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Employer's Organisation for
Hairdressing • Cosmetology • Beauty

ADDING VALUE TO
YOUR BUSINESS

THE JOURNAL

Employment Management during
a Pandemic Guidelines

Dear EOHCB Member,

There is no doubt that the Covid-19 Virus pandemic has had catastrophic effects on our lives, but it also represents a phenomenal interruption in our workplaces and employment relationships. This is especially true of the Hairdressing and Beauty Industry, where we have had to weather an impossible storm to retrieve our ability to resume operations. This virus and its implications are likely to be with us for some time to come, and employers will need to be able to manage the road ahead to sustain their viability while simultaneously balancing the protection and well-being of their employees and clients.

Therefore, it comes as no surprise that employers and indeed, employees will have to adapt to the new norm to manage the workplace's needs to adjust to this or any other future extra-ordinary interruption that may occur.

Employment Dispensation is a system of revealed commands and promises to regulate human affairs/resources within an Organisation/Business.

The Tools that govern/manage Employment dispensation in the workplace are:

1. Contracts of employment.
2. Company Policies
3. Company Procedures
4. Company Code of Conduct

Due to the COVID-19 Pandemic, all these elements are required to change or be modified to suit the new "norm" governing the working relationship in the workplace. i.e. Identifying all possible risks (Social, Financial, Health) that may affect turnover and productivity negatively by transforming existing company structures for sustainable business.

The points below identify the areas that require transformation or modification.

Designing the New Employment Dispensation for Sustainable businesses

1. Amended Terms and Conditions for Contract of Employment.
2. Expanded and Updated Disciplinary Codes and procedures.
3. A performance Management system is the new normal. (Specifically, Remote work where appropriate)
4. Workplace protocol:
 - 4.1 COVID-19 Sustainability to return to work and reporting.
 - 4.2 COVID-19 testing, isolation and quarantine procedures.

Turning Challenges into Opportunities:

1. Problem:
 - 1.1 COVID-19 Pandemic.
 - 1.2 Lockdown Restrictions.
 - 1.3 Slackness of trade.
 - 1.4 High labour cost, not being able to afford normal Labour costs.
 - 1.5 Excess employees – i.e. potential retrenchments
2. Challenge:
 - 2.1 To resume operations, taking into account changed working hours/shift work
 - 2.2 To increase production.
 - 2.3 The need to reduce the wage bill.
 - 2.4 The need to address low morale and mistrust from employees
3. Opportunity:
 - 3.1 Remove costly historical benefits, to be done in a fair process and in the best interest for both parties.
 - 3.2 The equalisation and standardisation of terms and conditions of employment.
 - 3.3 Workforce proportional to capacity example: excess staff and operational need.

3.4 Flexible staffing solutions – i.e. working from home where appropriate.

Adapting to the New Normal

1. Determine Operational need and staff budget, develop an organogram for staffing requirements.
2. Identify fluctuating departments/functions.
3. Investigate flexible staffing solutions (FTC, Outsource, ID)
4. Restructure, Revise and if necessary, retrench
Consult with employees.
Reduce employee benefits.
Introduce alternative terms and conditions based on BCEA.
Restructure policies and obligations.

Change required for sustainability:

Revised Employee Terms and Conditions:

1. Reduced benefits.
2. Reduced salary.
3. Basic/minimum terms and conditions.
4. Short time/ lay off clause.
5. No work no pay principle.
6. Force majeure clause.
7. Health and safety undertakings.

These new terms can be introduced either by agreement with the Employee or as a reasonable alternative to avoid retrenchment (section 189 of the LRA)

Critical Clauses for Contracts

Addendum to current Contracts of employment:

1. The Employee is aware of, understands and accepts that the employment relationship in the disruptive environment of the 4IR (4th Industrial Revolution) and COVID-19 mean that permanent appointment does not translate into guaranteed work and/or hours of work and as such an Employer reserves the right to adjust remuneration and other non-statutory benefits at any point at its discretion by providing reasonable notice in respect thereof.
2. Further to the above the Employee accepts and agrees that the Employee's scope of work can be subject to reasonable change as the requirements of the Company change from time to time and the company shall provide reasonable notice of such change.
3. Short time/ Layoff, a temporary reduction in the number of ordinary hours of work.
4. No work, no pay.
5. Supervening impossibility/Force Majeure is an act of God on a man that is unforeseen and unforeseeable and out of the reasonable control of one or both of the parties to the contract, and which makes it objectively impossible for one or both of the parties to perform their obligations under the contract.

Positive undertakings required:

Health and Safety clauses, these undertakings should be introduced by either a contract or policy

The Employee undertakes, agrees to:

1. Abide by the Health and Safety Protocols introduced by the Employer and Government in response to COVID-19.
2. To report any unsafe and/or unhealthy practices at the workplace in terms of the OHS Act.
3. Complete a voluntary self-declaration of any comorbidities or medical conditions that may result in complications in the event that the Employee is infected with COVID-19. The Employee understands that it is his/her obligation to disclose such details and thereafter to cooperate with the employer in determining reasonable responses to accommodate the Employee. This may include requesting the Employee to obtain a medical practitioner's opinion that would assist in this regard.
4. The Employee has to disclose immediately should they experience any symptoms relating to COVID-19 and/or inform the employer if they have been in close contact with a person that

tested positive for COVID-19 and/or is being tested for COVID-19 in accordance with workplace protocol.

5. Co-operate with all internal investigations relating to the containment of COVID-19 and Health and safety gaps.
6. Provided that legislation permits or requires the testing of an Employee, or the testing of an Employee is justifiable in the light of medical facts, employment conditions, social policy, fair distribution of employee benefits or the inherent requirements of the Employee's position, the Employee agrees to undergo medical testing when required by the employer. This can take place before or during the employment period.
7. The Employee agrees to any testing for COVID-19 and/or for the purpose of applying rules, policies which are not discriminatory of nature and is allowed for by law, such as, but not limited to:
 - 7.1.1 Blood, urine or breathalyser test.
 - 7.1.2 Fingerprint examination.
 - 7.1.3 Medical testing, excluding testing prohibited by the Employment Equity Act of 1988.
8. The Employee accepts and understands that breach of health and safety regulations are a serious transgression that may result in a dismissal and/or imprisonment and/or fine.

Internal Policy Amendments, revise policies to include requirements specific to COVID-19

1. Health and Safety.
2. Substance use/abuse.
3. Remuneration Policy.
4. Sick leave Policy.
5. Protocols for Deliveries and attending client sites.
6. Remote work policy (where applicable).
7. Tools and Equipment Policy.

Implementation of Addendum to current contract of employment:

1. Referencing the contract of employment.
2. Proper explanation for the intended change/reduction.
3. If applicable, it is recorded that the contracts of employment give the company the rights to vary.
4. Long-term benefits of addendum/changes to employment agreement for all are explained.
5. Employees are advised of the intention to implement but inviting them to make written submission which they may wish to make.
6. Informing employees that any submissions will be considered and a decision communicated, in writing, thereafter.

How to implement Addendum to Contract of Employment:

1. In person/ Face to face
2. In writing
3. Video Conference
4. Telephonically

Unilateral changes to Terms and Conditions of Employment

Changes to terms and conditions of employment cannot be made without prior consultation with the employee/s and the employee/s agreement obtained.

Disciplinary Codes and Policies

Disciplinary codes are put in place to regulate standards of conduct and behaviour of an employee by informing them of consequences of any unacceptable behaviour and/or act/omission that is not in accordance with workplace codes and policies, therefore it is necessary to amend the Disciplinary Codes and Policies and inform all employees.

Disciplinary Policies will need to make provision for the following to ensure flexibility:

1. Alternatives to in person/ face to face hearings.

2. Remove appeal processes.
3. Rules for hearings held via Video conference.
4. Simple Hearings to be conducted in writing.

Disciplinary Hearings in person/face to face:

1. No mask, no entry; make provision for extra face mask should it be required.
2. Social distancing 1.5 meters apart.
3. All parties to receive their own documents.
4. Hand Sanitizer to be available.
5. Screening of all parties before entering the room.
6. In disciplinary notice make provision for objection to in person/face to face hearing.
7. Set limit for minimum and maximum persons allowed at a time.

Disciplinary Hearings via Video Conference:

1. Eliminate ambient noise or external factors which interferes with the audio quality.
2. Microphones to be muted when not speaking.
3. Chairperson is in control of the hearing and shall invite parties to speak.
4. Parties shall remain in the hearing and may only leave when proceedings have been concluded.
5. Chairperson to give directions as to recording of the proceedings.
6. Where the Chairperson is not the host, and unable to record the proceedings, the party hosting the video conference must record the proceedings and submit the audio file immediately upon the close of the hearing to the chairperson.
7. A signed statement of confirmation that the recording has not been tampered with accompany the recording.

For assistance with the implementation of the above guidelines, contact your EOHCB representative.

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