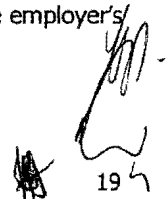
- 35.5 Unless otherwise determined by legislation, the contribution levels to the pension fund shall be determined by negotiations between the parties, and shall be reflected in Annexure "D", hereto.
- (a) The employer shall deduct the prescribed contribution from the basic salary of each employee.
 - (b) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave and absences owing to illness or injury on duty, but the employee may make good any such amounts which would normally be made in these times.
 - (c) If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement, is not received in full by the Council by the seventh day of the following month, then the employer shall be liable to pay penalties calculated in accordance with the Prescribed Rate of Interest Act.
- 35.6 The following persons may, at the discretion of the Council, be admitted to membership of the Pension Fund and the provisions of this clause shall apply **mutatis mutandis** to any persons so admitted:
- (a) An employee of a trade union or an employers' organisation which is a party to the Council,
 - (b) A person who is employed as a learner in the trade or a person employed in an administration capacity in the Trade.
- 35.7 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, any Management Committee at that time will, subject to the approval of the Registrar of Labour Relations in terms of section 59 of the Act, continue to administer the Fund and the members of the Committee existing at that date will be deemed to be members thereof for such purpose; Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee.
- 35.8 In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who will possess all the powers of the Committee for such purposes. If there is no Council in existence on the expiry of this Agreement, the Fund will be liquidated by the Committee or the trustees, as the case may be, as though the members had left the Industry.
- 35.9 Upon liquidation of the Fund the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, will be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund will be distributed as provided for in section 59 of the Act, as if it formed part of the general funds of the Council.
- 35.10 INDEMNITY
- 35.10.1 The members of the Council, the members of the Management Committee and the officers of the Fund will not be held responsible for any act which may result in loss to the Fund where such act was carried out in good faith, and will not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the **bona fide** discharge of their duties.
- 35.10.2 The Council will not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund on the sequestration or liquidation of the employer's estate or at all.

36. RETIREMENT ANNUITY FUND

- 36.1 The Retirement Annuity Fund, known as the Planned Savings Retirement Annuity Fund (hereinafter referred to as the "Annuity Fund"), established by Government Notice No. 2114 of 24 July 1992, is hereby continued.
- 36.2 The objects of the Annuity Fund shall be to provide retirement annuities for its members.
- 36.3 The Annuity Fund shall be governed by its rules, and the benefits under the Annuity Fund shall be assured. Copies of all documents containing detailed information of the Annuity Fund and any

amendment thereto shall be lodged by the Council and the fund administrators with the Financial Services Board.

- 36.4 A member's normal monthly contribution to the Annuity Fund shall be based on the highest monthly salary which is specified for qualified hairdressers (with trade test) in terms of this agreement, and shall be reflected in Annexure "D", hereto.
- 36.5 Every member shall forward the contribution prescribed by this clause to the Council, not later than the 7th day of the month immediately following the month in respect of which it is payable, together with a statement in such form as may be prescribed by the Council from time to time.
- 36.6 If any amount which falls due in terms of this clause or in terms of any other provision of this Agreement is not received in full by the Council by the 7th day of the following month, then the employer /member shall be liable to pay a penalty calculated in respect of the Prescribed Rate of Interest Act, 1994 on the amount which is due.
- 36.7 Save where an employer or a self-employed person in the industry has been granted an exemption on the basis of a pre-existing benefit, membership of the Annuity Fund shall be compulsory for all employers and self-employed persons in the industry.
- 36.8 Membership commences when the member makes his first contribution to the Annuity Fund and ceases only when the full benefit in respect of the member has been paid in terms of the rules.
- 36.9 Each member shall be issued with a membership certificate and shall be entitled to an annual statement of his benefits under the Annuity Fund.
- 36.10 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, any Management Committee at that time will, subject to the approval of the Registrar of Labour Relations in terms of section 59 of the Act, continue to administer the Fund and the members of the Committee existing at that date will be deemed to be members thereof for such purpose; Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee.
- 36.11 In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who will possess all the powers of the Committee for such purposes. If there is no Council in existence on the expiry of this Agreement, the Fund will be liquidated by the Committee or the trustees, as the case may be, as though the members had left the Industry.
- 36.12 Upon liquidation of the Fund in terms of clause 36.11 and payment of money due to members in terms of that clause the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, will be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund will be distributed as provided for in section 59 of the Act, as if it formed part of the general funds of the Council.
- 36.13 INDEMNITY
- 36.13.1 The members of the Council, the members of the Management Committee and the officers of the Fund will not be held responsible for any act which may result in loss to the Fund where such act was carried out in good faith, and will not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the **bona fide** discharge of their duties.
- 36.13.2 The Council will not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund on the sequestration or liquidation of the employer's estate or at all.



19

37. RESOLUTION OF DISPUTES

Unless otherwise provided for in this collective agreement and ratified by council, any dispute within the registered scope of the council must be resolved as set out herein.

37.1. ACCREDITATION

- 37.1.1 The council must apply for accreditation with the governing body of the CCMA for the purposes of dispute resolution in terms of section 52 read with section 127 of the Act.
- 37.1.2 In the event that the council fails to secure or maintain such accreditation, the council may then enter into an agreement with the CCMA in terms of which the CCMA is to perform all dispute resolution functions on behalf of the council in terms of section 51(6) of the Act.

37.2. PANELS OF CONCILIATORS AND ARBITRATORS

- 37.2.1 The council must appoint a panel of conciliators for the purpose of conciliating disputes, and
- 37.2.2 The council must appoint a panel of arbitrators for the purpose of determining disputes.
- 37.2.3 A person may be appointed to either or both the panel of conciliators and the panel of arbitrators.
- 37.2.4 The conciliators and arbitrators are to be appointed to the respective panels for a period of one year, but may be re-appointed at the expiry of the period of the appointment. Council may remove a member of the panel of conciliators or arbitrators from office for serious misconduct or for incapacity or if at least half of the employer representatives and half of the employee representatives vote in favour of the removal of that member from the panel.
- 37.2.5 Any panellist appointed to replace a panel member who leaves the panel for any reason other than due to the expiry of office, will serve on the panel for the remainder of the predecessors term of office.
- 37.2.6 An employee of the council, subject to accreditation by the CCMA, may be appointed to the panel of conciliators and the panel of arbitrators where there might be matter of compliance as envisioned by Section 33.A of the Act, provided that where there might be a vested interest in the dispute to be conciliated or arbitrated, the said employee of the council will not be eligible to arbitrate the dispute.

37.3. DISPUTES INVOLVING NON-PARTIES TO COUNCIL

- 37.3.1 Any dispute contemplated in terms of Section 51(3) of the Act, where any party to the dispute is not a party or a member of a party to the council, must be resolved as follows:
 - (a) any of the parties to the dispute may refer the dispute in writing to the council using the prescribed CCMA dispute referral documentation, setting out the nature of the dispute and the outcome sought.
 - (b) The applicant in the dispute must satisfy the council that a copy of the referral has been served on all other parties to the dispute.
- 37.3.2 The secretary of the council must appoint a member of the panel of conciliators who must attempt to resolve the dispute through conciliation within thirty (30) days from the date of receipt of the dispute at council, or any extended period as agreed to in writing by the parties to the dispute.
- 37.3.3. The secretary of the council must serve notice of the date, the time and the venue of the conciliation of the dispute on the parties of the dispute.
- 37.3.4. During the conciliation proceedings, the conciliator may
 - i. mediate the dispute
 - ii. conduct a fact-finding exercise; or
 - iii. make a recommendation to the parties to the dispute, which may be in the form of a non-binding advisory arbitration award.
- 37.3.5 Representation of parties to conciliation proceedings is in accordance with the Rules of the CCMA.

- 37.3.6 Whether or not the matter is resolved, at the end of the thirty (30) day period or any further period agreed to in writing by the parties to the dispute, the conciliator who was appointed to attempt to resolve the dispute must issue a certificate indicating whether or not the dispute has been resolved.
- 37.3.7 Nothing in this agreement prevents an officer or an employee of the council from investigating the dispute or attempting to resolve the dispute before the appointment of a conciliator.
- 37.3.8 If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration if the Act requires that the dispute be arbitrated or, if all the parties to the dispute consent to arbitration, under the auspices of the council.
- 37.3.9 Upon receipt of a written request for arbitration from a party to the dispute the secretary must appoint a member of the panel of arbitrators to arbitrate the dispute.
- 37.3.10 Any request for arbitration must be made on the appropriate CCMA documentation and must be made in accordance with the time frames prescribed in the Act, provided that the arbitrator may permit the late request for arbitration on good cause.
- 37.3.11 The secretary of the council must serve notice of the date, time and venue of the arbitration on the parties to the dispute.
- 37.3.12 Any arbitration proceedings which are carried out in terms of this section must be conducted in terms of the provisions of the CCMA Codes of Practice provided that council has not adopted any Code of Conduct for conciliators and arbitrators.
- 37.3.13 Representation of parties to arbitration proceedings will be in accordance with the Rules of the CCMA.
- 37.3.14 Any arbitrator who is appointed by council to resolve disputes has the powers of a Commissioner in terms of sections 138 and 142 of the Act.
- 37.3.15 Subject to the provisions of the Act, an award made by the arbitrator appointed to resolve the dispute is final and binding on the parties to the dispute. The arbitrator shall have the power to vary, rescind or amend an award made by him on good cause shown or of his own accord. Without limiting the generality thereof, the arbitrator shall have this power if –
- (a) The award was erroneously sought or erroneously made in the absence of any party affected by the award; or
 - (b) The award is ambiguous or contains an obvious error or omission; or
 - (c) The award was granted as a result of a mistake common to the parties to the proceedings.
- 37.3.16 The council must serve the award together with written reasons given by the arbitrator on all parties to the dispute.
- 37.3.17 Upon receipt of a written request from a party to the dispute, the secretary of the council must apply to the director of the CCMA to certify that the arbitration award is an award contemplated in section 143(1) of the Act.

37.4. DISPUTES INVOLVING PARTIES TO COUNCIL

- 37.4.1 For the purposes of this clause, a party to the council includes the members of any registered trade union or registered employers' organisation that is party to the council.
- 37.4.2 If the dispute between the parties is one which arises for negotiations entered into for the purpose of concluding a collective agreement in the council, the secretary must appoint a member of the panel of conciliators, who must attempt to resolve the dispute through conciliation within thirty (30) days from the date when the dispute was referred to the council, or within any extended period as agreed to in writing between the parties to the dispute. If the dispute remains unresolved, the parties may exercise their rights in terms of the Act.
- 37.4.3 Any other dispute between the parties to the council, which the Act requires to be arbitrated or which disputes would otherwise be adjudicated by the Labour Court but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of the

disputes would otherwise be adjudicated by the Labour Court but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of the council constitution and / or any collective agreement between the parties to the dispute, must be resolved by the council in accordance with the procedures set out herein.

- 37.4.4 Upon receipt of a written request for arbitration of a dispute about the interpretation or application of the provisions of any collective agreement between the parties to the dispute, the secretary must appoint a member of the panel of arbitrators to arbitrate the dispute.

37.5 COMPLIANCE PROCEDURE AND ENFORCEMENT OF COLLECTIVE AGREEMENTS BY COUNCIL

- 37.5.1 Council shall request the Minister of Labour to appoint one or more specified persons as designated agents of the council to promote, monitor and enforce compliance with any collective agreement concluded in the council.
- 37.5.2 Such designated agents shall perform the functions and have the powers set out in the Act, including sections 33, 33A and schedule 10 of the Act. It is specifically recorded that a designated agent shall have the power to issue a compliance order in such format as may be determined by council from time to time.
- 37.5.3 The council shall take all reasonable and necessary steps to ensure compliance with this agreement and with any collective agreements concluded in the council. If, whether through its own investigations or through any other source it appears that the provisions of such an agreement may have been breached council shall invoke the following procedures to enforce compliance –
- (a) The secretary shall nominate a designated agent to investigate the alleged breach.
 - (b) The designated agent will conduct an investigation and if the designated agent has reason to believe that an agreement has been breached, the agent may endeavour to secure compliance with the agreement in terms of guidelines of, or decisions by the council, where these exist, by:
 - i. Publicising the contents of the agreement
 - ii. Conducting inspections
 - iii. Investigating complaints
 - iv. Conciliation, and
 - v. The issuing of a compliance order requiring any person bound by the collective agreement to comply with the agreement within a specified period, thereby indicating that a dispute exists.
- 37.5.4 The designated agent must report all disputes concerning compliance with any provision of a collective agreement to the secretary of the council.
- 37.5.5 Upon receipt of the report of an unresolved compliance dispute, the secretary of the council may refer the dispute to arbitration.
- 37.5.6 The secretary of the council must appoint an arbitrator from the panel of arbitrators to arbitrate the dispute.
- 37.5.7 The secretary of the council must serve notice of the date, time and venue of the arbitration on the parties to the dispute giving at least fourteen (14) days written notice of such process.
- 37.5.8 If any party to such an arbitration is not a party to the council and objects to the appointment of a member of the panel of arbitrators, the secretary of the council must request the CCMA to appoint an arbitrator, in which case the objecting party must pay the arbitrators fee to council, and the council shall pay the fee set by the CCMA.
- 37.5.9 The provisions regarding the handling of arbitration matters contained herein shall apply throughout, provided that the arbitrator may make any appropriate award including:
- (a) Ordering a person to pay an amount owing in terms of a collective agreement;
 - (b) Imposing a fine for failure to comply with a collective agreement in accordance with item 29 of schedule 7 and section 33A(13) of the Act;
 - (c) Charging a party to the arbitration an arbitration fee;

- (d) Ordering a party to the arbitration to pay the costs of the arbitration;
- (e) Confirming, varying or setting aside a compliance order issued by a designated agent;
- (f) Any award contemplated in terms of section 138(9) of the Act which gives effect to the objectives of the Act, the council constitution or this or any agreement reached in council;
- (g) Any award in relation to interest or penalties payable on any amount that a person is obliged to pay in terms of a collective agreement.

37.5.10 Subject to the provisions of the Act, an award in an arbitration conducted in terms of this procedure is final and binding on the parties to the dispute.

37.5.11 The secretary of the council may apply to the director of the CCMA to certify that an arbitration award issued in terms of this procedure is an award contemplated in terms of section 143(1) of the Act.

37.5.12 The provisions of this procedure stand in addition to any other legal remedy through which the council may enforce a collective agreement.

38. DEFINITIONS

Any term used in this agreement which is defined in the Act has the same meaning as in the Act; any reference to an Act or Ordinance includes any amendment of such Act or Ordinance, and unless the contrary intention appears, words importing the masculine gender includes females, further, unless inconsistent with the context –

“abscond” means to absent oneself from work for a period in excess of six working days (one week) without informing or notifying the employer, or the taking up employment elsewhere;

“Act” means the Labour Relations Act of 1995 as amended;

“agreement” means an agreement entered into between the parties to council and which is binding upon the members of those parties in the Hairdressing Trade in accordance with the provisions of the Act. ‘Main Collective Agreement’ and ‘Published Agreement’ have corresponding meanings.

“basic salary” means the salary agreed to between the parties from time to time, and which is reflected in the salary schedule appended to this agreement;

“CCMA” means the Commission for Conciliation, Mediation and Arbitration, established in terms of Chapter VII of the ACT;

“casual employee” means an employee who is employed on an ad hoc basis, but for never more than three days consecutively, who is paid daily and whose wage is calculated on the hourly or daily rate for his/ her particular job category;

“commission” means any amount of money due to an employee in terms of a written commission agreement between an employer and his employee;

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

Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning, singeing, tinting, straightening, styling, waving (permanent, Marcel or water), or any other treatment of the hair of the head or the face or the massage or other stimulative treatment or exercise of the face, scalp or neck; or manicuring of the nails, eyebrow plucking, boardwork, trichological treatment or beauty culture; or performing any operation referred to above 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;

“Council” means the HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL), registered in terms of section 29 of the Labour Relations Act of 1995;

"designated agent" means any person appointed by the Minister of Labour in terms of Section 33 of the Act;

"establishment" means, for the purposes of this agreement, a place where aspects of the hairdressing trade may be carried out;

"experience" means having more than one year's practical experience in a particular job category;

"general assistant" means an employee who is engaged in any one or more of the following activities- cleaning, sweeping or washing premises or utensils, receptacles, furniture or other articles; running errands; providing refreshments for staff or clients; washing or ironing towels, overalls or other protective clothing in a salon or performing similar tasks in an establishment;

"hairdresser – non-qualified" means an employee who performs the functions of a hairdresser, but has not passed the trade test in terms of the Manpower Training Act, 1981 and/or the Skills Development Act, 1998;

"hairdresser – qualified" means a person who is in possession of a certificate to practice hairdressing and who may be subcategorised according to one of the following:

QET – the holder of a certificate, and who completed a contract of apprenticeship before 1 January 1994.

COTT – the holder of a trade test certificate issued in terms of the Manpower Training Act, 1981 and/or the Skills Development Act, 1998, and or such other legislated organisations such as "INDLELA".

QA – the holder of a certificate which may or may not have been obtained in South Africa, but which qualification is recognised in South Africa.

MC – the holder of a Masters Certificate, issued by the Employers Organisation or any division thereof.

"Hairdressing Trade" means the trade in which employers and employees are associated for the purpose of rendering cosmetological services in any hairdressing salon, and 'industry' can mean the same thing;

"home salon" means a salon operated from a private residence, where hairdressing and / or cosmetology services are rendered in compliance with applicable health regulations;

"learner" or "learner hairdresser" means an employee serving under a written contract of learnership registered or deemed to be registered by the Personal Care Chamber of the Services Sector Education and Training Authority in name and title under the Skills Development Act, and includes any minor employed on probation in terms of the said Act;

"manicurist" or "beauty culturist" means any employee who normally provides services associated with the manicuring of nails;

"owner" means the person or persons who are either the sole proprietor, partners, in close corporation or in a company, and who own, rent or operate an establishment, and may include 'non-working owner' or 'non-working employer';

"part-time employee" means an employee who is employed under a licence of exemption and who works on a continuous basis, but works less than 27 hours in a week for a maximum of 9 hours per day, and whose wage is normally calculated on the hourly rate for his/ her particular job category;

"party" means a registered employer's organisation or trade union which is a party to the bargaining council, and may refer to an employer or an employee who is a member in good standing of the respective party;

"personal services commission" means the commission paid on hairdressing or cosmetology services provided by the individual in person. Retail commission is excluded for the purpose of calculating remuneration in terms of the requirements of Section 35 (5) of the Basic Conditions of Employment Act, 1997;

25

"public holiday" means a public holiday as defined in terms of the Public Holidays Act, No. 36 of 1994, (aa);

"receptionist / telephonist" means an employee who performs one or more of the following duties: Receiving clients or booking appointments by telephone or otherwise, keeping accounts and records or other forms of clerical work in addition to handling cash and affecting counter sales and performing similar tasks as instructed, in an establishment;

"record cards", "client records" or "records" means and includes reference to all or any form of client record maintained in an establishment for the purposes of recording client details and services rendered;

"registered scope" means the registered scope of the hairdressing and cosmetology bargaining council as contained in the certificate of registration of the bargaining council, as amended from time to time;

"remuneration" means the payment of money and / or kind in return for services rendered to an establishment, and refers to that amount of earnings used in terms of calculating 'personal services commission' (psc) which applies only to annual leave, notice pay and severance pay. It is calculated by including the basic salary and the personal services commission;

"salary" means remuneration payable or owing to an employee in respect of ordinary hours of work. If an employer regularly pays an employee for ordinary hours of work an amount higher than that specified, it means the higher amount;

"shampooist" means an employee engaged solely on one or more of the following operations:-

Draping, brushing of hair, shampooing, drying, removing veils, pins, rollers, clips and other setting aids, preparing clients for highlights or frosting, applying conditioners, rinses or colour shampoo, placing clients under dryers, or taking clients out from under dryers, giving scalp treatments by the applications of any hairdressing treatment, the application or perm lotions, neutralising and rinsing of perms and relaxers, the pulling out of highlights and applying bleach over highlight cap, tinting and applying colour (permanent and semi-permanent) and applying toners but excluding cutting, perming, setting and blow-styling.

"short-time" means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to a slackness of work or other exigencies of trade;

"time-off" means authorised leave of absence on full pay for any reason whatsoever, usually in relation to time off in lieu of time worked in, but does not include any form of leave;

"training institution" means an institution accredited by the Education and Training Quality Authority as a training institution in which any course accredited by the Education and Training Quality Authority may be provided;

"working employer" means an employer or owner who performs work similar to that carried out by an employee.

39. ATTESTATION

We, the undersigned, being mandated and authorised by our respective organisations, hereby attest to the above:

THIS DONE AT DURBAN ON THE

24th November 2009

T.R.G. Scott
NAME
FOR: EOHCB

M. P. Goldman
NAME
FOR: UASA THE UNION

A. T. Parkinson
NAME
SECRETARY TO COUNCIL

HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

ANNEXURE "A"

SALARY SCHEDULE

(IN TERMS OF CLAUSE 9)

WITH EFFECT FROM 1ST JANUARY 2010

	Minimum Basic Salaries	Daily rate for sick leave	PENSION		UNION	COUNCIL		SICK FUND	
			employer	employee		employer	employee	employer	employee
BOMC = beautician/makeup artist	2024	77.86	121	121	57.00	56.00	50.00	65.00	95.00
COTTI/ACTT = trade test	1579	137.66	215	215	57.00	56.00	50.00	65.00	95.00
JUN/COTT = junior trade test	2502	95.22	150	150	57.00	56.00	50.00	65.00	95.00
QET/CE = no trade test	2489	95.72	149	149	57.00	56.00	50.00	65.00	95.00
REC = receptionist	2904	111.49	174	174	57.00	56.00	50.00	65.00	95.00
SHU = unqualified shampooist	1851	71.20	111	111	57.00	56.00	50.00	65.00	95.00
SHQA shampooist/general assistant	2187	84.12	131	131	57.00	56.00	50.00	65.00	95.00
CL = cleaner	1500	57.69	90	90	57.00	46.00	40.00	50.00	86.00
APPRENTICE - COLLEGE MT									
1ST YEAR - NOF 2	1751	67.35	105.00	105.00	57.00	56.00	50.00	65.00	95.00
2ND YEAR - NOF 3	1923	73.96	115.00	115.00	57.00	56.00	50.00	65.00	95.00
3RD YEAR - NOF 4	2129	81.85	128.00	128.00	57.00	56.00	50.00	65.00	95.00
AFTER F/T COLLEGE									
1ST SIX MONTHS	1751	67.35	105.00	105.00	57.00	56.00	50.00	65.00	95.00
2ND SIX MONTHS	1923	73.96	115.00	115.00	57.00	56.00	50.00	65.00	95.00
3RD SIX MONTHS TO FSA	2129	81.85	128.00	128.00	57.00	56.00	50.00	65.00	95.00
AFRO									
AFRO BOMC = beautician/makeup artist	1233	47.41	74	74	57.00	46.00	40.00	50.00	86.00
AFRO COTTI/ACTT = trade test	2147	82.60	129	129	57.00	46.00	40.00	50.00	86.00
AFRO JUN/COTT = junior trade test	1501	57.74	90	90	57.00	46.00	40.00	50.00	86.00
AFRO QET/CE/SHUQ = no trade test	1494	57.45	90	90	57.00	46.00	40.00	50.00	86.00
AFRO REC = receptionist	1742	65.00	105	105	57.00	46.00	40.00	50.00	86.00
AFRO SHU = unqualified	1171	42.72	67	67	57.00	46.00	40.00	50.00	86.00
AFRO SHU qualified or mod 1	1312	50.45	79	79	57.00	46.00	40.00	50.00	86.00
AFRO GA = general assistant	1312	50.45	79	79	57.00	46.00	40.00	50.00	86.00

27

HAIRDRESSING & COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**ANNEXURE "B"****COUNCIL LEVY
(IN TERMS OF CLAUSE 29)****WITH EFFECT FROM 1st JANUARY 2010****1. THE COUNCIL LEVY WHICH MUST BE PAID TO THE COUNCIL IS AS FOLLOWS:**

EMPLOYEE JOB CATEGORY	EMPLOYEE PAYMENT	EMPLOYER PAYMENT
HAIRSTYLISTS BEAUTY CULTURISTS RECEPTIONIST SHAMPOOIST (Q)	R50.00	R50.00
GENERAL ASSISTANT LEARNER / APPRENTICE	R40.00	R40.00
SELF-EMPLOYED RENT-A-CHAIR	--	R65.00

HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

ANNEXURE "C"

SICK BENEFIT FUND

CONTRIBUTION SCHEDULE


*showing contribution levels
TO THE
SICK BENEFIT FUND
(IN TERMS OF CLAUSE 34)*

WITH EFFECT FROM 1st JANUARY 2010

EMPLOYEE CATEGORY		SCHEME "A"	SCHEME "B"			
			M	M+1	M+2	M+3
EMPLOYER – as a member	er	R95.00	R170	R308	R436	R575
QUALIFIEDS ACTT-AUQ-QET	ee	95.00	170	308	436	575
RECEPTIONIST	ee	95.00	170	308	436	575
BEAUTICIAN/ MANICURIST	ee	95.00	170	308	436	575
APPRENTICE Mod. 1 to 6 and LEARNER HAIRDRESSER	ee	95.00	170	308	436	575
EMPLOYER'S CONTRIBUTION	er	65.00	65	65	65	65
TRAINEE HAIRDRESSER 1	ee	86.00	165	300	430	570
SHAMPOOIST & GEN. ASSIST.	ee	86.00	165	300	430	570
EMPLOYER'S CONTRIBUTION	er	60.00	60	60	60	60

HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)**ANNEXURE "D"****PENSION FUND CONTRIBUTIONS
(IN TERMS OF CLAUSE 35)****WITH EFFECT FROM 1ST JANUARY 2010****PENSION FUND (CLAUSE 35)****THE CONTRIBUTION FOR THE PENSION FUND IS CALCUATED AT :**

EMPLOYEE	6% OF BASIC SALARY
EMPLOYER	6% OF EMPLOYEE'S BASIC

RETIREMENT ANNUITY (CLAUSE 36)**THE CONTRIBUTION FOR THE RETIREMENT ANNUITY IS CALCULATED AT:****8.75% of the SALARY OF THE QUALIFIED HAIRDRESSER**

HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)

30

ANNEXURE "E"

**"PERSONAL SERVICES COMMISSION"
(IN TERMS OF CLAUSE 10.5)****WITH EFFECT FROM 1ST JANUARY 2010**

THE PARTIES TO THE AGREEMENT HAVE RESOLVED THAT IN TERMS OF SECTION 35 OF THE BASIC CONDITIONS OF EMPLOYMENT ACT, ACT 75 OF 1997, A PERCENTAGE OF THE AVERAGE OF THE *PERSONAL SERVICES COMMISSION* SHALL BE PAID TO THE EMPLOYEE ACCORDING TO THE FOLLOWING STRUCTURES:

2010	ANNUAL LEAVE	25% OF THE AVERAGE <i>PSC</i> OVER THE PAST 12 MONTHS
2010	NOTICE PAY	25% OF THE AVERAGE <i>PSC</i> OVER THE PAST 12 MONTHS
2010	SEVERANCE PAY	25% OF THE AVERAGE <i>PSC</i> OVER THE PAST 12 MONTHS

