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## GOEWERMENTSKENNISGEWING.

### DEPARTEMENT VAN ARBEID.

No. 106.]

[22 Januarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956,  
SOOS GEWYSIG.

HAARKAPPERSBEDRYF, DURBAN.

OOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf, Durban, betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1, 3 tot en met 5 (2) (b), 5 (2) (d) tot en met 15 (1), 16, 17 en 21 tot en met 24 van genoemde Ooreenkoms bevat, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde bedryf in die munisipale gebied van Durban; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde wet dat die bepalings van klousules 1, 3 tot en met 5 (2) (b), 5 (2) (d) tot en met 15 (1), 16, 17 en 21 tot en met 24 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, in die munisipale gebied van Durban *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde bedryf by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,  
Adjunk-minister van Arbeid.

A—7131408

## GOVERNMENT NOTICE.

### DEPARTMENT OF LABOUR.

No. 106.]

[22 January 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

HAIRDRESSING TRADE, DURBAN.

AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, Durban, shall be binding from the first Monday after the date of publication of this notice and for the period ending three years from the said first Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employer and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 5 (2) (b) inclusive, 5 (2) (d) to 15 (1) inclusive 16, 17 and 21 to 24 inclusive of the said agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending three years from the said first Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said trade in the Municipal Area of Durban;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Durban and from the first Monday after the date of publication of this notice and for the period ending three years from the said first Monday, the provisions of clauses 1, 3 to 5 (2) (b) inclusive, 5 (2) (d) to 15 (1) inclusive, 16, 17 and 21 to 24 inclusive of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,  
Deputy-Minister of Labour.

1—6356

## BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,  
DURBAN.

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet No. 28 van 1956, soos gewysig 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  
(Natal Branch)

(hieronder die „werkneemers” 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 van Durban nagekom word deur alle werkgewers en werkneemers 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 vaststel, en bly van krag vir 'n tydperk van drie jaar, of vir sodanige ander tydperk as wat hy bepaal.

## 3. WOORDOMSKRYWINGS.

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

„Wet”, die Wet op Nywerheidsversoening, No. 28 van 1956;  
„vakleerling”, 'n werkneemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944;  
„los werkneemer”, 'n haarkapper/ster wat hoogstens twee dae per week vir dieselfde werkgever werk;  
„klerklike werkneemer”, 'n werkneemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig en omvat 'n ontvangklerk en/of kassier en/of telefonis en/of verkoopsassistent;  
„klerklike werkneemer, manlik, gekwalifiseer”, 'n manlike klerklike werkneemer met minstens vyf jaar ondervinding;  
„klerklike werkneemer, vroulik, gekwalifiseer”, 'n vroulike klerklike werkneemer met minstens vier jaar ondervinding;  
„Raad”, die Nywerheidsraad vir die Haarkappersbedryf (Durban) geregistreer ingevolge artikel *negentien* van die Wet op Nywerheidsversoening, 1956;  
„inrigting”, enige plek waar toiletdienste gewoonlik aan blanke gelewer word;  
„ondervinding”—

(a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke diens wat 'n werkneemer in die Haarkappersbedryf gehad het;

(b) met betrekking tot 'n klerklike werkneemer, die totale tydperk of tydperke wat 'n werkneemer skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk gedoen het, en/of wat hy as-ontvangklerk en/of kassier en/of telefonis en/of verkoopsassistent gewerk het; met dien verstande dat enige tydperk of tydperke diens wat meer as drie jaar in enige een of twee van hierdie werksaamhede altesaam beloop, nie as diens in enige ander van hierdie werksaamhede gereken mag word nie;

„algemene helper”, 'n werkneemer wat by 'n werkgever in diens is vir skoonmaak, vee, skoene poets, boodskappe doen, tee maak, koppies en/of toiletgerei was;

„mansbedryf”, die tak van die Haarkappersbedryf waarin toiletdienste soos hierin omskryf, aan manlike persone gelewer word;

„haarkapper”, 'n werkneemer, uitgesonderd 'n manikuris, 'n minderjarige in klausule 4 (1) (c) genoem, of 'n vakleerling wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, ingeboek is, wat een- of meer van die werksaamhede soos onder „toiletdienste” in hierdie woordomskrywings bepaal, verrig, en wat

(a) 'n vakleerlingskapkontrak kragtens die Wet op Vakleerlinge 1944, soos gewysig, uitgedien het;

## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, DURBAN.

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, 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.

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

## 3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, No. 28 of 1956;  
“apprentice” means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944;

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

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

“clerical employee, male, qualified,” means a male clerical employee who has had not less than five years' experience;

“clerical employee, female, qualified,” means a female clerical employee who has had not less than four years' experience;

“Council” means the Industrial Council for the Hairdressing Trade (Durban) registered in terms of section *nineteen* of the Industrial Conciliation Act of 1956;

“establishment” means any place in which toilet services are normally rendered to Europeans;

“experience” means—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a “clerical employee”, the total period or periods of employment which an employee has had in the following occupations, viz., writing and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant; provided that any period or periods of employment in excess of three years in any one or two of these occupations in the aggregate shall not be reckoned as employment in any other of these occupations;

“general assistant” means an employee who is employed by an employer to clean, sweep, clean shoes, run errands, make tea, wash cups and/or toilet requisites;

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

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

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

- (b) die Raad deur middel van 'n eksamen of andersins kan oortuig van sy bekwaamheid in die damesbedryf in hare sny, waterkärteling en blywende karteling en in die mansbedryf in hare sny, skeer en skeermesse slyp; of
- (c) in besit is van 'n bekwaamheidsertifikaat uitgereik deur enige Nywerheidsraad vir die Haarkappersbedryf of sodanige ander liggaim wat, na die mening van die Raad, bevoeg is om so 'n sertifikaat uit te reik;
- „Haarkappersbedryf”, dié bedryf wat in 'n inrigting uitgeoefen word;
- „damesbedryf”, die tak van die Haarkappersbedryf waarin toiletdienste soos hierin omskryf, aan vroulike persone gelewer word;
- „manikuris”, 'n werkneem wat 'n eenjaartydperk van op-leiding as sodanig meegebaar het en wat slegs manikuur-en sjampoewerk doen;
- „premie”, sonder om in enige opsig die gewone betekenis van die woord te beperk, vergoeding van watter aard ook al, wat in ruil vir die opleiding van 'n werkneem in een van of in albei afdelings van die Haarkappersbedryf, gegee word;
- „kwekelingmanikuris”, 'n werkneem wat nie 'n opleidings-tydperk van een jaar as manikuris voltooi het nie;
- „militêre opleiding”, die ononderbroke opleiding waartoe 'n werkneem ingevolge artikel 21 (1), gelees met subartikels (1) en (2) van artikel 22 van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel 23 van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- „wet”, ook die gemene reg;
- „toiletdienste”—
- (a) in die damesbedryf, die werksaamhede in verband met sjampoewerk, hare sny, skroei, masseer (kop of gesig), kartel (blywend of marcel), set, droogmaak, kleur of tint, naelversorging, winkbroue pluk, bordwerk, en trigologiese behandeling;
  - (b) in die mansbedryf, hare sny, skeer, hare met sjampoe was, skroei, masseerwerk (kop of gesig) en trigolo-giese behandeling;
- „werkende werkgewer”, 'n werkgewer of 'n venoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat enigeen van sy werkneemers verrig.

## 4. LONE.

(1) Behoudens soos bepaal in subklousule (2) van hierdie klosule, mag geen lone teen laer skale as onderstaande deur 'n werkgewer bstaal en deur 'n werkneem aangeneem word nie:

	Per week.	Per maand.
	£ s. d.	£ s. d.
<b>(a) Mansbedryf (manlik of vroulik):—</b>		
(i) Haarkapper.....	9 5 0	40 1 8
(ii) Manikuris.....	4 0 0	17 6 8
(iii) Los werkneem: 4s. (vier sjellings) per uur met 'n minimum van £1. 10s. 10d. per dag, uitgesonderd op Vrydae en Saterdae, en vir werk wat op een van of albei daardie dae verrig word, moet die werkneem minstens £4. betaal word.		
	Per week.	Per maand.
	£ s. d.	£ s. d.
<b>(b) Damesbedryf:—</b>		
(i) Haarkapper (manlik).....	8 13 1	37 10 0
(ii) Haarkapper (vrouwlik).....	5 0 1	21 13 5
(iii) Manikuris.....	4 0 0	17 6 8
	Per week.	Per maand.
	£ s. d.	£ s. d.
<b>(c) Minderjariges in die bedryf van dames-en/of manshaarkapper, gedurende die tydperk wat hulle aldus kragtens die bepalings van die Wet op Vakleer-linge van 1944 sonder 'n vakleer-lingskapkontrak in diens mag wees:—</b>		
(i) Mansbedryf.....	2 0 0	8 13 4
(ii) Damesbedryf.....	1 12 6	7 0 10
	Per week.	Per maand.
	£ s. d.	£ s. d.
<b>(d) Algemene helpers (nie-blank):—</b>		
Ouer as 20 jaar.....	1 16 0	7 16 0
18 jaar maar onder 20 jaar.....	1 10 0	6 10 0
Onder 18 jaar.....	1 4 9	5 7 3

- (b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, water-waving, and permanent waving; and in the gentlemen's trade in cutting, shaving, and razor setting; or
- (c) holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other body which, in the opinion of the Council, is competent to issue such a certificate;

“Hairdressing Trade” means the trade carried on in an establishment;

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

“manicurist” means an employee who has undergone a period of training as such for a period of one year and who performs the operation only in manicuring and shampooing;

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

“manicurist-trainee” means an employee who has not completed a period of training of one year as a manicurist;

“military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training which he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

“law” includes the common law;

“toilet services” means—

- (a) in the ladies' trade; the operation in shampooing, hair-cutting, hair singeing, massaging (head or face), waving (permanent or marcel), setting, hairdrying, tinting, manicuring, eyebrow plucking, board work, and trichological treatment;

- (b) in the gentlemen's trade; haircutting, shaving, shampooing and singeing, massaging (head or face) and trichological treatment;

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

## 4. WAGES.

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

	Per Week.	Per Month.
	£ s. d.	£ s. d.
<b>(a) Gentlemen's trade (male or female):—</b>		
(i) Hairdresser.....	9 5 0	40 1 8
(ii) Manicurist.....	4 0 0	17 6 8
(iii) Casual employee: 4s. (four shillings) per hour with a minimum of £1. 10s. 10d. per day except on Fridays and Saturdays, and for work performed on either or both days the employee shall be paid at least £4.		

	Per Week.	Per Month.
	£ s. d.	£ s. d.
<b>(b) Ladies' trade:—</b>		
(i) Hairdresser (male).....	8 13 1	37 10 0
(ii) Hairdresser (female).....	5 0 1	21 13 5
(iii) Manicurist.....	4 0 0	17 6 8

	Per Week.	Per Month.
	£ s. d.	£ s. d.
<b>(c) Minors employed in the trade of ladies' and/or gentlemen's hair-dressers, during the period they may be so employed in terms of the Apprenticeship Act of 1944 without a contract of apprenticeship:—</b>		
(i) Gentlemen's trade.....	2 0 0	8 13 4
(ii) Ladies' trade.....	1 12 6	7 0 10

	Per Week.	Per Month.
	£ s. d.	£ s. d.
<b>(d) General assistants (non-European):—</b>		
Over 20 years of age.....	1 16 0	7 16 0
18 years to 20 years of age.....	1 10 0	6 10 0
Under 18 years of age.....	1 4 9	5 7 3

	Per maand. £ s. d.	Per Month. £ s. d.
(e) Klerklike werknemers:—		
Manlike klerklike werknemer, ongekwalifiseer—		
(i) gedurende eerste jaar ondervinding.....	10 0 0	
(ii) gedurende tweede jaar ondervinding.....	13 10 0	
(iii) gedurende derde jaar ondervinding.....	17 0 0	
(iv) gedurende vierde jaar ondervinding.....	20 10 0	
(v) gedurende vyfde jaar ondervinding.....	24 0 0	
Daarna.....	27 10 0	
Vroulike klerklike werknemer—		
(i) gedurende eerste jaar ondervinding.....	9 0 0	
(ii) gedurende tweede jaar ondervinding.....	11 5 0	
(iii) gedurende derde jaar ondervinding.....	13 10 0	
(iv) gedurende vierde jaar ondervinding.....	15 15 0	
Daarna.....	18 0 0	

	Per week. £ s. d.	Per maand. £ s. d.	Per Week. £ s. d.	Per Month. £ s. d.
(f) Mans- of damesbedryf:—				
Kwekelingmanikuris.....	2 5 0	9 15 0		

(2) Aan 'n werknemer wat gedurende 'n week in sowel die mansbedryf as die damesbedryf werkzaam was, moet vir daardie hele week die loon betaal word wat na gelang van die hoogste loon, in paragraaf (a) of (b) van subklousule (1) van hierdie klousule voorgeskryf word.

(3) 'n Werkewer en/of 'n werknemer mag geen premie vir die opleiding van 'n persoon as haarkapper aanneem nie.

(4) Enige werknemer, uitgesonderd 'n vakleerling of 'n minderjarige, soos genoem in klousule 4 (1) (c), wat 'n haarkapper se werk verrig moet die lone betaal word, voorgeskryf vir 'n haarkapper in klousule 4 (1) van hierdie Ooreenkoms, en so 'n werknemer moet vir alle doeleindes van hierdie Ooreenkoms as 'n haarkapper gereken word.

(5) Niks in hierdie klousule laat 'n vermindering van die loon wat 'n werknemer op die datum van die inwerkingtreding van hierdie Ooreenkoms ontvang het, toe nie, solank die werknemer by dieselfde werkewer in diens bly.

(6) 'n Werkewer mag geen persoon onder die ouderdom van vyftien (15) jaar in diens neem nie.

(7) Los werknemers mag slegs in diens geneem word vir die vervanging van werknemers of werkende werkewers of vennote wat tydelik afwesig is met siekteverlof of geleenthedsverlof.

(8) Benewens die lone in hierdie artikel voorgeskryf, moet elke werkewer gedurende die duur van hierdie Ooreenkoms, op elke betaaldag aan die werknemers wat hierin gespesifieer word, 'n lewenskostetoelae betaal ooreenkombig Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of 'n ander maatregel wat dit veryang.

##### 5. BETALING VAN LONE EN GEMAGTIGDE AFSTREKKINGS.

(1) Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy 'n werknemer se dienskontrak voor die gewone betaaldag beëindig word; en in dié geval moet die lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde loon moet in 'n geslote koevert wees waarop die volle naam van die werknemer, die tydperk waaroor die bepaalde betaling gedoen word, afstrekings kragtens die bepalings van hierdie Ooreenkoms en die bedrag wat in die koevert is, vermeld word. Aan 'n los werknemer moet die besoldiging aan hom verskuldig, by beëindiging van elke dienskontrak betaal word.

(2) Geen afstrekking hoegenaamd word van die bedrag wat aan 'n werknemer verskuldig is, toegelaat nie, uitgesonderd die volgende:—

- (a) Behoudens soos bepaal in klousule 7, waanneer 'n werknemer van sy werk af wegby, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- (b) Bydraes tot Raadsfondse kragtens klousule 15 (vyftien) van hierdie Ooreenkoms.
- (c) Ledegeld aan S.A. Hairdressers Employees' Industrial Union (Natal) kragtens klousule 15 (2) van hierdie Ooreenkoms.
- (d) Bydraes tot die Siektebystandsfonds vir die Haarkappersbedryf kragtens klousule 24 van hierdie Ooreenkoms.
- (e) Afstrekking vir Werkloosheidversekeringsfondsbydraes, of enige ander bedrag wat 'n werkewer kragtens 'n wet of bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek.

(3) Die lone wat ingevolge klousule 4 verskuldig is en enige besoldiging verskuldig aan 'n werknemer op 'n weeklikse dienskontrak moet gedurende die maand elke week op Saterdag, nie later as 12.30 nie, betaal word; met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling nie later as 5 p.m. nie op die vorige besigheidsdag gedoen moet word.

	Per maand. £ s. d.	Per Month. £ s. d.
(e) Clerical employees:—		
Male clerical employee, unqualified—		
(i) during first year of experience.....	10 0 0	
(ii) during second year of experience.....	13 10 0	
(iii) during third year of experience.....	17 0 0	
(iv) during fourth year of experience.....	20 10 0	
(v) during fifth year of experience.....	24 0 0	
thereafter.....	27 10 0	

	Female clerical employee—	Per Week. £ s. d.	Per Month. £ s. d.
(i) during first year of experience.....	9 0 0		
(ii) during second year of experience.....	11 5 0		
(iii) during third year of experience.....	13 10 0		
(iv) during fourth year of experience.....	15 15 0		
thereafter.....	18 0 0		

	(f) Gentlemen's or ladies' trade:—	Per Week. £ s. d.	Per Month. £ s. d.
Manicurist-trainee.....		2 5 0	9 15 0

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

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

(4) Any employee, other than an apprentice or a minor such as is referred to in clause 4 (1) (c), who performs the work of a hairdresser shall be paid the wages prescribed for a hairdresser in clause 4 (1) of this Agreement, and such employee shall for all purposes of this Agreement be deemed to be a hairdresser.

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

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

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

(8) Every employer shall, during the currency of this Agreement in addition to the wages prescribed in this section, on each pay day pay to the employees specified herein a cost of living allowance in terms of War Measure No. 43 of 1942, as amended, from time to time or such other instrument replacing it.

##### 5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS.

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

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

- (a) Save as provided in clause 7 where an employee absents himself from work a pro rata amount for the period of such absence.
- (b) Contributions to Council Funds in terms of clause 15 (fifteen) of this Agreement.
- (c) Subscriptions to S.A. Hairdressers' Employees' Industrial Union (Natal Branch) in terms of clause 15 (2) of this Agreement.
- (d) Contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 24 of this Agreement.
- (e) Deductions for Unemployment Insurance Fund contributions or any other amount which an employer by any law or Order of any competent Court is required or permitted to make.

(3) Wages due in terms of clause 4, and any remuneration due to an employee on a weekly contract of employment shall be paid not later than 12.30 p.m. on Saturday of each and every week during the month; provided that where Saturday is a Public holiday payment shall be made on the previous business day not later than 5 p.m.

As 'n werknemer op 'n maandelikse dienskontrak is, moet enige besoldiging kragtens hierdie Ooreenkomst verskuldig nie later as 5 nm. nie op die laaste dag van elke maand aan hom betaal word en nie later as 12.30 nm. nie as die laaste dag op 'n Saterdag val; met dien verstande dat as die laaste dag van die bepaalde maand op 'n ander dag as 'n besigheidsdag val, lone nie later as 5 nm. nie op die besigheidsdag wat dié dag voorafgaan, betaal moet word, met dien verstande dat as die besigheidsdag op Saterdag is, betaling nie later as 12.30 nm. moet geskied nie.

(4) Betaling van lone moet geskied op die plek waar die werknemer werklik werk of in diens is wanneer die lone betaal word.

#### 6. WERKURE.

(1) Geen werknemer mag langer werk as 44½ uur gedurende enige week van ses werkdae nie, en geen werkewer mag van sy werknemer vereis of hom toelaat om langer as dit te werk nie.

Die werkure moet ooreenkomsdig die begin- en ophouwydewees soos bepaal in die bylae hieronder, met 'n etenderbreking van een uur wat tussen 11.30 vm. en 2.30 nm. op Maandae tot en met Vrydae geneem moet word; met dien verstande dat 'n werkewer nie van sy werknemer mag verlang of hom toelaat om op enige dag meer as vyf opeenvolgende ure te werk sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie; en die onderbreking word nie as deel van die gewone werkure geag nie.

#### BYLAE.

	<i>Van.</i>	<i>Tot.</i>
<b>Mansbedryf:</b>		
Maandae tot Vrydae.....	8 vm.	5 nm.
Saterdae.....	8 vm.	12.30 nm.
<b>Damesbedryf:</b>		
Maandae tot Vrydae.....	8.30 vm.	5.30 nm.
Saterdae.....	8.30 vm.	1 nm.

Algemene helpers mag nie verplig word of toegelaat word om meer as 8 (agt) uur per dag op Maandae tot en met Vrydae, versprei oor tien en 'n half uur per dag, en meer as vier en 'n half uur op Saterdae, te werk nie.

(2) *Werkure moet opeenvolgend wees.*—Alle werkure van 'n werknemer, etensure uitgesondert, moet opeenvolgend wees.

(3) *Verbod op oortyd.*—In Werknemer mag nie verplig of toegelaat word om meer ure te werk as die getal in subklousule (1) voorgeskryf nie, met dien verstande, egter, dat indien daar 'n meganiese, elektriese of tegniese fout mag ontstaan, daar vir 'n tydperk van hoogstens 20 minute na die gewone sluitingsure gwerk mag word.

(4) Werkewers is nie daartoe geregtig om hulle persele buite die ure in klousule 21 van hierdie Ooreenkomst vasgestel, oop te hou nie, uitgesondert vir die doel om die persele te ventileer.

(5) Wanneer Kersdag op 'n Donderdag val, moet irrigatings gesluit word op die Saterdag wat op Goeie Vrydag en Kersdag volg.

#### 7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

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

(3) Jaarlikse verlof kragtens subklousule (2) moet op 'n tydstip geneem word wat tussen die werkewer en die werknemer gereel is twee maande voordat sodanige verlof aanbreek, en moet in elk geval deur die werkewer toegestaan en deur die werknemer aanvaar word sodat dit binne twee maande, nadat dit aanbreek, 'n aanveng neem.

(4) Wanneer 'n werknemer een jaar diens by dieselfde werkewer voltooi het en die werkewer of werknemer genoemde diens wil beëindig voordat die werknemer verlof kragtens subklousule (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 verlofgeld insluit ten opsigte van verlof wat vir genoemde werknemer *mutatis mutandis* kragtens subklousule (5) opgeloop het ten opsigte van diens by dieselfde werkewer nadat die werknemer op verlof kragtens subklousule (2) geregtig geword het nie. Sodanige *pro rata* verlof moet *mutatis mutandis* kragtens subklousule (6) hiervan aan die Raad betaal word.

Where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement not later than 5 p.m. on the last day of each and every month and not later than 12.30 p.m. in the event of such last day being a Saturday; provided that should such last day of that particular month be other than a business day such wages shall be paid not later than 5 p.m. on the business day preceding such day, provided that should such business day be a Saturday, then not later than 12.30 p.m.

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

#### 6. HOURS OF WORK.

(1) No employee shall work nor shall an employer require or permit an employee to work for more than 44½ hours during any week of six working days.

The working days shall be in accordance with the commencing and termination time as laid down in the schedule hereunder, with a break of one hour for lunch to be taken between 11.30 a.m. and 2.30 p.m. on Mondays to Fridays, (inclusive); provided that an employer shall not require or permit an employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work.

#### SCHEDULE.

	<i>From.</i>	<i>To.</i>
<b>Gentlemen's trade:</b>		
Mondays to Fridays.....	8 a.m.	5 p.m.
Saturdays.....	8 a.m.	12.30 p.m.
<b>Ladies' trade:</b>		
Mondays to Fridays.....	8.30 a.m.	5.30 p.m.
Saturdays.....	8.30 a.m.	1 p.m.

General-assistants shall not be required or permitted to work for more than 8 (eight) hours per day on Mondays to Fridays, (inclusive), with a spread over of ten and a half hours per day, and four and a half hours on Saturdays.

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

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

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

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

#### 7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

(2) Each employee, except casual employees, shall be granted in each year of service with the same employer three (3) consecutive weeks 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-clause (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-clause (2), the said employee shall be granted and shall take his leave before notice of termination of employment is given. Payments 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-clause (5) in respect of service with the same employer after the employee's leave in terms of sub-clause (2) became due. Such *pro rata* leave shall *mutatis mutandis* be paid to the Council in terms of sub-clause (6) hereof.

(5) Indien 'n werknemer se diens vóór die voltooiing van 'n jaar diens beëindig word, dog na die voltooiing van een maand diens, is die werknemer geregtig  $\frac{1}{12}$ de van 'n week se loon wat hy ontvang het toe sy diens beëindig is, vir elke voltooide week diens in die onvoltooide jaar.

(6) Die werkgever moet die Sekretaris van die Raad in kennis stel omtrent die datum waarop die werknemer se verlof kragtens subklousule (2) moet begin of sy dienste beëindig moet word, na gelang van die geval, en aan die Raad tegelykertyd die verlofbesoldiging 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 subklousule (2) 'n aanvang neem, of binne 7 dae na die diensbeëindiging, na gelang van die geval. Wanneer 'n werknemer sy verlof moet neem, soos kragtens subklousule (2) voorgeskryf, moet die verlofbesoldiging wat aan die Raad gestuur is, onmiddellik aan hom oorbetaal 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 in die Haarkappersbedryf gedek deur hierdie Coreenkoms voltooi het.

Wanneer die werknemer 'n jaar diens altesaam in genoemde Haarkappersbedryf voltooi het, is hy daarna verplig om kragtens subklousule (2) verlof te neem en sy werknemer moet hom sodanige verlof binne twee maande toestaan nadat hy hierkragtens daarop geregtig word, en die werkgever 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 werkgever 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 verlof-geld wat in sy krediet staan; met dien verstande dat—

(a) indien genoemde werkgever 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 voor dat sy dienste aldus beëindig word; die bepalings van subklousule (4) is *mutatis mutandis* van toepassing ten opsigte van enige *pro rata* verlofbesoldiging wat aan die werknemer verskuldig is;

(b) ondanks enige andersluidende bepalings hierin, indien 'n werknemer nie 'n jaar diens in genoemde bedryf voltooi het na die verstryking 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 kredit 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 vanaf die datum van so 'n besoldiging dit beskou sal word dat hy sy volgende jaar diens begin het, maar indien hy in daardie stadium werkloos is, dit geag 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 die 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 klousule, 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 klousule 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 dié datum werkloos was waarop hy laas *pro rata* verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens subklousule (6) (b) geneem het, dit geag moet 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 klousule moet dit geag word dat diens enige tydperk omvat waarin die werknemer kragtens die bepalings van hierdie klousule met verlof is, of ingevolge die Verdedigingswet, 1957, militêre opleiding meemaak, of van die werk op bevel of op versoek van die werkgever 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 opeenvolgende dae indien die werknemer in gebreke bly om op versoek van die werkgever, 'n sertifikaat, deur 'n mediese praktisyn uitgereik, voor te lê dat hy weens siekte of 'n ongeluk verhinder is om sy werk te verrig, word nie as diens geag nie.

(9) 'n Werkgever mag nie van sy werknemer vereis of hom toelaat om in genoemde bedryf, hetsy vir besoldiging of nie, te werk en 'n werknemer mag nie in genoemde bedryf, hetsy vir besoldiging of nie, werk gedurende die jaarlikse verloftydperk wat aan so 'n werknemer toegestaan word ingevolge subklousule (2) hiervan nie.

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

(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  $\frac{1}{12}$ th of a week's wages which he was receiving when his employment was terminated for each completed week of employment in the uncompleted year.

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of sub-clause (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-clause (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-clause (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-clause (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-clause (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 clause an employee's year of service for which he shall be entitled to three weeks annual leave plus any public holidays falling within that period on full pay, as provided for in this clause, shall be 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-clause (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 clause employment shall be deemed to include any period during which the employee is on leave in terms of the provisions of this clause or is undergoing military training under the Defence Act, 1957, 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) An employer shall not require or permit an employee to work in the said trade, whether for remuneration or not, and an employee shall not work in the said trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of sub-clause (2) hereof.

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

(11) Enige bedrag wat in die kredit 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 na goedgunke 'n *ex gratia* besoldiging uit die fondse van die Raad aan so 'n werknemer, soos hierin genoem, mag betaal.

(12) Elke vakleerling in diens by genoemde bedryf is op twaalf (12) dae siekteverlof met volle betaling in enige enkele diensjaar by dieselfde werkgever 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 werkgever 'n sertifikaat van 'n geneeskundige beampot in verband met sodanige siekte moet voorlê; en voorts met dien verstande dat indien 'n vakleerling minder as drie dae afwesig is, geen siektebesoldiging betaalbaar is nie en indien hy langer as sewe dae afwesig is, slegs sewe dae siektebesoldiging verskuldig is, met inbegrip van die eerste drie dae van so 'n tydperk. Die bepalings van hierdie subklousule is nie van toepassing op 'n vakleerling wat toegestem het om 'n lid van genoemde Siektebystandsfonds van die Haarkappersbedryf ooreenkomsdig klousule 24 (12) van hierdie Ooreenkoms te word nie.

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

#### 8. GETALLEVERHOUDING.

(1) *Kwekelingmanikuris*.—'n Inrigting het nie die reg om op enige tydstip meer as een kwekelingmanikuris in diens te hê nie.

(2) *Klerklike werknemers*.—(a) 'n Werkgever mag nie 'n ongekwalificeerde manlike of vroulike klerklike werknemer in diens neem nie tensy hy een gekwalificeerde manlike of vroulike klerklike werknemer in diens het, en vir elke sodanige gekwalificeerde klerklike werknemer, mag nie meer as een manlike of vroulike ongekwalificeerde werknemer, na gelang van die geval, in diens geneem word nie; met dien verstande dat 'n ongekwalificeerde manlike of vroulike klerklike werknemer wat minstens die loon, voorgeskrif in klousule 4 (1) (e) vir 'n gekwalificeerde manlike of vroulike klerklike werknemer ontvang, as 'n gekwalificeerde manlike of vroulike klerklike werknemer, na gelang van die geval, geag kan word.

(b) 'n Werkgever wat aktief in die Haarkappersbedryf werkzaam is kan vir die doel van die getalleverhouding ten opsigte van of mans of vrouens, maar nie albei nie, as 'n gekwalificeerde werknemer geag word; met dien verstande dat ten opsigte van enige bedryfsinrigting hoogstens een werkgever as 'n werknemer geag mag word.

#### 9. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer, uitgesonderd 'n los werknemer of sy werkgever, moet minstens een week kennis vir beëindiging van 'n dienskontrak gee: Met dien verstande dat hierdie subklousule nie inbreuk maak op die reg van die werkgever of die werknemer nie om die dienskontrak sonder kennisgewing te beëindig om enige goede rede wat by wet as voldoende beskou word, of enige skriftelike ooreenkoms tussen 'n werknemer en sy werkgever wat voorsiening maak vir 'n diensopseggingstydperk van gelyke duur aan albei kante en vir 'n langer tydperk as een week; voorts met dien verstande dat 'n werkgever of sy werknemer daarop geregtig is om die dienskontrak sonder opsegging te beëindig deur een week se loon te betaal of te verbeur.

(2) Kennis kragtens subklousule (1) mag nie saamval met of gegee word gedurende die werknemer se afwesigheid met verlof of terwyl hy militêre opleiding ondergaan of gedurende enige tydperk van afwesigheid met siekteverlof nie.

#### 10. BEKWAAMHEIDSETIFIKAAT.

(1) Die Raad moet 'n komitee aanstel wat uit minstens vier lede bestaan, van wie twee werkgewers en twee werknemers moet wees, wat die eksamens genoem in subklousules (2) en (3) moet afneem en by die Raad aanbevelings moet doen betreffende die uitreiking van bekwaamheidsetifikaate.

(2) Wanneer 'n werkgever of werknemer ook al aansoek doen om 'n bekwaamheidsetifikaat, moet hy saam met die aansoek die som van £1. 10s. aan die Raad stuur (deur tussenkom van die Sekretaris) wat—

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

(b) hom daarvan moet oortuig dat die applikant, uit hoofde van sy jare ondervinding, op die setifikaat geregtig is, en as tot tevredenheid van die Raad bewys word dat die applikant bekwaam is, moet die Raad die setifikaat uitreik.

(3) 'n Applikant wat in gebreke bly om 'n eksamen af te sonder om die komitee in kennis te stel van die oorsaak, wat deur die komitee as bevredigend beskou word, verbeur die eksamengeld.

(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 seven days, only seven days sick pay is due, including the first three days in such period. The provisions of this sub-clause shall not apply to an apprentice who has agreed to become a member of the said Hairdressing Trade Sick Benefit Fund in accordance with clause 24 (12) of this agreement.

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

#### 8. RATIO.

(1) *Manicurist-trainee*.—An establishment shall not have the right to employ more than one manicurist-trainee at any one time.

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

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

#### 9. NOTICE OF TERMINATION OF SERVICE.

(1) An employee other than a casual employee or his employer shall give not less than one week's notice to terminate his contract of service: Provided that this sub-clause shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by law as sufficient, or any written agreement between an employee and his employer which provides for a period of notice of equal duration on both sides and for a longer period than one week; provided further that an employer or his employee shall be entitled to terminate the contract of employment without notice by paying or forfeiting one week's remuneration.

(2) Notice in terms of sub-clause (1) shall not run concurrently with or be given during the employee's absence on leave or whilst he is undergoing military training or during any period of absence on sick leave.

#### 10. 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-clauses (2) and (3) and make recommendations to the Council as to the issue of certificates of competency.

(2) Whenever an employer or employee applies for a certificate of competency he shall forward with such application the sum of £1. 10s. 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 that the applicant is competent, the Council shall issue such a certificate.

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

## 11. BUITWERK.

'n Werknemer mag nie—

- (1) bestellings in die Haarkappersbedryf werf of werk aanneem; of—
- (2) handel dryf in toiletbenodigdhede vir verkoop, wins of beloning; of—
- (3) toiletdienste uitvoer nie, hetsy vir wins, beloning of om watter oorwëging ook al;

vir eie rekening of namens 'n ander persoon of van 'n ander persoon, uitgesond sy werkgever, terwyl die werknemer in diens is by 'n werkgever verbondé aan die Haarkappersbedryf.

## 12. KOMMISSIELOONOOREENKOMSTE.

'n Werkgever mag met sy werknemer ooreenkom om aan sodanige werknemer, benewens die loon vir so 'n werknemer voorgeskryf in klausule 4, 'n kommissieloon op verkoop en/of werk wat deur sodanige werknemer gedoen is, te betaal; met dien verstande dat die werkgever, vooraf die ooreenkoms (wat skriftelik moet geskied) in werking tree; aan die werknemer 'n afskrif van die ooreenkoms moet verskaf, en die ooreenkoms moet die volgende omvat:

- (a) Die tarief of tariewe van die kommissieloon en die aanspraakvooraarde;
- (b) die dag van die week of maand wannek 'n kommissieloon wat verdien is, verskuldig en betaalbaar is;
- (c) die diensopsgedingstydperk, wat minstens een week moet wees en skriftelik moet geskied; en die werkgever of sy werknemer moet hierdie kennis gee om die ooreenkoms in te trek of om oor 'n verandering daarvan te onderhandel.

## 13. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgevers en werknemers menings uitvaardig wat nie met die bepalings daarvan strydig is nie.

(2) Enige geskil wat in die Bedryf kan ontstaan, moet na die Raad verwys word vir behandeling kragtens die bepalings van sy konstitusie.

## 14. VRYSTELLINGS.

(1) Die Raad kan, om enige goeie en afdoende rede, ten opsigte van enige persoon, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klausule verleen word, die voorwaarde vasstel waarop vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad na goeddunké en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klausule verleen word, 'n vrystellingsertifikaat deur hom onderteken, uitrek, wat die volgende vermeld:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waaraan vrystelling verleen word;
- (c) die voorwaarde kragtens die bepalings van subklousule (2) van hierdie klausule vasgestel, waarop vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n afskrif van elke uitgereikte certifikaat behou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur;
- (b) indien die vrystelling aan 'n werknemer verleen word, 'n afskrif van die certifikaat aan die betrokke werkgever stuur.

## 15. RAAD SE UITGAWES, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (NATAL BRANCH) EN DIE DURBAN HAIRDRESSING EMPLOYERS' ORGANIZATION.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 4/4 (vier sjellings en vier pennies) per maand aftrek van die verdienste van elk van sy werknemers vir wie minimum lone voorgeskryf word in klausule 4 (1) (a) (i), (ii) en klausule 4 (1) (b), en 2/- (twee sjellings) per maand van die verdienste van elk van sy werknemers vir wie minimum lone in klausule 4 (1) (e) voorgeskryf word.

By die totale bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks op of voor die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

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

## 11. OUTWORK.

An employee shall not—

- (1) solicit or take orders for or undertake work in the Hair-dressing Trade; or
- (2) engage in trading toilet requisites for sale, gain or reward; or
- (3) render any toilet services, whether for gain, reward, or any other consideration whatever, on his own account or on behalf of any person or from any person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

## 12. COMMISSION AGREEMENTS.

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

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

## 13. INTERPRETATION OF AGREEMENT.

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

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

## 14. EXEMPTIONS.

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

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

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

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

(4) The Secretary of the Council shall—

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

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

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 4/4, (four shillings and four pence), per month from the earnings of each of his employees for whom the minimum wages are prescribed in Clause 4 (1) (a) (i), (ii), and Clause 4 (1) (b), and 2/- (two shillings) per month from the earnings of each of his employees for whom the minimum wages are prescribed in Clause 4 (1) (e).

To the total amount so deducted the employer shall add a like amount and forward, month by month, and not later than the 7th of each and every month, the total sum to the Secretary of the Council, P.O. Box 2182, Durban, in the form prescribed in Annexure "A" to this Agreement.

This section shall not apply in respect of apprentices, minors, and general-assistants.

(2) Elke werkewer wat lid van die Durban Hairdressing Employers' Organization is, moet ingevolge hierdie Ooreenkoms van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge, wat lede van die Vakvereniging is, die bedrag aan ledegeld af trek wat aan die Vakvereniging betaalbaar is en dit elke maand op of voor die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(3) Elke werkewer wat lid is van die Durban Hairdressing Employers' Organization moet op of voor die 7de dag van die maand wat volg op die datum waarop sy jaarlike ledegeld ver-skuldig geword het, die bedrag aan sodanige ledegeld aan die Sekretaris van die Raad, Posbus 2182, Durban, stuur, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

#### 16. VERTONING VAN OOREENKOMS.

Elke werkewer moet in sy instigting, op 'n opvallende plek wat maklik toeganklik vir sy werknemers is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm soos bepaal in die regulasies ingevolge die Wet, vertoon en vertoon hou.

#### 17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkewer wat dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum van die inwerkingtreding van hierdie Ooreenkoms, en elke werkewer wat na dié datum besigheid in die Haarkappersbedryf begin, moet binne een maand na die datum waarop hy sy werkzaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad verstrek:

- (a) Sy volle naam en die naam van die besigheid;
- (b) besigheidsadres; en
- (c) voëlle naam van elke werknemer, die hoedanigheid waarin hy in diens is en die loon wat betaal word.

(2) Elke werkewer moet op die vorm wat in Aanhangsel A hiervan voorgeskryf word, maandeliks die volle name van alle persone in diens, met inbegrip van minderjariges en vakleerlinge, verstrek.

(3) In die geval van 'n venootskap moet, benewens die besonderhede vereis by subklousule (1), die volle name van al die vennote verstrek word.

(4) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet, benewens die besonderhede vereis by subklousule (1), die volgende besonderhede verstrek word:

- (i) Die volle name van die direkteure, die volle naam van die persoon werklik in beheer van elke tak van die besigheid;
- (ii) adres van die geregistreerde kantore van die maatskappy;
- (iii) die volle naam van die sekretaris van die maatskappy en alle ander ampbekleers van die maatskappy.

(5) Elke werkewer moet, in die geval van 'n verandering in enige van die besonderhede wat hy ingevolge hierdie klousule moet verstrek, aan die Sekretaris van die Raad binne 14 dae van die datum af waarop sodanige verandering van krag geword het, kennis van die verandering gee.

(6) Elke werkewer moet binne drie dae nadat 'n werknemer by hom in of uit diens getree het, die kantoor van die Nywerheidsraad vir die Haarkappersbedryf (Durban), Posbus 2182, Durban, daarvan skriftelik in kennis stel.

#### 18. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpzaam te wees. Elke werkewer en elke werknemer is verplig om die persone toe te laaf om die persele te betree, om dié ondersoek in te stel en te voltooi en dié boeke, dokumente, loonstate, tydsate en betaalstate te ondersoek en alles te doen wat nodig mag wees om vas te stel of die bepaling van hierdie Ooreenkoms nagekom word, en geen persoon mag aan sodanige agent in die loop van sy ondersoek 'n valse verklaring doen nie.

#### 19. LIDMAATSKAP.

'n Werkewer wat lid van die Werkgewersorganisasie is, mag geen werknemer wat nie lid van die Vakvereniging is, in diens hê nie en geen lid van die Vereniging mag by 'n werkewer wat nie lid van die Werkgewersorganisasie is, in diens tree of bly nie.

Geen werkewer (wat lid van die Werkgewersorganisasie is) mag 'n werknemer in diens neem sonder dat hy 'n vakverenigingskaart voorlê nie.

Die bepaling van hierdie klousule is nie van toepassing nie—

- (a) op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika; met dien verstaande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf werkzaam geword het, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepaling van hierdie klousule onmiddellik van toepassing word;
- (b) op persone wat kragtens die Vakvereniging se Konstitusie nie vir lidmaatskap in aanmerking kom nie, of aan wie lidmaatskap daarvan geweier is of wat uit die Vereniging uitgesit is.

(2) Every employer who is a member of the Durban Hairdressing Employers' Organization shall, by authority of this agreement deduct from the monthly or weekly wage of his employees, other than apprentices who are members of the Trade Union the amount of subscriptions payable to such Union, and remit same month by month to the Secretary of the Council, P.O. Box 2182, Durban, not later than the 7th day of each month in the form prescribed in Annexure "A" to this Agreement.

(3) Every employer who is a member of the Durban Hairdressing Employers' Organization, shall remit to the Secretary of the Council, P.O. Box 2182, Durban, not later than the 7th day of the month following the date of his annual subscription falling due the amount of such subscription in the form prescribed in Annexure "A" to this Agreement.

#### 16. EXHIBITION OF AGREEMENT.

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

#### 17. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer, who shall not already have done so in pursuance of a previous Agreement, shall within one month from the date on which this Agreement comes into operation and every employer entering the Hairdressing Trade after that date shall within one month from the date of commencing operations by him forward to the Secretary of the Council the following particulars:

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

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

(3) In the case of a partnership the full names of all the partners shall in addition to the particulars required in sub-clause (1) be furnished.

(4) In the case of a limited liability company the following particulars in addition to those required by sub-clause (1) shall be furnished:

- (i) the full names of the directors, the full names of the person in actual control of each branch of the business;
- (ii) address of the registered offices of the company;
- (iii) the full name of the Secretary of the company and all other office bearers of the company.

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

(6) Every employer shall within 3 days after an employee has left or entered his service, notify, in writing, the office of the Industrial Council for the Hairdressing Trade (Durban), P.O. Box 2182, Durban, thereof.

#### 18. AGENTS.

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

#### 19. MEMBERSHIP.

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

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

The provisions of this clause shall not apply—

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

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

## 20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad se werk na te kom.

## 21. WERKENDE WERKGEWERS.

Alle werkende werkewers in die Haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaarde, in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom, uitgesondert dat werkende werkewers van 8 vm. tot 6 nm. op Maandae tot en met Vrydae mag werk en van 8 vm. tot 1 nm. op Saterdae; met dien verstande dat waar daar meer as twee vennote is, slegs een van die werkende werkewers aldus van 8 vm. tot 6 nm. op Maandae tot en met Vrydae mag werk en van 8 vm. tot 1 nm. op Saterdae.

## 22. BEHEER OOR PERSELE.

(1) Geen werkewer mag die Haarkappersbedryf uitoefen in persele—

- (a) wat nie behoorlik verlig en geventileer is en nie 'n voldoende koue- en warmwatertoovoer het nie;
- (b) wat nie met verglaasde wasbakke met afvoerpype en 'n stelsel vir die onskadelike afvoer van vuilwater toegerus is nie;
- (c) waarvan die mure en vloere nie van materiaal gebou is wat skoongehoud kan word nie;
- (d) wat uitgerus is met rakke, monterings of ander toebehore wat nie van glas, marmer, leiklip, gemaak of met emalje afgewerk is nie, of met sink, of 'n ander maklik awasbare en duursame materiaal bedek is nie;
- (e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bewaring of bereiding van eetware gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openings of ander verbindinge daarmee.

(2) Geen werkewer mag, sonder om vooraf die toestemming van die betrokke Raad te verkry, enige gedeelte van die perseel wat hy betrek waarin hy enige werk in die Haarkappersbedryf verrig of laat verrig het, aan enige persoon laat verhuur of onderverhuur of toelaat dat enige gedeelte van sodanige perseel verhuur of onderverhuur word aan of betrek word deur enige persoon ten einde sodanige persoon toe te laat om enige werk in verband met die Haarkappersbedryf te verrig nie.

Die toestemming van die Raad kan na goeddunke gegee of weerhou word.

(3) Geen werkewer mag in sy haarkappersonsalon 'n haarkapperskool of opleidingsentrum hou of toelaat dat 'n werknemer dit hou gedurende die ure wanneer sy salon vir die publiek oop is nie.

## 23. UNIFORMS, OORPAKKE EN UITRUSTING.

(a) 'n Werkewer 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 werkewer 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 of 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 werkewer verplig om dit op sy/haar eie koste te verskaf, en dit bly die werkewer se eiendom.

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

## 24. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds gestig, bekend as die „Siektebystandfonds vir die Haarkappersbedryf", hierna „die Fonds" genoem.

(2) Die doel van die Fonds is om tydens siekte mediese en siektebystand te verskaf aan lede vir wie hierdie Ooreenkoms geld.

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

## 20. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

## 21. WORKING EMPLOYEES.

All working employers engaged in the Hairdressing Trade shall, *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, excepting that working employers may work from 8 a.m. to 6 p.m. on Mondays to Fridays (both days inclusive), and from 8 a.m. to 1 p.m. on Saturdays; provided that where there are more than two partners, only one of the working partners may so work from 8 a.m. to 6 p.m. on Mondays to Fridays (both days inclusive), and from 8 a.m. to 1 p.m. on Saturdays.

## 22. CONTROL OF PREMISES.

(1) No employer shall carry on the Hairdressing Trade in premises—

- (a) which are not adequately lighted, ventilated and provided with an adequate supply of cold and hot running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material which will permit of their being kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
- (e) any portion of which is used as a sleeping apartment or a place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

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

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

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

## 23. UNIFORMS, OVERALLS AND EQUIPMENT.

(a) An employer, shall, at his cost and expense, supply materials for uniforms or overalls, 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.

## 24. SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the "Hairdressing Trade Sick Benefit Fund", hereinafter referred to as "the fund".

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

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

(b) Vir die doel van die Fonds moet elke werkgewer elke week die volgende bedrae aftrek van die voorgeskrewe lone van elk van sy weekliks betaalde werknemers en van die voorgeskrewe lone, ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, van elk van sy vakleerlinge wat lede van die Fonds is.

- (i) 2s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £5. 0s. 1d. of meer per week is;
- (ii) 1s. 3d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £4 of meer per week is, maar hoogstens £5 per week;
- (iii) 1s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £3 of meer per week is, maar hoogstens £3. 19s. 11d. per week;
- (iv) 9d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £1. 4s. 9d. of meer per week is, maar hoogstens £2. 19s. 11d. per week.

In die geval van maandeliks betaalde werknemers moet die aftrekking maandeliks plaasvind, en dit teen vier en 'n derde mal die weeklike bydraes hierbo genoem.

(c) Elke werkende werknemer moet 1s. 9d. per week namens homself bydra.

(d) Die werkgewer moet maand vir maand, op of voor die 7de dag van elke maand, in die vorm wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word, aan die Sekretaris van die Raad, Posbus 2182, Durban, of Cennawa-gebou 1002, Weststraat, Durban, die totale bedrag wat ingevolge subklousule 3 (b) en (c) van hierdie klousule ingevorder is, „kommissievry” stuur, plus:

- (i) 1s. 9d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £5. 0s. 1d. of meer per week is;
- (ii) 1s. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £4 of meer per week is, maar hoogstens £5 per week;
- (iii) 9d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £3 of meer per week is, maar hoogstens £3. 19s. 11d. per week;
- (iv) 6d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £1. 4s. 9d. of meer per week is, maar hoogstens £2. 19s. 11d. per week.

(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 'n tydperk van 13 weke tot die Fonds bygedra het, geregty op—

- (i) mediese behandeling met inbegrip van die koste van X-straalondersoek, operasies, inspuitings, spesialist-ondersoek, narkosegeld, hospitaal- en verpleeginrigting-geld van hoogstens £1 per dag;
- (ii) siektebetaling gelyk aan die helfte van die lid se loon en lewenskostetoeleie in die Ooreenkoms vir sulke lede voorgeskryf, ten opsigte van enige tydperk of tydperke wat of vir sulke lede voorgeskryf ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, hy deur 'n ongeluk of deur siekte verhinder 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 hieroor komstig gee;
- (iii) verskaffing van medisyne, verdowingsmiddels, salf, verband en wasmiddels kragtens 'n voorskrif wat deur 'n mediese beämpte van die fonds onderteken is;

met dien verstaande dat—

- (a) geen lid op siektebetaling ten opsigte van die eerste drie dae van siekte, geregty is nie;
- (b) in gevalle van ongelukke slegs bystand betaal word waaroor geen skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie.

(5) Uitbetaalings uit die Fonds ten opsigte van siektebetaling word gestaak sodra die bedrag in die krediet van die Fonds minder as £100 is, en dié betaling van verdere bystand word nie herhaal voordat die bedrag in die krediet van die Fonds weer die syfer van £200 bereik het nie.

(6) Die Fonds word beheer deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad aangestel word. Die Fonds word beheer kragtens die reglement wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word. Die reglement mag nie in stryd met die bepalings van hierdie klousule wees nie en kan met toestemming van die Raad, deur die beheerraad gewysig word. 'n Afskrif van die reglement en enige wysiging daarvan, moet by die Sekretaris van Arbeid ingedien word, en afskrifte moet ook in die Raad se hoofkantoor beskikbaar wees vir insae deur enige persoon wat in die Haarkappersbedryf werkzaam is.

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

(b) Alle tjekken wat teen die Fonds getrek word, moet geteken word deur die Voorsitter, die Ondervoorsitter en die Sekretaris van die beheerraad.

(b) For the purpose of the fund every employer shall each week deduct the following amounts from the prescribed wages of each of his weekly paid employees and from the prescribed wages, in terms of the Apprenticeship Act, 1944, as amended, of each of his apprentices who are members of the fund.

- (i) 2s. per week for all employees for whom the prescribed minimum wages are £5. 0s. 1d. per week or more;
- (ii) 1s. 3d. per week for all employees for whom the prescribed minimum wages are £4 per week or more, but not exceeding £5 per week;
- (iii) 1s. per week for all employees for whom the prescribed minimum wages are £3 per week or more, but not exceeding £3. 19s. 11d. per week;
- (iv) 9d. per week for all employees for whom the prescribed minimum wages are £1. 4s. 9d. per week or more, but not exceeding £2. 19s. 11d. per week.

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

(c) Every working employer shall contribute 1s. 9d. per week on his own behalf.

(d) The employer shall month by month remit, "free of exchange" to the Secretary of the Council, P.O. Box 2182, Durban, or 1002 Cennewa House, West Street, Durban, not later than the 7th day of each and every month, in the form prescribed in Annexure "A" to this Agreement, the total sum collected under sub-clause 3 (b), and (c) of this clause plus:—

- (i) 1s. 9d. per week in respect of each employee for whom the prescribed minimum wages are £5. 0s. 1d. per week or more;
- (ii) 1s. per week in respect of each employee for whom the prescribed minimum wages are £4 or more per week, but not exceeding £5 per week;
- (iii) 9d. per week in respect of each employee for whom the prescribed minimum wages are £3 or more per week, but not exceeding £3. 19s. 11d. per week;
- (iv) 6d. per week in respect of each employee for whom the prescribed minimum wages are £1. 4s. 9d. or more per week, but not exceeding £2. 19s. 11d. per week.

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

- (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.
- (ii) sick pay equivalent to half the members wages and cost of living prescribed in the Agreement or prescribed in terms of the Apprenticeship Act, 1944, as amended, 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) no member shall be entitled to sick pay in respect of the first three days of sickness;
- (b) in cases of accident only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941.

(5) Disbursements from the fund in respect of sick pay shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of £200.

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

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

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

(c) Surplusgeld in die Fonds kan by 'n bougenootskap wat deur die beheerraad goedgekeur is, op deposito geplaas of in Unieleningsertifikate belê word; met dien verstande dat voldoende kontant beskikbaar gehou moet word om die beheerraad in staat te stel om onmiddellik aan enige vordering op die Fonds te voldoen.

(d) Alle uitgawes wat in verband met die beheer van die Fonds aangegaan word, vorm 'n las teen die Fonds.

(8) 'n Openbare rekenmeester moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die rekenmeester moet, nadat die Fonds met uitbetaling van bystand begin het, die rekenings van die Fonds minstens jaarliks en uiterlik op 30 Mei van elke jaar ouditeer en 'n staat opstel wat die volgende aantoon:

(a) alle geld wat ontvang is—

- (i) ingevolge subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes wat gedurende die voorafgaande tydperk geëindig op 30 April, onder alle hoofde aangegaan is, saam met 'n staat wat die bate en laste van die Fonds aantoon. Gewaarmerkte afskrifte van hierdie state, wat deur die Voorsitter van die beheerraad medeonderteken moet word, en die ouditeursverslag daaroor, moet in die Raad se kantoor ter insae lê vir persone wat in die Haarkappersbedryf in diens is, of dit uitoefen, en wat geregtig sal wees om daarvan afskrifte te maak of uittreksels daaruit te maak. Gewaarmerkte afskrifte van sowel die state as die ouditeursverslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(9) Ingeval hierdie Ooreenkoms verstryk deur verloop van tyd of deur enige ander oorsaak, moet die Fonds verder deur die beheerraad geadministreer word tot dit of gelikwider word dat die Raad oorgedra word aan enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig was.

(10) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die beheerraad voortgaan om die Fonds te beheer en die lede van die beheerraad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet vir sodanige doeleinades as lede daarvan beskou word; met dien verstande egter dat enige vakature wat op die beheerraad ontstaan deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die ledetal van die beheerraad verseker kan word. Ingeval sodanige raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daaruit ontstaan wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aangestel om die beheerraad se werk te verrig en wat vir sodanige doeleinades al die bevoegdhede van die beheerraad besit. By verstryking van hierdie Ooreenkoms moet die Fonds op die wyse wat in subklousule (11) van hierdie klousule uiteengeset word, gelikwider word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die Fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

(11) Wanneer die Fonds kragtens subklousule (1) van hierdie klousule gelikwider word, moet die geld wat in die kredit van die Fonds oorbly nadat alle vorderings teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, betaal is, in die Raad se algemene fondse inbetaal word.

(12) Die bepalings 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, tesaam met 'n duplikaat daarvan, by die werkewer. Die oorspronklike moet deur die werkewer 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 werkewer ingedien word, is die bepalings 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 7 (12), 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 7 (12).

Namens die partye op hede die 17de dag van Julie 1959 in Durban onderteken.

G. WINTER, *Voorsitter.*

H. N. TRUBSHAW, *Ondervorsitter.*

R. RUNGE, *Sekretaris.*

(c) Surplus money in the fund may be placed on deposit with a building society approved by the Management Board 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 claims on the fund immediately it is called upon to do so.

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

(8) A public accountant shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The accountant shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 30th May in each year and prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (3) hereof;
- (ii) from any other sources; and

(b) 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 Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

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

(10) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management board shall continue to administer the fund and the members of the board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose, provided however that any vacancy occurring on the board may be filled by the Minister from employers or employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the board. In the event of such board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the board and who shall possess all the power of the board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the board or the trustees as the case may be, in the manner set forth in sub-clause (11) of this clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

(12) The provision of this clause shall not apply to an apprentice unless he agrees to become a member of the fund by signing a stop order in the form of the Annexure B to this Agreement and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council together with his first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer, the provision of the 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 7 (12) 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, 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 7 (12) as from the date of such withdrawal.

Signed on behalf of the parties at Durban this 17th day of July 1959.

G. WINTER, *Chairman.*

H. N. TRUBSHAW, *Vice-Chairman.*

R. RUNGE, *Secretary.*

## AANHANGSEL A

No. 2

## ANNEXURE A

No.

## AANHANGSEL B.

(Moet in tweevoud ingeyul word.)

Adres.

19

Ek, ..... (volle naam van yakleerling) het toegestem om lid te word van die Mediese Bystandsfonds vir die Haarkappersbedryf, Durban, en magtig hierby my werkgewer,  
mnr.

(Naam en adres van werkgewer.)

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

(Handtekening van vakleerling.)

(Handtekening van voog, indien  
vakleerling minderjarig is.)

## ANNEXURE B.

(To be completed in duplicate.)

Address.

-19-

I, \_\_\_\_\_ (full name of apprentice) having agreed to become a member of the Durban Hairdressers' Medical Aid Fund, hereby authorize my Employer, Mr. \_\_\_\_\_

to pay on my behalf to the Secretary of the Council for the Hairdressing Trade (Durban) until further notice the contributions payable by me towards the said fund and to pay the balance of my remuneration to me in the usual way.

(Signature of Apprentice.)

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

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# IT PAYS YOU WELL TO SAVE!

## SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

## POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to £50 per annum is *Free of Income Tax*.

The first deposit need be no more than 1/-. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Union.

Not more than £2,000 may be deposited by one person during a financial year.