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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1027.] [15 May 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, DURBAN.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive), 18 and 20 to 25 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the municipal area of Durban; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Durban and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in Clauses 3 to 15 (inclusive), 18 and 20 to 25 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWING.

Die volgende Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1027.] [15 Mei 1953.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, DURBAN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheidsversoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Haarkappersbedryf betrekking het, van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 15, 18 en 20 tot en met 25 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde Maandag eindig bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Durban; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 15, 18 en 20 tot en met 25 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde tweede Maandag eindig, in die munisipale gebied Durban *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, DURBAN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Durban Hairdressing Employers' Organization

(hereinafter referred to as the "Employers" or "Employers' Organisation"), of the one part; and the

S.A. Hairdressers' Employees' Industrial Union
(Natal Branch)

(hereinafter referred to as the "Employees" or "Trade Union") of the other part;

being the parties to the Industrial Council for the Hairdressing Trade (Durban.)

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the municipal area of Durban by all employers and employees who are members of the employers' organisation and the trade union respectively; provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for a period of two years from the date of publication hereof, or for such other period as the Minister may determine.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, No. 36 of 1937;
"Agreement" means an agreement published and made binding on employers and employees in the Hairdressing Trade in accordance with the provisions of the Industrial Conciliation Act, 1937;

"apprentice" means an employee serving under a written contract of apprenticeship; registered under the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944, as amended;

"casual employee" means a hairdresser who is employed by a particular employer for not more than two consecutive days in any one week;

"clerk" means an employee employed solely or mainly on keeping accounts and records or any other form of clerical work including typing;

"Council" means the Industrial Council for the Hairdressing Trade, Durban, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed in terms of section two of the Industrial Conciliation Act of 1937, to have been registered in terms of section nineteen thereof;

"counter-hand" means an employee employed solely or mainly in receiving or handling cash in connection with toilet services and/or counter sales;

"determination" means a determination made and published in accordance with the provisions of the wage Act, 1925, as amended, and of the Wage Act, 1937;

"establishment" means any premises in which toilet services are rendered to Europeans;

"experience"—

(a) in relation to a clerk or counter-hand means the total period or periods of employment which an employee has had as a clerk or counter-hand either prior or subsequent to the date on which this Agreement came into operation;

(b) in relation to all other employees, the total period or periods of service the employee has had in the Hairdressing Trade, in the occupation in which he is employed;

"general assistant" means an employee employed in cleaning and/or sweeping of premises and washing of utensils and/or toilet requisites;

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

"hairdresser" means an employee other than a minor referred to in section 4 (1) (c) or an Apprentice indentured under the Apprenticeship Act, 1944, who performs any one or more of the operations as defined under toilet services in these definitions;

"hairdresser" (qualified) means an employee who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944; or

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
DURBAN.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, aangegaan deur die

„Durban Hairdressing Employers' Organization”

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

„S.A. Hairdressers' Employees' Industrial Union
(Durban Branch)”

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

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

1. TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet in die Haarkappersbedryf in die munisipale gebied Durban nagekom word deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, met dien verstande dat dit slegs op vakleerlinge van toepassing is vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak of voorwaardes wat daarvolgens aangegaan is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel, en bly van krag vir twee jaar na publikasie hiervan, of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Uitdrukkings in hierdie Ooreenkoms wat in die Wet bepaal is, het dieselfde betekenis as in die Wet; verwysings na 'n wet of ordonnansie sluit wysigings daarvan in; en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;

„Ooreenkoms”, 'n ooreenkoms wat kragtens die Nywerheid-versoeningswet, 1937, gepubliseer en bindend gemaak is op werkgewers en werknemers in die Haarkappersbedryf;

„vakleerling”, 'n werknemer wat kragtens 'n skriftelike leerlingkontrak, geregistreer ingevolge die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, soos gewysig, in diens is;

„los werknemer”, 'n haarkapper, wat hoogstens twee agtereenvolgende dae in 'n week by 'n bepaalde werkgever in diens is;

„klerk”, 'n werknemer wat uitsluitlik of hoofsaaklik rekenings byhou en aantekeninge hou en ander soorte klerklike werk, met inbegrip van tikwerk, verrig;

„raad”, die Nywerheidsraad vir die Haarkappersbedryf, Durban, geregistreer ooreenkomstig artikel twee van die Nijverheid Verzoeningswet, 1924, en kragtens artikel twee van die Nywerheid-versoeningswet, 1937, beskou as geregistreer ooreenkomstig artikel neëntien daarvan;

„ooreenkomstig artikel neëntien daarvan”, 'n werknemer wie se werk uitsluitlik of hoofsaaklik bestaan uit die ontvang en hanteer van kontant vir toilet dienste en/of toonbankverkope;

„vaststelling”, 'n vaststelling wat gemaak en gepubliseer is kragtens die Loonwet, 1925, soos gewysig, en die Loonwet, 1937;

„inrigting”, 'n perseel waarin toilet dienste aan blankes verleen word;

„ervaring”—

(a) met betrekking tot 'n klerk of toonbankbediende, die totale tydperk of tydperke diens as klerk of toonbankbediende voor of na die inwerkingtreding van hierdie Ooreenkoms;

(b) met betrekking tot ander werknemers, die totale tydperk of tydperke diens in die Haarkappersbedryf in die vak waarin hy in diens is;

„algemene hulp”, 'n werknemer wat persele skoonmaak en/of skoonvee en gerei en/of toiletbenodigdhede was;

„mansafdeling”, die afdeling van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf aan manlike persone verleen word;

„haarkapper”, 'n werknemer, buiten 'n minderjarige wat in klousule 4 (1) (c) genoem word of 'n vakleerling wat kragtens die Wet op Vakleerlinge, 1944, ingeboek is, wat een of meer van die werksaamhede verrig wat in hierdie woordbepalings as toilet dienste omskryf word;

„haarkapper (gekwalfiseer)” 'n werknemer wat—

(a) 'n leerkontrak kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, gedien het; of

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trades in cutting, marcel-waving and/or setting, bleaching and/or postiche work, dyeing and spiral and croquignole permanent waving, trichological treatments and manicuring; and in the gentlemen's trade cutting, shaving, shampooing (dry and oil), trichological treatments and razor setting; or

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

"Hairdressing Trade" or "Trade" means the trade carried on in an establishment;

"ladies' section" or "trade" means that section of the Hairdressing Trade in which toilet services are rendered to female persons;

"lift attendant" means an employee engaged wholly or mainly for the operation of a passenger lift;

"minor" means an employee under the age of twenty-one years employed in a trade designated under the Apprenticeship Acts, 1922 and 1944, as amended, during the usual probationary period during which he may be so employed without a contract of apprenticeship;

"posticheure" (wig maker) means a male or female employee employed solely or mainly in making wigs, transformations, switches, and all other classes of hairwork;

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

"qualified" means—

(a) in relation to a male clerk or counter-hand, a male employee, so employed who has had not less than five years' experience;

(b) in relation to a female clerk or counter-hand a female employee so employed who has had not less than four years' experience;

"receptionist and/or telephonist" means a female employee engaged mainly for the purpose of receiving clients and/or booking appointments by telephone or otherwise, and/or keeping accounts and records or any form of clerical work, in addition to handling cash and effecting counter sales;

"toilet services" means—

(a) ladies' trade—

the operation in shampooing, haircutting, singeing, massaging (head and face), waving (permanent) (Marcel) and setting, hair-dyeing, tinting, manicuring, eyebrow plucking, boardwork and trichological treatment;

(b) gentlemen's trade—

haircutting, shaving, shampooing, singeing, massaging (head or face) and trichological treatment;

"unqualified" means not qualified;

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

4. WAGES.

(1) Subject to the provisions of sub-sections (2) and (3) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per Week.
£ s. d.	
(a) Gentlemen's section.	
(i) Hairdresser, male or female	8 5 0
(ii) Casual employees: 4s. per hour with a minimum of 30s. per day except on Fridays and Saturdays, and for work performed on either or both of these two days the employees shall be paid at least £3. 10s.	

	Per Week.	Per Month.
£ s. d.	£ s. d.	£ s. d.
(b) Ladies' section.		
(i) Hairdresser or posticheure, male	7 10 0	32 10 0
(ii) Hairdresser or posticheure, female	4 17 6	21 2 6

(c) Gentlemen's and/or ladies' section.

(i) Minor: First six months (one pound) per week or as laid down in the Apprenticeship Act 1944, or as amended. 1 0 0

(d) Clerk or counter-hand—

Male employees, qualified 5 8 7 23 10 0

(b) deur 'n eksamen of andersins aan die Raad bewys kan lewer van sy bekwaamheid in die damesafdeling in knip, marcel-kartel en/of set, bleik en/of pruikwerk, verf en „spiraal” en „croquignole” permanente kartel, trigologiese behandeling en manikuur, en in die mansafdeling in sny, skeer, harewas (droog en olie), trigologiese behandeling en skeermesse aansit; of

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

„Haarkappersbedryf” of „bedryf”, die bedryf wat in 'n inrigting uitgeoefen word;

„damesafdeling” of „-bedryf”, die afdeling van die kappersbedryf waarin toiledienste aan vroulike persone verleen word;

„hyserbediende”, 'n werknemer wat voltyds of hoofsaaklik 'n personehyser bedien;

„minderjarige”, 'n werknemer onder die ouderdom van 21 jaar wat in 'n bedryf wat kragtens die Vakleerlingen Wet, 1922, en die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is, in diens is gedurende die proeftydperk waarvoor hy sonder 'n leerlingkontrak in diens mag wees;

„pruikwerk” (pruikmaker), 'n manlike of vroulike werknemer wat uitsluitlik pruie, transformasies, verwisselings en alle ander soorte haarwerk maak;

„premie”, sonder om die gewone betekenis van die woord enigsnis te beperk, vergoeding van watter aard ook al wat in ruil vir die opleiding van 'n werknemer of persoon in een van of in beide die afdelings van die kappersbedryf gegee word;

„gekwalifiseer” —

(a) met betrekking tot 'n manlike klerk of toonbankbediende, 'n manlike werknemer wat aldus in diens is en minstens vyf jaar ervaring het;

(b) met betrekking tot 'n vroulike klerk of toonbankbediende, 'n vroulike werknemer wat aldus in diens is en minstens vier jaar ervaring het;

„ontvangklerk en/of telefonis”, 'n vroulike werknemer wie se werk hoofsaaklik bestaan uit die ontvang van klante en/of maak van afsprake oor die telefoon, of andersins, en/of rekenings byhou en aantekenings hou, of ander vorms van klerklike werk bo en behalwe die hanteer van kontant en oor die toonbank verkoop;

„toiledienste” —

(a) damesafdeling—

hare was, knip en skroei, masseer (kop of gesig), kartel (permanent of marcel), en set, hare verf of kleur, manikuur, winkbroue pluk, bordwerk en trigologiese behandeling;

(b) mansafdeling—

hare knip, skeer, hare was, skroei, masseer (kop of gesig) en trigologiese behandeling;

„ongekwalifiseer” nie gekwalifiseer nie;

„werkende werkgewer” 'n werkgewer of 'n vennoot in 'n vennootskap, wat self werk soos dié wat deur enigeen van sy werknemers gedoen word, verrig.

4. LONE.

(1) Behoudens soos bepaal in subklousules (2) en (3) van hierdie klousule, mag geen lone, teen laer skale as die onderstaande deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Per week.
£ s. d.	
(a) Mansafdeling.	
(i) Haarkapper, manlik of vroulik	8 5 0
(ii) Los werknemers: 4s. per uur met 'n minimum van 30s. per dag, behalwe op Vrydag en Saterdag, en vir werk wat op een of beide van daardie dae verrig word, moet die werknemers minstens £3. 10s. betaal word.	

	Per Week.	Per maand.
£ s. d.	£ s. d.	£ s. d.
(b) Damesafdeling.		
(i) Haarkapper of pruikmaker, manlik	7 10 0	32 10 0
(ii) Haarkapper of pruikmaker, vroulik	4 17 6	21 2 6

(c) Mans- en/of damesafdeling.

(i) Minderjarige, eerste ses maande £1 per week of soos deur die Wet op Vakleerlinge, 1944, soos gewysig.

(d) Klerk of toonbankbediende—

Manlike werknemers: gekwalifiseer 5 8 7 23 10 0

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Male employees, unqualified—						
during first year's experience	1	12	4	7	0	0
during second year's experience	2	6	2	10	0	0
during third year's experience	3	1	3	13	5	0
during fourth year's experience	3	16	2	16	10	0
during fifth year's experience	4	12	4	20	0	0
Female employees, qualified	3	2	4	13	10	0
Female employees, unqualified—						
during first year's experience	1	12	4	7	0	0
during second year's experience	1	16	11	8	0	0
during third year's experience	2	3	10	9	10	0
during fourth year's experience	2	13	1	11	10	0

(e) General assistant—

Male or female of the age of 18 years and over	1	12	6	7	0	10
Under 18 years of age	1	2	6	4	17	6
(f) Lift attendant	2	2	6	9	4	2
(g) Receptionist and/or telephonist	3	9	3	15	0	0
during first year's experience	1	12	4	7	0	0
during second year's experience	1	16	11	8	0	0
during third year's experience	2	3	10	9	10	0
during fourth year's experience	2	13	1	11	10	0

(2) An employer shall pay to an employee who in any one week performs work in both the gentlemen's and ladies' sections, wages in respect of that whole week calculated at the highest wage rate prescribed in sub-section (1) for any of the work performed by him.

(3) An employer shall pay to every employee in his service who performs toilet services [other than a learner of whom notice has been given to the Council in terms of section 6 (1) of this Agreement or an apprentice or a minor] not less than the minimum wage prescribed for a hairdresser performing similar toilet services.

(4) An employer or employee shall not accept a premium for the training of any person as a hairdresser.

(5) Any employee who on the pay-day immediately preceding the date on which this Agreement comes into operation, was in receipt of a wage higher than that prescribed in sub-section (1), shall continue to be paid at the higher rate while in the service of the same employer in the same occupation.

(6) *Cost of Living Allowance.*—Every employer shall, during the currency of War Measure No. 43, as amended in addition to the wages prescribed in this section, on each pay-day, pay to the employees cost of living allowance at the rates specified under War Measure No. 43 of 1942, as amended from time to time.

(7) For the purpose of this Agreement the wages shall not include commission.

5. PAYMENT OF EARNINGS.

(1) Except in the case of casual employees, wages of employees for whom weekly wages only are prescribed in section 4, shall be paid in cash weekly, and of those for whom both weekly and monthly wages are prescribed in section 4, either weekly or monthly, at the place where the employee is actually engaged or employed at the time of payment, provided that if the contract of service of an employee is terminated before the usual pay-day, wages and payments due in terms of this Agreement shall be paid immediately on such termination.

Casual employees shall be paid immediately on the termination of their employment.

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

(a) Save as provided in section 9 where the employee absents himself from work a pro rata amount for the period of such absence.

(b) Contributions to Council funds, in terms of section 14 of this Agreement.

(c) Every employer shall by the authority of this Agreement, deduct from the weekly or monthly wages of his employees affected by this Agreement, the amount of subscriptions payable to the trade union, and/or any sick benefit or unemployment scheme approved of or put into operation by the Industrial Council, and shall forward particulars on the form prescribed in Annexure A hereto, together with the amount thus deducted to the Secretary of the Industrial Council, P.O. Box 2272, Durban, not later than the 7th day of each and every month of the year.

(d) Every employer who is a member of the Durban Hairdressing Employers' Organization shall likewise forward to the Secretary of the Council, P.O. Box 2272, Durban, not later than the 7th day of the month following the date of his annual subscriptions falling due, the amount of same on the form prescribed in Annexure A hereto.

(e) Any amount paid by an employer compelled by law, ordinance, or legal process, to make payment on behalf of an employee.

(f) When a general assistant has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Board	0	3	0	0	13	0
Lodging	0	2	0	0	8	8
Board and lodging	0	5	0	1	1	8

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Manlike werknemers, ongekwalifiseer—						
gedurende eerste jaar ervaring	1	12	4	7	0	0
gedurende tweede jaar ervaring	2	6	2	10	0	0
gedurende derde jaar ervaring	3	1	3	13	5	0
gedurende vierde jaar ervaring	3	16	2	16	10	0
gedurende vyfde jaar ervaring	4	12	4	20	0	0

Vroulike werknemers, gekwalifiseer	3	2	4	13	10	0
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Vroulike werknemers, ongekwalifiseer—						
gedurende eerste jaar ervaring	1	12	4	7	0	0
gedurende tweede jaar ervaring	1	16	11	8	0	0
gedurende derde jaar ervaring	2	3	10	9	10	0
gedurende vierde jaar ervaring	2	13	1	11	10	0

(e) Algemene hulp—

Manlik of vroulik, van 18 jaar en ouer	1	12	6	7	0	10
Onder 18 jaar	1	2	6	4	17	6
(f) Hyserbedende	2	2	6	9	4	2
(g) Ontvangklerek en/of telefonis	3	9	3	15	0	0
gedurende eerste jaar ervaring	1	12	4	7	0	0
gedurende tweede jaar ervaring	1	16	11	8	0	0
gedurende derde jaar ervaring	2	3	10	9	10	0
gedurende vierde jaar ervaring	2	13	1	11	10	0

(2) 'n Werkgewer moet 'n werknemer wat in 'n week in beide die mansafdeling en damesafdeling werk, ten opsigte van die hele week betaal teen die hoogste loonskaal wat in subklousule (1) voorgeskryf word vir al die werk wat hy verrig het.

(3) 'n Werkgewer moet aan elke werknemer in sy diens wat toilet dienste verrig [behalwe 'n leerling van wie kragtens klousule 6 (1) van hierdie Ooreenkoms kennis aan die Raad gegee is, of 'n vakleerling of minderjarige] minstens die minimum loon betaal soos vir 'n haarkapper wat soortgelyke toilet dienste verrig, voorgeskryf word.

(4) 'n Werkgewer of werknemer mag geen premie vir die opleiding van 'n persoon as kapper aanneem nie.

(5) 'n Werknemer wat op die betaaldag onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as wat in subklousule (1) voorgeskryf word, moet verder gedurende die tyd wat hy by dieselfde werkgewer in dieselfde vak in diens bly, teen die hoër skaal betaal word.

(6) *Lewenskostetoelae.*—Elke werkgewer moet gedurende die geldigheid van Oorlogsmaatreël No. 43, soos gewysig, bewoens die lone soos in hierdie klousule voorgeskryf, op elke betaaldag aan die werknemers 'n lewenskostetoelae betaal teen die skale soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(7) Vir die toepassing van hierdie Ooreenkoms is kommissie nie by lone inbegrepe nie.

5. BETALING VAN VERDIENSTE.

(1) Behalwe in die geval van los werknemers moet lone van werknemers vir wie slegs weeklone in klousule 4 voorgeskryf word, weekliks, en van dié vir wie in klousule 4 beide week- en maandlone voorgeskryf word, of weekliks of maandeliks kontant betaal word op die plek waar die werknemer op die tyd stip van betaling werklik in diens is, met dien verstande dat as die dienskontrak van 'n werknemer eindig voor die gewone betaaldag, die lone en betalings wat kragtens hierdie Ooreenkoms verskuldig is, onmiddellik by beëindiging betaal word.

Los werknemers moet onmiddellik by diensbeëindiging betaal word.

(2) Geen kortings van watter aard ook al, behalwe die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie:—

(a) Behoudens soos in klousule 9 bepaal, as die werknemer uit eie beweging van die werk wegby, 'n pro rata bedrag vir die tydperk van afwesigheid.

(b) Bydraes aan die Raadsfonds kragtens klousule 14 van hierdie Ooreenkoms.

(c) Elke werkgewer moet kragtens die bevoegdheid deur hierdie Ooreenkoms verleen, van die weekloon of maandloon van sy werknemers wat onder hierdie Ooreenkoms val, die bydraes aftrek wat betaalbaar is aan die vakunie en/of 'n siektebystandfonds of werkloosheidskema wat deur die Nywerheidsraad goedgekeur of in werking gestel word, en moet op die vorm, wat in Aanhangsel A hiervan voorgeskryf word, die besonderhede saam met die bedrag wat afgetrek is voor of op die 7de dag van elke maand aan die Sekretaris van die Nywerheidsraad, Posbus 2272, Durban, stuur.

(d) Elke werkgewer wat lid van die „Durban Hairdressing Employers' Organization" is moet ook voor of op die 7de dag van die maand wat volg op die datum waarop sy jaarlikse bydraes verskuldig is, die bedrag daarvan op die vorm soos in Aanhangsel A hiervan voorgeskryf, aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur.

(e) Bedrae wat deur die werkgewer betaal is en wat hy kragtens wet, ordonnansie of regsgeeding verplig is om ten behoeve van 'n werknemer te betaal.

(f) As 'n algemene hulp toegestem het om kos en/of huisvesting van sy werkgewer aan te neem, 'n korting van hoogstens ondergenoemde bedrae:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Kos	0	3	0	0	13	0
Huisvesting	0	2	0	0	8	8
Kos en huisvesting	0	5	0	1	1	8

(3) The remuneration due to an employee shall be placed in a sealed envelope upon which shall be inscribed the full name of the employee, the period in respect of which the particular payment is made, the amount contained in the envelope and full particulars regarding the wages, commission, bonus, cost of living allowance and any other amounts due and any deductions made in terms of this Agreement: Provided that the particulars regarding the amounts due and the deductions made may be set forth in a statement to be issued to the employee simultaneously with the envelope containing his remuneration.

6. CLASSIFICATION OF EMPLOYEES.

An employer shall not, after the coming into operation of this Agreement, engage a learner without the permission of the Industrial Council in writing first having been obtained.

7. HOURS OF WORK.

(1) (a) Subject to the provisions of paragraph (b) hereof, and of clause 8 employees, excepting general assistants referred to in sub-clause (e), shall not be employed, and establishments shall not be open except during the following hours:—

Mondays to Fridays: 8.30 a.m. to 5.30 p.m.
Saturdays: 8.30 a.m. to 1 p.m.

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

(c) Establishments must close on all public holidays and Sundays.

(d) Subject to the provision of clause 8 no employer or employee shall undertake any hairdressing work for gain outside the hours as laid down in paragraph (a).

(e) General assistants shall not work more than eight hours a day on Mondays to Fridays inclusive and 4½ hours on Saturdays, with a spreadover of ten and a half hours excluding Saturdays.

(f) General assistants shall not be required to work after 1 p.m. on Saturdays.

(2) (i) All working employers engaged in the Hairdressing Trade shall observe the working hours prescribed in this clause.

(ii) All employees shall be allowed a break of at least one hour for a meal between the hours of 11.30 a.m. to 2.30 p.m. on all working days, except on the days on which in terms of the Shop Hours Ordinance the proprietor is required to close his establishment for the weekly half-day holiday: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an 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.

(iii) No employee shall be required to work more than 44½ hours per week.

8. OVERTIME.

(1) All time worked in excess of the number of hours prescribed in section 7 (1) shall be deemed to be overtime.

(2) Limitation of Overtime.—The employer shall not require or permit his employee to work overtime for more than—

(i) 20 minutes in any day, or

(ii) 1½ hours in the aggregate in any one week.

Provided that the doors of the establishments shall not be kept open after the hours specified in clause 7 (1) (a) and that no toilet requisites shall be sold after those hours.

(3) Payment of Overtime.—An employer shall pay an employee in respect of each hour overtime worked by him remuneration at a rate of not less than one-and-one-third times his ordinary hourly wage. For the purpose of this clause the ordinary hourly wage of an employee shall mean his ordinary weekly wage divided by 44½ and in the case of a monthly paid employee his ordinary weekly wage shall be ascertained by dividing his ordinary monthly wage by four-and-one-third.

9. ANNUAL LEAVE, SICK LEAVE AND PAYMENT.

(1) All employees, except casual employees, shall be granted leave on full pay on all public holidays and on the Saturday following Good Friday and Christmas Day, should Christmas Day fall on a Thursday.

(2) In addition to the holiday referred to in sub-section (1) each employee, except casual employees, shall be granted in each year of his service with the same employer eighteen consecutive working days' leave of absence on full pay.

In the event of a statutory public holiday falling within a period of annual leave, one additional day on full pay for each statutory holiday shall be added to the period of leave.

(3) Such leave shall be taken at a time to be mutually arranged between the employer and the employee, but shall in any case be granted by the employer and taken by the employee so as to commence within two months of its falling due.

(4) When the service of an employee is terminated before the completion of a year's service, the employer shall, for and in lieu of leave, pay to the employee an amount at the rate of 1½ days for each month of service; provided that if he has worked thirteen (13) or more working days in the month, it shall be considered as a full month, and he shall be entitled to one and a half (1½) days for that period.

(3) 'n Werknemer se besoldiging moet aan hom oorhandig word in 'n verseelde koevert met vermelding daarop van sy volle naam, die tydperk ten opsigte waarvan betaling gedoen word, die bedrag in die koevert en volle besonderhede aangaande die loon, kommissie, bonus, lewenskostetoelae en ander verskuldigde bedrae, asook aftrekkings kragtens hierdie Ooreenkoms; met dien verstande dat besonderhede oor die verskuldigde bedrae en die aftrekkings uiteengesit kan word op 'n staat wat saam met sy loonkoevert aan die werknemer oorhandig word.

6. INDELING VAN WERKNEMERS.

Na die inwerkingtreding van hierdie Ooreenkoms mag geen werkgewer 'n leerling sonder voorafgaande skriftelike toestemming van die Nywerheidsraad in diens neem nie.

7. WERKURE.

(1) (a) Behoudens die bepalings van paragraaf (b) en klousule 8 hiervan, mag geen werknemers, behalwe algemene hulpes genoem in subklousule (e), in diens wees en inrigtings oop wees nie, behalwe gedurende ondergenoemde ure:—

Maandag tot en met Vrydag: 8.30 vm. tot 5.30 nm.
Saterdag: 8.30 vm. tot 1 nm.

(b) Inrigtings moet gesluit wees op die Saterdag wat volg op Goëie-Vrydag en Kersdag, as Kersdag op 'n Donderdag val.

(c) Inrigtings moet op openbare vakansiedae en Sondae sluit.

(d) Behoudens klousule 8 mag geen werkgewer of werknemer buite die ure vasgestel in paragraaf (a) haarkapperswerk vir winsbejag onderneem nie.

(e) Algemene werkers mag nie meer as agt uur per dag van Maandag tot en met Vrydag en 4½ uur op Saterdag, versprei oor 10½ uur behalwe op Saterdag, werk nie.

(f) Van algemene werkers kan nie vereis word om na 1 nm. op Saterdag te werk nie.

(2) (i) Alle werkende werknemers wat in die Haarkappersbedryf werk, moet die werkure soos in hierdie klousule voorgeskryf, nakom.

(ii) Alle werknemers moet 'n onderbreking van ten minste een uur tussen die ure 11.30 vm. en 2.30 nm. toegestaan word op werkdae, behalwe op die dae waarop die eienaar verplig is om kragtens die Winkelure-Ordonnansie sy besigheid vir die weeklikse halwe dag vakansie te sluit; met dien verstande dat geen werknemer verplig of toegelaat mag word om langer as vyf uur agtereen sonder 'n ononderbroke ruspoos van minstens een uur te werk nie en vir die toepassing van hierdie voorbehoud word werktydperke wat deur 'n ruspoos van minder as een uur onderbreek word, as aaneenlopend beskou.

(iii) Van geen werknemer kan vereis word om meer as 44½ uur per week te werk nie.

8. OORTYD.

(1) Alle tyd bo die getal ure wat in klousule 7 (1) voorgeskryf word, word as oortyd, beskou.

(2) Beperking van oortyd.—Geen werkgewer mag 'n werknemer verplig of toelaat om meer as—

(i) 20 minute per dag; of

(ii) 1½ uur altesaam per week;

oortyd te werk nie, met dien verstande dat die deure van inrigtings nie oop mag wees na die ure wat in klousule 7 (1) (a) voorgeskryf word en dat geen toiletware na dié ure verkoop mag word nie.

(3) Betaling vir oortyd.—'n Werkgewer moet 'n werknemer vir elke uur oortyd minstens 1½ maal sy gewone uurloon betaal. Vir die toepassing van hierdie klousule beteken 'n werknemer se gewone uurloon sy gewone weekloon verdeel deur 44½, en in die geval van 'n werknemer wat by die maand betaal word, moet sy weekloon vasgestel word deur sy gewone maandloon deur 4½ te verdeel.

9. JAARLIKSE VERLOF, SIEKTEVERLOF EN BETALING.

(1) Alle werknemers, behalwe los werknemers, moet op openbare vakansiedae en die Saterdag wat volg op Goëie-Vrydag en Kersdag, as Kersdag op 'n Donderdag val, verlof met volle betaling toegestaan word.

(2) Benewens die vakansiedae wat in subklousule (1) voorgeskryf word, moet werknemers behalwe los werknemers in elke jaar diens by dieselfde werkgewer 18 agtereenvolgende werkdae afwesigheidsverlof met volle betaling toegestaan word.

In die geval van 'n statutêre openbare vakansie wat binne 'n tydperk van jaarlikse verlof val, moet vir elke vakansiedag een ekstra dag met volle betaling aan die tydperk van verlof toegevoeg word.

(3) Die verlof moet geneem word op 'n tyd wat onderling deur die werkgewer en werknemer gereël word, maar moet in ieder geval deur die werkgewer so toegestaan en deur die werknemer so geneem word dat dit binne twee maande begin nadat dit verskuldig geword het.

(4) As 'n werknemer se diens voor voltooiing van 'n jaar diens eindig, moet die werkgewer die werknemer in plaas van verlof 1½ dag se loon betaal vir elke maand diens, met dien verstande dat as hy minstens 13 werkdae in die maand gewerk het, dit as 'n volle maand beskou word en hy daarvoor tot 1½ dae geregtig is.

(5) Employees must be paid wages due during annual leave prior to the taking of such leave.

(6) Payment in lieu of leave except as provided in sub-section (4) of this section is prohibited.

(7) (a) The period of annual leave shall not be concurrent with the period during which the employee is required to undergo training under the South Africa Defence Act, 1912.

(b) If any public holiday falls within the period of leave, such holiday shall be added to the said period as a further period of absence on full pay.

(c) Any period during which an employee—

(i) is on leave in terms of this section;

(ii) is required to undergo training under the South Africa Defence Act, 1912;

(iii) is absent from work on the instructions or at the request of the employer;

(iv) is absent from work owing to illness;

shall be deemed to be service for the purpose of sub-sections (2) and (4); provided that the provisions of paragraph (iv) shall not apply in respect of any period of absence of more than three consecutive days, if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days.

(8) An employer shall grant to his apprentice, who has completed three months' employment with him, and who is absent from work through sickness or accident, not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks sick leave in the aggregate during any one year of employment with him, and shall pay to him in respect of each work day thereof an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such leave; provided that an employer may require production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed; provided further this clause shall cease to apply to apprentices as from the date on which they agree to become members of the Durban Hairdressers' Medical Aid Fund in terms of section 24.

(9) For the purpose of this section employment or service shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which an employee became entitled to leave of absence on full pay in terms of any law; or

(c) the date on which an employee became entitled to leave of absence on full pay in terms of the Council's last Agreement published under Government Notice No. 1086 of the 19th May, 1950;

whichever may be the later.

(10) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

10. NOTICE OF TERMINATION OF EMPLOYMENT.

(1) One week's notice shall be given by an employer or employee to terminate a contract of service; provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient.

(2) The provisions of sub-section (1) of this section shall not apply to casual employees.

(3) Notice in terms of sub-section (1) of this section shall not commence to run until the expiry of any leave due to an employee.

11. CERTIFICATE OF COMPETENCY.

(1) A committee shall be appointed by the Council, consisting of at least four members, two of whom shall be employers and two of whom shall be employees, who shall hold the examinations referred to in sub-sections (2) and (3) and make recommendations to the Council as to the issue of Certificate of Competency.

(2) Whenever an employer or employee applies for a certificate of competency, he shall forward with such application the sum of 10s. 6d. to the Council (through the Secretary), which shall—

(a) ask the applicant to submit himself or herself to an examination; or

(b) satisfy itself that the applicant by virtue of his years of experience is entitled to such certificate and when it is proved to the satisfaction of the Council the applicant is competent, the Council shall issue such certificate.

(5) Werknemers moet die loon wat gedurende die jaarlikse verlof verskuldig is, ontvang voor die verlof geneem word.

(6) Betaling in plaas van verlof, behalwe soos bepaal in subklousule (4) van hierdie klousule, is verbode.

(7) (a) Die jaarlikse verlof mag nie saamval met 'n tydperk waarin die werknemer opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan nie.

(b) As 'n openbare vakansiedag binne die verlof val, moet die vakansiedag as 'n verdere tydperk van afwesigheid met volle betaling aan genoemde tydperk toegevoeg word.

(c) Elke tydperk waarin die werknemer—

(i) met verlof kragtens hierdie klousule is;

(ii) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;

(iii) op las of op versoek van die werkgever van die werk afwesig is;

(iv) weens siekte van die werk afwesig is;

moet vir die toepassing van subklousules (2) en (4) as diens beskou word; met dien verstande dat paragraaf (iv) nie op 'n afwesigheidstydperk van meer as drie dae van toepassing is nie indien, nadat die werkgever daarom gevra het, die werknemer in gebreke bly om 'n sertifikaat van 'n geneesheer voor te lê dat hy deur siekte verhinder was om sy werk te verrig, of ten opsigte van die gedeelte van 'n totale afwesigheid van meer as 30 dae gedurende twaalf maande diens.

(8) 'n Werkgever moet sy vakleerling wat drie maande diens by hom voltooi het en wat weens siekte of ongeval, nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, altesame twee weke siekteverlof gedurende 'n jaar diens by hom toestaan en hom ten opsigte van elke werkdag daarvan minstens een-sesde van die weekloon wat hy onmiddellik voor die aanvang van sulke verlof ontvang het, betaal. Met dien verstande dat 'n werkgever vir elke tydperk van afwesigheid waarvoor betaling gevorder word, 'n sertifikaat, deur 'n geregistreerde geneesheer onderteken, kan eis; voorts met dien verstande dat hierdie klousule nie op vakleerlinge van toepassing bly na die datum waarop hulle kragtens klousule 24 toestem om lede van die Mediese Bystandfonds vir die Haarkappersbedryf, Durban, te word nie.

(9) Vir die toepassing van hierdie klousule word beskou dat diens begin op die datum—

(a) waarop die werknemer by sy werkgever in diens tree;

(b) waarop die werknemer kragtens 'n wet tot verlof met volle betaling geregtig word;

(c) waarop die werknemer ingevolge die Raad se laaste ooreenkoms, by Goewermentskennisgewing No. 1086 van 19 Mei, 1950 gepubliseer, tot verlof geregtig word; watter ook al die jongste datum is.

(10) In hierdie klousule sluit die uitdrukking „werkgever” die volgende persone in—

(a) in die geval van die werkgever se dood, die eksekuteur van sy boedel, of sy erfgenaam;

(b) indien die werkgever insolvent raak of sy boedel gelikwideer word, of as sy besigheid verkoop of oorgedra word, die kurator of likwideerder of die nuwe eienaar van die besigheid;

indien die eksekuteur, erfgenaam, kurator, likwideerder of nuwe eienaar die werknemer in diens hou.

10. OPSEGGING VAN DIENS.

(1) 'n Werkgever of werknemer moet een week kennis vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie inbreuk maak op 'n werkgever of werknemer se reg om die dienskontrak weens 'n rede wat wetlik as voldoende erken word, sonder voorafgaande opsegging te beëindig nie.

(2) Subklousule (1) van hierdie klousule is nie op los werknemers van toepassing nie.

(3) Diensofsegging kragtens subklousule (1) van hierdie klousule gaan nie in voor aftoep van alle verlof wat aan 'n werknemer verskuldig is nie.

11. BEKWAAMHEIDCERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel wat uit minstens 4 lede bestaan, waarvan 2 werkgevers en 2 werknemers moet wees, en wat die eksamens moet afneem wat in subklousules (2) en (3) voorgeskryf word, en by die Raad aanbevelings moet indien betreffende die uitreiking van bekwaamheidsertifikate.

(2) Wanneer 'n werknemer aansoek om 'n bekwaamheidsertifikaat doen, moet hy saam met die aansoek die bedrag van 10s. 6d. aan die Raad stuur (deur tussenkoms van die Sekretaris) wat—

(a) die aansoeker moet versoek om hom of haar aan 'n eksamen te onderwerp; of

(b) hom moet oortuig dat die aansoeker op grond van sy jare van ervaring reg het op so 'n sertifikaat; en as dit tot bevrediging van die Raad bewys is dat die aansoeker bekwaam is, moet die Raad so 'n sertifikaat uitreik.

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

12. INTERPRETATION OF AGREEMENT.

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

(2) Any dispute which may arise shall be referred to the Council.

13. EXEMPTIONS.

(1) The Council may for any good and sufficient reason grant exemption from any of the provisions of the Agreement to or in respect of any person.

(2) The Council shall fix, in respect of any person granted exemption 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 person concerned, withdraw any licence of exemption whether or not the period for which such exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

- the full name of the person concerned;
- the provisions of the Agreement from which such exemption is granted;
- the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

14. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 3s. (three shillings) per month from the earnings of each of his employees for whom minimum wages are prescribed in this Agreement, excluding learners, lift attendants, telephonists and receptionists, who shall pay 1s. (one shilling) per month.

(2) To the amount so deducted the employer shall add a like amount and forward, month by month, and not later than the 7th of each and every month, the total sum to the Secretary of the Council, P.O. Box 2272, Durban, on form prescribed in Annexure A hereto.

(3) This section shall not apply in respect of apprentices, minors and general assistants.

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer who has not done so pursuant to any previous Agreement shall within one month from the date on which the Agreement comes into operation, and every employer entering the Hairdressing Trade after that date shall, within one month of the date of commencement of operations by him, forward to the Secretary of the Council the following particulars:

- His full name and address.
- His business address.
- Full name of employee, the capacity in which each employee is employed and the wages paid.

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section as well as the title under which the partnership operates shall be furnished.

(3) Every employer shall forward to the Secretary of the Council a notification of any change of staff within twenty-four (24) hours of the date upon which such change takes effect. Such notification shall include the particulars specified in paragraph (c) of sub-section (1) of this section.

(4) The Secretary of the Council shall maintain a register of employers (including partnerships) and their employees.

16. AGENTS.

(1) The Council shall appoint one or more specified persons as agents in connection with the administration of this Agreement.

(2) An agent may enter any establishment and may question any employer or employee and inspect the records of wages paid and time worked for the purpose of ascertaining whether the provisions of this Agreement are being observed.

17. ORGANISATION.

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

No employer (who is a member of the employer's organisation) shall engage an employee, without the production of a current membership card of the Natal Branch of the South African Hairdressers' Employees' Industrial Union.

(3) 'n Aansoeker wat in gebreke bly om die eksamen af te lê sonder om aan die komitee 'n verklaring te verstrek wat as bevredigend beskou word, verbeur die eksamengeld.

12. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is verantwoordelik vir die uitvoering van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings hiervan strydig is nie.

(2) Geskille moet na die Raad verwys word.

13. VRYSTELLINGS.

(1) Die Raad kan om 'n voldoende rede aan of ten opsigte van 'n persoon vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes waarop en die termyn waarvoor dit van krag sal wees, vasstel; met dien verstande dat die Raad na goeie dinge en nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep of die termyn waarvoor vrystelling verleen is, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word 'n sertifikaat wat deur hom onderteken is uitreik, wat vermeld—

- die volle naam van die betrokke persoon;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes ooreenkomstig subklousule (2) van hierdie klousule waarop vrystelling verleen word; en
 - die termyn waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- van elke sertifikaat wat uitgereik word 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur; en
 - as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. UITGAWES VAN DIE RAAD.

(1) Om in die uitgawes van die Raad te voorsien moet elke werkgewer 3s. (drie shillings) per maand aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, met uitsondering van leerlinge, hyserbediendes, telefoniste en ontvangkerke, wat 1s. (een shilling) per maand moet betaal.

(2) By die bedrag wat afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur, op die vorm soos in Aanhangsel A hiervan voorgeskryf.

(3) Hierdie klousule is nie op vakleerlinge, minderjariges en algemene helpers van toepassing nie.

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die inwerking-trede van hierdie Ooreenkoms, en elke werkgewer wat na genoemde datum in die kappersbedryf besigheid begin, moet binne een maand na die aanvang van sy besigheid die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

- sy volle naam en adres;
- sy besigheidsadres;
- volle naam van elke werknemer, die hoedanigheid waarin elke werknemer in diens is, en die loon wat betaal word.

(2) As die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) van hierdie klousule sowel as die naam waaronder die vennootskap sy bedryf uitoefen, verstrek word.

(3) Elke werkgewer moet binne 24 uur na die datum waarop 'n verandering in personeel plaasgevind het, aan die Sekretaris van die Raad kennis gee van die verandering. Die kennisgewing moet die besonderhede bevat wat in paragraaf (c) van subklousule (1) van hierdie klousule gespesifiseer word.

(4) Die Sekretaris van die Raad moet 'n register van werkgewers (met inbegrip van vennootskappe) en hul werknemers hou.

16. AGENTE.

(1) Die Raad moet een of meer bepaalde persone as agente aanstel in verband met die toepassing van hierdie Ooreenkoms.

(2) 'n Agent kan inrigtings betree en werkgewers of werknemers ondervra en die aantekeninge van lone wat betaal en tyd wat gewerk is, nagaan om vas te stel of hierdie Ooreenkoms nagekom word.

17. ORGANISASIE.

Geen werkgewer wat lid van die werkgewersorganisasie is, mag 'n werknemer wat nie lid van die vakvereniging is, in diens hê nie en geen werknemer wat lid van die vakvereniging is, mag by 'n werkgewer wat nie lid van die werkgewersorganisasie is, in diens gaan of bly nie.

Geen werkgewer wat lid van die werkgewersorganisasie is, kan 'n werknemer in diens neem sonder dat 'n geldige lidmaatskapkaart van die "South African Hairdressers' Employees' Industrial Union, Natal Branch", voorgelê word nie.

The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that any immigrant has at any time after the first three months of commencement of this employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation; provided that this clause shall not apply where an employer or an employee has in the opinion of the Council been refused membership of a party to the Agreement without reasonable cause, and has notified the Council within one month of refusal.

18. OUTWORK.

- (1) An employee shall not—
 - (a) solicit or take orders for or undertake work in the Hairdressing Trade; or
 - (b) engage in trading in toilet requisites for sale, gain or reward, on his own account or on behalf of any person or from any other person than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.
- (2) No employer shall require any employee to undertake any work connected with the Hairdressing Trade elsewhere than in his establishment and no employee shall undertake such work elsewhere than in his employer's establishment; provided that the provisions of this sub-section shall not apply where a client is unable to attend at an establishment, in which event the work may be performed during ordinary working hours at a place suitable for the client.

19. TRADE UNION REPRESENTATION 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.

20. PERSONS UNDER 15 YEARS.

No employer shall employ in his establishment any person under the age of 15 years.

21. HAIRDRESSING SCHOOLS.

No employer shall in his hairdressing establishment conduct a school or training centre during the hours when his establishment is open to the public.

22. PROPORTION OR RATIO.

- (1) An employer shall not employ an unqualified male or female clerk or counter-hand unless he has in his employ one qualified male or female clerk or counter-hand, and for each one such qualified clerk or counter-hand not more than one male or female unqualified clerk or counter-hand, as the case may be, may be employed; provided that an unqualified male or female clerk or counter-hand receiving not less than the wages prescribed in section 4 (1) (d) for a qualified male or female clerk or counter-hand may be reckoned as a qualified male or female clerk or counter-hand as the case may be.
- (2) An employer who is actively engaged in the hairdressing trade, may for the purpose of either male or female ratio, but not for both, be deemed to be a qualified employee; provided that in respect of any establishment not more than one employer shall be deemed to be such an employee.

23. UNIFORMS, OVERALLS AND EQUIPMENT.

(a) An employer, shall, at his cost and expense, supply materials for uniforms or overalls, and launder or cause to be laundered, such uniforms or overalls as any apprentice employee, who has not served more than three years of his/her period of apprenticeship shall be required to use. Such uniforms or overalls shall remain the property of the employer.

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

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

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

(c) An employer shall, at his own cost, supply each employee with such hairpins as he requires to be used in his establishment; provided that no employer shall be called upon to supply more than 1 lb. of such hairpins in any six months.

SECTION 24.

(1) There is hereby established a fund which shall be known as the "Durban Hairdressers' Medical Aid Fund", hereinafter referred to as "the fund".

(2) The object of the fund shall be the provision of medical and sickness benefits to all employers and employees, for whom wages are prescribed in the Agreement, hereinafter referred to as members of the fund.

Hierdie klousule is nie gedurende die eerste jaar van sy aankoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat wanneer 'n immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word; met dien verstande dat hierdie klousule nie van toepassing is as na die mening van die Raad lidmaatskap van 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier is en die Raad binne een maand na die weiering daarvan in kennis gestel is.

18. BUTTEWERK.

(1) 'n Werknemer mag nie—

- (a) bestellings vir werk in die haarkappersbedryf werf, aanneem of uitvoer nie; of
- (b) vir eie rekening, of namens 'n ander persoon as sy werkgever vir verkoop, winsbejag of beloning in toiletartikels handel dryf nie terwyl hy by 'n werkgever wat die haarkappersbedryf uitoefen, in diens is.

(2) Geen werkgever kan van 'n werknemer vereis om op 'n ander plek as in sy inrigting werk in verband met die haarsnyersbedryf te verrig nie, en geen werknemer mag sulke werk op 'n ander plek as in sy werkgever se inrigting onderneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is as 'n klant nie in staat is om na die inrigting te kom nie, in welke geval die werk gedurende gewone werkure verrig mag word op 'n plek wat vir die klant gerieflik is.

19. VAKVERENIGINGVERTEENWOORDIGING OP DIE RAAD.

'n Werkgever moet aan elke werknemer wat 'n verteenwoordiger of plaasvervanger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad se werk te vervul.

20. PERSONE ONDER 15 JAAR.

Geen werkgever mag 'n persoon onder die ouderdom van 15 jaar in sy inrigting in diens hê nie.

21. HAARKAPPERSKOLE.

Geen werkgever mag gedurende die ure wat sy inrigting vir die publiek oop is, 'n skool of opleidingsentrum in sy haarkappersinrigting hou nie.

22. GETALLEVERHOUDING.

(1) 'n Werkgever mag geen ongekwalfiseerde manlike of vroulike klerk of toonbankbediende in sy diens hê nie tensy hy 'n gekwalfiseerde manlike of vroulike klerk of toonbankbediende, na gelang van die geval, nie meer as een manlike bediende in diens het en vir elke gekwalfiseerde klerk of toonbankbediende 'n ongekwalfiseerde klerk of toonbankbediende nie: met dien verstande dat 'n ongekwalfiseerde manlike of vroulike klerk of toonbankbediende wat minstens die loon ontvang wat in klousule 4 (1) (d) vir 'n gekwalfiseerde manlike of vroulike klerk of toonbankbediende voorgeskryf word, na gelang van die geval as gekwalfiseerde manlike of vroulike klerk of toonbankbediende gereken kan word.

(2) 'n Werkgever wat self in die haarkappersbedryf werk, kan vir die doel van die manlike, of vroulike getalleverhouding, maar nie vir altwee nie, as 'n gekwalfiseerde werknemer gereken word; met dien verstande dat ten opsigte van 'n inrigting hoogstens een werkgever so 'n werknemer gereken kan word.

23. UNIFORMS, OORPAKKE EN UITRUSTING.

(a) 'n Werkgever moet op sy eie koste materiaal vir uniforms of oorpakke verskaf, en uniforms of oorpakke wat 'n vakleerling wat drie jaar hoogstens van sy/haar leertyd uitgedien het moet gebruik, was of laat was.

Die uniforms of oorpakke bly die werkgever se eiendom.

(b) 'n Werknemer wat meer as drie jaar van sy/haar leertyd uitgedien het en van wie vereis word om 'n uniform of oorpak te dra, moet dit teen sy/haar eie koste doen en dit was. Die uniform of oorpak bly die werknemer se eiendom.

So 'n werknemer kan nie verplig word om meer as drie sulke uniforms en oorpakke gedurende 'n tydperk van een jaar te verskaf nie.

As meer as drie uniforms of oorpakke gedurende 'n tydperk van een jaar vereis word, is die werkgever verplig om dit op sy/haar eie koste te verskaf, en dit bly die werkgever se eiendom.

(c) 'n Werkgever moet op sy eie koste aan elke werknemer die haarnaalde verstrek wat in sy inrigting gebruik moet word: Met dien verstande dat geen werkgever verplig kan word om in ses maande meer as 1 lb. haarnaalde te verskaf nie.

KLousULE 24.

(1) Hierby word 'n fonds gestig wat as die Mediese Bystandfonds vir die Haarkappersbedryf, Durban, bekend sal staan en hierna „die fonds” genoem word.

(2) Die doel van die fonds is om aan alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat hierna die lede van die fonds genoem word, mediese hulp en siektebystand te verleen.

(3) (a) The fund shall be financed by contributions in terms of paragraphs (b), (c) and (e) of this sub-section.

(b) For the purpose of the fund every employer shall each week deduct the following amounts from the wages of each of his weekly paid employees who are members of the fund:—

- (i) 1s. 6d. per week for all employees for whom the prescribed minimum wages are in excess of £7. 2s. 6d. per week.
- (ii) 1s. per week for all employees for whom the prescribed minimum wages are over £4 per week, but not exceeding £7. 2s. 6d. per week.
- (iii) 9d. per week for all employees for whom the prescribed minimum wages are £2. 17s. 9d. per week or more, but not exceeding £4 per week.
- (iv) 6d. per week for all employees for whom the prescribed wages are below £2. 17s. 9d. per week, but not below £1. 1s. per week.
- (v) 3d. per week for all employees for whom the prescribed minimum wage is less than £1. 1s. per week.

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

(c) Every working employer shall contribute 1s. 6d. per week on his own behalf.

(d) The provisions of this clause shall not apply to an apprentice unless he agrees to become a member of the fund by signing a stop order in the form of Annexure B to this agreement and lodging such stop order with his employer together with a duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council together with the first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer the provisions of this clause shall apply in respect of the said apprentice; provided that any benefits which may have been granted to the said apprentice in terms of clause 9 (8) in respect of any period of employment shall be deducted from any benefits payable to him in terms of this clause during the same period; and, provided further, that if the said stop order is withdrawn by the said apprentice at any time he shall again commence to qualify for leave benefits in terms of clause 9 (8) as from the date of such withdrawal.

(e) To the total so collected under paragraph (b) of this sub-section, the employer shall add a like amount and remit the total sum plus any contribution in terms of paragraph (c) month by month, free of exchange, to the Secretary of the Council, P.O. Box 2272, Durban, not later than the 7th day of each and every month in the form prescribed in Annexure A to the Agreement.

(4) Subject to the provisions of sub-section (5) and to the rules governing the administration of the fund, a member who meets with an accident or becomes ill shall be entitled, after he has contributed towards the fund for a period of twenty-six (26) weeks to—

- (i) medical attention including the cost of X-ray examinations, operations, injections, specialists investigations, anaesthetic fees, hospital and nursing home fees not exceeding £1 per day, provided such are authorised by the medical officer of the fund;
- (ii) sick pay equivalent to half the member's wages and cost of living prescribed in the Agreement for such members in respect of any period or periods, during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of eight (8) weeks within any continuous period of twelve months calculated from the date on which he first became ill or met with an accident, entitling him to benefit in terms hereof;
- (iii) supplies on the authority of a prescription signed by a medical officer of the fund, of medicines, drugs, ointment, bandages and lotions; provided that—
 - (a) a member shall not be entitled to sick pay benefits for the first three days of any period of absence which is less than thirteen consecutive days. For the purpose of this paragraph "day" shall mean any day, whether a working day or otherwise;
 - (b) in cases of accidents only such benefits shall be payable as are not compensable under the Workmen's Compensation Act, 1941;
 - (c) during any period where benefits are payable, all contributions to the fund by the member shall continue.
- (iv) Notwithstanding anything to the contrary hereinbefore contained, no member shall, within any continuous period of twelve (12) months calculated from the date on which he first became ill or met with an accident, be entitled to receive benefits exceeding in the aggregate a sum of—

(a) in the case of a member who contributes 6s. 6d. per month, £50 during the first year of membership and £75 thereafter;

3 (a) Die fonds word gefinansier uit bydraes kragtens paragraaf (b), (c) en (e) van hierdie subklousule.

(b) Vir die doel van die fonds moet elke werkgever elke week die volgende bedrae van die lone van elke weekliksbetaalde werknemer wat lid van die fonds is, aftrek:—

- (i) 1s. 6d. per week van alle werknemers wie se voorgeskrewe minimum lone meer as £7. 2s. 6d. per week is;
- (ii) 1s. per week van alle werknemers wie se voorgeskrewe minimum lone meer as £4 per week maar nie meer as £7. 2s. 6d. per week is nie;
- (iii) 9d. per week van alle werknemers wie se voorgeskrewe minimum lone £2. 17s. 9d. per week of meer, maar nie meer as £4 per week is nie;
- (iv) 6d. per week van alle werknemers wie se voorgeskrewe minimum lone minder as £2. 17s. 9d. per week maar nie minder as £1. 1s. per week is nie;
- (v) 3d. per week van alle werknemers wie se voorgeskrewe minimum lone minder as £1. 1s. per week is.

In die geval van maandeliks betaalde werknemers moet die kortings maandeliks afgetrek word teen 41 maal die voorgeskrewe weeklikse bydraes.

(c) Elke werkende werkgever moet 1s. 6d. per week ten opsigte van homself bydra.

(d) Hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy toestem om lid van die fonds te word deur ondertekening van 'n aftrekorder in die vorm van Aanhangsel B van hierdie Ooreenkoms en indiening van die aftrekorder, tesaam met 'n duplikaat daarvan, by die werkgever. Die oorspronklike moet deur die werkgever gehou en die duplikaat saam met die eerste bydrae ten behoeve van die vakleerling aan die Sekretaris van die Raad gestuur word. Met ingang van die datum waarop die aftrekorder by die werkgever ingedien word, is hierdie klousule op genoemde vakleerling van toepassing; met dien verstande dat alle bystand wat ten opsigte van 'n tydperk van diens aan die vakleerling verleen mag word kragtens klousule 9 (8), van bystand wat kragtens hierdie klousule gedurende dieselfde tydperk aan hom betaalbaar is afgetrek moet word, en verder met dien verstande dat as genoemde aftrekorder te eniger tyd deur genoemde vakleerling teruggetrek word, hy weer van die datum van die terugtrekking begin kwalifiseer vir verlofvoordele kragtens klousule 9 (8).

(e) By die totaal wat kragtens paragraaf (b) van hierdie subklousule ingevorder word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag plus alle bydraes kragtens paragraaf (c), maandeliks kommissie vir en voor of op die 7de dag van elke maand in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur.

(4) Behoudens soos bepaal in klousule (5) en in die reglement betreffende die beheer van die fonds, is 'n lid wat 'n ongeluk oorkom of siek word nadat hy vir 26 weke tot die fonds bygedra het, geregtig tot—

- (i) mediese behandeling met inbegrip van die koste van X-straal-ondersoeke, operasies, inspuittings, spesialis-ondersoeke, narkosegelde, hospitaal- en verpleeginrigtinggelde van hoogstens £1 per dag, mits dit deur die fonds se mediese beamppte goedgekeur word;
- (ii) siektebetaling gelyk aan die helfte van die lid se loon en lewenskostetoelae soos in die Ooreenkoms vir sulke lede voorgeskryf, ten opsigte van die tydperk of tydperke wat hy deur siekte verhinder is om sy gewone loon te verdien, maar nie vir meer as altesame 8 weke binne 'n ononderbroke tydperk van twaalf maande van die datum waarop hy eerste siek geword of 'n ongeluk gehad het wat hom reg op bystand hierooreenkomstig gee;
- (iii) verskaffing van medisyne, verdowingsmiddels, salf, verbande en wasmiddels kragtens 'n voorskrif wat deur 'n mediese beamppte van die fonds onderteken is; met dien verstande—
 - (a) 'n lid nie vir die eerste drie dae van 'n afwesigheid van minder as drie opeenvolgende dae tot siektebystand geregtig is nie—vir die toepassing van hierdie paragraaf beteken "dag" enige dag, of dit 'n werkdag is of nie;
 - (b) in gevalle van ongelukke daar slegs bystand betaal word ten opsigte van dié wat nie kragtens die Ongevallewet, 1941, vergoed word nie;
 - (c) gedurende 'n tydperk wanneer bystand betaal word, die lid se bydraes tot die fonds nog betaal moet word.
- (iv) Wat ook al hierin voorkom is geen lid binne 'n aaneenlopende tydperk van 12 maande vandat hy vir die eerste keer siek word of 'n ongeluk het, geregtig tot totale bystand van meer as onderstaande nie—

(a) in die geval van 'n lid wat 6s. 6d. per maand bydra, £50 gedurende die eerste jaar van lidmaatskap en £75 daarna;

- (b) in the case of a member who contributes 4s. 4d. per month, £40 during his first year of membership and £50 thereafter;
- (c) in the case of members who contribute 3s. 3d. per month or less, £30, during the first year of membership and £37. 10s. thereafter.
- (v) Notwithstanding the provisions of sub-paragraph (iv), a member shall not be entitled to benefit—
- in cases of diseases or physical accident induced by himself;
 - consisting of home treatment, if he is resident outside the area of jurisdiction of the Council unless the Management Board especially authorises such treatment;
 - if in the opinion of the Management Board he is sick or incapacitated owing to immorality, disorderly or wilful misconduct, excessive indulgence in intoxicating liquors, or if he refuses to obey the instructions of any of the Medical Officers whilst sick;
 - if meeting with an accident while participating in motor-car or motor-cycling racing or any professional sport or aviation except as a fare-paying passenger;
 - in cases of illness or disease arising out of pregnancy to any sick benefit over and above the Maternity Grant of £5 (five pounds) as laid down in section 6 of the Rules provided that the Management Board may in its discretion authorise sick pay.

(5) Disbursements from the fund in respect of medical or sickness benefits, shall cease whenever the amount standing to the credit of the fund falls below one hundred pounds (£100) and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure two hundred pounds (£200).

(6) The fund shall be administered by a management board consisting of three representatives and three alternates of the employers, and three representatives and three alternates of the employees appointed by the Industrial Council.

Alternates may represent any member of their respective organizations.

The administration shall be in accordance with the rules to be drawn up by the board, and approved of by the Council.

The rules shall not be inconsistent with the provisions of this section and may with the approval of the Council be amended by the board. A copy of the rules and any amendments thereto, shall be lodged with the Secretary for Labour, and copies shall also be available at the Head Office of the Council, for inspection by any person engaged in the trade.

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

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

(c) Surplus money in the fund may be placed on deposit with an approved building society or may be invested in Union Loan Certificates, provided that sufficient money is kept in such liquid form as will enable the management board to meet any claim on the fund, immediately it is called upon to do so.

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

(8) A professional auditor or auditors shall be appointed annually by the Industrial Council at such remuneration as the Council may decide.

The auditor or auditors shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 31st May in each year, and prepare a statement showing—

- all moneys received—
 - in terms of sub-section (3) hereof;
 - from other sources; and
- expenditure incurred under all headings, during the period ended 30th April preceding, together with a statement showing the assets and liabilities of the fund.

True copies of these statements, which shall be countersigned by the Chairman of the Management Board, and the auditor's reports thereon shall be available for inspection at the Council's office, to persons engaged or employed in the Hair-dressing Trade, who shall be entitled to make copies thereof, or take extracts therefrom.

Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by this management board, until it is either exhausted or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(b) in die geval van 'n lid wat 4s. 4d. per maand bydra, £40 gedurende die eerste jaar van lidmaatskap en £50 daarna;

(c) in die geval van 'n lid wat 3s. 3d. per maand of minder bydra, £30 gedurende die eerste jaar van lidmaatskap en £37. 10s. daarna.

(v) Nieteenstaande subparagraaf (iv) is 'n lid nie tot bystand geregtig nie—

- wanneer hy self vir die siekte of ongeluk verantwoordelik is;
- in die vorm van tuisbehandeling as hy buite die Raad se bevoegdheidsgebied woon nie, tensy die Beheerraad spesiale magtiging verleen;
- as hy na die Beheerraad se mening siek of ongeskik is weens onsedelikheid, oproerige of moedswillige gedrag, oormatige gebruik van sterk drank of ongehoorsaamheid aan die mediese beampte se instruksies terwyl hy siek is;
- as hy 'n besering opdoen terwyl hy deelneem aan motor of motorfietswedrenne of enige professionele sport, of in 'n vliegtuig, tensy hy 'n betalende passier is;
- in gevalle van siekte wat uit swangerskap ontstaan, bo en behalwe die swangerskapstoelae van £5 wat in klousule 6 van die reëls voorgeskryf word; met dien verstande dat die Beheerraad na goedgekeurde siektebetaling kan magtig.

(5) Uitbetalings uit die fonds vir mediese of siektebystand moet gestaak word sodra die bedrag in die fonds onder £100 (honderd pond) daal en moet nie hervat word voor die bedrag in die fonds weer die syfer van £200 (tweehonderd pond) bereik het nie.

(6) Die fonds moet beheer word deur 'n beheerraad wat bestaan uit drie verteenwoordigers en drie plaasvervangers van die werkgewers en drie verteenwoordigers en drie plaasvervangers van die werknemers wat deur die Nywerheidsraad aangestel word.

Plaasvervangers kan enige lid van hul betrokke organisasie verteenwoordig.

Die beheer word gevoer ooreenkomstig die reëls wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word.

Die reëls mag nie met hierdie klousule in stryd wees nie en kan met goedkeuring van die Raad deur die Beheerraad gewysig word. 'n Afskrif van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word en afskrifte moet ook vir insae deur persone wat in die bedryf werksaam is, op die Hoofkantoor van die Raad beskikbaar gehou word.

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

(b) Alle tjeks wat op die fonds se rekening getrek word, moet onderteken wees deur die voorsitter, ondervoorsitter en die sekretaris van die Beheerraad, wat deur die Raad aangestel moet word.

(c) Surplusgelde in die fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas of in Uniëningsertifikate belê word, met dien verstande dat genoeg in kontantvorm beskikbaar gehou moet word om die Beheerraad in staat te stel om onmiddellik aan vorderings op die fonds te voldoen.

(b) Alle koste wat in verband met die beheer van die fonds beloop word, vorm 'n las teen die fonds.

(8) 'n Beroepsouditeur of -ouditeurs, moet jaarliks deur die Nywerheidsraad aangestel word teen besoldiging waarop die Raad besluit.

Die ouditeur of ouditeurs moet, nadat die fonds met uitbetaling van bystand begin het, die rekenings van die fonds minstens jaarliks en voor of op die 31ste Mei van elke jaar ouditeer en 'n staat opstel wat aantoon—

- alle gelde wat ontvang is—
 - kragtens subklousule (3) hiervan;
 - uit ander bronne; en
- uitgawes wat gedoen is gedurende die tydperk op die voorafgaande 30ste April geëindig, tsaam met 'n staat wat die bate en laste van die fonds aantoon.

Ware afskrifte van hierdie state, wat deur die voorsitter van die Beheerraad medeonderteken moet word, en die ouditeur se verslae daaroor, moet vir insae deur persone wat in die haarkappersbedryf in diens is, op die Raad se kantoor beskikbaar gehou word en hulle het die reg om afskrifte daarvan te maak of uittreksels daaruit te neem.

Gewaarmerkte afskrifte van beide die state en die ouditeur se verslae daaroor moet sonder versuim aan die Sekretaris van Arbeid gestuur word.

(9) Ingeval hierdie Ooreenkoms deur verloop van tyd of deur 'n ander oorsaak verstryk, moet die Beheerraad voortgaan om die fonds te beheer totdat dit of uitgeput of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel as die oorspronklike fonds gestig is.

25. VERTONING VAN OOREENKOMS.

Signed at Durban on behalf of the parties on this 18th day of September, 1952.

Signed at Durban on behalf of the parties on this 18th day of September, 1952.

L. SCOTT DUDLEY.
Secretary.

Namens die partye op hede die 18de dag van September 1952
in Durban onderteken.

Namens die partye op hede die 18de dag van September 1952
in Durban onderteken.

L. SCOTT DUDLEY,
Sekretaris

No.

TOTALS.....£

SUMMARY:

ALL FEES ARE PAYABLE IN ADVANCE.

This Return must be rendered to the Secretary not later than the 7th of each and every month.

To Union Subscriptions.....	£				
To Industrial Council O/a Employees.....	£				
To Industrial Council O/a Employers.....	£				
To Medical Aid Fund O/a Employees.....	£				
To Medical Aid Fund O/a Employers.....	£				
To Master-Hairdressers' Subscriptions due 1st Sept.....	£				

By Cheque/Cash herewith.....£

NAME OF SALOON

No.

TOTALE.....£

SAMEVATTING.

SAMEVATTING.		
Vakverenigingsgelde.....	£	
Aan Nywerheidsraad vir werknemers.....	£	
Aan Nywerheidsraad vir werkgewers.....	£	
Aan Mediese Bystandfonds vir werknemers.....	£	
Aan Mediese Bystandfonds vir werkgewers.....	£	
Aan werkgewersorganisasie: Ledegelde betaalbaar 1 Sept. £		

ALLE GELDE MOET VOORUITBETAAL WORD.

Hierdie opgawe moet voor of op die 7de dag van elke maand aan die Sekretaris gestuur word.

NAAM VAN SALON

Per tjek/kontant herby.....£

