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GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2289.] [7 December 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, DURBAN.

I, JOHANNES DE KLERK, 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 1, 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.

J. DE KLERK,
Minister of Labour.

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

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2289.] [7 Desember 1956.

NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, DURBAN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 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 die 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 1, 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 die 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 die 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.

J. DE KLERK,
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' organization 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 one year from the date of publication hereof, or for such 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, 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;

"counterhand" 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 counterhand, general assistant, lift attendant, receptionist, and/or telephonist means the total period or periods of employment which an employee has had as a clerk or counterhand, general assistant, lift attendant, receptionist, and/or telephonist 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;

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
DURBAN.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, aangegaan deur die

Durban Hairdressing Employers' Organization

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

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

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

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

1. BESTEK VAN 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 sodanige datum as wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel, en bly van krag vir 1 (een) jaar na publikasie hiervan, of vir sodanige ander tydperk as wat hy bepaal.

3. WOORDOMSKRYWINGS.

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

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

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

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

„los werknemer”, 'n haarkapper wat hoogstens twee opeenvolgende 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 ingevolge artikel twee van die Nijverheid Verzoeningswet, 1924, en kragtens artikel twee van die Nywerheid-versoeningswet, 1937, beskou as geregistreer ooreenkomstig artikel negentien daarvan;

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

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

„inrigting”, 'n perseel waarin toilet dienste vir blankes verrig word;

„ondervinding”—

(a) met betrekking tot 'n klerk of toonbankbediende, algemene helper, hyserbediende, ontvangklerk, en/of telefonis, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk of toonbankbediende, algemene helper, hyserbediende, ontvangklerk, en/of telefonis gehad het hetsy voor of na die datum van inwerking-treding van hierdie Ooreenkoms;

(b) met betrekking tot alle ander werknemers, die totale tydperk of tydperke diens wat die werknemer gehad het in die haarkappersbedryf in die vak waarin hy in diens is;

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

„mansafdeling”, dié afdeling van die haarkappersbedryf waarin toilet dienste soos hierin omskryf vir manlike persone verrig word;

„haarkapper”, 'n werknemer, uitgesonderd '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 woord-omskrywings as toilet dienste omskryf word;

"haardresser" (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
- (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 croquinnole 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 and children under the age of seven (7);

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

"Manager/Manageress" means a hairdresser employee employed in a supervisory capacity, and recognised by the Industrial Council as such;

"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 counterhand, a male employee, so employed who has had not less than five years' experience;
- (b) in relation to a female clerk or counterhand 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-section (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 employee shall be paid at least £3. 10s.			
	Per Week.		Per Month.
	£	s.	d.
(b) Ladies' section.			
(i) Hairdresser or posticheure, male..	7	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, £1 per week or as laid down in the Apprenticeship Act, 1944, or as amended.....	1	0	0

"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) 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 "croquinnole" permanente kartel, haarkundige behandeling en manikuur, en in die mansafdeling in knip, skeer, hare was (droog en/of olie), haarkundige behandeling en skeermesse set; of
- (c) in besit is van 'n bekwaamheidsertifikaat wat uitgereik is deur 'n nywerheidsraad vir die haarkappersbedryf of sodanige ander liggaam as 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 toilet dienste vir vroulike persone en kinders onder 7 jaar verrig word;

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

"bestuurder/bestuurderes", 'n haarkapperwerknemer wat in 'n toesighoudende hoedanigheid in diens is en deur die Nywerheidsraad as sodanig erken word;

"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 gewone proeftydperk waarvoor hy sonder 'n vakleerlingekontrak in diens mag wees;

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

"premie", sonder om die gewone betekenis van die woord enigsins 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 haarkappersbedryf gegee word;

"gekwalfiseer"—

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

"ontvangklerek 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 by hou en aantekeninge hou, of ander vorms van klerklike werk bo en uitgesonderd die hantering van kontant, en oor die toonbank verkoop;

"toilet dienste"—

- (a) damesafdeling—
hare was, knip en skroei, masseer (kop en gesig), kartel (permanent of marcel), en set, hare verf, kleur, manikuur, winkbroue pluk, bordwerk en haarkundige behandeling;
- (b) mansafdeling—
hare knip, skeer, hare was, skroei, masseer (kop of gesig) en haarkundige behandeling;

"ongekwalfiseer", nie gekwalfiseer 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 subartikels (2) en (3) van hierdie artikel, 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, uitgesonderd 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.
(b) Damesafdeling.			
(i) Haarkapper of pruikmaker, manlik	7	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, bepaal word.			

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(d) Clerk or counterhand—		
Male employees, qualified.....	6 6 11	27 10 0
Male employees, unqualified—		
during first year's experience.....	2 6 2	10 0 0
during second year's experience.....	3 2 3	13 10 0
during third year's experience.....	3 18 5	17 0 0
during fourth year's experience.....	4 14 7	20 10 0
during fifth year's experience.....	5 10 0	24 0 0
Female employees, qualified.....	4 3 1	18 0 0
Female employees, unqualified—		
during first year's experience.....	2 1 6	9 0 0
during second year's experience.....	2 11 11	11 5 0
during third year's experience.....	3 2 3	13 10 0
during fourth year's experience.....	3 12 8	15 15 0
(e) General assistant—		
over 20 years of age.....	1 15 0	7 11 8
18 years to 20 years of age.....	1 8 0	6 1 4
under 18 years of age.....	1 2 9	4 18 7
(f) Lift attendant.....	2 5 0	9 4 2
(g) Receptionist and/or telephonist.....	4 3 1	18 0 0
during first year's experience.....	2 1 6	9 0 0
during second year's experience.....	2 11 11	11 5 0
during third year's experience.....	3 2 3	13 10 0
during fourth year's experience.....	3 12 8	15 15 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 wages 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 which an employer is compelled by law, ordinance or legal process, to pay on behalf of an employee.

	Per week.	Per maand.
	£ s. d.	£ s. d.
(d) Klerk of toonbankbediende—		
Manlike werknemers, gekwalifiseer....	6 6 11	27 10 0
Manlike werknemers, ongekwalifiseer—		
gedurende eerste jaar ondervinding..	2 6 2	10 0 0
gedurende tweede jaar ondervinding..	3 2 3	13 10 0
gedurende derde jaar ondervinding..	3 18 5	17 0 0
gedurende vierde jaar ondervinding..	4 14 7	20 10 0
gedurende vyfde jaar ondervinding..	5 10 0	24 0 0
Vroulike werknemers, gekwalifiseer....	4 3 1	18 0 0
Vroulike werknemers, ongekwalifiseer—		
gedurende eerste jaar ondervinding..	2 1 6	9 0 0
gedurende tweede jaar ondervinding..	2 11 11	11 5 0
gedurende derde jaar ondervinding..	3 2 3	13 10 0
gedurende vierde jaar ondervinding..	3 12 8	15 15 0
(e) Algemene helper—		
20 jaar en oor.....	1 15 0	7 11 8
18 jaar maar onder 20 jaar.....	1 8 0	6 1 4
onder 18 jaar.....	1 2 9	4 18 7
(f) Hyserbediende.....	2 5 0	9 4 2
(g) Ontvangklerk en/of telefonis.....	4 3 1	18 0 0
gedurende eerste jaar ondervinding....	2 1 6	9 0 0
gedurende tweede jaar ondervinding....	2 11 11	11 5 0
gedurende derde jaar ondervinding....	3 2 3	13 10 0
gedurende vierde jaar ondervinding....	3 12 8	15 15 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 subartikel (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 [uitgesonderd 'n leerling van wie kennis kragtens artikel 6 (1) van hierdie Ooreenkoms 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 'n haarkapper aanneem nie.

(5) 'n Werknemer wat op die betaaldag onmiddellik voor die inwerkingtrekking van hierdie Ooreenkoms 'n hoër loon ontvang het as wat in subartikel (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) *Lewenskostoelae.*—Elke werkgewer moet gedurende die geldigheid van Oorlogsmaatreël No. 43, soos gewysig, benewens die lone soos in hierdie artikel voorgeskryf, op elke betaaldag aan die werknemers 'n lewenskostoelae betaal teen die skale voorgeskryf kragtens 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 artikel 4 voorgeskryf word, weekliks en van dié vir wie sowel week- as maandelone in artikel 4 voorgeskryf word, of weekliks of maandeliks in kontant betaal word op die plek waar die werknemer op die tydstip van betaling werklik in diens is, met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag eindig, die lone en betalings wat kragtens hierdie Ooreenkoms verskuldig is, onmiddellik by beëindiging betaal moet word.

Los werknemers moet onmiddellik by diensbeëindiging betaal word.

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

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

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

(c) Elke werkgewer moet kragtens die bevoegdheid deur hierdie Ooreenkoms verleen, van die weekloon of maandeloon van sy werknemers wat onder hierdie Ooreenkoms val, die bydraes aftrek wat betaalbaar is aan die vakvereniging 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 van die jaar 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 in Aanhangsel A hiervan voorgeskryf, aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur.

(e) Enige bedrag wat 'n werkgewer kragtens wet, ordonnansie of regsgeeding verplig is om ten behoeve van 'n werknemer te betaal.

- (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

(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 the general assistants referred to in sub-clause (e), shall not be employed, and the 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 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, managers/manageresses, 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.

No overtime shall be worked. If, however, a mechanical, electrical, or technical fault should occur, then a period of not more than twenty minutes may be worked after normal closing hours.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

(2) Each employee, except casual employees, shall be granted in each year of service with the same employer three (3) 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.

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

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

(5) When an employee's employment is terminated before the completion of a year's service, but after the completion of one month's service the employee shall be entitled to 1/12th of a week's wages which he was receiving when his employment was terminated for each completed week of employment in the uncompleted year.

- (f) As 'n algemene helper toegestem het om kos en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens ondergenoemde bedrae:—

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

(3) Die besoldiging aan 'n werknemer verskuldig moet aan hom oorhandig word in 'n verseelde koevert waarop die volgende vermeld word: sy volle naam, die tydperk ten opsigte waarvan die besondere betaling gedoen word, die bedrag in die koevert en volle besonderhede aangaande die loon, kommissie, bonus, lewenskostetoeleae en ander verskuldigde bedrae, asook enige 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 werkgever 'n leerling sonder voorafgaande skriftelike toestemming van die Nywerheidsraad in diens neem nie.

7. WERKURE.

(1) (a) Behoudens die bepaling van paragraaf (b) hiervan en van artikel 8, mag geen werknemers, uitgesonderd algemene helpers genoem in subartikel (e), in diens wees en inrigtings oop wees nie, uitgesonderd gedurende ondergenoemde ure:—

Maandae tot Vrydae: 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 Goeie Vrydag en Kersdag, as Kersdag op 'n Donderdag val.

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

(d) Behoudens die bepaling van artikel 8 mag geen werkgever of werknemer buite die ure vasgestel in paragraaf (a), haarkapperswerk vir winsbejag onderneem nie.

(e) Algemene helpers mag nie meer as 8 uur per dag van Maandag tot en met Vrydag en 4½ uur op Saterdag, versprei oor 10½ uur, uitgesonderd op Saterdag, werk nie.

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

(2) (i) Alle werkende werkgewers, bestuurders bestuurderesse wat in die Haarkappersbedryf werk, moet die werkure in hierdie klousule voorgeskryf, nakom.

(ii) Alle werknemers moet 'n onderbreking van minstens een uur tussen die ure 11.30 vm. en 2.30 nm. toegestaan word vir 'n maaltyd op alle werkdae, uitgesonderd op die dae waarop die eienaar verplig is om kragtens die Winkelure Ordonnansie sy besigheid vir die weeklikse halfdag vakansie te sluit; met dien verstande dat geen werknemer verplig of toegelaat mag word om langer as vyf uur agtereën 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

Daar moet geen oortyd gewerk word nie. Indien daar egter 'n meganiese, elektriese of tegniese fout mag ontstaan, kan vir 'n tydperk van hoogstens 20 minute na die gewone sluitingsure gewerk word.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op en moet verlof met volle besoldiging op alle openbare vakansiedae ontvang en daarvan gebruik maak.

(2) Aan elke werknemer, uitgesonderd los werknemers, moet in elke jaar diens by dieselfde werkgewer drie (3) agtereenvolgende weke verlof met volle besoldiging toegestaan word. Die drie weke moet 18 werkdade insluit en wanneer 'n openbare vakansiedag binne die verloftyd kragtens die bepaling hiervan val, moet so 'n vakansiedag by sodanige tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

(3) Jaarlikse verlof kragtens subartikel (2) moet op 'n tydstop geneem word wat tussen die werkgewer en die werknemer gereël is twee maande voordat sodanige verlof aanbreek, en moet in elk geval deur die werkgewer toegestaan en deur die werknemer aanvaar word sodat dit binne twee maande, nadat dit aanbreek, 'n aanvang neem.

(4) Wanneer 'n werknemer een jaar diens by dieselfde werkgewer voltooi het en die werkgewer of werknemer genoemde diens wil beëindig voordat die werknemer verlof kragtens subartikel (2) geneem het, moet genoemde werknemer sy verlof ontvang en neem voordat kennis van diensbeëindiging gegee word. Besoldiging vir sodanige verlof moet geen *pro rata* bedrag van verlofgeld insluit ten opsigte van verlof wat vir genoemde werknemer *mutatis mutandis* kragtens subartikel (5) opgeloopt het ten opsigte van diens by dieselfde werkgewer nadat die werknemer op verlof kragtens subartikel (2) geregtig geword het nie. Sodanige *pro rata* verlof moet *mutatis mutandis* kragtens subartikel (6) hiervan aan die Raad betaal word.

(5) Indien 'n werknemer se diens voor die voltooiing van 'n jaar diens beëindig word, dog na die voltooiing van een maand diens, is die werknemer geregtig op 1/12de van 'n week se loon wat hy ontvang het toe sy diens beëindig is, vir elke voltooiide week diens in die onvoltooiide jaar.

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of sub-section (2) or his services shall be terminated, as the case may be and shall remit to the Council at the same time the holiday pay due to the employee, if any, in each instance. Such notification and remittance to reach the Secretary of the Council at least 7 days before the date when leave in terms of sub-section (2) commences, or within the seven days after the termination of employment as the case may be. When an employee is to take his leave as prescribed in terms of sub-section (2), the leave pay remitted to the Council shall be paid over to him forthwith, but where the employee's employment has been terminated, the pro rata leave pay remitted to the Council shall be retained by the Council until such time as the employee has completed in the aggregate a year of service in the Hairdressing Trade, covered by this Agreement.

When the employee has completed a year of service in the aggregate in the said Hairdressing Trade, he shall thereupon be required to take leave in terms of sub-section (2) and his employer shall be required to grant him such leave within two months of it falling due in terms hereof and the employer shall pay to the Council $\frac{1}{12}$ th of the weekly wage that the employee was receiving immediately prior to proceeding on leave for each completed week of employment with the said employer up to the time his leave was due and such money shall forthwith be paid to the employee by the Council together with the balance of the leave pay standing to the employee's credit; provided—

- (a) that where the said employer or employee desires to terminate the said employment, after the employee has qualified for leave, the employee shall be required to take and shall be granted his leave before his services are thus terminated; the provisions of sub-section (4) shall *mutatis mutandis* apply in respect of any pro rata leave pay due to the employee;
- (b) that notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the said trade after the expiration of 18 months from the date the first pro rata leave payment in respect of such year of service was paid to the Council, the money standing to the credit of such employee shall be paid to him without him being required to take or be granted any leave and from the date of such payment he will 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 said trade thereafter; and
- (c) that in the event of an employee's death all leave pay standing to his credit shall be paid into his estate.

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

(8) For the purpose of this section, employment shall be deemed to include any period during which the employee is on leave in terms of the provisions of this section or is undergoing training under the South Africa Defence Act, 1912, or is absent from work on the instruction or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 30 days in any twelve months, or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work shall not be deemed to be employment.

(9) No employee shall work in the said trade for wages or other consideration while on leave of absence on full pay.

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

(11) Any amount standing to the credit of an employee and not paid to such employee after the expiration of 2 years from the date the employee was entitled to receive such amount, shall accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the funds of the Council to such employee as referred to herein.

(12) Every apprentice employed in the said trade shall be entitled to twelve (12) days sick leave on full pay in any one year of employment with the same employer, provided that such apprentice shall not be absent for less than three days or more than seven days in any one period of illness and shall produce to his employer a medical officer's certificate of such illness; provided further that if an apprentice is absent for less than three days, no sick pay shall be payable and if absent for more than

(6) Die werkgewer moet die Sekretaris van die Raad in kennis stel omtrent die datum waarop die werknemer se verlof kragtens subartikel (2) moet begin of sy dienste beëindig moet word, na gelang van die geval, en aan die Raad tegelykertyd die verlof-besoldiging wat aan die werknemer verskuldig is, as daar is, in elke geval terugstuur. Sodanige kennisgewing en terugbetaling moet die Sekretaris van die Raad minstens 7 dae voor die datum bereik waarop verlof kragtens subartikel (2) 'n aanvang neem, of binne die 7 dae na die diensbeëindiging, na gelang van die geval. Wanneer 'n werknemer sy verlof moet neem, soos kragtens subartikel (2) voorgeskryf, moet die verlof-besoldiging wat aan die Raad gestuur is, onmiddellik aan hom oorbetal word, maar indien die werknemer se diens beëindig is, moet die pro rata verlofbesoldiging wat aan die Raad gestuur is, deur die Raad gehou word tot tyd en wyl die werknemer altesaam 'n jaar diens, gedek deur hierdie Ooreenkoms, in die Haarkappersbedryf voltooi het.

Wanneer die werknemer 'n jaar diens altesaam in genoemde Haarkappersbedryf voltooi het, dit daarna van hom vereis word om kragtens subartikel (2) verlof te neem en sy werknemer moet hom sodanige verlof binne twee maande toestaan nadat hy hierkragtens daarop geregtig word, en die werkgewer moet aan die Raad $\frac{1}{12}$ de van die weekloon betaal wat die werknemer onmiddellik voor die aanvang van sy verlof ontvang het vir elke voltooide diensweek by genoemde werkgewer tot hy op verlof geregtig geword het en sodanige geld moet sonder versuim deur die Raad aan die werknemer betaal word, saam met die res van die verlofgeld wat in sy krediet staan; met dien verstande dat—

- (a) indien genoemde werkgewer of werknemer genoemde diens wil beëindig, nadat die werknemer op verlof geregtig geword het, die werknemer verplig is om sy verlof te neem en sy verlof aan hom toegestaan moet word voordat sy dienste aldus beëindig word; die bepaling van subartikel (4) is *mutatis mutandis* van toepassing ten opsigte van enige pro rata verlofbesoldiging wat aan die werknemer verskuldig is;
 - (b) ondanks andersluidende bepaling hierin, indien 'n werknemer nie 'n jaar diens in genoemde bedryf voltooi het na die verstrekking van 18 maande van die datum af waarop die eerste pro rata verlofbesoldiging ten opsigte van so 'n jaar diens aan die Raad betaal is nie, die geld wat in die krediet van so 'n werknemer staan, aan hom betaal moet word sonder dat van hom vereis word om enige verlof te neem of te aanvaar en van die datum van so 'n besoldiging af dit beskou sal word dat hy sy volgende jaar diens begin het, maar indien hy in daardie stadium werkloos is, dit beskou moet word dat sy volgende jaar diens 'n aanvang neem van die datum af waarop hy daarna in genoemde bedryf in diens geneem word; en
 - (c) in geval van 'n werknemer se dood alle verlofbesoldiging, wat in sy krediet staan, in sy boedel gestort moet word.
- (7) Vir die toepassing van hierdie artikel, moet 'n werknemer se jaar diens waarvoor hy op drie weke jaarlikse verlof geregtig is, plus enige openbare vakansiedae met volle besoldiging wat binne daardie tydperk val, soos in hierdie artikel voorgeskryf, altesaam twaalf maande diens in genoemde bedryf wees, bereken van die datum van sy eerste diensaanvaarding in genoemde bedryf af, of van die datum af waarop hy laas op jaarlikse verlof geregtig geword het, of van die datum af waarop hy laas pro rata verlofbesoldiging in genoemde bedryf ontvang het, sonder dat hy enige verlof geneem het, na gelang van die jongste; met dien verstande dat indien 'n werknemer op die datum werkloos was waarop hy laas pro rata verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens subartikel (6) (b) geneem het, dit beskou sal word dat sy volgende jaar diens van die datum af begin waarop hy in die bedryf weer in diens geneem is.

(8) Vir die toepassing van hierdie artikel moet dit beskou word dat diens enige tydperk omvat waarin die werknemer kragtens die bepaling van hierdie artikel met verlof is, of ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding meemaak, of van die werk op bevel of op versoek van die werkgewer afwesig is, of van die werk weens siekte of 'n ongeluk afwesig is, maar enige tydperk van afwesigheid weens siekte of 'n ongeluk bo 30 dae in enige twaalf maande of drie agtereenvolgende dae indien die werknemer in gebreke bly om op versoek van die werkgewer, 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy weens siekte of 'n ongeluk verhinder is om sy werk te verrig, nie as diens beskou moet word nie.

(9) Geen werknemer moet in genoemde bedryf vir 'n loon of ander vergoeding werk terwyl hy met verlof met volle besoldiging afwesig is nie.

(10) Verlof met volle besoldiging en kennisgewing van diensbeëindiging moet nie saamval nie.

(11) Enige bedrag wat in die krediet van 'n werknemer staan en nie na verloop van 2 jaar van die datum af waarop die werknemer op so 'n bedrag geregtig was, aan so 'n werknemer uitbetaal is nie, moet in die fondse van die Raad gestort word; met dien verstande, egter, dat die Raad enige eis in oorweging moet neem wat deur so 'n werknemer ingestel word na afloop van genoemde tydperk en mag na goeddunke 'n *ex gratia* besoldiging uit die fondse van die Raad aan so 'n werknemer, soos hierin genoem, laat geskied.

(12) Elke vakleerling in diens by genoemde bedryf is op twaalf (12) dae siekteverlof met volle betaling in enige enkele diensjaar by dieselfde werkgewer geregtig, met dien verstande dat so 'n vakleerling vir minstens drie dae of hoogstens sewe dae in enige enkele siektetydperk afwesig is, en aan sy werkgewer 'n sertifikaat van 'n geneeskundige in verband met sodanige siekte moet voorleë; en voorts met dien verstande dat indien 'n vakleerling minder as drie dae afwesig is, geen siektebesoldiging betaalbaar is nie en indien afwesig vir meer as sewe dae, slegs sewe dae siektebesoldiging verskuldig is, met inbegrip van die eerste drie

seven days, only seven days sick pay is due, including the first three days in such period. The provisions of this sub-section shall not apply to an apprentice who has agreed to become a member of the said Hairdressing Trade Sick Benefit Fund in accordance with section 22 (10) of this Agreement.

(13) All moneys held by the Council in terms of this section shall be kept in a separate trust account.

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.

(4) Should an employee fail to give one week's notice of his intention to leave his employer's services, he shall pay his employer the equivalent of a week's wages at the same rate of pay he was receiving on the day he terminated his employment.

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—

- ask the applicant to submit himself or herself to an examination; or
- 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.

(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 examination 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 4s. 4d. (four shillings and fourpence) 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.

(4) Each Delegate or his Alternate attending meetings of the Industrial Council shall be paid 15s. (fifteen shillings) for each meeting attended.

dae van so 'n tydperk. Die bepalings van hierdie subartikel is nie van toepassing op 'n vakleerling wat toegestem het om 'n lid van genoemde Siektebystandsfonds van die Haarkappersbedryf ooreenkomstig artikel 22 (10) van hierdie Ooreenkoms te word nie.

(13) Alle geld in besit van die Raad moet kragtens hierdie artikel in 'n aparte trustrekening gehou word.

10. DIENSOPSEGGING.

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

(2) Subartikel (1) van hierdie artikel is nie op los werknemers van toepassing nie.

(3) Diensoopsegging kragtens subartikel (1) van hierdie artikel is nie van krag voor afloop van enige verlof wat aan 'n werknemer verskuldig is nie.

(4) Indien 'n werknemer in gebreke bly om een week kennis te gee van sy voorneme om sy werkgewer se diens te verlaat, moet hy aan sy werkgewer 'n som wat gelyk is aan 'n week se besoldiging betaal teen dieselfde loontarief wat hy ontvang het op die dag toe hy sy diens beëindig het.

11. BEKWAAMHEIDCERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel wat uit minstens 4 lede bestaan, waarvan 2 werkgewers en 2 werknemers moet wees, en wat die eksamens moet afneem wat in subartikels (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—

- die aansoeker moet versoek om hom of haar aan 'n eksamen te onderwerp; of
- hom moet vergewis dat die aansoeker op grond van sy jare van ondervinding 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) '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 toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings hiervan strydig is nie.

(2) Alle geskille wat mag ontstaan 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 enigen 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 goedgekeurde en nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingssertifikaat 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 sodanige vrystelling verleen word;
- die voorwaardes ooreenkomstig subartikel (2) van hierdie artikel 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 werkgewer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. UITGAWES VAN DIE RAAD.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer 4s. 4d. (vier sjelings en vier pennies) per maand aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, met uitsondering van leerlinge, hysberbediendes, telefoniste en ontvangkierke wat 1s. (een sjeling) per maand moet betaal.

(2) By die bedrag wat afgetrek word, moet die werkgewer maandeliks '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 in Aanhangsel A hiervan voorgeskryf.

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

(4) Aan elke afgevaardigde of sy plaasvervanger wat vergaderings van die Nywerheidsraad bywoon, moet 15s. (vyftien sjelings) betaal word vir elke vergadering wat hulle bywoon.

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:—

- (a) His full name and address.
- (b) His business address.
- (c) 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 employers' organisation shall not employ an employee who is not a member of the trade union; and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employer's organisation.

No employer (who is a member of the employers' 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.

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 counterhand unless he has in his employ one qualified male or female clerk or counterhand, and for each one such qualified clerk or counterhand not more than one male or female unqualified clerk or counterhand, as the case may be, may be employed; provided that an unqualified male or female clerk or counterhand receiving not less than the wages prescribed in section 4 (1) (d) for a qualified male or female clerk or counterhand may be reckoned as a qualified male or female clerk or counterhand as the case may be.

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-treding van hierdie Ooreenkoms, en elke werkgewer wat na genoemde datum in die Haarkappersbedryf besigheid begin, moet binne een maand na die aanvang van sy besigheid die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

- (a) sy volle naam en adres;
- (b) sy besigheidsadres;
- (c) 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 subartikel (1) van hierdie artikel sowel as die naam waaronder die vennootskap sy bedryf beoefen, 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.

Dié kennisgewing moet die besonderhede bevat wat in paragraaf (c) van subartikel (1) van hierdie artikel gespesifiseer word.

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

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 die bepalinge van 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 lidmaatskapskaart van die South African Hairdressers' Employees' Industrial Unions, Natal Branch, voorgelê word nie.

Die bepalinge van hierdie artikel 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, weer om op versoek van die betrokke vakvereniging lid daarvan te word, hierdie artikel onmiddellik van toepassing word, met dien verstande dat hierdie klousule nie van toepassing is nie 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. BUITEWERK.

(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 werkgewer, vir verkoop, winsbejag of beloning in toiletartikels-handel dryf nie terwyl hy by 'n werkgewer wat die haarkappersbedryf beoefen, in diens is.

(2) Geen werkgewer kan van 'n werknemer vereis om op 'n ander plek as in sy inrigting werk in verband met die haarkappersbedryf te verrig nie, en geen werknemer mag sulke werk op 'n ander plek as in sy werkgewer se inrigting onderneem nie; met dien verstande dat die bepalinge van hierdie subartikel 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 Werkgewer 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 werkgewer mag 'n persoon onder die ouderdom van 15 jaar in sy inrigting in diens hê nie.

21. HAARKAPPERSKOLE.

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

22. GETALLEVERHOUDING.

(1) 'n Werkgewer mag geen ongekwalifiseerde manlike of vroulike klerk of toonbankbediende in sy diens hê nie tensy hy 'n gekwalifiseerde manlike of vroulike klerk of toonbankbediende in sy diens het en hy mag hoogstens een manlike bediende in diens hê vir elke gekwalifiseerde klerk of vroulike ongekwalifiseerde klerk of toonbankbediende na gelang van die geval; met dien verstande dat 'n ongekwalifiseerde manlike of vroulike klerk of toonbankbediende wat minstens die loon ontvang wat in artikel 4 (1) (d) vir 'n gekwalifiseerde manlike of vroulike klerk of toonbankbediende voorgeskryf word, na gelang van die geval, as gekwalifiseerde manlike of vroulike klerk of toonbankbediende gereken kan word.

(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) In cases where the employer has instituted a "colour scheme" in coats, uniforms and overalls fitting in with the colour scheme of his Saloon, he shall supply the required coats, uniforms, and overalls to his assistants. The cost of laundering same shall be borne by the employee.

(d) 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.

(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.

(2) 'n Werkgewer wat self in die haarkappersbedryf werk, kan vir die doel van of manlike of vroulike getalverhouding, maar nie vir altwee nie, as 'n gekwalifiseerde werknemer geag word; met dien verstande dat ten opsigte van 'n inrigting hoogstens een werkgewer so 'n werknemer geag kan word.

23. UNIFORMS, OORPAKKE EN UITRUSTING.

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

Dié uniforms of oorpakke bly die werkgewer se eiendom.

(b) 'n Werknemer wat meer as drie jaar van sy/haar vakleerlingskap 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 werkgewer verplig om dit op sy/haar eie koste te verskaf, en dit bly die werkgewer se eiendom.

(c) Waar die werkgewer 'n „kleurskema" ingestel het in jasse, uniforms en oorpakke om te pas by die kleurskema van sy salon, moet hy die verlangde jasse, uniforms en oorpakke vir sy werknemers verskaf. Die koste om dit te was en te stryk, moet deur die werknemer gedra word.

(d) 'n Werkgewer moet op eie koste aan elke werknemer die haarnaalde verskaf wat in sy inrigting gebruik moet word; met dien verstande dat geen werkgewer verplig kan word om in ses maande meer as 1 lb. haarnaalde te verskaf nie.

ARTIKEL 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) Die fonds word gefinansier uit bydraes kragtens paragraaf (b), (c) en (e) van hierdie subartikel.

(b) Vir die doel van die fonds moet elke werkgewer elke week die volgende bedrae van die lone van elke weekliks betaalde 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 4½ maal die weeklikse bydraes hierbo genoem.

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

(d) Die bepalinge van 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, tsaam met 'n duplikaat daarvan, by die werkgewer. Die oorspronklike moet deur die werkgewer 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 werkgewer ingedien word, is die bepalinge van 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 gewees het kragtens klousule 9 (8); afgetrek moet word van bystand wat kragtens hierdie klousule gedurende dieselfde tydperk aan hom betaalbaar is; 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 werkgewer 'n gelyke bedrag voeg en die totale bedrag plus alle bydraes kragtens paragraaf (c), maandeliks kommissievry en voor of op die 7de dag van elke maand in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur.

(4) Behoudens soos bepaal in subartikel (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 op—

- (i) mediese behandeling met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, spesialis-ondersoeke, narkosegeld, hospitaal- en verpleeginrigting-geld van hoogstens £1 per dag, mits dit deur die fonds se mediese beampte goedgekeur word;

- (ii) sick pay equivalent to half the members 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;
- (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—
- (a) in cases of diseases or physical accident induced by himself;
- (b) consisting of home treatment, if he is resident outside the area of jurisdiction of the Council unless the Management Board especially authorises such treatment.
- (c) 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.
- (d) 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;
- (e) 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.

- (ii) siektebetaling gelyk aan die helfde van die lid se loon en lewenskostetoelae in die Ooreenkoms vir sulke lede voorgeskryf, ten opsigte van enige tydperk of tydperke wat hy deur siekte verhoed is om sy gewone loon te verdien, maar altesaam vir hoogstens 8 weke binne 'n ononderbroke tydperk van twaalf maande van die datum af waarop hy eerste siek geword of 'n ongeluk gehad het wat hom reg op bystand hierooreenkomstig gee;
- (iii) verskaffing van medisyne, verdoovingsmiddels, salf, verband en wasmiddels kragtens 'n voorskrif wat deur 'n mediese beamppte van die fonds onderteken is; met dien verstande dat—
- (a) 'n lid nie die eerste drie dae van 'n afwesigheid van minder as 13 opeenvolgende dae op 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, vergoedbaar is nie;
- (c) gedurende 'n tydperk wanneer bystand betaal word, die lid nog moet voortgaan met die betaling van sy bydraes tot die fonds.
- (iv) Wat ook al hierbo voorkom, is geen lid binne 'n aaneenlopende tydperk van 12 maande vandat hy vir die eerste keer siek of beseer word, geregtig op 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 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) Ondanks die bepalings van paragraaf (iv), is 'n lid nie tot bystand geregtig nie—
- (a) wanneer hy self vir die siekte of besering verantwoordelik is;
- (b) in die geval van tuisbehandeling as hy buite die Raad se reggebied woon tensy die Beheerraad spesiale magtiging verleen;
- (c) as hy na die Beheerraad se mening siek of ongeskik is ween onsedelikeit, oproerige of moedswillige gedrag, oormatige gebruik van sterk drank of ongehoorsaamheid aan die mediese beamppte se voorskrifte terwyl hy siek is;
- (d) as hy 'n besering opdoen terwyl hy deelneem aan motor- of motorfietswedrenne of enige professionele sport, of in 'n vliegtuig, tensy hy 'n betalende passasier is;
- (e) in gevalle van siekte wat uit swangerskap ontstaan, bo en behalwe die swangerskapstoelae van £5 (vyf pond) wat in artikel 6 van die reëls voorgeskryf word; met dien verstande dat die Beheerraad siektebetaling na goeddunke 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, deur die Nywerheidsraad aangestel.
- Plaasvervangers kan enige lid van hul betrokke organisasie verteenwoordig.
- Die beheer word uitgeoefen ooreenkomstig die reëls wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word.
- Die reëls moet 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) Alle geld 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) Surplusgeld in die fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas of in Unielieningstifikate 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.
- (d) Alle koste wat in verband met die beheer van die fonds aangegaan 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.

RETURN FOR MONTH OF SEP 1934

Yours faithfully,

SUBSCRIPTIONS PAYABLE.

Occupations.	Union Subscriptions.	Industrial Council Fees.
Qualified hairdressers, ladies.....	s. d. 5 6	s. d. 4 4
Qualified hairdressers, men.....	8 0	4 4
Clerks, counter hands, telephonists, receptionists and lift attendants.....	3 6	1 0
Apprentices and minors.....	3 0	Nil.
General assistants.....	Nil.	Nil.

(To be completed in duplicate.)

Address.

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(Signature of Guardian, if
Apprentice is a Minor.)

OPGAWE VIR DIE MAAND.....19.....

Die uwe.

BETAALBARE LEDEGELD.

Werk.	Vak- vereniging- geld.	Nywerheids- raadgeld.
Gekwalificeerde haarkappers, dames....	s. d. 5 6	s. d. 4 4
Gekwalificeerde haarkappers, mans.....	8 0	4 4
Klerke, toonbankbediendes, telefoniste, ontvangklerke en hyserbediendes.....	3 6	1 0
Vakleerlinge en minderjariges.....	3 0	Nul.
Algemene helpers.....	Nul.	Nul.

(Moet in tweevoud ingevul word.)

Adres.

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(Handtekening van voog, indien vakleerling minderjarig is.)