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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2511

13 November 1987

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-
TRANSSVAAL.—HOOFOOREENKOMS

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 Desember 1987 en vir die tydperk wat op 30 September 1988 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 verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1, 2, 11.6.3, 11.6.4, 16.5, 16.6, 21, 22 en 23, met ingang van 1 Desember 1987 en vir die tydperk wat op 30 September 1988 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
(SUID- EN WES-TRANSSVAAL)

HOOFOOREENKOMS

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

606—A

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2511

13 November 1987

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WEST-
ERN TRANSSVAAL.—MAIN 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 December 1987 and for the period ending 30 September 1988, 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 unions; 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 1.1.1, 2, 11.6.3, 11.6.4, 16.5, 16.6, 21, 22 and 23, shall be binding, with effect from 1 December 1987 and for the period ending 30 September 1988, 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
(SOUTHERN AND WESTERN TRANSSVAAL)

MAIN AGREEMENT

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

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South African Hairdressers' and Cosmetologists' Association

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

en die

South African Hairdressers Employers' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit in die Haarkappersbedryf nagekom word—

1.1.1 deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakvereniging;

1.1.2 in die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs en Vereeniging.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms van toepassing op—

1.2.1 slegs werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

1.2.2 op vakleerlinge vir sover dit nie onbestaanbaar is met die bepalings van die Wet op Mannekragopleiding, 1981, (WOM) of 'n kontrak aangegaan of enige voorwaarde wat daarkragtens vasgestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, bepaal en bly van krag tot 30 September 1988 of vir sodanige tydperk as wat die Minister vasstel.

3. WOORDOMSKRYWING

3.1 Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike en onsydige geslagte en woorde wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

3.1.1 "Wet" die Wet op Arbeidsverhoudinge (Wet 28 van 1956), soos gewysig, (voorheen genoem die Nywerheidsversoeningswet), en alle statutêre wysigings of vervangings daarvan en omvat dit alle regulasies wat daarkragtens uitgevaardig is;

3.1.2 "agent" 'n agent in klousule 21 bedoel;

3.1.3 "hierdie Ooreenkoms" ook alle wysigings van hierdie Ooreenkoms;

3.1.4 "vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelike vakleerlingkontrak wat geregistreer is ingevolge die WOM en omvat dit ook 'n minderjarige wat kragtens artikel 16 daarvan in diens geneem is;

3.1.5 "swart haarkappery" die verskaffing van toilet dienste aan enige persoon wat oormatige krullerige hare het, asook hare wat soortgelyk is daaraan;

3.1.6 "swart salon" 'n bedryfsinrigting waarin toilet dienste uitsluitlik by swart haarkappery aangebied en/of verskaf word;

3.1.7 "los werknemer" 'n gesertifiseerde haarkapper wat hoogstens twee dae in 'n bepaalde week by dieselfde werkgewer werk (sien klousule 9.8 en 9.9);

3.1.8 "vaardigheidsertifikaat in swart haarkappery" 'n vaardigheidsertifikaat deur die Raad uitgereik kragtens klousule 8.6.1.2 hiervan;

3.1.9 "vaardigheidsertifikaat in algemene haarkappery" 'n vaardigheidsertifikaat deur die Raad uitgereik kragtens klousule 8.6.1.3 hiervan;

3.1.10 "kommissie" 'n bedrag wat aan die 'n werknemer verskuldig is kragtens 'n ooreenkoms tussen 'n werkgewer en sy werknemer ingevolge klousule 10;

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 (Southern and Western Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Hairdressing Trade—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Vereeniging.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall apply—

1.2.1 only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

1.2.2 the apprentices in so far as they are not inconsistent with the provisions of the MTA (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 Labour Relations Act, 1956, and shall remain in force until 30 September 1988 or for such period as the Minister may determine.

3. DEFINITIONS

3.1 Any expression used in this Agreement which is defined in the Act shall have the same meaning as in the Act. Any reference to an Act shall include any amendments of such Act and, unless the contrary intention appears, words importing the masculine gender shall include the female and neuter genders and words importing the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

3.1.1 "Act" means the Labour Relations Act (Act 28 of 1956), as amended (previously known as the Industrial Conciliation Act) and any statutory modification or replacement thereof and includes any regulation made thereunder;

3.1.2 "agent" means an agent to in clause 21;

3.1.3 "this Agreement" includes any amendment to this Agreement;

3.1.4 "apprentice" means an employee serving under a written contract of apprenticeship, registered under the MTA and includes any minor employed under section 16 thereof;

3.1.5 "black hairdressing" means the provision of toilet services to any person who has over curly hair, including any hair of a substantially similar kind;

3.1.6 "black salon" means an establishment in which toilet services are offered and/or provided exclusively in black hairdressing;

3.1.7 "casual employee" means a certificated hairdresser who is employed by the same employer for not more than two days in any one week (see clause 9.8. and 9.9.);

3.1.8 "certificate of competency in black hairdressing" means a certificate of competency issued by the Council under clause 8.6.1.2 hereof;

3.1.9 "certificate of competency in general hairdressing" means a certificate of competency issued by the Council under clause 8.6.1.3 hereof;

3.1.10 "commission" means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 10;

- 3.1.11 "Raad" die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge artikel 19, gelees saam met artikel 2, van die Wet;
- 3.1.12 "bedryfsinrigting" 'n perseel waarop toilet dienste gelewer word of gelewer moet word;
- 3.1.13 "ondervinding"—
- 3.1.13.1 met betrekking tot 'n leerlinghaarkapper, die totale tydperk of tydperke ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word en omvat dit die tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf gelewer het;
- 3.1.13.2 met betrekking tot 'n skoonheidskundige en/of manikuris, die ondervinding opgedoen in 'n bedryfsinrigting of by 'n opleidingsentrum wat deur die Raad erken word;
- 3.1.14 "algemene assistent" 'n werknemer wat persele skoonmaak en/of uitvee, skoene skoonmaak, boodskappe doen, verversings aan personeel en klante van 'n bedryfsinrigting verskaf, gerei en werktuie en/of toiletbenodigdhede en/of beskermende klere of handdoeke was;
- 3.1.15 "algemene haarkappery" die verskaffing van toilet dienste of enige deel daarvan aan enigiemand met tersiêre hare (d.w.s. kopvelhare) wat nie uitermatig krullerig is nie en omvat dit hare wat soortgelyk is daaraan;
- 3.1.16 "algemene salon" 'n bedryfsinrigting waarin toilet dienste uitsluitlik by algemene haarkappery aangebied en/of verskaf word;
- 3.1.17 "haarkapper" iemand anders as 'n vakleerling en/of 'n leerling-haarkapper en/of 'n minderjarige en/of 'n manikuris en/of 'n skoonheidskundige en/of 'n sjampoëis wat vir wins vir sy eie rekening of in vennootskap op enige wyse homself voorhou as 'n persoon wat regstreeks of onregstreeks adverteer dat hy een of meer van die werksaamhede wat omskryf word as toilet dienste verrig of aanbied om dit te verrig, en omvat dit iemand wat in diens is van 'n haarkapper en wat namens hom een of meer van die werksaamhede verrig wat as toilet dienste omskryf kan word;
- 3.1.18 "haarkapper (gekwalifiseer)" iemand wat—
- 3.1.18.1 'n leerkontrak uitgedien het ingevolge die WOM; of
- 3.1.18.2 in besit is van 'n vaardigheidsertifikaat in die Haarkappersbedryf wat deur die Sentrale Organisasie vir Vaktoetse uitgereik is; of
- 3.1.18.3 in besit is van 'n vaardigheidsertifikaat wat kragtens artikel 6 of artikel 7 van die Wet op Opleiding van Vakmanne, 1951, of artikel 27 van die WOM uitgereik is; of
- 3.1.18.4 beskik oor enige kwalifikasie wat die Raad in die algemeen of in 'n spesifieke geval erken as 'n vaardigheidsertifikaat wat nie van 'n laer standaard is nie as enige kwalifikasie in kousule 8.6.1.1. bedoel, hetsy dit in die Republiek van Suid-Afrika behaal is of nie; of
- 3.1.18.5 in besit is van 'n meestersertifikaat van die werkgewersorganisasie of van enige afdeling daarvan; of
- 3.1.18.6 in besit is van 'n vaardigheidsertifikaat in oop haarkappery;
- 3.1.19 "Haarkappersbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is om toilet dienste in enige bedryfsinrigting te lewer, en "Bedryf" het dieselfde betekenis;
- 3.1.20 "sertifikaat", met betrekking tot 'n haarkapper, enige sertifikaat in kousule 7 van hierdie Ooreenkoms bedoel;
- 3.1.21 "manikuris en/of skoonheidskundige" 'n werknemer wat hande of naels versorg en/of masseer-, stimuleer- of ander behandeling aan die gesig, kopvel of nek toepas en wenkbroue pluk;
- 3.1.22 "WOM" die Wet op Mannekragopleiding (Wet 56 van 1981) en omvat dit die vorige Wet op Vakleerlinge, 1944;
- 3.1.23 "minderjarige" 'n minderjarige in diens van die bedryf van dames- en/of manshaarkappery, aangewys ingevolge die WOM, gedurende die gebruikelike proeftydperk waartydens hy aldus sonder 'n leerkontrak kan werk;
- 3.1.11 "Council" means the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section 19, read with section 2, of the Act;
- 3.1.12 "establishment" means any premises in which toilet services are or are to be rendered;
- 3.1.13 "experience" means—
- 3.1.13.1 in relation to a trainee hairdresser, the total period or periods of experience in an establishment or a training centre recognised by the Council, and includes the total period or periods of employment an employee has had in the Hairdressing Trade;
- 3.1.13.2 in relation to a beauty culturist and/or a manicurist, means experience in an establishment or a training centre recognised by the Council;
- 3.1.14 "general assistant" means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands, providing refreshments to staff in and customers of an establishment, washing dishes and washing utensils and/or toilet requisites and/or protective garments or towels;
- 3.1.15 "general hairdressing" means the provision of toilet services or any part thereof to any person who has tertiary hair (i.e. scalp hair) which is not over curly, and includes any hair of a substantially similar kind;
- 3.1.16 "general salon" means an establishment in which toilet services are offered and/or provided exclusively in general hairdressing;
- 3.1.17 "hairdresser" means any person, other than an apprentice and/or trainee hairdresser and/or minor and/or manicurist and/or beauty culturist and/or shampooist, who for the acquisition of gain on his own account or in partnership, in any manner holds himself out as a person who, directly or indirectly advertises that he, performs or offers to perform any one of more of the operations defined as toilet services, and includes any person who is employed by a hairdresser and performs on his behalf any one or more of the operations defined as toilet services;
- 3.1.18 "hairdresser (qualified)" means a person who—
- 3.1.18.1 has served under, and completed, a contract of apprenticeship in terms of the MTA; or
- 3.1.18.2 holds a certificate of proficiency in the Hairdressing Trade issued by the Central Organisation for Trade Testing; or
- 3.1.18.3 holds a certificate of proficiency issued under section 6 or section 7 of the Training of Artisans Act, 1951 or section 27 of the MTA; or
- 3.1.18.4 holds any qualification which the Council may generally, or in any specific case, recognise as a certificate of competency not lower in standard than any qualification referred to in clause 8.6.1.1 whether or not obtained in the Republic of South Africa; or
- 3.1.18.5 holds a master's certificate of the employers' organisation or of any division thereof; or
- 3.1.18.6 holds a certificate of competency in open hairdressing;
- 3.1.19 "Hairdressing Trade" means the Trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment and "Trade" has a like meaning;
- 3.1.20 "certificate", in relation to a hairdresser, means any certificate referred to in clause 7 of this Agreement;
- 3.1.21 "manicurist and/or beauty culturist" means an employee engaged in manicuring and/or massage or stimulation or other treatment of the face, scalp or neck and eyebrow plucking;
- 3.1.22 "MTA" means the Manpower Training Act, Act 56 of 1981, and includes the former Apprenticeship Act, 1944;
- 3.1.23 "minor" means minor employed in the trade of ladies' and/or gents' hairdresser designated in terms of the MTA during the usual probationary period during which he may be so employed without a contract of apprenticeship;

- 3.1.24 "nie-werkende werkgever" 'n werkgever wat die eienaar of besitter is van 'n bedryfsinrigting, as sodanige eienaar of besitter 'n maatskappy of 'n beslote korporasie of 'n natuurlike persoon is wat ingevolge hierdie Ooreenkoms nie geregtig is op 'n sertifikaat om persoonlike toilet dienste te lewer nie;
- 3.1.25 "vaardigheidssertifikaat in oop haarkapperij" 'n vaardigheidssertifikaat wat deur die Raad kragtens klousule 8.6.1.1 hiervan uitgereik is;
- 3.1.26 "oop salon" 'n bedryfsinrigting waarin toilet dienste aangebied en/of verskaf word of sal word in beide swart en algemene haarkapperij, en "oop haarkapperij" beteken sowel swart as algemene haarkapperij;
- 3.1.27 "ordonnansie" 'n ordonnansie van enige provinsie van die Republiek van Suid-Afrika wat plaaslik van toepassing is op enige bedryfsinrigting en omvat dit alle statutêre wysigings of vervangings daarvan, asook alle regulasies wat daarkragtens uitgevaardig is;
- 3.1.28 "uitermatig krullerige hare" die tipe tersiêre hare wat op internasionale gebied as 'n spesiale vorm van terminale hare geklassifiseer word, wat redelik kort is en wat oor die hele kopvel dieselfde lentegroei behou, wat volgens 'n dwarsdeursnee baie plat is en sy oorsprong in 'n verskil in die aard van die papil en kiemgrondlaag in die follikels van diegene wat oor sodanige hare beskik, en wat gespesialiseerde vorms van behandeling met chemiese produkte verg vir die behoorlike en professionele versorging daarvan;
- 3.1.29 "veroorloofde bedryfsure" die ure waartydens daar in 'n bedryfsinrigting in enige gebied kragtens die bepalings van 'n ordonnansie sake gedoen mag word;
- 3.1.30 "premie" sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, vergoeding van watter aard ookal vir die opleiding van enigiemand in toilet dienste;
- 3.1.31 "ontvangsdame en/of telefoniste" 'n werknemer wat in diens is om kliente te ontvang of om oor die telefoon of andersins afsprake te reël, en/of rekenings en state by te hou of ander soort klerklike werk te verrig, benewens kontant te hanteer en artikels oor die toonbank te verkoop;
- 3.1.32 "registrasiesertifikaat" die registrasiesertifikaat in klousule 5 van hierdie Ooreenkoms bedoel;
- 3.1.33 "Sekretaris" die Sekretaris van die Raad;
- 3.1.34 "sjampoeis" 'n werknemer 21 jaar oud of ouer wat uitsluitlik een of meer van die volgende werksaamhede verrig, naamlik drapering; hare borsel, sjampoeër, droogmaak; sluiers, spelde, rollers, knippies en alle ander setmiddels verwyder; kliente gereedmaak vir bleikstreping of bobbleiking; kitsopknappers, spoelmiddels of kleursjampoe's aanwend; kliente onder droërs plaas en kliente van onder droërs uitneem; kopvelbehandelings deur die toediening van enige haarversorgingsprodukt wat deur die vervaardiger daarvan voorgeskryf word, uitgesonderd behandeling met infra-rooi- of ultra-violetstrale of termobehandeling; vasgolfmiddels aanwend; vasgolfwings en verslappers neutraliseer en afspoel; hare vir streepbleiking uitlig en bleikmiddel oor streepbleikmus aanwend; tint en kleur (vas en semi-vas) aanwend, asook haarskakeringsmiddels, maar geen bleikmiddel nie, aanwend;
- 3.1.35 "toiletbenodigdhede" enige toerusting en/of produk wat gebruik word of gebruik mag word by toilet dienste;
- 3.1.36 "toilet dienste" enigeen of meer of 'n kombinasie van die gewone en algemene gebruike wat in die beroep van skoonheidskundiges of kosmetiste of kosmetologe of haarkappers toegepas word en omvat dit die volgende werksaamhede maar is dit nie daartoe beperk nie:
- 3.1.36.1 Hare skik, hare kap, hare sny, hare streepbleik, hare skeer, hare krul en hare reinig;
- 3.1.36.2 hare skroei, sjampoeër, bleik, kleur, tint, versteil, verslap, stileer, golf (permanent, marcel of water) of enige ander behandeling van die hare van die kop of die gesig; of
- 3.1.36.3 massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek; of
- 3.1.36.4 manikuurwerk, wenkbroue pluk, bordwerk, trigologiese of skoonheidskundige behandeling; of
- 3.1.36.5 uitvoering van enige werksaamheid in hierdie omskrywing bedoel met betrekking tot 'n pruik of haarstuk wat deur iemand gedra sal word;
- 3.1.24 "non-working employer" means any employer who is the owner or proprietor of an establishment if such owner or proprietor is a company or close corporation or a natural person not entitled in terms of this Agreement to Certificate personally to perform toilet services;
- 3.1.25 "certificate of competency in open hairdressing" means a certificate of competency issued by the Council under clause 8.6.1.1 hereof;
- 3.1.26 "open salon" means an establishment in which toilet services are or are to be offered and/or provided in both black hairdressing and general hairdressing, and "open hairdressing" shall mean both black and general hairdressing;
- 3.1.27 "ordinance" means an ordinance of any province of the Republic of South Africa having local application to any establishment and includes any statutory modification or replacement thereof and any regulation made thereunder;
- 3.1.28 "over curly hair" means that type of tertiary hair internationally classified as a special form of terminal hair, found to be relatively short, and growing to approximately the same length all over the scalp, and found in cross-section to be very flat, and to have its origin in a difference in the nature of the papilla and germinal matrix in the follicles of those who have it; and requiring specialized forms of treatment and chemical products for its proper and professional care;
- 3.1.29 "permitted trading hours" means the hours during which trading in an establishment is permitted in any area by virtue of the provisions of any ordinance;
- 3.1.30 "premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for the training of any person in toilet services;
- 3.1.31 "receptionist and/or telephonist" means an employee engaged for the purpose of receiving clients or booking appointments by telephone or otherwise and/or keeping accounts and records or any other form of clerical work in addition to handling cash and effecting counter sales;
- 3.1.32 "registration certificate" means the registration certificate referred to in clause 5 of this Agreement;
- 3.1.33 "Secretary" means the Secretary of the Council;
- 3.1.34 "shampooist" means an employee of the age of 21 years or over engaged solely on one or more of the following operations, namely draping, brushing of hair, shampooing, drying, removing, veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying instant conditioners, rinses or colour shampoos; placing clients under driers and taking clients out from under driers; given scalp treatments by the application of any hairdressing treatment product prescribed by the manufacturer of that product, excluding any treatment performed by infra red ray, ultra violet ray, or thermo treatment; the application of perm lotions, neutralising and rinsing of perms and relaxers; pulling out highlights and applying bleach over a highlight cap; tinting, and applying colour (permanent and semi-permanent); and applying toners but not bleach;
- 3.1.35 "toilet requisites" means any equipment and/or product used or which may be used in toilet services;
- 3.1.36 "toilet services" means any one or more or a combination of the practises generally and usually performed by an known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers and shall include but not be limited to, the following operations:
- 3.1.36.1 Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning;
- 3.1.36.2 singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, relaxing, styling, waving (permanent, marcel or water), or any other treatment of the hair of the head or the face; or
- 3.1.36.3 the massage or other stimulative treatment or exercise of the face, scalp or neck; or
- 3.1.36.4 manicuring of the nails, eyebrow plucking, board work, trichological treatment or beauty culture; or
- 3.1.36.5 performing any operation referred to in this definition on any wig or hairpiece to be worn by any person;

ongegag of 'n apparaat, toestel, preparaat of gebruiksmiddel by enigene van hierdie werksaamhede gebruik word of nie;

3.1.37 "leerlinghaarkapper" 'n werknemer wat nie 'n minderjarige is nie, en wat opgelei word om 'n sertifikaat in swart of algemene of oop haarkapperij te verkry en wat behoudens klousule 9.5, diens verrig ingevolge 'n skriftelike leerkontrak wat by die Raad geregistreer is, maar omvat dit nie 'n vakleerling en/of 'n minderjarige en/of 'n manikuris en/of 'n skoonheidskundige en/of 'n sjampoëis nie;

3.1.38 "opleidingsinrigting" enige plek waar onderrig en/of opleiding in die verskaffing van toilet dienste gegee word aan 'n leerlinghaarkapper en omvat dit 'n opvoedkundige inrigting of opleidingsentrum soos deur WOM beoog, maar is dit nie daartoe beperk nie;

3.1.39 "loon" die besoldiging betaalbaar aan 'n werknemer kragtens klousule 11 ten opsigte van die werkure in klousule 12 voorgeskryf: Met dien verstande dat, waar 'n werkgewer 'n werknemer ten opsigte van die werkure in klousule 12 voorgeskryf gereeld 'n hoër bedrag betaal as die wat aldus voorgeskryf word, dit sodanige hoër bedrag beteken; en daarbenewens moet alle bedrae wat kragtens klousule 10 aan 'n werknemer ten opsigte van kommissie betaalbaar is, of bonusse, hetsy hierdie bedrae van maand tot maand wissel of nie, beskou word as loon wat kragtens klousule 11 betaalbaar is: Met dien verstande dat, vir die doeleindes van besoldiging ten opsigte van openbare vakansiedae, jaarlikse verlof en *pro rata*-verlofbesoldiging kragtens klousule 12, kommissie betaalbaar kragtens klousule 10 nie geag moet word 'n loon te wees wat kragtens klousule 11 betaalbaar is nie;

3.1.40 "werkende werkgewer" 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat deur enigene van sy werknemers gedoen word.

4. VERBOD OP OPTREDE VAN HAARKAPPERS ONDER SEKERE OMSTANDIGHED

4.1 'n Werkgewer mag nie as 'n haarkapper optree of vereis of toelaat dat 'n werknemer as 'n haarkapper optree nie, tensy—

4.1.1 'n geldige registrasiesertifikaat deur die Raad aan sodanige werkgewer uitgereik is met betrekking tot sy onderneming;

4.1.2 hy 'n nie-werkende werkgewer is wat 'n gesertifiseerde haarkapper soos in klousule 4.1.4 voorgeskryf, in diens het by wie die bestuur en beheer van die verskaffing van toilet dienste berus;

4.1.3 hy 'n werkende werkgewer is aan wie 'n geldige sertifikaat uitgereik is om 'n oop haarkapperij te bedryf: Met dien verstande dat—

4.1.3.1 as die onderneming 'n swart salon is hy gesertifiseer moet wees om slegs swart haarkapperij te bedryf;

4.1.3.2 as die onderneming 'n algemene salon is hy gesertifiseer moet wees om slegs algemene haarkapperij te bedryf;

4.1.4 'n geldige sertifikaat om oop haarkapperij te bedryf uitgereik is aan elkeen van sy werknemers wat in sy diens is aan wie die beheer of bestuur van die onderneming opgedra is: Met dien verstande dat—

4.1.4.1 as die onderneming 'n swart salon is die beheer oor die verskaffing van toilet dienste in die onderneming en die bestuur daarvan kan berus by 'n persoon wat gesertifiseer is om swart haarkapperij te bedryf;

4.1.4.2 as die onderneming 'n algemene salon is die beheer oor die verskaffing van toilet dienste in die onderneming en die bestuur daarvan kan berus by 'n persoon wat gesertifiseer is om algemene haarkapperij te bedryf;

4.1.4.3 as die onderneming 'n oop salon is die beheer oor die verskaffing van toilet dienste en die bestuur daarvan gesamentlik kan berus by persone wat gesertifiseer is om beide swart en algemene haarkapperij te bedryf.

4.2 'n Werknemer mag nie as 'n haarkapper optree nie, tensy—

4.2.1 'n geldige registrasiesertifikaat deur die Raad aan die eienaar of besitter van die onderneming uitgereik is;

4.2.2 hy—

4.2.2.1 'n vakleerling of 'n leerlinghaarkapper of 'n minderjarige is, soos in hierdie Ooreenkoms omskryf; of

4.2.2.2 gesertifiseer is om oop haarkapperij te bedryf; of

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

3.1.37 "trainee hairdresser" means any employee who is not a minor and who is in training to become certificated in black hairdressing or general hairdressing or open hairdressing, and who is, subject to clause 9.5, serving under a written training contract registered with the Council, but excludes an apprentice and/or a minor and/or manicurist and/or beauty culturist and/or shampooist;

3.1.38 "training institution" means any place where education and/or training in the provision of toilet services are supplied to a trainee hairdresser and shall include, but not be limited to, any educational institution or training centre contemplated by the MTA;

3.1.39 "wage" means the remuneration payable to an employee in terms of clause 11 in respect of the hours of work prescribed in clause 12: Provided that where an employer regularly pays an employee in respect of the hours of work prescribed in clause 12 an amount higher than that so prescribed it means such higher amount; and in addition, any amount payable to an employee in respect of commission in terms of clause 10, or bonus, whether or not these amounts may vary from month to month, shall be regarded as wages payable in terms of clause 11: Provided that for the purposes of the payment in respect of public holidays, annual leave and *pro rata* holiday pay in terms of clause 12, commission payable in terms of clause 10 shall not be regarded as wages payable in terms of clause 11;

3.1.40 "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 in rendering toilet services.

4. PROHIBITION OF PERFORMING ANY ACT AS A HAIRDRESSER IN CERTAIN CIRCUMSTANCES

4.1 No employer shall perform or require or permit any employee to perform any act as a hairdresser unless—

4.1.1 a valid registration certificate has been issued by the Council to such employer in respect of his business;

4.1.2 being a non-working employer he has in his employ a certificated hairdresser within the meaning of clause 4.1.4 in whom there is vested the control and management of the provision of toilet services;

4.1.3 being a working employer a valid certificate has been issued to him to perform open hairdressing: Provided that—

4.1.3.1 if the business is a black salon he shall require a certificate to perform only black hairdressing;

4.1.3.2 if the business is a general salon he shall require a certificate to perform only general hairdressing;

4.1.4 a valid certificate to practise open hairdressing has been issued to every person appointed by him to control or manage the business: Provided that—

4.1.4.1 if the business is a black salon the control and management of the provision of toilet services in the business may be vested in a person certificated to practise black hairdressing;

4.1.4.2 if the business is a general salon the control and management of the provision of toilet services in the business may be vested in a person certificated to practise general hairdressing;

4.1.4.3 if the business is an open salon the control and management of the provision of toilet services may be vested jointly in persons who are respectively certificated to practise black hairdressing and general hairdressing.

4.2 No employee shall perform any act as a hairdresser unless—

4.2.1 a valid registration certificate has been issued by the Council to the owner or proprietor of the business;

4.2.2 he is—

4.2.2.1 an apprentice or a trainee hairdresser or a minor as defined in this Agreement; or

4.2.2.2 certificated to practise open hairdressing; or;

4.2.2.3 gelisensieër is om swart of oop haarkapperij te bedryf as die onderneming waarin hy werksaam is 'n swart salon is; of

4.2.2.4 gesertifiseer is om algemene of oop haarkapperij te bedryf as die onderneming waarin hy werksaam is 'n algemene salon is.

4.3 Vir die toepassing van hierdie klousule en by die verkiesing van die sekretaris moet die huurder van 'n bedryfsinrigting of die persoon wie se naam voorkom op die handelslisensie wat ingevolge enige ordonansie ten opsigte van sodanige onderneming uitgereik is, geag word die werkgewer te wees van elke werknemer in diens van sodanige onderneming tot tyd en wyl sodanige persoon die teendeel bewys, en elke sodanige persoon wat aldus as 'n werkgewer ingevolge hierdie klousule geag word, is aanspreeklik vir al die verpligtinge van 'n werkgewer ingevolge hierdie ooreenkoms, ten spyte daarvan dat hy nie 'n werkgewer is nie, tot tyd en wyl hy bewys kan lewer dat hy nie 'n werkgewer is nie.

5. AANSOEK OM EN UITREIKING VAN 'N REGISTRASIE-SERTIFIKAAT VAN 'N ONDERNEMING

5.1 Alle werkgewers wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en alle werkgewers of voornemende werkgewers wat daarna tot die Haarkappersbedryf toetree, moet hoogstens een maand vanaf die datum waarop hy sake begin doen, op die vorm in Aangangsel "B" van hierdie Ooreenkoms voorgeskryf by die Sekretaris van die Raad aansoek doen om die uitreiking van 'n registrasiesertifikaat ten opsigte van elke bedryfsinrigting waarvan hy die eienaar of besitter is. Vir die toepassing van hierdie klousule word 'n werkgewer in hierdie subklousule beoog hierna "die aansoeker" genoem.

5.2 In die geval van 'n nie-werkende werkgewer moet die aansoeker aan die Sekretaris bevredigende bewys lewer aangaande die sake in klousule 4.1.4 bedoel.

5.3 In die geval van 'n werkende werkgewer moet die aansoeker aan die Sekretaris bevredigende bewys lewer dat hy aan die vereistes van klousule 4.1.3 voldoen.

5.4 Die aansoeker moet aan die Sekretaris bevredigende bewyse voorlê dat die perseel waarin die onderneming bedryf sal word—

- 5.4.1 genoegsame beligting en ventilasie en van 'n genoegsame toevoer van lopende warm en koue water voorsien is;
- 5.4.2 toegerus is met verglansde wasbakke met afvoerpipe en 'n stelsel vir die onskadelike wegdoening van afvalwater;
- 5.4.3 gebou is van vloer- en muurmateriaal wat die skoonhou daarvan toelaat;
- 5.4.4 toegerus is met rakke, muurmeublement of ander vaste toebehore wat van glas, marmer of leiklip gemaak is of afgewerk is met emalje of gegalvaniseer is of uit ander duursame materiaal vervaardig is wat maklik skoongemaak kan word;
- 5.4.5 genoegsaam toegerus is met sodanige toiletbenodigdhede as wat dit in staat stel om toilet dienste van 'n redelike standaard aan die publiek te verskaf;
- 5.4.6 vir geen ander doel gebruik word nie as vir die verskaffing van toilet dienste, tensy sodanige ander gebruike van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;
- 5.4.7 nie gebruik word as 'n opleidingsinrigting vir 'n ander doel as dié in klousule 6.3 voorgeskryf nie;
- 5.4.8 nie gehuur word deur die aansoeker saam met iemand anders nie behalwe 'n vennoot wat toilet dienste in dieselfde onderneming as sodanige aansoeker lewer;
- 5.4.9 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoeker saam met iemand anders wie se belange nie dieselfde is as dié van die aansoeker nie: Met dien verstande dat dit geen oortreding van hierdie klousule sal wees nie as die aansoeker 'n vennoot van sodanige ander persoon is en hul belange in die vennootskap nie dieselfde is nie.

5.5 Die Sekretaris is daartoe geregtig om sodanige bewyse te vra van enige saak wat in die aansoek om registrasie van die onderneming gemeld word as wat hy noodsaaklik, gerade of wenslik, ag.

5.6 Alle aansoeke om registrasie van 'n onderneming moet binne twee maande na ontvangs daarvan deur die Sekretaris oorweeg word en die aansoeker moet deur die Sekretaris binne een maand daarna skriftelik in kennis gestel word of dit goedgekeur of geweier is.

5.7 As die aansoek om registrasie goedgekeur word, moet die Sekretaris 'n registrasiesertifikaat vir die onderneming uitreik op die vorm in Aangangsel C hiervan voorgeskryf.

4.2.2.3 if the business in which he is employed is a black salon, certificated to practise black hairdressing or open hairdressing; or

4.2.2.4 if the business in which he is employed is a general salon, certificated to practise general hairdressing or open hairdressing.

4.3 For purposes of this clause, and at the election of the secretary, the tenant of any establishment or the person whose name appears on any trading licence issued under the authority of any ordinance in respect of any such business shall be deemed to be the employer of every employee employed in that business until such person proves otherwise, and every such person so deemed to be an employer under this clause shall be liable for all of the obligations of an employer under this Agreement notwithstanding that he is not an employer until such time as he proves that he is not an employer.

5. APPLICATION FOR AND ISSUE OF REGISTRATION CERTIFICATE OF A BUSINESS

5.1 Every employer who has not already done so in pursuance of a previous Agreement, shall within one month from the date on which this Agreement comes into operation, and every employer or prospective employer entering the Hairdressing Trade after that date shall at the latest one month from the date of commencing operations by him, apply in the form prescribed in Annexure "B" to this Agreement to the Secretary of the Council for a registration certificate in respect of every establishment of which he is the owner or proprietor. For the purposes of this clause an employer contemplated by this subclause shall hereinafter be referred to "the applicant".

5.2 In the case of a non-working employer the applicant shall produce proof to the satisfaction of the Secretary of the matters referred to in clause 4.1.4.

5.3 In the case of a working employer the applicant shall produce proof to the satisfaction of the Secretary of his compliance with clause 4.1.3.

5.4 The applicant shall adduce proof to the satisfaction of the Secretary that the premises in which the business is to be conducted are—

- 5.4.1 adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- 5.4.2 fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;
- 5.4.3 constructed of floor and wall material which will permit of their being kept clean;
- 5.4.4 fitted with shelves, fittings or other fixtures which are made of glass, marble or slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
- 5.4.5 adequately equipped with such toilet requisites as shall enable it to provide toilet services of a reasonable standard to the public;
- 5.4.6 not used for any purpose other than the provision of toilet services unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;
- 5.4.7 not used as a training institution other than as provided for in clause 6.3;
- 5.4.8 not leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such applicant;
- 5.4.9 not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner of any such other person and their interest in the partnership is not equal.

5.5 The Secretary shall be entitled to require such proof of any matter stated in the application for registration of the business as to him seems necessary, expedient, or desirable.

5.6 Any application for registration of a business shall be considered within two months of the receipt thereof by the Secretary, and the applicant shall be notified in writing by the Secretary of the acceptance or rejection of the application within one month thereafter.

5.7 Upon acceptance of an application for registration the Secretary shall issue to the employer a certificate of registration of the business in the form prescribed in Annexure C hereto.

5.8 Klousule 4.3 is *mutatis mutandis* van toepassing op hierdie klousule.

5.9 Klousule 7.4, 7.5, 7.7 en 7.8 is *mutatis mutandis* van toepassing op hierdie klousule, behalwe dat waar daar van 'n lisensie melding gemaak word, dit beskou moet word as 'n verwysing na die registrasiesertifikaat, en dat enige verwysing na R10 geskrap moet word.

5.10 Die registrasiesertifikaat wat in hierdie klousule beoog word, moet slegs op die aansoeker persoonlik betrekking hê en mag nie verkoop, verruil, geskenk, oorgedra, gesedeer, oorgemaak of verhipotekeer word sonder die goedkeuring van die Raad nie.

5.11 Appêlprosedure:

5.11.1 Indien 'n aansoeker wat aansoek gedoen het om registrasie van 'n onderneming gegrief voel oor die besluit van die Sekretaris as gevolg waarvan hy registrasie ontse is, kan hy binne 21 dae na ontvangs van die kennisgewing van sodanige weiering na die Raad appelleer. Die kennisgewing van appêl moet skriftelik ingedien word en deur die aansoeker persoonlik onderteken word en die besluit waarteen geappelleer word sowel as die gronde moet gespesifiseer word.

5.11.2 Elke appêl in klousule 5.11.1 bedoel moet deur die Raad op sy volgende gewone vergadering na kennisname van die appêl aangehoor word en die aansoeker moet die geleentheid gebied word om sy saak persoonlik op die Raadsvergadering te stel en hy kan, indien hy dit so verkies, getuies inroep om sy verklaring te staaf.

5.11.3 Die Raad kan sodanige reëls as wat hy regverdig ag en of in die algemeen of in enige spesifieke geval voorskryf of neêrlê, insluitende reëls in verband met die aansoeker se verteenwoordiging, en kan 'n appêl verwys na 'n komitee van die Raad wat vir dié doel aangestel is. Sodanige komitee moet beskik oor al die bevoegdhede van die Raad of sodanige bevoegdhede as wat die Raad in sy opdrag aan die komitee spesifiseer.

5.11.4 By die aanhoor van 'n appêl kan die Raad of komitee van die Raad die besluit waarteen geappelleer word, bevestig, wysig, verander of herroep of dit terugverwys na die Sekretaris vir heroorweging, of kan hy sodanige ander bevel uitreik as wat hy regverdig ag.

5.11.5 Indien 'n verandering plaasvind in enigeen van die besonderhede wat 'n werkgewer ingevolge hierdie klousule moet verstrek, moet sodanige werkgewer die Sekretaris binne 14 dae vanaf die datum waarop sodanige verandering plaasgevind het daarvan in kennis stel, en tot tyd en wyl sodanige kennisgewing deur die Sekretaris ontvang word, moet sodanige werkgewer hom hou by al die bepalings van hierdie Ooreenkoms.

6. BEHEER VAN PERSELE

6.1 'n Werkgewer mag nie 'n perseel gebruik of toelaat dat dit gebruik word nie, tensy dit aan die vereistes van klousule 5.4 voldoen.

6.2 'n Werkgewer mag nie veroorsaak of toelaat dat 'n perseel of 'n gedeelte daarvan waarin hy toilet dienste bedryf of waarin hy toilet dienste bedryf het, verhuur of onderverhuur of beset word deur iemand om werksaamhede daarin te verrig wat regstreeks of onregstreeks in verband staan met die Haarkappersbedryf of die verskaffing van toilet dienste nie, tensy die goedkeuring van die Raad vooraf verkry is. Die Raad kan na goeddunke en sonder om sy rede daarvoor te verstrek, sy toestemming gee of weethou.

6.3 'n Werkgewer mag nie op 'n perseel 'n opleidingsinrigting bedryf of toelaat dat iemand anders, met inbegrip van 'n werknemer, sodanige opleidingsinrigting bedryf gedurende die ure wat die bedryfsinrigting vir die publiek oop is nie.

6.4 'n Werkgewer wie se perseel op die datum van inwerkingtreëning van hierdie Ooreenkoms nie aan die vereistes van hierdie klousule voldoen nie moet, nadat die Sekretaris hom skriftelik daarvan in kennis gestel het, 90 dae tyd gegun word om aan die vereistes te voldoen.

7. AANSOEK OM EN UITREIKING VAN CERTIFIKAAT VIR DIE BEDRYF VAN HAARKAPPERY

7.1 Elke haarkapper wat 'n werkende werkgewer of 'n werknemer is, moet binne die tydskiedstyk voorgeskryf in klousule 7.4 en op die wyse voorgeskryf in klousule 7.5 en op die vorm gespesifiseer in klousule 7.5.1 by die Raad aansoek doen om 'n sertifikaat vir die bedryf van haarkappery, en sodanige aansoek moet vergesel gaan van die heffing in klousule 7.9 voorgeskryf.

7.2 As die Raad by ontvangs van 'n aansoek en die heffing in klousule 7.9 bedoel tevrede is dat die aansoeker aan die vereistes van hierdie Ooreenkoms voldoen, moet die Raad aan die betrokke aansoeker 'n sertifikaat om haarkappery te bedryf uitreik op die vorm soos voorgeskryf in Aangangsel E, wat geldig moet wees tot 31 Desember van die jaar waarop sodanige aansoek betrekking het.

7.3 'n Sertifikaat vir die bedryf van haarkappery mag nie uitgereik word voordat daar aan hierdie Ooreenkoms voldoen is nie, en enige sertifikaat vir die bedryf van haarkappery wat uitgereik word in stryd met hierdie Ooreenkoms is ongeldig en moet op sy versoek na die Raad teruggestuur word.

5.8 The provisions of clause 4.3 shall *mutatis mutandis* apply to this clause.

5.9 The provisions of clause 7.4, 7.5, 7.7, and 7.8 shall *mutatis mutandis* apply to this clause save that any reference to a licence shall be construed as a reference to a registration certificate, and any reference to R10 shall be deleted.

5.10 The registration certificate contemplated by this clause shall be personal to the applicant named therein and shall not be sold, exchanged, donated, transferred, ceded, assigned or hypothecated without the consent of the Council.

5.11 Appeal procedure:

5.11.1 Any applicant for registration of a business who feels aggrieved by a decision of the Secretary as a result of which he has been denied registration shall have the right to appeal to the Council within 21 days from the date of receipt of notice of such refusal. The notice of appeal shall be in writing and signed personally by the appellant specifying the decision appealed against and the grounds of appeal.

5.11.2 Every appeal referred to in clause 5.11.1 shall be heard by the Council at its next ordinary meeting after the noting of the appeal and the appellant shall be afforded an opportunity of stating his case personally to the meeting of the Council, and may, if he so desires, call witnesses in support of any statement made by him.

5.11.3 The Council may prescribe or make such rules, including rules as to the representation of the appellant, as to it may seem just, and either generally or in any specific case, and may refer any appeal to a committee of the Council appointed for that purpose, whereupon such committee shall have all or such powers of the Council as the Council may specify in the reference to the committee.

5.11.4 Upon the hearing of an appeal the Council or committee of the Council may confirm, alter, vary or rescind the decision appealed against or may refer it back to the Secretary for reconsideration or may make such other order as to it may seem just.

5.11.5 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 a notification thereof within 14 days of the date upon which such change took effect, and until such notification is received by the Secretary every such employer shall remain bound by all of the provisions of this Agreement.

6. CONTROL OF PREMISES

6.1 No employer shall use or permit the use of any premises unless they comply with clause 5.4.

6.2 No employer shall, without obtaining the prior consent of the Council, cause or permit any premises or any part thereof in which he is performing or has performed toilet services to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing Trade or the provision of toilet services. The consent of the Council may be given or withheld in its discretion, and without assigning any reason therefor.

6.3 No employer shall in any premises conduct or permit any other person including an employee to conduct the business of a training institution during the hours when the establishment is open to the public.

6.4 Any employer whose premises at the date of coming into effect of this Agreement do not comply with the provisions of this clause shall have 90 days within which to comply with the said provisions after having been given written notice by the Secretary to do so.

7. APPLICATION FOR AND ISSUE OF CERTIFICATE TO PRACTISE HAIRDRESSING

7.1 Every hairdresser who is a working employer or an employee shall, within the period prescribed in clause 7.4 and in the manner prescribed in clause 7.5 and the form prescribed in clause 7.5.1, apply to the Council for a certificate to practise hairdressing and such application shall be accompanied by the levy prescribed in clause 7.9.

7.2 If the Council upon receipt of any application and the levy referred to in clause 7.9 is satisfied that the applicant complies with the requirements of this Agreement, the Council shall issue to the applicant concerned a certificate to practise hairdressing in the form prescribed in Annexure E.

7.3 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and returned to the Council at its request.

7.4 Voorgeskrewe tydperk:

7.4.1 Elke haarkapper aan wie 'n sertifikaat vir die bedryf van haarkapperie alreeds vir 'n sekere jaar uitgereik is, moet die Raad van enige verandering van die besonderhede wat daarin vervat is, in kennis stel.

7.4.2 'n Werkgewer en/of werknemer wat van voorneme is om in die loop van 'n kalenderjaar as 'n haarkapper te begin werk, moet by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkapperie.

7.5 Voorgeskrewe wyse waarop aansoek gedoen moet word om 'n sertifikaat vir die bedryf van haarkapperie:

7.5.1 Elke aansoek om 'n sertifikaat vir die bedryf van haarkapperie moet spesifiseer vir watter seksie en watter kategorie van die Bedryf die sertifikaat aangewend word, en dit moet gedoen word op die vorm in Aanhangsel D hiervan voorgeskryf.

7.5.2 Daar is drie seksies van die Bedryf, naamlik—

7.5.2.1 die bedryf vir mans;

7.5.2.2 die bedryf vir dames;

7.5.2.3 uniseks.

7.5.3 Daar is drie kategorieë binne elke seksie van die Bedryf, naamlik—

7.5.3.1 oop haarkapperie;

7.5.3.2 swart haarkapperie;

7.5.3.3 algemene haarkapperie.

7.5.4 Elke eerste aansoek om die uitreiking van 'n sertifikaat vir die bedryf van haarkapperie moet vergesel wees van die heffing in klausule 7.9 voorgeskryf wat in geen omstandighede terugbetaalbaar is nie.

7.6 Verbod op die uitreiking van 'n sertifikaat: Geen sertifikaat om haarkapperie te bedryf mag uitgereik word nie aan—

7.6.1 'n haarkapper wat nie voldoen aan die opleidingstandaard soos in klausule 8.8 voorgeskryf nie;

7.6.2 'n haarkapper wat nie die praktiese ondervinding het soos in klausule 8.7 voorgeskryf nie.

7.7 Intrekking en verbeurdverklaring van sertifikaat vir die bedryf van haarkapperie:

7.7.1 Die Raad kan 'n sertifikaat vir die bedryf van haarkapperie wat aan iemand uitgereik is, intrek—

7.7.1.1 as sodanige persoon gediskwalifiseer word soos in klausule 7.6 bedoel;

7.7.1.2 as sodanige sertifikaat verkry is op grond van vals inligting.

7.7.2 Geen sertifikaat vir die bedryf van haarkapperie mag uitgereik word nie tensy en totdat, hierdie Ooreenkoms nagekom is, en 'n sertifikaat vir die bedryf van haarkapperie wat uitgereik is in stryd met hierdie Ooreenkoms is ongeldig en moet op versoek van die Raad aan die Raad teruggestuur word.

7.7.3 Iemand wat in besit is van of beheer het oor 'n sertifikaat vir die bedryf van haarkapperie wat ingetrek word ingevolge klausule 7.7, moet op versoek van die Raad sodanige sertifikaat aan die Raad terugstuur.

7.7.4 'n Bevoegde hof kan om goeie rede en op aansoek van die Raad of enige ander bevoegde persoon 'n sertifikaat vir die bedryf van haarkapperie wat aan iemand uitgereik is, intrek, en so iemand of enigiemand anders wat 'n sertifikaat in sy besit het of beheer daarvoor het, moet dit summier aan die Raad terugstuur.

7.8 Voorgeskrewe tydsbestek:

7.8.1 Elke haarkapper aan wie 'n sertifikaat vir die bedryf van haarkapperie alreeds uitgereik is moet met 'n nuwe sertifikaat voorsien word indien enige veranderinge in die besonderhede van die bestaande sertifikaat ontstaan.

7.8.2 'n Werkgewer en/of werknemer wat van voorneme is om in die loop van 'n kalenderjaar as 'n haarkapper te begin werk, moet by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkapperie.

7.9 Voorgeskrewe heffing:

7.9.1 Elke aansoek om die uitreiking van 'n sertifikaat vir die bedryf van haarkapperie moet in die geval van die eerste aansoek om sodanige sertifikaat deur 'n applikant vergesel wees van 'n heffing van R10, wat onder geen omstandighede terugbetaalbaar is nie.

7.9.2 Indien iemand ingevolge klausule 7.4.2 aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkapperie, moet die aansoek vergesel wees van die volle bedrag van die heffing in klausule 7.9.1 bedoel.

7.4 Prescribed period:

7.4.1 Every hairdresser to whom a certificate to practise hairdressing has already been issued for a certain year shall advise the Council of any change in the particulars reflected therein.

7.4.2 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calendar year shall apply to the Council for the issue to him of a certificate to practise hairdressing.

7.5 Prescribed manner of applying for a certificate to practise hairdressing:

7.5.1 Every application for a certificate to practise hairdressing shall specify the section and category of the Trade in which the certificate is sought and shall be in the form prescribed in Annexure D hereto.

7.5.2 There shall be three sections of the Trade, namely—

7.5.2.1 the gents' trade;

7.5.2.2 the ladies' trade;

7.5.2.3 unisex.

7.5.3 There shall be three categories within each section of the Trade, namely—

7.5.3.1 open hairdressing;

7.5.3.2 black hairdressing;

7.5.3.3 general hairdressing.

7.5.4 Every first application for the issue of a certificate to practise hairdressing shall be accompanied by the levy prescribed in clause 7.9, which shall not be refundable in any circumstances.

7.6 Prohibitions on the issue of a certificate: No certificate to practise hairdressing shall be issued to—

7.6.1 any hairdresser who does not comply with the standard of training prescribed by clause 8.8;

7.6.2 any hairdresser who does not have the practical experience prescribed by clause 8.7.

7.7 Withdrawal and forfeiture of certificate to practise hairdressing:

7.7.1 The council may withdraw a certificate to practise hairdressing issued to any person—

7.7.1.1 if such person becomes subject to any disqualification referred to in clause 7.6;

7.7.1.2 if such certificate were obtained on the strength of false information.

7.7.2 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and returned to the Council at its request.

7.7.3 Any person who has in his possession or under his control any certificate to practise hairdressing withdrawn in terms of clause 7.7, shall at the request of the Council return such certificate to the Council.

7.7.4 A court of competent jurisdiction may, on good cause and upon application by the Council or any other competent person, withdraw any certificate to practise hairdressing issued to any person, and thereupon such person or any other person having such certificate in his possession or under his control shall forthwith return it to the Council.

7.8 Prescribed period:

7.8.1 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall be issued with a new certificate if any changes in the particulars of the existing certificate occur.

7.8.2 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calendar year shall apply to the Council for the issue to him of a certificate to practise hairdressing.

7.9 Prescribed levy:

7.9.1 Every application for the issue of a certificate to practise hairdressing shall in the case of the first application by an applicant for such certificate be accompanied by a levy of R10 which shall not be refundable in any circumstances.

7.9.2 An application by any person who applies in terms of clause 7.4.2 for the issue to him of a certificate to practise hairdressing, shall be accompanied by the full amount of the levy referred to in clause 7.9.1

8. OPLEIDINGSVEREISTES

8.1 Behoudens klousule 8.9 mag niemand as 'n haarkapper werk verrig nie, tensy iemand geslaag het in die eksamen in klousule 8.6 bedoel en 'n sertifikaat vir die bedryf van haarkappery aan hom uitgereik is.

8.2 Hierdie klousule tree in werking op 1 Januarie 1988 en is van toepassing op alle haarkappers of voornemende haarkappers, uitgesonderd haarkappers (gekwaliseer), wat deur die Raad as sodanig erken word.

8.3 Iemand wat vanaf 1 Januarie 1988 as 'n haarkapper optree of van voorneme is om as 'n haarkapper op te tree, moet binne 'n tydskedule van 12 maande vanaf die datum van uitreiking van die eerste sertifikaat vir die bedryf van haarkappery aan sodanige persoon in genoemde eksamen slaag, anders vervel sodanige sertifikaat summier en is dit nie meer van krag nie, en moet dit onmiddellik deur sodanige persoon aan die Raad teruggestuur word.

8.4 Iemand wat nie slaag in die eksamen in klousule 8.6 bedoel nie mag nie by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat om haarkappery te bedryf nie tot tyd en wyl hy in genoemde eksamen geslaag het.

8.5 Die Raad kan vrystelling verleen ten opsigte van enige eksamen of kursus vir die doel om aan die vereistes van hierdie klousule te voldoen.

8.6 Die eksamen:

8.6.1 Die eksamen in klousule 8.1 bedoel moet, in beide die seksies vir dames en mans afgeleë word—

8.6.1.1 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van oop haarkappery—vir die vaardigheidsertifikaat in oop haarkappery (sien klousule 3.1.25);

8.6.1.2 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van swart haarkappery—vir die vaardigheidsertifikaat in swart haarkappery;

8.6.1.3 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van algemene haarkappery—vir die vaardigheidsertifikaat in algemene haarkappery.

8.6.2 In die seksie vir mans moet vaardigheid in hare sny, skeer, sjampeëer (droog en olie) en skeermes-set gedemonstreer word—

8.6.2.1 in die kategorie oop haarkappery, in swart haarkappery sowel as op hare wat nie oormatig krullerig is nie;

8.6.2.2 in die kategorie swart haarkappery slegs in swart haarkappery;

8.6.2.3 in die kategorie algemene haarkappery, slegs op hare wat nie oormatig krullerig is nie.

8.6.3 In die seksies vir dames en uniseks moet vaardigheid gedemonstreer word—

8.6.3.1 in die kategorie oop haarkappery, in swart haarkappery sowel as op hare wat nie oormatig krullerig is nie, in verslapping, skeer en skêrknip, krul en golf, permanente golwing, dagstilering, tinting, vrysny, blaasstilering, bleikstreping en houding: Met dien verstande dat daar nie van 'n kandidaat vereis moet word om meer as die helfte van die eksamenvereistes in swart haarkappery en meer as die helfte van die eksamenvereistes op hare wat nie oormatig krullerig is nie te demonstreer nie, en dat hy die keuse kan uitoefen en mag kies om of hy enige spesifieke vereiste op sodanige hare of in swart haarkappery wil demonstreer;

8.6.3.2 in die kategorie, swart haarkappery by swart haarkappery in chemiese verslapping [kandidate moet in staat wees om ook die druk- en krul- en/of droogblaas- (termiese) metodes te kan beskryf], chemiese skoonblaas op 'n manlike model, haarvorming (vrysny), stilering deur krul en golf (uitgesonderd vingerkrul en vingergolwing); krul-reformasie (permanente golwing); semi-permanente haarkleur; houding en klantverhoudings;

8.6.3.3 in die kategorie algemene haarkappery, op hare wat nie oormatig krullerig gekartel is nie in skeer- en skêrknip, krul en golf, permanente golwing, dagstilering, tint, vrysny, blaasstyl, bleikstreping en houding.

8.6.4 In beide seksies en in alle haarkappery- kategorieë word daar van eksamenkandidate verwag om mondelinge vrae te beantwoord wat gemik is op 'n teoretiese begrip van die fundamentele beginsels van haarkappery.

8.6.5 'n Komitee bestaande uit minstens twee lede, waarvan een 'n werkgewer en een 'n werknemer moet wees, moet deur die Raad aangestel word om die eksamens in klousule 8.6 bedoel, af te neem en aanbevelings aan die Raad te doen in verband met die uitreiking van vaardigheidsertifikate.

8. TRAINING REQUIREMENTS

8.1 Subject to the provisions of clause 8.9, no person shall perform any act as a hairdresser unless such person has successfully passed the examination intended in clause 8.6 and has been issued with a certificate to practise hairdressing.

8.2 This clause shall come into operation on the first day of January 1988 and shall apply to all hairdressers or prospective hairdressers, excluding hairdressers (qualified), who are recognised by the Council as such.

8.3 Any person who acts or intends to act as a hairdresser as from 1 January 1988 shall pass the aforementioned examination within a period of 12 months from the date of issue to such person of the initial certificate to practise hairdressing; failing which, such certificate shall forthwith lapse and be of no further force or effect and shall immediately be returned to the Council by such person.

8.4 A person who fails to pass the examination intended in clause 8.6 may not apply to the Council for the issue to him of a certificate to practise hairdressing until such time as such person has passed the said examination.

8.5 The council may grant exemption in respect of any examination or course for purpose of compliance with this clause.

8.6 The examination:

8.6.1 The examination referred to in clause 8.1 shall be, in both ladies' and gents' section—

8.6.1.1 in the case of a person applying for a certificate in open hairdressing, the certificate of competency in open hairdressing (see clause 3.1.25);

8.6.1.2 in the case of a person applying for a certificate in Black hairdressing, the certificate of competency in Black hairdressing;

8.6.1.3 in the case of a person applying for a certificate in general hairdressing, the certificate of competency in general hairdressing.

8.6.2 In the gents' section, proficiency shall be shown in cutting, shaving, shampooing (dry and oil) and razor setting demonstrated—

8.6.2.1 in the open hairdressing category, in both Black hairdressing and on hair which is not over curly;

8.6.2.2 in the Black hairdressing category, in Black hairdressing only;

8.6.2.3 in the general hairdressing category, only on hair which is not over curly.

8.6.3 In the ladies' and the unisex sections, proficiency shall be demonstrated—

8.6.3.1 in the open hairdressing category, in both black hairdressing and on hair which is not over curly, in relaxing, razor and scissors cutting, curling and waving, permanent waving, day style, tinting, free cut, blow style, highlighting and deportment: Provided that a candidate shall not be required to demonstrate more than half the examination requirements in black hairdressing and more than half the examination requirements on hair which is not over curly, and may elect whether to demonstrate any particular requirement on such hair or in black hairdressing;

8.6.3.2 in the black category, in black hairdressing in chemical relaxing [candidates must be able to describe the press and curl and/or blow drying (thermal) methods as well], chemical blow out on a male model, shaping hair (free cut), styling by curling and waving (excluding pin curls and finger waving), curl re-formation (permanent waving), semi-permanent colouring of hair; deportment and client relations;

8.6.3.3 in the general hairdressing category, on hair which is not over curly in razor and scissors cutting, curling and waving, permanent waving, day style, tinting, free cut, blow style, highlighting and deportment.

8.6.4 In both sections and in all hairdressing categories examination candidates shall be expected to answer oral questions aimed at showing a theoretical grasp of the fundamental principles of hairdressing.

8.6.5 A committee shall be appointed by the Council consisting of at least two members, one of whom shall be an employer and one of whom shall be an employee, who shall hold the examinations referred to in clause 8.6 and make recommendations to the Council as to the issue of certificates of competency.

8.6.6 Wanneer 'n werkgever of 'n werknemer aansoek doen om 'n eksamen in klousule 8.6.1 bedoel, af te lê vir die verkryging van 'n vaardigheidsertifikaat moet hy, saam met sy aansoek, die bedrag van R110 (deur bemiddeling van die Sekretaris) aan die Raad stuur wat, sodra daar 15 kandidate is wat aansoek gedoen het om die betrokke eksamen, die aansoeker moet versoek om die eksamen af te lê en die datum, tyd en plek moet bepaal waar die eksamen gehou sal word.

8.6.7 As 'n aansoeker van wie daar vereis word om sodanige eksamen af te lê, hom nie op die bepaalde dag, tyd en plek aanmeld nie, verbeur hy die eksamenfooi.

8.6.8 'n Kandidaat vir die eksamen wat die eksaminatore wat deur die Raad aangestel is, oortuig van sy vaardigheid in die haarkapperykategorie waarop die eksamen betrekking het, is daarop geregtig dat die Raad 'n vaardigheidsertifikaat in daardie kategorie aan hom uitreik.

8.6.9 As die Raad te eniger tyd voor 1 Januarie 1988 eksamens vir vaardigheidsertifikate uitgeskryf het, is 'n sertifikaat wat voor daardie datum uitgereik is ondanks klousule 8.2, net so geldig en doelmatig asof dit na daardie datum uitgereik sou gewees het.

8.7 Voorgeskrewe praktiese ondervinding vir eksamen: Niemand mag toegelaat word om die eksamen af te lê wat in klousule 8.6 bedoel word nie tensy hy die Raad kan oortuig dat hy—

8.7.1 in die geval van 'n kandidaat vir 'n eksamen in oop haarkappery drie jaar praktiese ondervinding opgedoen het as 'n leerling-haarkapper in 'n oop salon;

8.7.2 in die geval van 'n kandidaat vir 'n eksamen in swart haarkappery twee jaar praktiese ondervinding opgedoen het as leerling-haarkapper in 'n swart salon;

8.7.3 in die geval van 'n kandidaat vir 'n eksamen in algemene haarkappery twee jaar praktiese ondervinding opgedoen het as leerling-haarkapper in 'n algemene salon.

8.8 Voorgeskrewe opvoedkundige standaard en bywoning aan 'n opleidingsinrigting.

8.8.1 Niemand mag toegelaat word as 'n kandidaat vir enige eksamen in klousule 8.6 bedoel nie, tensy hy die Raad kan oortuig dat hy geslaag het in Standard 8 of gelykwaardige kwalifikasie en 'n goedgekeurde kursus by 'n goedgekeurde opleidingsinrigting bygewoon het.

8.8.2 'n Opleidingsinrigting wat die Raad oortuig dat hy—

8.8.2.1 oor genoegsame beligting en ventilasie beskik en van 'n genoegsame toevoer van lopende warm en koue water voorsien is;

8.8.2.2 toegerus is met verglansde wasbakke met afvoerpipe en 'n stelsel vir die onskadelike wegdoening van afvalwater;

8.8.2.3 gebou is van vloer- en muurmateriaal wat die skoonhou daarvan toelaat;

8.8.2.4 toegerus is met rakke, muurmeublement of ander vaste toebehore wat van glas, marmer of leiklip gemaak is of afgewerk is met emalje of gegalvaniseer is of uit ander duursame materiaal vervaardig is wat maklik skoongemaak kan word;

8.8.2.5 genoegsame toegerus is met sodanige toiletbenodigdhede as wat dit in staat stel om opleidingsfasiliteite van 'n redelike standaard aan minstens 15 studente in beide praktyk en teorie te verskaf;

8.8.2.6 vir geen ander doel gebruik word nie as vir 'n opleidingsinrigting, tensy sodanige ander gebruike van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;

8.8.2.7 nie gebruik word as 'n bedryfsinrigting vir die verskaffing van ander toilet dienste nie, as die waarvoor daar na ure voorsiening gemaak is;

8.8.2.8 nie gehaar word deur die aansoeker saam met iemand anders nie, behalwe 'n vennoot wat opleiding verskaf in dieselfde onderneming as die aansoeker;

8.8.2.9 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoek saam met iemand anders wie se belange nie dieselfde is as dié van die aansoeker nie: Met dien verstande dat dit nie 'n oortreding van hierdie klousule is as die aansoeker 'n vennoot van sodanige ander persoon is en hul belange in die vennootskap nie dieselfde is nie;

8.8.2.10 beman word deur behoorlik gekwalifiseerde opleidingspersoneel en opleiding en onderrig verskaf van 'n standaard wat eweredig is aan die vereistes vir die eksamens of enige van die eksamens in klousule 8.6 bedoel;

8.6.6 Whenever an employer or an employee applies to take any examination referred to in clause 8.6.1 for a certificate of competency he shall forward with such application the sum of R110 to the Council (through the Secretary) which shall, as soon as there are 15 candidates for the examination in question, ask the applicant to submit himself to the examination and shall appoint the date and time and place for the holding of the examination.

8.6.7 Any applicant required to take such examination who fails to attend on the appointed day and time and at the appointed place, shall forfeit the examination fee.

8.6.8 Any candidate for an examination who satisfies the examiners appointed by the Council of his competency in the category of hairdressing to which the examination relates, shall be entitled to the issue to him of a certificate of competency in that category by the Council.

8.6.9 Notwithstanding the provisions of clause 8.2, if the Council held examinations for certificates of competency at any time prior to 1 January 1988 any certificate issued before that date shall be as valid and effectual as if it had been issued after that date.

8.7 Prescribed practical experience for examination: No person shall be entitled to be admitted to the examination intended in clause 8.6 unless he is able to satisfy the Council that he has—

8.7.1 in the case of a candidate for an examination in open hairdressing, had three years practical experience as a trainee hairdresser in an open salon;

8.7.2 in the case of a candidate for an examination in black hairdressing, had two years practical experience as a trainee hairdresser in a black salon;

8.7.3 in the case of a candidate for an examination in general hairdressing, had two years practical experience as a trainee hairdresser in a general salon.

8.8. Prescribed education standard and attendance at a training institution:

8.8.1 No person shall be entitled to be admitted as a candidate for any examination referred to in clause 8.6 unless he is able to satisfy the Council that he has passed Standard 8 or its equivalent and has attended an approved course at an approved training institution.

8.8.2 Any training institution may on satisfying the Council that it is—

8.8.2.1 adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;

8.8.2.2 fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;

8.8.2.3 constructed of floor and wall material which will permit of their being kept clean;

8.8.2.4 fitted with shelves, fittings or other fixtures which are made of glass, marble or slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;

8.8.2.5 adequately equipped with such toilet requisites as shall enable it to provide training facilities of a reasonable standard to at least 15 students in both practice and theory;

8.8.2.6 not used for any purpose other than as a training institution unless such other use is separated from the establishment by a wall or walls having no doors, windows apertures or other means of communication therewith;

8.8.2.7 not used as an establishment for the provision of toilet services other than as provided for after hours;

8.8.2.8 not leased by the applicant jointly with any other person save a partner who is engaged in the provision of training in the same business as the applicant;

8.8.2.9 not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interest are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner of any other person and their interest in the partnership is not equal;

8.8.2.10 staffed by suitably qualified training staff and provides training and tuition of a standard commensurate with the requirements of the examinations referred to in clause 8.6 or any of them;

8.8.2.11 bereid is om hom te onderwerp aan inspeksie deur persone wat deur die Raad aangestel is om te verseker dat die standaard van sake in klousule 8.8.2 bedoel, gehandhaaf word;

en wat 'n registrasiefooi van R1 500 per jaar betaal, kan by die Raad geregistreer word as 'n goedgekeurde opleidingsinrigting vir solank dit voldoen aan die vereistes in klousule 8.8.2 bedoel en die opleidingskursusse wat deur so 'n opleidingsinrigting aangebied word vir die eksamens in klousule 8.6 bedoel, moet kursusse wees wat deur die Raad goedgekeur word.

8.8.3 Elke opleidingsinrigting wat by die Raad aansoek doen om registrasie soos in klousule 8.8.2 beoog, moet homself kontraktueel op so 'n wyse aan die Raad verbind dat—

8.8.3.1 so 'n inrigting nie kan veroorsaak of toelaat dat 'n opleidingsinrigting of 'n gedeelte daarvan waar opleiding gegee word sonder die voorafverreë goedkeuring van die Raad verhuur of onderverhuur of beset word deur iemand wat beoog om werk daarin te verag wat regstreeks of onregstreeks in verband staan met die Haarkappersbedryf of die verskaffing van toilet dienste nie, en die Raad kan na goedgekeurde en sonder om enige rede daarvoor aan te voer, sodanige toestemming verleen of weerhou;

8.8.3.2 so 'n inrigting nie toilet dienste in of vanuit die opleidingsinrigting vir wins kan verrig of verskaf nie, behalwe in die loop van opleidingswerk;

8.8.3.3 so 'n inrigting nie sonder die voorafverreë goedkeuring van die Raad in enige advertensie kan suggereer of impliseer dat sodanige opleidingsinrigting of enige van sy kursusse regstreeks of onregstreeks deur die Raad en/of die werkgewersorganisasie en/of die vakvereniging goedgekeur is nie. Indien advertensiemateriaal wat deur die opleidingsinrigting veroorsaak of toegelaat is om gepubliseer te word na die Raad se mening onaanvaarbaar is met die strekking en gees van hierdie regulasies kan die Raad, nadat die opleidingsinrigting geleentheid gebied is om sy saak te stel, die registrasie van sodanige opleidingsinrigting of vir 'n spesifieke tydperk of permanent opskort of kanselleer.

8.8.4 Ondanks klousule 8.8.2 kan die Raad enige opleidingsinrigting aanwys as 'n goedgekeurde inrigting en enige kursus wat deur sodanige inrigting aangebied word as 'n goedgekeurde opleidingskursus. Geen opvoedkundige inrigting soos omskryf in die WOM is verplig om die registrasiefooi soos in klousule 8.8.2 beoog, te betaal nie.

8.9 Persone wat vrygestel is.

8.9.1 'n Haarkapper (gekwalifiseer) is nie onderworpe aan die bepalings van klousule 8.6, 8.7 en 8.8 nie maar die Raad kan bevredigende bewys vereis dat hy 'n haarkapper (gekwalifiseer) is.

8.9.2 Die Raad kan iemand op aanvraag en om 'n goeie rede vrystel van die bepalings van klousule 8.6, 8.7 en 8.8.

9. WERKSEKURITEIT

9.1 'n Werkgever mag geen werknemer as 'n haarkapper in diens neem nie tensy hierdie Ooreenkomste dit toelaat.

9.2 'n Werkgever mag nie toelaat en mag nie vereis dat iemand toilet dienste in 'n bedryfsinrigting verrig nie tensy sodanige werkgewer of persoon 'n gesertifiseerde haarkapper, 'n vakleerling, 'n minderjarige, 'n leerlinghaarkapper, 'n sjampoeis of 'n manikurus en/of 'n skoonheidskundige is.

9.3 Die enigste werk of toilet dienste wat in 'n bedryfsinrigting verrig of verskaf kan word deur—

9.3.1 'n manikurus en/of skoonheidskundige, is dié in klousule 3.1.21 bedoel;

9.3.2 'n sjampoeis is dié in klousule 3.1.34 bedoel;

9.3.3 'n algemene assistent, is dié in klousule 3.1.14 bedoel;

9.3.4 'n ontvangsdame en/of telefonis, is dié in klousule 3.1.31 bedoel.

9.4 Behoudens die mate in klousule 9.5 bepaal, mag 'n werknemer nie 'n leerlinghaarkapper in diens neem nie behalwe ingevolge 'n leerkontrak wat vir twee jaar geld in die kategorieë swart en algemene haarkapper en vir drie jaar in die kategorie oop haarkapper en wat—

9.4.1 nie geldig is nie, tensy dit op skrif gestel is en deur die werkgewer en die werknemer persoonlik onderteken is;

9.4.2 ingevul is op die vorm voorgeskryf in Aanhangsel F hiervan;

9.4.3 binne 14 dae vanaf die datum waarop die betrokke werknemer in diens geneem word, afgehandel en binne 14 dae vanaf die datum van afhandeling per geregistreerde pos vir registrasie aan die Sekretaris van die Raad gestuur is;

8.8.2.11 willing to submit to inspection by persons appointed by the Council with the object of ensuring that the standard of the matters referred to in clause 8.8.2 are being maintained;

and on payment of a registration fee of R1 500 per annum, may be registered by the Council as an approved training institution for as long as it complies with clause 8.8.2, and the training courses offered by any such training institution for the purposes of the examination intended in clause 8.6 shall be courses approved by the Council.

8.8.3 Every training institution which applies to the Council for registration as contemplated in clause 8.8.2 shall contractually bind itself to the Council in such a manner that no such institution shall—

8.8.3.1 without obtaining the prior consent of the Council, cause or permit any training institution or any part thereof in which training is performed to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing Trade or the provisions of toilet services which consent of the Council may be given or withheld in its discretion, and without assigning any reason therefor;

8.8.3.2 for the acquisition of gain perform or provide any toilet services in or from the training institution other than in the course of training;

8.8.3.3 without the prior approval of the Council in any advertising suggest or imply that such training institution or any of its courses are directly or indirectly approved by the Council and/or the employers' organisation and/or the trade union. If in the opinion of the Council any advertising material caused or permitted to be published by the training institution is repugnant to the tenor and spirit of these regulations the Council may, after affording the training institution concerned an opportunity to explain its case, suspend or cancel the registration of such institution either for a specified period or permanently.

8.8.4 Notwithstanding the provisions of clause 8.8.2, the Council may designate any training institution as an approved training institution and any course offered by such institution as an approved training course. No educational institution as defined in the MTA shall be required to pay the registration fee intended in clause 8.8.2.

8.9 Persons exempted:

8.9.1 A hairdresser (qualified) shall not be subject to the provisions of clause 8.6, 8.7 and 8.8, but the Council may require proof to its satisfaction that he is a hairdresser (qualified).

8.9.2 The Council may on application and for good cause, exempt any person from the provisions of clause 8.6, 8.7 and 8.8.

9. SECURITY OF EMPLOYMENT

9.1 No employer shall employ any employee as a hairdresser other than as permitted by this Agreement.

9.2 An employer shall not, and shall not require or permit any person to, render toilet services in an establishment unless such employer or person is a certificated hairdresser, an apprentice, a minor, a trainee hairdresser, a shampooist or a manicurist and/or beauty culturist.

9.3 The only work or toilet services which may be done or provided in an establishment by—

9.3.1 a manicurist and/or beauty culturist, shall be that referred to in clause 3.1.21;

9.3.2 a shampooist, shall be that referred to in clause 3.1.34;

9.3.3 a general assistant, shall be that referred to in clause 3.1.14;

9.3.4 a receptionist and/or telephonist, shall be that referred to in clause 3.1.31.

9.4 Save to the extent provided in clause 9.5, no employer shall employ a trainee hairdresser except under a training contract which shall be for two years in the black or general hairdressing category and three years in the open hairdressing category and which—

9.4.1 shall not be valid unless it is in writing and signed personally by the employer and the employee;

9.4.2 shall be in the form prescribed in Annexure F hereto;

9.4.3 shall be concluded within 14 days from the date of commencement of employment of the employee concerned and which shall be forwarded to the Secretary of the Council under registered cover for registration within 14 days from the date of its conclusion;

9.4.4. op aansoek na die Raad en om 'n goeie rede, behoudens sodanige voorwaardes en bepalings as wat die Raad nodig ag, deur die Raad verlang kan word.

9.5 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms as leerlinghaarkapper sou gekwalifiseer het as dit nie was vir die feit dat daar geen leerkontrak bestaan soos in klousule 9.4 bedoel nie, is, indien hy ononderbroke vir 'n tydperk van 12 maande, soos in Aanhangsel A aangedui, ingevolge 'n vorige ooreenkoms werksaam was, vrygestel van die vereistes van klousule 9.4: Met dien verstande dat as sodanige werknemer nie binne 18 maande vanaf die inwerkingtreding van hierdie Ooreenkoms aan die vereistes vir 'n sertifikaat om haarkapperij in enige haarkapperij-kategorie te bedryf, voldoen nie, sodanige werknemer en sy werkgever daarna onverwyld moet voldoen aan die bepalings van klousule 9.4.

9.6 'n Werkgever en/of 'n werknemer en/of 'n voornemende werknemer mag nie 'n premie vereis of aanvaar en 'n werknemer mag nie 'n premie gee of betaal vir die opleiding van enige persoon in toilet dienste nie: Met dien verstande dat niks hierin vervat van toepassing is ten opsigte van 'n opleidingskema of opleidingsheffings waartoe die werkgever wetlik verplig is om by te dra nie.

9.7 'n Werkgever mag niemand onder die ouderdom van 16 jaar in diens neem nie en 'n minderjarige mag nie in enige hoedanigheid hogenoemd werk nie, behalwe vir 'n proeftydperk ingevolge die bepalings van die WOM in die Bedryf en teen die loonskaal in hierdie Ooreenkoms neergelê.

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

9.9 Deeltydse indiensneming behalwe soos in klousule 9.8 neergelê word nie toegelaat nie.

9.10 Die verhouding van sjampoeërs tot gesertifiseerde haarkappers mag nooit te eniger tyd die volgende oorskry nie:

Een sjampoeër vir die eerste haarkapper (gekwalfiseer) en daarna een sjampoeër vir elke twee haarkappers (gekwalfiseer).

9.11 As 'n vakleerling in die kwalifiserende vaktoets slaag en sy vakleerlingkontrak gevolglik ingevolge die WOM geag word weens tydsvloer beëindig te wees, word so 'n werknemer 'n haarkapper (gekwalfiseer).

9.12 Geen werkgever mag 'n haarkapper in diens neem nie, tensy 'n geldige sertifikaat vir die bedryf van haarkapperij aan hom voorgelê is.

9.13 Die sertifikaat vir die bedryf van haarkapperij van elke haarkapper moet op 'n opvallende plek in die bedryfsinrigting vertoon word.

9.14 Die registrasiesertifikaat in klousule 5.8 bedoel, moet vertoon word op 'n opvallende plek in die bedryfsinrigting waarop dit betrekking het.

9.15 Elke werkgever moet maandeliks die volle name van alle persone in sy diens, met inbegrip van minderjariges en vakleerlinge invul, op die vorm in Aanhangsel A hiervan voorgeskryf.

9.16 Elke werkgever moet binne 14 dae nadat 'n werknemer sy diens verlaat het of nadat hy 'n werknemer in diens geneem het die Sekretaris van die Raad skriftelik by Posbus 1201, Johannesburg, 2000, daarvan verwittig. Tot tyd en wyl hy die Sekretaris van die Raad dienooreenkomstig verwittig het, is 'n werkgever aanspreeklik vir die betaling aan 'n werknemer van enige uitstaande bedrag in klousule 16.1 van hierdie Ooreenkoms gespesifiseer vir die tydperk wat die werknemer by die werkgever in diens was.

10. KOMMISSIE-OOREENKOMSTE

10.1 'n Werkgever kan met sy werknemer ooreenkom om hom, benewens die loon vir die werknemer in klousule 11 voorgeskryf, kommissie te betaal vir die waarde van die werk verrig en/of op verkope van toiletbenodigdhede deur sodanige werknemer (hierna 'n "kommissie-ooreenkoms" genoem).

10.2 Geen kommissie-ooreenkoms wat aangegaan word nadat hierdie Ooreenkoms van krag geword het, is geldig nie, tensy dit op skrif gestel en deur die werkgever en die werknemer persoonlik onderteken is. 'n Kommissie-ooreenkoms moet die volgende besonderhede bevat:

10.2.1 Die identiteit van die partye en die basiese loon waarvoor daar ooreengekom is ingeval sodanige basiese loon hoër is as die voorgeskrewe loon;

10.2.2 die kommissieskaal of -skale waarvoor daar ooreengekom is en die aanspraakvoorwaardes;

10.2.3 die dag van die week of maand waarop die kommissie wat verdien is verskuldig en betaalbaar is;

9.4.4 which may, on application to the Council and for good cause shown, be extend by the Council upon such terms and conditions as the Council may deem fit.

9.5 At the date of coming into operation of this Agreement any employee who, but for the fact that there exists no such training contract as is referred to in clause 9.4, would otherwise be qualified to be a trainee hairdresser shall, if that employee has been continuously employed for a period of 12 months reflected on Annexure A hereto under a prior Agreement, be exempt for the requirement of clause 9.4: Provided that if any such employee does not within 18 months of the coming into operation of this Agreement satisfy the requirement for a certificate to practise hairdressing in any category, such employee and his employer shall forthwith thereafter comply with the provisions of clause 9.4.

9.6 An employer and/or an employee and/or a prospective employee shall not require or accept, and an employee shall not give or pay, a premium for the training of any person in toilet services: Provided that nothing herein contained shall apply in respect of a training scheme or training levies to which the employer is legally required to contribute.

9.7 An employer shall not employ any person under the age of 16 years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the MTA in the Trade and at the rate of wages laid down in this Agreement.

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

9.9 Part-time employment, save as is provided in clause 9.8, is not permitted.

9.10 The ratio of shampooists to certificated hairdressers shall not at any time exceed—

one one shampooist to the first hairdresser (qualified) and thereafter one shampooist to every two hairdressers (qualified).

9.11 Should an apprentice pass a qualifying trade test and his contract of apprenticeship be deemed in consequence in terms of the MTA to have been terminated by effluxion of time, such an employee becomes a hairdresser (qualified).

9.12 No employer shall employ a hairdresser without the production to him by that hairdresser of a valid certificate to practise hairdressing.

9.13 The certificate to practise hairdressing or every hairdresser in an establishment shall be prominently displayed therein.

9.14 The registration certificate referred to in clause 5.8 shall be prominently displayed in the establishment to which it relates.

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

9.16 Every employer shall within 14 days after an employee has left his service or after he has engaged an employee, notify in writing the Secretary of the Council, P.O. Box 1201, Johannesburg, 2000, thereof. Until an employer has complied herewith he shall remain liable for payment in respect of that employee of any outstanding amount specified in clause 16.1 of this Agreement for the period that the employee was employed by the employer.

10. COMMISSION AGREEMENTS

10.1 An employer may agree with his employee to pay such employee, in addition to the wage prescribed for such employee in clause 11, commission on the value of work performed and/or sales of toilet requisites by such employee (hereinafter called a "commission agreement").

10.2 No commission agreement entered into after the coming into force of this Agreement shall be valid unless it is in writing and signed personally by the employer and the employee. A commission agreement shall contain the following particulars:

10.2.1 The identity of the parties and the basic wage agreement upon in the event of such basic wage being higher than the prescribed wage;

10.2.2 the rate or rates of commission agreed upon and the condition of entitlement;

10.2.3 the day of the week or month when commission earned is due and payable;

10.2.4 die tydperk van diensopsegging, wat minstens een week en skriftelik moet wees, wat deur die werkgewer of sy werknemer gegee moet word om die voorwaardes waarkragens die kommissie betaalbaar is, in te trek, of om onderhandelings aan te knoop vir die wysiging van die voorwaardes. Kommissie wat kragens hierdie klousule betaalbaar is, moet in die loonboek ingeskryf word op dieselfde wyse as lone wat kragens klousule 11 betaalbaar is.

10.2.5 So 'n kommissie-ooreenkoms moet deur die partye voor twee getuies onderteken word.

10.3 'n Werkgewer moet binne drie dae nadat hy versoek word om dit te doen—

10.3.1 deur 'n werknemer wat 'n kommissie-ooreenkoms met sodanige werkgewer aangegaan het;

10.3.2 deur die Sekretaris of 'n agent van die Raad;

iemand wat daarvoor vra, voorsien van 'n afskrif van sodanige kommissie-ooreenkoms.

10.4 'n Kommissie-ooreenkoms kan in die vorm wees soos uiteengesit in Aanhangsel 6 hiervan, en moet in breë trekke soortgelyk wees.

11. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

11.1 Behoudens klousule 11.6 mag geen werkgewer lone betaal en mag geen werknemer lone aanvaar wat later is as die volgende in die dames-, mans en unisex-seksies nie:

11.1.1 Haarkapper (gekwalifiseer):

(i) Behoudens subparagraaf (ii), haarkapper (gekwalifiseer) met 'n merietesertifikaat in klousule 11.2 bedoel: R165,84 per week of R718,75 per maand;

(ii) haarkapper (gekwalifiseer):

Eerste jaar na kwalifisering: R112,80 per week of R488,75 per maand; en met 'n merietesertifikaat soos in klousule 11.2 bedoel: R121,14 per week of R525 per maand;

daarna R139,32 per week of R603,75 per maand;

(iii) los werknemer: R46 per dag (sien omskrywing van "los werknemer" in klousule 3.1.7).

11.1.2 Haarkapper gelisensieer om haarkapper te bedryf:

(i) oop haarkapper:

Eerste jaar na kwalifisering: R112,80 per week of R488,75 per maand;

daarna, R139,32 per week of R603,75 per maand;

(ii) swart of algemene haarkapper:

Eerste jaar na kwalifisering: R106,14 per week of R460 per maand;

daarna, R112,80 per week of R488,75 per maand.

11.1.3 Leerlinghaarkapper:

(i) Gedurende die eerste jaar onder 'n leerkontrak: R58,38 per week of R253 per maand;

(ii) gedurende die tweede jaar onder 'n leerkontrak: R70,32 per week of R304,75 per maand;

(iii) gedurende die derde jaar onder 'n leerkontrak: R87,60 per week of R379,50 per maand; daarna, indien die Raad sy magte ingevolge klousule 9.4.4 uitoefen: R100,85 per week of R437 per maand;

(iv) binne die strekking van klousule 9.5, die bedrag per week of per maand gespesifiseer in (i) tot (iii) van klousule 11.1.3, na gelang van die ondervinding van sodanige leerlinghaarkapper (sien omskrywing van "ondervinding" in klousule 3.1.13.1).

11.1.4 Manikuris en/of skoonheidskundige:

(i) Gedurende die eerste drie maande ondervinding: R43,80 per week of R189,75 per maand;

(ii) gedurende die tweede drie maande ondervinding: R51,78 per week of R224,25 per maand;

(iii) gedurende die derde drie maande ondervinding: R61,02 per week of R264,50 per maand;

(iv) daarna, R112,80 per week of R488,75 per maand (sien omskrywing van "ondervinding" in klousule 3.1.13.2).

10.2.4 the period of notice, which shall not be less than one week and which shall be in writing, to be given by the employer or his employee to cancel or to negotiate for the alteration of the conditions under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 11.

10.2.5 Such commission agreement shall be signed by the parties thereto before two witnesses.

10.3 Every employer shall within three days of being requested so to do—

10.3.1 by an employee who has entered into a commission agreement with such employer;

10.3.2 by the Secretary, or an agent, of the Council;

supply any such person so requesting it with a copy thereof.

10.4 A commission agreement may be in the form set out in Annexure G hereto, and shall be in substantially similar form.

11. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

11.1 Subject to the provisions of clause 11.6, an employer shall pay wages at not less than, and an employee shall not accept wages at rates lower than the following in the ladies' and gents' and unisex sections:

11.1.1 Hairdresser (qualified):

(i) Subject to subparagraph (ii) hairdresser (qualified) with a merit certificate referred to in clause 11.2; R165,84 per week or R718,75 per month;

(ii) hairdresser (qualified):

First year after qualifying: R112,80 per week or R488,75 per month; and with a merit certificate referred in clause 11.2: R121,14 per week or R525 per month;

thereafter, R139,32 per week or R603,75 per month;

(iii) casual employee: R46 per day (see definition of "casual employee" in clause 3.1.7).

11.1.2 Hairdresser licensed to practise hairdressing:

(i) Open hairdressing:

First year after qualifying: R112,80 per week or R488,75 per month;

thereafter, R139,32 per week or R603,75 per month;

(ii) black or general hairdressing:

First year after qualifying: R106,14 per week or R460 per month;

thereafter, R112,80 per week or R488,75 per month.

11.1.3 Trainee hairdresser:

(i) During the first year under a training contract, R58,38 per week or R253 per month;

(ii) during the second year under a training contract, R70,32 per week or R304,75 per month;

(iii) during the third year under a training contract, R87,60 per week or R379,50 per month;

thereafter, if the Council exercises its power under clause 9.4.4: R100,85 per week or R437 per month;

(iv) within the meaning of clause 9.5, the amount per week or per month specified in (i) to (iii) of clause 11.1.3, depending on the experience of such trainee hairdresser (see definition of "experience" in clause 3.1.13.1).

11.1.4 Manicurist and/or beauty culturist:

(i) During first three months of experience: R43,80 per week or R189,75 per month;

(ii) during second three months of experience: R51,78 per week or R224,25 per month;

(iii) during third three months of experience: R61,02 per week or R264,50 per month;

(iv) thereafter, R112,80 per week or R488,75 per month (see definition of "experience" in clause 3.1.13.2).

- 11.1.5 Ontvangsdame en/of telefoniste: R106,97 per week of R460 per maand.
- 11.1.6 Sjmpoeis:
- (i) Gedurende die eerste jaar ondervinding: R53,10 per week of R230 per maand;
 - (ii) daarna: R74,28 per week of R322 per maand.
- 11.1.7 Algemene assistent: R53,10 per week of R230 per maand.
- 11.1.8 Minderjariges wat werk gedurende hul proeftydperk sonder 'n vakleerlingkontrak: Die loon voorgeskryf vir 'n eerstejaar-vakleerling.
- 11.2 Vir die toepassing van klousule 11.1.1 beteken "merietesertifikaat" 'n sertifikaat soos beoog in klousule 3.1.18.2 of 3.1.18.5.

11.3 Niks in hierdie klousule vervat mag, behoudens klousule 11.6, die uitwerking hê dat dit die loon wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang, verminder vir solank die werknemer by dieselfde werkgever in diens bly nie.

11.4 Klousule 11.3 is ook van toepassing op 'n werknemer wie se diens deur 'n werkgever na die datum van inwerkingtreding van hierdie Ooreenkoms beëindig word en wat weer deur sodanige werkgever in diens geneem word.

11.5 Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy die werknemer se dienskontrak voor die gebruikelike betaaldag beëindig word, in welke geval die loon onmiddellik by sodanige beëindiging betaal moet word. Die verskuldigde loon moet in 'n verseëlde kovert geplaas word waarop geskryf moet staan die volle naam van die werknemer, die tydperk waarvoor die besondere bedrag betaal word, alle bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die kovert ingesluit is. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by beëindiging van elke dienskontrak aan hom betaal word.

11.6 Geen aftrekking van watter aard ook al, behalwe ondergenoemdes, mag van die bedrag wat aan 'n werknemer verskuldig is, gemaak word nie:

- 11.6.1 Wanneer 'n werknemer behalwe soos beoog in klousule 14.5 of op versoek van sy werkgever van sy werk af wegbly, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
- 11.6.2 bydraes tot fondse van die Raad ingevolge klousule 16.1 van hierdie Ooreenkoms;
- 11.6.3 ledegeld en heffings aan die Suid-Transvaalse en Wes-Transvaalse takke van die South African Hairdressers Employees' Industrial Union ingevolge klousule 16.5 van hierdie Ooreenkoms;
- 11.6.4 bydraes tot die Siektebystandsfonds en die Siektebesoldigingsfonds vir die Haarkappersbedryf, gepubliseer ooreenkomstig die Wet;
- 11.6.5 bydraes wat 'n werkgever ingevolge 'n wet moet maak of 'n ander bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag afrek.

11.7 Lone ingevolge klousule 11.1 tot 11.4 en alle ander besoldiging verskuldig aan 'n werknemer wat volgens 'n weeklike dienskontrak werk, moet op die Saterdag van elke week van die maand voor of om 12h00 betaal word: Met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling op die voorafgaande besigheidsdag voor of om 17h30 moet geskied. As 'n werknemer volgens 'n maandelikse dienskontrak werk, moet die besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand voor of om 17h30 aan hom betaal word, of voor of om 12h00 ingeval die laaste dag 'n Saterdag is: Met dien verstande dat as sodanige dag van daardie bepaalde maand nie 'n besigheidsdag is nie, die loon betaal moet word op die besigheidsdag wat sodanige dag onmiddellik voorafgaan, of as sodanige dag 'n Saterdag is, dan voor of om 12h00 op daardie dag.

11.8 Betaling van lone moet plaasvind op die plek waar die werknemer werklik werksaam of in diens is op die tydstop waarop die lone betaal word.

12. WERKURE

Die gewone werkure vir alle werknemers in diens in die Haarkappersbedryf moet hoogstens 45 uur per week wees wat tussen Maandag en Saterdag moet val.

12.2 Geen werkgever mag van 'n werknemer vereis of hom toelaat om met sy werk te begin voor of daarmee op te hou na die veroorloofde handelsure nie.

12.3 Alle werkure van 'n werknemer, behalwe etenspouses, moet agterenvolgend wees.

11.1.5 Receptionist and/or telephonist: R106,97 per week or R460 per month.

11.1.6 Shampooist:

- (i) During the first year of experience: R53,10 per week or R230,00 per month;
- (ii) thereafter, R74,28 per week or R322 per month.

11.1.7 General assistant: R53,10 per week or R230 per month.

11.1.8 Minor engaged during their probationary period of employment without a contract of apprenticeship: The wage prescribed for a first-year apprentice.

11.2 For the purposes of clause 11.1.1, "merit certificate" mean a certificate contemplated by clause 3.1.18.2 or 3.1.18.5.

11.3 Nothing contained in this clause shall, subject to the provisions of clause 11.6, operate to permit of a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employment of the same employer.

11.4 The provisions of clause 11.3 shall also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by the same employer.

11.5 Wages shall be paid in cash 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.

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

- 11.6.1 Where an employee absents himself from work otherwise than as contemplated in clause 14.5 or at the request of his employer, a *pro rata* amount for the period of such absence;
- 11.6.2 contributions to Council funds in terms of clause 16.1 of this Agreement;
- 11.6.3 subscriptions and levies to the Southern Transvaal and Western Transvaal Branches of the S.A. Hairdressers Employees' Industrial Union in terms of clause 16.5 of this Agreement;
- 11.6.4 contributions to the Hairdressing Trade Sick Benefit Fund and the Hairdressing Trade Sick Pay Fund published in terms of the Act;
- 11.6.5 deductions which an employer is required to make in terms of any Act or any other amount which an employer is legally or by order of any competent court required or permitted to make.

11.7 Wages due in terms of clause 11.1 to clause 11.4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the Saturday of each and every week during the month not later than 12h00: Provided that where Saturday is a public holiday, payment shall be made on the previous business day not later than 17h30. Where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement on the last day of each and every month not later than 17h30 or not later than 12h00 in the event of such last day being a Saturday: Provided that should such day of that particular month be other than a business day, such wages shall be paid on the business day immediately preceding such day, or should such day be a Saturday, not later than 12h00 on that day.

11.8 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.

12. HOURS OF WORK

12.1 The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 45 hours per week, all of which shall fall between Monday and Saturday.

12.2 No employer shall require or permit an employee to commence work before or to terminate work after the permitted trading hours.

12.3 All hours of work of an employee shall be consecutive except for meal intervals.

12.4 'n Werknemer mag nie toegelaat word, en daar mag nie van hom vereis word, om meer as 45 uur per week of meer as nege uur per dag te werk nie.

12.5 Geen werknemer mag haarkapperwerk onderneem of verrig buite die ure wat in klousule 12.1, gelees met klousule 12.4, neergelê is nie.

12.6 Alle werknemers moet 'n pouse van minstens een uur vir 'n maaltyd tussen die ure 12h00 en 14h00 op alle werksdae toegestaan word: Met dien verstande dat geen werknemer verplig of toegelaat mag word om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie, en vir die toepassing van hierdie voorbehoudsbepaling word werktye wat deur 'n pouse van minder as een uur onderbreek word as aaneenlopend beskou: Met dien verstande dat in plaas van die toestaan van pouses vir maaltye 'n werkgever en sy werknemer mag ooreenkom dat die werknemer 'n dag-af per week toegestaan sal word en indien die af-dag op 'n openbare vakansiedag val, moet die werknemer die af-dag verbeur, en indien die af-dag nie op 'n openbare vakansiedag val nie moet die werkgever die af-dag verbeur.

12.7 Geen werkende werkgever in die haarkappersbedryf mag toilet-dienste voor of na die veroorloofde handelsure op enige dag aan die publiek lewer nie.

12.8 Ingesluit in die werkure van 'n werknemer wat 'n leerlinghaarkapper is, is alle tyd wat hy van die werk weg is vir die volgende doeleindes:

12.8.1 Bywoning van klasse deur die Raad vereis by 'n opleidingsinrigting wat deur die Raad goedgekeur is;

12.8.2 bywoning van 'n eksamen wat deur die Raad voorgeskryf is indien sodanige bywoning op 'n ander dag as 'n Sondag of 'n openbare vakansiedag val.

13. BYWONINGSREGISTER

13.1 Elke werkgever moet in sy bedryfsinrigting een of meer bywoningsregisters beskikbaar stel, in die vorm in Aanhangsel "H" van hierdie Ooreenkoms voorgeskryf, waarin daar plek is vir die inskrywings wat 'n werknemer ingevolge klousule 13.3 moet maak.

13.2 In sodanige bywoningsregister moet 'n werkgever dag vir dag aantekeninge byhou van die naam en beroep van elke werknemer.

13.3 Tensy hy deur onvermydelike omstandighede verhoed word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy werk en op daardie dag—

13.3.1 die volgende gegewens in sodanige bywoningsregister aanbring:

(i) Sy handtekening;

(ii) hoe laat hy begin werk het;

(iii) die begin- en ophou tyd van elke etenspouse of ander pouse wat nie as gewone werkure gereken kan word nie;

(iv) hoe laat hy op die dag opgehou het om te werk;

Met dien verstande dat, as 'n werknemer nie kan lees of skryf nie, sy werkgever namens hom die vereiste inskrywings ten opsigte van (i) tot en met (iv) hiervan moet maak en onderteken;

13.3.2 die vereiste inskrywings ten opsigte van (i) en (ii) hiervan maak voordat hy met sy werk vir die dag begin.

13.4 'n Werkgever moet so 'n bywoningsregister bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin.

13.5 Alle inskrywings in 'n bywoningsregister moet met ink of rolpen gemaak word, en nie in potlood nie.

14. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

14.1 Alle werknemers uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging op alle openbare vakansiedae in klousule 14.16 bedoel en dit moet aan hom toegestaan word en hy moet dit neem.

14.2 Alle werknemers, uitgesonderd los werknemers, moet in elke jaar diens by dieselfde werkgever drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging toegestaan word. Die drie weke moet 18 werksdae insluit en wanneer 'n openbare vakansiedag binne die verloftyd kragtens die bepaling hiervan val moet sodanige vakansiedag by gemelde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

14.3 'n Werknemer wat langer as vier jaar ononderbroke by dieselfde werkgever in diens was, is by voltooiing van die vyfde jaar diens geregtig op 24 werksdae verlof met volle besoldiging, wat hoogstens vier Saterdae mag insluit, tensy sowel die werkgever as die werknemer anders daaroor ooreengekom het. 'n Werknemer wat gedurende die drie maande voor die voltooiing van die vyf jaar ononderbroke diens om watter rede ook al deur die werkgever ontslaan word en wat binne 30 dae na die voltooiing van die tydperk van vyf jaar weer deur dieselfde werkgever in diens geneem word, is geregtig op die 24 dae verlof waarvoor daar hierkragtens voorsiening gemaak word.

12.4 An employee shall not be permitted or required to work in excess of 45 hours per week or for more than nine hours per day.

12.5 No employee shall undertake or perform any hairdressing work outside the hours laid down in clause 12.1, read with clause 12.4.

12.6 All employees shall be allowed an interval of at least one hour for meal between the hours 12h00 and 14h00 on all working days: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without uninterrupted interval of at least one hour, and for the purposes of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous: Provided that in lieu of the granting of meal intervals an employer and his employee may agree that the employee will be granted a day off per week, and if the off-day falls on a public holiday the employee shall forfeit the off-day, and if the off-day does not fall on a public holiday the employer shall forfeit the off-day.

12.7 No working employer engaged in the Hairdressing Trade shall render toilet services to the public before or after the permitted trading hours on any day.

12.8 Included in the hours of work of an employee who is a trainee hairdresser shall be any time away from work for the purposes of:

12.8.1 Attendance required by the Council at a training institution approved by the Council;

12.8.2 attendance at any examination directed by the Council, if such attendance falls on a day other than a Sunday or public holiday.

13. ATTENDANCE REGISTER

13.1 Every employer shall provide in this establishment one or more attendance registers, in the form prescribed in Annexure "H" to this Agreement, in which provision is made for the entries which an employee is, in terms of clause 13.3, required to make.

13.2 An employer shall day by day keep record in such attendance register of the name and occupation of every employee.

13.3 Unless precluded from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day—

13.3.1 record in such attendance register—

(i) his signature;

(ii) the time he commenced work;

(iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and

(iv) the time of finishing work for that day;

Provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries in respect of (i) to (iv) inclusive hereof;

13.3.2 make the necessary entries in respect of (i) and (ii) before commencing work for the day.

13.4 An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein.

13.5 Every entry in an attendance register shall be made in ink or ball-point pen but not in pencil.

14. ANNUAL LEAVE AND PUBLIC HOLIDAYS

14.1 Every employee, except a casual employee, shall be entitled to and be granted and shall take leave on full pay on all public holidays referred to in clause 14.16.

14.2 Every employee, except a casual employee, shall be granted in each year of service with the same employer three consecutive weeks' leave of absence on full pay. The three weeks 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 as a further period of leave of absence on full pay.

14.3 Any employee who has been employed with the same employer for a continuous period of more than four years shall be entitled, on the completion of the fifth year of service, to 24 working days' leave on full pay, which shall not include more than four Saturdays, unless mutually agreed upon by both employer and employee. Any employee dismissed by the employer for any reason whatsoever during the three months prior to the completion of five years' continuous service and who is within 30 days after the completion of the five year period re-engaged by the same employer, shall be entitled to receive the 24 days' leave provided for in terms hereof.

14.4 Jaarlikse verlof ingevolge klousule 14.2 moet geneem word op 'n tydstop wat minstens ses maande voordat sodanige verlof aanbreek tussen die werkgewer en die werknemer gereël moet word, en moet in elk geval deur die werkgewer toegestaan en deur die werknemer geneem word sodat dit 'n aanvang kan neem binne twee maande nadat dit verskuldig word.

14.5 Wanneer 'n werknemer 'n jaar diens by dieselfde werkgewer voltooi het, moet hy ingevolge klousule 14.2 sy verlof neem, en moet sy werkgewer hom ingevolge hierdie bepaling die verlof toestaan binne ses maande vanaf die datum waarop dit verskuldig is en moet hy die werknemer die verskuldigde verlofbesoldiging betaal onmiddellik voordat hy met verlof gaan.

14.6 Indien genoemde werkgewer of werknemer die diens beëindig nadat die werknemer vir verlof gekwalifiseer het, moet die werkgewer die werknemer die verskuldigde verlofbesoldiging op die werknemer se laaste werkdag betaal. Verlofbesoldiging wat vir 'n tydperk van minder as een volle jaar diens verskuldig is, moet betaal word teen een sewentiende van die weekloon wat die werknemer ontvang het toe sy diens beëindig is. Sodanige verlofbesoldiging moet eweneens op die werknemer se laaste werkdag aan hom betaal word.

14.7 Verlofbesoldiging wat aan die Raad betaal word, moet onmiddellik aan die betrokke werknemer betaal word. Indien die werknemer nie opgespoor kan word nie, moet die verlofbesoldiging aan die Raad betaal word, en die werknemer kan dit opeis te eniger tyd binne twee jaar vanaf die datum waarop die werknemer geregtig was om die bedrag te ontvang. Indien die verlofbesoldiging nie binne hierdie tydperk opgeëis word nie, val dit aan die algemene fondse van die Raad toe: Met dien verstande egter dat die Raad 'n eis deur sodanige werknemer na genoemde tydperk moet oorweeg en na goeë dinge uit die algemene fondse van die Raad aan sodanige werknemer 'n *ex gratia*-betaling kan maak van hoogstens die bedrag wat oorspronklik ten opsigte van die werknemer ontvang is.

14.8 Ondanks andersluidende bepalings hierin vervat, moet die geld wat in die krediet staan van 'n werknemer wat nie 'n jaar diens in die Bedryf voltooi na verloop van 18 maande vanaf die datum waarop die eerste *pro rata*-verlofbesoldiging ten opsigte van die jaar diens aan die Raad betaal is nie, aan hom betaal word sonder dat daar van hom vereis word om verlof te neem of sonder dat dit aan hom toegestaan moet word, en word hy geag om vanaf die datum van sodanige besoldiging met sy volgende jaar diens te begin het, maar as hy in daardie stadium werkloos is, moet sy volgende jaar diens geag word te begin vanaf die datum waarop hy daarna diens in die Bedryf aanvaar.

14.9 Ingeval 'n werknemer te sterwe kom, moet alle verlofbesoldiging in sy krediet in sy boedel inbetaal word.

14.10 Alle geld waarvoor die Raad ingevolge hierdie klousule beskik, moet in die Raad se fondse inbetaal word en daarvoor moet ooreenkomstig hierdie klousule gehandel word.

14.11 As 'n werknemer se diens beëindig word voor voltooiing van 'n jaar diens maar na voltooiing van een maand diens, is die werknemer vir elke voltooide week diens in die onvoltooide jaar geregtig op een sewentiende van die weekloon wat hy ontvang het toe sy diens beëindig is.

14.12 Vir die toepassing van klousule 14.11 moet 'n werknemer se jaar diens waarvoor hy op jaarlikse verlof geregtig is, plus alle openbare vakansiedae met volle besoldiging wat binne daardie tydperk val, altesaam 12 maande diens in die Bedryf wees, bereken vanaf die datum van sy eerste indiensneming in genoemde Bedryf of vanaf die datum waarop hy laas op jaarlikse verlof geregtig geword het, of vanaf die datum waarop hy laas *pro rata*-verlofbesoldiging in die Bedryf ontvang het sonder dat hy enige verlof geneem het, 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 dat hy enige verlof ingevolge klousule 14.6 geneem het, sy volgende jaar diens geag moet word te begin vanaf die datum van sy herindiensneming in die Bedryf.

14.13 Enige tydperk waarin 'n werknemer—

14.13.1 ingevolge klousule 14.12 met verlof is; of

14.13.2 weens siekte van sy werk afwesig is; of

14.13.3 van sy werk afwesig is op instruksies of op versoek van die werkgewer; of

14.13.4 militêre diens kragtens die Verdedigingswet, 1957, verrig; wat in 'n jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperk in klousule 14.13.1, 14.13.2 en 14.13.3 bedoel plus tot vier maande van 'n tydperk van militêre diens in klousule 14.13.4 bedoel gedurende daardie jaar verrig is, moet, vir die toepassing van klousule 14.2 en 14.4, geag word diens te wees.

14.14 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om in die Bedryf te werk, hetsy dit vir besoldiging is of nie, en 'n werknemer mag nie in die Bedryf werk, hetsy dit vir besoldiging is of nie, gedurende die jaarlikse verloftydperk wat ingevolge klousule 14.2 aan sodanige werknemer toegestaan word nie.

14.4 Annual leave in terms of clause 14.2 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.

14.5 When an employee has completed a year's service with the same employer, he shall thereupon be required to take leave in terms of clause 14.2 and his employer shall be required to grant him such leave within six months of its falling due in terms hereof and shall pay to the employee immediately prior to his proceeding on leave, the leave pay due.

14.6 Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay to the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was terminated. Such leave pay shall, likewise, be paid to the employee on his last working day.

14.7 Any leave pay which is paid to the Council shall immediately be paid to the employee concerned. Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to two years from the date the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the general funds of the Council: Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an *ex gratia* payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.

14.8 Notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the Trade after the expiry 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 of service, but if he is unemployed at that stage, his next year of service shall be deemed to commence from the date he obtains employment in the Trade thereafter.

14.9 In the event of an employee's death, all leave pay standing to his credit shall be paid into his estate.

14.10 All moneys held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.

14.11 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 the weekly wage which he was receiving when his employment was terminated.

14.12 For the purposes of clause 14.11, an employee's year of service for which he shall be entitled to annual leave plus any public holidays on full pay falling within that period, shall be 12 months' employment in the aggregate in the Trade, calculated from the date of his first engagement in the 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 Trade without taking any leave, whichever is the latest: Provided that if an employee was unemployed at the date he last received *pro rata* leave pay without taking any leave in terms of clause 14.6, his next year of service shall be deemed to commence from the date of his re-employment in the Trade.

14.13 Any period during which an employee—

14.13.1 is on leave in terms of clause 14.2; or

14.13.2 is absent from work owing to illness; or

14.13.3 is absent from work on the instructions or at the request of the employer; or

14.13.4 is doing military service in pursuance of the Defence Act, 1957; amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in clauses 14.13.1, 14.13.2 and 14.13.3, plus up to four months of any period of military service referred to in clause 14.13.4 rendered in that year, shall, for the purposes of clauses 14.2 and 14.4, be deemed to be employment.

14.14 An employer shall not require or permit an employee to work in the Trade, whether for remuneration or not, and an employee shall not work in the Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of clause 14.2.

14.15 Afwesigheidsverlof met volle besoldiging mag nie met diensopsegging, siekteverlof, of 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957, saamval nie.

14.16 Vir die toepassing van klousule 12.8.2 en/of van hierdie klousule beteken "openbare vakansiedag" enige dag genoem in die Eerste Skedule van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), of as sodanig verklaar kragtens artikel 2 van daardie Wet.

15. DIENSBEEÏNDIGING

15.1 'n Werkgewer of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet gedurende die eerste vier weke diens minstens een werkdag en daarna minstens een week kennis gee; of 'n werkgewer of 'n werknemer kan te eniger tyd die kontrak sonder kennisgewing opseë, in plaas van kennis te gee, minstens die volgende aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:

15.1.1 In die geval van een werkdag diensopsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

15.1.2 in die geval van 'n week diensopsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie ondervormde mag raak nie, naamlik—

15.1.3 die reg van 'n werkgewer of 'n werknemer om die kontrak om 'n regsgeldige rede sonder diensopsegging te beëindig;

15.1.4 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n tydperk van diensopsegging van gelyke duur aan albei kante bepaal en wat langer is as die wat in klousule 15.1 voorgeskryf word;

15.1.5 die werking van verbeurings of strawwe wat regtens van toepassing is ten opsigte van 'n werknemer wat dros.

15.2 'n Werkgewer mag nie die dienste van 'n werknemer beëindig gedurende die werknemer se afwesigheid van sy werk weens 'n siekte waarvoor hy nie self verantwoordelik is nie: Met dien verstande dat—

15.2.1 die werkgewer binne drie werkdagte vanaf die begin van sodanige siekte daarvan in kennis gestel word;

15.2.2 'n doktersertifikaat vir die tydperk van afwesigheid ingedien word wanneer die werknemer sy werk hervat; en

15.2.3 die tydperk van afwesigheid hoogstens 30 dae duur.

15.3 Die diensopseggingstermyn in hierdie klousule bedoel, mag nie saamval nie met, en kennis mag ook nie gegee word nie gedurende, 'n werknemer se afwesigheid met jaarlikse verlof of 'n tydperk waarin die werknemer militêre diens ingevolge die Verdedigingswet, 1957, moet verlig.

16. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE WERKGEWERSORGANISASIE EN DIE VAKVERENIGING

16.1 Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer die volgende bedrae van die besoldiging van elkeen van sy werknemers aftrek:

16.1.1 Haarkappers (gekwalifiseer) met merietesertifikaat, haarkappers (gekwalifiseer), haarkappers wat gesertifiseer is om enige kategorie haarkapperij te bedryf: R5,20 en vir manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste: R4,35 per maand;

16.1.2 vakleerlinge in hul eerste jaar, leerlinghaarkappers in hul eerste jaar, manikuriste en/of skoonheidskundiges in die eerste drie maande ondervinding, sjampoëiste en algemene assistente, vakleerlinge in hul tweede jaar, leerlinghaarkappers in hul tweede jaar, en manikuriste en/of skoonheidskundiges in die tweede drie maande ondervinding: R2 per maand;

16.1.3 vakleerlinge in hul derde jaar, leerlinghaarkappers in hul derde jaar en manikuriste en/of skoonheidskundiges in die derde drie maande ondervinding: R2,90 per maand;

16.1.4 los werknemer: R1,15 ten opsigte van elke week waarin hy by dié werkgewer in diens was.

16.2 By die totale bedrag aldus afgetrek ingevolge klousule 16.1, moet die werkgewer 'n basiese heffing van R12 ten opsigte van elke bedryfsinrigting byvoeg, plus, ten opsigte van elke werknemer, die volgende:

16.2.1 Haarkappers (gekwalifiseer) met merietesertifikaat, haarkappers (gekwalifiseer), haarkappers wat gesertifiseer is om enige kategorie haarkapperij te bedryf, manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste: R1,75 per maand;

16.2.2 vakleerlinge in hul eerste jaar, leerlinghaarkappers in hul eerste jaar, manikuriste en/of skoonheidskundiges in die eerste drie maande ondervinding, sjampoëiste en algemene assistente, vakleerlinge in hul tweede jaar, leerlinghaarkappers in hul tweede jaar, manikuriste en/of skoonheidskundiges in die tweede drie maande ondervinding: R0,80 per maand;

14.15 Leave of absence on full pay shall not run concurrently with notice of termination, sick leave or any period of military service, in pursuance of the Defence Act, 1957.

14.16 For the purposes of clause 12.8.2 and/or of this clause "public holiday" means any day referred to in the First Schedule to the Public Holidays Act, 1952 (Act 5 of 1952), or declared as such in terms of section 2 of that Act.

15. TERMINATION OF SERVICE

15.1 An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give during the first four weeks of employment, not less than one work-day's notice and thereafter not less than one week's notice; or an employer or his 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—

15.1.1 in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

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

Provided that this shall not affect—

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

15.1.4 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 clause 15.1;

15.1.5 the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

15.2 No employer shall terminate the services of an employee during such employee's absence from work due to illness for which he is not himself responsible: Provided that—

15.2.1 the employer is notified within three working days of the commencement of such illness;

15.2.2 a medical certificate for the period of absence is produced on the employee's return to work; and

15.2.3 such period of absence from work does not exceed 30 days.

15.3 The period of notice referred to in this clause shall not run concurrently with, nor shall notice be given during, an employee's absence on annual leave or any period during which the employee is required to render military service in pursuance of the Defence Act, 1957.

16. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

16.1 For the purposes of meeting the expenses of the Council, every employer shall make the following deductions from the earnings of each of his employees:

16.1.1 Hairdressers (qualified) with merit certificate, hairdressers (qualified), hairdressers certificated to practise any category of hairdressing: R5,20 and for manicurists and/or beauty culturists and receptionists and/or telephonists: R4,35 per month;

16.1.2 first-year apprentices, first-year trainee hairdressers, manicurists and/or beauty culturists in the first three months of experience, shampooists and general assistants, second-year apprentices, second-year trainee hairdressers and manicurists and/or beauty culturists in the second three months of experience: R2 per month;

16.1.3 third-year apprentices, third-year trainee hairdressers and manicurists and/or beauty culturists in the third three months of experience: R2,90 per month;

16.1.4 casual employee: R1,15, in respect of each week during which he was employed by that employer.

16.2 To the total amount so deducted pursuant to clause 16.1 the employer shall add a basic charge per establishment of R12, plus in respect of each employee the following:

16.2.1 Hairdressers (qualified) with merit certificate, hairdressers (qualified), hairdressers certificated to practise any category of hairdressing, manicurists and/or beauty culturists and receptionists and/or telephonists: R1,75 per month;

16.2.2 first-year apprentices, first-year trainee hairdressers, manicurists and/or beauty culturists in the first three months of experience, shampooists and general assistants, second-year apprentices, second-year trainee hairdressers and manicurists and/or beauty culturists in the second three months of experience: R0,80 per month;

16.2.3 vakleerlinge in hul derde jaar, leerlinghaarkappers in hul derde jaar, manikuriste en/of skoonheidskundiges in die derde drie maande ondervinding: R1,15 per maand;

16.2.4 los werknemer: R1,15 ten opsigte van elke week waarin hy by die werkgever in diens was.

16.3 Werkgevers moet die totale bedrag in klousule 16.1 en 16.2 bepaal maand vir maand voor of op die sewende dag van elke maand, in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

16.4 Werkgevers wat ingevolge klousule 16.2 aftrekkings moet maak en 'n bedrag byvoeg wat altesaam minder as R20 is, moet maand vir maand 'n bedrag van minstens R20 voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

16.5 Elke werkgever wat lid van die werkgeversorganisasie is, moet van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge en minderjariges, wat lede van die vakvereniging is, die bedrag van die ledegeld en heffings betaalbaar aan die vakvereniging aftrek en dit maand vir maand voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

16.6 Elke werkgever wat lid van die werkgeversorganisasie is, moet die maandelikse ledegeld, onderwys- of ander heffings voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

16.7 Alle geld wat ooreenkomstig hierdie Ooreenkoms aan die Sekretaris van die Raad gestuur moet word, moet by Gloucestergebou 601, Rissikstraat 66, Johannesburg, 2001, afgelewer word of per vooruitbetaalde pos aan die Sekretaris van die Raad, Posbus 1201, Johannesburg, 2000, gestuur word. In die geval van posbetalings word die Hoofposkantoor geag die agent van die afsender te wees.

16.8 Die onus rus op enige persoon wat ingevolge hierdie Ooreenkoms geld aan die Raad of die Sekretaris van die Raad moet stuur om te bewys dat die Raad die geld ontvang het.

16.9 As enige bedrag wat ingevolge klousule 16 en/of enige ander bepaling van hierdie Ooreenkoms betaalbaar is nie op die sewende dag van die maand wat volg op die maand waarvoor die bedrag verskuldig is, ten volle deur die Raad ontvang is nie, is die werkgever aanspreeklik vir die betaling van 'n boete bereken teen 10 persent van die onbetaalde bedrag.

16.10 Alle sodanige bedrae wat deur die Raad ten opsigte van 'n opleidingsinrigting ingevorder word en sertifikaatfooie vir die sertifisering van haarkappers maak deel uit van die Raadse fondse en word aangewend vir die bestryding van die Raad se uitgawes.

16.11 In die geval van weekliks besoldigde werknemers moet die weeklikse bydraes bereken word teen drie dertiendes van enige maandelikse bydrae in klousule 6.1 gespesifiseer.

17. VERBOD OP BUITEWERK

'n Werknemer mag nie terwyl hy in diens is van 'n werkgever in die Haarkappersbedryf—

17.1 enige haarkapperswerk verrig nie behalwe in die loop en op die gebied van sy diens as sodanig; of

17.2 vir eie rekening of in vennootskap of ten behoeve van enigiemand toiletbenodigdhede vir wins verkoop nie behalwe in die loop en op die gebied van sy diens as sodanig by sy werkgever in die bedryfsinrigting waarin hy werksaam is.

18. ADMINISTRASIE EN VERTOLKING VAN OOREENKOMS

18.1 Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgevers en werknemers voorskrifte uitreik wat nie strydig is met die bepalings van die Ooreenkoms of met enige wetlike uitleg daarvan nie.

18.2 Die Raad kan van tyd tot tyd vorms uitreik wat ingevul moet word deur werkgevers en/of werknemers ten einde nakoming van die bepalings van hierdie Ooreenkoms te vergemaklik.

18.3.1 'n Werkgever en 'n werknemer het die reg om by die Raad te appelleer teen enige besluit van 'n komitee wat deur die Raad aangestel is.

18.3.2 'n Appèl voortspruitend uit klousule 18.3.1 moet skriftelik opgestel word en binne 21 dae vanaf die datum waarop die besluit waarteen daar geappelleer word aan die betrokke werkgever of werknemer bekendgemaak is of binne sodanige verdere tydperk as wat die Raad toelaat, aan die Sekretaris van die Raad voorgelê word. Met dien verstande dat 'n werkgever of 'n werknemer wat homself nie geredelik op skrif kan uitdruk nie sy appèl skriftelik kan laat opstel deur die Sekretaris of deur iemand wat vir dié doel deur die sekretaris aangewys is.

16.2.3 third-year apprentices, third-year trainee hairdressers and manicurists and/or beauty culturists in the third three months of experience: R1,15 per month;

16.2.4 casual employee: R1,15 in respect of each week during which he was employed by that employer.

16.3 The employers shall remit, month by month, the total sum under clause 16.1 and 16.2 to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

16.4 Employers who are required to make deductions and add an amount in terms of clause 16.2 which in the aggregate totals less than R20 shall remit an amount of at least R20, month by month, to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

16.5 Every employer who is a member of the employers' organisation shall deduct from the monthly or weekly wage of his employees, other than apprentices and minors, who are members of the trade union, the amount of subscriptions and levies payable to such union and remit same month by month to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

16.6 Every employer who is a member of the employers' organisation shall remit the monthly subscription, educational levies or any other levies to the Secretary of the Council not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.

16.7 All moneys required by this Agreement to be sent to the Secretary of the Council, shall be delivered to 601 Gloucester House, 66 Rissik Street, Johannesburg, 2001, or sent by prepaid post to P.O. Box 1201, Johannesburg, 2000. In the case of postal remittances, the General Post Office shall be deemed to be the agent of the sender.

16.8 The onus shall be on any person obliged by the terms of this Agreement to remit any money to the Council or the Secretary to prove its receipt by the Council.

16.9 If any amount which falls due in terms of clause 16 and/or in terms of any other provision of this Agreement, is not received in full by the Council by the seventh day of the month following the month for which the amount is payable, then the employer shall be liable to pay a penalty calculated at 10 per cent of the amount which remains unpaid.

16.10 All such sums as are collected by the Council in respect of a training institution, and certificate fees for the certifying of hairdressers, shall be part of the funds of the Council and shall be applied by it towards meeting the expenses of the Council.

16.11 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirtieths of any monthly contribution specified in clause 16.1.

17. PROHIBITION ON OUTWORK

An employee shall not—

17.1 perform any act as a hairdresser other than in the course and within the scope of his employment as such; or

17.2 on his own account or in partnership or on behalf of any other person for the acquisition of gain dispose of any toilet requisites other than in the course and within the scope of his employment as such with his employer in the establishment in which he is employed,

whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

18. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

18.1 The Council shall be the body responsible for the administration of this Agreement, and it may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof for the guidance of employers and employees.

18.2 The Council may from time to time prescribe any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provisions of this Agreement.

18.3.1 An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

18.3.2 Any appeal pursuant to clause 18.3.1 shall be in writing and lodged with the Secretary of the Council within 21 days of the date on which the decision against which the appeal is noted became known to the employer or employee concerned, or within such further period as the Council may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary or someone designated by him for the purpose.

18.4 Behoudens die bepalings van die Wet is die besluit van die Raad oor enige saak finaal en bindend op 'n werkgewer en 'n werknemer en die Raad is nie verplig om enige rede vir sodanige beslissing te verstrek nie.

18.5 Alle geskille wat in die Bedryf ontstaan, moet vir beslissing kragtens die Bedryf se konstitusie na die Raad verwys word.

19. VRYSTELLINGS

19.1 Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad om 'n regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms ten opsigte van enigiemand verleen.

19.2 Die Raad moet ten opsigte van enigiemand aan wie vrystelling ingevolge klousule 19.1 verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is: Met dien verstande dat die Raad, nadat een week skriftelike kennis aan die betrokke persone gegee is, enige vrystellingsertifikaat na goeddunke kan intrek.

19.3 Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens klousule 19.1 verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik wat die volgende vermeld:

19.3.1 Die naam van die betrokke persoon voluit;

19.3.2 die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

19.3.3 die voorwaardes, vasgestel ooreenkomstig klousule 19.2, waarop die vrystelling verleen word; en

19.3.4 die tydperk waartydens die vrystelling van krag is.

19.4 Die Sekretaris van die Raad moet—

19.4.1 van elke sertifikaat wat uitgereik word 'n afskrif bewaar;

19.4.2 as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

20. VERTONING VAN OOREENKOMS

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

21. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om met die administrasie van die Ooreenkoms te help. Elke werkgewer en elke werknemer is verplig om die persone toe te laat om die perseel te betree, die navrae te doen en te voltooi, en die boeke en dokumente, loonstate, tydstate en betaalkaarte te ondersoek en alles te doen wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sy ondersoek aan so 'n agent 'n valse verklaring doen nie.

22. LIDMAATSKAP

22.1 'n Werkgewer wat lid van die werkgewersorganisasie is, mag geen werknemer wat nie lid van die vakvereniging is nie, insluitende 'n werknemer in klousule 22.4 gemeld, in diens neem nie; en geen lid van die vakvereniging mag diens aanvaar of in diens bly by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie.

22.2 Geen werkgewer (wat lid van die werkgewersorganisasie is) mag 'n werknemer in diens neem nie, tensy die werknemer 'n geldende lidmaatskapkaart van die Suid-Transvaalse of die Wes-Transvaalse tak van die South African Hairdressers Employees' Industrial Union voorleë.

22.3 Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van die aanvang van sy diens in die bedryf, geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, klousule 22.1 onmiddellik van toepassing word.

22.4 Klousule 22.2 is nie van toepassing nie op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie of wat lidmaatskap geweier of uit die vakvereniging gesit is.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike geleenthede verskaf om hul pligte in verband met die Raad se werk te vervul.

24. VERSKAFFING VAN UITRUSTING

'n Werkgewer moet vir die gebruik van elke haarkapper (gekwalifiseer) alle gereedskap en uitrusting verskaf wat nodig is om sy werk te verrig, behalwe—

(i) kruluitrusting;

(ii) skêre;

(iii) kamme;

18.4 Subject to the provisions of the Act, the decision of the Council on any matter shall be final and binding on an employer and an employee, and the Council shall not be obliged to give any reason for any decision.

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

19. EXEMPTIONS

19.1 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.

19.2 The Council shall fix, in respect of any person granted exemption under the provisions of clause 19.1, 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 the exemption.

19.3 The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of clause 19.1, a licence of exemption, signed by him, setting out—

19.3.1 the full name of the person concerned;

19.3.2 the provisions of the Agreement from which exemption is granted;

19.3.3 the conditions fixed in accordance with the provisions of clause 19.2 subject to which such exemption is granted; and

19.3.4 the period during which the exemption shall operate.

19.4 The Secretary of the Council shall—

19.4.1 retain a copy of each licence issued;

19.4.2 where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

20. EXHIBITION OF AGREEMENT

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

21. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of this 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 ascertaining whether the provisions of this Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigations.

22. MEMBERSHIP

22.1 An employer who is a member of the employers' organisation shall not employ an employee who is not a member of the trade union, including any persons contemplated by clause 22.4; and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employers' organisation.

22.2 No employer (who is a member of the employers' organisation) shall engage an employee without the production of a current membership card of the Southern Transvaal Branch of Western Transvaal Branch of the South African Hairdressers Employees' Industrial Union.

22.3 The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of clause 22.1 shall immediately come into operation.

22.4 The provisions of clause 22.2 shall not apply to persons who are not eligible in terms of the union's constitution for membership, or who have been refused membership of or been expelled from the union.

23. 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 of the Council.

24. PROVISION OF EQUIPMENT

An employer shall provide, for the use of every hairdresser (qualified), all tools and equipment necessary for the carrying out of his work, except—

(i) curling equipment;

(ii) scissors;

(iii) combs;

- (iv) handdroërs;
- (v) knippers;
- (vi) skeermesse;
- (vii) setknippies;
- (viii) rollers;
- (ix) borsels;
- (x) beskermende klere;
- (xi) nekborsels;

Met dien verstande dat waar die werkgewer 'n kleurskema vir die beskermende klere ingevoer het wat by die kleurskema van sy salon pas, hy die beskermende klere moet verskaf, maar dat hy nie meer as twee aan elke werknemer in 'n tydperk van 12 maand hoef te verskaf nie.

25. TOEPASSING VAN OOREENKOMS

Die Raad kan vir die doel om nakoming van die Ooreenkoms af te dwing gebruik maak van enige wettige middel hetsy kragtens die Wet of ooreenkomstig die konstitusie van die Raad.

26. ULTRA VIRES-BEPALINGS IN OOREENKOMS

Indien enige bepaling in hierdie Ooreenkoms ongeldig of *ultra vires* die magte van die Minister of van die partye hierby is voor of na publikasie van die Ooreenkoms deur die Minister in die *Staatskoerant* kragtens die Wet, raak dit hoëgenaamd nie die res van die Ooreenkoms nie en maak die res van die ooreenkoms in sodanige geval die Ooreenkoms uit.

27. AANSTELLINGSBRIEF

27.1 Elke werkgewer moet 'n aanstellingsbrief aan elke nuwe werknemer gee waarin die volgende uiteengesit word:

Die werknemer se volle naam, aanvangsdatum van diens, aanvanklike werktoewysing, basiese salaris en gewone werkure.

27.2 'n Afskrif van sodanige brief wat deur die werknemer onderteken is, moet deur die werkgewer gehou word en te alle redelike tye toeganklik wees vir die werknemer vir inspeksie.

28. DIENSSERTIFIKAAT

Behalwe wanneer die diens van 'n werknemer deur 'n werkgewer as gevolg van drostery beëindig word, moet 'n werkgewer wanneer 'n werknemer se diens beëindig word 'n dienssertifikaat aan sodanige werknemer uitreik wat die volle name van die werkgewer en van die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die werknemer se diens en sy loonskaal ten tyde van die diensbeëindiging aandui.

Namens die partye op hede die 4de dag van Augustus 1986 te Johannesburg onderteken.

B. D. MARTIN,
Voorsitter van die Raad.

J. DANIEL,
Ondervoorsitter van die Raad.

J. A. MARTIN,
Sekretaris van die Raad.

- (iv) hand driers;
- (v) clippers;
- (vi) razors;
- (vii) setting clips;
- (viii) rollers;
- (ix) brushes;
- (x) protective garments;
- (xi) neck brushes;

Provided that in cases where the employer has instituted a colour scheme in protective garments fitting in with the colour scheme of his salon, he shall supply the protective garments, but shall not be required to supply more than two to each employee in any period of 12 months.

25. ENFORCEMENT OF THIS AGREEMENT

The Council may, for the purposes of enforcing compliance with this Agreement, have recourse to any means allowed by law, whether under the Act or under the constitution of the Council.

26. ULTRA VIRES PROVISIONS IN AGREEMENT

Should any provision of this Agreement be inoperative or *ultra vires* the powers of the parties hereto or the Minister, before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement, which shall in that event constitute the Agreement.

27. LETTER OF APPOINTMENT

27.1 Every employer shall provide each new employee with a letter of appointment showing the following:

The employee's full name, date of commencement of service, initial job title, basic salary, and normal hours of work.

27.2 A copy of such letter, signed by the employee, shall be retained by the employer and be available for inspection by the employee at all reasonable times.

28. CERTIFICATE OF SERVICE

Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer shall, upon the termination of an employee's employment, issue a certificate of service to such employee reflecting the full names of the employer and employee, the occupation of the employee, the date of commencement and date of termination of employment and the wage rate of the employee at the date of termination.

Signed at Johannesburg, on behalf of the parties, this 4th day of August 1986.

B. D. MARTIN,
Chairman of the Council.

J. DANIEL,
Vice-Chairman of the Council.

J. A. MARTIN,
Secretary of the Council.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF (SUID- EN WES-TRANSVAAL)

MAANDELIKSE OPGAWES DEUR WERKGEWER

Aan die Sekretaris,

Nywerheidsraad vir die Haarkappersbedryf
Gloucestergebou 600
Rissikstraat 66
Posbus 1201
Johannesburg. 2000
Tel. 337-7107.

Hierdie opgawe moet by die Sekretaris ingedien word voor of op die sewende dag van elke maand wat volg op die maand waarvoor die opgawe ingevul is.

Opgawe vir die maand.....19....

Naam van salon Adres van salon Posbus Tel. No

Net vir kantoorgebruik

Kwitansie No
Maand
Beampte

[illegible]

ANNEXURE A

**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSVAAL)**

MONTHLY RETURN BY EMPLOYER

To the Secretary,

Industrial Council for the Hairdressing Trade
600 Gloucester House
66 Rissik Street
P.O. Box 1201
Johannesburg, 2000
Phone 337-7107.

For office use only

Receipt No.

Month.....

Official

This return must be lodged with the Secretary by not later than the seventh day of each and every month succeeding the month for which this return is completed.

Return for the month of 19.....

Name of salon Address of salon P.O. Box Phone No.

[illegible]

AANHANGSEL B

**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANVAAL)**

VERKLARING INGEVOLGE KLOUSULE 5

Ooreenkomstig klousule 5 van die Nywerheidsooreenkoms vir die Haarkappersbedryf, soos gepubliseer by Goewementskennisgewing R. 2511 van 13 November 1987, word die volgende besonderhede met betrekking tot ondergenoemde ondernemings verstrek:

BEANTWOORD ALLE VRAE. ONINGEVULDES IS NIE AANVAARBAAR NIE. INDIEN DIE ANTWOORD OP 'N VRAAG DIESELFDE IS AS 'N ANTWOORD WAT ALREEDS VERSTREK IS, MOET SLEGS DIE VRAAGNOMMER WAARIN DIE INLIGTING GEGEE IS, AANGEHAAL WORD.

AANSOEK OM REGISTRASIESERTIFIKAAT VAN SALON

Seksie

. Kategorie

- | | | |
|-----|--|---|
| 1. | Naam waaronder besigheid bedryf word: | |
| 2.1 | Posadres | |
| | Poskode | |
| 3.1 | Straatadres waar besigheid bedryf word: | |
| 3.2 | Voorstad | Landdrosdistrik |
| 4.1 | Aard van besigheid (Haarkappersalon, Skoonheidsalon, Ander): | |
| 4.2 | Telefoonnommer | |
| 5.1 | Naam van kontakpersoon | |
| 5.2 | Tel. (W) (H) | |
| 6. | Naam van eienaar | |
| | Regspersoonlikheid van eienaar (merk die korrekte klassifikasie) | |
| | Alleenhandelaar Venootskap | Maatskappy Beslote korporasie (BK). |

- 6.1 Name en adresse van vennote (indien 'n vennootskap), van direkteure (indien 'n maatskappy) en van elke persoon wat 'n beheerende belang in die maatskappy het of geag word te hê (indien 'n maatskappy), van lede (ingeval van 'n beslote korporasie). (In die geval van 'n maatskappy spesifiseer of hy 'n direkteur of 'n beherende aandeelhouer is):

- 6.2 Naam van boekhouer:

Adres van boekhouer

Poskode

Tel. (W)

(H)

7. Merk of hierdie:

- 7.1 Slegs 'n verandering van naam van 'n bestaande besigheid is.

- 7.2 'n Bestaande besigheid is wat aangekoop is deur 'n nuwe eienaar. Indien wel, spesifiseer die naam waaronder handel voorheen gedryf is:

..... en verskaf

Naam van vorige eienaar

Huidige adres van vorige eienaar

Datum waarop die besigheid oorgeneem is

- 7.3 'n Nuwe besigheid is. Indien wel, spesifiseer die datum waarop die besigheid begin is:

8. Besonderhede vir registrasiesertifikaat (merk *een* in *elke* groep):

..... Swart

..... Blanke

..... Veelrassig.

..... Dames

..... Mans

..... Unisex.

9. Besonderhede van persoon wat van dag tot dag in beheer van die verskaffing van toilet dienste in die besigheid is, indien die eienaar nie 'n gekwalifiseerde haarkapper is nie:

Naam

Adres

Tel. (W)

(H)

10. Is elke haarkapper wie se naam op die lys van Werknemers hierna verskyn in besit van 'n sertifikaat vir die bedryf van haarkapperij? JA/NEE. Indien NEE, spesifiseer die name van diegene wat nie in besit is van 'n sertifikaat nie.

11. Gee besonderhede van *Elke* adres waar haarkapperij bedryf word:

(1)

(2)

(3)

(4)

(5)

12. Taal. Merk *een*: Engels Afrikaans

Ek, die ondergenoemde werkgewer, gee hierby die versekering dat die salon/ne waarop hierdie aansoek betrekking het—

- (1) toegerus is met genoegsame beligting en ventilasie en van 'n genoegsame toevoer van lopende warm en koue water voorsien is;
- (2) toegerus is met verglansde wasbakke met afvoerpype en 'n stelsel vir die onskadelike wegdoening van afvalwater;
- (3) gebou is van vloer- en muurmateriaal wat die skoonhou daarvan sal toelaat;
- (4) toegerus is met rakke, muurmeublement of ander vaste toebehore wat van glas, marmer of leiklip gemaak is of afgewerk is met emalje of gegalvaniseer is of uit ander duursame materiaal vervaardig is wat maklik skoongemaak kan word;
- (5) genoegsaam toegerus is met sodanige toiletbenodighede as wat dit in staat sal stel om toilet dienste van 'n redelike standaard aan die publiek te verskaf;
- (6) vir geen ander doel gebruik sal word nie as vir die verskaffing van toilet dienste, tensy sodanige ander gebruike van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;
- (7) nie gebruik word as 'n opleidingsinrigting nie behalwe waar daarvoor voorsiening gemaak word in klousule 6.3 van die Hoofwooreenkoms;
- (8) nie gehuur word deur die aansoeker saam met iemand anders nie behalwe 'n vennoot wat toilet dienste in dieselfde onderneming as die aansoeker;
- (9) nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoeker saam met iemand anders wie se belange nie dieselfde is as dié van die aansoeker nie: Met dien verstande dat dit geen oortreding sal wees nie as die aansoeker 'n vennoot van sodanige ander persoon is en hul belange in die vennootskap nie dieselfde is nie.

Ek onderneem voorts om ten alle tye te voldoen aan die vereistes van klousules 6 en 7 van die Hoofooreenkoms.

Geteken ten behoeve van die werkgewer deur.....

wat hierby sy tekenmagtiging bevestig op hierdie dag van 198

.....
Werkgewer

LYS VAN WERKNEMERS

L.W.: BESONDERHEDE VAN ELKE WERKNEMER VAN DIE WERKGEWER MOET HIERONDER AANGEDUI WORD:

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (SOUTHERN AND WESTERN TRANSVAAL)

STATEMENT IN TERMS OF CLAUSE 5

In accordance with clause 5 of the Industrial Council Agreement for the Hairdressing Trade, published under Government Notice R. 2511 of 13 November 1987, the following particulars in connection with the undermentioned business(es) are supplied:

ANSWER ALL QUESTIONS. BLANKS ARE NOT ACCEPTABLE. IF THE ANSWER TO A QUESTION IS THE SAME AS A QUESTION ALREADY ANSWERED, YOU NEED ONLY REFER TO THE QUESTION NUMBER WHERE THE INFORMATION IS GIVEN

APPLICATION FOR CERTIFICATE OF REGISTRATION OF SALON

..... Section
..... Category

1. Name under which business is carried on:

2.1 Postal address.....

2.2 Postal code.....

3.1 Street address to which business is carried on:

3.2 Suburb..... Magisterial District.....

4.1 Type of business: (Hairdressing salon, Beauty salon, Other):

4.2 Telephone Number

5.1 Contact name

5.2 Tel. (W)..... (H)

6. Name of proprietor.....

Legal personality of proprietor (tick the correct classification)
..... Sole trader Partnership Company Close Corporation (CC)

6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of members (in the case of a CC). (In the case of a company specify whether a director or a controlling shareholder):

6.2 Name of bookkeeper:

Address of bookkeeper.....

Postal code.....

Tel. (W)..... (H)

7. Tick whether this is:

7.1 Only a change of name of an existing business.

7.2 An existing business which has been acquired by a new owner. If so, specify the name under which the business was formerly carried on:

and give

Name of previous owner.....

Present address of previous owner.....

Date on which the business was taken over.....

- 7.3 An entirely new business. If so, specify date on which business was commenced:
8. Particulars for registration certificate (tick *one* in *each* group):
 Black White Multiracial.
 Ladies Gents Unisex
9. Particulars of person in day to day control of the provision of toilet services in the business if the proprietor is not a qualified hairdresser:
 Name
 Address
 Tel. (W) (H)
10. Does every hairdresser whose name appears on the List of Employees hereafter have a certificate to practise hairdressing? YES/NO.
 If the answer is NO, specify the names of those who do not have a certificate:

11. Specify *each* address at which business is carried on:
 (1)
 (2)
 (3)
 (4)
 (5)
12. Language. Tick *one*: English Afrikaans
- I, the undermentioned employer, do hereby warrant that the salon/s to which this application relates/relate is/are—
 (1) adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
 (2) fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;
 (3) constructed of floor and wall material which will permit of their being kept clean;
 (4) fitted with shelves, fittings or other fixtures which are made of glass, marble or slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
 (5) adequately equipped with such toilet requisites as shall enable it to provide toilet services of a reasonable standard to the public;
 (6) not used for any purpose other than the provision of toilet services unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;
 (7) not used as a training institution other than as provided for in clause 6.3 of the main Agreement;
 (8) not leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such employer;
 (9) not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention if the applicant is a partner of any such other person and their interest in the partnership is not equal.
- I further undertake that I will at all times comply with clauses 6 and 7 of the Main Agreement.
- Signed on behalf of the Employer by, who hereby warrants his authority so to sign, this day of, 19.....

Employer

LIST OF EMPLOYEES

N.B.: PARTICULARS OF EVERY EMPLOYEE OF THE EMPLOYER MUST BE GIVEN HEREUNDER:

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSVAAL)

REGISTRASIESERTIFIKAAT VAN SALON

..... Seksie
 Kategorie

GELDIG VANAF DATUM VAN UITREIKING TOT 31 DESEMBER

Naam van salon
 Naam van eienaar
 Adres
 Datum van uitreiking

Hierby word gesertifiseer dat die persoon wie se naam op hierdie Registrasiesertifikaat voorkom, voldoen het aan klousule 5 van die Hoofooreenkoms soos afgekondig ingevolge die Wet op Arbeidsverhoudinge, 1956.

Vir en namens die Raad:

Sekretaris

Hierdie Sertifikaat is nie geldig nie tensy die Raad se stempel daarop voorkom.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSVAAL)

CERTIFICATE OF REGISTRATION OF SALON

..... Section

..... Category

VALID FROM DATE OF ISSUE TO 31 DECEMBER

Name of salon

Name of proprietor

Address

Date of issue

This is to certify that the person whose name appears on this Certificate of Registration has complied with the provisions of clause 5 of the Main Agreement promulgated in terms of the Labour Relations Act, 1956.

For and on behalf of the Council:

.....
Secretary

This Certificate is not valid unless it bears the seal of the Council.

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF
(SUID- EN WES-TRANSVAAL)

AANSOEK OM SERTIFIKAAT OM HAARKAPPERY TE BEDRYF

..... Seksie

..... Kategorie

Naam

("die Aansoeker")

Adres

Telefoon: (H) (W)

Naam van salon

Adres

Bestaan daar 'n geldige Registrasiesertifikaat vir hierdie salon?

JA/NEE

Indien JA, wat is die Sertikaat se nommer?

Is u 'n gekwalifiseerde Haarkapper?

JA/NEE

Indien JA, gee besonderhede en heg afskrifte van dokumentêre bewys aan:

Indien NEE, beantwoord die volgende vra:

Opvoedkundige standaard:

.....
(heg dokumentêre bewyse aan)

Naam van werkgewers in die Bedryf

Datums van indiensneming

Verskaf besonderhede van alle opleiding wat u by 'n opleidingsinrigting in Haarkapperij ontvang het, asook kopieë van enige diplomas verwerf.

Naam van Opleidingsinrigting

Datums van bywoning

Ek die ondergenoemde aansoeker, doen hierby aansoek om 'n sertifikaat vir die bedryf van Haarkappery in die seksie en kategorie hierbo omskryf, en verklaar dat die besonderhede hierbo uiteengesit waar en juis is.

Geteken te op hede die dag van 19

Aansoeker

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSVAAL)

APPLICATION FOR CERTIFICATE TO PRACTISE HAIRDRESSING

Section

Category

Name
("the Applicant")

Address

Telephone (H) (W)

Name of salon

Address

Is there a current certificate of Registration of the salon in existence?

YES/NO.

If YES, what is the Certificate No?

Are you a qualified Hairdresser?

YES/NO.

If YES, supply particulars, and attach copies of documentary proof:

If NO, answer the following questions:

Standard of education:

(attach documentary proof)

Names of employers in the Trade

Dates of employment

Supply particulars of all training you have received at a Hairdressing training institution, and copies of any diplomas received.

Name of training institution

Dates of attendance

I, the undermentioned applicant, hereby apply for certificate to practise Hairdressing in the section and category set out above, and warrant that the particulars set out above are true and correct.

Signed at this day of 19

Applicant

AANHANGSEL E**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSSVAAL)****SERTIFIKAAT VIR DIE BEDRYF VAN HAARKAPPERY**Seksie
Kategorie**GELDIG VANAF DATUM VAN UITREIKING TOT 31 DESEMBER**

Naam van houer

Naam van salon

Adres

Datum van uitreiking

Hierby word gesertifiseer dat die persoon wie se naam op hierdie sertifikaat vir die bedryf van haarkappery verskyn, voldoen het aan klousules 7 en 8 van die Hooffooreenkoms soos afgekondigde ingevolge die Wet op Arbeidsverhoudinge, 1956, *en 'n gekwalifiseerde haarkapper is.

Vir en names die Raad:

.....

Sekretaris

Hierdie Sertifikaat is nie geldig nie tensy die stempel van die Raad daarop verskyn.

* Skrap indien nie van toepassing nie.

ANNEXURE E**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSSVAAL)****CERTIFICATE TO PRACTISE HAIRDRESSING**Section
Category**VALID FROM DATE OF ISSUE TO 31 DECEMBER**

Name of holder

Name of salon

Address

Date of issue

This is to certify that the person whose name appears on this certificate to practise hairdressing has complied with the provisions of clauses 7 and 8 of the Main Agreement promulgated in terms of the Labour Relations Act, 1956, *and is a qualified hairdresser.

For and on behalf of the Council:

.....

Secretary

This Certificate is not valid unless it bears the seal of the Council.

* Delete if inapplicable.

AANHANGSEL F**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSSVAAL)****LEERKONTRAK****LEERKONTRAK** aangeaan deur en gesluit tussen:

.....

van

(hierna die Werkgewer genoem), aan die een kant,

en

Identiteitsnommer....., gebore op die..... dag van..... 19.....

(hierna genoem die Leerlinghaarkapper), aan die ander kant.

1. VERPLIGTINGE VAN DIE LEERLINGHAARKAPPER:

Die Leerlinghaarkapper moet fisies fiks wees en geslaag het of geag word te geslaag het in Standaard VIII, en kom ooreen—

- 1.1 om homself as 'n Leerlinghaarkapper aan die Werkgewer in die Haarkappersbedryf te verbind in die hoedanigheid van 'n Leerlinghaarkapper vir die duur van sy opleiding, nl. jaar;
- 1.2 om sy Werkgewer getrou en vlytig in alle eerlikheid te dien en alle wettige en redelike opdragte te gehoorsaam en om aan die Werkgewer of diene wat gesag oor hom het se vereistes te voldoen;
- 1.3 om geen inligting met betrekking tot die Werkgewer se onderneming aan enige persoon hoegenaamd openbaar te maak of oor te dra nie;
- 1.4 om geen regstreekse of onregstreekse belang te hê by enige ander transaksie of onderneming as die van sy Werkgewer, hetsy as 'n betaalde agent of as 'n werknemer nie en om nie van sy werk weg te bly sonder die goedkeuring van die Raad nie;

BEËINDIGING

(Moet ingevul word na voltooiing van die termyn van opleiding ingevolge hierdie kontrak)

Hierby word gesertifiseer dat die Leerlinghaarkapper
 sy opleiding ingevolge hierdie kontrak ooreenkomstig die bepalings daarvan voltooi het.

Geteken te op hede die dag van 19.....

Werkgewer

Beëindiging aangeteken op hede die dag van 19.....

*Sekretaris***KANSELLASIE**

Geen leerkontrak mag ingetrek word nie behalwe met die toestemming van die Raad en van die betrokke partye, of deur die Sekretaris na beraadslaging met die Raad, of deur die Raad op aandrang van een van die partye indien die Raad oortuig is dat dit gerade is om dit te doen.

ANNEXURE F

**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
 (SOUTHERN AND WESTERN TRANSVAAL)**

TRAINING CONTRACT

TRAINING CONTRACT made and entered into between:

of

(hereinafter referred to as the Employer), of the one part,

and

identify number, born on the day of 19.....,
 (hereinafter referred to as the Trainee) hairdresser of the other part.

1. OBLIGATIONS OF THE TRAINEE HAIRDRESSER:

The Trainee hairdresser shall be physically fit, and shall have passed or be deemed to have passed Standard VIII, and agrees—

- 1.1 to bind himself as a Trainee hairdresser to the Employer in the Hairdressing Trade as a Trainee
 Hairdresser for the period of training, viz years;
- 1.2 to serve the Employer faithfully, honestly and diligently and to obey all lawful and reasonable commands and to satisfy the requirements of the Employer or of those duly placed in authority over him;
- 1.3 not to disclose or communicate to any person whomsoever any information relating to the business of the Employer;
- 1.4 not to be interested directly or indirectly, whether as a paid agent or an employee, in any business or undertaking other than that of the Employer and not to absent himself from his employment without the sanction of the Council;
- 1.5 to attend, in accordance with the training regulation requirements of the Council applicable to him, such classes or take such correspondence courses or portions thereof as may be applicable for the purpose of receiving technical or other instructions; to take such examinations as may, from time to time, be conducted by the Council or, with its permission, by any relevant educational body in connection with such classes or courses; and to conduct himself at such classes or courses or examinations in a seemly manner and in accordance with good discipline;
- 1.6 to record daily in a logbook such particulars as may be prescribed by the Council of the training which he has received from the Employer and to furnish the Employer, as required, with a true copy of the recordings made in the logbook;

2. OBLIGATIONS OF THE EMPLOYER:

The Employer agrees—

- 2.1 to bind himself to receive the Trainee hairdresser for the period stated and to teach efficiently or cause to be taught efficiently the Trainee hairdresser in the category of the Trade specified in clause 1.1;
- 2.2 to pay such fees in respect of technical instruction as he may be required to pay in terms of any lawful requirement of the Council;
- 2.3 to remunerate the Trainee hairdresser at a wage not less than the rate prescribed in terms of any Industrial Council agreement administered by the Council and in force at any time;
- 2.4 to endorse and sign this contract on completion of the period of training and transmit it through the Secretary of the Council for noting of termination by the Council before handing it over to the Trainee hairdresser as his property.

3. MUTUAL OBLIGATIONS OF THE PARTIES:

It is further agreed between the parties to the contract that—

- 3.1 if the Employer is satisfied that the Trainee hairdresser has committed a serious breach of the terms of his contract or that the Trainee hairdresser has conducted or is conducting himself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his training, the Employer's business or the attainment of the objects of this contract, whether during or outside his working hours or when attending classes or courses or taking examinations in accordance herewith or during his stay in any hostel, if such relates to his training, the Employer may forthwith suspend the Trainee hairdresser for a period not exceeding the number of days which the Trainee hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he suspends the Trainee hairdresser;
- 3.2 where, owing to slackness of work or an exigency in the category of the Trade specified in clause 1.1, short-time is being worked by the Employer, he may, with the written approval of the Council, employ the Trainee hairdresser on short-time for such period or periods and under such conditions as may be specified by the Council;

- 3.3 they will comply with any other relevant training conditions or modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;
- 3.4 they agree to the extension of this contract if, upon application by the Trainee hairdresser to the Council, such extension is granted by the Council: Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the Employer.

4. DEFINITIONS AND INTERPRETATION:

In this contract any word importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and "Council" shall mean the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal).

Signed at this day 19

AS WITNESSES

1. *Employer*

2. *Trainee hairdresser*

REGISTRATION OF CONTRACT

Registered at the office of the Industrial Council this day of 19

.....
Secretary

TRANSFER

(Not to be completed until the approval of the Council has been obtained and transmitted to the Employer)

With the consent of the parties of this Contract the services of the Trainee hairdresser and the rights and obligations of the employer are hereby transferred to:

.....
with effect from the date of registration hereof.

Signed at this day of 19

AS WITNESSES

1. *Employer*

2. *Trainee hairdresser*

.....
New employer

Registered at the office of the Industrial Council this day of 19

.....
Secretary

TERMINATION

(To be filled in on completion of the term of training under this contract)

This is to certify that the Trainee hairdresser

.....
has completed his training under the contract and in accordance with the provisions thereof.

Signed at this day of 19

.....
Employer

Termination noted this day of 19

.....
Secretary

CANCELLATION

No training contract shall be rescinded except with the consent of the Council and with the consent of the parties thereto, or by the Secretary after consultation with the Council, or by the Council at the Instance of one of the parties thereto if the Council is satisfied that it is expedient to do so.

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSSVAAL)

KOMMISSIE-OOREENKOMS

AKTE VAN OOREENKOMS

Tussen:

.....
("die Werkgewer")

.....
en

.....
("die Werknemer")

GETUIG HIERMEE

1. Die Werkgewer stel hierby die Werknemer aan as 'n Haarkapper vanaf teen 'n salaris van R..... per week/per maand, synde 'n salaris wat minstens gelyk is aan die minimum salaris voorgeskryf vir daardie katagorie werk in die Hoof-ooreen-koms wat dan van krag is in die Haarkappersbedryf binne die jurisdiksiegebied van die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal).
2. Benewens die loon gespesifiseer in klousule 1 hiervan, is die Werknemer-ook geregtig op kommissie van persent van sy ontvangste sodra hy sy genoemde salaris per maand verdubbel het. Vir die toepassing van hierdie klousule moet "ontvangste" enige bedrag ten opsigte van verkope van haarkappersprodukte *insluit/nie insluit nie.
3. *Ten opsigte van verkope van haarkappersprodukte is die Werknemer geregtig op kommissie vanpersent op die waarde van die genoemde produkte, en die waarde moet vasgestel word as die kleinhandelprys van genoemde produkte wat deur die Werknemer persoonlik verkoop is.
4. *Van die bruto ontvangste van die werknemer soos omskryf in klousule 2 hiervan kan die werkgewer die volgende aftrekkings maak:
 - *(1) Die koste van alle produkte wat deur die werknemer gebruik word by die lewering van toilet dienste aan klante, en sodanige koste moet die werklike koste wees van alle produkte wat aldus deur die werknemer gebruik is; of
 - *(2) persent van die bruto ontvangste van die werknemer.
- 5.1 Kommissie ingevolge hierdie Ooreenkoms is betaalbaar op die dag van elke maand.
- 5.2 Hierdie Ooreenkoms kan beëindig word deur enigeen van die partye deur aan die ander party minstens dae kennis van sodanige beëindiging te gee.

Geteken te op hede die dag van 19...

AS GETUIES

1. *Werkgeber*
2. *Werknemer*

* Skrap wat nie van toepassing is nie. In 4 hierbo moet òf (1) òf (2) geskrap word.
Die kennisgewingstermyn in 5.2 hierbo moet minstens ses dae wees.

ANNEXURE G

**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSVAAL)**

COMMISSION AGREEMENT

MEMORANDUM OF AGREEMENT

Between:

(“the Employer”)

and

(“the Employee”)

WITNESSETH

1. The Employer hereby employs the Employee as a Hairdresser commencing on at a salary of R..... per week/per month, being a salary not less than that prescribed as the minimum wage for that category of employment in the Main Agreement for the time being in force in the Hairdressing Trade within the area of jurisdiction of the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal).
2. In addition to the wages specified in clause 1 hereof, the Employee shall be entitled to commission of per cent on his takings once he has doubled his said wage per month. For the purposes of this clause "takings" shall *include/not include any amount in respect of sales of hairdressing products.
3. *In respect of the sale of hairdressing products the Employee shall be entitled to a commission of per cent of the value of the said products, such value to be determined as the retail price of the said products sold by the Employee personally.
4. *From the gross takings of the Employee as defined in clause 2 hereof the Employer shall be entitled to deduct:
 - *(1) The cost of all products used by the Employee in rendering toilet services to clients, such cost to be the actual cost of all products so used by the Employee; or
 - *(2) per cent of the gross takings of the Employee.
- 5.1 Commission in terms of this Agreement shall be payable on the day of every month.
- 5.2 This Agreement may be cancelled by either party by giving to the other not less than days notice of such cancellation.

Signed at _____ this _____ day of _____ 19____.

AS WITNESSES

1. _____
 2. _____

Employer

Employee

* Delete if not applicable. In 4 above, you *must* cross out either (1) or (2). You cannot have them both in. The period in 5.2 above shall not be less than six days.

AANHANGSEL H BYWONINGSREGISTER

(Naam van werknemer)										(Beroep van werknemer)								
Jaar		Inskrywings wat deur werknemer gemaak moet word								Oortollige ure gewerk		Totale getal ure gewerk		Opmerkings (indien daar is)				
Maand		Hand-tekening	Hoe laat begin werk	Werkpouses						Hoe laat opgehou werk					Deur werknemer	Deur werkgewer, indien werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur	
Da-tum	Dag van die week			Van	Tot	Van	Tot	Van	Tot									
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
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29																		
30																		
31																		

Let wel.—Onder die hoofde "Van" en "Tot" in die kolomme wat na "Werkpouses" verwys, skryf in hoe laat die pouse begin en hoe laat die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse by sy werk te wees indien hy nie toegelaat word om die bedryfsinrigting gedurende die hele pouse te verlaat nie.

ANNEXURE H ATTENDANCE REGISTER

(Name of employee)										(Occupation of employee)								
Year		Entries to be made by employee								Excess hours worked		Total number of hours worked		Remarks (if any)				
Month		Sig-nature	Time of com-mencing work	Intervals of work						Time of finishing work					By employee	By employer, if employee absent, reasons for his absence (to be signed by employer)	By inspector	
Date	Day of week			Off	On	Off	On	Off	On									
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2																		
3																		
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31																		

Note.—Under headings "Off" and "On" in columns referring to "Intervals of work" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if he is not free to leave the establishment for the whole of the interval.

No. R. 2512

13 November 1987

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL.—SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, 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 Desember 1987 en vir die tydperk wat op 31 Desember 1988 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.

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

BYLAE

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSVAAL)SIEKTEBYSTANDSFONDS VIR DIE HAARKAPPERSBEDRYF
OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhouding 1956, gesluit deur en aange-
gaan tussen die

South Africa Hairdressers' and Cosmetologists' Association

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

en die

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 (Suid-
en Wes-Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie
Ooreenkoms van toepassing op en moet dit nagekom word deur alle werk-
gewers wat lede is van die werkgewersorganisasie en deur alle werknemers
wat lede is van die vakvereniging—

1.1.1 in die landdrostdistrikte Benoni, Boksburg, Brakpan, Germis-
ton, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Rand-
fontein, Roodepoort, Springs en Vereeniging.

1.2 Hierdie Ooreenkoms is nie van toepassing nie op iemand wat min-
derjarig is en solank hy minderjarig is en wat tot tevredeheid van die
Bestuursraad bewys kan lewer dat hy geregtig is op mediese bystand inge-
volge 'n skema wat mediese bystand aan sy ouer(s) of voog verskaf.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van
Mannekrag bepaal kragtens artikel 48 van die Wet op Arbeidsverhoudinge,
1956, en bly van krag tot 31 Desember 1988 of vir sodanige tydperk as wat
die Minister vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet of in
die Hoof-ooreenkoms gebesig en in die Wet of in die Hoof-ooreen-
koms, na gelang van die geval. Waar daar van 'n Wet melding gemaak
word, omvat dit alle wysigings van sodanige Wet en, tensy die teenoorge-
stelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook
die vroulike geslag; voorts, tensy dit onbestaanbaar met die samehang is,
beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

No. R. 2512

13 November 1987

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WEST-
ERN TRANSVAAL.—SICK BENEFIT FUND
AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Man-
power, hereby, 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 December 1987 and for the periods end-
ing 31 December 1988, 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.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANSVAAL)

HAIRDRESSING TRADE SICK BENEFIT FUND 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' organisa-
tion"), 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
(Southern and Western Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 Except as otherwise provided in this clause, the terms of this
Agreement shall apply to and be observed by all employers who are mem-
bers of the employer's organisation and by all employees who are members
of the trade union—

1.1.1 in the Magisterial Districts of Benoni, Boksburg, Brakpan,
Germiston, Johannesburg, Klerksdorp, Krugersdorp, Rand-
burg, Randfontein, Roodepoort, Springs and Vereeniging.

1.2 The terms of this Agreement shall not apply to any person who is a
minor for the duration of that minority and who is able to produce proof to
the satisfaction of the Board of Management that he is entitled to medical
benefits under a scheme providing medical benefits to his parent(s) or
guardian.

2. PERIOD OF OPERATION OF THE 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 Labour Rela-
tions Act, 1956, and shall remain in force until 31 December 1988 or for
such period as the Minister may determine.

3. DEFINITIONS

Any expression used in the Agreement which is defined in the Act or in
the Main Agreement shall have the same meaning as in the Act or the Main
Agreement, as the case may be. Any reference to an Act shall include any
amendment to such Act, and unless the contrary intention appears, words
importing the masculine gender shall include females, further, unless in-
consistent with the context—

"Act" means the Labor Relations Act, 1956;

"vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelike vakleerlingkontrak wat deur die Nywerheidsraad erken word of 'n leerkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981;

"Bestuursraad" die Bestuursraad in klousule 11 van hierdie Ooreenkoms bedoel;

"kontinuasielid" iemand wie se aansoek om voortgesette deelname in die Fonds kragtens klousule 6.4. deur die Bestuursraad aanvaar is en wat die vereiste bydraes betaal;

"afhanklike" iemand wat as sodanig by die Siektebystandsfonds vir die Haarkappersbedryf ingevolge klousule 8 van hierdie Ooreenkoms geregistreer is;

"werknemer"—

- (a) 'n werknemer wat werksaam is in enigeen van die klasse werk in die Hoofooreenkoms bedoel teen 'n loonskaal wat van tyd tot tyd vir daardie klas werk voorgeskryf word; of
- (b) 'n vakleerling, behoudens klousule 9.4. van hierdie Ooreenkoms;

"Hoofooreenkoms" die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2512 van 13 November 1987 of enige daaropvolgende Ooreenkoms, en omvat dit dele, wysigings of verlengings daarvan.

4. VOORTSETTING VAN DIE FONDS

4.1 Die Siektebystandsfonds vir die Haarkappersbedryf (hierna die "Siektebystandsfonds" of die "Fonds" genoem), soos ingestel by Goewermenskennisgewing R. 322 van 28 Februarie 1958, word hierby voortgesit.

4.2 Die Fonds bestaan uit—

- 4.2.1 al die geld en bates wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Fonds staan;
- 4.2.2 alle bydraes wat ooreenkomstig klousule 9 van hierdie Ooreenkoms betaal is;
- 4.2.3 alle rente wat uit beleggings verkry word;
- 4.2.4 alle premies, donasies, bemakings of ander geld wat aan die Fonds betaal word.

5. DOELSTELLINGS VAN DIE FONDS

Die Fonds het as doelstellings—

- 5.1 om mediese bystandsvoordele vir die werkgewers en die werknemers en/of die afhanklikes van werkgewers en werknemers in die Haarkappersbedryf, in te stel, te organiseer en te verskaf, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;
- 5.2 om, indien nodig, deur middel van 'n kontrak of kontrakte reëlings aan te gaan met mediese praktisyns, tandartsé, spesialiste, hospitale, verpleeginrigtings of organisasies wat mediese of farmaseutiese dienste lewer of medisyne verskaf, 'n geregistreerde versekeringsmaatskappy of -maatskappye of 'n organisasie wat te doen het met die lewering van soortgelyke bystand;
- 5.3 om wederkerige reëlings met soortgelyke fondse aan te gaan;
- 5.4 om allerlei wettige handelinge, dade of dinge of funksies te verrig of uit te voer wat in verband staan met of bevorderlik is vir die bereiking van bogenoemde doelstellings of enigeen daarvan.

6. LIDMAATSKAP

6.1 Alle werkgewers moet lede van die Fonds wees, hetsy hulle werkende werkgewers is of nie, tensy hulle 'n maatskappy of beslote korporasie is.

6.2 Alle werknemers vir wie daar in die Hoofooreenkoms voorsiening gemaak word, moet lede van die Fonds wees.

6.3 Ander persone as dié in klousule 6.1 en 6.2 bedoel wat—

- 6.3.1 regstreeks of onregstreeks betrokke is by of in diens is in die Haarkappersbedryf;
- 6.3.2 werknemers is van die vakvereniging en die werkgewersorganisasie wat die partye by hierdie Ooreenkoms is;
- 6.3.3 werknemers is van enige nywerheidsraad vir die Haarkappersbedryf;
- 6.3.4 werknemers is van enige maatskappy of beslote korporasie aan wie die administrasie van die Bestuursraad en/of die Fonds deur die Nywerheidsraad opgedra is;

kan na goeddunke van die Bestuursraad tot lidmaatskap van die Fonds toegelaat word.

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

"Board of Management" or "Board" means the Board as referred to in clause 11 of this Agreement;

"continuation member" means a person whose application to continue participating in the Fund under clause 6.4 is accepted by the Board, and who makes the required contributions;

"dependant" means any person registered as such with the Hairdressing Trade Sick Benefit Fund in terms of clause 8 of this Agreement;

"employee" means—

- (a) an employee employed on any of the classes of work referred to in the Main Agreement at the wage rate specified from time to time for that class of work; or
- (b) an apprentice, subject to the provisions of clause 9.4 of this Agreement;

"Main Agreement" means the Agreement published under Government Notice R. 2512 of 13 November 1987 or any succeeding Agreement, and includes any amendment thereto or extension thereof.

4. CONTINUATION OF THE FUND

4.1 The Hairdressing Trade Sick Benefit Fund (hereinafter referred to as the "Sick Benefit Fund" or the "Fund"), established under Government Notice R. 322 of 28 February 1958, is hereby continued.

4.2 The Fund shall consist of—

- 4.2.1 all moneys and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;
- 4.2.2 all contributions paid in accordance with clause 9 of this Agreement;
- 4.2.3 all interest derived from investment;
- 4.2.4 any premiums, donations, bequests or other moneys paid to the Fund.

5. OBJECTS OF THE FUND

The Fund shall have as its objects—

- 5.1 to establish, organise and provide medical aid benefits for the employers and the employees and/or the dependants of employers and employees in the Hairdressing Trade for which purpose the Fund may receive moneys payable by premiums, contributions, donations or otherwise;
- 5.2 to enter into arrangements, if deemed necessary, by way of contract of contracts with medical practitioners, dentists, specialists, hospitals, nursing homes or any organisation providing medicines or medical or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;
- 5.3 to enter into reciprocal arrangements with similar funds;
- 5.4 to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects of any of them.

6. MEMBERSHIP

6.1 All employers shall be members of the Fund, whether working employers or not, unless they are a company or close corporation.

6.2 All employees for whom provision is made in the Main Agreement shall be members of the Fund.

6.3 Persons other than those referred to in clause 6.1 and 6.2 who are—

- 6.3.1 directly or indirectly engaged or employed in the Hairdressing Trade;
- 6.3.2 employees of the trade union and the employers' organisation which are the parties to this Agreement;
- 6.3.3 employees of any industrial council for the Hairdressing trade;
- 6.3.4 employees of any company or close corporation to whom the administration of the Board of Management and/or the Fund may be delegated by the Council;

may be admitted to membership of the Fund at the discretion of the Board of Management.

6.4 Ondanks klousule 6.1 tot 6.3 kan 'n lid wat minstens vyf jaar lank voor sy aftrede bydraes tot die Fonds betaal het en wat 'n *bona fide*-pensioentrekker is, of die weduwe van 'n afgestorwe lid, by die Bestuursraad aansoek doen om 'n kontinuasielid te word en indien hy as lid aanvaar word, kan hy in die Fonds deelneem, mits hy bydraes betaal soos in klousule 9 voorgeskryf.

6.5 Die ooreenkoms word geag *mutatis mutandis* van toepassing te wees op persone wat ingevolge klousule 6.3. en 6.4. as lede van die Fonds toegelaat is.

6.6 Registrasieformaliteite is soos hierin voorgeskryf, naamlik—

6.6.1 elke lid moet by sy werkgever 'n Lidmaatskapregistrasievorm indien soos van tyd tot tyd deur die Bestuursraad voorgeskryf waarop die name van sy afhanklikes, indien daar is, en alle ander besonderhede wat vereis word vir die doeleindes van hierdie Ooreenkoms en die Reëls verklaar moet word;

6.6.2 'n gewysigde vorm moet ingedien word wanneer 'n afhanklike onttrek of bygevoeg word;

6.6.3 die werkgever moet 'n behoorlike getekende Lidmaatskapregistrasievorm van alle lede verkry, insluitende alle nuwe werknemers wat lede van die Fonds word, afgesien daarvan of hulle voorheen in die Fonds deelgeneem het of nie;

6.6.4 die werkgever moet 'n aantekening maak van die getal afhanklikes ten einde te bepaal hoeveel bydraes ingevolge klousule 9 betaalbaar is en daarna die Lidmaatskapregistrasievorm regstreeks na die Fonds deurstuur vir registrasiedoeleindes;

6.6.5 'n lidmaatskapregistrasievorm moet ook deur kontinuasielide ingevul word en regstreeks by die Fonds ingedien word;

6.6.6 die onus rus op die lid of kontinuasielid om afhanklikes op die Lidmaatskapregistrasievorm te verklaar en daar mag nie vereis word dat bystand uit die Fonds betaal word vir afhanklikes wat nie op sodanige vorm verklaar is nie;

6.6.7 klousule 6.6.1 tot 6.6.4 en 6.6.6 is, ten opsigte van 'n werkgever vir registrasiedoeleindes by die Fonds, *mutatis mutandis* van toepassing op elke werkgever wat nie 'n maatskappy of 'n beslote korporasie is nie.

7. BEÏNDIGING VAN LIDMAATSKAP

7.1 Die Bestuursraad of 'n komitee wat sodanige bevoegdhede uitoefen as wat deur die Bestuursraad aan hom opgedra is, het die reg om die lidmaatskap van 'n lid wat dranksugtige, onmatige of onsedelike gewoontes het, te beëindig. Met dien verstande dat die besluite gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn. Die Bestuursraad het verder die reg om 'n lid se lidmaatskap te beëindig weens gedrag wat tot nadeel van die Fonds strek.

7.2 Die beëindiging van lidmaatskap ingevolge klousule 7.1 tree in werking met ingang van die datum waarop die sekretaris van die Fonds die betrokke lid skriftelik te dien effekte in kennis stel. Die Fonds moet eise om bystand wat tot op daardie datum opgeloop het, uitbetaal maar moet geen eis wat na die datum van sodanige kennisgewing ingedien word, oorweeg nie.

7.3 Daar kan na die Bestuursraad geappelleer word oor enige beslissing van 'n komitee van die Fonds ingevolge klousule 7.1. Die Bestuursraad moet die appèl aanhoor en kan na goeë dunks ondersoek instel en getuienis aanhoor en tot 'n finale besluit geraak.

7.4 Lidmaatskap van die Fonds eindig—

7.4.1 sodra 'n lid nie meer in diens staan van en/of betrokke is by die Haarkappersbedryf nie: Met dien verstande dat 'n lid wat bydraes gemaak het vir drie agtereenvolgende maande net voordat hy sy werk gestaak het, sonder betaling van bydraes geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand met ingang van die datum van beëindiging van diens in die Bedryf;

7.4.2 sodra 'n weduwe van 'n afgestorwe lid wat kragtens klousule 6.4. voortgaan om in die Fonds deel te neem, hertrou of diens aanvaar en in aanmerking kom om lid van 'n ander mediese fonds te word;

7.4.3 wanneer 'n kontinuasielid ophou om bydraes te betaal: Met dien verstande dat die Bestuursraad na goeë dunks sodanige kontinuasielid kan hertoelaat onderworpe aan voorwaardes soos hy bepaal;

6.4 Notwithstanding the provisions of clause 6.1 to 6.3, a member who has paid contributions to the Fund for at least five years immediately prior to retirement and is a bone fide pensioner, or the widow of a deceased member, may apply to the Board of Management to become a continuation member and, if accepted, may participate provided that he contributes as prescribed in clause 9.

6.5 The provisions of the Agreement shall be deemed *mutatis mutandis* to apply to those persons admitted in terms of clause 6.3 and 6.4.

6.6 Registration formalities shall be as herein prescribed, namely—

6.6.1 every member shall submit to his employer a Registration Form for Membership as prescribed by the Board from time to time in which he shall declare the names of his dependants, if any, and such other particulars as may be required for purposes of this Agreement and the Rules;

6.6.2 a revised form shall be submitted when a dependant is withdrawn or a dependant added;

6.6.3 the employer shall obtain a duly signed Registration Form for Membership from all members, including all new employees who become members of the Fund, whether or not they have previously participated in the Fund;

6.6.4 the employer shall, after recording the number of dependants for purposes of determining contributions under clause 9, forward the Registration Form for Membership directly to the Fund for registration purposes;

6.6.5 a Registration Form for Membership shall also be completed by continuation members and submitted directly to the Fund;

6.6.6 the onus for declaration of dependants on the Registration Form for Membership shall rest with the member or continuation member and the Fund shall not be required to pay benefits for dependants not declared on such form;

6.6.7 the provisions of clause 6.6.1 to 6.6.4 and 6.6.6 shall, in respect of an employer for the purposes of registration with the Fund, apply *mutatis mutandis* to every employer who is not a company or close corporation.

7. TERMINATION OF MEMBERSHIP

7.1 The Board of Management or any committee exercising such powers delegated to it by the Board shall have the right to terminate the membership of a member who is of unsound, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner. The Board shall further have the right to expel any member from the Fund on the grounds of conduct prejudicial to the Fund.

7.2 Termination of membership in pursuance of clause 7.1 shall take effect from the date on which notification in writing to this effect is given by the secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim subsequent to the date of such notification shall be entertained.

7.3 There shall be a right of appeal to the Board of Management from any decision of a committee of the Fund pursuant to clause 7.1. The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

7.4 Membership of the fund shall terminate—

7.4.1 directly a member ceases to be employed and/or engaged in the Hairdressing Trade: Provided that a member who has made contributions for three consecutive months immediately prior to so ceasing employment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of one calendar month from the date of termination of employment in the Trade;

7.4.2 directly a widow of a deceased member who continues to participate in the Fund under clause 6.4 re-marries, or takes up employment and is eligible to become a member of another medical aid scheme.

7.4.3 when a continuation member ceases to contribute: Provided that the Board of Management shall be entitled at its discretion to reinstate such continuation member subject to such conditions as it may determine;

7.4.4 in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Haarkappersbedryf te werk nie: Met dien verstande dat afhanklikes van sodanige lede wat vir bystand kwalifiseer na goeddunke van die Bestuursraad kan voortgaan om op bystand geregtig te wees op die voorwaardes wat die Bestuursraad bepaal;

7.4.5 in geval die Fonds ingevolge klousule 15 van hierdie Ooreenkoms gelikwider word.

7.5 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds en, indien lidmaatskap weer aan hom toegestaan word, word hy geag 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. AFHANKLIKES

8.1 Die afhanklikes van lede kom in aanmerking vir bystand ingevolge klousule 10 hiervan, en vir die toepassing van hierdie klousule beteken "afhanklike" iemand wat deur die lid op die Lidmaatskapregistrasievorm as 'n afhanklike verklaar is. Afhanklikes is beperk tot die volgende:

8.1.1 Die wettige vrou van 'n lid of, as hy daarom aansoek doen, die wettige man van 'n lid indien hy nie lid van 'n ander mediese fonds kan word nie, ten opsigte van wie 'n huweliksertifikaat voorgelê moet word;

8.1.2 iemand wat bekend staan as 'n "houvrou" van 'n lid, indien aansoek daarom by die Bestuursraad gedoen word, of, indien aansoek daarom ingelyks gedoen word, iemand wat bekend staan as 'n "houman" van 'n lid indien sodanige persoon nie lid van 'n ander mediese hulpfonds kan word nie: Met dien verstande dat, ondanks die betaling van bydraes ten opsigte van sodanige huweliksmaat, die Bestuursraad kan weier om bystand ten opsigte van sodanige persoon te betaal tot tyd en wyl bevredigende bewys ingelewer is dat sodanige persoon nog met die lid saamwoon;

8.1.3 'n kind, pleegkind, stiefkind of wettig aangenome kind van 'n lid solank so 'n kind onder die ouderdom van 18 jaar is, en vir wie 'n geboortesertifikaat en/of dokumente van aanneming en/of van pleegouers aan die bestuursraad voorgelê moet word: Met dien verstande dat 'n kind onder die ouderdom van 18 jaar maar bo die ouderdom van 16 jaar wat die skool verlaat het en R100 of meer per maand verdien, nie in aanmerking kom vir aanvaarding as 'n afhanklike of kan voortgaan om as 'n afhanklike beskou te word nie;

8.1.4 'n kind, pleegkind, stiefkind of wettig aangenome kind van 'n lid bo die ouderdom van 18 jaar—

8.1.4.1 wat as gevolg van 'n ongeluk, siekte of swak gesondheid geheel en al ongeskik is en van die lid vir sorg en onderhoud afhanklik is: Met dien verstande dat sodanige algehele ongeskiktheid moes voorgekom het na die datum van registrasie as afhanklike van 'n lid van die Fonds;

8.1.4.2 wat 'n voltydse student is, met inbegrip van 'n student wat militêre diensplig voltooi het en geheel en al van die lid vir sorg en onderhoud; afhanklik is;

en vir wie 'n geboortesertifikaat en/of, indien van toepassing, dokumente van aanneming en/of van pleegsorg aan die bestuursraad voorgelê moet word;

8.1.5 alle ander persone wat die Bestuursraad goedkeur.

8.2 Die Reëls van die Fonds is *mutatis mutandis* van toepassing ten opsigte van alle afhanklikes.

9. BYDRAES

9.1 Van die loon van elke werknemer wat lid is van die vakvereniging wat 'n party is by hierdie Ooreenkoms, en wat nie uitgesluit of vrygestel is van lidmaatskap van die Fonds ingevolge hierdie Ooreenkoms nie, moet die werkgewer vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand met inbegrip van 'n maand waartydens 'n werknemer met verlof met besoldiging is, bydraes tot hierdie Fonds afrek ooreenkomstig X die skaal uiteengesit in klousule 9.3.

9.2 Elke werkgewer wat 'n lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, en wat nie uitgesluit of vrygestel is van lidmaatskap van die Fonds ingevolge hierdie Ooreenkoms nie, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, met inbegrip van enige maand waartydens sodanige werkgewer met gewone of siekteverlof is bydraes tot hierdie Fonds maak ooreenkomstig X en Y van minstens Loongroep F van die skaal uiteengesit in klousule 9.3: Met dien verstande dat 'n werkgewer verplig is om ooreenkomstig X en Y van Loongroep G by te dra indien sodanige werkgewer se gemiddelde bruto maandelike inkomste gedurende die voorafgaande drie maande gelykstaande is met die verdienste in Loongroep G bedoel.

7.4.4 in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Hairdressing Trade: Provided that eligible dependants of such members may, at the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;

7.4.5 In the event of liquidation of the Fund in terms of clause 15 of this Agreement.

7.5 Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund, and, if readmitted to membership, shall be regarded as an entirely new member unless otherwise decided by the Board of Management.

8. DEPENDANTS

8.1 The dependants of members shall be eligible for benefits in terms of clause 10 hereof and, for the purposes of this clause, "dependant" shall mean any person declared by the member on the Registration Form for Membership to be a dependant. Dependants shall be limited to the following:

8.1.1 The legal wife of a member or, on application, the legal husband of a member if he is unable to become a member of another medical aid scheme, in respect of whom a marriage certificate shall be produced;

8.1.2 on application to the Management Board, what is known as "the common law wife" of a member or, on similar application, what is known as "the common law husband" of a member if such person is unable to become a member of another medical aid scheme: Provided that notwithstanding the payment of contributions in respect of any such common law spouse the Management Board may decline to pay benefits in respect of such person until it has been satisfied by proof acceptable to it that such person is still co-habiting with the member;

8.1.3 any child, foster child, stepchild or legally adopted child of a member while such child is under the age of 18 years and in respect of whom a birth certificate and/or adoption and/or fostering papers shall have been produced to the Board: Provided that a child under the age of 18 years but over the age of 16 years who has left school and who is earning R100 per month or more shall not be eligible for acceptance or continuance as a dependant;

8.1.4 any child, foster child, stepchild or legally adopted child of a member if such child is over the age of 18 years—

8.1.4.1 who is totally incapacitated by reason of accident, disease or ill-health and who is dependant on the member for support and maintenance: Provided that such total incapacity shall have occurred after the date of becoming a registered dependant of a member of the Fund;

8.1.4.2 who is a full-time student, including a student who has completed military service, and is fully dependant on the member for support and maintenance;

and in respect of whom a birth certificate and/or, if applicable, adoption and/or fostering papers shall have been produced to the Board;

8.1.5 any other person approved by the Board of Management.

8.2 The provisions of the Rules of the Fund shall *mutatis mutandis* apply in respect of all dependants.

9. CONTRIBUTIONS

9.1 From the wage of each employee who is a member of the trade union which is a party to this Agreement, and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement the employer shall, as from the date of coming into operation of this Agreement, deduct each month, including any month during which an employee is on paid leave, contributions to this Fund in accordance with X of the scale set out in clause 9.3.

9.2 Every employer who is a member of the employers' organisation which is a party to this Agreement, and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave. Contributions to this Fund in accordance with at least X and Y of Wage Group F of the scale set out in clause 9.3: Provided that an employer shall be obliged to contribute in accordance with X and Y of Wage Group G if such employer's gross monthly income from all sources averaged over the preceding three months is equivalent to the earnings referred to in Wage Group G.

9.3

Bydraes**Van krag tot 31 Desember, 1987**

Loongroepe kodes:		A	B	C	D	E	F	G
Maandelikse inkomste:		Tot R150	R151 tot R300	R301 tot R450	R451 tot R600	R601 tot R800	R801 tot R1 000	Meer as R1 000
Lid alleenlik	X	R 15,40	R 23,80	R 34,30	R 38,50	R 42,70	R 47,60	R 51,80
	Y	15,40	23,80	34,30	38,50	42,70	47,60	51,80
Lid met 1 afhanklike	X	R 21,00	R 31,50	R 42,70	R 47,60	R 56,00	R 59,50	R 64,40
	Y	21,00	31,50	42,70	47,60	56,00	59,50	64,40
Lid met 2 afhanklikes	X	R 24,50	R 34,30	R 46,20	R 56,10	R 60,90	R 68,60	R 75,60
	Y	24,50	34,30	46,20	56,10	60,90	68,60	75,60
Lid met 3 afhanklikes	X	R 29,40	R 39,90	R 56,00	R 60,90	R 72,10	R 79,10	R 86,10
	Y	29,40	39,90	56,00	60,90	72,10	79,10	86,10
Lid met 4 of meer afhanklikes	X	R 32,20	R 46,90	R 63,70	R 72,10	R 81,20	R 88,20	R 95,90
	Y	32,20	46,90	63,70	72,10	81,20	88,20	95,90

Van krag vanaf 1 Januarie 1988

Loongroepe:		B	C	D	E	F	G
Maandelikse inkomste:		Tot R399,99	R400,00 tot R499,00	R500,00 tot R599,99	R600,00 tot R799,99	R800,00 tot R999,99	R1 000,00 en meer
Lid alleenlik	X	R 20,00	R 39,30	R 47,16	R 62,88	R 78,60	R 94,32
	Y	20,00	26,20	31,44	41,92	52,40	62,88
Lid met 1 afhanklike	X	R 25,00	R 49,13	R 58,95	R 78,60	R 98,25	R 117,90
	Y	25,00	32,75	39,30	52,40	65,50	78,60
Lid met 2 afhanklikes	X	R 27,00	R 53,06	R 63,57	R 84,89	R 106,11	R 127,33
	Y	27,00	35,37	42,44	56,59	70,74	84,89
Lid met 3 afhanklikes	X	R 29,00	R 56,99	R 68,38	R 91,18	R 113,97	R 136,76
	Y	29,00	37,99	45,59	60,78	75,98	91,18
Lid met 4 of meer afhanklikes	X	R 31,00	R 60,92	R 73,10	R 97,46	R 121,83	R 146,20
	Y	31,00	40,61	48,73	64,98	81,22	97,46

Notas:

1. Skema waar (behalwe vir groep B wat 50/50 is) werknemers 60 % en werkgewers 40 % bydra. X = Werknemers-gedeelte. Y = Werkgewers-gedeelte.
2. Werkgewers wat lede is betaal beide die X- en Y-bydraes vir hulleself.
3. Werknemers met afhanklikes dra by in die loongroep vasgestel deur die inkomste van die werknemer en alle afhanklikes bymekaar te tel, maar die werkgewer is NIE belas met enige addisionele koste daaraan verbonde.

9.3

Contributions**Effective until 31 December 1987**

Wage groups:		A	B	C	D	E	F	G
Gross monthly income:		Up to R150	R151 to R300	R301 to R450	R451 to R600	R601 to R800	R801 to R1 000	In excess of R1 000
Member only	X	R 15,40	R 23,80	R 34,30	R 38,50	R 42,70	R 47,60	R 51,80
	Y	15,40	23,80	34,30	38,50	42,70	47,60	51,80
Member with 1 dependant	X	R 21,00	R 31,50	R 42,70	R 47,60	R 56,00	R 59,50	R 64,40
	Y	21,00	31,50	42,70	47,60	56,00	59,50	64,40

Wage groups:		A	B	C	D	E	F	G
		R	R	R	R	R	R	R
Member with 2 dependants	X	24,50	34,30	46,20	56,10	60,90	68,60	75,60
	Y	24,50	34,30	46,20	56,10	60,90	68,60	75,60
		R	R	R	R	R	R	R
Member with 3 dependants	X	29,40	39,90	56,00	60,90	72,10	79,10	86,10
	Y	29,40	39,90	56,00	60,90	72,10	79,10	86,10
		R	R	R	R	R	R	R
Member with 4 or more dependants	X	32,20	46,90	63,70	72,10	81,20	88,20	95,90
	Y	32,20	46,90	63,70	72,10	81,20	88,20	95,90

Effective from 1 January 1988

Wage groups:		B	C	D	E	F	G
Gross monthly income:		Up to R399,99	R400,00 to R499,00	R500,00 to R599,99	R600,00 to R799,99	R800,00 to R999,99	In excess of R1 000
		R	R	R	R	R	R
Member only	X	20,00	39,30	47,16	62,88	78,60	94,32
	Y	20,00	26,20	31,44	41,92	52,40	62,88
		R	R	R	R	R	R
Member with 1 dependant	X	25,00	49,13	58,95	78,60	98,25	117,90
	Y	25,00	32,75	39,30	52,40	65,50	78,60
		R	R	R	R	R	R
Member with 2 dependants	X	27,00	53,06	63,67	84,89	106,11	127,33
	Y	27,00	35,37	42,44	56,59	70,74	84,89
		R	R	R	R	R	R
Member with 3 dependants	X	29,00	56,99	68,38	91,18	113,97	136,76
	Y	29,00	37,99	45,59	60,78	75,98	91,18
		R	R	R	R	R	R
Member with 4 or more dependants	X	31,00	60,92	73,10	97,46	121,83	146,20
	Y	31,00	40,61	48,73	64,98	81,22	97,46

Notes:

1. Scheme where (apart from group B which is 50/50) employees contribute 60 % and employers 40 %. X = Employee's share. Y = Employer's share.
2. Employers who are members pay both the X and Y contributions for themselves.
3. Employees with dependants contribute in the wage group determined by adding together the earnings of the employee and all dependants, but the employer is NOT liable to contribute to any cost occasioned thereby.

Vir die toepassing van hierdie subklousule—

For purposes of this subclause—

- (i) beteken "maandloon" die normale maandloon van 'n werknemer met die veronderstelling dat hy 'n volle maand werk en omvat dit bonusse en toelaes en, in die geval van iemand wat kommissie ontvang op grond van 'n ooreenkoms tussen sodanige persoon en sy werkgever, omvat dit die gemiddelde bedrag van die kommissie wat deur sodanige werknemer verdien is vir die voorafgaande drie maande of indien 'n korter tydperk ingevolge sodanige kommissie-ooreenkoms gewerk is, vir sodanige korter tydperk;
- (ii) word die getal afhanklikes bepaal volgens die Lidmaatskapregistrasievorm soos ingedien deur die Lid, ooreenkomstig en behoudens onderskeidelik klousules 6.6 en 8.1

- (i) "monthly wage" shall mean the normal monthly wage of an employee assuming a full month is worked and shall include bonuses and gratuities, and in the case of any person who receives commission by virtue of any agreement between such person and an employer, shall include the average amount of commission earned by such employee for the preceding three months or if a lesser period has been worked in terms of any such commission agreement for such lesser period;
- (ii) the number of dependants shall be determined from the Registration Form for Membership as submitted by the member in terms of and subject to the provisions of clauses 6.6 and 8.1 respectively.

9.4 Bydraes ooreenkomstig klousule 9.3 kan, wanneer hulle skriftelik daarom aansoek doen, van die lone van vakleerlinge afgetrek word: Met dien verstande dat sodanige vakleerlinge lede is van die vakvereniging wat 'n party is by hierdie Ooreenkoms.

9.4 Contributions in accordance with clause 9.3 may be deducted from the wages of apprentices at their written request: Provided that such apprentices shall be members of the trade union which is a party to this Agreement.

9.5 Bydraes ooreenkomstig klousule 9.3 kan afgetrek word van die lone van persone in klousule 6.3 bedoel indien hulle skriftelik daarom aansoek doen.

9.5 Contributions in accordance with clause 9.3 may be deducted from the wages of persons referred to in clause 6.3 at their written request.

9.6 By die bedrag wat afgetrek word ooreenkomstig klousule 9.1, 9.4 of 9.5 (na gelang van die geval), gelees met klousule 9.3, en die bedrag wat betaal word ooreenkomstig klousule 9.2, gelees met klousule 9.3, moet die werkgever die Y-bedrag voeg en die volle som vir elke maand aan die Nywerheidsraad stuur, saam met 'n staat in die vorm wat van tyd tot tyd voorgeskryf word. Ondanks hierdie klousule, stel versuim aan die kant van die werkgever om die werknemersbydraes af te trek, soos van hom vereis word, die werkgever nie vry van die verpligting om die totale bedrag van die werknemers se bydraes en sy eie bydrae by die Nywerheidsraad in te dien nie.

9.7 Alle bedrae wat aan die Nywerheidsraad gestuur moet word, moet afgelewer word by of gestuur word na Sesde Verdieping, Gloucestergebou, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000.

9.8.1 Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die sewende dag van die maand wat onmiddellik daarop volg, aan die Nywerheidsraad gestuur word.

9.8.2 In die geval van weekliks besoldigde werknemers moet die weeklikse bydraes bereken word teen die koers van drie dertiendes van enige maandelikse bydrae in klousule 9.3 gespesifiseer.

9.9.1 Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die sewende dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Nywerheidsraad ontvang word nie, moet die werkgever 'n boete betaal bereken teen 10 persent van die onbetaalde bedrag.

9.9.2 Indien aftrekkings of bydraes wat van 'n persoon gemaak moet word meer as een maand agterstallig is, is sodanige persoon nie geregtig op enige bystand waarvoor hierin voorsiening gemaak word nie.

9.9.3 'n Werkgever wat bydraes ingevolge klousule 9.3 van die lone van 'n werknemer aftrek en versuim om dit binne die tydskedule in klousule 9.8 beoog aan die Nywerheidsraad te betaal en as gevolg van sodanige versuim veroorsaak dat die werknemer nie geregtig is op bystand hierkragens of ingevolge die Reëls van die Fonds nie, is persoonlik aanspreeklik vir die betaling aan sodanige werknemer van die bedrag waarvoor die Fonds aanspreeklik sou gewees het as die versuim nie plaasgevind het nie.

9.10.1 Kontinuasielid wat ingevolge klousule 6.4. as lede toegelaat word, moet sodanige bedrag as wat deur die Bestuursraad van tyd tot tyd bepaal word maandeliks vooruit regstreeks aan die Fonds betaal.

9.10.2 Waar die vorige werkgever van 'n afgetrede of afgestorwe lid verlang om bydraes ten opsigte van sodanige afgetrede lid of die weduwee van 'n afgestorwe lid te betaal, mag niks in hierdie Ooreenkoms vervat so uitgelê word dat dit voorkom dat sodanige onderlinge reëling tussen genoemde partye aangegaan word.

10. BYSTAND

10.1 Behoudens die voorwaardes, bepalinge en vereistes van die Reëls van die Fonds, is 'n lid geregtig op bystand ten opsigte van mediese en/of tandheelkundige en/of optiese dienste gelewer in 'n bepaalde bystandsiklus van een kalenderjaar (d.w.s. vanaf 1 Januarie tot en met 31 Desember van dieselfde jaar) wat die maksimum perk, soos hierna uiteengesit, nie oorskry nie:

10.1.1 Betaling van koste vir ander dienste as dienste kragtens klousule 10.1.2 en 10.1.3 hieronder van altesaam hoogstens die bedrag van R20 000 vir die lid en sy afhanklikes, met inbegrip van—

- (i) konserwatiewe tandheelkundige dienste (soos vulsels, X-strale, ekstraksies, voorbehoeding, ens.) nie gespesifiseer onder klousule 10.1.2 hieronder nie en wanneer dit gelewer word deur 'n tandheelkundige praktisyn, en hospitaal- en narkotiese dienste in alle tandheelkundige gevalle;

- (ii) voorgeskrewe medisyne, uitgesonderd medisyne verskaf gedurende hospitalisasie, wat nie die volgende maksimum perke oorskry nie:

Slegs lid (geen afhanklikes): R1 350;
lid plus een of twee afhanklikes: R1 755;
lid plus drie of meer afhanklikes: R2 000;

- (iii) medisyne verskaf tydens hospitalisasie;

10.1.2 betaling van koste vir tandheelkundige dienste ten opsigte van goud-, metaal- en porseleinvulsels en goudfoelieherstellings; kroning en brugwerk; kunstande, insluitende kunstande met 'n metaalbasis; prostodontiese, ortodontiese en periodontiese dienste wat nie die volgende maksimum perke oorskry nie:

Slegs lid (geen afhanklikes): R1 000;
lid plus een of twee afhanklikes: R1 300;
lid plus drie of meer afhanklikes: R1 800;

9.6 To the amount deducted in terms of clause 9.1, 9.4 or 9.5 (as the case may be), read with clause 9.3, and the amount paid in terms of clause 9.2 read with clause 9.3, the employer shall add the Y-amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed by the Council. Notwithstanding the provisions of this clause, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

9.7 All amounts required to be forwarded to the Council shall be delivered or sent to Sixth Floor, Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000.

9.8.1 The amount payable each month in terms of this clause shall be forwarded to the Council by not later than the seventh day of the month immediately following.

9.8.2 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirteenths of any monthly contribution specified in clause 9.3.

9.9.1 If any amount which falls due in terms of this clause is not received in full by the Council by the seventh day of the month following the month for which the amount is payable, then the employer shall be liable to pay a penalty calculated at 10 percent of the amount which remains unpaid.

9.9.2 No person in respect of whom deductions or contributions are made shall be entitled to any of the benefits provided for herein if those deductions and contributions are more than one month in arrears.

9.9.3 Any employer who deducts contributions in terms of clause 9.3 from the wages of an employee and fails to remit them to the Council within the time limit contemplated by clause 9.8 shall, if as a result of such default an employee is not entitled to benefits hereunder or in terms of the Rules of the Fund, be personally liable to pay to such employee any amount for which the Fund would, but for such default, have been liable.

9.10.1 Continuation members admitted to membership in terms of clause 6.4 shall contribute monthly in advance, direct to the Fund, such sum as the Board may from time to time determine.

9.10.2 Where the former employer of a retired or deceased member wishes to pay the contributions relating to such retired member or the widow of the said deceased member, nothing shall be construed in this Agreement to preclude such a mutual arrangement being entered into by the said parties.

10. BENEFITS

10.1 Subject to the terms, conditions, provisions and requirements of the Rules of the Fund, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services rendered in any one benefit cycle of one calendar year (i.e. from 1 January to 31 December of the same year) not exceeding the maximum limits hereinafter stated:

10.1.1 Payment of expenses for services, other than services under clause 10.1.2 and 10.1.3 below, not exceeding the amount of R20 000 in the aggregate for the member and his dependants, which shall include—

- (i) conservative dental services (such as fillings, X-rays, extractions, prophylaxis, etc.) not specified under clause 10.1.2 and where performed by a dental practitioner, and hospital and anaesthetic services in all dental cases;

- (ii) prescribed medicines, excluding medicines received whilst confined in hospital, not exceeding the following maximum limits:

Member only (no dependants): R1 350;
member plus 1 or 2 dependants: R1 755;
member plus 3 or more dependants: R2 000;

- (iii) medicines received whilst in hospital;

10.1.2 payment of expenses for dental services in respect of gold, metal and porcelain inlays and gold foils; crown and bridge-work; dentures, including metal base denture; prosthodontic, orthodontic and periodontic services, not exceeding the following maximum limits:

Member only (no dependants): R1 000;
member plus 1 or 2 dependants: R1 300;
member plus 3 or more dependants: R1 800;

10.1.3 betaling van koste vir optiese dienste van hoogstens R250 per lid of afhanklike, onderworpe aan 'n bedrag van altesaam hoogstens R400 vir 'n lid en sy afhanklikes;

10.1.4 betaling van bystand vir dienste ingevolge hierdie klousule mag nie die perke oorskry soos bepaal in die bystandskale wat van tyd tot tyd in die *Staatskoerant* ingevolge die Wet op Mediese Skemas, 1967, verskyn nie, en waar geen sodanige bystandskale vasgestel is nie mag die bystand nie die bedrae oorskry soos van tyd tot tyd deur die Bestuursraad ingevolge die Reëls vasgestel word nie.

10.2 'n Lid en sy afhanklikes wat geen bystand eis vir drie agtereenvolgende jaarlikse bystandsiklusse waartydens hul lidmaatskap deurlopend was nie, is gedurende die jaarlikse bystandsiklus wat volg op die geen-eis-tydperke geregtig op betaling van bystand ten bedrae van 'n verdere 25 persent wat gevoeg word by die bedrae in klousule 10.1.1 tot 10.1.3 van hierdie klousule genoem.

10.3 Ondanks hierdie klousule en behoudens klousule 10.4, is geen lid op bystand geregtig nie alvorens hy minstens drie agtereenvolgende maande tot die Fonds bygedra het. Waar 'n lid nie meer in diens van die Haarkappersbedryf is nie, behalwe in die geval van werkloosheid ingevolge klousule 7.4.1, moet hy met die oog op kwalifisering vir bystand weer as lid van die Fonds geag word, nadat hy minstens drie agtereenvolgende maande vanaf die datum van sy herindiensneming in die Bedryf tot die Fonds bygedra het. Klousule 10.3 is nie van toepassing nie op 'n lid wat bevredigende bewys lewer dat hy bystand ontvang het uit 'n mediese hulp/bystandskema onmiddellik voordat hy tot die Fonds begin bydra het of, na gelang van die geval, weer bydraes begin maak het as gevolg van herindiensneming in die Bedryf.

10.4 Ondanks klousule 10.3 is geen lid op optiese bystand geregtig soos in klousule 10.1.3 bepaal nie tensy hy minstens 52 agtereenvolgende weke tot die Fonds bygedra het. Met dien verstande dat waar 'n lid nie meer in diens van die Bedryf is nie, behalwe in die geval van werkloosheid ingevolge klousule 7.4.1, hy met die oog op kwalifisering vir "optiese bystand" weer as lid van die Fonds geag moet word nadat hy minstens 52 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Bedryf bygedra het.

10.5 Ondanks die Reëls van die Fonds kan die Bestuursraad na goeddunke *ex gratia*-betalings aan lede en/of hul afhanklikes maak, na gelang van die besondere omstandighede van elke geval.

10.6 'n Lid is nie geregtig op voordele gedurende enige tydperk wat hy nie al die voorskrifte van hierdie ooreenkoms, die hoofooreenkoms, en/of die Siektesoldyfondse ooreenkoms nakom nie.

10.7 Die Fonds mag skuldvergeelyking toepas in verband met enige voordele betaalbaar aan 'n lid ooreenkomstig hierdie klousule as die lid enige bedrag verskuldig is aan die Fonds, die Nywerheidsraad of die Siektesoldyfondse, en mag sodanige voordele in die Fonds weerhou of aan die Nywerheidsraad of die Siektesoldyfondse, soos die geval mag wees, betaal in plaas daarvan om die lid te betaal.

10.8 Die Raad in sy alleenreg en sonder om enige rede daarvoor te verstrek mag ter enige tyd eis dat 'n lid sodanige mediese ondersoek ondergaan soos dit mag voorskryf ten opsigte van enige voordeel betaal deur, of geëis van, die Fonds. Indien 'n lid versuim of weier of nalaat om die ondersoek te ondergaan sal hy nie geregtig wees op verdere voordele in terme van hierdie klousule tot hy die mediese ondersoek ondergaan het.

11. ADMINISTRASIE VAN DIE FONDS

11.1 Behoudens die algemene voorskrifte van die Nywerheidsraad, moet die Fonds bestuur word deur 'n Bestuursraad bestaande uit drie persone wat deur die werkgewersorganisasie en drie persone wat deur die vakvereniging benoem word, en twee mediese praktisyne.

11.2 Die Bestuursraad beskik oor die bevoegdheid om Reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die Reëls en alle wysigings daarvan wat nie onbestaanbaar met hierdie Ooreenkoms of 'n wet moet wees nie, moet by die Direkteur-generaal van Mannekrag ingedien word. Die Reëls van die Fonds moet onder andere die volgende voorskryf:

11.2.1 Die Fonds se bystand en die weglatings en die vereistes daarvoor;

11.2.2 die prosedure in verband met die indiening en uitbetaling van eise;

11.2.3 enige ander aangeleentheid waarvoor die Bestuursraad besluit.

10.1.3 payment of expenses for optical services not exceeding R250 for any one member or dependant, subject to an overall limit of R400 the in aggregate for a member and his dependants;

10.1.4 payment of benefits for services under this clause shall not exceed those determined in the scale of benefits as published from time to time in the *Government Gazette* in terms of the Medical Schemes Act, 1967, and where no such scale of benefits has been determined the benefits shall not exceed amounts as decided on from time to time by the Board of Management in terms of the Rules.

10.2 A member and his dependants who claim no benefits whatever for three successive annual benefit cycles during which their membership was continuous, shall be entitled to payment of benefits during the annual benefit cycle succeeding the claim-free period to the extent of a further 25 per cent added to the limits specified in clauses 10.1.1 to 10.1.3.

10.3 Notwithstanding the provision of this clause and subject to clause 10.4, no member shall be entitled to benefits until he has been a member of the Fund for at least three consecutive months. Where a member ceases to be employed in the Hairdressing Trade, other than in the case of unemployment in terms of clause 7.4.1, his membership of the Fund for purposes of qualification for benefits shall be deemed to recommence after he has been a member of the Fund for at least three consecutive months from his date of re-employment in the Trade. Clause 10.3 shall not apply to a member who produces satisfactory evidence that he was in benefit in a medical aid/benefit scheme immediately prior to commencing contributions to the Fund or re-commencing contributions on re-employment in the Trade, as the case may be.

10.4 Notwithstanding the provisions of clause 10.3, no member shall be entitled to optical benefits as provided for in clause 10.1.3. until he has been a member of the Fund for at least 52 consecutive weeks. Provided that where a member ceases to be employed in the Trade, other than in the case of unemployment in terms of clause 7.4.1, his membership of the Fund for the purposes of qualification for "optical benefits" shall be deemed to recommence after he has been a member of the Fund for at least 52 consecutive weeks from his date of re-employment in the Trade.

10.5 The Board of Management, in its entire discretion may, notwithstanding the provisions of the Rules, make *ex gratia*, payments to members and/or their dependants, depending on the special circumstances of each case.

10.6 A member shall not be entitled to benefits in terms of this clause for any period during which he is not in compliance with the provisions of this Agreement, the Main Agreement and/or the Hairdressing Trade Sick Pay Fund Agreement.

10.7 The Board shall be entitled to set off against any benefit owing to a member in terms of this clause any such sum as may be owed by the member of the Council and/or to the Fund and/or to the Hairdressing Trade Sick Pay Fund and shall be entitled to retain such sum in the fund or pay such sum so set off to the Council or the Hairdressing Trade Sick Pay Fund as the case may be.

10.8 The Board may in its absolute discretion and without assigning any reason therefor require any member of the Fund to undergo such medical examination as it may prescribe in respect of any benefit paid or claimed by or against the Fund. If a member so required to undergo a medical examination fails, refuses or neglects to undergo such examination such member shall not be entitled to any further benefits in terms of this clause until he has submitted to the said examination.

11. ADMINISTRATION OF THE FUND

11.1 Subject to the general direction of the Council, the Fund shall be administered by a Board of Management comprising three persons nominated by the employers' organisations and three persons nominated by the trade union, and two medical practitioners.

11.2 The Board of Management shall have the power to make and alter Rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any act, shall be lodged with the Director-General: Manpower. The Rules of the Fund shall *inter alia* prescribe—

11.2.1 the Fund's benefits and exclusions and the qualification attaching to benefits;

11.2.2 the procedure for lodging and payment of claims;

11.2.3 any other matter which the Board may decide.

11.3 Die Bestuursraad moet 'n sekretaris aanstel wat as die sekretaris van die Fonds bekend moet staan, asook ander personeel wat nodig is vir die behoorlike administrasie van die Fonds, of hy kan aan enige persoon, maatskappy of beslote korporasie die administrasie van die Fonds opdra op sodanige voorwaardes as wat die Bestuursraad gepas vind: Met dien verstande dat enige administrasiekoste wat aan sodanige persoon, maatskappy of beslote korporasie betaal word altesaam hoogstens 12 persent mag bedra van die bydraes en inkomste wat die Fonds in enige jaarlikse bystand siklus ontvang, en andersins op voorwaardes wat nie strydig met hierdie Ooreenkoms is nie.

11.4 Die Bestuursraad kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat na die mening van die Bestuursraad gehandel het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te skaad of moontlik kan skaad: Met dien verstande dat sodanige lid die geleentheid gebied moet word om teen die besluit van die Bestuursraad te appelleer na die Nywerheidsraad wie se uitspraak finaal is.

11.5 Alle geskille aangaande die vertolking, betekenis of bedoeling van enige en van die bepalinge van hierdie Ooreenkoms, of aangaande die administrasie van die Fonds, wat die Bestuursraad nie kan besleg nie, moet na die Nywerheidsraad vir beslissing verwys word.

11.6 As die bedrag in die krediet van die Fonds te eniger tyd tot minder as R2 000 daal, moet uitbetaling van bystand gestaak word en nie hervat word voordat die bedrag in die krediet van die Fonds meer as R4 000 bedra nie: Met dien verstande dat wanneer betalings hervat word, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal moet word.

11.7 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, kom ten laste van die Fonds.

11.8 Die Bestuursraad kan komitees of subkomitees aanwys en aan sodanige komitees of subkomitees magte deleger wat nie strydig met hierdie Ooreenkoms of die Reëls van die Fonds is nie.

12. VRYWARING

Die lede van die Bestuursraad, beamptes en werknemers van die Fonds, insluitende, enige persoon, maatskappy of beslote korporasie beoog onder klousule 11.3, is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese deur hulle gely en uitgawes deur hulle aangegaan tydens of in verband met die *bona fide*-uitvoering van hul pligte.

13. FINANSIËLE BEHEER

13.1 Alle geld wat ten behoeve van die Fonds ontvang word, moet by 'n bank of banke inbetaal word en alle tjeks wat op die Fonds getrek word, moet onderteken word deur minstens twee persone wat deur die Bestuursraad aangestel is.

13.2 Die Bestuursraad kan alle geld wat nie onmiddellik nodig is om die lopende koste van die Fonds te dek nie, belê soos hy van tyd tot tyd besluit, onderworpe aan die bepalinge van artikel 21 (3) van die Wet.

13.3 Die Bestuursraad kan lenings of 'n oortrokke rekening by 'n bank aangaan of van ander partye, op voorwaardes waarop daar ooreengekom word, die bedrag leen wat die Bestuursraad van tyd tot tyd goedkeur ten einde geld te verkry wat nodig is vir doeleindes van die Fonds.

13.4 Alle sekuriteite, verbande, transportaktes en ander dokumente, indien daar is, moet op naam van die Fonds geregistreer word en mag nie oorgedra, vervreem of andersins van die hand gesit word nie behalwe met die goedkeuring van die Bestuursraad. Die Bestuursraad moet vier van sy lede as ondertekenaars vir bogenoemde doel benoem, en die handtekening van enige twee van hulle is voldoende vir die doel om uitvoering aan die besluite van die Bestuursraad te gee. Sodanige ondertekenaars beklee die amp vir 'n onbepaalde tydperk of vir dié tydperk wat die Bestuursraad tydens hul aanstellings aanwys.

13.5 Die Bestuursraad moet toesien dat volledige en ware rekenings van die Fonds gehou word en sodanige rekenings moet gebalanseer en deur 'n openbare rekenmeester geouditeer word soos dit staan op 31 Desember van elke jaar.

13.6 Die Bestuursraad moet 'n jaarverslag voorlê oor die werking van die Fonds, tesame met 'n kopie van die ouditeur se verslag en 'n balansstaat van die Fonds en 'n inkomste-en-uitgawerekening vir die boekjaar wat op elke 31 Desember eindig en dit moet jaarliks, sodra dit beskikbaar is, aan die Direkteur-generaal van Mannekrag en die partye by hierdie Ooreenkoms gepos en vir die inligting van die werkgewers en lede, op die wyse wat die Bestuursraad van tyd tot tyd bepaal, gepubliseer word.

13.7 Die Bestuursraad moet registers van die Fonds hou sodat 'n aktuariële waardering te eniger tyd gemaak kan word en dié state moet ook alle ander besonderhede en inligting bevat wat die Bestuursraad wenslik ag. Die uitslag van 'n aktuariële waardering moet in 'n verslag saamgevat en aan die Bestuursraad voorgelê word. Die partye by die Ooreenkoms moet van 'n kopie van sodanige verslag (verslae) voorsien word.

11.3 The Board of Management shall appoint a secretary who shall be known as the secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund, or it may delegate to any person, company or close corporation the administration of the Fund upon such terms and conditions as to the Board may seem appropriate: Provided that any administration costs pay to any such persons, company or close corporation shall not exceed in the aggregate 12 per cent of the contributions and income received by the Fund in any annual cycle of benefits, and otherwise upon terms which shall be consistent with this Agreement.

11.4 The Board of Management may refuse and/or withhold any or all benefits from any member and/or his dependants who, in its opinion, have acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Board of Management to the Council whose decision shall be final.

11.5 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Board of Management is unable to settle, shall be referred to the Council for decision.

11.6 If at any time the amount standing to the credit of the Fund drops below R2 000, benefit payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R4 000: Provided that upon payments being resumed, claimants made during such period of suspension shall be met in the order in which they were received.

11.7 All expenses incurred in connection with the administration of the Fund shall be a charge against the Fund.

11.8 The Board of Management shall be empowered to appoint committees or subcommittees and to delegate to such committees or subcommittees such powers as are not inconsistent with this Agreement or with the Rules of the Fund.

12. INDEMNITY

The members of the Board of Management and the officers and employees of the Fund including any person, company or close corporation contemplated by clause 11.3, shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

13. FINANCIAL CONTROL

13.1 All moneys received on account of the Fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by at least two persons appointed by the Board.

13.2 In respect of all moneys not immediately required to meet the current charges upon the Fund, the Board may invest such moneys as it may from time to time determine subject to the provisions of section 21 (3) of the Act.

13.3 The Board may make loans and/or obtain an overdraft from a bank or borrow from other parties on such terms as may be agreed upon such sum as may be approved from time to time by the Board of Management for the purpose of acquiring the money necessary for any purpose of the Fund.

13.4 All securities, mortgage bonds, title deeds and other documents, if any, shall be registered in the name of the Fund and shall not be transferred, alienated or otherwise disposed of except with the approval of the Board. The Board of Management shall nominate four members of the Board as signatories for the above purpose, the signatures of any two of whom shall be sufficient for the purpose of giving effect to the resolutions of the board of Management. Such signatories shall hold office indefinitely or for such period as the Board when appointing them shall designate.

13.5 The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at 31 December of each year.

13.6 The Board shall present an annual report on the working of the Fund, together with a copy of the auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31 December which shall be posted annually as soon as available to the Director-General of Manpower and the parties to this Agreement and published for the information of the employers and members by such means as the Board may from time to time determine.

13.7 The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).

13.8 Die Bestuursraad moet ook vir die inligting van werkgewers en lede besonderhede oor die verslag in klousule 13.7 genoem, of 'n opsomming daarvan, publiseer in so 'n vorm en op so 'n wyse soos deur die Bestuursraad bepaal.

13.9 Die uitgewes in verband met, of meegebring deur die instelling van die Fonds, of deur die bestuur of administrasie van die Fonds, en deur die belegging daarvan, insluitende die koste van oudit en aktuariële ondersoek, moet deur die Fonds gedra word.

13.10 Alle kontrakte wat die Fonds aangaan en wat die Fonds bind, moet deur die Bestuursraad aangegaan word, en alle dokumente in verband daarmee, moet onderteken word deur minstens twee lede van die Bestuursraad wat behoorlik deur die Bestuursraad gemagtig is.

13.11 Alle winste of verliese wat voortspruit uit die tegeldmaking van beleggings van die Fonds moet aan die Fonds gekrediteer of gedebiteer word, na gelang van die geval.

14. VERSTRYKING VAN DIE OOREENKOMS

14.1 Enige ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, en wat hierdie Ooreenkoms vervang of in die plek daarvan kom, kan voorsiening maak vir die kontinuïteit en administrasie van die Fonds.

14.2 Indien hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verval, moet die Bestuursraad wat laaste die amp beklee, die Fonds administreer tot tyd en wyl dit of ingevolge klousule 15 afgehandel is of die Nywerheidsraad dit oorgedra het na 'n ander fonds wat vir dieselfde doel ingestel is waarvoor hierdie Fonds in die lewe geroep is.

14.3 In die geval van die ontbinding van die Nywerheidsraad of ingeval dit ophou om te funksioneer ingevolge artikel 34 (2) van die Wet tydens 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Nywerheidsraad ophou om te funksioneer of ontbind word, moet geag word lede daarvan vir die doel te wees: Met dien verstande egter dat vakatures wat in die Bestuursraad ontstaan deur die Nywerheidsregistrator ge vul kan word uit die geledere van werkgewers of werknemers in die Haarkappersbedryf, om 'n gelyke aantal verteenwoordigers en plaasvervangers van werkgewers en werknemers in die ledetal van die Bestuursraad te verseker.

14.4 Ingeval die Bestuursraad nie in staat is nie of ongewillig is om sy pligte na te kom, of as 'n dooie punt daaroor bereik word wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van so 'n Bestuursraad uit te voer en sodanige trustees beskik oor al die bevoegdhede van so 'n Bestuursraad vir dié doel.

15. LIKWIDASIE

By die verstryking van die Ooreenkoms weens verloop van tyd of om enige ander rede, en tensy dit binne twee jaar hernieu of vervang word deur 'n ander ooreenkoms wat die Fonds laat voortbestaan, of as die Fonds nie deur die Nywerheidsraad binne die genoemde tydperk van twee jaar na 'n ander fonds oorgedra word wat ooreenkomstig klousule 14 vir dieselfde doel saamgestel is nie, moet die Fonds gelikwedeer word. By likwidasië van die Fonds moet die geld in die krediet van die Fonds, na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, gelykop tussen die werkgewersorganisasie en die vakvereniging verdeel word. Die Fonds moet deur die Bestuursraad wat ooreenkomstig klousule 14 optree, of deur die trustee(s) wat ingevolge genoemde klousule benoem is, na gelang van die geval, gelikwedeer word.

16. BYSTAND IS ONVERVREEMBAAR

16.1 Die bystand wat die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat probeer om sy voorregte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, verbeur onmiddellik enige bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklike moet beëindig word.

16.2 Geen persoon, of hy 'n lid is of nie, het enige aanspraak of reg op of belang in by of ten opsigte van die Fonds of enige bydraes daarvan, of enige belang daarin of enige eis op of teen die Bestuursraad of die Fonds nie, behalwe kragtens en in ooreenstemming met die Reëls van die Fonds.

16.3 By die beslissing van 'n feitekweë kan die Bestuursraad, tensy daar andersins in die Reëls voorsiening gemaak word, volgens sodanige getuënis optree as wat hy as voldoende beskou, of dit op wettige bewyse neerkom al dan nie.

16.4 Enige beslissing van die Bestuursraad oor 'n feitekweë en die uitvoering deur die Bestuursraad van 'n beslissing wat ooreenkomstig die Reëls neem, is finaal en is nie onderworpe aan appel of hersiening nie.

13.8 The Board shall also publish for the information of employers and members particulars of any report pursuant to clause 13.7. or a summary thereof in such form and by such means as the Board may determine.

13.9 The expenses in connection with or incidental in the inauguration of the Fund or the management or administration of the Fund and to the investment thereof, including the cost of audit and actuarial investigation, shall be borne by the Fund.

13.10 All contracts entered into by the Fund and binding the fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised by the Board.

13.11 Any profits or losses entailed in the realisation of investments of the Fund shall be to the credit or debit of the Fund, as the case may be.

14. EXPIRY OF THE AGREEMENT

14.1 Any Agreement declared by the Minister to be binding in terms of section 48 of the Labour Relations Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

14.2 Should this Agreement expire by the effluxion of time or any other reason, the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 15 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

14.3 In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Board may be filled by the Industrial Registrar from employers or employees in the Hairdressing Trade to ensure an equality of employer and employee representatives and alternates in the membership of the Board.

14.4 In the event of the Board of Management 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 Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Board of Management and who shall possess all the powers of such Board for the purpose.

15. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provision of clause 14 within the said period of two years, the Fund shall be liquidated. Upon liquidation of the Fund, 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 equally apportioned between the employers' organisation and the trade union. The Fund shall be liquidated by the Board of Management functioning in terms of clause 14 or trustee(s) appointed in terms of the said clause, as the case may be.

16. BENEFITS INALIENABLE

16.1 The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

16.2 No person, whether a member or otherwise, shall have any claim or right to or interest upon, to, or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Board or the fund, except under and in accordance with the provisions of the Rules of the Fund.

16.3 In deciding any question of fact the Board may, unless otherwise provided for in the Rules, act upon such evidence as it may deem adequate whether amounting to legal proof or not.

16.4 Any decision of the Board upon any question of fact and any exercise by the Board of any decision entrusted to it by the Rules shall be final and shall not be subject to appeal or review.

17. VRYSTELLING

17.1 Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Nywerheidsraad om 'n regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms ten opsigte van enigiemand verleen.

17.2 Die Nywerheidsraad moet ten opsigte van enigiemand aan wie vrystelling kragtens klousule 17.1, verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is: Met dien verstande dat die Nywerheidsraad na goeë dunde, nadat een week skriftelike kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat kan intrek.

17.3 Die Sekretaris van die Nywerheidsraad moet aan elke persoon aan wie vrystelling kragtens klousule 17.1, verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik wat die volgende vermeld:

- 17.3.1 Die naam van die betrokke persoon voluit;
 - 17.3.2 die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - 17.3.3 die voorwaardes, vasgestel ooreenkomstig klousule 17.2, waarop die vrystelling verleen word; en
 - 17.3.4 die tydperk waartydens die vrystelling van krag is.
- 17.4 Die Sekretaris van die Nywerheidsraad moet—
- 17.4.1 van elke sertifikaat wat uitgereik word 'n kopie bewaar;
 - 17.4.2 as die vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

17.5 Indien 'n lid enige vrystelling toegeken is en dit blyk dat die lid bydraes aan die Fonds betaal het vir 'n tydperk waartydens hy op vrystelling geregtig sou gewees het indien hy vroeër daarvoor aansoek gedoen het, sal enige sodanige bydrae betaal verbeur word ten gunste van die Fonds. Indien 'n lid van mening is dat hy geregtig is op 'n vrystelling, berus die onus op hom om 'n vroeë aansoek daarvoor in te dien en om sodanige bewyse ter stawing daarvan as wat die Bestuursraad mag vereis, te voorsien.

18. VERTONING VAN OOREENKOMS

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

19. AGENTE

Die Nywerheidsraad moet een of meer bepaalde persone as agente aanstel om met die administrasie van die Ooreenkoms te help. Dit is die plig van elke werkgewer en elke werknemer om die persone toe te laat om die perseel te betree, die navrae te doen en te voltooi, en die boeke en dokumente, loonstate, tydstate en betaalkaarte te ondersoek en alles te doen wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sy ondersoek aan so 'n agent 'n valse verklaring doen nie.

Namens die partye op hede die 4de dag van Augustus 1986 te Johannesburg onderteken.

B. D. MARTIN,

Voorsitter van die Nywerheidsraad.

J. DANIEL,

Ondervoorsitter van die Nywerheidsraad.

J. A. MARTIN,

Sekretaris van die Nywerheidsraad.

17. EXEMPTIONS

17.1 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.

17.2 The Council shall fix, in respect of any person granted exemption under the provisions of clause 17.1, 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.

17.3 The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of clause 17.1, a licence of exemption, signed by him, setting out—

- 17.3.1 the full name of the person concerned;
- 17.3.2 the provisions of the Agreement from which exemption is granted;
- 17.3.3 the conditions fixed in accordance with the provisions of clause 17.2 subject to which such exemption is granted; and
- 17.3.4 the period during which the exemption shall operate.

17.4 The Secretary of the Council shall—

- 17.4.1 retain a copy of each licence issued;
- 17.4.2 where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17.5 If upon the granting of any exemption it appears that a member has paid contributions to the Fund for a period during which he would have been entitled to an exemption if he has applied therefor sooner, any such contribution so paid shall be forfeited to the Fund. If a member is of the opinion that he is entitled to an exemption, the onus rests upon him to make an early application therefor, and to provide such proof in support thereof as the Board may require.

18. EXHIBITION OF AGREEMENT

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

19. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of this 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 ascertaining whether the provisions of this Agreement are being observed and complied with, and no persons shall make a false statement to such agent during the course of his investigations.

Signed at Johannesburg, on behalf of the parties, this 4th day of August 1986.

B. D. MARTIN,

Chairman of the Council.

J. DANIEL,

Vice-Chairman of the Council.

J. A. MARTIN,

Secretary of the Council.

No. R. 2513

13 November 1987

WET OP ARBEIDSVERHOUDINGE, 1956**HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL. — SIEKTEBESOLDIGINGSFONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, 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 Desember 1987 en vir die tydperk wat op 31 Desember 1988 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.

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

No. R. 2513

13 November 1987

LABOUR RELATIONS ACT, 1956**HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL.—SICK PAY FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, 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 December 1987 and for the period ending 31 December 1988, 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.

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

BYLAE**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANVAAL)****SIEKTEBESOLDIGINGSFONDS VIR DIE
HAARKAPPERSBEDRYF****OOREENKOMS**

ooreenkomstig 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 die

South African Hairdressers Employee's Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word—

1.1.1 deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;

1.1.2 in die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs en Vereeniging.

1.2 Hierdie Ooreenkoms is nie van toepassing nie op iemand wat minderjarig is en solank hy minderjarig is en wat tot tevredenheid van die Bestuursraad bewys kan lewer dat hy geregtig is op mediese bystand ingevolge 'n skema wat mediese bystand aan sy ouer(s) of voog verskaf.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Manekrag bepaal kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, en bly van krag tot 31 Desember 1988 of vir sodanige tydperk as wat die Minister vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet of in die Hofooreenkoms of in die Ooreenkoms vir die Siektebystandsfonds vir die Haarkappersbedryf omskryf word, het dieselfde betekenis as in die Wet of in die Hofooreenkoms of in die Ooreenkoms vir die Siektebystandsfonds vir die Haarkappersbedryf, na gelang van die geval. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike geslag; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"Hofooreenkoms" die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2513 van 13 November 1987, of enige daaropvolgende Ooreenkoms, en omvat dit alle wysigings of verlengings daarvan;

"Ooreenkoms vir die Siektebystandsfonds vir die Haarkappersbedryf" die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2513 van 13 November 1987 of enige daaropvolgende Ooreenkoms en omvat dit alle wysigings of verlengings daarvan.

4. VOORTSETTING VAN DIE FONDS

4.1 Die Siektesoldyfondse vir die Haarkappersbedryf, ingestel by Goewermenskennisgewing R. 2255 van 15 Desember 1970, word hierby voortgesit as die Siektebesoldigingsfonds vir die Haarkappersbedryf (hierna die "Siektebesoldigingsfonds" of die "Fonds" genoem).

4.2 Die Fonds bestaan uit—

4.2.1 al die geld en bates wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Fonds staan;

4.2.2 alle bydraes wat ooreenkomstig klousule 8 van hierdie Ooreenkoms betaal is;

4.2.3 alle rente wat uit beleggings verkry word;

4.2.4 alle premies, donasies, bemakings of ander geld wat aan die Fonds betaal word.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(SOUTHERN AND WESTERN TRANVAAL)****HAIRDRESSING TRADE SICK PAY FUND****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 (Southern and Western Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Vereeniging.

1.2 The terms of this Agreement shall not apply to any person who is a minor for the duration of that minority and who is able to produce proof to the satisfaction of the Board of Management that he is entitled to medical benefits under a scheme providing medical benefits to his parent(s) or guardian.

2. PERIOD OF OPERATION OF THE 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 Labour Relations Act, 1956, and shall remain in force until 31 December, 1988, or for such period as the Minister may determine.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act or in the Main Agreement or in the Hairdressing Trade Sick Benefit Fund Agreement shall have the same meaning as in the Act or the Main Agreement or in the Hairdressing Trade Sick Benefit Fund Agreement, as the case may be. Any reference to an Act shall include any amendment to such Act, 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;

"Main Agreement" means the Agreement published under Government Notice R. 2513 of 13 November 1987 or any succeeding Agreement, and includes any amendment thereto or extension thereof;

"Hairdressing Trade Sick Benefit Fund Agreement" means the Agreement published under Government Notice R. 2513 of 13 November 1987 or any succeeding Agreement, and includes any amendment thereto or extension thereof.

4. CONTINUATION OF THE FUND

4.1 The Hairdressing Trade Sick Pay Fund (hereinafter referred to as the "Sick Pay Fund" or the "Fund"), established under Government Notice R. 2255 of 15 December 1970, is hereby continued.

4.2 The Fund shall consist of—

4.2.1 all moneys and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;

4.2.2 all contributions paid in accordance with clause 8 of this Agreement;

4.2.3 all interest from investment;

4.2.4 any premium, donations, bequests or other moneys paid to the Fund.

5. DOELSTELLINGS VAN DIE FONDS

Behoudens klousule 9, het die Fonds as doelstelling—

- 5.1 om siektebesoldigingsvoorrede in te stel, te organiseer en te verskaf vir die werkgewers en die werknemers in die Haarkappersbedryf gedurende afwesigheid van werk weens siekte, behalwe enige ongeskiktheid veroorsaak deur swangerskap of enige siekte hoegenaamd wat verwant is aan swangerskap;
- 5.2 om allerlei wettige handelinge, dade of dinge of funksies te verrig of uit te voer wat in verband staan met of bevorderlik is vir die bereiking van al bogenoemde doelstellings of enigen daarvan;

en vir die bereiking van hierdie doelstellings kan die Fonds geld ontvang deur betaling van premies, bydraes, donasies of andersins.

6. LIDMAATSKAP

6.1 Alle werkgewers moet lede van die Fonds wees, hetsy hulle werkende werkgewers is of nie, tensy hulle 'n maatskappy of beslote korporasie is.

6.2 Alle werknemers vir wie daar in die Hoofooreenkoms voorsiening gemaak word, moet lede van die Fonds wees.

6.3 Ander persone as dié in klousule 6.1 en 6.2 bedoel wat—

- 6.3.1 regstreeks of onregstreeks betrokke is by of in diens is in die Haarkappersbedryf;
- 6.3.2 werknemers is van die vakvereniging en die werkgewersorganisasie wat die partye by hierdie Ooreenkoms is;
- 6.3.3 werknemers is van enige nywerheidsraad vir die Haarkappersbedryf;
- 6.3.4 werknemers is van enige maatskappy of beslote korporasie aan wie die administrasie van die Bestuursraad en/of die Fonds deur die Nywerheidsraad opgedra is;

kan na goeëdunke van die Bestuursraad van die Siektebystandfonds en op sodanige bystandsvoorwaardes as wat die Bestuursraad geskik ag tot lidmaatskap van die Fonds toegelaat word.

6.4 Die registrasievorm vir lede van die Siektebystandfonds in klousule 6.6 van die Ooreenkoms vir Siektebystandfonds vir die Haarkappersbedryf bedoel, word geag die registrasiebesonderhede van elke lid van die Fonds te wees, behalwe dat afhanklikes vir die doelstellings van hierdie Ooreenkoms nie in aanmerking geneem word nie.

7. BEÏNDIGING VAN LIDMAATSKAP

7.1 Die Bestuursraad of 'n komitee wat sodanige bevoegdheid uitoefen as wat deur die Bestuursraad aan hom opgedra is, het die reg om die lidmaatskap van 'n lid wat dranksugtig, onmatige of onsedelike gewoontes het, te beëindig. Met dien verstande dat die besluite gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn. Die Bestuursraad het verder die reg om 'n lid se lidmaatskap te beëindig weens gedrag wat tot nadeel van die Fonds strek.

7.2 Die beëindiging van lidmaatskap ingevolge klousule 7.1 tree in werking met ingang van die datum waarop die sekretaris van die Fonds die betrokke lid skriftelik te dien effekte in kennis stel. Die Fonds moet eise om bystand wat tot op daardie datum opgeloop het, uitbetaal maar moet geen eis wat na die datum van sodanige kennisgewing ingedien word, oorweeg nie.

7.3 Daar kan na die Bestuursraad geappelleer word oor enige beslissing van 'n komitee van die Fonds ingevolge klousule 7.1. Die Bestuursraad moet die appél aanhoor en kan na goeëdunke ondersoek instel en getuienis aanhoor en tot 'n finale besluit geraak.

7.4 Lidmaatskap van die Fonds eindig—

- 7.4.1 sodra 'n lid nie meer in diens staan van en/of betrokke is by die Haarkappersbedryf nie: Met dien verstande dat 'n lid wat bydraes gemaak het vir drie agtereenvolgende maande net voordat hy (sy) werk gestaak het, sonder betaling van bydraes geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand met ingang van die datum van beëindiging van diens in die Bedryf;
- 7.4.2 in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Haarkappersbedryf te werk nie;
- 7.4.3 ingeval die Fonds gelikwider word ingevolge klousule 15 van die Ooreenkoms vir die Siektebystandfonds vir die Haarkappersbedryf soos toegepas deur klousule 10 van hierdie Ooreenkoms.

5. OBJECTS OF THE FUND

Subject to the provisions of clause 9, the Fund shall have as its objects—

- 5.1 to establish, organise and provide sick pay benefits for the employers and the employees in the Hairdressing Trade during absence from work through sickness, except any incapacity arising from pregnancy or any sickness whatsoever related to pregnancy;
- 5.2 to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects or any of them;

for the attainment of which objects the Fund may receive moneys payable by premiums, contributions, donations or otherwise;

6. MEMBERSHIP

6.1 All employers shall be members of the Fund, whether working employers or not, unless they are a company or close corporation.

6.2 All employees for whom provision is made in the Main Agreement shall be members of the Fund.

6.3 Persons other than those referred to in clause 6.1 and 6.2 who are—

- 6.3.1 directly or indirectly engaged or employed in the Hairdressing Trade;
- 6.3.2 employees of the trade union and the employers' organisation which are the parties to this Agreement;
- 6.3.3 employees of any industrial council for the Hairdressing Trade;
- 6.3.4 employees of any company or close corporation to whom the administration of the Board of Management and/or the Fund may be delegated by the Council;

may be admitted to membership of the Fund at the discretion of the Board of Management of the Hairdressing Trade Sick Benefit Fund, and upon such terms as to benefits as to the Board may seem appropriate.

6.4 The form for registration of members of the Hairdressing Trade Sick Benefit Fund referred to in clause 6.6 of the Hairdressing Trade Sick Benefit Fund Agreement shall be deemed to be the registration particulars of every member of the Fund save that dependants shall be ignored for purposes of this Agreement.

7. TERMINATION OF MEMBERSHIP

7.1 The Board of Management or any committee exercising such powers delegated to it by the Board shall have the right to terminate the membership of a member who is of unsound, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner. The Board shall further have the right to expel any member from the Fund on the grounds of conduct prejudicial to the Fund.

7.2 Termination of membership in pursuance of clause 7.1 shall take effect from the date on which notification in writing to this effect is given by the secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim subsequent to the date of such notification shall be entertained.

7.3 There shall be a right of appeal to the Board of Management from any decision of a committee of the Fund pursuant to clause 7.1. The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

7.4 Membership of the Fund shall terminate—

- 7.4.1 directly a member ceases to be employed and/or engaged in the Hairdressing Trade: Provided that a member who has made contributions for three consecutive months immediately prior to so ceasing employment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of one calendar month from the date of termination of employment in the Trade;
- 7.4.2 in the case of all members who, after having received benefits in respect of any one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Hairdressing Trade;
- 7.4.3 in the event of liquidation of the Fund in terms of clause 15 of the Hairdressing Trade Sick Benefit Fund Agreement as applied by clause 10 of this Agreement.

7.5 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds en, indien lidmaatskap weer aan hom toegestaan word, word hy geag 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. BYDRAES

8.1 Van die loon van elke werknemer wat lid is van die vakvereniging wat 'n party is by hierdie Ooreenkoms, en wat nie uitgesluit of vrygestel is van lidmaatskap van die Fonds ingevolge hierdie Ooreenkoms nie, moet die werkgever vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, met inbegrip van 'n maand waartydens 'n werknemer met verlof met besoldiging is, bydraes tot hierdie Fonds aftrek ooreenkomstig die skaal uiteengesit in kolom 1 van klousule 8.3.

8.2 Elke werkgever wat 'n lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, en wat nie uitgesluit of vrygestel is van lidmaatskap van die Fonds ingevolge hierdie Ooreenkoms nie, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, met inbegrip van 'n maand waartydens sodanige werkgever met gewone of siekteverlof is, bydraes tot hierdie Fonds maak ooreenkomstig kolom 3 van klousule 8.3.

8.3 Lys van Bydraes

7.5 Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund, and, if readmitted to membership, shall be regarded as an entirely new member unless otherwise decided by the Board of Management.

8. CONTRIBUTIONS

8.1 From the wage of each employee who is a member of the trade union which is party to this Agreement, and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement the employer shall, as from the date of coming into operation of this Agreement, deduct each month, including any month during which an employee is on paid leave, contributions to this Fund in accordance with the scale set out in column 1 of clause 8.3.

8.2 Each employer who is a member of the employers' organisation which is party to this Agreement, and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave, contributions to this Fund in accordance with column 3 of clause 8.3.

Gelyste indiensneming	Kolom 1	Kolom 2	Kolom 3
	Werknemer se bydrae	Werkgever se bydrae	Werkgever se eie bydrae
	R	R	R
Werkende werkgever	—	—	5,40
Nie-werkende werkgever	—	—	5,40
Haarkapper, gekwalifiseer—			
eerste jaar na kwalifisering	3,60	1,80	—
daarna	4,80	2,40	—
Ontvangsdame/Telefoniste	3,40	1,70	—
Manikuris/Skoonheidskundige—			
eerste drie maande ondervinding	1,20	0,60	—
tweede drie maande ondervinding	1,50	0,75	—
derde drie maande ondervinding	1,90	0,95	—
daarna	3,40	1,70	—
Vakleerling—			
eerste jaar	1,20	0,60	—
tweede jaar	1,50	0,75	—
derde jaar	1,90	0,95	—
Leerlinghaarkapper—			
eerste jaar	1,45	0,70	—
tweede jaar	1,80	0,90	—
derde jaar	2,30	1,15	—
daarna	2,30	1,15	—
Houer van vaardigheidstifikaat	4,00	1,90	—
Sjampoeis	1,70	0,85	—
Algemene assistent	1,70	0,85	—

8.3 Schedule of contributions

Scheduled employment	Column 1	Column 2	Column 3
	Employer's contribution	Employer's contribution	Employee's own contribution
	R	R	R
Working employer	—	—	5,40
Non-working employer	—	—	5,40
Hairdresser, qualified—			
first year after qualifying	3,60	1,80	—
thereafter	4,80	2,40	—
Receptionist/Telephonist	3,40	1,70	—
Manicurist/Beautician—			
first three months' experience	1,20	0,60	—
second three months' experience	1,50	0,75	—
third three months' experience	1,90	0,95	—
Apprentice—			
first year	1,20	0,60	—
second year	1,50	0,75	—
third year	1,90	0,95	—

Scheduled employment	Column 1	Column 2	Column 3
	Employer's contribution	Employer's contribution	Employee's own contribution
	R	R	R
Trainee hairdresser—			
first year	1,45	0,70	—
second year	1,80	0,90	—
third year	2,30	1,15	—
thereafter	2,30	1,15	—
Holder of certificate of competency	4,00	1,90	—
Shampooist	1,70	0,85	—
General assistant	1,70	0,85	—

8.4 Bydraes ooreenkomstig klousule 8.3 kan van die besoldiging van vakleerlinge afgetrek word wanneer hulle skriftelik daarom aansoek doen: Met dien verstande dat sodanige vakleerlinge lede is van die vakvereniging wat 'n party by hierdie Ooreenkoms is.

8.5 Bydraes ooreenkomstig klousule 8.3 kan afgetrek word van die besoldiging van persone in klousule 6.3 bedoel indien hulle skriftelik daarom aansoek doen.

8.6 By die bedrae wat afgetrek word ingevolge klousule 8.1, 8.4 en 8.5, na gelang van die geval, gelees met Kolom 1 van klousule 8.3, moet die werkgever die bedrag voeg wat in Kolom 2 van klousule 8.3 uiteengesit word en die totale bedrag, met inbegrip van enige bedrag wat ingevolge klousule 8.2 vir elke maand betaal word aan die Nywerheidsraad stuur, tesame met 'n staat in sodanige vorm as wat van tyd tot tyd deur die Nywerheidsraad voorgeskryf word. Ondanks hierdie klousule, stel versuim aan die kant van die werkgever om die werknemers se bydraes af te trek, soos van hom vereis word, die werkgever nie vry van die verpligting om die toetale bedrag van die werknemers se bydraes en sy eie bydraes by die Nywerheidsraad in te dien nie.

8.7 Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die sewende dag van die maand wat onmiddellik daarop volg aan die Nywerheidsraad gestuur word.

8.8.1 Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die sewende dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ten volle deur die Nywerheidsraad ontvang word nie, moet die werkgever 'n boete betaal bereken teen 10 persent van die onbetaalde bedrag.

8.8.2 Indien aftrekking of bydraes wat van 'n persoon gemaak moet word meer as een maand agterstallig is, is sodanige persoon nie geregtig op enige bystand waarvoor hierin voorsiening gemaak word nie.

8.8.3 'n Werkgever wat bydraes ingevolge klousule 8.3, van die lone van 'n werknemer aftrek en versuim om dit binne die tydsbestek in klousule 8.8 beoog aan die Nywerheidsraad te betaal en as gevolg van sodanige versuim veroorsaak dat die werknemer nie geregtig is op bystand hierkragtens of ingevolge die Reëls van die Fonds nie, is persoonlik aanspreeklik vir die betaling aan sodanige werknemer van die bedrag waarvoor die Fonds aanspreeklik sou gewees het as die versuim nie plaasgevind het nie.

8.9 In die geval van weekliks besoldigde werknemers moet die weeklikse bydraes bereken word teen die koers van drie dertiendes van enige maandelikse bydrae in klousule 8.3 gespesifiseer.

9. BYSTAND

9.1. Behoudens die bepalings, voorwaardes en vereistes van die Reëls van die Fonds is 'n lid geregtig op siektebesoldiging vir 'n maksimum tydperk van twaalf weke in 'n bepaalde bystandsiklus van een kalenderjaar (d.w.s. vanaf 1 Januarie tot en met 31 Desember van dieselfde jaar) wat die maksimum perk, soos hierna uiteengesit, nie oorskry nie:

9.1.1 50 persent van die voorgeskrewe minimum loon vir sy klas werknemer vir die eerste week van enige siektetydperk;

9.1.2 die volle loon soos voorgeskryf in sy klas werknemer ten opsigte van enige siektetydperk wat langer as een week duur:

Met dien verstande dat 'n lid ten opsigte van afwesigheid van die werk weens siekte vir tydperk van twee dae of minder nie op die betaling van siektebesoldiging geregtig is nie.

9.2 Die Bestuursraad kan reëls opstel wat nie onbestaanbaar met die Wet en hierdie Ooreenkoms is nie waarby 'n bepaalde siekte uitgeskakel word as 'n siekte wat 'n lid ingevolge hierdie Ooreenkoms op bystand geregtig maak. Tot tyd en wyl sodanige reëls deur die Bestuursraad opgestel is, is die Fonds nie aanspreeklik vir die betaling van bystand vir 'n bepaalde siekte ten opsigte waarvan die Siektebystandfonds vir die Haarkappersbedryf nie geheel en al of gedeeltelik aanspreeklik sou wees vir die betaling van mediese koste in verband met sodanige siekte nie.

8.4 Contributions in accordance with clause 8.3 may be deducted from the wages of apprentices at their written request: Provided that such apprentices shall be members of the trade union which is a party to this Agreement.

8.5 Contributions in accordance with clause 8.3 may be deducted from the wages of persons referred to in clause 6.3 at their written request.

8.6 To the amounts deducted in terms of clauses 8.1, 8.4, and 8.5, as the case may be, read with Column 1 of clause 8.3, the employer shall add the amount set out in Column 2 of clause 8.3 and forward the total sum, including any amount paid in terms of clause 8.2 for each month to the Council, together with a statement in such form as may from time to time be prescribed by the Council. Notwithstanding the provisions of this clause, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

8.7 The amount payable each month in terms of this clause shall be forwarded to the Council by not later than the seventh day of the month immediately following.

8.8.1 If any amount which falls due in terms of this clause is not received in full by the Council by the seventh day of the month following the month for which the amount is payable, then the employer shall be liable to pay a penalty calculated at 10 percent of the amount which remains unpaid.

8.8.2 No person in respect of whom deductions or contributions are made shall be entitled to any of the benefits provided for herein if those deductions and contributions are more than one month in arrears.

8.8.3 Any employer who deducts contributions in terms of clause 8.3 from the wages of an employee and fails to remit them to the Council within the time limit contemplated by clause 8.8 shall, if as a result of such default an employee is not entitled to benefits hereunder or in terms of the Rules of the Fund, be personally liable to pay to such employee any amount for which the Fund would, but for such default, have been liable.

8.9 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirtieths of any monthly contribution specified in clause 8.3.

9. BENEFITS

9.1 Subject to the terms, conditions, provisions and requirements of the Rules of the Fund, a member shall be entitled to be paid sick pay for a maximum period of twelve weeks in any one benefit cycle of one calendar year (i.e. from 1 January to 31 December of the same year) not exceeding the maximum limits hereinafter stated:

9.1.1 50 per cent of the prescribed minimum wage for his class of employee for the first week of any period of sickness;

9.1.2 full wages as prescribed for his class of employee in respect of any period of sickness which exceeds one week:

Provided that a member shall not be entitled to payment of sick pay benefits in respect of absence from work due to sickness for periods of two days or less.

9.2 The Board may make rules not inconsistent with the Act and this Agreement excluding any illness as entitling a member to benefits in terms of this Agreement. Until such Rules shall have been made by the Board the Fund shall not be liable to pay benefits for any illness in respect of which the Hairdressing Trade Sick Benefit Fund would not be liable wholly or in part for payment of medical expenses connected with such illness.

9.3 'n Lid wat vir drie agtereenvolgende jaarlikse bystandsiklusse waartydens sy lidmaatskap deurlopend was, geen bystand hoegenaamd eis nie, is gedurende die jaarlikse bystandsiklus wat volg op die geen-eis-tydperk geregtig op betaling van bystand ten bedrae van 'n verdere 25 persent wat gevoeg word by die bedrae wat in klousule 9.2 gespesifiseer word.

9.4 Ondanks hierdie klousule is geen lid op bystand geregtig nie alvorens hy minstens drie agtereenvolgende maande tot die Fonds bygedra het. Waar 'n werknemer ophou om in die Haarkappersbedryf werksaam te wees, behalwe in die geval van werkloosheid ingevolge klousule 7.4, moet hy met die oog op kwalifisering vir bystand weer as lid van die Fonds geag word nadat hy minstens drie agtereenvolgende maande vanaf sy hertoetreding tot die Bedryf lid van die Fonds was. Klousule 9.4 is nie van toepassing nie op 'n lid wat weer bydraes begin betaal het na hertoetreding tot die bedryf.

9.5 Ondanks die Reëls van die Fonds kan die Bestuursraad na goeddunke *ex gratia*-betalings aan lede en/of hul afhanklikes maak, na gelang van die besondere omstandighede van elke geval.

9.6 'n Vakleerling wat nie lid van die Fonds is nie, 'n los werknemer, en enige ander werknemer wat van die Fonds uitgesluit is—

9.6.1 weens chroniese siekte;

9.6.2 om 'n ander goeie rede wat deur die Bestuursraad as afdoende erken word;

en wat weens ongeskiktheid van sy werk afwesig is, moet gedurende enige tydperk van 36 agtereenvolgende maande diens by dieselfde werkgever deur sodanige werkgever altesaam minstens 36 dae siekteverlof toegestaan word, en die werkgever moet die werknemer ten opsigte van die tydperk van afwesigheid ingevolge klousule 9.6 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het. Met dien verstande dat—

9.6.2.1 'n werknemer gedurende die eerste 12 maande diens nie geregtig is op siekteverlof met volle besoldiging teen 'n skaal van meer as een werksdag ten opsigte van elke voltooide maand diens nie;

9.6.2.2 'n werkgever as 'n opgeskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens klousule 9.6 deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word. Voorts met dien verstande dat, waar 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging kragtens klousule 9.6 ontvang het sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk in te dien.

9.7 Vir die toepassing van klousule 9.6—

9.7.1 omvat "diens" alle tydperke waarin 'n werknemer—

- (i) met jaarlikse verlof is; of
- (ii) met siekteverlof is; of
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (iv) militêre diens ingevolge die Verdedigingswet, 1957, verrig;

wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van (i), (ii) en (iii), plus tot vier maande van 'n tydperk van militêre diens wat in (iv) bedoel word en wat die werknemer in daardie jaar verrig het, en word alle aaneenlopende tydperke waartydens 'n werknemer onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever in diens was, vir die toepassing van klousule 9.6 geag diens te wees, en alle siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, moet vir die toepassing van klousule 9.6 geag word kragtens hierdie Ooreenkoms toegestaan te gewees het; en

9.7.2 beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is, siekte van watter aard ook al in verband met swangerskap en deelname aan gevaarlike en/of professionele sport. Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941 (Wet 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

9.3 A member who claims no benefits whatever for three successive annual benefit cycles during which his membership was continuous, shall be entitled to payment of benefits during the annual benefit cycle succeeding the claim-free period to the extent of a further 25 per cent added to the limits specified in clause 9.2.

9.4 Notwithstanding the provision of this clause, no member shall be entitled to benefits until he has been a member of the Fund for at least 3 consecutive months. Where a member ceases to be employed in the Hair-dressing Trade, other than in the case of unemployment in terms of clause 7.4, his membership of the Fund for purposes of qualification for benefits shall be deemed to recommence after he has been a member of the Fund for at least three consecutive months from his date of re-employment in the Trade. Clause 9.4 shall not apply to a member who re-commences contributions on re-employment in the Industry.

9.5 The Board of Management, in its entire discretion, notwithstanding the provisions of the Rules, may make *ex gratia* payments to members and/or their dependants, depending on the special circumstances of each case.

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

9.6.1 chronic sickness;

9.6.2 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 the employer shall pay such employee in respect of the period of absence in terms of clause 9.6 an amount of not less than the wage he would have received had he worked during such period: Provided that—

9.6.2.1 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;

9.6.2.2 an employer may, as a condition precedent to the payment by him of any amount claimed in terms of clause 9.6 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 further than when an employee has during any period up to eight weeks received payment in terms of clause 9.6 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.

9.7 For the purposes of clause 9.6—

9.7.1 "employment" includes any period during which an employee—

- (i) is on annual leave; 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 doing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of (i), (ii) and (iii), plus up to four months of any period of military service referred to in (iv) rendered in that year, 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 purpose of clause 9.6 be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall for the purpose of clause 9.6 be deemed to have been granted under this Agreement; and

9.7.2 "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct, sickness whatsoever related to pregnancy and participation in hazardous and/or professional sports: 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 only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

9.8 Nieteenstaande die uitsondering genoem in klousule 5.1 van hierdie ooreenkoms, maar onderworpe aan die Reëls van die Fonds, sal enige vrou wat 'n lid van die Fonds is en 'n lid van die Siektebystandsfonds is geregtig wees op betaling van haar bydraes tot die Siektebystandsfonds vir die Haarkappersbedryf, beide die X- en Y-bydraes deur die Fonds vir 'n maksimum tydperk van drie kalender maande terwyl sy met kraamverlof is: Met dien verstande dat bewys van haar swangerskap tot die tevredenheid van die Bestuursraad gelewer is.

9.9 Onderworpe aan die bepalings van klousule 9.2 van hierdie ooreenkoms mag die Bestuursraad, indien 'n lid permanent ongeskik is as gevolg van swak gesondheid en onderworpe aan sodanige voorwaardes as wat die Bestuursraad in die algemeen mag voorskryf of in enige spesifieke geval, die tydperk van voordele gemeld in klousule 9.1 verleng, maar sodat die maksimum tydperk van voordele betaalbaar ingevolge hierdie subklousule nie twee jaar sal oorskry nie.

9.10 By die dood van enige lid van die Fonds wat ook 'n lid van die Siektebystandsfonds vir die Haarkappersbedryf is, moet die Fonds 'n bedrag van R2 000 aan daardie lid se naasbestaandes as 'n afsterfbystand betaal. Die Bestuursraad moet in sy absolute diskresie besluit of die oorledene naasbestaandes het en of aan welke naasbestaande en in watter dele dié voordeel betaal moet word. Die Bestuursraad mag in plaas daarvan om die voordeel aan die oorledene se naasbestaandes te betaal, die begrafnis-onkoste van die oorledene te betaal. Indien geen eis deur 'n naasbestaande binne 12 maande vanaf die dood van 'n lid gemaak is nie sal die voordeel verbeur word ten gunste van die Fonds.

9.11 'n Lid sal nie op voordele ingevolge hierdie klousule geregtig wees nie gedurende enige tydperk waartydens hy nie die bepalings van die Hoof-ooreenkoms, hierdie ooreenkoms, van die Siektebystandsfonds vir die Haarkappersbedryfooreenkoms nakom nie.

9.12 Die Bestuursraad is geregtig om skuldvergelyking toe te pas teen enige voordeel verskuldig aan 'n lid ingevolge hierdie klousule in dié mate as wat die lid verskuldig mag wees aan die Raad en/of die Fonds en/of die Siektebystandsfonds vir die Haarkappersbedryf en geregtig wees om sodanige bedrag in die Fonds te behou of die bedrag aan die Raad of die Siektebystandsfonds vir die Haarkappersbedryf, wat die geval mag wees, te betaal.

9.13 Die Bestuursraad mag in sy absolute diskresie en sonder om enige rede daarvoor te verstrek van enige lid van die Fonds vereis om sodanige mediese ondersoek te ondergaan as wat dit mag voorskryf ten opsigte van enige voordeel betaal deur of geëis van die Fonds. Indien 'n lid van wie vereis word om 'n mediese ondersoek te ondergaan, versuim, weier of nalaat om die ondersoek te ondergaan, sal hy nie geregtig wees op enige verdere voordele ingevolge hierdie klousule totdat hy die mediese ondersoek ondergaan het.

10. ALGEMENE BEPALINGS

Klousules 11 tot en met 19 van die Ooreenkoms vir die Siektebystandsfonds vir die Haarkappersbedryf, is *mutatis mutandis* van toepassing op hierdie Ooreenkoms.

Namens die partye op hede die 4de dag van Augustus 1986 te Johannesburg onderteken.

B. D. MARTIN,

Voorsitter van die Nywerheidsraad.

J. DANIEL,

Ondervoorsitter van die Nywerheidsraad.

J. A. MARTIN,

Sekretaris van die Nywerheidsraad.

9.8 Notwithstanding the exception referred to in clause 5.1 of this agreement, but subject to the Rules of the Fund, any woman who is a member of the Fund shall be entitled, if she is also a member of the Hairdressing Trade Sick Benefit Fund, to payment of her contributions to the Hairdressing Trade Sick Benefit Fund both as to the X and Y contributions by the Fund for a period not exceeding three calendar months during which she is on maternity leave: Provided that proof of her pregnancy to the satisfaction of the Board of Management has been adduced by her.

9.9 Subject to the provisions of clause 9.2 of this agreement the Board of Management may, if a member is permanently disabled as a result of ill health, and on such conditions as the Board of Management may prescribe generally or in any specific case, extend the period of benefits referred to in clause 9.1 but so that the maximum period of benefits payable in terms of this subclause shall not exceed two years.

9.10 Upon the death of any member of the Fund who is also a member of the Hairdressing Trade Sick Benefit Fund, the Fund shall pay to that member's next of kin a death grant of R2 000. The Board of Management in its absolute discretion shall decide whether the deceased left next of kin and/or to which next of kin and in what proportions this benefit shall be paid. The Board of Management may, in lieu of paying this benefit to the deceased's next of kin, pay the funeral expenses of the deceased. If no claim is made by a next of kin within 12 months of the death of a member, the grant shall be forfeited to the Fund.

9.11 A member shall not be entitled to benefits in terms of this clause for any period during which, he is not in compliance with the provisions of the Main Agreement, this agreement or the Hairdressing Trade Sick Benefit Fund Agreement.

9.12 The Board of Management shall be entitled to set off against any benefit owing to a member in terms of this clause any such amount as may be owed by the member to the Council and/or to the Fund and/or to the Hairdressing Trade Sick Benefit Fund and shall be entitled to retain such amount in the Fund or pay the amount to the Council or the Hairdressing Trade Sick Benefit Fund as the case may be.

9.13 The Board of Management may in its absolute discretion and without assigning any reason therefor require any member of the Fund to undergo such medical examination as it may prescribe in respect of any benefit paid or claimed by or against the Fund. If a member who is required to undergo the examination, such member shall not be entitled to any further benefits in terms of this clause until he has submitted to the said examination.

10. GENERAL PROVISIONS

The provisions of clauses 11 to 19 inclusive of the Hairdressing Trade Sick Benefit Fund Agreement shall *mutatis mutandis* apply to this Agreement.

Signed at Johannesburg on behalf of the parties this 4th day of August 1986.

B. D. MARTIN,

Chairman of the Council.

J. DANIEL,

Vice-Chairman of the Council.

J. A. MARTIN,

Secretary of the Council.

Help om ons land, Suid-Afrika, skoon te hou!

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Help om ons land, Suid-Afrika,
skoon te hou!



Please keep our country, South
Africa, clean!

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