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[No. 5786

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2180

28 October 1977

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, DURBAN

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1980, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2) (c), 15 (2) and (3), 18, 19 and 20, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the municipal area of Durban; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the municipal area of Durban and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2) (c), 15 (2) and (3), 18, 19 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

65598—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2180

28 Oktober 1977

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF, DURBAN

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op Haarkappersbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (c), 15 (2) en (3), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Durban; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (c), 15 (2) en (3), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1980 eindig, in die munisipale gebied van Durban *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5786—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, DURBAN

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between the

Natal Hairdressing Employers' Organisation

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

The South African Hairdressers' Employees' Industrial Union (Natal Branch)

(hereinafter referred to as the "employees" or "trade union"), of the other part,

being the parties to the Industrial Council for the Hairdressing Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Hairdressing Trade in the municipal area of Durban by all employers and employees who are members of the employers' organisation and the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4: Provided that the Agreement shall, however, apply in respect of apprentices but only in so far as it is not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into thereunder or any notice published under section 16 or 17 thereof.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956 (Act 28 of 1956);

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944; and includes a minor employed on probation under that Act;

"casual employee" means a hairdresser (male or female) who is employed by the same employer for not more than two days in any one week;

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing, and/or any other form of clerical work and includes a receptionist and/or cashier and/or telephonist and/or sales assistant;

"clerical employee, female, qualified" means a clerical employee who has not less than six months' experience as such;

"clerical employee, female, unqualified" means a female clerical employee who has had less than six months' experience as such;

"Council" means the Industrial Council for the Hairdressing Trade, Durban, registered in terms of section 19 of the Industrial Conciliation Act of 1956;

"establishment" means any premises in which toilet services are rendered exclusively to White persons;

"experience" means, in relation to a clerical employee, the total period or periods of employment which an employee has had in the following occupations, viz., writing and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant;

"general assistant" means an employee who is engaged in any one or more of the following operations:

- (a) Carrying, lifting or moving;
- (b) cleaning, sweeping, or washing premises or utensils, receptacles, furniture, shoes, or other articles;
- (c) delivering letters, messages or goods on foot or by means of any hand or foot propelled vehicle;
- (d) making tea or any similar beverages;
- (e) washing or ironing towels or overalls or other protective clothing;

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
DURBAN

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, aangegaan deur die

Natal Hairdressing Employers' Organisation

(hierna die "werkgewers" of "werkgewersorganisasie" genoem), aan die een kant, en

The South African Hairdressers' Employees' Industrial Union (Natal Branch)

(hierna die "werknemers" of "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Haarkappersbedryf in die munisipale gebied van Durban deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word: Met dien verstande egter dat die Ooreenkoms op vakleerlinge van toepassing is, maar slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of 'n kontrak daarkragtens aangegaan, of 'n kennisgewing ingevolge artikel 16 of 17 daarvan gepubliseer.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; waar daar van 'n wet of ordonnansie melding gemaak word, omvat dit alle wysigings van sodanige wet of ordonnansie, en tensy die teenoorgestelde bedoeling bly, omvat woorde wat die manlike geslag aandui, ook vroue, voorts, tensy onbestaanbaar met die samehang, bereken—

"Wet" die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956);

"vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is; en sluit dit minderjariges in wat ingevolge genoemde Wet op proef aangestel is;

"loswerknemer" 'n haarkapper of haarkapster wat hoogstens twee dae per week by dieselfde werkgewer in diens is;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit 'n ontvangsklerk en/of kassier en/of telefonis en/of verkoopsassistent;

"klerk, vrou, gekwalifiseer," 'n klerk met minstens ses maande ondervinding as sodanig;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as ses maande ondervinding as sodanig;

"Raad" die Nywerheidsraad vir die Haarkappersbedryf, Durban, geregistreer ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" enige perseel waar toilet dienste uitsluitlik aan Blankes gelewer word;

"ondervinding", met betrekking tot 'n klerk, die totale tydperk of tydperke wat 'n werknemer in die volgende beroepe werkzaam was, nl. skryf- en/of tik- en/of enige ander vorm van klerklike werk en/of ontvangsdame en/of kassier en/of telefonis en/of verkoopsassistent;

"algemene assistent" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Dra, ophig of verskuif;
- (b) persele of gerei, houers, meubels, skoene of ander artikels skoonmaak, vee of was;
- (c) briewe, boodskappe of goedere te voet of met behulp van 'n hand- of voertuig aflewer;
- (d) tee of dergelike drankte maak;
- (e) handdoeke of oorpakke of ander beskermende klere was of stryk;

"hairdresser" means an employee other than a manicurist or shampoo employee, a minor referred to in clause 4 (1) (c) or an apprentice indentured under the Apprenticeship Act, 1944, who performs one or more of the operations as defined under "toilet services" in these definitions, and who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1944;

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, water-waving, and permanent waving; and in the gentlemen's trade in accordance with the curriculum laid down by the Council;

(c) hold a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other body which, in the opinion of the Council, is competent to issue such a certificate; or

(d) has passed a qualifying trade test in terms of section 7 of the Training of Artisans Act, Act 38 of 1951, or holds a certificate of proficiency issued in terms of section 6 of the said Act;

"Hairdressing Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment;

"manicurist/shampoo employee" means an employee, other than a hairdresser, of the age of 21 years or over engaged on manicuring clients and who may in addition perform one or more of the following operations:

Shampooing; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying rinses or colour; placing clients under driers and taking clients out from under driers; blowing without the use of brush or comb;

"manicurist/shampoo employee, qualified," means a manicurist/shampoo employee who has had not less than six months' experience;

"manicurist/shampoo employee, unqualified," means a manicurist/shampoo employee who has had less than six months' experience;

"shampoo employee" means an employee, of the age of 21 years or over, engaged on one or more of the following operations:

Shampooing; removing pins, veils, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying rinses or colour; placing clients under driers and taking clients out from under driers; blowing without the use of brush or comb;

"shampoo employee, qualified," means a shampoo employee who has had not less than six months' experience;

"shampoo employee, unqualified," means a shampoo employee who has had less than six months' experience;

"toilet services" means the following operations:

(a) Hairdressing, haircutting, shaving, curling, singeing, shampooing, bleaching, dyeing, colouring, tinting, styling, permanent waving, Marcel, water waving, blow waving or any other treatment of the hair of the head or the face; or

(b) the massage or other stimulative treatment of the face, scalp or neck; or

(c) manicuring, eyebrow plucking, board work, and trichological treatment, whether or not any apparatus, appliance or substance is used in any of these operations;

"gentlemen's trade" means the branch of the Hairdressing Trade in which toilet services, as herein defined, are rendered to male persons;

"ladies' trade" means the branch of the Hairdressing Trade in which toilet services, as herein defined, are rendered to female persons;

"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for training an employee in any one or both sections of the Hairdressing Trade;

"working employer" means an employer or any partner in a partnership who himself performs work similar to that carried out by any of his employees;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6 (1): Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount.

"haarkapper" 'n werknemer, uitgesonderd 'n manikuris of sjampoewerker, 'n minderjarige in klousule 4 (1) (c) vermeld of 'n vakleerling ingeboek kragtens die Wet op Vakleerlinge, 1944, wat een of meer van die werksaamhede omskryf onder "toilet-dienste" in hierdie woordomskrivings verrig en wat—

(a) 'n leerlingkontrak ingevolge die Wet op Vakleerlinge, 1944, uitgedien het;

(b) die Raad deur middel van 'n eksamen of op 'n ander wyse oortuig van sy vaardigheid, in die damesbedryf, in knip, watergolwing en vasgolwing; en, in die mansbedryf, ooreenkomstig die leergang wat voorgeskryf is deur die Raad;

(c) in besit is van 'n vaardigheidsertifikaat uitgereik deur nywerheidsraad vir die Haarkappersbedryf of 'n ander liggaam wat na die Raad se mening bevoeg is om so 'n sertifikaat uit te reik; of

(d) in 'n kwalifiserende vakttoets ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne, Wet 38 van 1951, geslaag het of in besit is van 'n vaardigheidsertifikaat uitgereik ingevolge artikel 6 van genoemde Wet;

"Haarkappersbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is ten einde toilet dienste in 'n bedryfsinrigting te lewer;

"manikuris/sjampoewerknemer" 'n werknemer, uitgesonderd 'n haarkapper, 21 jaar of ouer, wat kliënte manikuur en bykomend een of meer van die volgende werksaamhede verrig:

Sjampoewerk; sluiers, spelde, rollers, knippe en enige ander sethulpmiddels verwyder; kliënte voorberei vir opkikking of bobleiking; spoelmiddels of kleur aanwend; kliënte onder droërs plaas en kliënte van onder droërs uitneem; hare droogblaas sonder die gebruik van 'n borsel of kam;

"manikuris/sjampoewerknemer, gekwalifiseer," 'n manikuris of sjampoewerknemer met minstens ses maande ondervinding;

"manikuris/sjampoewerknemer, ongekwalifiseer," 'n manikuris of sjampoewerknemer met minder as ses maande ondervinding;

"sjampoewerknemer" 'n werknemer, 21 jaar of ouer, wat een of meer van die volgende werksaamhede verrig:

Sjampoewerk; spelde, sluiers, rollers, knippe en enige ander sethulpmiddels verwyder; kliënte voorberei vir opkikking of bobleiking; spoelmiddels of kleur aanwend; kliënte onder droërs plaas en kliënte van onder droërs uitneem; hare droogblaas sonder die gebruik van 'n borsel of kam;

"sjampoewerknemer, gekwalifiseer," 'n sjampoewerknemer met minstens ses maande ondervinding;

"sjampoewerknemer, ongekwalifiseer," 'n sjampoewerknemer met minder as ses maande ondervinding;

"toilet dienste" die volgende werksaamhede:

(a) Hare kap, knip, skeer, krul, skroei, sjampoe, bleik, kleur, tint, stileer, vasgolf, Marcel-, watergolf, blaasgolf of enige ander behandeling van die hare van die kop of gesig; of

(b) die massering of ander stimulerende behandeling van die gesig, kopvel of nek; of

(c) manikuurwerk, wenkbroupluk, bordwerk of haarkundige behandeling, afgesien daarvan of apparaat, toestel of middels by engeen van hierdie werksaamhede gebruik word of nie;

"mansbedryf" die tak van die Haarkappersbedryf waarin toilet dienste, soos hierin omskryf, aan mans gelever word;

"damesbedryf" die tak van die Haarkappersbedryf waarin toilet dienste, soos hierin omskryf, aan vroue gelever word;

"premie", sonder om die gewone betekenis van die uitdrukking enigins te beperk, vergoeding van welke aard ook al, wat as beloning vir opleiding van 'n werknemer in een van of albei afdelings van die Haarkappersbedryf gegee word;

"werkende werkgewer" 'n werkgewer of vennoot in 'n vennootskap wat self verrig soortgelyk aan dié wat engeen van sy werknemers verrig;

"loon" die bedrag betaalbaar aan 'n werknemer ingevolge klousule 4 (1) vir sy gewone werkure soos voorgeskryf in klousule 6 (1): Met dien verstande dat as 'n werkgewer 'n werknemer gereeld vir sodanige werkure 'n hoër bedrag betaal as dié voorgeskryf in klousule 4 (1), dit sodanige hoër bedrag beteken.

4. WAGES

(1) Subject to the provisions of subclause (2) of this clause, no employer shall pay, and no employee shall accept wages at rates lower than the following:

Per month
R

(a) Gentlemen's Trade (male or female):

(i) Hairdressers (R54 per week).....	234,00
(ii) Manicurist/Shampoo employee, qualified.....	87,50
Manicurist/Shampoo employee, unqualified.....	71,25
Shampoo employee, qualified.....	87,50
Shampoo employee, unqualified.....	71,25

Plus an attendance bonus in terms of subclause (8)

Per day

(iii) Casual employee.....	R 9,85
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(b) Ladies' Trade:

Per month

(i) Hairdressers (male)—	R
first year after qualifying.....	168,75
thereafter.....	189,00
(ii) Hairdressers (female)—	
first year after qualifying.....	121,50
thereafter.....	141,75
(iii) Manicurist/Shampoo employee, qualified.....	87,50
Manicurist/Shampoo employee, unqualified.....	71,25
Shampoo employee, qualified.....	87,50
Shampoo employee, unqualified.....	71,25

Plus an attendance bonus in terms of subclause (8)

Per day

(iv) Casual employee (male).....	R 8,10
Casual employee (female).....	6,48

(c) Minors employed in the trade of ladies' and/or gentlemen's hairdressers, during the period they may be so employed in terms of the Apprenticeship Act, 1944, without a contract of apprenticeship: Same as the wage laid down for first year apprentices.

(d) General assistant:

Per week

(i) Female—	R
during the first year of operation of this Agreement.....	14,00
during the second year of operation of this Agreement.....	14,80
thereafter.....	15,60
(ii) Male of the age of 18 years and over—	
during the first year of operation of this Agreement.....	18,00
during the second year of operation of this Agreement.....	19,00
thereafter.....	20,00

(iii) Male under the age of 18 years—

during the first year of operation of this Agreement.....	13,30
during the second year of operation of this Agreement.....	14,10
thereafter.....	14,90

(e) Clerical employees:

Per month

Clerical employee, female, unqualified—	R
(i) during first year of experience.....	81,00
(ii) during second year of experience.....	94,50
Clerical employee, female, qualified.....	108,00

(2) An employee who during any week is engaged in both the gentlemen's and ladies' trade shall for the whole of that week be paid the wages prescribed in subclause (1) (a) or (b) of this clause whichever is the higher.

(3) An employer and/or an employee shall not accept a premium for the training of any person as a hairdresser: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a hairdresser as defined under clause 3 or is a minor such as is referred to in clause 4 (1) (c) or an apprentice.

(5) Nothing contained in this clause shall operate to permit of a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while he remains in the employ of the same employer.

(6) An employer shall not employ any person under the age of fifteen (15) years.

(7) Casual employees shall be employed only to replace employees or working employers or partners who are temporarily absent on sick or on occasional leave.

4. LONE

(1) Behoudens subklousule (2) van hierdie klousule, mag geen laer lone as die volgende deur 'n werkgever betaal c deur 'n werknemer aangeneem word nie:

Per maand
R

(a) Mansbedryf (manlik of vroulik):

(i) Haarkappers (R54 per week).....	234,00
(ii) Manikuris/Sjampoewerknemer, gekwalifiseer....	87,50
Manikuris/Sjampoewerknemer, ongekwalifiseer.....	71,25
Sjampoewerknemer, gekwalifiseer.....	87,50
Sjampoewerknemer, ongekwalifiseer.....	71,25

Plus 'n bywoningsbonus kragtens subklousule (8)

Per dag

(iii) Los werknemer.....	R 9,85
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(b) Damesbedryf:

Per maand

(i) Haarkappers—	R
vir die eerste jaar na hy gekwalifiseer het.....	168,75
daarna.....	189,00
(ii) Haarkapsters—	
vir die eerste jaar na sy gekwalifiseer het.....	121,50
daarna.....	141,75
(iii) Manikuris/Sjampoewerknemer, gekwalifiseer....	87,50
Manikuris/Sjampoewerknemer, ongekwalifiseer.....	71,25
Sjampoewerknemer, gekwalifiseer.....	87,50
Sjampoewerknemer, ongekwalifiseer.....	71,25

Plus 'n bywoningsbonus kragtens subklousule (8)

Per dag

(iv) Los werknemer (man).....	R 8,10
Los werknemer (vrou).....	6,48

(c) Minderjarige in diens in die bedryf van dames- en/of mans-haarkappers, gedurende die tydperk waarin hulle aldus ingevolge die Wet op Vakleerlinge, 1944, sonder 'n leerlingskontrak in diens mag wees: Dieselfde as die loon vasgestel vir eerstejaar-vakleerlinge.

(d) Algemene assistente:

Per week

(i) Vrou—	R
gedurende die eerste jaar van dié Ooreenkoms.....	14,00
gedurende die tweede jaar van dié Ooreenkoms.....	14,80
daarna.....	15,60
(ii) Man, 18 jaar of ouer—	
gedurende die eerste jaar van dié Ooreenkoms.....	18,00
gedurende die tweede jaar van dié Ooreenkoms.....	19,00
daarna.....	20,00
(iii) Man, onder 18 jaar—	
gedurende die eerste jaar van dié Ooreenkoms.....	13,30
gedurende die tweede jaar van dié Ooreenkoms.....	14,10
daarna.....	14,90

(e) Klerk:

Per maand

Klerk, vrou, ongekwalifiseer—	R
(i) gedurende eerste jaar ondervinding.....	81,00
(ii) gedurende tweede jaar ondervinding.....	94,50
Klerk, vrou, gekwalifiseer.....	108,00

(2) 'n Werknemer wat gedurende een week in sowel die mans- as damesbedryf werk, moet vir daardie hele week die lone, voorgeskryf in subklousule (1) (a) of (b) van hierdie klousule, betaal word, naamlik die hoogste bedrag.

(3) 'n Werkgever en/of werknemer mag nie 'n premie vir die opleiding van 'n persoon as haarkapper aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van 'n opleidingskema waartoe 'n werkgever regtens moet bydra nie.

(4) 'n Werkgever mag niemand as haarkapper of haarkapster in diens neem nie, tensy so 'n persoon 'n haarkapper is soos omskryf in klousule 3 of 'n minderjarige soos vermeld in klousule 4 (1) (c) of 'n vakleerling is.

(5) Geen bepaling van hierdie klousule mag die uitwerking hê dat die loon wat 'n werknemer op die datum van inwerking-treding van hierdie Ooreenkoms ontvang verminder word terwyl hy by dieselfde werkgever in diens bly nie.

(6) 'n Werkgever mag niemand onder die ouderdom van vyftien (15) jaar in diens neem nie.

(7) Los werknemers mag slegs in diens geneem word om werknemers of werkende werkgevers of vennote te vervang wat tydelik met siekte- of geleentheidsverlof afwesig is.

(8) An employee for whom wages are prescribed in subclause (1) (a) (ii) and subclause (1) (b) (iii) shall, over and above the wages therein prescribed, be paid by the employer an attendance bonus of R5 per month, for every month during which the employee was not absent from work.

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

(1) Wages shall be paid weekly or monthly, as the case may be, unless the contract of service of an employee is terminated before the usual pay-day, when wages shall be paid immediately on such termination. The wages due shall be placed in a sealed envelope, upon which shall be inscribed the full name of the employee, the period for which the particular payment is made, any deductions made in terms of this Agreement, and the amount contained in the envelope. A casual employee shall be paid the remuneration due to him upon termination of each contract of employment.

(2) No deduction of any description other than the following may be made from the amount due to an employee:

(a) Save as provided in clause 7 where an employee is absent from work other than on the instructions or at the request of his employer, a pro rata amount for the period of such absence;

(b) contributions to Council funds in terms of clause 15 of this Agreement;

(c) subscriptions to S.A. Hairdressers' Employees' Industrial Union (Natal Branch) in terms of clause 15 (2) of this Agreement;

(d) contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 24 of this Agreement;

(e) deductions for Unemployment Insurance Fund contributions or any other amount which an employer is legally or by order of any competent court required or permitted to make.

(3) Wages due in terms of clause 4, and any remuneration due to an employee on a weekly contract of employment shall be paid not later than 12h30 on Saturday of each and every week during the month: Provided that where Saturday is a public holiday payment shall be made on the previous business day not later than 17h00.

When an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement not later than 17h00 on the last day of each and every month and not later than 12h30 in the event of such last day being a Saturday: Provided that should such last day of that particular month be other than a business day such wages shall be paid not later than 17h00 on the business day preceding such day: Provided further that should such business day be a Saturday, then not later than 12h30.

(4) Payment of wages shall be made at the place where the employee is actually engaged or employed at the time of payment of the wages.

6. HOURS OF WORK

(1) No employee shall work nor shall an employer require or permit an employee to work for more than 46 hours during any week of six working days.

The working days shall be in accordance with the commencing and termination time as laid down in the Schedule hereunder, with a break of one hour for lunch to be taken between 11h30 and 14h30 on Mondays to Fridays (inclusive): Provided that an employer shall not require or permit an employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work.

Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.

SCHEDULE

	From	To
Gentlemen's trade:		
Mondays and Fridays.....	07h30	17h00
Tuesdays, Wednesdays, Thursdays.....	08h00	17h00
Saturdays.....	07h30	12h30
Ladies' trade:		
Mondays.....	07h30	16h30
Tuesdays.....	08h00	15h45
Wednesdays.....	07h30	16h30
Thursdays.....	07h30	16h30
Fridays.....	07h00	17h45
Saturdays.....	07h00	13h00

General assistants shall not be required or permitted to work for more than 8½ hours per day on Mondays to Fridays (inclusive) spread over 10½ hours per day, and 4½ hours on Saturdays.

(8) 'n Werknemer vir wie lone in subklousule (1) (a) (ii) en subklousule (1) (b) (iii) voorgeskryf is, moet, bo en behalwe die lone daarin voorgeskryf, 'n bywoningsbonus van R5 per maand vir elke maand waartydens hy nie van sy werk afwesig was nie deur die werkgever betaal word.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Lone moet weekliks of maandeliks, na gelang van die geval, betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word, en dan moet lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde lone moet in 'n verseëelde koevert geplaas word waarop die volgende vermeld moet word: Die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling geskied, alle bedrae kragtens hierdie Ooreenkoms afgetrek en die bedrag in die koevert. 'n Los werknemer moet die besoldiging wat aan hom verskuldig is, by beëindiging van elke dienskontrak betaal word.

(2) Geen bedrae hoegenaamd, uitgesonderd die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Behoudens klousule 7, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(b) bydraes tot die fondse van die Raad ingevolge klousule 15 van hierdie Ooreenkoms;

(c) ledegeld vir S.A. Hairdressers' Employees' Industrial Union (Natal Branch) ingevolge klousule 15 (2) van hierdie Ooreenkoms;

(d) bydraes tot die Siektebystandsfonds vir die Haarkappers-bedryf ingevolge klousule 24 van hierdie Ooreenkoms;

(e) aftrekkings vir Werkloosheidsversekeringsfondsbydraes of enige ander bedrag wat 'n werkgever ingevolge 'n wet of 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek.

(3) Lone verskuldig ingevolge klousule 4 en alle besoldiging verskuldig aan 'n werknemer met 'n weeklikse dienskontrak moet uiterlik om 12h30 op die Saterdag van elke week gedurende die maand betaal word: Met dien verstande dat waar Saterdag 'n openbare vakansiedag is, betaling uiterlik om 17h00 op die vorige besigheidsdag moet geskied.

Alle besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer met 'n maandelikse dienskontrak verskuldig is, moet uiterlik om 17h00 op die laaste dag van elke maand en, as die laaste dag op 'n Saterdag val, uiterlik om 12h30 aan hom betaal word: Met dien verstande dat as sodanige laaste dag van daardie bepaalde maand nie 'n besigheidsdag is nie, sodanige loon uiterlik om 17h00 op die besigheidsdag voor sodanige dag betaal moet word: Voorts met dien verstande dat as sodanige besigheidsdag 'n Saterdag is, betaling uiterlik om 12h30 moet geskied.

(4) Lone moet betaal word op die plek waar die werknemer werklik in diens of werksaam is wanneer die lone betaal word.

6. WERKURE

(1) Geen werknemer mag langer as 46 uur gedurende 'n week van ses werkdag werk nie, en geen werkgever mag van 'n werknemer vereis of hom toelaat om langer as dit te werk nie.

Die werkdag moet in ooreenstemming wees met die begin- en ophoutyd soos hieronder in die Bylae voorgeskryf, met 'n etenspouse van een uur wat tussen 11h30 en 14h30 van Maandag tot en met Vrydag geneem moet word: Met dien verstande dat 'n werkgever nie van 'n werknemer mag vereis of hom mag toelaat om langer as vyf uur ononderbroke op 'n dag te werk nie sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en so 'n pouse word nie geag deel van die gewone werkure uit te maak nie.

Alle werktydperke wat deur pouses van minder as een uur onderbreek word, word geag aaneenlopend te wees.

BYLAE

	Van	Tot
Mansbedryf:		
Maandae en Vrydae.....	07h30	17h00
Dinsdae, Woensdae, Donderdae.....	08h00	17h00
Saterdag.....	07h30	12h30
Damesbedryf:		
Maandae.....	07h30	16h30
Dinsdae.....	08h00	15h45
Woensdae.....	07h30	16h30
Donderdae.....	07h30	16h30
Vrydae.....	07h00	17h45
Saterdag.....	07h00	13h00

Daar mag nie van algemene assistente vereis of hulle mag nie toegelaat word om langer as 8½ uur per dag van Maandag tot en met Vrydag, versprei oor 10½ uur per dag, en 4½ uur op Saterdag, te werk nie.

(2) *Hours of work to be consecutive.*—All hours of work of an employee shall be consecutive except for meal hours.

(3) *Prohibition of overtime.*—An employee shall not be permitted or required to work in excess of the number of hours prescribed in subclause (1): Provided, however, if a mechanical, electrical or technical fault should occur, then a period of not more than 20 minutes may be worked after normal closing hours.

(4) Employers shall not be entitled to keep their premises open outside of the hours laid down in clause 21 of this Agreement save and except for the purpose of airing their premises.

(5) Establishments shall be closed on the Saturday following Good Friday and Christmas Day, when Christmas falls on a Thursday.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Each employee, except casual employees, shall be entitled to and be granted and shall take leave on full pay on all public holidays.

(2) (a) Each employee, except casual employees, shall be granted in each year of service with the same employer three weeks' leave of absence on full pay, calculated at the weekly wage the employee was receiving the week prior to proceeding on such leave. The three weeks, which may be taken either consecutively or, at the written request of the employee, in two separate periods of two consecutive weeks and one week only, shall include 18 working days and whenever a public holiday falls within the period of leave in terms hereof, such holiday shall be added to the said period of leave of absence on full pay.

(b) The total period of annual leave in terms of paragraph (a) when taken in two separate periods, shall be taken within six months of its falling due, by mutual arrangement between the employer and employee.

(3) Annual leave in terms of subclause (2) shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in any case be granted by the employer and taken by the employee so as to commence within two months of it falling due.

(4) Whenever an employee has completed one year of service with the same employer and the employer or employee desires to terminate the said employment before the employee has taken leave in terms of subclause (2), the said employee shall be granted and shall take his leave before notice of termination of employment is given. Payment for such leave shall not include any pro rata amount of leave pay in respect of leave which had accrued to the said employee *mutatis mutandis* in terms of subclause (5) in respect of service with the same employer after the employee's leave in terms of subclause (2) became due. Such pro rata leave shall *mutatis mutandis* be paid to the Council in terms of subclause (6) hereof.

(5) When an employee's employment is terminated before the completion of a year's service, but after the completion of one month's service the employee shall be entitled to one-seventeenth of a week's wages which he was receiving when his employment was terminated for each completed week of employment in the uncompleted year.

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of subclause (2) or his services shall be terminated, as the case may be, and shall remit to the Council at the same time the leave pay, if any, due to the employee in each instance. Such notification and remittance to reach the Secretary of the Council at least seven days before the date when leave in terms of subclause (2) commences, or within the seven days after the termination of employment, as the case may be. When an employee is to take his leave as prescribed in terms of subclause (2), the leave pay remitted to the Council shall be paid over to him forthwith, but where the employee's employment has been terminated, the pro rata leave pay remitted to the Council shall be retained by the Council until such time as the employee has completed in the aggregate a year of service in the Hairdressing Trade, covered by this Agreement.

When the employee has completed a year of service in the aggregate in the said Hairdressing Trade, he shall thereupon be required to take leave in terms of subclause (2) and his employer shall be required to grant him such leave within two months of it falling due in terms hereof and the employer shall pay to the Council one-seventeenth of the weekly wage that the employee was receiving immediately prior to proceeding on leave for each completed week of employment with the said

(2) *Werkure moet agtereenvolgend wees.*—Afgesien van etenspouses, moet alle werkure van 'n werknemer agtereenvolgend wees.

(3) *Verbod op oortyd.*—Daar mag nie van 'n werknemer vereis of hy mag nie toegelaat word om langer as die getal ure voorgeskryf in subklousule (1) te werk nie: Met dien verstande egter dat as 'n meganiese, elektriese of tegniese fout voorkom, 'n tydperk van hoogstens 20 minute ná gewone sluitingsure gewerk kan word.

(4) Werkgewers mag nie hul persele oophou buite die ure in klousule 21 van hierdie Ooreenkoms voorgeskryf nie, behalwe vir ventilasiedoeleindes.

(5) Bedryfsinrigtings moet gesluit wees op die Saterdag wat volg op Goeie Vrydag en Kersdag, waar Kersdag op 'n Donderdag val.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle betaling op alle openbare vakansiedae, en sodanige verlof moet aan hom toegestaan word en hy moet dit neem.

(2) (a) Elke werknemer, uitgesonderd los werknemers, moet in elke jaar diens by dieselfde werkgever drie weke afwesigheidsverlof met volle besoldiging toegestaan word, bereken teen die weekloon wat die werknemer ontvang het onmiddellik voordat hy met sodanige verlof gaan. Die drie weke wat of agtereenvolgend of op die skriftelike versoek van die werknemer in twee afsonderlike tydperke van twee agtereenvolgende weke en net een week geneem kan word, moet 18 werkdae insluit, en wanneer 'n openbare vakansiedag hierkragens in die verloftydperk val, moet sodanige vakansiedag by genoemde tydperk van afwesigheidsverlof met volle besoldiging gevoeg word.

(b) Die totale tydperk van jaarlikse verlof ingevolge paragraaf (a), wanneer dit in twee afsonderlike tydperke geneem word, moet geneem word binne ses maande nadat dit toegestaan moet word, by onderlinge ooreenkoms tussen die werkgever en werknemer.

(3) Jaarlikse verlof ingevolge subklousule (2) moet geneem word op 'n tyd waarvoor die werkgever en die werknemer moet ooreenkom minstens ses maande voordat sodanige verlof toegestaan moet word, en moet in elk geval deur die werkgever toegestaan en deur die werknemer geneem word sodat dit begin binne twee maande nadat dit toegestaan moet word.

(4) Waar 'n werknemer een jaar diens by dieselfde werkgever voltooi het en die werkgever of werknemer genoemde diens wil beëindig voordat die werknemer verlof kragens subklousule (2) geneem het, moet genoemde werknemer verlof toegestaan word en dit neem voordat kennis van diensbeëindiging gegee word. Besoldiging vir sodanige verlof mag geen pro rata-bedrag aan verloffbesoldiging insluit nie ten opsigte van verlof wat *mutatis mutandis* kragens subklousule (5) vir genoemde werknemer opgeloopt het ten opsigte van diens by dieselfde werkgever nadat die werknemer kragens subklousule (2) op verlof geregtig geword het. Sodanige pro rata-verloffbesoldiging moet ingevolge subklousule (6) hiervan *mutatis mutandis* aan die Raad betaal word.

(5) Waar 'n werknemer se diens beëindig word voor voltooiing van 'n jaar diens maar na voltooiing van een maand diens, is die werknemer vir elke voltooiende week diens in die onvoltooiende jaar geregtig op een sewentiende van die weekloon wat hy ontvang het toe sy diens beëindig is.

(6) Die werkgever moet die Sekretaris van die Raad in kennis stel van die datum waarop die werknemer se verlof kragens subklousule (2) begin of waarop sy diens beëindig word, na gelang van die geval, en moet terselfdertyd in elke geval die verloffbesoldiging (as daar is) wat aan die werknemer verskuldig is, aan die Raad stuur. Sodanige kennisgewing en geldsending moet die Sekretaris van die Raad bereik minstens sewe dae voor die datum waarop verlof kragens subklousule (2) begin of binne sewe dae na diensbeëindiging, na gelang van die geval. Wanneer 'n werknemer verlof, voorgeskryf kragens subklousule (2), gaan neem, moet die verloffbesoldiging wat aan die Raad gestuur is, onmiddellik aan hom betaal word, maar waar die werknemer se diens beëindig is, moet die pro rata-verloffbesoldiging wat aan die Raad gestuur is, deur die Raad gehou word tot tyd en wyl die werknemer altesaam een jaar diens in die Haarkappersbedryf, gedek deur hierdie Ooreenkoms, voltooi het.

Wanneer die werknemer altesaam een jaar diens in genoemde Haarkappersbedryf voltooi het, moet hy verlof kragens subklousule (2) neem, en sy werkgever moet sodanige verlof aan hom toestaan binne twee maande nadat hy hierkragens daarop geregtig geword het, en die werkgever moet een sewentiende van die weekloon wat die werknemer ontvang het onmiddellik voordat hy met verlof gegaan het, aan die Raad betaal vir elke volle week wat die werknemer by genoemde werkgever in diens was totdat

employer up to the time his leave was due and such money shall forthwith be paid to the employee by the Council together with the balance of the leave pay standing to the employee's credit: Provided—

(a) that where the said employer or employee desires to terminate the said employment after the employee has qualified for leave, the employee shall be required to take and shall be granted his leave before his services are so terminated; the provisions of subclause (4) shall *mutatis mutandis* apply in respect of any pro rata leave pay due to the employee;

(b) that notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the said Trade after the expiration of 18 months from the date the first pro rata leave payment in respect of such year of service was paid to the Council, the money standing to the credit of such employee shall be paid to him without his being required to take or be granted any leave and from the date of such payment he shall be deemed to have commenced his next year's service, but if he is unemployed at that stage, his next year of service shall be deemed to commence on the date he obtains employment in the said Trade thereafter;

(c) that any pro rata leave pay standing to the credit of an employee shall be paid over to him immediately by the Council on his leaving the Trade; and

(d) that in the event of an employee's death all leave pay standing to his credit shall be paid into his estate.

(7) For the purposes of this clause, an employee's year of service for which he shall be entitled to three weeks' annual leave plus any public holidays falling within that period on full pay, as provided for in this clause, shall be 12 months' employment in the aggregate in the said Trade, calculated from the date of his first engagement in the said Trade or from the date on which he last became entitled to annual leave, or from the date he last received pro rata leave pay in the said Trade without taking any leave, whichever is the later: Provided that if an employee was unemployed at the date he last received pro rata leave pay without taking any leave in terms of subclause (6) (b) his next year of service shall be deemed to commence on the date of his re-employment in the Trade.

(8) For the purposes of this clause, employment shall be deemed to include up to four months in one year, six months in 18 months and eight months in two years of military service undergone in pursuance of the Defence Act, 1957, and any period during which the employee is on leave in terms of the provisions of this clause or is absent from work on the instruction or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 10 weeks in any 12 months, or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work, shall not be deemed to be employment.

(9) An employer shall not require or permit an employee to work in the said Trade, whether for remuneration or not, and an employee shall not work in the said Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of subclause (2) hereof.

(10) Leave of absence on full pay and notice of termination of employment shall not run concurrently.

(11) Any amount standing to the credit of an employee and not paid to such employee after the expiration of two years from the date the employee was entitled to receive such amount, shall accrue to the general funds of the Council: Provided, however, that the Council shall consider any claim that may be made by such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the general funds of the Council to such employee as referred to herein.

(12) All moneys held by the Council in terms of this clause shall be kept in a separate account.

8. RATIO

(1) *Clerical employees.*—An employer shall not employ an unqualified female clerical employee unless he has in his employ one qualified female clerical employee, and for each one such qualified clerical employee not more than one unqualified female clerical employee may be employed: Provided that an unqualified female clerical employee receiving not less than the wages prescribed in clause 4 (1) (e) for a qualified female clerical employee may be reckoned as a qualified female clerical employee.

(2) An employer who is actively engaged in the Hairdressing Trade may for the purpose of either male or female ratio, but not for both, be deemed to be a qualified employee: Provided that in respect of any establishment not more than one employer shall be deemed to be an employee.

hy op verlof geregtig geword het, en die Raad moet sodanige geld onmiddellik aan die werknemer betaal, tesame met die res van die verlofbesoldiging waarmee die werknemer gekrediteer is: Met dien verstande dat—

(a) waar genoemde werkgewer of werknemer genoemde diens wil beëindig nadat die werknemer op verlof geregtig geword het, die werknemer sy verlof moet neem en dit toegestaan moet word voordat sy diens aldus beëindig word; subklousule (4) is *mutatis mutandis* aan toepassing op enige pro rata-verlofbesoldiging wat aan die werknemer verskuldig is;

(b) ondanks andersluidende bepaling hierin, waar 'n werknemer nie 'n jaar diens in genoemde Bedryf voltooi nie na verstryking van 18 maande vanaf die datum waarop die eerste pro rata-verlofbesoldiging ten opsigte van sodanige diensjaar aan die Raad betaal is, die geld waarmee sodanige werknemer gekrediteer is, aan hom betaal moet word sonder dat hy verlof moet neem of toegestaan moet word; en vanaf die datum van sodanige betaling word hy geag sy volgende jaar diens te begin het, maar as hy in daardie stadium werkloos is, word sy volgende jaar diens geag te begin op die datum waarop hy daarna in genoemde Bedryf in diens geneem word;

(c) die Raad enige pro rata-verlofbesoldiging waarmee die werknemer gekrediteer is, aan hom moet betaal onmiddellik nadat hy die Bedryf verlaat; en

(d) as die werknemer te sterwe kom, alle verlofbesoldiging waarmee hy gekrediteer is, in sy boedel gestort moet word.

(7) Vir die toepassing van hierdie klousule moet 'n werknemer se jaar diens waarvoor hy kragtens hierdie klousule geregtig is op jaarlikse verlof met volle besoldiging vir drie weke plus enige openbare vakansiedae wat binne daardie tydperk val, altesaam 12 maande diens in genoemde Bedryf wees, bereken vanaf die datum waarop hy die eerste keer in genoemde Bedryf in diens geneem is, of vanaf die datum waarop hy laas op jaarlikse verlof geregtig geword het, of vanaf die datum waarop hy laas pro rata-verlofbesoldiging in genoemde Bedryf ontvang het sonder om verlof te neem, naamlik die jongste datum: Met dien verstande dat as 'n werknemer werkloos was op die datum waarop hy laas pro rata-verlofbesoldiging ontvang het sonder om verlof kragtens subklousule (6) (b) te neem, sy volgende jaar diens geag moet word te begin op die datum waarop hy opnuut in die Bedryf in diens geneem word.

(8) Vir die toepassing van hierdie klousule moet diens geag word tot vier maande in een jaar, ses maande in 18 maande en agt maande in twee jaar se militêre diens in te sluit wat ingevolge die Verdedigingswet, 1957, ondergaan is, en enige tydperk waarin die werknemer kragtens hierdie klousule met verlof was of op las of versoek van die werkgewer van die werk afwesig was of weens siekte of 'n ongeluk van die werk afwesig was, maar alle afwesigheidstydperke weens siekte of 'n ongeluk wat langer as 10 weke in 'n enkele tydperk van 12 maande duur, of drie agtereenvolgende dae as die werknemer versuim om op versoek van die werkgewer 'n sertifikaat van 'n mediese praktisyn te toon wat meld dat hy weens siekte of 'n ongeluk verhinder was om sy werk te doen, moet nie geag word diens te wees nie.

(9) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om, hetsy vir vergoeding of nie, in genoemde Bedryf te werk nie, en 'n werknemer mag nie, hetsy vir vergoeding of nie, in genoemde Bedryf werk nie gedurende die jaarlikse verlof-tydperk wat kragtens subklousule (2) hiervan aan so 'n werknemer toegestaan is.

(10) Afwesigheidsverlof met volle besoldiging en 'n diensopseggingstermyn mag nie saamval nie.

(11) Enige bedrag waarmee 'n werknemer gekrediteer is en wat nie aan so 'n werknemer betaal is na verstryking van twee jaar vanaf die datum waarop die werknemer op sodanige bedrag geregtig was nie, val die algemene fondse van die Raad toe: Met dien verstande egter dat die Raad 'n eis moet oorweeg wat deur so 'n werknemer ingestel word ná verstryking van genoemde tydperk en na eie goedvinde 'n *ex gratia*-bedrag uit die algemene fondse van die Raad aan 'n werknemer soos hierin vermeld, kan betaal.

(12) Alle geld wat die Raad ingevolge hierdie klousule hou, moet in 'n afsonderlike rekening gehou word.

8. GETALSVIRHOUDING

(1) *Klerke.*—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerk in diens neem nie, tensy hy een gekwalifiseerde vroulike klerk in diens het, en vir elke sodanige gekwalifiseerde vroulike klerk mag hy hoogstens een ongekwalifiseerde vroulike klerk in diens neem: Met dien verstande dat 'n gekwalifiseerde vroulike klerk wat minstens die loon ontvang wat in klousule 4 (1) (e) vir 'n gekwalifiseerde vroulike klerk voorgeskryf word, as 'n gekwalifiseerde vroulike klerk gereken kan word.

(2) 'n Werkgewer wat aktief in die Haarkappersbedryf werk, saam in kan vir die doeleindes van of die manlike of die vroulike getalshverhouding, maar nie vir albei nie, geag word 'n gekwalifiseerde werknemer te wees: Met dien verstande dat hoogstens een werkgewer geag kan word 'n werknemer te wees ten opsigte van een bedryfsinrigting.

(3) The following ratio shall be applied in as far as shampooists are concerned:

One shampoo employee to one qualified hairdresser.

9. NOTICE OF TERMINATION OF SERVICE

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of a general assistant, not less than one working day's notice; and

(b) in the case of minors employed in the ladies' and/or gentlemen's trade, during the period they may be so employed in terms of the Apprenticeship Act, 1944, without a contract of apprenticeship, not less than one working day's notice; and

(c) in the case of any other employee, during the first four weeks of employment, not less than one working day's notice, and thereafter not less than one week's notice, except during the month of December, when two weeks' notice shall be given;

or an employer or employee may at any time terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice not less than—

(i) in the case of one working day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of two weeks' notice, two times the weekly wage the employee is receiving at the time of such termination;

Provided—

(i) that this shall not affect—

(aa) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

(ii) that payment or forfeiture in lieu of notice shall not be permitted during an employee's absence—

(aa) on leave in terms of clause 7;

(ab) during any period due to illness; or

(ac) whilst undergoing military service in terms of the Defence Act, 1957.

(2) Where there is an agreement in terms of item (1) (ab) of the proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond at the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any working day but shall not run concurrently with or be given during an employee's absence on leave, or whilst he is undergoing military service in terms of the Defence Act, 1957, or during any period of absence due to illness.

(4) An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

COMPETENCY TEST

(1) The Council shall appoint four examination panels, two for the gentlemen's trade and two for the ladies' trade, each consisting of an employer and an employee. These shall hold the examinations referred to in subclauses (2) and (3) and make recommendations to the Council as to the issue of certificates of registration in terms of clause 17.

(2) Whenever an employee is required to prove his competency, in order to qualify for a certificate of registration, the Council shall—

(a) ask the employee to submit himself or herself to an examination, in which case he shall forward to the Council (through the Secretary) the sum of R15; or

(b) satisfy itself that the employee by virtue of his years of experience is entitled to an exemption and when it is proved to the satisfaction of the Council that the applicant is competent, the Council shall issue a registration certificate in terms of clause 17.

(3) Any applicant who fails to attend an examination without furnishing the Council with a reason, considered satisfactory by the Council, shall forfeit his fee.

(3) Ondergemelde getalsverhouding is van toepassing vir sover dit sjampoeiste betref:

Een sjampoewerknemer tot een gekwalifiseerde haarkapper.

9. DIENSOPSEGGING

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) in die geval van 'n algemene assistent, minstens een werkdag kennis gee; en

(b) in die geval van minderjariges in diens in die dames-en/of manshaarkappersbedryf, gedurende die tydperk waarin hulle kragtens die Wet op Vakleerlinge, 1944, sonder 'n leerlingskontrak aldus in diens mag wees, minstens een werkdag kennis gee; en

(c) in die geval van enige ander werknemer, gedurende die eerste vier weke diens, minstens een werkdag kennis, en daarna minstens een week kennis gee, behalwe gedurende die maand Desember, wanneer twee weke kennis gegee moet word;

of 'n werkgewer en werknemer kan te eniger tyd die kontrak sonder kennisgewing beëindig deur in plaas van kennis te gee, minstens die volgende bedrag aan die werknemer te betaal, of minstens die volgende bedrag aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(i) In die geval van een werkdag kennis, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van twee weke kennisgewing, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) dit nie die volgende mag raak nie:

(aa) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(ab) 'n skriftelike ooreenkomst tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n opseggingstyd van gelyke duur vir albei partye en vir langer as dié voorgeskryf in hierdie klousule;

(ac) die geldigheid van verbeurings of boetes wat regtens van toepassing is op 'n werknemer wat dros;

(ii) betaling of verbeuring in plaas van kennisgewing nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

(aa) met verlof kragtens klousule 7;

(ab) gedurende siekte; of

(ac) vir militêre diens ingevolge die Verdedigingswet, 1957.

(2) Waar daar 'n ooreenkoms kragtens item (i) (ab) van die voorbehoudsbepaling by subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die opseggingstyd waarvoor ooreengekom is.

(3) Die kennis voorgeskryf in subklousule (1) kan op enige werkdag gegee word, maar mag nie saamval met of gegee word gedurende 'n werknemer se afwesigheid met verlof of terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan of gedurende enige tydperk van afwesigheid weens siekte nie.

(4) 'n Werkgewer of sy werknemer, uitgesonderd 'n ongeletterde werknemer, moet die kennis in hierdie klousule vermeld, skriftelik gee.

10. VAARDIGHEIDSTOETS

(1) Die Raad moet vier eksamenpanele aanstel, twee vir die mansbedryf en twee vir die damesbedryf, wat elk uit 'n werkgewer en 'n werknemer bestaan. Dié moet die eksamens in subklousules (2) en (3) bedoel, hou en aanbevelings aan die Raad oor die uitreiking van registrasiesertifikate kragtens klousule 17 doen.

(2) Wanneer daar van 'n werknemer vereis word om sy vaardigheid te bewys ten einde vir 'n registrasiesertifikaat te kwalifiseer, moet die Raad—

(a) die aansoeker versoek om hom of haar aan 'n eksamen te onderwerp, in welke geval hy aan die Raad (deur middel van die Sekretaris) die som van R15 moet stuur; of

(b) homself daarvan oortuig dat die werknemer op grond van sy jare ondervinding op 'n vrystelling geregtig is, en waar bewys gelewer word, wat vir die Raad bevredigend is, dat die aansoeker vaardig is, moet die Raad 'n registrasiesertifikaat kragtens klousule 17 uitreik.

(3) 'n Aansoeker wat versuim om 'n eksamen af te lê sonder om 'n bevredigende rede aan die Raad te verstrek, verbeur sy geld.

11. OUTWORK

An employee shall not—

- (1) solicit or take orders for or undertake work in the Hairdressing Trade; or
- (2) engage in trading toilet requisites for sale, gain or reward; or
- (3) render any toilet services, whether for gain or reward, or any other consideration whatever;

on his own account or on behalf of any person or from any person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

12. COMMISSION AGREEMENT

(1) An employer may agree with his employee to pay to such employee, in addition to the wage prescribed for such employee in clause 4 commission on sales and/or work effected by such employee: Provided that the employer shall, before the agreement (which shall be in writing) comes into operation, supply the employee with a copy of the agreement, which agreement shall include—

- (a) the rate or rates of the commission and the conditions of entitlement;
- (b) the day of the week or month when commission earned is due and payable;
- (c) the period of notice, which shall be not less than one week and which notice shall be in writing, to be given by the employer or his employee to cancel, or to negotiate for an alternation of, the agreement.

(2) The right to claim commission will be forfeited, in cases where the provisions of subclause (1) have not been complied with.

13. INTERPRETATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of the employers and the employees.

(2) Any dispute which may arise in the Trade shall be referred to the Council to be dealt with in terms of its constitution.

14. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemptions from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deem fit, after one week's notice in writing has been given to the persons concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause, a licence of exemption, signed by him and setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption was granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) retain a copy of such licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Durban;
- (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. EXPENSES OF THE COUNCIL AND SUBSCRIPTIONS TO THE NATAL BRANCH OF THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION AND THE NATAL HAIRDRESSING EMPLOYERS' ORGANISATION

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 65c (sixty-five cents) per month from the earnings of each of his employees for whom the minimum wages are prescribed on clause 4 (1) (a) (i) and (ii) and clause 4 (1) (b) (i), (ii) and (iii) and clause 4 (1) (e).

To the total amount so deducted the employer shall add a like amount and forward, month by month, and not later than the seventh day of each and every month, the total sum to the Secretary of the Council, P.O. Box 2182, Durban, in the form prescribed in Annexure A to this Agreement.

This clause shall not apply in respect of apprentices, minors [as referred to in clause 9 (1) (b)] and general assistants.

11. BUITEWERK

'n Werknemer mag nie, terwyl hy by 'n werkgewer in die Haarkappersbedryf werksaam is, vir eie rekening of namens of van enigiemand anders as sy werkgewer—

- (1) bestellings werf of neem vir werk in die Haarkappersbedryf, of sodanige werk onderneem nie; of
- (2) vir verkoop, wins of beloning, in toiletbenodigdhede handel dryf nie; of
- (3) hetsy vir wins, beloning of enige ander vergoeding toilet dienste lewer nie.

12. KOMMISSIE-OOREENKOMS

(1) 'n Werkgewer kan met sy werknemer ooreenkom om aan so 'n werknemer, benewens die loon voorgeskryf vir so 'n werknemer in klousule 4, kommissie te bepaal op verkope en/of vir werk deur so 'n werknemer verrig: Met dien verstande dat die werkgewer, voordat die ooreenkomst (wat skriftelik moet wees) in werking tree, 'n afskrif van die ooreenkomst aan die werknemer moet verskaf, en die ooreenkomst moet die volgende meld:

- (a) Die kommissietarief of tariewe en die aanspraakvoorwaardes;
- (b) die dag van die week of maand waarop verdiende kommissie verskuldig is;
- (c) die tydperk, wat minstens 'n week moet wees, waarmee die werkgewer of sy werknemers skriftelik die ooreenkomst moet opse of kennis moet gee van die voorneme om oor 'n wysiging van die ooreenkomst te onderhandel.

(2) Die reg om kommissie te eis, sal verbeur word in gevalle waar subklousule (1) nie nagekom is nie.

13. VERTOLKING VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelike is vir die administrasie van hierdie Ooreenkomst en hy kan menings vir die leiding van werknemers en werkgewers uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

(2) 'n Geskil wat in die Bedryf ontstaan, moet verwys word na die Raad, wat ooreenkomstig sy konstitusie daarmee moet handel.

14. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling by artikel 51 (3) van die Wet kan die Raad enigiemand om 'n afdoende rede vrystel van enigeen van die bepalings van hierdie Ooreenkomst.

(2) Die Raad moet ten opsigte van iedereen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor die vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goeddink, na een week skriftelike kennis aan die betrokke persone gegee is, enige vrystellingstertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan iedereen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, 'n vrystellingstertifikaat uitreik wat deur hom onderteken is en die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkomst waarvan hy vrystel is;
- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n afskrif hou van elke sertifikaat uitgereik, en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur;
- (b) waar vrystelling aan 'n werknemer verleen is, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

15. UITGAWES VAN DIE RAAD, LEDEGELD VIR DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (NATAL BRANCH) EN DIE NATAL HAIRDRESSING EMPLOYERS' ORGANISATION

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 65 sent (vyf-en-sestig sent) per maand aftrek van die verdienste van elk van sy werknemers vir wie die minimum loon in klousule 4 (1) (a) (i) en (ii) en klousule 4 (1) (b) (i), (ii) en (iii) en klousule 4 (1) (e) voorgeskryf word.

Die werkgewer moet 'n gelyke bedrag voeg by die totale bedrag aldus afgetrek en die totale bedrag maand vir maand, voor of op die sewende dag van elke maan aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkomst.

Hierdie klousule is nie op vakleërlinge, minderjariges [soos in klousule 9 (1) (b) bedoel] en algemene assistente van toepassing nie.

(2) Every employer who is a member of the Natal Hairdressing Employers' Organisation shall, by authority of this Agreement deduct from the monthly or weekly wage of his employees, other than apprentices, who are members of the trade union the amount of subscriptions payable to such union, and remit same month by month to the Secretary of the Council, P.O. Box 2182, Durban, not later than the seventh day of each month in the form prescribed in Annexure A to this Agreement.

(3) Every employer who is a member of the Natal Hairdressing Employers' Organisation shall remit to the Secretary of the Council, P.O. Box 2181, Durban, not later than the seventh day of the month, his monthly subscription in advance in the form prescribed in Annexure A to this Agreement.

16. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to the employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) An employer who is a member of the employers' organisation and an employee who is a member of the trade union, other than an apprentice, must retain a certificate of registration, Class A or B, issued by the Council and on being requested to do so by an agent, produce such certificate to the agent.

(2) (a) An employee for whom wages are prescribed in clause 4 (1) (a) (i) and 4 (1) (b) (i) and (ii) of the Agreement, and an employer who is personally working as a hairdresser in his own salon, who has been issued with a certificate of registration by the Council, and who—

(i) has completed an apprenticeship contract in terms of the Apprenticeship Act, 1944; or

(ii) has been issued with a certificate of proficiency, under section 6, or a trade diploma, under section 7, of the Training of Artisans' Act, 1951; or

(iii) has been issued with a certificate of competency issued by any Industrial Council; or

(iv) can satisfy the Council by examination, or otherwise, of his competency;

shall apply to the Council for a certificate of registration, Class A, to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualifications for such a certificate.

(b) An employee for whom wages are prescribed in clause 4 (1) (a) (ii) and (iii), 4 (1) (b) (iii) and (iv) and 4 (1) (c), and an employer, other than an employer mentioned in paragraph (a), but who is also actively engaged in his own salon and who has not been issued with a certificate of registration by the Council, shall apply for a certificate of registration, Class B, in the form as may be prescribed by the Council, to be issued to him.

(c) The Council shall issue the relevant certificate of registration to employers and employees who comply with the provisions of paragraph (a) or (b).

(3) Every employee who has been issued with a certificate in terms of subclause (2) shall, upon accepting employment in the industry, produce such certificate to his employer.

(4) No employer shall employ as a hairdresser—

(a) in the gentlemen's trade, any person unless such person produces a certificate, Class A, stating that he is a men's hairdresser, issued to him in terms of this clause;

(b) in the ladies' trade, any person, unless such person produces a certificate, Class A, stating that he is a ladies' hairdresser, issued in terms of this clause;

Provided that this shall not apply if the employee produces to the employer a temporary certificate of registration, in which event such employee shall not be employed in the trade concerned after the expiration date stated thereon.

(5) Any certificate issued in terms of this clause shall be retained by the person to whom it was issued, and such person shall, on being requested to do so by the Council, surrender the certificate to the Council.

(6) The Council shall have the power to amend, revoke or withdraw a certificate issued in terms of this clause.

(7) Every employer, who has not already done so in pursuance of a previous Agreement, shall within one month of the date on which this Agreement comes into operation and every employer entering the Hairdressing Trade after that date shall

(2) Elke werkgever wat lid van die Natal Hairdressing Employers' Organisation is, moet ingevolge hierdie Ooreenkoms die ledegeld betaalbaar aan die vakvereniging, aftrek van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge, wat lede van die vakvereniging is, en die ledegeld maand vir maand voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm voorgeskrif in Aanhangsel A van hierdie Ooreenkoms.

(3) Elke werkgever wat lid van die Natal Hairdressing Employers' Organisation is, moet voor of op die sewende dag van die maand sy maandelikse ledegeld vooruit aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm voorgeskrif in Aanhangsel A van hierdie Ooreenkoms.

16. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van die Ooreenkoms in albei amptelike tale en in die vorm voorgeskrif in die regulasies ingevolge die Wet, op 'n opvallende plek in sy bedryfsinrigting wat maklik vir sy werknemers toeganklik is, opplak en opgeplak hou.

17. REGISTRASIE VAN WERKEWERS EN WERKNEMERS

(1) 'n Werkgever wat 'n lid is van die werkewerorganisatie en 'n werknemer wat 'n lid is van die vakvereniging, uitgesonderd 'n vakleerling, moet 'n registrasiesertifikaat, Klas A of B, wat deur die Raad uitgereik is, hou en wanneer 'n agent daarom vra, sodanige sertifikaat aan die agent toon.

(2) (a) 'n Werknemer vir wie lone in klousule 4 (1) (a) (i) en 4 (1) (b) (i) en (ii) van die Ooreenkoms voorgeskrif is, en 'n werkgever wat persoonlik as 'n haarkapper in sy eie salon werksaam is en aan wie 'n registrasiesertifikaat deur die Raad uitgereik is en—

(i) wat 'n leerlingskontrak kragtens die Wet op Vakleerlinge, 1944, voltooi het; of

(ii) aan wie 'n vaardigheidssertifikaat ingevolge artikel 6 of 'n bedryfsdiploma ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is; of

(iii) aan wie 'n vaardigheidssertifikaat deur 'n nywerheidsraad uitgereik is; of

(iv) wat die Raad by bewyse van eksamen of andersins van sy vaardigheid kan oortuig;

moet by die Raad aansoek doen om 'n registrasiesertifikaat, Klas A, en sodanige werknemer moet sodanige dokumentêre bewyse lewer as wat die Raad ter stawing van sy kwalifikasie vir so 'n sertifikaat nodig ag.

(b) 'n Werknemer vir wie lone in klousule 4 (1) (a) (ii) en (iii), 4 (1) (b) (iii) en (iv) en 4 (1) (c) voorgeskrif is, en 'n werkgever, uitgesonderd 'n werkgever in paragraaf (a) genoem, maar wat ook aktief werksaam is in sy eie salon en aan wie die Raad nie 'n registrasiesertifikaat uitgereik het nie, moet aansoek doen dat 'n registrasiesertifikaat, Klas B, in die vorm soos wat die Raad voorskryf, aan hom uitgereik word.

(c) Die Raad moet die betrokke registrasiesertifikaat aan werkewer en werknemers wat aan die bepalings van paragrafe (a) of (b) voldoen, uitreik.

(3) Elke werknemer wat 'n sertifikaat kragtens subklousule (2) ontvang het, moet by diensaanvaarding in die Nywerheid sodanige sertifikaat aan sy werkgever toon.

(4) Geen werkgever mag iemand as 'n haarkapper—

(a) in die mansbedryf in diens neem nie, tensy sodanige persoon 'n sertifikaat, Klas A, toon wat kragtens hierdie klousule aan hom uitgereik is en wat verklaar dat hy 'n manshaarkapper is;

(b) in die dames bedryf in diens neem nie, tensy sodanige persoon 'n sertifikaat, Klas A, toon wat kragtens hierdie klousule aan hom uitgereik is en wat verklaar dat hy 'n dameshaarkapper is;

Met dien verstande dat dit nie van toepassing is nie as die werknemer 'n tydelike registrasiesertifikaat aan die werkgever toon, in welke geval sodanige werknemer nie na die vervaldatum wat daarop staan, in die betrokke bedryf in diens mag wees nie.

(5) 'n Sertifikaat wat kragtens hierdie klousule uitgereik is, moet deur die persoon aan wie uitgereik is, gehou word en sodanige persoon moet wanneer die Raad daarom vra, die sertifikaat aan die Raad oorhandig.

(6) Die Raad het die bevoegdheid om 'n sertifikaat wat kragtens hierdie klousule uitgereik is, te wysig, te herroep of in te trek.

(7) Elke werkgever wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgever wat na daardie datum tot die Haarkappersbedryf toetree, moet

within one month of the date of commencing operations by him forward to the Secretary of the Council the following particulars:

- (a) His full name and title of business;
- (b) business address; and
- (c) full name of each employee, the capacity in which he is employed and wages paid.

(8) Every employer shall disclose on the form prescribed in Annexure A hereto, monthly, the full names of all persons employed including minors and apprentices.

(9) In the case of a partnership the full names of all the partners shall in addition to the particulars required in subclause (8) be furnished.

(10) In the case of a limited liability company the following particulars in addition to those required by subclause (8) shall be furnished:

- (a) The full names of the directors, the full name of the person in actual control of each branch of the business;
- (b) addresses of the registered officers of the company;
- (c) the full name of the secretary of the company and the full names of all other office-bearers of the company.

(11) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council, notifications of any change within one month of the date upon which such change took effect.

(12) Every employer shall within one month after an employee has left or entered his service, notify, in writing, the office of the Industrial Council for the Hairdressing Trade, Durban, P.O. Box 2182, Durban, thereof.

18. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and examine such books, documents, wage sheets, time sheets, and pay tickets and do all such acts as may be necessary for the purpose of ascertaining whether the conditions of this Agreement are being complied with and no person shall make a false statement to such agent during the course of his investigations.

19. MEMBERSHIP

An employer, who is a member of the employers' organisation, shall not employ an employee who is not a member of the trade union; and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employers' organisation.

No employer (who is a member of the employers' organisation) shall engage an employee without the production of a trade union card.

The provisions of this clause shall not apply—

(a) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

(b) to persons who are not eligible in terms of the trade union's constitution for membership, or who have been refused membership of, or expelled from the union.

20. TRADE UNION REPRESENTATIVES OF THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternatives on the Council every reasonable facility to attend their duties in connection with the work.

21. WORKING EMPLOYERS

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, except that working employers may commence work one half hour earlier than the hours set out in clause 6, and finish work at 06h00. Mondays to Fridays (both days inclusive) and at 13h00 on Saturdays: Provided that where there are more than two partners only one of the working partners may so work.

22. CONTROL OF PREMISES

(1) No employer shall 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 waste water;

binne een maand na die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (a) Sy volle naam en die naam van die besigheid;
- (b) sy besigheidsadres; en
- (c) die volle naam van elke werknemer, die hoedanigheid waarin hy werksaam is en die loon wat aan hom betaal word.

(8) Elke werkgever moet elke maand op die vorm voorgeskrif in Aanhangsel A hiervan, die volle name meld van alle persone, met inbegrip van minderjariges en vakleerlinge, in sy diens.

(9) In die geval van 'n vennootskap moet die volle name van al die vennote verstrek word, benewens die besonderhede in subklousule (8) vereis.

(10) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet die volgende besonderhede verstrek word, benewens dié wat ingevolge subklousule (8) vereis word:

- (a) Die volle name van die direkteure en die persoon wat werklik beheer oor elke tak van die besigheid uitoefen;
- (b) die adresse van die geregistreerde beamptes van die maatskappy;
- (c) die volle name van die sekretaris van die maatskappy en alle ander ampsdraers van die maatskappy.

(11) As 'n verandering voorkom in enigeen van die besonderhede wat 'n werkgever ingevolge hierdie klousule moet verstrek, moet hy binne een maand na die datum waarop sodanige verandering voorkom, die Sekretaris van die Raad daarvan in kennis stel.

(12) Elke werkgever moet binne een maand nadat 'n werknemer tot sy diens toetree of sy diens verlaat het, die kantoor van die Nywerheidsraad vir die Haarkappersbedryf, Durban, Posbus 2182, Durban, skriftelik daarvan in kennis stel.

18. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die toepassing van die Ooreenkoms. Dit is die plig van elke werkgever en werknemer om sodanige persone toe te laat om dié persele binne te gaan, dié navrae te doen en te voltooi en dié boeke, dokumente, loonstate, tydstate en betaalkaarte te ondersoek en al dié dinge te doen wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan so 'n agent in die loop van sy ondersoek doen nie.

19. LIDMAATSKAP

'n Werkgever wat lid van die werkgewersorganisasie is, mag nie 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie, en geen lid van die vakvereniging mag by 'n werkgever wat nie lid van die werkgewersorganisasie is nie, in diens tree of bly nie.

Geen werkgever (wat lid van die werkgewersorganisasie is), mag 'n werknemer in diens neem as hy nie 'n vakverenigingskaart toon nie.

Hierdie klousule is nie van toepassing nie op—

(a) 'n immigrant gedurende die eerste jaar ná die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die Nywerheid in diens getree het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, weier, hierdie klousule onmiddellik in werking tree;

(b) persone wat nie ooreenkomstig die vakvereniging se konstitusie vir lidmaatskap in aanmerking kom nie, of wat lidmaatskap geweier is of uit die vakvereniging gesit is.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgever moet aan enigeen van sy werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk na te kom.

21. WERKENDE WERKGEWERS

Alle werkende werkgewers in die Haarkappersbedryf moet die ure en ander voorwaardes, voorgeskrif vir werknemers in hierdie Ooreenkoms, *mutatis mutandis* nakom, behalwe dat werkende werkgewers 'n halfuur vroeër as die ure in klousule 6 uiteengesit, kan begin werk en om 06h00 van Maandae tot en met Vrydae en om 13h00 op Saterdag kan ophou werk: Met dien verstande dat waar daar meer as twee vennote is, slegs een van die werkende vennote aldus kan werk.

22. BEHEER OOR PERSELE

(1) Geen werkgever mag die Haarkappersbedryf uitoefen op 'n perseel—

- (a) wat nie behoorlik verlig en geventileer is en nie 'n voldoende toevoer koue en warm lopende water het nie;
- (b) wat nie met geglasuurde wasbakke met vuilwaterpyp en 'n stelsel vir die onskadelike verwydering van vuilwater uitgerus is nie;

(c) the walls and floors of which are not constructed of material which will permit of their being kept clean;

(d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;

(e) any portion of which is used as a sleeping apartment or a place for the 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 therewith.

(2) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Hairdressing Trade to be let or sublet to or occupied by any person for the purpose of such person engaging in any work connected with the Hairdressing Trade, without obtaining the prior consent of the Council.

The consent of the Council may be given or withheld at its discretion.

(3) No employer shall in his hairdressing establishment conduct or permit an employee to conduct a hairdressing school or training centre during the hours when his establishment is open to the public.

23. UNIFORMS, OVERALLS AND EQUIPMENT

(a) An employer shall at his cost and expense, supply materials for uniforms or overalls any apprentice employee, who has not served more than two years of his period of apprenticeship shall be required to use.

Such uniforms or overalls shall remain the property of the employer.

(b) An employee having served more than two years of his period of apprenticeship and who is required to wear a uniform or overall shall do so at his own cost and shall launder same. Such uniform or overall shall remain the property of the employee.

No such employee shall be required to furnish and supply more than three such uniforms or overalls during a period of one year.

Should uniforms or overalls in excess of three during a period of one year be required, then the obligation shall fall upon the employer to provide same at his own cost and such shall remain the property of the employer.

(c) In cases where the employer has instituted a colour scheme in coats, uniforms and overalls fitting in with the colour scheme of his salon, he shall supply the required coats, uniforms and overalls to his assistants.

24. SICK BENEFIT FUND

(1) The Fund established in terms of the Agreement published under Government Notice 106 of 22 January 1960 and known as the "Hairdressing Trade Sick Benefit Fund" (hereinafter referred to as "the Fund"), is hereby continued.

(2) The Fund shall be used for the purpose of providing medical and sickness benefits to members to whom this Agreement applies, during periods of sickness.

(3) (a) The Fund shall be financed by contributions in terms of paragraph (b), (c) and (d) of this subclause.

(b) For the purposes of the Fund, every employer shall each week deduct the following amounts from the prescribed wages of each of his weekly paid employees and, subject to the provisions of subclause (12) of this clause, from the prescribed wages, in terms of the Apprenticeship Act, 1944, of each of his apprentices who are members of the Fund:

(i) 70c per week for all employees for whom the prescribed minimum wages are R20,79 or more per week;

(ii) 47c per week for all employees for whom the prescribed minimum wages are R10,85 or more per week but less than R20,79 per week;

In the case of monthly paid employees the deductions shall be made monthly, and shall be at the rate of four and one-third times the weekly contributions specified above.

(c) (i) Every working employer with employees shall contribute 70c per week on his own behalf.

(ii) Every working employer without employees shall contribute 93c per week on his own behalf.

(d) The employer shall month by month remit, "free of exchange" to the Secretary of the Council, P.O. Box 2182, Durban, or 208 Escoval House, 437 Smith Street, Durban, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement, the total sum collected under subclause 3 (b) and (c) of this clause, plus—

(i) 47c per week for each employee for whom the prescribed minimum wages are R20,79 or more per week;

(c) waarvan die mure en vloere nie gebou is van materiaal wat skoon gehou kan word nie;

(d) wat met rakke of ander toebehore uitgerus is wat nie van glas, marmer of leiklip gemaak is of afgewerk is met emalje of bedek is met sink of 'n ander duursame materiaal wat maklik skoongemaak kan word nie;

(e) waarvan 'n gedeelte as slaapvertrek of 'n plek vir die berging of bereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word, van sodanige vertrek of plek geskei is deur 'n muur of mure sonder deure, vensters, openings of ander verbindings daarmee.

(2) Geen werkgewer mag, sonder om vooraf die Raad se goedkeuring te kry, 'n deel van die perseel wat hy okkuppeer en waarin hy werk in die Haarkappersbedryf verrig of verrig het, aan iemand laat verhuur of onderverhuur of deur iemand laat okkuppeer ten einde sodanige persoon in staat te stel om werk in verband met die Haarkappersbedryf te verrig nie.

Die Raad kan na goedvinde sy toestemming gee of weerhou.

(3) Geen werkgewer mag 'n haarkapperskool of -opleiding-sentrum aan die gang hou of toelaat dat 'n werknemer dit daar aan die gang hou gedurende die ure wat sy bedryfsinrigting vir die publiek oop is nie.

23. UNIFORMS, OORJASSE/OORROKKE EN UITRUSTING

(a) 'n Werkgewer moet op eie koste materiaal vir uniforms of oorjasse/oorrokke verskaf, wat gebruik moet word deur 'n vakleerlingwerknemer wat hoogstens twee jaar van sy leertyd uitge dien het. Sodanige uniforms of oorjasse/oorrokke bly die werkgewer se eiendom.

(b) 'n Werknemer wat meer as twee jaar van sy leertyd uitgedien het en van wie vereis word om 'n uniform of oorjas/oorrok te dra, moet dit op sy eie koste aanskaf en was en stryk. Sodanige uniform of oorjas/oorrok bly die werknemer se eiendom.

Geen sodanige werknemer mag verplig word om meer as die sodanige uniforms of oorjasse/oorrokke gedurende 'n enkele jaar te verskaf nie.

As meer as drie uniforms of oorjasse/oorrokke gedurende 'n bepaalde jaar nodig is, berus die verpligting op die werkgewer om dit op sy eie koste te verskaf en bly dit die werkgewer se eiendom.

(c) Waar die werkgewer 'n kleurskema ingestel het vir jasse, uniforms en oorjasse/oorrokke wat by die kleurskema van sy salon pas, moet hy die nodige jasse, uniforms en oorpakke aan sy assistente verskaf.

24. SIEKTEBYSTANDFONDS

(1) Die Fonds ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 106 van 22 Januarie 1960 en bekend as die "Siektebystandsfonds vir die Haarkappersbedryf" (hierna die "Fonds" genoem), word hierby voortgesit.

(2) Die Fonds moet gebruik word om mediese en siektebystand gedurende siekte te verskaf aan lede op wie hierdie Ooreenkoms van toepassing is.

(3) (a) Die Fonds moet gefinansier word deur bydraes ingevolge paragrawe (b), (c) en (d) van hierdie subklousule.

(b) Vir doeleindes van die Fonds moet elke werkgewer elke week onderstaande bedrae aftrek van die voorgeskrewe loon van elk van sy weekliks betaalde werknemers en, onderworpe aan subklousule (12) van hierdie klousule, van die loon voorgeskryf ingevolge die Wet op Vakleerlinge, 1944, van elk van sy vakleerlinge wat lid van die Fonds is:

(i) 70c per week vir alle werknemers wie se voorgeskrewe minimum loon R20,79 of meer per week is;

(ii) 47c per week vir alle werknemers wie se voorgeskrewe minimum loon R10,85 of meer per week maar minder as R20,79 per week is;

Maandeliks betaalde werknemers se aftrekkings moet maandeliks gedoen word teen vier en 'n derde maal die weeklikse bydraes hierbo vermeld.

(c) (i) Elke werkende werkgewer met werknemers moet 70c per week namens homself bydra.

(ii) Elke werkende werkgewer sonder werknemers moet 93c per week namens homself bydra.

(d) Die werkgewer moet maand vir maand voor of op die sewende dag van elke maand, in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms, die totale bedrag ingevorder kragtens subklousule (3) (b) en (c) van hierdie klousule, "bank-kommissievry" stuur aan die Sekretaris van die Raad, Posbus 2182, Durban, of Escovalgebou 208, Smithstraat 437, Durban, plus—

(i) 47c per week vir elke werknemer wie se voorgeskrewe minimum loon R20,79 of meer per week is;

(ii) 23c per week for each employee for whom the prescribed minimum wages are R10,85 or more per week, but less than R20,79 per week.

(4) Subject to the provisions of subclause (5) and to the rules governing the administration of the Fund, a member who meets with an accident or becomes ill shall be entitled after he has contributed towards the Fund for a period of 13 weeks to—

(a) medical attention, including X-ray examinations, operations, injections, specialists' examinations and investigations, anaesthetics and hospital and nursing home treatment, at the expense of the Fund: Provided that the Fund's liability, in so far as hospital and nursing home fees are concerned, shall be limited to a total of R10,50 per day to R100 per annum.

(b) an allowance of R50 per calendar year for visits to a specialist, provided the visits to the specialist are in the first instance recommended by a medical officer of the Fund;

(c) sick pay equivalent to half the member's wages prescribed in the agreement or in terms of the Apprenticeship Act, 1944, for the first three weeks and the following three weeks at three quarter pay, in respect of any period or periods, during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of six weeks within one calendar year;

(d) supplies on the authority of a prescription signed by a medical officer of the Fund of medicines, drugs, ointment, bandages and lotions, except that each member shall be required to pay the first R2 of the cost of each prescription dispensed;

(e) an allowance of R20 towards the cost of providing one pair of spectacles in every two years' membership: Provided that his membership in compliance with the Fund shall not be less than one calendar year before entitlement in the first instance: Provided further that the eyesight examination and issue of spectacles is in each instance recommended by the medical officer of the Fund;

(f) funeral expenses amounting to R50 to be paid to the dependant or nominee of a member who dies after he has been a member of the Fund for a period of not less than 12 months prior to his death:

Provided that—

(i) no member shall be entitled to sick pay in respect of the first three days of sickness;

(ii) in cases of accident only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941.

(5) Disbursements from the Fund in respect of sick pay shall cease whenever the amount standing to the credit of the Fund falls below R200 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R400.

(6) The Fund shall be administered by a management board (hereinafter referred to as the "Board") consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The administration shall be in accordance with the rules drawn up by the Board, and approved by the Council. The rules shall not be inconsistent with the provisions of this clause and may, with the approval of the Council, be amended by the Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the head office of the Council for inspection by any person engaged in the Trade.

(7) (a) All moneys paid into the Fund shall be deposited in a special banking account to be opened at a bank and/or institution approved by the Council.

(b) All cheques drawn on the Fund's account shall be signed by the Chairman, Vice-Chairman and by the Secretary of the Board.

(c) Surplus money in the Fund may be placed on deposit with a building society approved by the Board or may be invested in National Savings Certificates: Provided that sufficient money is kept in such liquid form as will enable the Board to meet any claims on the Fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(8) A public accountant shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The accountant shall, after the Fund has commenced to pay benefits, audit the accounts of the Fund at least annually and not later than 31 January in each year and prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (3) hereof;

(ii) from any other sources; and

(ii) 23c per week vir elke werknemer wie se voorgeskrewe minimum loon R10,85 of meer per week maar minder as R20,79 per week is.

(4) Behoudens subklousule (5) en die reëls betreffende die administrasie van die Fonds, is 'n lid wat 'n ongeluk oorkom of siek word nadat hy 13 weke lank tot die Fonds bygedra het, geregtig op—

(a) mediese behandeling, met inbegrip van X-straalondersoeke, operasies, inspuitings, ondersoekte deur spesialiste, narkose en behandeling in hospitale en verpleeginrigtings op koste van die Fonds: Met dien verstande dat die Fonds se aanspreeklikheid vir die hospitaal- en verpleeginrigtinggeld tot altesaam R10,50 per dag tot R100 per jaar beperk word;

(b) 'n toelae van R50 per kalenderjaar vir besoeke aan 'n spesialis, mits die besoeke aan die spesialis in die eerste plek deur 'n mediese beampte van die Fonds aanbeveel is;

(c) siektebesoldiging gelyk aan die helfte van die lid se loon voorgeskryf in die Ooreenkoms of voorgeskryf ingevolge die Wet op Vakleerlinge, 1944, vir die eerste drie weke en die volgende drie weke teen driekwart besoldiging, vir 'n tydperk of tydperke waarin hy weens 'n ongeluk of siekte nie sy gewone loon kan verdien nie, maar hoogstens 'n totale tydperk van ses weke in 'n kalenderjaar.

(d) die verskaffing van medisyne, artsenymiddels, salf, verbande en wasmiddels kragtens 'n voorskrif deur die mediese beampte van die Fonds onderteken, maar elke lid moet die eerste R2 van die koste van elke voorskrif betaal;

(e) 'n toelae van R20 vir die koste van een bril gedurende elke twee jaar lidmaatskap: Met dien verstande dat hy minstens een kalenderjaar lank lid van die Fonds moet wees voordat hy die eerste keer op 'n bril geregtig word: Voorts met dien verstande dat die mediese beampte van die Fonds in die eerste plek aanbeveel dat sy oë ondersoek en 'n bril aan hom uitgereik word;

(f) begrafniskoste ten bedrae van R50 wat betaal moet word aan die afhanklike of benoemde van 'n lid wat sterf nadat hy vir minstens 12 maande voor sy dood lid van die Fonds was:

Met dien verstande dat—

(i) geen lid op siektebesoldiging ten opsigte van die eerste drie dae siekte geregtig is nie;

(ii) in gevalle van ongelukke slegs sodanige bystand betaalbaar is as wat nie kragtens die Ongevalwet, 1941, geëis kan word nie.

(5) Uitbetalings uit die Fonds vir siektebesoldiging moet gestaak word wanneer die bedrag in die Fonds se krediet minder as R200 is, en die betaling van verdere bystand mag nie hervat word voordat daar weer R400 in die krediet van die Fonds is nie.

(6) Die Fonds moet geadminestreer word deur 'n Bestuursraad (hierna die "Bestuursraad" genoem) bestaande uit drie verteenwoordigers van die werkgewers en drie van die werknemers, aangestel deur die Nywerheidsraad. Die administrasie moet geskied ooreenkomstig die reëls opgestel deur die Bestuursraad en goedgekeur deur die Raad. Die reëls mag nie met hierdie klousule onbestaanbaar wees nie en kan, met die Raad se goedkeuring, deur die Bestuursraad gewysig word. 'n Eksemplaar van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word, en eksemplare moet ook by die hoofkantoor van die Raad beskikbaar wees vir insae deur enigeen wat in die Bedryf werksaam is.

(7) (a) Alle geld wat in die Fonds inbetaal word, moet in 'n spesiale bankrekening gestort word wat by 'n bank en/of inrigting, goedgekeur deur die Raad, geopen moet word.

(b) Alle tjeks wat op die Fonds se rekening getrek word, deur die Bestuursraad gewysig word. 'n Eksemplaar van die Bestuursraad onderteken word.

(c) Surplusgeld in die Fonds kan op deposito geplaas word by 'n bouvereniging wat deur die Bestuursraad goedgekeur is, of in Nasionale Spaarsertifikate belê word: Met dien verstande dat genoeg geld in likwiede vorm gehou moet word om die Bestuursraad in staat te stel om alle eise teen die Fonds te betaal onmiddellik nadat hulle ingestel is.

(d) Alle uitgawes aangegaan in verband met die administrasie van die Fonds kom ten laste van die Fonds.

(8) 'n Openbare rekenmeester moet jaarliks deur die Nywerheidsraad aangestel word teen die besoldiging waarvoor die Raad besluit. Die rekenmeester moet, nadat die Fonds bystand begin betaal het, die rekenings van die Fonds minstens een keer per jaar voor of op 31 Januarie elke jaar ouditeer en moet 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

(i) ingevolge subklousule (3) hiervan;

(ii) uit enige ander bron; en

(b) expenditure incurred under all headings during the period ending 31 December preceding, together with a statement showing the assets and liabilities of the Fund. True copies of these statements which shall be countersigned by the Chairman of the Board, and the auditor's reports thereon shall be available for inspection at the Council's office to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) In the event of the expiration of this Agreement by effluxion of time or for any other cause and a subsequent agreement for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiration, or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Board.

(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 section 34 (2) of the Act, the Board shall continue to administer the Fund and the members of the Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided however that any vacancy occurring on the Board may be filled by the Industrial Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Board. In the event of such Board being unable or unwilling to discharge its duties or a deadlock arising thereon 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 Board and who shall possess all the power of the Board for such purpose. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the Board or the trustees, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (1) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(12) The provisions of this clause shall not apply to an apprentice unless he agrees to become a member of the Fund by signing a stop order in the form of the Annexure B to this Agreement and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council, together with his first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer, the provisions of this clause shall apply in respect of the said apprentice: Provided that any benefits which may have been granted to the said apprentice in terms of subclause (13) of this clause in respect of any period of employment shall be deducted from any benefits payable to him in terms of this clause during the same period: Provided further, if the said stop order is withdrawn by the said apprentice at any time he shall again commence to qualify for leave benefits in terms of subclause (13) of this clause on the date of such withdrawal.

(13) An apprentice who is not a member of the Fund, and any other employee, except a casual employee, who has been excluded from the Fund on account of—

(a) chronic sickness;

(b) any other good reason recognised by the Board as being sufficient;

and who is absent from work through incapacity, shall be granted by the employer not less than 36 days sick leave in the aggregate during any period of 36 consecutive months of employment with him, and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;

(b) uitgawes gedurende die voorafgaande tydperk, geëindig 31 Desember, onder alle hoofde aangegaan, asook 'n staat wat die bates en laste van die Fonds toon. Ware afskrifte van hierdie state, wat deur die Voorsitter van die Bestuursraad medeonderteken moet word, en die ouditeur se verslag daarvoor moet te insae op die Raad se kantoor beskikbaar wees vir persone wat in die Haarkappersbedryf werkzaam is, wat daarop geregtig is om afskrifte daarvan of uittreksels daaruit te maak. Gesertifiseerde afskrifte van albei state en die ouditeur se verslag daarvoor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(9) As hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk en 'n ander ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of as die Raad nie die Fonds binne sodanige tydperk na 'n ander fonds oordra wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is nie, moet die Fonds gelikwider word. Die Fonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo vermeld, oorgedra word, deur die Bestuursraad geadminestreer word.

(10) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Raad ophou funksioneer of ontbind word, word geag lede daarvan vir sodanige doeleindes te wees: Met dien verstande egter dat as 'n vakature in die Bestuursraad ontstaan, die Nywerheidsregistrator dit kan vul uit die geledere van die werkgewers of werknemers in die Bedryf, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die lidmaatskap van die Bestuursraad te verseker. As sodanige Bestuursraad nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrator onwenslik of ondoenlik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuursraad na te kom en sodanige trustee of trustees moet vir sodanige doel oor al die bevoegdhede van die Bestuursraad beskik. Indien daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Bestuursraad of die trustees, na gelang van die geval, gelikwider word op die wyse uiteengesit in subklousule (11) van hierdie klousule, en as die sake van die Raad by sodanige verstryking reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

(11) By likwidasië van die Fonds ingevolge subklousule (1) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkosten, betaal is, in die fondse van die Raad gestort word.

(12) Hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy instem om lid van die Fonds te word deur 'n aftrekorder in die vorm van Aanhangsel B van hierdie Ooreenkoms te teken, en so 'n aftrekorder by sy werkgewer in te dien, tesame met die duplikaatafskrif daarvan. Die oorspronklike aftrekorder moet deur die werkgewer behou word en die duplikaat daarvan moet aan die Sekretaris van die Raad gestuur word, tesame met sy eerste bydrae namens die vakleerling. Vanaf die datum waarop genoemde aftrekorder by die werkgewer ingedien is, is hierdie klousule van toepassing op genoemde vakleerling: Met dien verstande dat alle bystand wat kragtens subklousule (13) van hierdie klousule ten opsigte van enige dienstydperk aan genoemde vakleerling verleen is, afgetrek moet word van bystand wat ingevolge hierdie klousule gedurende dieselfde tydperk aan hom betaalbaar is: Voorts met dien verstande dat as genoemde vakleerling genoemde aftrekorder te eniger tyd intrek, hy weer op verlofbystand kragtens subklousule (13) van hierdie klousule geregtig begin word op die datum van sodanige intrekking.

(13) 'n Vakleerling wat nie lid van die Fonds is nie, en enige ander werknemer, uitgesonderd 'n los werknemer, wat van die Fonds uitgesluit is weens—

(a) chroniese siekte;

(b) enige ander goeie rede wat die Bestuursraad afdoende ag;

en wat van sy werk afwesig is weens ongeskiktheid, moet deur sy werkgewer altesaam minstens 36 dae siekteverlof gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom toegestaan word en die werkgewer moet aan sodanige werknemer ten opsigte van die afwesigheids tydperk kragtens hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag vir elke voltooide maand diens;

No.

SLEGS VIR KANTOORGEBRUIK

ALLE GELDE MOET VOORUIT BETAAL
WORD

Naam van salon.....

SAMEVATTING

Vakverenigingsledegeld, kolom 6.....R

Aan Nywerheidsraad vir werknemers, kolom 7.....R

Aan Nywerheidsraad vir werknemers, kolom 7.....R
Aan Nywerheidsraad vir werkgewers, kolom 8.....R

Aan Siektebystandsfonds vir werknemers, kolom 9..... R

Aan Siektebystandsfonds vir werkgewers, kolom 10..... R

Aan verlofbesoldiging, kolom 11.....R

Aan meesterhaarkappersledegelde.....R

Per tjek/kontant hierby.....R

(To be completed in duplicate)

..... } Address

 }

19

I, (full name of apprentice)
having agreed to become a member of the Hairdressing Trade Sick
Benefit Fund, hereby authorise my employer, Mr.....
of.....
(Name and address of employer)

to pay on my behalf to the Secretary of the Council for the Hair-dressing Trade, Durban, until further notice the contributions payable by me towards the said Fund and to pay the balance of my remuneration to me in the usual way.

(Signature of apprentice)

(Signature of guardian, if
apprentice is a minor)

No. R. 2181

28 October 1977

SHOPS AND OFFICES ACT, 1964

HAIRDRESSING TRADE, DURBAN.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 14 (1) of the Shops and Offices Act, 1964, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 2180 of 28 October 1977 may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 7 of the first-mentioned Act, in respect of employees who are entitled to sickness compensation in terms of clause 24 of the said Agreement.

S. P. BOTHA, Minister of Labour.

AANHANGSEL B

(Moet in tweevoud ingevul word)

..... } Adres

 }

..... 19

Ek, (volle naam van vakleerling)
het ingestem om lid te word van die Siektebystandsfonds vir die
Haarkappersbedryf, Durban, en magtig hierby my werkgewer, mnr.
.....
(Naam en adres van werkgewer)

om my bydraes tot genoemde Fonds tot verdere kennisgewing aan die Sekretaris van die Nywerheidsraad vir die Haarkappersbedryf, Durban, namens my te betaal en die res van my besoldiging op die gewone manier aan my te betaal.

.....
(Handtekening van vakleerling)

(Handtekening van voog, indien vakleerling minderjarig is)

No. R. 2181

28 Oktober 1977

WET OP WINKELS EN KANTORE, 1964

HAARKAPPERSBEDRYF, DURBAN. — VRY-
STELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby kragtens artikel 14 (1) van die Wet op Winkels en Kantore, 1964, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2180 van 28 Oktober 1977 kragtens die Wet op Nywerheidsversoenig, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 7 van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge klousule 24 van genoemde Ooreenkoms op siektevergoeding geregtig is.

S. P. BOTHA, Minister van Arbeid.

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