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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 714] [19 May 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

HAIRDRESSING TRADE, DURBAN.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, 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 section 48 (1) (b) 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 section 48 (3) (a) 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 *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 714.] [19 Mei 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

HAARKAPPERSBEDRYF, DURBAN.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, 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 artikel 48 (1) (b) 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 artikel 48 (3) (a) 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 *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

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 48 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 19 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., written and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant; provided that any period or periods of employment in excess of three years in any one or two of these occupations in the aggregate shall not be reckoned as employment in any other of these occupations;

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
DURBAN.

OOREENKOMS

ingevolge 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 in die Nywerheidsraad vir die Haarkappersbedryf (Durban).

1. TOEPASSING VAN OOREENKOMS.

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

(b) Ongeag die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers 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 met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of 'n kontrak wat daarkragtens aangegaan is of 'n kennisgewing wat kragtens artikel 16 of 17 daarvan gepubliseer is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van drie jaar of vir sodanige ander tydperk as wat hy bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf is, het hier dieselfde betekenisse as in die 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 leerlingkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944;

"los werknemer" 'n haarkapper (man of vrou) wat hoogstens twee dae per week vir dieselfde werkgewer werk;

"klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk en/of enige ander vorm van klerklike werk verrig, asook 'n ontvangsklerk 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 19 van die Wet op Nywerheidsversoening, 1956;

"inrigting" enige plek waar toiledienste gewoonlik aan Blankes gelewer word;

"ondervinding"—

(a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke wat 'n werknemer in die Haarkappersbedryf werksaam was;

(b) met betrekking tot 'n klerklike werknemer, die totale tydperk of tydperke wat 'n werknemer ondergenoemde soorte werk verrig het, nl. tikwerk en/of skryfwerk en/of enige ander vorm van klerklike werk en/of werk as ontvangsklerk en/of kassier en/of telefonis en/of verkoopsassistent; met dien verstande dat enige tydperk of tydperke diens van altesaam langer as drie jaar in enige een of twee van hierdie soorte werk nie as diens in enige ander van hierdie soorte werk gereken mag word nie;

"algemene helper" 'n werknemer wat by 'n werkgewer in diens is vir skoonmaak, vee, skoene poets, boodskappe doen, tee maak, koppies en/of toiledgerei was;

"mansbedryf" die tak van die Haarkappersbedryf waarin toiledienste, soos hierin omskryf, aan manlike persone gelewer word;

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

- 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;

"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 any 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.....	29.00	125.67
(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)—		
for the first year after qualifying...	24.11	104.48
and thereafter.....	24.92½	108.00
(ii) Hairdresser (female)—		
for the first year after qualifying...	16.15½	70.00
and thereafter.....	18.46	80.00
(iii) Manicurist.....	12.95	56.12
	Per Day. R	
(iv) Casual employee (male).....	5.00	
Casual employee (female).....	4.00	
(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:—	Per Week. R	Per Month. R
(i) Gentlemen's Trade.....	8.70	37.70
(ii) Ladies' Trade (male).....	7.23	31.33
Ladies' Trade (female).....	5.65½	24.50
(d) General assistant (non-European):—		
(i) Female.....	6.10	26.43
(ii) Male of the age of 18 years or over...	7.65	33.15
(iii) Male under the age of 18 years.....	5.75	24.92

"haarkapper" 'n werknemer, uitgesonderd 'n manikuris, 'n minderjarige in klousule 4 (1) (c) bedoel, of 'n vakleerling ingeboek kragtens die Wet op Vakleerlinge, 1944, soos gewysig, wat een of meer van die werksaamhede verrig 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 'n nywerheidsraad vir die Haarkappersbedryf of sodanige ander liggaam as wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;
- in 'n bedryfstoets kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, geslaag het;

"Haarkappersbedryf" die bedryf wat in inrigtings uitgeoefen word;

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

"manikuris" 'n werknemer wat 'n jaar lank as sodanig opgelei is en 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;

"Wet" ook die gemene reg;

"toilet dienste"—

- in die damesbedryf: Die werksaamhede in verband met sjampoewerk, hare kap, hare skroei, massering (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, massering (kop of gesig) en trigologiese behandeling;

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

4. LONE.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule mag geen lone teen laer tariewe 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.....	29.00	125.67
(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)—		
eerste jaar na kwalifisering.....	24.11	104.48
en daarna.....	24.92½	108.00
(ii) Haarkapper (vrou)—		
eerste jaar na kwalifisering.....	16.15	70.00
en daarna.....	18.46	80.00
(iii) Manikuris.....	12.95	56.12
	Per dag. R	
(iv) Los werknemer (man).....	5.00	
Los werknemer (vrou).....	4.00	
(c) Minderjariges in die bedryf van dames- en/of manshaarkappers, gedurende die tydperk wat hulle aldus ingevolge die Wet op Vakleerlinge van 1944 sonder 'n leerlingkontrak in diens is:—	Per week. R	Per maand. R
(i) Mansbedryf.....	8.70	37.70
(ii) Damesbedryf (man).....	7.23	31.33
Damesbedryf (vrou).....	5.65½	24.50
(d) Algemene helpers (nie-Blankes):—		
(i) Vrou.....	6.10	26.43
(ii) Man, 18 jaar oud of ouer.....	7.65	33.15
(iii) Man, jonger as 18 jaar.....	5.75	24.92

	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 employee 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, and 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 of sick or on occasional leave.

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 is legally or by Order of any competent Court required or permitted to make.

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

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

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

(e) Klerklike werknemers:—

	Per Week. R	Per Month. R
Klerklike werknemer, man, ongekwalfiseer:—		
(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, gekwalfiseer	23.08	100.00
Klerklike werknemer, vrou ongekwalfiseer:—		
(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	60.25
Klerklike werknemer, vrou, gekwalfiseer	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 in paragraaf (b) van subklousule (1) van hierdie klousule voorgeskrif word, na gelang van watter bedrag die hoogste is.

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

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

(5) Niks in hierdie klousule kan die loon van 'n werknemer wat hy op die datum van inwerkingtrekking van hierdie Ooreenkoms ontvang, verminder solank sodanige werknemer in die diens van dieselfde werkgewer bly nie.

(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 vir die vervanging van werknemers of werkende werkgewers of vennote wat tydelik afwesig of siek of met verlof is.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(1) Lone moet wekeliks 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 geplaas word in 'n verseëlde kovert waarop die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling gedoen word, aftrekkings kragtens hierdie Ooreenkoms en die bedrag in die kovert vermeld word. Aan 'n los werknemer moet by beëindiging van elke dienskontrak die besoldiging betaal word wat aan hom verskuldig is.

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

- Behoudens die bepalings van klousule 7, waar '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 Siektebystandsfonds vir die Haarkappers-bedryf kragtens klousule 24 van hierdie Ooreenkoms.
- Aftrekkings vir Werkloosheidsversekeringsfondsbydraes, of enige ander bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof moet of mag afrek.

(3) Die lone verskuldig ingevolge klousule 4 en besoldiging verskuldig aan 'n werknemer op 'n weeklikse dienskontrak moet gedurende die maand elke week op Saterdag uiterlik om 12.30 nm. betaal word; met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling uiterlik om 5 nm. die vorige sakedag gedoen moet word.

As 'n werknemer op 'n maandelikse dienskontrak is, moet besoldiging kragtens hierdie Ooreenkoms verskuldig uiterlik om 5 nm. op die laaste dag van elke maand en, as die laaste dag op 'n Saterdag val, uiterlik om 12.30 nm. aan hom betaal word; met dien verstande dat as die laaste dag van die bepaalde maand op 'n ander dag as 'n sakedag val, lone uiterlik om 5 nm. op die sakedag voor sodanige dag betaal moet word; met dien verstande dat betaling uiterlik om 12.30 nm. moet geskied as sodanige sakedag 'n Saterdag is.

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

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.

Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.

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.....	8 a.m.	4.45 p.m.
Tuesdays.....	8 a.m.	3.45 p.m.
Wednesdays.....	8 a.m.	4.45 p.m.
Thursdays.....	8 a.m.	5.00 p.m.
Fridays.....	7.30 a.m.	5.45 p.m.
Saturdays.....	7.30 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, calculated at 3 (three) times the weekly wage the employee was receiving the week prior to proceeding on annual leave. 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, four 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 employee's leave in terms of sub-clause (2) became due. Such *pro rata* leave shall *mutatis mutandis* be paid to the Council in terms of sub-clause (6) hereof.

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

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of sub-clause (2) or his services shall be terminated as the case may be and shall remit to the Council at the same time the holiday

6. WERKURE.

(1) Geen werknemer mag langer as 44½ uur gedurende 'n week van ses werkdade werk nie, en geen werkgever mag sy werknemer aansê of toelaat om langer as dit te werk nie.

Die werkure moet strook met die begin- en ophoutye aangegee in onderstaande bylae, en daar moet tussen 11.30 vm. en 2.30 nm. op Maandae tot en met Vrydae 'n onderbreking van een uur vir middagete wees; met dien verstande dat 'n werkgever nie sy werknemer mag aansê of toelaat om op enige dag langer as vyf uur aaneen te werk sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie, en dié onderbreking word nie deel van die gewone werkure geag nie.

'n Werktydperk wat deur 'n pouse van minder as een uur onderbreek word, word geag aaneenlopend te wees.

BYLAE.

	Van.	Tot.
Mansbedryf:—		
Maandae tot Vrydae.....	8 vm.	5 nm.
Saterdag.....	8 vm.	12.30 nm.
Damesbedryf:—		
Maandae.....	8 vm.	4.45 nm.
Dinsdae.....	8 vm.	3.45 nm.
Woensdae.....	8 vm.	4.45 nm.
Donderdae.....	8 vm.	5.00 nm.
Vrydae.....	7.30 vm.	5.45 nm.
Saterdag.....	7.30 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 agtereenvolgend wees.*—Alle werkure van 'n werknemer, etensure uitgesonderd, moet agtereenvolgend wees.

(3) *Verbod op oortydwerk.*—'n Werknemer mag nie toegelaat of aangesê word om meer ure te werk as die getal in subklousule (1) voorgeskryf nie; met dien verstande dat, indien 'n meganiese, elektriese of tegniese fout ontstaan, daar 'n hoogstens 20 minute ná die gewone sluitingsure gewerk mag word.

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

(5) Inrigtings moet toe wees op die Saterdag na Goeie Vrydag, en op die Saterdag na Kersdag as Kersdag op 'n Donderdag val.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle betaling op alle openbare vakansiedae en sodanige verlof moet aan hom toegestaan en deur hom geneem word.

(2) Elke werknemer, uitgesonderd 'n los werknemer, moet in elke jaar diens by dieselfde werkgever drie (3) agtereenvolgende weke afwesighedsverlof met volle betaling toegestaan word, welke betaling bereken moet word teen 3 (drie) maal die weeklikse loon wat die werknemer ontvang het toe hy op verlof geregtig geword het.

Die drie weke moet 18 werkdade insluit en wanneer 'n openbare vakansiedag binne die verloftyd kragtens die bepalings hiervan val, moet sodanige vakansiedag by sodanige tydperk as 'n verdere tydperk van verlof met volle betaling gevoeg word.

(3) Jaarlikse verlof kragtens subklousule (2) moet geneem word op 'n tydstop wat vier maande voor die aanbreek van sodanige verlof tussen die werkgever en die werknemer gereël is, en moet in elk geval deur die werkgever toegestaan en deur die werknemer geneem word sodat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het.

(4) Wanneer 'n werknemer 'n 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 toegestaan word en neem voordat kennis van diensbeëindiging gegee word. Besoldiging vir sodanige verlof moet geen *pro rata*-bedrag verloorgeld 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 werknemer op verlof kragtens subklousule (2) geregtig geword het nie. Sodanige *pro rata*-verlof moet *mutatis mutandis* kragtens subklousule (6) hiervan aan die Raad uitbetaal word.

(5) Indien 'n werknemer se diens voor die voltooiing van 'n jaar dog na die voltooiing van 'n maand diens beëindig word, is die werknemer vir elke voltooië week diens in die onvoltooië jaar geregtig tot 1/12de van die loon wat by die beëindiging van sy diens ontvang het.

(6) Die werkgever moet die Sekretaris van die Raad in kennis stel van die datum waarop die werknemer se verlof kragtens subklousule (2) moet begin of sy diens beëindig moet word, na gelang van die geval, en terselfdertyd enige verlofbesoldiging wat

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 AGREEMENT.

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 exemptions 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, and general-assistants.

11. BUITEWERK.

'n Werknemer mag nie terwyl hy by 'n werkgever verbonde aan die Haarkapperbedryf werksaam is, vir eie rekening of namens of van iemand anders as sy werkgever—

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

12. KOMMISSIELOON OOREENKOMSTE.

'n Werkgever kan 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; met dien verstande dat die werkgever, voordat die ooreenkoms (wat skriftelik moet wees) in werking tree, aan die werknemer 'n afskrif van die ooreenkoms moet verskaf, welke ooreenkoms die volgende moet omvat:—

- (a) Die tarief of tariewe van die kommissieloon en die aanspraakvoorwaardes;
- (b) die dag van die week of maand wanneer verdiende kommissieloon verskuldig en betaalbaar is;
- (c) die tydperk, wat nie korter as 'n week mag wees nie, waarmee die werkgever of sy werknemer skriftelik die ooreenkoms moet opse of kennis moet gee van die voorname om oor 'n wysiging van die ooreenkoms te onderhandel.

13. TOEPASSING VAN OOREENKOMS.

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

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

14. VRYSTELLING.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, bepaal op watter voorwaardes sodanige vrystelling verleen word en vir watter tydperk die vrystelling van krag is; met dien verstande dat die Raad 'n vrystellingsertifikaat na goeiddunke kan intrek nadat die betrokke persone een week skriftelik kennis gegee is.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie ingevolge subklousule (1) van hierdie klousule vrystelling verleen word, 'n vrystellingsertifikaat uitreik waarin vermeld word—

- (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 gestel, 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 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 in klousule 4 (1) (a) (i), (ii) en klousule 4 (1) (b) voorgeskryf word, 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 voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 2182, Durban, in die vorm voorgeskryf in aanhangsel A van hierdie Ooreenkoms stuur.

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

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

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

16. EXHIBITION OF AGREEMENT.

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

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

- (i) The full names of the directors, the full names of the person in actual control of each branch of the business;
- (ii) address of the registered 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.

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

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

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, bevestig en bevestig 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 tot die Haarkappersbedryf toetree, 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 handelsaak;
- (b) sakeadres; 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 voorgeskryf in aanhangsel A hiervan 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 name van al die vennote verstrek word.

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

- (i) Die volle name van die direkteure, die volle name van die persoon werklik in beheer van elke tak van die saak;
- (ii) adres van die geregistreerde kantore van die maatskappy;
- (iii) die volle name 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 na die datum waarop sodanige verandering plaasgevind 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, skriftelik daarvan in kennis stel.

18. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om met die toepassing van hierdie Ooreenkoms behulpsaam te wees. Elke werkgever en elke werknemer is verplig om dié persone toe te laat om die persele te betree, die ondersoeke in te stel en te voltooi en die boeke, dokumente, loonstate, tydstate en betaalstate te ondersoek en alles te doen wat nodig is om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en niemand mag aan sodanige agent in die loop van sy ondersoek 'n vals verklaring doen nie.

19. LIDMAATSKAP.

'n Werkgever wat lid van die werkgeversorganisasie is, mag geen werknemer wat nie lid van die vakvereniging is, in diens hê nie en geen lid van die vakvereniging mag by 'n werkgever wat nie lid van die werkgeversorganisasie is, in diens tree of bly nie.

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

Die bepalinge van hierdie klousule is nie van toepassing—

- (a) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnekom nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vandat 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 of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging uitgesit is nie.

20. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

21. WORKING EMPLOYERS.

All working employers engaged in the Hairdressing Trade shall, *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, excepting that working employers may work from 7.30 a.m. to 6 p.m. on Mondays to Fridays (both days inclusive), and from 7.30 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 7.30 a.m. to 6 p.m. on Mondays to Fridays (both days inclusive), and from 7.30 a.m. to 1 p.m. on Saturdays.

22. CONTROL OF PREMISES.

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

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

(2) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Hairdressing Trade to be let or sublet to or occupied by any person for the purpose of such person engaging in any work connected with 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 paragraph (b), (c) and (d) of this sub-clause.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

21. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die Haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaardes in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom, uitgesonderd dat werkende werkgewers van 7.30 vm. tot 6 nm. op Maandae tot en met Vrydae en van 7.30 vm. tot 1 nm. op Saterdag mag werk; met dien verstande dat waar daar meer as twee vennote is, slegs een van die werkende werkgewers aldus van 7.30 vm. tot 6 nm. op Maandae tot en met Vrydae en van 7.30 vm. tot 1 nm. op Saterdag mag werk.

22. BEHEER OOR PERSELE.

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

- (a) wat nie behoorlik verlig en geventileer is en nie 'n voldoende kou- en warmwatertoevoer het nie;
- (b) wat nie met verglaasde wasbakke met vuilwaterpype en 'n stelsel vir die onskadelike beskikking oor vuilwater toegerus is nie;
- (c) waarvan die mure en vloere nie van materiaal gebou is wat skoon gehou kan word nie;
- (d) wat uitgerus is met rakke, monterings of ander opstand wat nie van glas, marmer of leiklip gemaak of met emalje afgewerk of met sink of 'n ander maklik reinigbare en duursame materiaal beklee is nie;
- (e) waarvan 'n deel as 'n slaapvertrek of 'n plek vir die bewaring of bereiding van eetware gebruik word nie, tensy die deel wat vir die Haarkappersbedryf gebruik word, van sodanige plek of vertrek geskei word 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, 'n deel van die perseel wat hy okkupeer en waarin hy werk in die Haarkappersbedryf verrig of verrig het, aan iemand laat verhuur of onderverhuur of deur iemand laat okkupeer ten einde sodanige persoon toe te laat om werk in verband met die Haarkappersbedryf te verrig nie.

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

(3) Geen werkgewer mag in sy haarkappersalon 'n haarkapperskool of -opleidingsentrum dryf of mag toelaat dat 'n werknemer dit daar dryf 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 was of laat was wat gebruik moet word deur 'n vakleerlingwerknemer wat hoogstens drie jaar van sy/haar leertyd uitgedien het.

Dié uniforms of oorpakke bly die werkgewer se eiendom.

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

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

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

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 moet uit bydraes ingevolge paragrawe (b), (c) en (d) van hierdie subklousule gefinansier word.

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

- (i) 27 cents per week for all employees for whom the prescribed minimum wages are R15.69 per week or more;
- (ii) 15 cents per week for all employees for whom the prescribed minimum wages are R13.06 per week or more, but not exceeding R15.68 per week;
- (iii) 12 cents per week for all employees for whom the prescribed minimum wages are R5.10 per week or more, but not exceeding R13.05 per week.

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

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

(d) The employer shall month by month remit, "free of exchange" to the Secretary of the Council, P.O. Box 2182, Durban, or 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 R13.06 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 R10.16 or more per week, but not exceeding R13.05 per week;
- (iv) 7 cents per week in respect of each employee for whom the prescribed minimum wages are R5.10 or more per week, but not exceeding R10.15 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 R5 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;
- (vi) funeral expenses amounting to R50 shall be paid to the dependant or nominee of a member who dies after he has been a member of the fund for a period of not less than 12 (twelve) months prior to his death;

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.

(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:—

- (i) 27 sent per week vir alle werknemers vir wie die voorgeskrewe minimum loon R15.69 per week of meer is;
- (ii) 15 sent per week vir alle werknemers vir wie die voorgeskrewe minimum loon R13.06 per week of meer maar hoogstens R15.68 per week is;
- (iii) 12 sent per week vir alle werknemers vir wie die voorgeskrewe minimum loon R5.10 per week of meer maar hoogstens R13.05 per week is.

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

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

(d) Die werkgewer moet maand vir maand, voor of op die 7de van elke maand in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms die totale bedrag ingevolge subklousule 3 (b) en (c) van hierdie klousule ingevorder is, plus die volgende bedrae "kommissievry" aan die Sekretaris van die Raad, Posbus 2182, Durban, of Sanlamgebou 904, Smithstraat 417, Durban, stuur:—

- (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 R13.06 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 R10.16 of meer per week maar hoogstens R13.05 per week is;
- (iv) 7 sent per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R5.10 of meer per week maar hoogstens R10.15 per week is.

(4) Behoudens die bepalinge van subartikel (5) en die reëls betreffende die administrasie 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 deur 'n spesialis, narkosetoediening en behandeling in 'n hospitaal en verpleeginrigting, op koste van die Fonds; met dien verstande dat die Fonds se aanspreeklikheid vir hospitaal- en verpleeginrigtinge tot 'n totaal van R5 per dag beperk word;
- (ii) 'n toelae van R5 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 beamppte van die Fonds aanbeveel is.
- (iii) ten opsigte van enige tydperk of tydperke waarin 'n lid 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 corgekom het, wat hom op bystand hierkragtig geregtig maak, siektebetaling gelyk aan die helfte van die lid se loon voorgeskryf in die Ooreenkoms of kragtens die Wet op Vakleerlinge, 1944, soos gewysig, vir sulke lede voorgeskryf;
- (iv) verskaffing van medisyne, verdowingsmiddels, salf, verbande en wasmiddels kragtens 'n voorskrif wat deur 'n mediese beamppte van die Fonds onderteken is, maar elke lid moet die eerste 25 sent betaal van die koste van alle medisyne, ens., wat op grond van 'n voorskrif aan hom verskaf word;
- (v) 'n toelae van R6 in verband met 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 oud 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 'n mediese beamppte van die Fonds aanbeveel word;
- (vi) begrafniskoste ten bedrae van R50, wat betaal moet word aan die afhanklike of benoemde van 'n lid wat sterf nadat hy minstens 12 (twaalf) maande voor sy afsterwe 'n lid van die Fonds was;

met dien verstande dat—

- (a) geen lid ten opsigte van die eerste drie dae van sy siekte op siektebetaling geregtig is nie;
- (b) in die geval 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 batige saldo van die Fonds minder as R200 bedra, en die betaling van verdere bystand word nie hervat voordat die bedrag in krediet van die Fonds weer die syfer R400 bereik het nie.

(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 drawn up by the Board, and approved of by the Council. The rules shall not be inconsistent with the provisions of this clause and may, with the approval of the Council, be amended by the Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the head office of the Council, for inspection by any person engaged in the Trade.

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

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

(c) Surplus money in the fund may be placed on deposit with a building society approved by the Management Board or may be invested in Union Loan Certificates; provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.

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

(8) A public accountant shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The accountant shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 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 and a subsequent agreement for the continuation of the fund not being negotiated within a period of six months from the date of such expiry, or the fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the fund shall be liquidated. The fund shall during the said period of six months or until such time as it is transferred to any other fund referred to above, be administered by the management board.

(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

(6) Die fonds moet deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers aangewys deur die Nywerheidsraad in ooreenstemming met die reglement opgestel deur die beheerraad en goedgekeur deur die Raad, geadministreer word. Die reglement mag nie in stryd met die bepalings van hierdie klousule wees nie en kan met toestemming van die Raad deur die beheerraad gewysig word. 'n Afskrif van die reglement en enige wysiging daarvan moet by die Sekretaris van Arbeid ingelewer 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, goedgekeur deur die Raad, geopen moet word.

(b) Alle tjeks wat op die fonds getrek word, moet geteken word deur die Voorsitter, die Ondervoorsitter en die Sekretaris van die Raad.

(c) Surplusgeld in die fonds kan by 'n bougenootskap, goedgekeur deur die beheerraad, gedeponeer of in Nasionale Spaarsertifikate belê word; met dien verstande dat voldoende kontant beskikbaar gehou word om die beheerraad in staat te stel om eise teen die fonds onmiddellik na hul instelling te vereffen.

(d) Alle uitgawes wat in verband met die administrasie van die fonds aangegaan word, kom die fonds ten laste.

(8) 'n Openbare rekenmeester moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die rekenmeester moet, nadat die fonds met die uitbetaling van bystand begin het, die rekenings van die fonds minstens jaarliks en uiterlik op 31 Januarie van elke jaar ouditeer en in 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 31 Desember onder alle hoofde aangegaan is, asook 'n staat wat die bate en laste van die fonds aantoon. Juiste afskrifte van hierdie state, wat deur die voorsitter van die beheerraad medeonderteken moet word, en die ouditeursverslae daarvoor, moet in die Raad se kantoor ter insae lê vir persone wat in die Haarkappersbedryf in diens is en wat geregtig is om daarvan afskrifte of uittreksels te maak. Gewaarmerkte afskrifte van sowel die state as die ouditeursverslag daarvoor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(9) Indien hierdie Ooreenkoms weens tydsverloop of 'n ander oorsaak verstryk en 'n ander Ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van ses maande vanaf die datum van sodanige verstryking aangegaan word nie, of as die Raad nie die Fonds binne sodanige tydperk aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gelikwideer word. Die Fonds moet gedurende genoemde tydperk van ses maande of tot tyd en wyl dit oorgedra word aan 'n ander fonds soos hierbo bedoel, deur die Beheerraad geadministreer word.

(10) Indien die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die beheerraad voortgaan om die fonds te administreer en die lede van die beheerraad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, vir sodanige doeleindes as lede daarvan beskou; met dien verstande dat 'n vakature wat in die beheerraad ontstaan, deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul mag word ten einde te verseker dat werkgewers en werknemers ewe veel verteenwoordigers en plaasvervangers in die beheerraad het. Indien sodanige Raad nie in staat is nie of onwillig is om sy pligte na te kom daarvoor 'n dooie punt ontstaan wat die administrasie van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy een of meer trustees aanstel wat die beheerraad se werk moet verrig vir sodanige doeleindes al die bevoegdhede van die beheerraad besit. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse uiteengesit in subklousule (11) van hierdie klousule deur die beheerraad of die trustees, na gelang van die geval, gelikwideer word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds afgewikkel en sy bate uitgedeel is, moet die res van hierdie fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die Raad se algemene fondse uitmaak.

(11) Wanneer die fonds kragtens subklousule (1) van hierdie klousule gelikwideer word, moet die geld wat in die krediet van die fonds oorbly na vereffening van alle vorderings teen die fonds, met inbegrip van administrasie- en likwidasielaste, in die Raad se fondse inbetaal word.

(12) Die bepalings van hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy toestem om lid van die fonds te word deur ondertekening van 'n aftrekorder in die vorm van aanhangsel B van hierdie Ooreenkoms en indiening van die aftrekorder, 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

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 sub-clause (13) of this clause 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 sub-clause (13) of this clause as from the date of such withdrawal.

(13) An apprentice who is not a member of the Fund, and any other employee, except a casual employee, who has been excluded from the Fund on account of—

- (a) chronic sickness;
- (b) any other good reason recognised by the Board as being sufficient,

and who is absent from work through incapacity, shall be granted by the employer not less than thirty-six days sick leave in the aggregate during any period of thirty-six consecutive months of employment with him, and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount of not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first twelve months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period up to eight weeks received payment in terms of this sub-clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work; and

(c) for the purpose of this sub-clause—

- (i) "pay" or "wage" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;
- (ii) "employment" includes any period during which an employee—
 - (a) is on leave in terms of sub-clause (2) of clause 7; or
 - (b) is on sick leave; or
 - (c) is absent from work on the instructions or at the request of his employer; or
 - (d) is undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of sub-paragraphs (a), (b) and (c) plus up to four months of any period of military training referred to in sub-paragraph (d) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of the commencement of this Agreement shall for the purpose of this sub-clause be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall for the purposes of this sub-clause be deemed to have been granted under the Agreement; and

- (d) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

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 July, 1966.

G. WINTER, Chairman.
M. J. WILMANS, Vice-Chairman.
R. RUNGE, Secretary.

die Sekretaris van die Raad gestuur word. Met ingang van die datum waarop die aftrekorder by die werkgewer ingedien word, is die bepalings van hierdie klousule op genoemde vakleerling van toepassing; met dien verstande dat alle bystand wat ten opsigte van 'n tydperk van diens aan die vakleerling verleen is kragtens subklousule (13) van hierdie klousule, 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 vir verlovvoorrede kragtens subklousule (13) van hierdie klousule moet begin kwalifiseer.

(13) 'n Vakleerling wat nie lid van die Fonds is nie en 'n ander werknemer, uitgesonderd 'n los werknemer, wat van die Fonds uitgesluit is weens—

- (a) chroniese siekte;
- (b) 'n ander afdoende rede wat deur die Bestuur erken word; en wat weens ongeskiktheid van sy werk afwesig is, moet gedurende enige tydperk van ses-en-dertig agtereenvolgende maande diens by dieselfde werkgewer deur sodanige werkgewer altesaam ses-en-dertig dae siekteverlof verleen word, en sodanige werkgewer moet sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule minstens 'n bedrag betaal wat gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

- (i) dat 'n werknemer gedurende sy eerste twaalf agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat 'n werkgewer as 'n vooraf gestelde voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n geneeskundige praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word; met dien verstande dat, waar 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling kragtens hierdie subklousule ontvang het sonder om sodanige sertifikaat te toon, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk te toon.

(c) Vir die toepassing van hierdie subklousule—

- (i) omvat "betaling" of "loon" enige lewenskostetoelae wat ingevolge 'n wet of op 'n ander manier aan 'n werknemer betaal word of betaalbaar is;
- (ii) omvat "diens" enige tydperk wat 'n werknemer—
 - (a) met verlof is ooreenkomstig subklousule (2) van klousule 7; of
 - (b) met siekteverlof is; of
 - (c) van sy werk afwesig is op las of op versoek van sy werkgewer; of
 - (d) militêre opleiding ondergaan,

wat in enige jaar altesaam hoogstens tien weke beloop ten opsigte van subparagrafe (a), (b) en (c) plus hoogstens vier maande van enige tydperk van militêre opleiding wat in subparagraaf (d) bedoel word en wat die werknemer in daardie jaar ondergaan het, en enige aanenlopende tydperk wat 'n werknemer onmiddellik voor die inwerking-treding van hierdie Ooreenkoms by dieselfde werkgewer in diens was, word vir die toepassing van hierdie subklousule geag diens te wees, en enige siekteverlof met volle betaling wat gedurende sodanige tydperk aan sodanige werknemer verleen is, word vir die toepassing van hierdie subklousule geag ooreenkomstig hierdie Ooreenkoms verleen te gewees het.

- (d) "Ongeskiktheid" beteken onvermoë om te werk weens 'n siekte of besering, uitgesonderd 'n siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is; met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

26. ULTRA VIRES.

Indien 'n bepaling van hierdie Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die orige bepalings van die Ooreenkoms as die Ooreenkoms beskou en bly hulle van krag vir die onverstreke termyn van die Ooreenkoms.

Namens die partye op hede die 5de dag van Julie 1966, in Durban onderteken.

G. WINTER, Voorsitter.
M. J. WILMANS, Ondervoorsitter.
D. RUNGE, Sekretaris.

ANNEXURE A.

No.

[illegible]

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.....

SUMMARY.

SUMMARY.			
To Union Subscriptions, Column No. 6.			R
To Industrial Council O/a Employees, Column No. 7.	R	}	R
To Industrial Council O/a Employers, Column No. 8.	R		R
To Medical Aid Fund O/a Employees, Column No. 9.	R		R
To Medical Aid Fund O/a Employers, Column No. 10.	R		R
To Leave Pay, Column No. 11.			
To Master Hairdressers' Subscriptions due 1st September.			R

By Cheque/Cash herewith.....R

AANHANGSEL A.

No. _____

NAAM VAN WERKNEMER (in blokletters). (Getroude- en nooiensvan moet aangegee word.)	Geslag.	Loon per week.	Bedryf.	Mediese bystand- nommer.	Aan vakvereni- gingsgeld.	Aan Nywereheids- raadgeld: Werknemers.	Werkgewers- bydraes tot Nywereheids- raad.	Mediese bystands- fonds: Werknemers.	Mediese bystands- fonds: Werkgewers.	Verlof- betaling.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
TOTAAL.....R										

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.....

SAMEVATTING.

SAMEVATTING.			
Vakverenigingsleged, kolom No. 6.			R
Aan Nywerheidsraad vir werknemers, kolom No. 7.	R		
Aan Nywerheidsraad vir werkgewers, kolom No. 8.	R		
Aan mediese bystandsfonds vir werknemers, kolom No. 9.	R		
Aan mediese bystandsfonds vir werkgewers, kolom No. 10.	R		
Aan verlofbetaling, kolom No. 11.			
Aan meester-haarkappersleged betaalbaar 1 September.			R

Per tjek kontant hierby.....R

ANNEXURE B.

(To be completed in duplicate.)

Address.

19

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

(Name and address of Employer.)

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

(Signature of Apprentice.)

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

AANHANGSEL B.

(Moet in tweevoud ingevul word.)

Adres.

19.

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

(Naam en adres van werkgever.)

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

(Handtekening van vakleerling.)

(Handtekening van voog, indien vakleerling minderjarig is.)

No. R. 715.]

[19 May 1967.

WAR MEASURES ACT, 1940.

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

HAIRDRESSING TRADE, DURBAN.

I, MARAIS, VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) 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. R. 714 of the 19th May, 1967.

M. VILJOEN,
Minister of Labour.

No. R. 715.]

[19 Mei 1967.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

HAARKAPPERBEDRYF, DURBAN.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Haarkapperbedryf, wat by Goewermentskennisgewing No. R. 714 van 19 Mei 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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