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28 JUNE 1963.
28 JUNIE

PRYS 5c.

[No. 536.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 963.]

[28 June 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

HAIRDRESSING TRADE, DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, 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, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 15 (2), 15 (3), 18, 19 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Durban; and
- (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 second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 15 (2), 15 (3), 18, 19 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Durban; and

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 963.]

[28 Junie 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

HAARKAPPERSBEDRYF, DURBAN.

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 betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 15 (2), 15 (3), 18, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 15 (2), 15 (3), 18, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Durban, bindend is vir alle werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

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.

(a) 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.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4, provided that the Agreement shall, however, apply in respect of apprentices but only in so far as it is not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into thereunder or any notice published under section 16 or 17 thereof.

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 as such;
- "clerical employee, female, qualified," means a female clerical employee who has had not less than four years' experience as such;
- "clerical employee, male, unqualified," means a male clerical employee who has had less than five years' experience as such;
- "clerical employee, female, unqualified," means a female clerical employee who has had less than four years' experience as such;
- "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 occu-

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF.
DURBAN.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening Wet No. 28 van 1956, soos gewysig, aangegaan tussen en 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 "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Durban).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf in die munisipale gebied van Durban nagekom word deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word, met dien verstande egter dat die Ooreenkoms op vakleerlinge van toepassing is maar slegs in die mate waarin dit nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige kontrak wat daarkragtens aangegaan is of enige kennisgewing wat by artikel 16 of 17 daarvan gepubliseer is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vr enige ander tydperk wat hy bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf is, het dieselfde betekenis as dié Wet; verwysings na 'n wet of ordonnansie omvat alle wysigings van so 'n wet of ordonnansie; en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit strydig met die sinsverband is, beteken—

- "Wet" die Wet op Nywerheidsversoening, No. 28 van 1956;
- "vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerlingskontrak, wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944;
- "los werknemer" 'n haarkapper (man of vrou) wat hoogstens twee dae per week vir dieselfde werkgever werk;
- "klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk en/of enige ander vorm van klerklike werk verrig en omvat dit 'n ontvangklerk en/of kassier en/of telefonis en/of verkoopsassistent;
- "klerklike werknemer, man, gekwalifiseer," 'n manlike klerklike werknemer met minstens vyf jaar ondervinding as sodanig;
- "klerklike werknemer, vrou, gekwalifiseer," 'n vroulike klerklike werknemer met minstens vier jaar ondervinding as sodanig;
- "klerklike werknemer, man, ongekwalifiseer," 'n manlike klerklike werknemer met minder as vyf jaar ondervinding as sodanig;
- "klerklike werknemer, vrou, ongekwalifiseer," 'n vroulike klerklike werknemer met minder as vier jaar ondervinding as sodanig;
- "Raad" die Nywerheidsraad vir die Haarkappersbedryf (Durban) geregistreer ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956;
- "inrigting" enige plek waar toilet dienste gewoonlik aan blankes gelever word;
- "ondervinding"—

- (a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf gehad het;
- (b) met betrekking tot 'n klerklike werknemer, die totale tydperk of tydperke diens wat 'n werknemer in ondergenoemde werksaamhede of hoedanighede gehad het, nl. tikwerk en/of skryfwerk en/of enige ander vorm van klerklike werk en/of ontvangklerk en/of kassier en/of telefonis en/of verkoopsassistent; met dien verstande dat enige tydperk of tydperke diens wat meer as drie jaar in enige een of twee van hierdie werksaamhede of hoedanighede altesaam beloop, nie as diens in enige ander werksaamhede of hoedanighede van hierdie tipe gereken mag word nie;

performs one or more of the operations as defined under "toilet services" in these definitions, and who—

- has served a contract of apprenticeship in terms of the Apprenticeship Act, 1944, as amended;
- 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
- 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;
- has passed a qualifying trade test in terms of Section 7 of the Training of Artisans Act, No. 38 of 1951.

"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;

"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—

- 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;
- 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. R	Per Month. R
(a) Gentlemen's trade (male or female):—		
(i) Hairdresser.....	26.50	114.83
(ii) Manicurist.....	12.95	56.12
	Per Day. R	
(iii) Casual employee.....	6.00	
	Per Week. R	Per Month. R
(b) Ladies' trade:—		
(i) Hairdresser (male).....	24.11	104.48
(ii) Hairdresser (female).....	16.15½	70.00
(iii) Manicurist.....	12.95	56.12
	Per Day. R	
(iv) Casual employee, male.....	5.00	
Casual employee, female.....	4.00	
	Per Week. R	Per Month. R
(c) Minors employed in the trade of ladies' and/or gentlemen's hairdressers, during the period they may be so employed in terms of the Apprenticeship Act of 1944 without a contract of apprenticeship:—		
(i) Gentlemen's trade.....	5.83	25.26
(ii) Ladies' trade.....	4.93	21.34
	Per Week. R	Per Month. R

wat onder "toilet dienste" in hierdie woordskrywings omskryf word, en wat

- 'n leerlingskontrak kragtens die Wet op Vakleerlinge, 1944, soos gewysig, uitgedien het;
- die Raad deur middel van 'n eksamen of andersins kan oortuig van sy bekwaamheid in die damesbedryf in hare kap, watergolwing en blywende golwing, en in die mansbedryf in hare kap, skeer en skeermesse slyp; of
- in besit is van 'n bekwaamheidsertifikaat uitgereik deur enige nywerheidsraad vir die Haarkappersbedryf of sodanige ander liggaam wat, na die mening van die Raad, bevoeg is om so 'n sertifikaat uit te reik;
- in 'n kwalifiserende ambagstoets kragtens artikel sewe van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, geslaag het;

"Haarkappersbedryf" die bedryf wat in 'n inrigting uitgeoefen word;

"damesbedryf" die tak van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan vroulike persone gelewer word;

"manikuris" 'n werknemer wat 'n eenjaartydperk van opleiding as sodanig meegemaak 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 werknemer in een van of albei afdelings van die Haarkappersbedryf gegee word;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer verplig is om te ondergaan kragtens artikel *een-en-twintig* (1) gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, maar omvat nie opleiding nie wat hy mag verkies om te ondergaan kragtens artikel *drie-en-twintig* van genoemde Wet of enige ander opleiding of diens wat hy vrywillig ondergaan of wat hy verkies om te ondergaan;

"Wet" omvat die gemeenreg;

"toilet dienste" beteken—

- in die damesbedryf: Die werksaamhede in verband met sjampoewerk, hare kap, hare skroei, masseer (kop of gesig), golwing (blywend of marcel), set, droogmaak, tint, naelversorging, winkbroue pluk, bordwerk en trigologiese behandeling;
- in die mansbedryf: Hare kap, skeer, hare sjampoe en skroei, masseer (kop of gesig) en trigologiese behandeling;

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

4. LONE.

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

	Per week. R	Per maand. R
(a) Mansbedryf (man of vrou):—		
(i) Haarkapper.....	26.50	114.83
(ii) Manikuris.....	12.95	56.12
	Per dag. R	
(iii) Los werknemer.....	6.00	
	Per week. R	Per maand. R
(b) Damesbedryf:—		
(i) Haarkapper, man.....	24.11	104.48
(ii) Haarkapper (vrou).....	16.15½	70.00
(iii) Manikuris.....	12.95	56.12
	Per dag. R	
(iv) Los werknemer, man.....	5.00	
Los werknemer, vrou.....	4.00	
	Per week. R	Per maand. R
(c) Minderjariges in die bedryf van dames- en/of manshaarkapper, gedurende die tydperk wat hulle aldus kragtens die bepalings van die Wet op Vakleerlinge van 1944 sonder 'n leerlingskontrak in diens mag wees:—		
(i) Mansbedryf.....	5.83	25.26
(ii) Damesbedryf.....	4.93	21.34
	Per week. R	Per maand. R

	Per Week. R	Per Month. R
(e) Clerical employees:—		
Clerical employee, male, unqualified:—		
(i) During first year of experience....	9.23	40.00
(ii) During second year of experience..	12.00	52.00
(iii) During third year of experience...	14.77	64.00
(iv) During fourth year of experience...	17.55	76.00
(v) During fifth year of experience....	20.31	88.00
Clerical employee, male, qualified.....	23.08	100.00
Clerical employee, female, unqualified:—		
(i) During first year of experience....	8.54	37.00
(ii) During second year of experience	10.32½	44.75
(iii) During third year of experience...	12.12	52.50
(iv) During fourth year of experience...	13.90½	60.25
Clerical employee, female, qualified.....	15.69½	68.00

(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 employer shall not accept a premium for the training of any person as a hairdresser.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a hairdresser as defined under clause 3 or is a minor such as is referred to in clause 4 (1) (c), or an apprentice, or unless the wage for a hairdresser is paid, and such an 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) The wages payable in terms of sub-clause (1) of this clause shall include cost of living allowance, provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration of employees shall be increased accordingly; provided further that the amount paid as cost of living allowance under Government Notice No. 106 of the 22nd January, 1960, shall for the purpose of the said War Measure or substituting or superseding legislation count as cost of living allowance.

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:—

- Save as provided in clause 7 where an employee absents himself from work a pro rata amount for the period of such absence.
- Contributions to Council Funds in terms of clause 15 (fifteen) of this Agreement.
- Subscriptions to S.A. Hairdressers' Employees' Industrial Union (Natal Branch) in terms of clause 15 (2) of this Agreement.
- Contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 24 of this Agreement.
- 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

	Per week. R	Per maand. R
(e) Klerklike werknemers:—		
Klerklike werknemer, man, ongekwalifiseer:—		
(i) gedurende eerste jaar ondervinding	9.23	40.00
(ii) Gedurende tweede jaar ondervinding.....	12.00	52.00
(iii) Gedurende derde jaar ondervinding.....	14.77	64.00
(iv) Gedurende vierde jaar ondervinding.....	17.55	76.00
(v) Gedurende vyfde jaar ondervinding.....	20.31	88.00
Klerklike werknemer, man, gekwalifiseer	23.08	100.00
Klerklike werknemer, vrou ongekwalifiseer:—		
(i) Gedurende eerste jaar ondervinding.....	8.54	37.00
(ii) Gedurende tweede jaar ondervinding.....	10.32½	44.75
(iii) Gedurende derde jaar ondervinding.....	12.12	52.50
(iv) Gedurende vierde jaar ondervinding.....	13.90½	60.52
Klerklike werknemer, vrou, gekwalifiseer	15.69½	68.00

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

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

(4) 'n Werkgewer mag niemand as 'n manlike of vroulike haarkapper in diens neem nie tensy so 'n persoon 'n haarkapper is soos omskryf in klousule 3, of 'n minderjarige is soos genoem in klousule 4 (1) (c), of 'n vakleerling, of tensy die loon vir 'n haarkapper betaal word, en vir die toepassing van hierdie Ooreenkoms word so 'n werknemer geag 'n haarkapper te wees.

(5) Niks in hierdie klousule kan die loon van 'n werknemer verminder wat hy op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang nie terwyl so 'n werknemer in die diens van dieselfde werkgewer bly.

(6) 'n Werkgewer mag niemand onder die leeftyd van vyftien (15) jaar in diens hê nie.

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

(8) Die lone betaalbaar kragtens subklousule (1) van hierdie klousule moet lewenskostoelae omvat, met dien verstande dat, as die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige vervangende wet of wette, verhoog word, die besoldiging van werknemers dienooreenkomstig verhoog moet word; met dien verstande verder dat die bedrag wat as lewenskostoelae kragtens Goewermentskennisgewing No. 106 van 22 Januarie 1960 betaal is, vir die toepassing van genoemde Oorlogsmaatreël of vervangende wet of wette as lewenskostoelae tel.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(1) Lone moet weekliks of maandeliks, na gelang van die geval, in kontant betaal word, tensy 'n werknemer se dienskontrak voor die gewone betaaldag beëindig word, en in dié geval moet 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 waarvoor die bepaalde betaling gedoen word, aftrekkings 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 aftrekking hoegenaamd word van die bedrag wat aan 'n werknemer verskuldig is, toegelaat nie, uitgesonderd die volgende:—

- Behoudens soos bepaal in klousule 7, wanneer 'n werknemer van sy werk af wegbly, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- Bydraes tot Raadsfondse kragtens klousule 15 (vyftien) van die Ooreenkoms.
- Ledegeld aan S.A. Hairdressers Employees' Industrial Union (Natal Branch) kragtens klousule 15 (2) van die Ooreenkoms.
- Bydraes tot die Siektbystandsfonds vir die Haarkappersbedryf kragtens klousule 24 van die Ooreenkoms.
- Aftrekkings vir Werkloosheidsversekeringsfondsydraes, of enige ander bedrag wat 'n werkgewer kragtens 'n wet of

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 month 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.

	From.	To.
Gentlemen's trade:—		
Mondays to Fridays.....	8 a.m.	5 p.m.
Saturdays.....	8 a.m.	12.30 p.m.
Ladies' trade:—		
Mondays, Tuesdays and Wednesdays.....	8 a.m.	4.45 p.m.
Thursdays.....	8 a.m.	5 p.m.
Fridays.....	8 a.m.	5.45 p.m.
Saturdays.....	8 a.m.	12.30 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 week's leave of absence on full pay. The three weeks shall include 18 working days and whenever a public holiday falls within the period of leave in terms hereof such holiday shall be added to the said period as a further period of leave of absence on full pay.

(3) Annual leave in terms of sub-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 four months after the completion of the twelve months to which it relates.

(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

As 'n werknemer op 'n maandelikse dienskontrak is, moet enige besoldiging kragtens hierdie Ooreenkoms 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 dié besigheidsdag 'n Saterdag is, betaling nie later nie 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 as 44½ uur gedurende enige week van ses werkdag werk nie, en geen werkgever mag sy werknemer verplig of hom toelaat om langer as dié te werk nie.

Die werkure moet ooreenkomstig die begin- en ophoutyd wees soos bepaal in die Bylae hieronder, met 'n etensonderbreking 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 werkgever nie sy werknemer mag verplig 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 dié onderbreking word nie as deel van die gewone werkure geag nie.

BYLAE.

	Van.	Tot.
Mansbedryf:—		
Maandae tot Vrydae.....	8 vm.	5 nm.
Saterdag.....	8 vm.	12.30 nm.
Damesbedryf:—		
Maandae, Dinsdae en Woensdae.....	8 vm.	4.45 nm.
Donderdae.....	8 vm.	5 nm.
Vrydae.....	8 nm.	5.45 nm.
Saterdag.....	8 vm.	12.30 nm.

Algemene helpers mag nie verplig 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 vier en 'n half uur op Saterdag, te werk nie.

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

(3) *Verbod op oortyd.*—'n 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 ná die gewone sluitingsure gewerk mag word.

(4) Werkgevers is nie daartoe geregtig om hulle persele buite die ure in klousule 21 van hierdie Ooreenkoms vastgestel, oop te hou nie, uitgesonderd vir die doel om die persele te ventileer.

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

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(2) Aan elke werknemer, uitgesonderd los werknemers, moet in elke jaar diens by dieselfde werkgever drie (3) opeenvolgende weke verlof met volle besoldiging toegestaan word. Die drie weke moet 18 werkdag 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 tydstop geneem word wat tussen die werkgever en die werknemer gereël is, twee maande voordat sodanige verlof aanbreek, en moet in elk geval deur die werkgever toegestaan en deur die werknemer aanvaar word sodat dit binne vier maande begin na voltooiing van die twaalf maande diens waarop dit betrekking het.

(4) Wanneer 'n werknemer een jaar diens by dieselfde werkgever voltooi het en die werkgever 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 verloopgeld insluit ten opsigte van verlof wat vir genoemde werknemer *mutatis mutandis* kragtens subklousule (5) opgeloopt het ten opsigte van diens by dieselfde werkgever nadat die werk-

(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 use 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's 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) 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

(6) Die werkgewer 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, n 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 aanvaar 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 oorbetal word, maa 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 dien in die Haarkappersbedryf, gedek deur hierdie Ooreenkoms, 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 hier kragtens daarop geregtig word, en die werkgewer moet aan die Raad 1/12de van die weekloon betaal wat die werknemer onmiddellik voor die aanvang van sy verlof ontvang het vir elke voltooide diensweek by genoemde werkgewer tot hy op verlof geregtig geword het en sodanige geld moet sonder versuim deur die Raad aan die werknemer betaal word, saam met die res van die verlofgeld wat in sy krediet staan; met dien verstande dat—

- (a) indien genoemde werkgewer of werknemer genoemde diens wil beëindig, nadat die werknemer op verlof geregtig geword het, die werknemer verplig is om sy verlof te neem en sy verlof aan hom toegestaan moet word voordat sy dienste aldus beëindig word; die bepalinge 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 bepalinge 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 krediet van so 'n werknemer staan, aan hom betaal moet word sonder dat van hom vereis word om enige verlof te neem of te aanvaar en 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 naamlik die jongste; met dien verstande dat indien 'n werknemer op die datum werkloos was waarop hy laas *pro rata* verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens 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 bepalinge 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 werkgewer afwesig is, of van die werk weens siekte of 'n ongeluk afwesig is, maar enige tydperk van afwesigheid weens siekte of 'n ongeluk bo 30 dae in enige twaalf maande of drie opeenvolgende dae indien die werknemer in gebreke bly om op versoek van die werkgewer, '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 Werkgewer mag nie sy werknemer verplig 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 diensopsegging mag nie saamval nie.

(11) Enige bedrag wat in die krediet van 'n werknemer staan en nie na verloop van 2 jaar van die datum af waarop die werknemer op so 'n bedrag geregtig was, aan so 'n werknemer uitbetaal is nie, moet in die fondse van die Raad gestort word; met dien verstande eeter dat die Raad enige eis in ooreëwing moet neem

an seven days in any one period of illness and shall produce 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) *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 that 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.

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

9. NOTICE OF TERMINATION OF SERVICE.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) in the case of a general assistant, not less than one work day's notice; and
- (b) in the case of any other employees, not less than one week's notice;

or an employer or employee may at any time terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice not less than—

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided—

- (i) that this shall not affect—
 - (a) the right of an employer or an employee to terminate the contract without notice for any cause, recognised by law as sufficient;
 - (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
 - (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
- (ii) that payment or forfeiture in lieu of notice shall not be permitted during an employee's absence—
 - (a) on leave in terms of clause 7;
 - (b) during any period due to illness; or
 - (c) whilst undergoing military training.

(2) Where there is an agreement in terms of item (i) (b) of the proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day but shall not run concurrently with or be given during an employee's absence on leave, or whilst he is undergoing military training or during any period of absence due to illness.

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 R3 to the Council (through the Secretary) which shall—

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

enkele siektetydperk afwesig is, en aan sy werkgever 'n sertifikaat van 'n geneeskundige beamppte in verband met sodanige siekte moet voorleë; en voorts met dien verstande dat indien 'n vakleerling minder as drie dae afwesig is, geen siektebesoldiging betaalbaar is nie en indien 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 ingestem het om 'n lid van genoemde Siektebystandsfonds van die Haarkappersbedryf ooreenkomstig 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. GETALSRERHOUDING.

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

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

9. DIENSOPSEGGING.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) in die geval van 'n algemene helper minstens een werkdag kennis gee; en
- (b) in die geval van alle ander werknemers minstens een week kennis,

of 'n werkgever of werknemer kan te eniger tyd die kontrak sonder kennisgewing beëindig deur aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval, in plaas van kennisgewing minstens—

- (i) in die geval van een werkdag se kennisgewing die dagloon wat die werknemer ten tyde van die beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van die beëindiging ontvang:

Met dien verstande dat—

- (i) dat hierdeur onaangetas gelaat word—
 - (a) die reg van 'n werkgever of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig;
 - (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as dié wat in hierdie klousule voorgeskryf word;
 - (c) die werking van enige verbeurings of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros;
- (ii) dat betaling of verbeuring in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—
 - (a) met verlof kragtens klousule 7;
 - (b) gedurende 'n tydperk weens siekte; of
 - (c) terwyl hy militêre opleiding ondergaan.

(2) Indien daar 'n ooreenkoms bestaan kragtens punt (i) (b) van die voorbehoudsbepalings van subklousule (1) moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die tydperk waarvoor ooreengekom is.

(3) Die kennisgewing wat in subklousule (1) voorgeskryf word, mag op enige werkdag gegee word maar mag nie saamval met of gegee word gedurende 'n werknemer se afwesigheid met verlof, of terwyl hy militêre opleiding ondergaan of gedurende 'n tydperk van afwesigheid weens siekte nie.

10. BEKWAAMHEIDSRERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel wat uit minstens vier lede bestaan, van wie twee werkgevers 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 bekwaamheidsertifikate.

(2) Wanneer 'n werkgever of werknemer aansoek doen om 'n bekwaamheidsertifikaat, moet hy saam met die aansoek die som van R3 aan die Raad stuur (deur tussenkoms van die Sekretaris) wat—

- (a) die applikant moet versoek om hom of haar aan 'n eksa-

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 43 cents (forty-three cents) 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 20 cents (twenty cents) 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,

11. BUITEWERK.

'n Werknemer mag nie—

- (1) bestellings vir die Haarkappersbedryf werf of aanneem werk in dié bedryf onderneem nie; of
- (2) handel dryf in toiletbenodigdhede vir verkoop, wins beloning; of—
- (3) toilet dienste lewer nie, hetsy vir wins, beloning of o watter oorweging ook al;

vir eie rekening of namens 'n ander persoon of van 'n ander persoon, uitgesonderd sy werkgever, terwyl dié werknemer diens is by 'n werkgever verbonde 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 klousule 4, 'n kommissieloon op verkope en/of werk wat deur sodanige werknemer gedoen is te betaal; mer dien verstande dat die werkgever, voordat die ooreenkoms (wa skriftelik moet geskied) in werking tree, aan die werknemer 'n afskrif van die ooreenkoms moet verskaf, en die ooreenkom moet die volgende omvat:

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

13. TOEPASSING 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 op sigte van enige persoon, vrystelling van enigeen 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 klousule verleen word, die voorwaardes vasstel waarop vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad na goeddunke 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 klousule verleen word, 'n vrystellingsertifikaat deur hom onderteken, uitreik, wat die volgende vermeld:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waaraan vrystelling verleen word;
 - (c) die voorwaardes kragtens die bepalings van subklousule (2) van hierdie klousule 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 sertifikaat 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 sertifikaat 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 43 sent (drie-en-veertig sent) per maand aftrek van die verdienste van elk van sy werknemers vir wie die minimum lone voorgeskryf word in klousule 4 (1) (a) (i), (ii) en klousule 4 (1) (b), en 20 sent (twintig sent) per maand van die verdienste van elk van sy werknemers vir wie minimum lone in klousule 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, minder-

(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 officers 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 Republic of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the 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. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

Every employer shall give to any of his employees who are

(3) Elke werkgever 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 jaarlikse ledegeld verskuldig 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 werkgever moet in sy inrigting, 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 werkgever 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 werkgever wat na dié datum besigheid in die Haarkappersbedryf begin, moet, binne een maand na die datum waarop hy sy werksaamhede 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) volle naam van elke werknemer, die hoedanigheid waarin hy in diens is en die loon wat betaal word.

(2) Elke werkgever 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 vennootskap moet, benewens die besonderhede vereis by subklousule (1), die volle naam 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 ampbekleërs van die maatskappy.

(5) Elke werkgever 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 werkgever 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 werkgever en elke werknemer is verplig om dié persone toe te laat om die persele te betree, om dié ondersoeke in te stel en te voltooi en dié boeke, dokumente, loonstate, tydstate en betaalstate te ondersoek en alles te doen wat nodig mag wees om vas te stel of die bepalinge 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 Werkgever 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 werkgever wat nie lid van die werkgewersorganisasie is, in diens tree of bly nie.

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

Die bepalinge van hierdie klousule is nie van toepassing nie—

- (a) op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf werksaam geword het, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalinge 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.

20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan enigeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger op die Raad is, alle redelike

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—

- which are not adequately lighted, ventilated and provided with an adequate supply of cold and hot running water;
- which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- the walls and floors of which are not constructed of material which will permit of their being kept clean;
- 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;
- 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 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 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) The fund established in terms of the Agreement published under Government Notice No. 106 of the 22nd January, 1960, and known as the "Hairdressing Trade Sick Benefit Fund", (hereinafter referred to as "the fund"), is hereby continued.

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

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

(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,

met Vrydae mag werk en van 8 vm. tot 1 nm. op Saterdag, m dien verstande dat waar daar meer as twee vennote is, slegs ee van die werkende werkgewers aldus van 8 vm. tot 6 nm. c Maandae tot en met Vrydae mag werk en van 8 vm. tot 1 nm op Saterdag.

22. BEHEER OOR PERSELE.

(1) Geen werkgewer mag die Haarkappersbedryf uitoefen i persele—

- wat nie behoorlik verlig en geventileer is en nie 'n vo doende koue- en warmwatertoevoer het nie;
- wat nie met verglaasde wasbakke met afvoerpype en ' stelsel vir die onskadelike afvoer van vuilwater toegeru is nie;
- waarvan die mure en vloere nie van materiaal gebou i wat skoongehou kan word nie;
- wat uitgerus is met rakke, monterings of ander toebehore wat nie van glas, marmer, leiklip, gemaak of met emalj afgewerk is nie, of met sink, of 'n ander maklik afwasbare en duursame materiaal bedek is nie;
- 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 verbindings daarmee.

(2) Geen werkgewer mag, sonder om vooraf die toestemming van die betrokke Raad te verkry, enige gedeelte van die personeel 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 werkgewer mag in sy haarkappersalon '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 Werkgewer moet op sy eie koste materiaal vir uniforms of oorpakke verskaf, en uniforms of oorpakke wat 'n vakleerling werknemer wat hoogstens drie jaar van sy/haar vakleerlingskap uitgedien het, moet gebruik, was of laat was.

Dié uniforms of oorpakke bly die werkgewer se eiendom.

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

So 'n werknemer kan nie verplig word om meer as drie sulke uniforms 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 werkgewer verplig om dit op sy/haar eie koste te verskaf, en dit bly die werkgewer se eiendom.

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

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

24. SIEKTEBYSTANDSFONDS.

(1) Die fonds gestig kragtens die Ooreenkoms gepubliseer by Goewernmentskennisgewing No. 106 van 22 Januarie 1960 en bekend as die "Siektebystandsfonds vir die Haarkappersbedryf" (hieronder "die fonds" genoem), word hierby voortgesit.

(2) Die doel van die fonds is om tydens siekte mediese en siektebystand te verleen aan lede op wie hierdie Ooreenkoms van toepassing is.

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

(b) Vir die doel van die fonds moet elke werkgewer elke week onderstaande bedrae aftrek van die voorgeskrewe loon van elk van sy weeklikse betaalde werknemers en van die voorgeskrewe loon, ingevolge die Wet op Vakleerlinge 1944, soos gewysig, van elk van sy vakleerlinge wat lede van die Fonds is:—

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

(c) Every working employer shall contribute 29 cents per week for his own behalf.

(d) The employer shall month by month remit, "free of charge" to the Secretary of the Council, P.O. Box 2182, urban, or 904 Sanlam Buildings, 417 Smith 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) 21 cents per week in respect of each employee for whom the prescribed minimum wages are R15.69 per week or more;
- (ii) 12 cents per week in respect of each employee for whom the prescribed minimum wages are R12 or more per week, but not exceeding R15.68 per week;
- (iii) 9 cents per week in respect of each employee for whom the prescribed minimum wages are R8.54 or more per week, but not exceeding R11.99 per week;
- (iv) 7 cents per week in respect of each employee for whom the prescribed minimum wages are R4.93 or more per week, but not exceeding R8.53 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 X-ray examinations, operations, injections, specialist examinations and investigations, anaesthetics and hospital and nursing home treatment, at the expense of the fund, provided that the fund's liability in so far as hospital and nursing home fees are concerned, shall be limited to a total of R5 per day;
- (ii) an allowance of R3 towards the cost of each visit to a specialist for treatment, provided the visit to the specialist in the first instance is recommended by a Medical Officer of the fund.
- (iii) sick pay equivalent to half the members wages 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;
- (iv) supplies on the authority of a prescription signed by a medical officer of the fund, of medicines, drugs, ointment, bandages and lotions, except that each member shall be required to pay the first 25 cents of the cost of each prescription dispensed.
- (v) An allowance of R6 towards the cost of providing one pair of spectacles in every two years membership, provided that his membership in compliance to the Fund is not less than one calendar year before entitlement in the first instance, and provided further that the eyesight examination and issue of spectacles is in each instance recommended by the Medical Officer of the Fund.

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 R200 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of R400.

(6) The fund shall be administered by a management board 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

In die geval van maandeliks besoldigde werknemers moet die afrekkings maandeliks plaasvind, en wel teen vier en een derde maal die weeklikse bydraes wat hierbo genoem word.

(c) Elke werkende werknemer moet 29 sent per week namens homself bydra.

(d) Die werkgever moet maand vir maand, op of voor die 7de 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 Sanlamgebou 904, Smithstraat 417, Durban, die totale bedrag "kommissievry" stuur wat ingevolge subklousule 3 (b) en (c) van hierdie klousule ingevorder is, plus:—

- (i) 21 sent per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R15.69 per week of meer is;
- (ii) 12 sent per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R12 of meer per week maar hoogstens R15.68 per week is;
- (iii) 9 sent per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R8.54 of meer per week maar hoogstens R11.99 per week is;
- (iv) 7 sent per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R4.93 of meer per week maar hoogstens R8.53 per week is.

(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, geregtig op—

- (i) mediese behandeling, met inbegrip van X-straalondersoeke, operasies, inspuitings, ondersoeke en navorsing deur spesialiste, narkosetoediening, en behandeling in hospitaal en verpleeginrigting, op koste van die Fonds, met dien verstande dat die Fonds se aanspreeklikheid vir sover dit hospitaal- en verpleeginrigtinggelde betref, beperk is tot 'n totaal van R5 per dag;
- (ii) 'n toelae van R3 vir die koste van elke besoek aan 'n spesialis vir behandeling, met dien verstande dat die besoek aan die spesialis in die eerste instansie deur 'n mediese beampte van die Fonds aanbeveel is.
- (iii) siektebetaling gelyk aan die helfte van die lid se loon in die Ooreenkoms voorgeskryf of voorgeskryf kragtens die Wet op Vakleerlinge, 1944, soos gewysig, vir sulke lede ten opsigte van enige tydperk of tydperke waarin hy deur 'n ongeluk of siekte verhinder word om sy gewone loon te verdien maar hoogstens 'n totale tydperk van agt (8) weke binne enige aaneenlopende tydperk van 12 maande gereken vanaf die datum waarop hy eerste siek geword het, of 'n ongeluk oorgekom het, wat hom reg op bestand hierkragtens geregtig maak;
- (iv) verskaffing van medisyne, artsenymiddels, salf, verbande en smeer- of wasmiddels kragtens 'n voorskrif wat deur 'n mediese beampte van die Fonds onderteken is, behalwe dat elke lid die eerste 25 sent van die koste van alle medisyne, ens., op grond van 'n voorskrif aan hom gelewer, moet betaal;
- (v) 'n toelae van R6 tot die koste van verskaffing van een bril gedurende elke twee jaar van lidmaatskap, met dien verstande dat sy lidmaatskap ooreenkomstig die Fonds minstens een kalenderjaar moet wees voordat hy die eerste keer op 'n bril geregtig is, en verder met dien verstande dat die oog-ondersoek en uitreiking van 'n bril in iedere geval deur mediese beampte van die Fonds aanbeveel word;

met dien verstande dat—

- (a) geen lid geregtig is op siektebetaling ten opsigte van die eerste drie dae siekte nie;
 - (b) ingeval van 'n ongeluk slegs dié voordele betaalbaar is wat nie kragtens die Ongevallewet, 1941, geëis kan word nie.
- (5) Uitbetalings uit die Fonds ten opsigte van siektebetaling word gestaak sodra die bedrag in die krediet van die Fonds minder as R200 is, en die betaling van verdere bystand word nie hervat voordat die bedrag in die krediet van die fonds weer die syfer R400 bereik het nie.

(6) Die fonds word beheer deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgevers 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 bepalinge 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 bedryf werksaam is.

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

(b) Alle tjeks wat teen die fonds getrek word, moet geteken word deur die Voorsitter, die Ondervoorsitter en die Sekretaris

(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 31st January 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 31st December preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be countersigned by the chairman of the 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 purposes, 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.

25. ULTRA VIRES.

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

Signed on behalf of the parties at Durban this 5th day of March, 1963.

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

(8) 'n Openbare rekenmeester moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die rekenmeester moet, nadat die fondse met uitbetaling van bystand begin het, die rekenings van die fondse minstens jaarliks en uiterlik op 31 Januarie 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 31 Desember, onder alle hoofde aangegaan is, saam met 'n staat wat die bate en laste van die fondse 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 te insae lê vir persone wat in die Haarkappersbedryf in dien is, of dit uitoefen, en wat geregtig is 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) In geval hierdie Ooreenkoms verstryk deur verloop van tyd of deur enige ander oorsaak, moet die fondse verder deur die beheerraad geadministreer word tot dit of gelikwider of deur die Raad oorgedra word aan enige ander fondse wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike fondse 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 fondse 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 doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat in die beheerraad ontstaan, deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval ge vul 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 fondse na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel om die beheerraad se werk te verrig en wat vir sodanige doeleindes al die bevoegdhede van die beheerraad besit. By verstryking van hierdie Ooreenkoms moet die fondse op die wyse wat in subklousule (11) van hierdie klousule uiteengesit 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 fondse verdeel 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 fondse kragtens subklousule (1) van hierdie klousule gelikwider word, moet die geld wat in die krediet van die fondse oorbly nadat alle vorderings teen die fondse, met inbegrip van administrasie- en likwidasiestekste, betaal is, in die Raad se fondse inbetaal word.

(12) Die bepalinge van hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy toestem om lid van die fondse te word deur ondertekening van 'n aftrekorder in die vorm van die Aanhangsel B van hierdie Ooreenkoms en indiening van die aftrekorder, saam met 'n duplikaat daarvan, by die werkgewer. Die oorspronklike moet deur die werkgewer gehou en die duplikaat saam met die eerste bydrae ten behoeve van die vakleerling aan die Sekretaris van die Raad gestuur word. Met ingang van die datum waarop die aftrekorder by die werkgewer ingedien word, is die bepalinge van hierdie klousule op genoemde vakleerling van toepassing; met dien verstande dat alle bystand wat ten opsigte van 'n tydperk van diens aan die vakleerling verleen mag gewees het kragtens klousule 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).

25. ULTRA VIRES.

Indien 'n bepaling van hierdie Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die orige bepalinge van die Ooreenkoms die Ooreenkoms geag, en bly dit van krag vir die onverstreke geldigheidsduur van die Ooreenkoms.

Namens die partye op hede die 5de dag van Maart 1963, in Durban onderteken.

No.

FOR OFFICE USE ONLY.

Receipt No..... Initials.....

ALL FEES ARE PAYABLE IN ADVANCE.

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

NAME OF SALOON.....

No. _____

SLEGS VIR KANTOORGEBRUIK.
Kwitansie No..... Paraaf.....
ALLE GELD MOET VOORUIT BETAAL WORD
 Hierdie opgawe moet voor of op die 7de dag van
 elke maand aan die Sekretaris gestuur word.
NAAM VAN SALON.....

(Moet in tweevoud ingevul word.)

Adres.

Ek, (volle naam van vakleerling)
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.

No. 964.]

[28 June 1963.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

HAIRDRESSING TRADE, DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Hairdressing Trade, published under Government Notice No. 963 of the 28th June, 1963.

M. VILJOEN,
Deputy-Minister of Labour.

No. 965.]

[28 June 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, DURBAN.

CANCELLATION OF GOVERNMENT NOTICES.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (5) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, cancel Government Notices Nos. 106 of the 22nd January, 1960; 752 of the 18th May, 1962, and 2052 of the 14th December, 1962, as from the second Monday, after the date of publication of this notice.

M. VILJOEN,
Deputy-Minister of Labour.

No. 964.]

[28 Junie 1963.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENSKOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYS.

HAARKAPPERSBEDRYF, DURBAN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragte subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewys gepubliseer is, die bepalings van genoemde regulasies ten opsigte van alle werknemers vir wie lone voorgeskrif word in die Ooreenkoms vir die Haarkappersbedryf, wat by Goewermentskennisgewing No. 963 van 28 Junie 1963 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 965.]

[28 Junie 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF, DURBAN.

INTREKKING VAN GOEWERMENTS-KENNISGEWINGS.

Namens die Minister van Arbeid, trek ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragte subartikel (5) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermentskennisgewings Nos. 106 van 22 Januarie 1960, 752 van 18 Mei 1962 en 2052 van 14 Desember 1962 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing in.

M. VILJOEN,
Adjunk-minister van Arbeid.

Statutes of the Republic of South Africa, 1962

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