

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3674

REGULATION GAZETTE No. 3674

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No. 9075

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 272

24 Februarie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, NATAL.—OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Maart 1984 en vir die tydperk wat op 28 Februarie 1987 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 15 (2) en (3), 17 (1), 18, 19 en 20, met ingang van 1 Maart 1984 en vir die tydperk wat op 28 Februarie 1987 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

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

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

905—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 272

24 February 1984

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, NATAL.—
AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 March 1984 and for the period ending 28 February 1987, 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; and

(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) (a), 2, 5 (2) (c), 15 (2) and (3), 17 (1), 18, 19 and 20, shall be binding, with effect from 1 March 1984 and for the period ending 28 February 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE,
NATAL

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

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

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

9075—1

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Haarkappersbedryf inn 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 van toepassing slegs 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 met die Wet op Mannekrageopleiding, 1981, of 'n leerlingskontrak aangegaan of voorwaardes gestel ingevolge genoemde Wet nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly drie jaar van krag of so lank as wat hy bepaal.

3. WOORDOMSKRYWING

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 blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956 (Wet 28 van 1956);

“vakleerling” 'n werknemer wat 'n skriftelike leerlingskontrak uitdien, wat geregistreer is ingevolge die Wet op Mannekrageopleiding, 1981, en sluit dit 'n minderjarige in wat ingevolge daardie Wet 'n proef tydperk uitdien;

“los werknemer” 'n haarkapper 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 'n ander vorm van klerklike werk verrig, en omvat dit 'n ontvangsklerk en/of kassier en/of telefonis en/of verkoopassistent;

“Raad” die Nywerheidsraad vir die Haarkappersbedryf, Natal, geregistreer ingevolge artikel 19 van die Wet op Arbeidsverhoudinge, 1956;

“kosmetologie” die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is in enigen en/of 'n kombinasie van die werksaamhede wat in die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiese of kosmetoloë of haarkappers en omvat dit—maar word dit nie andersyds daardeur beperk nie tot—enigen en/of 'n kombinasie van die volgende:

Iemand se hare of pruik of haarstuk op watter wyse ook al en/of met die hand of 'n meganiese of elektriese apparaat of toestel skik, kap, krul, kartel, verslap, versteil, reinig, sny, skeer, skroei, bleik, kleur of andersins behandel, of met gebruikmaking van kosmetiekpreparate, antiseptiese middels, tonikums, vloeimiddels, room of andersins die kopvel, gesig, nek, arms, hande of bodeel van die liggaam masseer, reinig, stimuleer, manipuleer, oefen, verfraai of andersins behandel, die wenkbroue pluk of iemand se naels pedikuer en manikuer;

“bedryfsinrigting” 'n perseel waar toilet dienste gelewer word;

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

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

“haarkapper” 'n werknemer, uitgesonderd 'n manikurist of sjampoeur, 'n minderjarige in klousule 4 (1) (f) bedoel of 'n vakleerling ingeboek kragtens die Wet op Mannekrageopleiding, 1981, wat een of meer van die werksaamhede verrig wat onder “toilet dienste” in hierdie woordomskrywing omskryf word, en wat—

(a) 'n leerlingskontrak kragtens die Wet op Mannekrageopleiding 1981, uitgedien het; of

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

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

(d) in 'n kwalifiserende vaktoets ingevolge artikel 7 van die Wet op Mannekrageopleiding, 1981, 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;

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 Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower 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 Labour Relations Act, 1956 (Act 28 of 1956);

“apprentice” means an employee serving under a written contract of apprenticeship, registered under the Manpower Training Act, 1981, and includes a minor employed on probation under that Act;

“casual employee” means a hairdresser 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;

“Council” means the Industrial Council for the Hairdressing Trade, Natal, registered in terms of section 19 of the Labour Relations Act, 1956;

“cosmetology” means the Trade in which employers and employees are associated in any one and/or a combination of practices generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers and shall include, but otherwise not be limited thereby, the following or any one or a combination of the following:

Arranging, dressing, curling, waving, relaxing, straightening, cleansing, cutting, shaving, singeing, bleaching, colouring or similar work upon the hair of any person, or wig or hairpiece of any person, by any means and/or with hands or mechanical or electrical apparatus or appliance, or by the use of cosmetic preparations, antiseptics, tonics, lotions, creams or otherwise massaging, cleansing, stimulating, manipulating, exercising, beautifying or similar work on the scalp, face, neck, arms, hands or upper part of the body, eyebrow plucking or the pedicuring and manicuring of the nails of any person;

“establishment” means any premises in which toilet services are rendered;

“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;

“hairdresser” means an employee, other than a manicurist or shampoo employee, a minor referred to in clause 4 (1) (f) or an apprentice indentured under the Manpower Training Act, 1981, 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 Manpower Training Act, 1981;

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trade and in the gentlemen's trade in accordance with the curricula laid down by the Council;

(c) holds 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 section 7 of the Manpower Training Act, 1981, 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;

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

Sjampoewerk; sluiers, spelde, rollers, knippe en alle ander setmiddels verwyder; kliënte voorberei vir opkikking of bobleiking; spoelmiddels of kleur aanwend; kliënte onder droërs plaas en kliënte van onder droërs uitneem; hare droogblaas;

"manikuris/sjampoewerknemers, 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 ouer, wat een of meer van die volgende werksaamhede verrig:

Sjampoewerk; sluiers, spelde, rollers, knippe en alle ander sethulp-middels verwyder; kliënte voorberei vir opkikking of bobleiking; spoelmiddels of kleur aanwend; kliënte onder droërs plaas en kliënte van onder droërs uitneem; hare droogblaas;

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

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

"toilet dienste" die volgende werksaamhede:

Iemand se hare of pruik of haarstuk op watter wyse ook al en/of met die hand of 'n meganiese of elektriese apparaat of toestel skik, kap, krul, kartel, verslap, versteil, reinig, sny, skeer, skroei, bleik, kleur of andersins behandel, of met gebruikmaking van kosmetiekpreparate, antiseptiese middels, tonikums, vloeimiddels, room of andersins die kopvel, gesig, nek, arms, hande of bodeel van die liggaam masseer, reinig, stimuleer, manipuleer, oefen, verfraai of andersins behandel, die wenkbroue pluk of iemand se naels pedikuer en manikuer;

"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 of albei afdelings van die Haarkappersbedryf gegee word;

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

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

4. LONE

(1) Behoudens subklousule (3) van hierdie klousule, mag geen laer lone as die volgende deur 'n werkgewer betaal of deur 'n werknemer aange- neem word nie.

Per maand
R

(a) Gekwalifiseerde haarkappers:

Eerste jaar na kwalifisering (sonder bedryfstoets):	
Gedurende eerste jaar van Ooreenkoms.....	200,00
Gedurende tweede jaar van Ooreenkoms	225,00
Gedurende derde jaar van Ooreenkoms	250,00

Daarna:

Gedurende eerste jaar van Ooreenkoms.....	300,00
Gedurende tweede jaar van Ooreenkoms	325,00
Gedurende derde jaar van Ooreenkoms	350,00

Eerste jaar na kwalifisering (met bedryfstoets):

Gedurende eerste jaar van Ooreenkoms.....	300,00
Gedurende tweede jaar van Ooreenkoms	325,00
Gedurende derde jaar van Ooreenkoms	350,00

Daarna:

Gedurende eerste jaar van Ooreenkoms.....	350,00
Gedurende tweede jaar van Ooreenkoms	375,00
Gedurende derde jaar van Ooreenkoms	400,00

(b) Sjampoëis/Manikuris (ongekwalifiseer):

Gedurende eerste jaar van Ooreenkoms.....	100,00
Gedurende tweede jaar van Ooreenkoms	110,00
Gedurende derde jaar van Ooreenkoms	120,00

Sjampoëis/Manikuris (gekwalifiseer):

Gedurende eerste jaar van Ooreenkoms.....	150,00
Gedurende tweede jaar van Ooreenkoms	170,00
Gedurende derde jaar van Ooreenkoms	190,00

Plus 'n bywoningsbonus ingevolge subklousule (7).

"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, taking clients out from under driers; and handdrying;

"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 veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying rinses or colour; placing clients under driers, taking clients out from under driers; and handdrying;

"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:

Arranging, dressing, curling, waving, relaxing, straightening, cleansing, cutting, shaving, singeing, bleaching, colouring, or similar work upon the hair of any person, or wig or hairpiece of any person, by any means and/or with hands or mechanical or electrical apparatus or appliance, or by the use of cosmetic preparations, antiseptics, tonics, lotions, creams, or otherwise massaging, cleansing, stimulating, manipulating, exercising, beautifying or similar work on the scalp, face, neck, arms, hands or upper part of the body, eyebrow plucking or the pedicuring and manicuring of the nails of any person;

"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.

4. WAGES

(1) Subject to the provisions of subclause (3) of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

Per month
R

(a) Qualified hairdressers:

First year after qualifying (without trade test):

During the first year of operation of Agreement	200,00
During the second year of operation of Agreement...	225,00
During the third year of operation of Agreement	250,00

Thereafter:

During the first year of operation of Agreement	300,00
During the second year of operation of Agreement...	325,00
During the third year of operation of Agreement	350,00

First year after qualifying (with trade test):

During the first year of operation of Agreement	300,00
During the second year of operation of Agreement...	325,00
During the third year of operation of Agreement	350,00

Thereafter:

During the first year of operation of Agreement	350,00
During the second year of operation of Agreement...	375,00
During the third year of operation of Agreement	400,00

(b) Shampooist/Manicurist (unqualified):

During the first year of operation of Agreement	100,00
During the second year of operation of Agreement...	110,00
During the third year of operation of Agreement	120,00

Shampooist/Manicurist (qualified):

During the first year of operation of Agreement	150,00
During the second year of operation of Agreement...	170,00
During the third year of operation of Agreement	190,00

Plus an attendance bonus in terms of subclause (7).

	Per maand
	R
(c) Klerk.....	250,00
Werknemers nie andersins uitdruklik genoem nie	200,00
(d) Algemene assistent:	
Gedurende eerste jaar van Ooreenkoms.....	120,00
Gedurende tweede jaar van Ooreenkoms	130,00
Gedurende derde jaar van Ooreenkoms	140,00
	Per dag
	R
(e) Los werknemer:	
Gedurende eerste jaar van Ooreenkoms.....	13,50
Gedurende tweede jaar van Ooreenkoms	14,00
Gedurende derde jaar van Ooreenkoms	14,50

(f) Minderjariges in diens in die bedryf van dames- en/of manshaarkappers, gedurende die tydperk waarin hulle aldus ingevolge die Wet op Mannekragopleiding, 1981 sonder 'n leerlingskontrak in diens is: Dieselfde as die loon voorgeskryf vir eerstejaar-vakleerlinge.

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

(3) 'n Werkgewer mag niemand as haarkapper in diens neem nie, tensy so 'n persoon 'n haarkapper is soos omskryf in klousule 3 of 'n minderjarige soos bedoel in subklousule 4 (1) (f) of 'n vakleerling.

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

(5) 'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

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

(7) 'n Werknemer vir wie lone in subklousule (1) (b) voorgeskryf word, moet, bo en behalwe die lone daarin voorgeskryf, 'n bywoningsbonus van R10 per maand deur die werkgewer betaal word vir elke maand waartydens hy nie van sy werk afwesig was nie.

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 die lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde lone moet in 'n verseëlde kovert 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 kovert. '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 afgetrek word van die bedrag wat aan 'n werknemer verskuldig is nie:

(a) Behoudens klousule 7, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, '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 The S.A. Hairdressers' Employees' Industrial Union ingevolge klousule 15 (2) van hierdie Ooreenkoms;

(d) bydraes tot die Siektebystandfonds vir die Haarkappersbedryf ingevolge klousule 24 van hierdie Ooreenkoms;

(e) aftrekkings vir bydraes tot die Werkloosheidsversekeringsfonds of 'n ander bedrag wat 'n werkgewer regtens of ingevolge '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.

	Per month
	R
(c) Clerical employee.....	250,00
Employees not otherwise specifically mentioned.....	200,00
(d) General assistant:	
During the first year of operation of this Agreement	120,00
During the second year of operation of this Agreement	130,00
During the third year of operation of this Agreement	140,00
	Per day
	R
(e) Casual employee:	
During the first year of operation of this Agreement	13,50
During the second year of operation of this Agreement	14,00
During the third year of operation of this Agreement	14,50

(f) Minors employed in the trade of ladies' and/or gentlemen's hairdressers, during the period they may be so employed in terms of the Manpower Training Act, 1981, without a contract of apprenticeship: Same as the wage laid down for first-year apprentices.

(2) 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.

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

(4) 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.

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

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

(7) An employee for whom wages are prescribed in subclause (1) (b) shall, over and above the wages therein prescribed, be paid by the employer an attendance bonus of R10 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 The S.A. Hairdressers' Employees' Industrial Union 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. WERKURE

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

Die werkdag moet in ooreenstemming wees met die aanvangs- en uitskeityd 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 werkgewer nie van 'n werknemer mag vereis of hom mag toelaat om langer as vyf uur ononderbroke op 'n dag te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en so 'n pouse moet geag word nie deel van die gewone werkure uit te maak nie.

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

BYLAE

Maandag, Woensdag, Donderdag, Vrydag	Werkure mag hoogstens 8½ per dag wees	Tussen 07h00 en 18h00.	en
Dinsdag.....	Werkure mag hoogstens 7 per dag wees	Tussen 07h00 en 18h00.	en
Saterdag	Werkure mag hoogstens 5 per dag wees	Tussen 07h00 en 13h00.	en

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

(3) *Verbod op oortydwerk.*—Daar mag nie van 'n werknemer vereis of hy mag nie toegelaat word om langer te werk as die getal ure in subklousule (1) voorgeskryf 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 ventilasiedoelindes.

(5) Bedryfsinrigtings moet gesluit wees op die Saterdag wat volg op Goede Vrydag.

(6) Geen werkende werkgewer in die Haarkappersbedryf mag toegelaat word om aan die publiek een of meer van die werksaamhede soos in "toilet dienste" in hierdie Ooreenkoms omskryf—

(a) voor 07h00 en na 18h00 op Maandag tot en met Vrydag; en

(b) voor 07h00 en na 13h00 op Saterdag;

te lewer nie behalwe soos in klousule 21 van hierdie Ooreenkoms bepaal.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging 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 werkgewer 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 een week geneem kan word, moet 18 werkdag 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) moet, wanneer dit in twee afsonderlike tydperke geneem word, by onderlinge ooreenkoms tussen die werkgewer en die werknemer geneem word binne ses maande nadat dit verskuldig is.

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

(4) Waar 'n werknemer een jaar diens by dieselfde werkgewer voltooi het en die werkgewer van die 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 verlobbesoldiging insluit ten opsigte van verlof wat *mutatis mutandis* kragens subklousule (5) vir genoemde werknemer opgeloop het ten opsigte van diens by dieselfde werkgewer nadat die werknemer kragens subklousule (2) op verlof geregtig geword het nie. Sodanige *pro rata*-verlobbesoldiging moet ingevolge subklousule (6) hieraan *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. 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 an interval 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

Mondays, Wednesdays, Thursdays, Fridays	Hours of work not to exceed 8½ per day	Between 07h00 and 18h00.
Tuesdays	Hours of work not to exceed 7 per day	Between 07h00 and 18h00.
Saturdays.....	Hours of work not to exceed 5 per day	Between 07h00 and 13h00.

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

(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, that if a mechanical, electrical or technical fault should occur, 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 the premises.

(5) Establishments shall be closed on the Saturday following Good Friday.

(6) No working employer engaged in the Hairdressing Trade shall be permitted to render to the public any one or more of the operations as defined under "toilet services" in this Agreement—

(a) before 07h00 and after 18h00 on Mondays to Fridays inclusive; and

(b) before 07h00 and after 13h00 on Saturdays;

save and except as provided for in clause 21 to this Agreement.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

(2) (a) Every 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 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, 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, by mutual arrangement between the employer and employee, be taken within six months of its falling due.

(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 its 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, for each completed week of employment in the uncompleted year, be entitled to one-seventeenth of a week's wages which he was receiving when his employment was terminated.

(6) Die werkgewer moet die Sekretaris van die Raad in kennis stel van die datum waarop die werknemer se verlof kragtens subklousule (2) begin of waarop sy diens beëindig word, na gelang van die geval, en moet terselfdertyd in elke geval die verlofbesoldiging (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 kragtens subklousule (2) begin of binne sewe dae na diensbeëindiging, na gelang van die geval. Wanneer 'n werknemer verlof moet neem wat kragtens subklousule (2) voorgeskryf is, moet die verlofbesoldiging wat aan die Raad gestuur is, onmiddellik aan hom betaal word, maar waar die werknemer se diens beëindig is, moet die *pro rata*-verlofbesoldiging wat aan die Raad gestuur is deur die Raad gehou word tot tyd en wyl die werknemer altesaam een jaar diens in die Haarkappersbedryf, deur hierdie Ooreenkoms gedek, voltooi het.

Wanneer die werknemer altesaam een jaar diens in genoemde Haarkappersbedryf voltooi het, moet hy verlof kragtens subklousule (2) neem, en sy werkgewer moet sodanige verlof aan hom toestaan binne twee maande nadat hy hierkragtens daarop geregtig geword het, en die werkgewer 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 werkgewer in diens was totdat 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—

(i) 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* van toepassing op alle *pro rata*-verlofbesoldiging wat aan die werknemer verskuldig is;

(ii) waar 'n werknemer 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, 'n jaar diens in genoemde Bedryf voltooi nie, die geld waarmee sodanige werknemer gekrediteer is ondanks andersluidende bepalinge hierin 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;

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

(iv) 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 alle 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, gelewer is, en tydperk waarin die werknemer kragtens hierdie klousule met verlof is of op las of versoek van die werkgewer van die werk afwesig is of weens siekte of 'n ongeluk van die werk afwesig is, maar alle afwesigheids tydperke weens siekte of 'n ongeluk wat langer as 10 weke in 'n bepaalde 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 is 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 verloftydperk wat kragtens subklousule (2) hiervan aan so 'n werknemer toegestaan is.

(10) Afwesigheidsverlof met volle besoldiging en kennisgewing van diensopsegging mag nie saamval nie.

(11) Alle bedrae 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 aan 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 goeddunke 'n *ex gratia*-bedrag uit die algemene fondse van die Raad aan 'n werknemer soos hierin bedoel, kan betaal.

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

(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 shall 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 its 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 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 that—

(i) 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;

(ii) 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;

(iii) 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

(iv) 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 rendered 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 instructions 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 and referred to herein.

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

8. GETALVERHOUDING

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

(2) Ondergemelde getalverhouding is van toepassing vir sover dit sjampoewerknemers betref:

Een sjampoewerknemer tot een gekwalifiseerde haarkapper;
 een sjampoewerknemer tot twee gekwalifiseerde haarkappers;
 twee sjampoewerknemers tot drie gekwalifiseerde haarkappers;
 drie sjampoewerknemers tot vyf gekwalifiseerde haarkappers;
 vier sjampoewerknemers tot ses gekwalifiseerde haarkappers;
 vyf sjampoewerknemers tot sewe gekwalifiseerde haarkappers;
 ses sjampoewerknemers tot agt gekwalifiseerde haarkappers;
 sewe sjampoewerknemers tot nege gekwalifiseerde haarkappers;
 agt sjampoewerknemers tot 10 gekwalifiseerde haarkappers.

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 van die dames- en/of manshaarkappersbedryf, gedurende die tydperk waarin hulle kragtens die Wet op Mannekragopleiding, 1981, sonder 'n leerlingskontrak aldus in diens is, minstens een werkdag kennis gee; en

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

of 'n werkgewer of 'n 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 kennisgewing 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 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

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

(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 (i) (ab) van die voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die opseggingstyd waaroor ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf 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, lewer of gedurende 'n tydperk van afwesigheid weens siekte nie.

(4) 'n Werknemer 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. Hulle moet die eksamens in subklousules (2) en (3) bedoel, afneem en aanbevelings aan die Raad doen oor die uitreiking van registrasiesertifikate kragtens klousule 17.

(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 werknemer versoek om 'n eksamen af te lê in welke geval hy aan die Raad (deur middel van die Sekretaris) die som van R45 moet stuur; of

8. RATIO

(1) 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.

(2) The following ratio shall be applied in as far as shampoo employees are concerned:

One shampoo employee to one qualified hairdresser;
 one shampoo employee to two qualified hairdressers;
 two shampoo employees to three qualified hairdressers;
 three shampoo employees to five qualified hairdressers;
 four shampoo employees to six qualified hairdressers;
 five shampoo employees to seven qualified hairdressers;
 six shampoo employees to eight qualified hairdressers;
 seven shampoo employees to nine qualified hairdressers;
 eight shampoo employees to 10 qualified hairdressers.

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 Manpower Training Act, 1981, 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, twice the weekly wage the employee is receiving at the time of such termination:

Provided that—

(i) 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) 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 rendering military service in terms of the Defence Act, 1957.

(2) Where there is an agreement in terms of (i) (ab) of the proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond to 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 rendering 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.

10. 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 to an examination, in which case he shall forward to the Council (through the Secretary) the sum of R45; or

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

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

(1) bestellings werf of neem vir werk in die Haarkappersbedryf of sodanige werk onderneem nie; of

(2) vir verkoop, wins of beloning, in toiletbenodigdhede handeldryf nie; of

(3) hetsy vir wins, beloning of ander vergoeding hoegenaamd toilet-dienste lewer nie.

12. KOMMISSIE-OOREENKOMS

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

(a) die kommisietarief of -tariewe en die aanspraakvoorwaardes;

(b) die dag van die week of maand waarop die verdiende kommissie verskuldig is;

(c) die tydperk, wat minstens 'n week en skriftelik moet wees, waarmee die werkgever of sy werknemer die ooreenkoms moet opse of kennis moet gee van die voorneme om oor 'n wysiging van die ooreenkoms te onderhandel.

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

13. VERTOLKING VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordlik is vir die administrasie van hierdie Ooreenkoms en hy kan vir die leiding van werknemers en werkgevers menings uitspreek wat nie met die bepalinge daarvan 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 van artikel 51 (3) van die Wet kan die Raad enigiemand om 'n afdoende rede vrystel van enigeen van die bepalinge van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van iedereen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor die vrystelling geldig is: Met dien verstande dat die Raad na goeddunke nadat een week skriftelike kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat intrek.

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalinge van die Ooreenkoms waarvan hy vrygestel 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 wat uitgereik is, en 'n afskrif aan die Afdelingsinspekteur, Departement van Mannekrag, Durban, stuur;

(b) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

15. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION EN DIE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever R1,25 per maand aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 (1) (a), (b) en (c) voorgeskryf word.

Die werkgever 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 maand, aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(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.

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 alteration of, the agreement.

(2) The right to claim commission shall 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 exemption 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, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may if it deems 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 Manpower, 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 S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION AND THE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct R1,25 per month from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 (1) (a), (b) and (c).

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

(b) elke werkgever moet 50c aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klausule 4 (1) (d) voorgeskryf word.

Die werkgever moet 'n bedrag van 25c voeg by die totale bedrag aldus afgetrek en die totale bedrag 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 in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(c) Werkgevers van wie daar nie ingevolge subklausule (1) (a) en (b) vereis word om sodanige bedrae af te trek en 'n gelyke bedrag by te voeg nie, moet egter maand vir maand die bedrag van R2,50 aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

Subklausule (1) (a) en (b) is nie van toepassing ten opsigte van vakleerlinge en minderjariges soos in klausule 9 (1) (b) bedoel nie.

(2) Elke werkgever wat lid is van die South African Hairdressers' and Cosmetologists' Association moet ingevolge hierdie Ooreenkoms die lededgeld betaalbaar aan die vakvereniging aftrek van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge, wat lede is van die vakvereniging, en dié lededgeld 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 in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(3) Elke werkgever wat lid is van die South African Hairdressers' and Cosmetologists' Association moet, voor of op die sewende dag van die maand, sy maandelikse lededgeld vooruit aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

16. VERTONING VAN OOREENKOMS

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

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) 'n Werkgever wat lid is van die werkgeversorganisasie en 'n werknemer wat 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 klausule 4 (1) (a) van die Ooreenkoms voorgeskryf word, en 'n werkgever wat persoonlik as haarkapper in sy eie salon werksaam is en—

(i) wat 'n leerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het; of

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

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

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

moet by die Raad aansoek doen dat 'n registrasiesertifikaat, Klas A, aan hom uitgereik word, en sodanige werkgever of werknemer moet sodanige dokumentêre bewyse lewer as wat die Raad ter staving van sy kwalifikasie vir so 'n sertifikaat nodig ag.

(b) 'n Werknemer vir wie lone in klausule 4 (1) (b), (c), (d) en (e) voorgeskryf word, en 'n werkgever, uitgesonderd 'n werkgever in paragraaf (a) bedoel, maar wat ook aktief in sy eie salon werksaam is, 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 uitreik aan werkgevers en werknemers wat aan paragraaf (a) of (b) voldoen.

(3) Elke werknemer aan wie 'n sertifikaat kragtens subklausule (2) uitgereik is, moet by diensaanzaarding in die Nywerheid sodanige sertifikaat aan sy werkgever toon.

(4) Geen werkgever mag iemand in diens neem nie tensy hy 'n registrasiekaart toon en hy mag niemand as haarkapper—

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

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

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

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

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

(b) Every employer shall deduct 50c from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 (1) (d).

To the total amount so deducted the employer shall add an amount of 25c and forward the total sum, month by month, and not later than the seventh day of each and every month, to the Secretary of the Council, P.O. Box 2182, Durban, in the form prescribed in Annexure A to this Agreement.

(c) Employers who are not required to make such deductions and add an equal amount in terms of subclause (1) (a) and (b), shall, however, remit the amount of R2,50, month by month, to the Secretary of the Council, P.O. Box 2182, Durban, in the form prescribed in Annexure A to this Agreement.

Subclause (1) (a) and (b) shall not apply in respect of apprentices and minors [as referred to in clause 9 (1) (b)].

(2) Every employer who is a member of the South African Hairdressers' and Cosmetologists' Association 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 trade 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 and every month in the form prescribed in Annexure A to this Agreement.

(3) Every employer who is a member of the South African Hairdressers' and Cosmetologists' Association shall remit to the Secretary of the Council, P.O. Box 2182, 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) of the Agreement, and an employer who is personally working as a hairdresser in his own salon, and who—

(i) has completed an apprenticeship contract in terms of the Manpower Training Act, 1981; 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 employer or employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for such a certificate.

(b) An employee for whom wages are prescribed in clause 4 (1) (b), (c), (d) and (e), and an employer, other than an employer referred to in paragraph (a), but who is also actively engaged in his own salon, 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 any person without the production of a registration card or employ as a hairdresser—

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

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

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) Elke werkgewer wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne 'n maand na die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die Haarkappersbedryf toetree, moet 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) In die geval van 'n vennootskap moet die volle name van al die vennote verstrek word, benewens die besonderhede wat ingevolge subklousule (7) vereis word.

(9) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet die volgende besonderhede verstrek word, benewens dié wat ingevolge subklousule (7) vereis word:

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

(10) Elke werkgewer moet elke maand in die vorm in Aanhangsel A hiervan voorgeskryf die volle name meld van alle persone, met inbegrip van minderjarige en vakleerlinge, in sy diens, asook sy eie volle naam of die volle name van alle vennote of direkteurs.

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

(12) Elke werkgewer moet binne 'n maand nadat 'n werknemer tot sy diens toegetree of sy diens verlaat het, die kantoor van die Nywerheidsraad vir die Haarkappersbedryf, Natal, 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 administrasie van die Ooreenkoms. Dit is die plig van elke werkgewer en elke 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

Geen werkgewer wat 'n lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie; en geen lid van die vakvereniging mag in diens bly by 'n werkgewer wat nie 'n lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, 'n lid van die werkgewersorganisasie word 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 90 dae nadat hy in die Nywerheid in diens getree het, 'n uitnodiging van die 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 werkgewer moet aan al 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 *mutatis mutandis* die ure en ander voorwaardes vir werknemers in hierdie Ooreenkoms voorgeskryf, nakom, behalwe dat werkende werkgewers 'n halfuur vroeër as die gewone openingsure kan begin werk en 'n halfuur later as die gewone sluitingsure kan ophou werk van Maandae tot en met Vrydae en om 13h00 op Saterdag: Met dien verstande dat waar daar meer as twee vennote is slegs een van die werkende vennote aldus kan werk.

(7) Every employer who has not already done so in pursuance of a previous agreement, shall within one month of the date of which this Agreement comes into operation, and every employer entering the hair-dressing Trade after that date shall 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 the business;
- (b) business address; and
- (c) full name of each employee, the capacity in which he is employed and wages paid.

(8) In the case of a partnership, the full names of all the partners shall be furnished in addition to the particulars required in subclause (7).

(9) In the case of a limited liability company, the following particulars shall be furnished in addition to those required by subclause (7):

- (a) The full names of the directors and 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.

(10) Every employer shall furnish monthly, in the form prescribed in Annexure A hereto, the full names of all persons employed, including minors and apprentices, as well as his own full name or the full names of any partners or directors.

(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 entered or left his service, notify, in writing, the office of the Industrial Council for the Hairdressing Trade, Natal, 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

No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

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 90 days of commencement of his employment in the Industry refused any invitation from the trade union 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 ON THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to 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 half an hour earlier than the normal opening hours and finish work half an hour later than the normal closing hours, Mondays to Fridays (both days inclusive), and at 13h00 on Saturdays: Provided that where there are more than two partners only one of the partners may so work.

22. BEHEER OOR PERSELE

(1) Geen werkgewer mag die Haarkappersbedryf beoefen 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 vuilwaterpype en 'n stelsel vir die onskadelike verwydering van vuilwater uitgerus is nie;

(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 verkry, 'n gedeelte van die perseel wat hy okkupeer en waarin hy werk in die Haarkappersbedryf verrig of verrig het, aan iemand laat verhuur of onderverhuur of deur iemand laat okkupeer ten einde sodanige persoon in staat te stel om werk in verband met die Haarkappersbedryf te verrig nie.

Die Raad kan na goeë dunde sy toestemming gee of weerhou.

(3) Geen werkgewer mag 'n haarkapperskool of -opleidingsentrum in sy haarkappery 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, OORKLARE EN UITRUSTING

(1) 'n Werkgewer moet op eie koste materiaal vir uniforms of oorklere verskaf, wat gebruik moet word deur 'n vakleerlingwerknemer wat hoogstens twee jaar van sy leertyd uitgedien het, en die leerlingwerknemer moet die oorklere en was en stryk. Sodanige uniforms of oorklere bly die werkgewer se eiendom.

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

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

24. SIEKTEBYSTANDSFONDS

(1) Die Fonds ingestel ingevolge die Ooreenkoms gepubliseer by Goewernmentskennisgewing 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 die doeleindes van die Fonds moet elke werkgewer elke week of maand, na gelang van die geval, onderstaande bedrae aftrek van die voorgeskryfde loon van elk van sy weekliks of maandeliks betaalde werknemers en, behoudens subklousule (12) van hierdie klousule, van die loon voorgeskryf ingevolge die Wet op Mannekragopleiding, 1981, van elk van sy vakleerlinge wat lid van die Fonds is:

(i) R5 per maand vir alle werknemers vir wie lone in klousule 4 (1) (a) en (c) voorgeskryf word;

(ii) R4 per maand vir alle werknemers vir wie lone in klousule 4 (1) (b) en (d) voorgeskryf word.

(c) (i) Elke werkende werkgewer met werknemers moet R5 per maand ten behoeve van homself bydra.

(ii) Elke werkende werkgewer sonder werknemers moet R6,50 per maand ten behoeve van homself bydra.

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

(i) R2,50 per maand vir elke werknemer vir wie lone in klousule 4 (1) (a) en (c) voorgeskryf word;

(ii) R2 per maand vir elke werknemer vir wie lone in klousule 4 (1) (b) en (d) voorgeskryf word.

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;

(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 part of which is used as a sleeping apartment or a place for the storage or preparation of food, unless the part 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, without obtaining the prior consent of the Council, cause or permit any part 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's engaging in any work connected with the Hairdressing Trade.

The consent of the Council may be given or withheld in 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

(1) An employer shall at his cost and expense, supply materials for uniforms or overalls to any apprentice employee who has not served more than two years of his period of apprenticeship, which overalls shall be laundered or caused to be laundered by the apprentice employee. Such uniforms or overalls shall remain the property of the employer.

(2) 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.

(3) 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 paragraphs (b), (c) and (d) of this subclause.

(b) For the purposes of the Fund, every employer shall each week or month, as the case may be, deduct the following amounts from the prescribed wages of each of his weekly or monthly paid employees and, subject to the provisions of subclause (12) of this clause, from the prescribed wages, in terms of the Manpower Training Act, 1981, of each of his apprentices who are members of the Fund:

(i) R5 per month for all employees for whom wages are prescribed in clause 4 (1) (a) and (c);

(ii) R4 per month for all employees for whom wages are prescribed in clause 4 (1) (b) and (d).

(c) (i) Every working employer with employees shall contribute R5 per month on his own behalf;

(ii) Every working employer without employees shall contribute R6,50 per month 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) R2,50 per month for each employee for whom wages are prescribed in clause 4 (1) (a) and (c);

(ii) R2 per month for each employee for whom wages are prescribed in clause 4 (1) (b) and (d).

(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, ondersoeke 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 verpleeginrigtinggelde tot altesaam R16,50 per dag of R200 per jaar beperk word;

(b) 'n toelae van R90 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 voorskryf in die Ooreenkoms of ingevolge die Wet op Mannekragopleiding, 1981, vir die eerste twee weke en die volgende vier 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 ononderbroke tydperk van 12 maande;

(d) die verskaffing van medisyne, artsenymiddels, self, verbande en vloeiemiddels kragtens 'n voorskrif deur die mediese beampte van die Fonds onderteken, maar elke lid moet die eerste R2,83 van die koste van elke voorskrif betaal;

(e) 'n toelae van R50 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 getoets en 'n bril aan hom uitgereik word;

(f) begrafniskoste ten bedrae van R150 wat betaal moet word aan die afhanklike of benoemde van 'n lid wat sterf nadat hy 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 verteenwoordigers van die werknemers, aangestel deur die Nywerheidsraad. Die administrasie moet geskied ooreenkomstig die reëls deur die Bestuursraad opgestel en deur die Raad goedgekeur. 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 Direkteur-generaal van Mannekrag 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 geopen moet word by 'n bank en/of inrigting deur die Raad goedgekeur.

(b) Alle tjeks wat op die Fonds se rekening getrek word, moet deur die voorsitter, die ondervoorsitter en die sekretaris 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 waaroor 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 outiteer en moet 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

(i) ingevolge subklousule (3) hiervan;

(ii) uit alle ander bronne; en

(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 outiteur se verslag daaroor moet ter insae op die Raad se kantoor beskikbaar wees vir persone wat by die Haarkappersbedryf betrokke of daarin werksaam is, wat daarop geregtig is om afskrifte daarvan of uittreksels daaruit te maak. Gesertifiseerde afskrifte van albei state en die outiteur se verslag daaroor moet onmiddellik aan die Direkteur-generaal van Mannekrag gestuur word.

(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, after he has contributed towards the Fund for a period of 13 weeks, be entitled 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 R16,50 per day or R200 per annum;

(b) an allowance of R90 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 Manpower Training Act, 1981, for the first two weeks and the following four weeks at three-quarter pay, for a period or periods during which due to an accident or sickness, he is unable to earn his ordinary wage, but not exceeding a total period of six weeks within any continuous period of 12 months;

(d) supplies on the authority of a prescription signed by a medical officer of the Fund for medicines, drugs, ointment, bandages and lotions, except that each member shall be required to pay the first R2,83 of the cost of each prescription dispensed;

(e) an allowance of R50 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 are in each instance recommended by the medical officer of the Fund;

(f) funeral expenses amounting to R150 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 Director-General of Manpower, 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 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 against 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

(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 Director-General of Manpower.

(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 gelikwedeer word. Die Fonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo bedoel, oorgedra word, deur die Bestuursraad geadminestreer word.

(10) As die Raad ontbind word of ophou om te funksioneer gedurende die 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 daar 'n vakature in die Bestuursraad ontstaan, die Nywerheidsregistrator dit kan vul uit die gelede van die werkgewers of die werknemers in die Bedryf, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoordigers 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 daar '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 aal 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, gelikwedeer word op die wyse in subklousule (11) van hierdie klousule uiteengesit, en as die sake van die Raad by sodanige verstryking reeds gelikwedeer 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 likwidasie 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 likwidasielaste, 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. Hierdie klousule word van toepassing op genoemde vakleerling vanaf die datum waarop genoemde aftrekorder by die werkgewer ingedien is: Met dien verstande dat alle bystand wat kragtens subklousule (13) van hierdie klousule ten opsigte van enige dienstrydperk aan genoemde vakleerling verleen is, afgetrek moet word van die 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 verlobbystand 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 elke ander werknemer, uitgesonderd 'n los werknemer, wat van die Fonds uitgesluit is weens—

(a) chroniese siekte;

(b) 'n 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 afwesigheidstydperk 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 voltwoide maand diens;

(ii) 'n werkgewer as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie subklousule eis ten opsigte van afwesigheid van werk vir meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat waar 'n werknemer gedurende 'n tydperk van tot agt weke betaling kragtens hierdie subklousule ontvang het op twee of meer geleenthede sonder om so 'n sertifikaat te toon, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die jongste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat te toon ten opsigte van afwesigheid van werk.

(14) Vir die toepassing van subklousule (13)—

(a) omvat "besoldiging" of "loon" alle toelaes wat aan 'n werknemer betaal word of betaalbaar is;

(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 powers 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 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, the provisions of this clause shall apply in respect of the said apprentice as from the date on which the said stop order is lodged with the employer: 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 that 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 to 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;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work.

(14) For the purposes of subclause (13)—

(a) "pay" or "wage" includes any allowance which is paid or payable to an employee;

- (b) omvat "diens" alle tydperke waarin 'n werknemer—
- (i) kragtens klousule 7 (2) met verlof is; of
- (ii) met siekteverlof is; of
- (iii) op las of versoek van sy werkgever van die werk afwesig is; of
- (iv) militêre diens lewer ingevolge die Verdedigingswet, 1957;

wat in 'n bepaalde jaar altesaam hoogstens 10 weke behoort ten opsigte van subparagrafe (i), (ii) en (iii), plus tot vier maande in een jaar, ses maande in 18 maande en agt maande in twee jaar se militêre diens in subparagraaf (iv) bedoel, en alle aaneenlopende diens van 'n werknemer by dieselfde werkgever onmiddellik voor die datum van die inwerking-treding van hierdie Ooreenkoms moet vir die toepassing van hierdie subklousule geag word diens te wees, en alle siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan so 'n werknemer toegestaan word, moet vir die toepassing van hierdie subklousule geag word kragtens die Ooreenkoms toegestaan te gewees het; en

(c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, uitgesonderd siekte of 'n besering veroorsaak deur 'n werknemer se wangedrag: Met dien verstande dat sodanige ongeskiktheid om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941 (Wet 30 van 1941), betaalbaar is, as ongeskiktheid beskou moet word slegs gedurende 'n tydperk waarvoor geen arbeidsongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

25. ULTRA VIRES

As 'n hof met regsbevoegdheid 'n bepaling van hierdie Ooreenkoms *ultra vires* verklaar, moet die oorblywende bepalings van hierdie Ooreenkoms geag word die Ooreenkoms uit te maak en bly dit van krag vir die onverstreke termyn van die Ooreenkoms.

Namens die partye op hede die 19de dag van September 1983 in Durban onderteken.

H. SHAPIRO, Voorsitter.

G. WINTER, Ondervoorsitter.

R. K. BARTRAM, Sekretaris.

- (b) "employment" includes any period during which an employee—
- (i) is on leave in terms of clause 7 (2); or
- (ii) is on sick leave; or
- (iii) is absent from work on the instructions or at the request of his employer; or

(iv) is rendering military service in terms of the Defence Act, 1957; amounting in the aggregate in any year to not more than 10 weeks in respect of subparagraphs (i), (ii) and (iii), plus up to four months in one year, six months in 18 months and eight months in two years of any period of military service referred to in subparagraph (iv), and any continuous employment which an employee has had with the same employer immediately before the date of the commencement of this Agreement shall, for the purposes of this subclause, be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall for the purposes of this subclause be deemed to have been granted under the Agreement; and

(c) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall be regarded as incapacity only during any period in respect of which no disablement payment is payable in terms of the Act.

25. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of the Agreement.

Signed at Durban, on behalf of the parties, this 19th day of September 1983.

H. SHAPIRO, Chairman.

G. WINTER, Vice-Chairman.

R. K. BARTRAM, Secretary.

AANHANGSEL A

Die name van *alle* werknemers moet op hierdie opgawe aangetoon word.

Maand(e).....19.....

[illegible]

Dui personeelwisseling in onderstaande ruimte aan:

[illegible]

SLEGS VIR KANTOORGEBRUIK: Kwitansie No. Paraaf

Naam van salon

Aan:

Aan:	R	c
Kompesieheffing (kolomme 6 en 7)		
Vakverenigingledegeld (kolom 8).....		
Vakverenigingheffing (kolom 9)		
Nywerheidsraad (kolomme 10 en 11).....		
Mediese Hulpfonds (kolomme 12 en 13).....		
Werkgewersbydraes (vooruitbetaalbaar)		
Werkgewersbydraes (vooruitbetaalbaar)		
Verlofbesoldiging/Allerlei kolom 14		
Werkgewers-opleidingsheffing (vooruitbetaal)		
Totaal		

The names of *all* employees must be shown on this return.

Month(s).....19.....

Note staff changes in space below:

FOR OFFICE USE: Receipt No. Initials

Name of salon

Competition levy (columns 6 and 7).....	
Trade Union subscriptions (column 8).....	
Trade Union levy (column 9)	
Industrial Council (columns 10 and 11)	
Medical Aid Fund (columns 12 and 13)	
Employer's subscriptions (payable in advance) registered with employees	
Employer's subscriptions (payable in advance) registered without employees	
Leave Pay/Sundries (column 14)	
Employer's education levy (payable in advance).....	

[illegible]

AANHANGSEL B

(Moet in tweefoud 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 werkgever, mnr.

(Naam en adres van werkgever)

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 vak-
leerling minderjarig is)

ANNEXURE B

(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, Durban, hereby authorise my employer, Mr
 of

(Name and address of employer)

to pay on my behalf to the Secretary of the Council for the Hairdressing
 Trade, Durban, until further notice the contributions payable by me to-
 wards 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)

Werk mooi daarmee.

Ons leef daarvan.

water is kosbaar

Use it.

Don't abuse it.

water is for everybody

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PRYSE

ELKE MAAND

oOo

MORE THAN 1 400

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—oOo—

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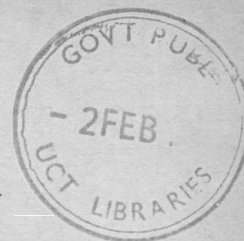
1975–1977: Local, R7,40; other countries, R8,70; post free

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Vol. 224

PRETORIA, 24 FEBRUARIE 1984
FEBRUARY

No. 9076

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN BINNELANDSE
AANGELEENTHEDE**

No. 376

24 Februarie 1984

ONGEWENSTE PUBLIKASIES OF VOORWERPE

'n Komitee bedoel in artikel 4 van die Wet op Publikasies, 1974, soos gewysig, het kragtens artikel 11 (2) van genoemde Wet beslis dat die ondergenoemde publikasies of voorwerpe ongewens is binne die bedoeling van artikel 47 (2) van genoemde Wet:

GOVERNMENT NOTICES

**DEPARTMENT OF INTERNAL
AFFAIRS**

No. 376

24 February 1984

UNDESIRABLE PUBLICATIONS OR OBJECTS

A committee referred to in section 4 of the Publications Act, 1974, as amended, decided under section 11 (2) of the said Act that the undermentioned publications or objects are undesirable within the meaning of section 47 (2) of the said Act:

LYS/LIST P84/19

Inskrywing No. Entry No.	Publikasie of voorwerp Publication or object	Skrywer of voortbringer Author or producer	Artikel 47 (2) Section 47 (2)
P84/2/38.....	<i>New Perspectives</i> —Vol 14, No 1/84.....	Information Centre of the World Peace Council Helsinki, Finland	(e)
P84/2/35.....	<i>CARE Newsletter</i> —No 54, October 1983	Campaign against Racial Exploitation (CARE), Australia	(e)
P84/2/36.....	<i>CARE Newsletter</i> —No 53, September 1983	Campaign Against Racial Exploitation (CARE), Australia	(e)
P84/2/102	<i>No to White Minority Rule (T-hemp/T-shirt:</i> Voorwerp/Object)	Made in China.....	(e)

No. 377

24 Februarie 1984

**PUBLIKASIES OF VOORWERPE.—VERTOË TEN
OPSIGTE VAN APPEL**

Die Direkoraat van Publikasies het op 20 Februarie 1984 kragtens artikel 14 van die Wet op Publikasies, 1974 appèl aangeteken teen die beslissing op 16 Februarie 1984 van 'n komitee bedoel in artikel 4 van genoemde Wet dat die ondergenoemde publikasie nie binne die bedoeling van artikel 47 (2) van genoemde Wet ongewens is nie. Die tydperk waarin persone bedoel in artikel 14 (3) (b) van genoemde Wet vertoë tot die Appèlraad oor Publikasies, Privaatsak X114, Pretoria ten opsigte van genoemde appèl kan rig, word hierby bepaal as tien (10) dae vanaf die datum van hierdie kennisgewing.

No. 377

24 February 1984

**PUBLICATIONS OR OBJECTS.—REPRESENTATIONS
IN RESPECT OF APPEAL**

On 20 February 1984 the Directorate of Publications appealed under section 14 of the Publications Act, 1974 against the decision on 16 February 1984 of a committee referred to in section 4 of the said Act, that the undermentioned publication is not undesirable within the meaning of section 47 (2) of the said Act. The period within which persons referred to in section 14 (3) (b) of the said Act may make representations to the Publications Appeal Board, Private Bag X114, Pretoria in respect of the said appeal is hereby determined as ten (10) days from the date of this notice.

Inskrywing No. Entry No.	Publikasie of voorwerp Publication or object	Skrywer of voortbringer Author or producer
P84/2/66.....	<i>Scope</i> —Vol 19, No 7, February 17, 1984.....	Republican Press (Pty) Ltd, Durban.

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