

No. R. 575

27 July 2012

**LABOUR RELATIONS ACT, 1995****HAIRDRESSING AND COSMETOLOGY TRADE BARGAINING COUNCIL: EXTENSION  
OF RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO  
NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Hairdressing and Cosmetology Bargaining Council 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 Industry, with effect from **6 August 2012** and for the period ending 31 December 2015.

**MN OLIPHANT  
MINISTER OF LABOUR**

## **SCHEDULE**

### **HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL KWAZULU-NATAL**

#### **RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the-

#### **Employers' Organisation for Hairdressing, Cosmetology & Beauty (EOHCB)**

(herein referred to as the "employers" or the employers' organisation) of the one part,

#### **UASA THE UNION**

(herein referred to as the "employees" or the trade union) of the one part, being parties to the Hairdressing and Cosmetology Bargaining Council KwaZulu-Natal

### **1. SCOPE OF APPLICATION.**

1.1 The terms of the agreement shall be observed in the Hairdressing & Cosmetology Trade;

- a) By all employers who are members of the employers organization and by all employees who are members of the trade union.
- b) In the magisterial districts of Durban, Inanda and Pinetown.

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 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 thereunder.

## **2. PERIOD OF OPERATION**

2.1 This agreement shall come into operation.

- a) In respect of parties on 1 January 2012.
- b) In respect of non parties on such a date as determined by the Minister.

2.2. This collective Agreement shall remain in force until 31 December 2015 unless amended.

## **2A SPECIAL PROVISIONS**

The provisions contained in clause 36 of the Agreement published under Government Notice No. R.1 of 8 January 2010 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees.

## **2B GENERAL PROVISIONS**

The provisions contained in clauses 4 to 35, 37, 38 and 39 of the Former Agreement shall apply to employers and employees.

## **3. EXCEPTIONS**

The provisions of this agreement do not apply to non-parties in respect of clauses 1(1), 2(1)(a) and 2A.

## **4. CLAUSE 4 OF THE FORMER AGREEMENT: REGISTRATION OF EMPLOYERS AND EMPLOYEES**

(1) **Substitute the following for clause 4.1**

"4.1. Every establishment engaged in the Hairdressing & Cosmetology Trade shall within one month from the start of the 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”.

**(2) Substitute the following for clause 4.2**

“4.2. Every employer/establishment in the Hairdressing and Cosmetology Trade shall within one month from the start of the business pay a registration fee to the council in terms of the following categories:

a) Caucasian Hairdressing Salon	R 150
b) Afro salon	R 150
c) Barber	R 150
d) Beauty parlours	R 150
e) Sub lease (rent a chair)	R 100
f) Self employed	R 100

4.2.1. The registration fee referred to above shall not be refundable.

4.2.2. All employers’ establishments already registered with the council shall pay an annual fee of R150 at the end of November of each year”.

**(3) Insert the following clause 4.3.3**

“4.3.3. All employers’ establishments who had paid a refundable registration deposit in terms of the previous Agreement may utilize the balance of their refundable deposit to offset any annual fee or to settle any outstanding account that may still be owed to the council”.

**(4) Substitute the following for clause 4.5**

“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 by-law has been complied with in accordance with the above, and such

sub-lessee shall pay a non-refundable registration fee of R 100.00 (One hundred) to the council, as specified in 4.2(f), above”.

**(5) Substitute the following for clause 4.6**

“4.6. Every non Hairstylist Salon owner (lessor) who sublets his premises to hairdressers (sub lessee) shall pay an annual registration fee of R1000 (one thousand rand) to the 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 hairstylist in the salon”.

**5. CLAUSE 5 OF THE FORMER AGREEMENT: CONTROL OF PREMISES.**

**Substitute the following for clause 5.4**

“5.4. No Employer may employ a person under the age of 15 years”.

**6. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE**

**(1) Substitute the following for clause 18.2**

“18.2 Annual leave shall not run concurrently with sick leave”.

**(2) Substitute the following for clause 18.8**

“18.8 If an employee’s salary is commission based only, leave pay must be calculated using basic salary as stipulated in the collective agreement and in addition to entitlement in terms of clause 18.2, the employer must pay the employee PSC calculated by taking 25% of the average PSC over the previous two leave months”.

**(3) Substitute the following for clause 18.9**

“18.9 In addition to leave entitlement in terms of clause 18.2, employees who earn commission after doubling their basic salary

shall be paid 25% of the average PSC calculated after basic salary is removed (deducted) from the total over the preceding twelve months”.

#### **7. CLAUSE 22 OF THE FORMER AGREEMENT: TERMINATION OF SERVICE**

##### **Substitute the following for clause 22.5**

“22.5. In addition to notice pay in terms of sub clause (3) above an employee who is on commission must also be paid 25% of the average PSC. The employee would have received in the period of notice so waived by the employer”.

#### **8. CLAUSE 23 OF THE FORMER AGREEMENT: RETRENCHMENT**

##### **Substitute the following for clause 23(6)**

“23.6 An employer must pay an employee who is dismissed for reasons based on the employer’s operational requirement, severance pay, equal to at least one week of the employee’s basic salary plus twenty five percent (25%) of the average of personal services commission earned over the preceding twelve months, for each completed year of service with the establishment”.

#### **9. CLAUSE 28 OF THE FORMER AGREEMENT: DESIGNATED AGENTS AND ENFORCEMENT OF COLLECTIVE AGREEMENT**

##### **Substitute the following for clause 28.8 (c)**

“28.8(c) Charging a party an arbitration fee of R 1 500.00”.

#### **10. CLAUSE 30 OF THE FORMER AGREEMENT: FAILURE TO MAKE PAYMENT TO COUNCIL**

##### **Insert the new sub clause 30.3**

“30.3 If any amount that falls due in terms of any clause or any other provision of this agreement is not paid in full to the council by the 7<sup>th</sup> of the month for which the amount is payable, the employer shall be charged and be liable to pay a penalty

calculated at the rate of 10% of the total amount that remains unpaid”.

## **11. CLAUSE 34 OF THE FORMER AGREEMENT: SICK BENEFIT FUND**

### **Substitute the following for clause 34.8**

“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 7<sup>th</sup> of the month following as provide for, then the employer shall be liable to pay an **interest** calculated in respect of the Prescribed Rate of Interest Act, 55 of 1975 on any contribution which remains unpaid”.

## **12. CLAUSE 35 OF THE FORMER AGREEMENT: PENSION FUND**

### **Substitute the following for clause 35.4**

“35.4 Membership of the pension fund shall be compulsory for all employees in the industry and those entering the industry, excluding casual employees who are employed in the Hairdressing & Cosmetology Trade KZN and who have not attained their 65<sup>th</sup> birthday, and it shall be compulsory to all employers to contribute to the pension fund of such employee, as stipulated by this agreement”.

## **13. CLAUSE 36 OF THE FORMER AGREEMENT: RETIREMENT ANNUITY FUND**

### **Substitute the following for clause 36.6**

“36.6 If any amount which falls due in terms of clause or in terms of any other provision of this agreement is not received in full by the Council by the 7<sup>th</sup> day of the following month, then the employer /member shall be liable to pay an interest calculated in respect of Prescribed Rate of Interest Act, 55 of 1975 on the amount which is due”.




## "ANNEXURE 'A' - SALARY SCHEDULE 2012

HAIRDRESSING & COSMETOLOGY BARGAINING  
COUNCIL (KZN)

	Minimum	Daily rate	PENSION		UNION	COUNCIL		SICK FUND	
	Basic Salaries	for sick leave	employer	employee	employee	employer	employee	employer	employee
BC/MC = beautician/manicurist	2274	87.46	136	136	68.00	50.00	50.00	65.00	95.00
COTT/ACTT = trade test	4022	154.69	241	241	68.00	50.00	50.00	65.00	95.00
JUNCOTT = junior trade test**	2811	108.12	169	169	68.00	50.00	50.00	65.00	95.00
QET/CE = no trade test	2796	107.54	168	168	68.00	50.00	50.00	65.00	95.00
REC = receptionist	3263	125.50	196	196	68.00	50.00	50.00	65.00	95.00
SHU=unqualified shampooist	2080	80.00	125	125	68.00	50.00	50.00	60.00	86.00
SH = shampooist qualified/GA	2457	94.50	147	147	68.00	50.00	50.00	60.00	86.00
GA = cleaner	1685	64.81	101	101	68.00	40.00	40.00	60.00	86.00
Learners part - time college									
UNIT STANDARD LEVELS FOR LEARNERS									
Commencement	1650	63.46	99	99	68.00	40.00	40.00	60.00	86.00
Unit Stand. Levels 1 - 5	1751	67.33	105	105	68.00	50.00	50.00	65.00	95.00
Unit Stand. Levels 6 - 10	1923	73.95	115	115	68.00	50.00	50.00	65.00	95.00
Unit Stand. Levels 11 - 15	2129	81.90	128	128	68.00	50.00	50.00	65.00	95.00
APPY -1	1967	75.65	118	118	68.00	40.00	40.00	60.00	86.00
APPY -2	2160	83.08	130	130	68.00	50.00	50.00	65.00	95.00
APPY -3	2392	92.00	144	144	68.00	50.00	50.00	65.00	95.00
Learners full - time college					68.00				
APPY-1 - 1ST SIX MONTHS	1967	75.65	118	118	68.00	40.00	40.00	60.00	86.00
APPY -2 - 2ND SIX MONTHS	2160	83.08	130	130	68.00	50.00	50.00	65.00	95.00
APPY -3 - 3RD SIX MONTHS	2257	86.81	135	135	68.00	50.00	50.00	65.00	95.00
AFRO									
AFRO BC/MC = beautician/manicurist	1385	50.27	78	78	68.00	40.00	40.00	65.00	95.00
AFRO COTT/ACTT = trade test	2413	87.54	137	137	68.00	40.00	40.00	65.00	95.00
AFRO JUN/COTT = junior trade test**	1686	61.19	95	95	68.00	40.00	40.00	65.00	95.00
AFRO QET/CE /AUQ= no trade test	1679	60.92	95	95	68.00	40.00	40.00	65.00	95.00
AFRO REC = receptionist	1958	71.04	111	111	68.00	40.00	40.00	65.00	95.00
AFRO SH/unqualified	1249	45.31	71	71	68.00	40.00	40.00	60.00	86.00
AFRO SH/qualified or mod 1	1474	53.50	83	83	68.00	40.00	40.00	60.00	86.00
AFRO GA = general assistant	1474	53.50	83	83	68.00	40.00	40.00	60.00	86.00"



Signed in Durban on this day 20th of February 2012

  
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S. Delpont  
Chairperson of the Council  
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T. Scott  
Deputy Chairperson of the Council  
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J. Mbatha  
Secretary of the Council