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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 1470

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF, PRETORIA

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 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 vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 17, 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c) en 17 tot en met 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 1470

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, PRETORIA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, 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 (1) (a), 2, 5 (2) (c), 17, 18, 19 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c) and 17 to 22 inclusive, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Trade by the employers upon

opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Pretoria Master Hairdressers' Association

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

S.A. Hairdressers Employees' Industrial Union
(Northern Transvaal Branch)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrostdistrikte Pretoria (met inbegrip van daardie gedeeltes van die landdrostdistrikte Warmbad, Kempton Park, Cullinan en Randburg wat voor die publikasie van Goewermentskennisgewings 1410 van 23 Junie 1950, 551 van 29 Maart 1956, 970 van 30 Mei 1968, 1618 van 2 Oktober 1970 en 2152 van 22 November 1974, onderskeidelik binne die landdrostdistrik Pretoria geval het) en Wonderboom.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) slegs van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens aangegaan of enige voorwaarde wat ingevolge daarvan gestel is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Mannekragbenutting ingevolge artikel 48 van die Wet vasgestel word, en bly drie jaar lank van krag af vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; waar daar van 'n wet of ordonnansie melding gemaak word, sluit dit alle wysigings van dié wet of ordonnansie in en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar is met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ooreenkoms" 'n ooreenkoms wat ingevolge die Wet gepubliseer en bindend gemaak is vir werkgewers en werknemers in die Haarkappersbedryf;

"vakleerling" 'n werknemer wat in diens is ingevolge 'n skriftelike leerlingkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of geag word daarkragtens geregistreer te wees en sluit dit minderjariges in wat ingevolge genoemde Wet op proef aangestel is;

"los werknemer" 'n haarkapperassistent (man of vrou) wat by dieselfde werkgewer vir hoogstens twee dae in 'n bepaalde week werksaam is;

"klerk, ontvangsdame en/of telefonis," 'n werknemer wat hoofsaaklik in diens geneem word met die doel om klante te ontvang of afsprake per telefoon of andersins aan te neem en/of boekhouwerk te doen of enige ander vorm van klerklike werk te verrig, benewens die hantering van kontant en die waarneem van toonbankverkope;

whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (PRETORIA)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Pretoria Master Hairdressers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

S.A. Hairdressers Employees' Industrial Union
(Northern Transvaal Branch)

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Hairdressing Trade (Pretoria)

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Hairdressing Trade—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of Pretoria (including those portions of the Magisterial Districts of Warmbaths, Kempton Park, Cullinan and Randburg which, prior to the publication of Government Notices 1410 of 23 June 1950, 551 of 29 March 1956, 970 of 30 May 1968, 1618 of 2 October 1970 and 2152 of 22 November 1974, respectively, fell within the Magisterial District of Pretoria) and Wonderboom.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

(b) only apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation 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, 1956;

"agreement" means an agreement published and made binding upon employers and employees in the Hairdressing Trade in accordance with the provisions of the Act;

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to be registered under the Apprenticeship Act of 1944; and includes a minor employed on probation in terms of the said Act;

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

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

"kommissie" die bedrag verskuldig aan 'n werknemer soos ooreengekom ooreenkomstig klousule 4 (10) tussen sodanige werknemer en sy werkgever: Met dien verstande dat 'n los werknemer vir die toepassing van hierdie omskrywing nie geag word 'n werknemer te wees nie;

"Raad" die Nywerheidsraad vir die Haarkappersbedryf (Pretoria), geregistreer kragtens artikel 19 van die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" enige plek waar toilet dienste gewoonlik aan Blankes gelewer word;

"algemene assistent" 'n werknemer wat by 'n werkgever in diens is vir die skoonmaak en vee van persele, boodskappe doen, koppies en toiletbenodigdhede was en verversingsdranke voorberei en bedien;

"manshaarkappery" die seksie van die Haarkappersbedryf waarin toilet dienste, soos hierin omskryf, gelewer word;

"Haarkappersbedryf" die Bedryf wat in 'n bedryfsinrigting uitgeoefen word;

"dameshaarkappery" die seksie van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, gelewer word;

"manikuris" en/of "skoonheidskundige" 'n werknemer van 21 jaar en ouer wat uitsluitlik manikuurwerk en/of massering of stimulerende behandeling van die gesig, koppel of nek, die pluk van wenkbroue, wasopknapping van die bene en pedikuurwerk verrig;

"deeltydse werknemer" 'n werknemer wat hoogstens 10 gewone werkure per dag en hoogstens 25 gewone werkure per week diens verrig;

"premie", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, vergoeding van enige aard wat as teenprestasie vir die opleiding van 'n werknemer in een of albei seksies van die Haarkappersbedryf betaal word;

"gekwalfiseerde haarkapperassistent" 'n werknemer, uitgesonderd 'n vakleerling, wat een of meer van die werksaamhede verrig wat in hierdie omskrywing onder die omskrywing van "toilet dienste" voorkom en wat—

(a) 'n leerlingskap uitgedien het ingevolge die Wet op Vakleerlinge, 1944;

(b) geslaag het in 'n kwalifiserende ambagstoets ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of in besit is van 'n vaardigheidsertifikaat uitgereik ingevolge artikel 6 van genoemde Wet; of

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

"sjampoeis" 'n werknemer van 21 jaar of ouer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

Sjampoeëring, klante voorberei vir opkikking of bobleiing; aanwending van spoelmiddels of kleursjampoe; en neutralisering van vaste-golwing;

sluiers, spelde, rollers, knippies en alle ander sethulpmiddels verwyder; klante onder droërs plaas en klante onder droërs uithaal;

"toilet dienste", die werksaamhede in verband met die sjampoeëring, sny en skroei van hare, massering (kop of gesig), golwing (vaste, marcel- of water), die set, kleur, tint, stileer en kam van hare, manikuring, die pluk van wenkbroue, bordwerk, trigologiese behandeling, skoonheidskunde en skeer;

"loon" die bedrag geld aan 'n werknemer betaalbaar ingevolge klousule 4 (1) ten opsigte van gewone werkure soos in klousule 6 (1) voorgeskryf: Met dien verstande dat, as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal, as dié in klousule 4 (1) voorgeskryf, dit dié hoër bedrag beteken;

"werkende werkgever" 'n werkgever of vennoot wat self werk doen soortgelyk aan dié wat deur enigen van sy werknemers gedoen word.

4. LONE

(1) Behoudens subklousules (2) en (3) van hierdie klousule, mag geen werkgever lone betaal en mag geen werknemer lone aannem wat laer is as dié hieronder genoem nie:

(a) *Manshaarkappery (mans of vroue):*

(i) Gekwalfiseerde haarkapperassistent—

eerste jaar na kwalifisering..	R57,70 per week of R250 per maand.
tweede jaar na kwalifisering	R63,46 per week of R275 per maand.
derde jaar na kwalifisering..	R77,31 per week of R335 per maand.
(ii) Los werknemers.....	R15 per dag.

"commission" means the amount due to an employee as agreed upon in terms of clause 4 (10) between such employee and his employer: Provided that for the purposes of this definition, a casual employee shall not be deemed to be an employee;

"Council" means the Industrial Council for the Hairdressing Trade (Pretoria), registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"establishment" means any place in which toilet services are normally rendered to Whites;

"general assistant" means an employee who is engaged by an employer to clean and sweep premises, run errands, wash cups and toilet requisites and prepare and serve liquid refreshments;

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

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

"ladies' trade" means the section of the Hairdressing Trade, in which toilet services, as herein defined, are rendered;

"manicurist" and/or "beauty culturist" means an employee of the age of 21 years or over, engaged solely on manicuring and/or massage or stimulative treatment of the face, scalp or neck, eyebrow plucking, leg waxing and pedicure;

"part-time employee" means an employee employed for not more than 10 ordinary working hours per day and not more than 25 ordinary working hours per week;

"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;

"qualified hairdresser's assistant" means an employee, other than an apprentice, who performs any one or more of the operations as defined under "toilet services" in these definitions and who—

(a) has served an apprenticeship in terms of the Apprenticeship Act, 1944;

(b) has passed a qualifying trade test under section 7 of the Training of Artisans Act, 1951, or holds a certificate of proficiency issued in terms of section 6 of the said Act; or

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

"shampooist" means an employee of the age of 21 years or over engaged solely in one or more of the following operations:

Shampooing, preparing clients for high-lighting or frosting; applying rinses or colour shampoos; and neutralising of perms; removing veils, pins, rollers, clips and any other setting aids; placing clients under driers and taking clients out from under driers;

"toilet services" means the operation in shampooing, hair-cutting, hairsingeing, massaging (head or face), waving (permanent, marcel or water), setting, hairdyeing, tinting, styling, combing, manicuring, eyebrow plucking, board work, trichological treatment, beauty culture and shaving;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of ordinary hours of work as prescribed in clause 6 (1): Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

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

4. WAGES

(1) Subject to the provisions of subclauses (2) and (3) of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

(a) *Gentlemen's trade (male or female):*

(i) Qualified hairdresser's assistant—

first year after qualifying....	R57,70 per week or R250 per month.
second year after qualifying	R63,46 per week or R275 per month.
third year after qualifying...	R77,31 per week or R335 per month.
(ii) Casual employees.....	R15 per day.

(b) *Dameshaarkappery (mans of vroue):*

(i) Gekwalifiseerde haarkappersassistent—

eerste jaar na kwalifisering..	R50,77 per week of R220 per maand.
tweede jaar na kwalifisering	R63,46 per week of R275 per maand.
derde jaar na kwalifisering...	R75 per week of R325 per maand.
(ii) Los werknemer.....	R15 per dag.

(c) Algemene assistent (man of vrou).. R23,08 per week of
R100 per maand.(d) Manikuris, skoonheidskundige,
klerk, ontvangsdame en/of tele-
fonis R50,77 per week of
R220 per maand.

(e) Sjampoeis..... R120 per maand.

(f) *Deeltydse werknemer:*

'n Deeltydse werknemer, man of vrou, moet minstens twee derdes betaal word van die loon voorgeskryf vir 'n werknemer van dieselfde klas.

(2) 'n Werknemer wat in 'n bepaalde week in sowel die mans- as die dameshaarkappery werksaam is, moet vir die hele week die loon betaal word soos in of subklousule (1) (a) of subklousule (1) (b) van hierdie klousule voorgeskryf, en wel die hoogste loon.

(3) 'n Werkgewer mag nie 'n premie aanneem vir die opleiding van 'n werknemer as 'n haarkapperassistent nie: Met dien verstande dat hierdie bepaling nie geld ten opsigte van 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

(4) Behoudens subklousule (9), mag 'n werkgewer nie iemand in diens neem of van hom vereis of hom toelaat om toilet dienste of enige werk te verrig wat in die omskrywing van "toilet dienste" gespesifiseer word nie, tensy so iemand 'n gekwalifiseerde haarkapperassistent is soos in klousule 3 omskryf, of 'n vakleerling.

(5) Los werknemers mag slegs in diens geneem word in die plek van werknemers of werkende werkgewers of vennote wat tydelik afwesig of siek of met geleentheidsverlof is.

(6) 'n Werkgewer mag nie 'n haarkapperassistent, uitgesonderd 'n gekwalifiseerde haarkapperassistent soos in klousule 3 omskryf, in diens neem sonder om vooraf die Raad se goedkeuring te verkry nie.

(7) Geen bepaling in hierdie klousule mag die uitwerking hê dat dit 'n vermindering in die loon wat 'n werknemer op die inwerkingtreddingsdatum van hierdie Ooreenkoms ontvang het, toelaat terwyl sodanige werknemer in die diens van dieselfde werkgewer bly nie.

(8) Elke werknemer word geag 'n weeklikse werknemer te wees, tensy hy 'n "los werknemer" is soos hierin omskryf, en moet minstens die volle weekloon betaal word wat in subklousule (1) voorgeskryf word vir 'n werknemer van sy klas, behoudens klousules 4 (2) en 5 (2), hetsy hy die volle tyd gewerk het al dan nie, en is onderworpe aan enige ander voorwaardes (vir sover dit van toepassing mag wees) wat vir so 'n werknemer voorgeskryf word.

(9) 'n Werkgewer mag nie 'n sjampoeis en/of manikuris en/of skoonheidskundige in diens neem of van iemand anders as 'n gekwalifiseerde haarkappersassistent, soos in klousule 3 omskryf, of 'n vakleerling vereis of hom toelaat om een of meer van die werksaamhede soos in die omskrywings van "sjampoeis" of "manikuris" of skoonheidskundige te verrig nie, tensy hy verlof daartoe van die Nywerheidsraad ontvang het nadat hy skriftelik aansoek gedoen het om verlof om 'n sjampoeis en/of manikuris en/of skoonheidskundige in diens te neem.

Elke aansoek om 'n sjampoeis en/of manikuris en/of skoonheidskundige in diens te neem, moet gesteun word deur dokumentêre bewys dat die voornemende werknemer nie 'n minderjarige is nie.

(10) 'n Werkgewer kan met sy werknemer, uitgesonderd 'n los werknemer, ooreenkom om aan sodanige werknemer, benewens die loon vir dié werknemer voorgeskryf in klousule 4, kommissie te betaal op die hoeveelheid werk deur hom verrig: Met dien verstande dat die werkgewer, voor die inwerkingtreding van die ooreenkoms, wat skriftelik moet wees, die werknemer moet voorsien van 'n afskrif van die ooreenkoms wat die volgende moet behels:

(a) Die basiese loon waarvoor ooreengekom word, ingeval sodanige basiese loon hoër is as die voorgeskrewe loon;

(b) die kommissieskaal of -skale waarvoor ooreengekom word en die aanspraakvoorwaardes;

(c) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;

(b) *Ladies' trade (male or female):*

(i) Qualified hairdresser's assistant—

first year after qualifying....	R50,77 per week or R220 per month.
second year after qualifying	R63,46 per week or R275 per month.
third year after qualifying...	R75 per week or R325 per month.
(ii) Casual employees.....	R15 per day.

(c) General assistant (male or female).. R23,08 per week or
R100 per month.(d) Manicurist, beautician, clerical em-
ployee, receptionist and/or tele-
phonist R50,77 per week or
R220 per month.

(e) Shampooist..... R120 per month.

(f) *Part-time employee:*

A part-time employee, male or female, shall be paid not less than two-thirds of the wage prescribed for an employee of the same class.

(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 wages prescribed in either subclause (1) (a) or subclause (1) (b) of this clause, whichever is the higher.

(3) An employer shall not accept a premium for the training of an employee as a hairdresser's assistant: Provided that this provision shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) Subject to the provisions of subclause (9), an employer shall not employ or require or permit any person to perform toilet services or any operation specified under the definition of "toilet services", unless such person is a qualified hairdresser's assistant, as defined in clause 3, or an apprentice.

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

(6) An employer shall not employ a hairdresser's assistant other than a qualified hairdresser's assistant as defined in clause 3, without having obtained the prior approval of the Council.

(7) 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.

(8) Every employee shall be deemed to be a weekly employee unless he falls within the definition of "casual employee" and shall be paid not less than the full weekly wage prescribed in subclause (1) for an employee of his class, subject to the provisions of clauses 4 (2) and 5 (2), whether he has worked full time or less, and shall be subject to any other conditions (in so far as they may be applicable) prescribed for such an employee.

(9) An employer shall not employ a shampooist and/or manicurist and/or beauty culturist or require, or permit any person, other than a qualified hairdresser's assistant, as defined in clause 3, or an apprentice, to perform any one or more of the operations set out in the definitions of "shampooist" or "manicurist" or "beauty culturist" unless he has been granted permission to do so by the Industrial Council, after he has submitted a written application for permission to employ a shampooist and/or manicurist and/or beauty culturist.

All applications to employ shampooists and/or manicurists and/or beauty culturists must be supported by documentary proof that the prospective employee is not a minor;

(10) An employer may agree with his employee, other than a casual employee, to pay such employee, in addition to the wage prescribed for such employee in clause 4, commission on the amount of work performed 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 shall include—

(a) the basic wage agreed upon in the event of such basic wage being higher than the prescribed wage;

(b) the rate or rates of commission agreed upon and the conditions of entitlement;

(c) the day of the week or month when commission earned is due and payable;

(d) die tydperk van kennisgewing, wat minstens een week en skriftelik moet wees, wat die werkgewer of die werknemer moet gee om die voorwaardes waarop die kommissie betaalbaar is, te kanselleer of om oor die wysiging daarvan te onderhandel. Die kommissie wat ingevolge hierdie klousule betaalbaar is, moet in die loonboek aangeteken word op dieselfde wyse as lone wat ingevolge klousule 4 betaalbaar is.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word; in die geval moet die lone onmiddellik by beëindiging betaal word. Die volle bedrag aan loongeld wat verskuldig is, moet in 'n verseëelde koevert geplaas word en die volle naam van die werknemer, die tydperk waarvoor die besondere betaling geskied, enige bedrae wat ingevolge hierdie Ooreenkoms afgetrek is en die bedrag wat die koevert bevat, moet daarop geskryf staan. 'n Los werknemer moet die besoldiging aan hom verskuldig by beëindiging van elke dienskontrak betaal word.

(2) Geen bedrag van enige aard, uitgesonderd die volgende, mag van die besoldiging aan 'n werknemer verskuldig, afgetrek word nie:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, as 'n werknemer om 'n ander rede van sy werk afwesig is as in opdrag of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat dié werknemer ten opsigte van sy gewone werkure ten tyde van sy afwesigheid ontvang het;

(b) bydraes tot Raadsfondse ingevolge klousule 14 van hierdie Ooreenkoms;

(c) ledegeld en ander geld wat die vakvereniging ingevolge klousule 20 toekom;

(d) enige ander aftrekkings volgens wet voorgeskryf.

(3) Lone verskuldig ingevolge klousule 4 en ander besoldiging verskuldig aan 'n werknemer wat by die week betaal word, moet om 12h00 op Saterdag in elke week betaal word. Met dien verstande dat as Saterdag 'n openbare vakansie is, betaling om 17h00 op die vorige besigheidsdag moet geskied, en indien sodanige werknemer by die maand betaal word, besoldiging wat aan hom verskuldig is om 12h00 op die laaste dag van elke maand betaal moet word. Voorts met dien verstande dat indien sodanige dag van daardie besondere maand nie 'n besigheidsdag is nie, dié loon om 12h00 betaal moet word op die besigheidsdag wat sodanige dag onmiddellik voorafgaan.

(4) Lone moet betaal word op die plek waar die werknemer ten tyde van die betaling van die lone werklik in diens of werksaam is.

6. WERKURE

(1) Die gewone werkure van alle werknemers in die Haarkappersbedryf is hoogstens 46 uur per week van ses werkdae en word soos volg ingedeel:

(a) *Mans- en Dameshaarkappery:*

Maandae en Woensdae.—Gewone werkure mag hoogstens agt per dag wees: Tussen die ure 07h00 en 18h00.

Dinsdae.—Gewone werkure mag hoogstens vyf wees: Tussen die ure 07h00 en 13h00.

Donderdae.—Gewone werkure mag hoogstens nege wees: Tussen die ure 07h00 en 18h00.

Vrydae.—Gewone werkure mag hoogstens 10 wees: Tussen die ure 07h00 en 18h00.

Saterdae.—Gewone werkure mag hoogstens ses wees: Tussen die ure 07h00 en 13h00.

(b) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om voor die ure in paragraaf (a) vasgestel, te begin werk of om na die ure daarin genoem, op te hou werk nie, en geen werknemer mag voor daardie ure begin werk of na die ure daarin genoem, ophou werk nie, en 'n werknemer mag ook geen haarkapperswerk, vir besoldiging al dan nie, buite die ure vasgestel in paragraaf (a) onderneem of verrig nie. Geen bedryfsinrigting mag buite die ure in paragraaf (a) voorgeskryf, oop wees nie, behalwe om die perseel skoon te maak of te belug.

(c) *Oortydwerk.*—Ondanks die beperkings op werkure in paragraaf (a) hierbo gespesifiseer, kan oortydwerk verrig word behoudens die volgende beperkings:

(i) 'n Maksimum van 30 uur oortydwerk in 'n bepaalde jaar;

(d) the period of notice, which shall not be less than one week and which shall be in writing, to be given by the employer or his employee to cancel or to negotiate for the alteration of the conditions on which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 4.

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. All 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 remuneration due to an employee:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of the employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(b) contributions to Council funds in terms of clause 14 of this Agreement;

(c) subscriptions and other moneys due to the trade union in terms of clause 20;

(d) any other deductions legally imposed.

(3) Wages due in terms of clause 4 and other remuneration due to a weekly paid employee shall be paid at 12h00 on the Saturday of each and every week: Provided that where Saturday is a public holiday, payment shall be made at 17h00 on the previous business day, and where such employee is paid monthly he shall be paid remuneration due at 12h00 on the last day of each and every month: Provided further that should such day of that particular month be other than a business day, such wages shall be paid at 12h00 on the business day immediately preceding such day.

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

6. HOURS OF WORK

(1) The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 46 hours per week of six working days as follows:

(a) *Gents' and Ladies' Trade:*

Mondays and Wednesdays.—Ordinary hours of work not to exceed eight hours per day: Between the hours of 07h00 and 18h00.

Tuesdays.—Ordinary hours of work not to exceed five hours: Between the hours of 07h00 and 13h00.

Thursdays.—Ordinary hours of work not to exceed nine hours: Between the hours of 07h00 and 18h00.

Fridays.—Ordinary hours of work not to exceed 10 hours: Between the hours of 07h00 and 18h00.

Saturdays.—Ordinary hours of work not to exceed six hours: Between the hours of 07h00 and 13h00.

(b) No employer shall require or permit an employee to commence work before, or terminate work after the hours laid down in paragraph (a), and no employee shall commence work before or terminate work after these hours, nor shall an employee undertake or perform any hairdressing work, whether for remuneration or not, outside the hours laid down in paragraph (a). No establishment shall remain open outside of the hours prescribed in paragraph (a) except for the purpose of cleaning or airing the premises.

(c) *Overtime.*—Notwithstanding the limits on hours of work specified in paragraph (a) above, overtime may be worked with the following limitations:

(i) A maximum of 30 hours' overtime in any one year;

- (ii) 'n maksimum van ses uur oortydwerk gedurende 'n bepaalde week;
- (iii) 'n maksimum van twee uur oortydwerk op 'n bepaalde dag.

Vir oortydwerk moet daar betaal word teen 'n skaal van minstens een en 'n half maal die gewone uurloon vir daardie bepaalde dag. "Uurloon" beteken die weekloon gedeel deur 46 en in die geval van los werknemers die dagloon gedeel deur die getal gewone ure wat vir die dag waarop oortyd gewerk is, voorgeskryf word.

(d) Geen werkende werkgever in die Haarkappersbedryf word toegelaat om een of meer van die werksaamhede soos omskryf onder "toilet dienste" in klousule 3 buite die ure in paragraaf (a) voorgeskryf aan die publiek te lewer nie.

(e) Daar kan van 'n werknemer vereis word om hoogstens 15 minute na ophoutyd te werk om klaar te maak met die toilet dienste wat hy by ophoutyd besig is om aan 'n klant te lewer: Met dien verstande dat daar nie van sodanige werknemer vereis mag word om op meer as vier dae per week dié ekstra 15 minute te werk nie.

(2) *Etenspouses: Dames- en Manshaarkappers.*—Daar moet aan alle werknemers 'n etenspouse van minstens een uur tussen 11h30 en 14h30 op alle werkdag, uitgesonderd Dinsdag en Saterdag, toegestaan word: Met dien verstande dat—

(i) 'n werkgever nie van 'n werknemer mag vereis of hom mag toelaat om langer as vyf uur aaneen per dag sonder 'n pouse van minstens een uur te werk nie, en dat 'n werknemer nie aldus mag werk nie, en dat daar gedurende sodanige pouse geen werk gedoen mag word nie, en dié pouse word nie as deel van die gewone werkure beskou nie;

(ii) indien so 'n pouse langer as 'n uur duur, alle tydperke van langer as een en 'n kwart uur as gewone werkure beskou word;

(iii) werktydperke wat deur 'n pouse van minder as 'n uur onderbreek word, as aanenlopend beskou word.

(3) *Bywoningsregister.*—Elke werknemer moet elke dag in 'n bywoningsregister, wat sy werkgever moet verskaf, die tyd aanteken wanneer hy begin werk en wanneer hy uiteindelik ophou om die dag te werk, sowel as die aanvangs- en uitskeitye van enige tydperke gedurende die dag waarin hy nie op diens was nie.

Elke werknemer moet so 'n inskrywing maak sodra hy begin of ophou werk en werk vir die dag hervat en hy moet dit doen wanneer dit werklik plaasvind.

(4) *Werkure moet agtereenvolgend wees.*—Afgesien van etenspouses, moet 'n werknemer se werkure agtereenvolgend wees.

(5) *Voorbehoudsbepaling.*—Subklousules (2) en (3) van hierdie klousule is nie van toepassing op 'n werknemer wat gereeld 'n basiese loon van meer as R600 per maand of R138,48 per week ontvang nie.

7. JAARLIKSE VERLOF EN BESOLDIGING

(1) Alle werknemers, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging op alle openbare vakansiedae, en dit moet aan hulle toegestaan word en hulle moet dit neem. Behoudens subklousule (2) (a) (ii), moet sodanige openbare vakansiedag, as dit binne die jaarlikse verlof val, by die verlof gevoeg word as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging.

(2) (a) (i) Alle werknemers, uitgesonderd los werknemers is in elke jaar diens by dieselfde werkgever of bedryfsinrigting, geregtig op drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging, bereken teen die loon wat die werknemer in die week onmiddellik voor die verlof ontvang het, en dié verlof moet aan hom toegestaan word. Die drie weke verlof moet 18 volle werkdag insluit.

(ii) 'n Werknemer wat vyf of meer agtereenvolgende jare diens by dieselfde werkgever of in dieselfde bedryfsinrigting voltooi het, moet 24 agtereenvolgende werkdag afwesigheidsverlof met volle besoldiging toegestaan word, bereken teen die loon wat dié werknemer in die week onmiddellik voor die verlof ontvang het. Vir die toepassing van hierdie subparagraaf word 'n openbare vakansiedag wat binne die verloftydperk val, geag 'n werkdag te wees.

(b) Elke werkgever moet aan die Sekretaris van die Raad, Southern Lifegebou 58/9, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, voor of op die sewende dag van elke maand op die vorm in Aanhangsel A voorgeskryf ten opsigte van elke een van sy werknemers, uitgesonderd los werknemers, 'n bedrag stuur gelyk aan 'n kwart van 'n week se loon en toelaes wat aan sodanige werknemer ten opsigte van elke maand diens betaal word.

- (ii) a maximum of six hours' overtime during any one week;
- (iii) a maximum of two hours' overtime on any one day.

Overtime shall be paid for at a rate of not less than one and a half times the normal hourly rate for that day. "Hourly rate" means the weekly wage divided by 46 and in the case of casual employees the daily wage divided by the number of ordinary hours prescribed for the day on which overtime was worked.

(d) No working employer engaged in the Hairdressing Trade shall be permitted to render to the public any one or more of the operations as defined under "toilet services" in clause 3 outside the hours prescribed in paragraph (a).

(e) For the purpose of attending to a customer who is receiving toilet services at the hands of an employee at the time of finishing of the employee concerned, such employee may be required to remain at work for a period not exceeding 15 minutes after the said finishing time, for the purpose of completing the toilet services being rendered to the customer in the chair: Provided that such employee shall not be required to work the extra 15 minutes on more than four days per week.

(2) *Meal intervals: Ladies' and Gentlemen's Trade.*—All employees shall be allowed an interval of at least one hour for a meal between the hours of 11h30 and 14h30 on all working days except Tuesdays and Saturdays: Provided that—

(i) no employer shall require or permit an employee to work nor shall an employee 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;

(ii) if any such interval be longer than one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;

(iii) periods of work interrupted by a break of less than one hour shall be deemed to be continuous.

(3) *Attendance register.*—Every employee shall each day enter in an attendance register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day, and the commencing and finishing times of any periods during the day on which he was off duty.

Every employee shall make such entry upon commencing work, ceasing and resuming work for the day at the time of occurrence.

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

(5) *Savings.*—The provisions of subclauses (2) and (3) of this clause shall not be applicable to an employee who is in receipt of a regular basic wage exceeding R600 per month or R138,48 per week.

7. ANNUAL LEAVE AND PAYMENT

(1) Every employee, except casual employees, shall be entitled to and be granted and shall take leave on full pay on all public holidays. Subject to subclause (2) (a) (ii), whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) (a) (i) Every employee, except casual employees, shall, in each year of employment with the same employer or establishment, be entitled to and be granted three consecutive weeks' leave of absence on full pay reckoned at the wage the employee was receiving the week immediately prior to preceding on leave. The three weeks' leave shall include 18 clear working days.

(ii) An employee who has completed five or more consecutive years' service with the same employer or in the same establishment shall be granted 24 consecutive working days' leave of absence on full pay, reckoned at the wage this employee was receiving the week immediately prior to proceeding on leave. For the purposes of this subparagraph, a public holiday falling within the leave period shall be regarded as a working day.

(b) Every employer shall remit to the Secretary of the Council, 58/9 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria, not later than the seventh day of each and every month on the form prescribed in Annexure A in respect of each of his employees, except casual employees, an amount equal to one-quarter of a week's wage and allowance paid to such employee in respect of each month of employment.

(c) Geld wat die Sekretaris van die Raad ingevolge paragraaf (b) ontvang, moet deur die Raad vir die betrokke werknemer in trust gehou word, en dié geld mag slegs aan 'n werknemer betaal word wanneer so 'n werknemer met vakansieverlof gaan, van die Bedryf wegbly vir die tydperk ten opsigte waarvan betaling in plaas van jaarlikse verlof geskied of die Bedryf verlaat, of indien die Raad dit gelas.

(d) Die Raad moet die Trustrekening administreer en alle uitgawes wat in verband met die administrasie van die Trustrekening aangegaan word, kom ten laste van die Raad.

(e) Alle betalings uit die Trustrekening moet geskied by wyse van tjeks wat teen die Trustrekening getrek word en sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is. Die Raad moet 'n rekord hou van elke werknemer ten opsigte van wie betalings ingevolge hierdie klousule geskied asook van die bedrag wat ten behoeve van hom in die Trustrekening inbetaal is.

(f) Die Raad kan enige geld wat aan die Trustrekening behoort van tyd tot tyd belê: Met dien verstande dat dit belê word ooreenkomstig artikel 21 (3) van die Wet en dat alle rente wat op sodanige belegging oploop aan die algemene fondse van die Raad toeval as vergoeding vir die Raad se administrasie van die Trustrekening.

(g) 'n Werknemer wie se diens beëindig word voor die voltooiing van 'n maand diens by 'n werkgever of bedryfsinrigting, is nie op verlofbesoldiging vir hierdie tydperk geregtig nie. Enige verlofbesoldiging wat die werkgever ingevolge paragraaf (b) vir sodanige werknemer aan die Raad betaal het, moet aan sodanige werkgever terugbetaal word.

(h) Indien enige bedrag wat 'n werkgever gedurende die voorafgaande 12 maande ten opsigte van 'n werknemer ingevolge paragraaf (b) aan die Raad betaal het minder is as die bedrag waarop sodanige werknemer geregtig sou wees wanneer hy jaarlikse verlof neem, moet die werkgever die verskil, indien daar 'n verskil is, minstens een week voordat sodanige werknemer met verlof gaan, aan die Sekretaris van die Raad stuur.

(3) (a) Die werkgever moet die datum vasstel waarop die verlof geneem moet word, maar dit moet binne twee maande na voltooiing van elke 12 maande diens geneem word en 'n aanvang neem, as dit nie vroeër deur die werkgever aan 'n werknemer toegestaan is nie, en die werknemer moet dan gedurende dié verloftydperk van die werkgever se besigheidsplek af wegbly.

(b) Die werkgever moet die Sekretaris van die Raad skriftelik in kennis stel van die datum en tyd waarop sodanige werknemer sy verlof neem en terselfdertyd in kontant enige verskil wat daar in verlofgeld bestaan, ingevolge subklousule (2) (h) aanstuur. Dié kennisgewing en verlofbetaling moet die Sekretaris minstens sewe dae voor die aanvangsdatum van dié verlof bereik.

(4) (a) Vir die toepassing van hierdie klousule word diens geag te begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig was, of die datum van indiensneming, naamlik die jongste datum.

(b) Vir die toepassing van hierdie klousule word diens geag die volgende in te sluit: Tot vier maande militêre diens wat in daardie jaar ingevolge die Verdedigingswet, 1957, ondergaan word, enige tydperk wat die werknemer ooreenkomstig hierdie klousule met verlof afwesig is of op las of op versoek van die werkgever van sy werk afwesig is of weens siekte of 'n ongeluk van sy werk afwesig is, maar enige tydperk van afwesigheid, weens siekte of 'n ongeluk, van langer as 36 dae in enige 12 maande of langer as twee agtereenvolgende dae word, indien die werknemer versuim om, nadat die werkgever hom daartoe versoek het, 'n sertifikaat van 'n mediese praktisyn in te dien waarin verklaar word dat hy weens siekte of 'n ongeluk verhinder is om sy werk te verrig, nie geag diens te wees nie.

(c) Enige bedrag waarmee 'n werknemer gekrediteer is en wat na verloop van twee jaar vanaf die datum waarop die werknemer daarop geregtig geword het om sodanige bedrag te ontvang, nog nie uitbetaal is nie, kom die fondse van die Raad toe: Met dien verstande egter dat die Raad enige eis wat sodanige werknemer na verstryking van genoemde tydperk mag instel, moet oorweeg en na sy goedvinde 'n bedrag by wyse van ex gratia-betaling uit die fondse van die Raad aan die werknemer soos hierin bedoel, kan betaal.

(5) Geen werkgever mag van 'n werknemer vereis of hom toelaat om, hetsy vir besoldiging of nie, in die Haarkappersbedryf te werk nie, en geen werknemer mag, hetsy vir besoldiging of nie, in genoemde Bedryf werk gedurende enige verloftydperk wat kragtens hierdie Ooreenkoms toegestaan word nie.

(c) Moneys received by the Secretary of the Council in terms of paragraph (b) shall be held in trust by the Council for the employee concerned and shall only be paid to that employee when the employee proceeds on vacation leave, absents himself from the Hairdressing Trade for the period for which payment in lieu of annual leave is made, leaves the Trade or if the Council so directs.

(d) The Trust Account shall be administered by the Council and all expenses incurred in connection with the administration of the Trust Account shall form a charge against the Council.

(e) All payments from the Trust Account shall be by cheque drawn on the Trust Account and such cheques shall be signed by two persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the Trust Account in favour of him.

(f) The Council may invest any of the moneys belonging to the Trust Account from time to time: Provided that such investment shall be made in accordance with the provisions of section 21 (3) of the Act, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Trust Account.

(g) An employee whose services are terminated before the completion of one month's employment with an employer or establishment, shall not be entitled to any leave pay for this period. Any leave pay paid to the Council by the employer in terms of paragraph (b) for such an employee shall be refunded to such employer.

(h) Should any amount paid in to the Council by an employer, in terms of paragraph (b), during the preceding 12 months in respect of an employee be less than the amount such employee would be entitled to receive when proceeding on annual leave, the employer shall forward the difference, if any, to the Secretary of the Council at least one week prior to such employee proceeding on annual leave.

(3) (a) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within two months after the termination of each 12 months of employment, and such an employee shall then absent himself from the employer's place of business during the period of such leave.

(b) The employer shall notify the Secretary of the Council in writing of the time and date on which such employee shall take his leave and shall remit in cash at the same time any difference in leave moneys in terms of subclause (2) (h). Such notice and remittance shall reach the Secretary of the Council at least seven days before the date when such leave begins.

(4) (a) For the purposes of this clause, employment shall be deemed to commence from the date on which the employee last became entitled to annual leave or the date of engagement, whichever is the later.

(b) For the purposes of this clause, employment shall be deemed to include up to four months of military service undergone in pursuance of the Defence Act, 1957, in that year, any period during which the employee is on leave in terms of the provisions of this clause, or is absent from work on the instructions or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 36 days in any 12 months or two consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work, shall not be deemed to be employment.

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

(5) No employer shall require or permit any employee to work in the Hairdressing Trade whether for remuneration or not, and no employee shall work in the said Trade for remuneration or not during any period of leave granted in terms of this Agreement.

(6) Die Saterdag tussen Goeie Vrydag en Paasmaandag is 'n vakansiedag sonder besoldiging en geen bedryfsinrigting mag op dié dag toilet dienste verskaf nie. 'n Werkgewer kan van die loon van sy werknemers 'n bedrag aftrek wat gelyk is aan die loon vir vyf uur se werk.

8. DIENSBEÏNDIGING

(1) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens om 'n regsgeldige rede sonder kennisgewing te beëindig; of

(b) die bepalinge van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer kennisgewingstermyn bepaal as dié waarvoor hierin voorsiening gemaak word, maar wat hoogstens 12 maande mag wees;

moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, minstens 'n week van 46 werkure skriftelik kennis gee om sy dienskontrak te beëindig en die kennisgewing tree in werking op die werkdag na die dag waarop dit gegee is: Met dien verstande dat kennis nie gegee mag word terwyl die werknemer kragtens klousule 7 (3) (a) met verlof of kragtens klousule 7 (4) (b) afwesig is nie.

(2) Indien 'n werkgewer of werknemer versuim om ingevolge subklousule (1) hiervan kennis te gee, moet hy, in plaas daarvan, 'n bedrag gelyk aan die weekloon wat die werknemer gedurende die week onmiddellik voor diensbeëindiging ontvang het, onderskeidelik betaal of verbeur: Met dien verstande dat, as 'n ooreenkoms kragtens subklousule (1) (b) hiervan aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees tot die diensopseggingstermyn waarvoor ooreengekom is, wat hoogstens 12 maande mag wees.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, het die werkgewer die reg om, indien die bedrag wat die werknemer aan loon toekom nie die volle bedrag van die verbeuring hierin genoem, dek nie, die verskil af te trek van ander voordele (as daar is) wat ten tyde van die werknemer se diensverlating in sy naam aan die ooploop was.

(4) Verlof mag nie met diensopsegging saamval nie.

(5) 'n Werkgewer kan 'n werknemer loon betaal vir en in plaas van die termyn van diensopsegging voorgeskryf of waarvoor kragtens subartikel (1) ooreengekom is.

(6) Elke werkgewer moet ten opsigte van enige assistent wat daarom vra, 'n dienssertifikaat uitreik. Die sertifikaat moet in die vorm van Aanhangsel B van hierdie Ooreenkoms wees.

9. ONTBINDING VAN RAAD

(1) Indien hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan as gevolg van die verloop van tyd of om enige ander rede verval, en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Trustrekening nie binne 'n tydperk van 12 maande vanaf sodanige vervaldatum aangegaan word nie, of indien die Trustrekening nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander trustrekening wat vir dieselfde doeleindes ingestel is as dié waarvoor die oorspronklike Trustrekening gestig is nie, of indien die Raad ontbind word, moet die geld wat in die krediet van die Trustrekening oorbly, terugbetaal word aan die werkgewers wat daartoe bygedra het.

(2) Die Trustrekening moet deur die Raad geadminestreer word gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander trustrekening, soos hierbo bedoel, of by 'n latere ooreenkoms voortgesit word.

(3) Bedrae wat nie ingevolge hierdie klousule terugbetaal kan word nie na 'n tydperk van ses maande vanaf die datum waarop dit betaalbaar geword het aan die persone wat daarop geregtig is, moet in die Raad se algemene fondse gestort word en, indien die Raad op dié datum ontbind is, moet daar ingevolge artikel 34 (4) van die Wet met dié bedrae gehandel word asof dit deel van die algemene fondse van die Raad uitmaak.

10. BUITEWERK

'n Werknemer mag nie vir eie rekening, of ten behoeve van enige persoon, of van enige ander persoon behalwe sy werkgewer, terwyl hy in diens is van 'n werkgewer wat by die Haarkappersbedryf betrokke is—

(1) bestellings vir werk werf of aanneem of werk in die Haarkappersbedryf onderneem nie; of

(2) vir verkoop, wins of beloning in toiletbenodigdhede handel dryf nie.

(6) The Saturday falling between Good Friday and Easter Monday shall be an unpaid holiday and no establishment may render toilet services on the day. An employer may deduct from the wage of his employee an amount equal to the wage for five hours' work.

8. TERMINATION OF SERVICES

(1) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause legally recognised as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein, but not in excess of 12 months;

an employer or his employee, other than a casual employee, shall give not less than one week's written notice of 46 working hours, to terminate his contract of service, such notice to take effect from the working day following the day on which such notice was given: Provided that notice may not be given whilst an employee is on leave in terms of clause 7 (3) (a) or absent in terms of clause 7 (4) (b).

(2) In the event of an employer or an employee failing to give notice as provided for in subclause (1) hereof, he shall pay or forfeit respectively in lieu thereof an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment: Provided that if an agreement has been entered into in terms of subclause (1) (b) the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon which shall not be in excess of 12 months.

(3) Notwithstanding anything to the contrary in the Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) which were in the process of accrual to such employee at the time of his desertion.

(4) Leave and notice shall not run concurrently.

(5) An employer may pay an employee wages for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1).

(6) Every employer shall issue a certificate of service in respect of any assistant making such request. The certificate shall be in the form of Annexure B of this Agreement.

9. DISSOLUTION OF COUNCIL

(1) In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause and a subsequent agreement providing for the continuation of the Trust Account not being negotiated within a period of 12 months from the date of such expiration or the Trust Account not being transferred by the Council within such period to any other trust account constituted for the same purposes as that for which the original Trust Account was created or in the event of the dissolution of the Council, the moneys standing to the credit of the Trust Account shall be refunded to the employers who had contributed thereto.

(2) The Trust Account shall during the said period of 12 months or until such time it is transferred to any other trust account referred to above or continued by a subsequent agreement, be administered by the Council.

(3) Any amount which cannot be disposed of in terms of this clause after the expiration of six months from the date it became payable to the person who was entitled thereto shall be paid into the Council's general funds and if the Council has been dissolved by that date, such amount shall be dealt with in terms of section 34 (4) of the Act as if it had formed part of the general funds of the Council.

10. OUTWORK

An employee shall not—

(1) solicit or take orders for or undertake work in the Hairdressing Trade; or

(2) engage in trading in toilet requisites for sale, gain or reward;

on his own account or on behalf of any person or from any other person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade;

11. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan, ter leiding van die werkgewers en werknemers, menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

(2) Enige verskil wat in die Haarkappersbedryf mag ontstaan, moet na die Raad vir beslissing ingevolge die bepalings van sy konstitusie verwys word.

12. BEVOEGDHEIDSERTIFIKAAT

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens vier lede waarvan twee werkgewers en twee werknemers moet wees, wat die eksamens in subklousules (2) en (3) bedoel, moet afneem en aanbevelings aan die Raad moet doen in verband met die uitreiking van bevoegdheidsertifikate.

(2) Wanneer 'n werkgewer of 'n werknemer aansoek doen om 'n bevoegdheidsertificaat, moet hy die bedrag van R10 saam met sodanige aansoek aan die Raad (deur die Sekretaris) stuur, en die Raad moet—

(a) die aansoeker vra om homself/haarself vir 'n eksamen aan te meld; of

(b) homself daarvan oortuig dat die aansoeker uit hoofde van sy/haar jare ondervinding geregtig is op so 'n sertifikaat, en nadat daar tot tevredenheid van die Raad bewys is dat die aansoeker bevoegd is, moet die Raad sodanige sertifikaat uitreik.

(3) 'n Aansoeker wat versuim om die eksamen af te lê sonder om 'n rede te verstrek wat vir die komitee bevredigend is, verbeur die eksamengeld.

13. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om enige goeie en afdoende rede ten opsigte van enige persoon vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die geldigheidsduur van die vrystelling: Met dien verstande dat die Raad na goedgekeurde en nadat een week skriftelike kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen is 'n vrystellingsertifikaat, deur hom onderteken, uitreik waarin die volgende vermeld word:

(a) Die volle naam van die betrokke persoon;

(b) dié bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie klousule waar op dié vrystelling verleen word; en

(d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) 'n afskrif hou van elke sertifikaat wat uitgereik word, en 'n kopie aan die Afdelingsinspekteur, Departement van Mannekragbenutting, Posbus 393, Pretoria, 0001, stuur;

(b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

14. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 30c per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a), (b) en (d) voorgeskryf word en 30c van die verdienste van elke los werknemer ten opsigte van elke week wat hy in diens van die werkgewer was en 10c per maand van die verdienste van werknemers vir wie lone in klousule 4 (1) (c) en (e) voorgeskryf word.

(2) (a) Benewens bogenoemde, moet alle werkgewers [uitgesonderd daardie werkgewers wat in paragraaf (b) genoem word] 'n bedrag van R2,50 per maand betaal.

(b) In bedryfsinrigtings wat uit maatskappye of 'n vennootskap bestaan, moet 'n bedrag van R2,50 per maand ten opsigte van elke direkteur of vennoot betaal word.

11. INTERPRETATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of the 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 Hairdressing Trade shall be referred to the Council to be dealt with in terms of its constitution.

12. CERTIFICATE OF COMPETENCY

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

(2) Whenever an employer or an employee applies for a certificate of competency he shall forward with such application the sum of R10 to the Council (through the Secretary) which shall—

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

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

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

13. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, 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 persons granted exemption under the provisions of subclause (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 deems 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 subclause (1) of this clause, a licence of exemption, signed by him, setting out—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted; and

(c) the conditions fixed in accordance with the provisions of subclause (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 each licence issued and forward a copy to the Divisional Inspector, Department of Manpower Utilisation, P.O. Box 393, Pretoria, 0001;

(b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 30c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a), (b) and (d) and 30c from the earnings of each casual employee in respect of each week in which he was employed by the employer, and 10c per month from the earnings of employees for whom wages are prescribed in clause 4 (1) (c) and (e).

(2) (a) In addition to the above, all employers [except those provided for in paragraph (b)] shall pay a fee of R2,50 per month.

(b) In establishments composed of companies or a partnership a fee of R2,50 per month shall be paid in respect of each director or partner.

(c) Benewens die bedrae in paragrawe (a) en (b) van hierdie subklousule bedoel, moet die volgende bedrag deur elke werkgever betaal word:

(i) Werkgewers wat tot twee werknemers in diens het: R1,50 per maand ten opsigte van elke werknemer aldus in diens;

(ii) werkgewers wat meer as twee werknemers in diens het: 'n Bedrag gelyk aan die bedrag wat deur die werknemers betaal word en wat ingevolge subklousule (1) hierbo afgetrek word, of R4 per maand, naamlik die grootste bedrag.

(3) Die bedrae in subklousule (1) en (2) hierbo genoem, moet voor of op die sewende dag van elke maand in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Southern Lifegebou 58/9, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, gestuur word.

(4) Alle gelde en boetes wat deur die werkgewers en werknemers aan hul onderskeie liggame betaalbaar is, sal deur die Nywerheidsraad ingevorder word en moet binne 30 dae na ontvangs aan die onderskeie organisasies oorbetal word.

15. VERTONING VAN OOREENKOMS

Elke werkgever moet op 'n opvallende plek in sy bedryfsinrigting wat maklik toeganklik is vir sy werknemers, 'n leesbare eksemplaar van hierdie Ooreenkoms in al twee amptelike tale en in die vorm soos in die regulasies ingevolge die Wet voorgeskryf, opplak en opgeplak hou.

16. REGISTRASIE VAN WERKGEWERS

(1) Alle werkgewers, tensy hulle reeds ingevolge die vorige Ooreenkoms geregistreer is, moet binne een maand na die datum van inwerkingtreding van hierdie Ooreenkoms, en alle werkgewers wat na genoemde datum in die Haarkappersbedryf sake doen, moet binne een maand na die datum waarop hulle met hul werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad verstrek:

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

(2) Elke werkgever moet maandeliks op die vorm soos voorgeskryf in Aanhangsel A hiervan, die volle name van alle persone in sy diens aantoon.

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

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

(i) Die adres van die geregistreerde kantore van die maatskappy;
(ii) die volle name van die direkteure en die volle naam van die persoon werklik in beheer van elke tak van die besigheid;
(iii) die volle name van die sekretaris van die maatskappy en alle ander ampsbekleërs 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, binne 14 dae vanaf die datum waarop die verandering van krag geword het, skriftelik aan die Sekretaris van die Raad kennis van die verandering gee.

17. AGENTE

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

18. LIDMAATSKAP

(1) 'n Werkgever wat lid van die werkgewersorganisasie is, mag geen werknemer wat nie lid van die vakvereniging is in diens neem nie, en geen lid van die vakvereniging mag by 'n werkgever wat nie lid van die werkgewersorganisasie is in diens tree of bly nie.

(c) In addition to the fees referred to in paragraphs (a) and (b) of this subclause, the following amount shall be paid by every employer:

(i) Employers employing up to two employees: R1,50 per month in respect of each employee so employed;

(ii) employers employing more than two employees: An amount equal to the amount paid by the employees and deducted in terms of subclause (1) above, or R4 per month, whichever is the greater.

(3) The amounts mentioned in subclauses (1) and (2) above shall be remitted to the Secretary of the Council, 58/9 Southern Life Buildings, Pretorius Street, Pretoria, or to P.O. Box 1237, Pretoria, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.

(4) All dues and fines payable by employers and employees to their respective bodies will be collected by the Industrial Council and shall be paid over to the respective organisations within 30 days of receipt.

15. EXHIBITION OF AGREEMENT

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

16. REGISTRATION OF EMPLOYERS

(1) All employers unless already registered under the previous Agreement shall within one month from the date on which this Agreement comes into operation, and any employer operating in the Hairdressing Trade after that date shall within one month from the date of commencing operations, forward to the Secretary of the Council the following particulars:

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

(2) Every employer shall enclose on the form prescribed in Annexure A hereto, monthly, the full names of all persons employed.

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

(4) In the case of a limited liability company, the following particulars, in addition to those required in subclause (1), shall be furnished:

(i) Address of the registered offices of the company;
(ii) the full names of the directors and the full name of the person in actual control of each branch of the business;
(iii) the full names 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 required to be furnished in terms of this clause, forward to the Secretary of the Council a notification in writing of any such change within 14 days of the date upon which such change took effect.

17. 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 enquiries, and examine such books, documents, wage sheets, and pay tickets and do all such acts as may be necessary for ascertaining whether the conditions of the Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigation.

18. MEMBERSHIP

(1) 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.

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

(3) Hierdie klousule is nie van toepassing nie—

(a) op 'n immigrant gedurende die eerste jaar na sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die Bedryf begin werk het, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word;

(b) op persone wat ingevolge die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie, of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging gesit is.

19. 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.

20. GELD BETAALBAAR AAN DIE WERKGEWERS-ORGANISASIE EN DIE VAKVERENIGING

(1) Elke werkgewer moet weekliks of maandeliks, na gelang van die geval, van die lone van sy werknemers die ledegeld en ander geld aftrek wat aan die vakvereniging verskuldig is ooreenkomstig sy konstitusie soos van tyd tot tyd deur die sekretaris van die vakvereniging meegedeel, en moet die bedrag wat aldus afgetrek is in die vorm in Aanhangsel A hiervan voorgeskryf, voor of op die sewende dag van die maand wat volg op die maand waarin die aftrekkings gedoen is, aan die Sekretaris van die Raad, Southern Lifegebou 58/9, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, stuur.

(2) Elke werkgewer wat lid van die werkgewersorganisasie is, moet voor of op die 60ste dag wat volg op elke algemene jaarvergadering van die organisasie alle bedrae verskuldig aan en alle boetes ingevolge die konstitusie van die organisasie opgelê, aan die Sekretaris van die Raad stuur.

(3) Alle bedrae wat die Raad ingevolge subklousules (1) en (2) ontvang, moet binne 30 dae na ontvangs aan onderskeidelik die vakvereniging en die werkgewersorganisasie oorbetal word.

21. BEHEER OOR PERSELE

Geen werkgewer mag die Haarkappersbedryf uitoefen in 'n perseel—

(a) wat nie behoorlik verlig en geventileer is nie en nie 'n toereikende toevoer van lopende koue en warm water het nie;

(b) wat nie met geglasuurde wasbakke met afvoerpype en 'n stelsel vir die onskadelike afvoer van vuilwater toegerus is nie;

(c) waarvan die mure en vloere van materiaal gebou is wat nie skoongehou kan word nie;

(d) wat toegerus is met rakke, los of vaste toebehore wat nie van glas, marmer of leiklip gemaak of met emalje afge- werk of met sink of ander maklik afwasbare en duursame materiaal bedek is nie;

(e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bewaring of bereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf in gebruik is, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openinge of ander verbindings daarmee.

22. VERSKAFFING VAN UITRUSTING

(1) 'n Werkgewer moet vir die gebruik van elke haarkappersassistent alle gereedskap en uitrusting verskaf wat vir die verrigting van sy werk nodig is, uitgesonderd—

(a) in die dameshaarkappery—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie-elektries);

(b) in die manshaarkappery—

- (i) knippers (nie-elektries);
- (ii) skêre;
- (iii) skeermesse;
- (iv) nekborsels;
- (v) kamme;
- (vi) slypstrop;
- (vii) skeermesslypsteen;

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

(3) 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 Trade 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;

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

20. MONEYS PAYABLE TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

(1) Every employer shall deduct weekly or montly, as the case may be, from the wages of his employees the amount of the subscriptions and other moneys due to the trade union in terms of its constitution as advised by the secretary of the trade union from time to time, and shall forward on the form prescribed in Annexure A hereto, the amount thus deducted to the Secretary of the Council, 58/9 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria; not later than the seventh day of each and every month following on the month in which the deductions were made.

(2) Every employer who is a member of the employers' organisation shall, not later than 60 days after each annual general meeting of the organisation, forward to the Secretary of the Council any amounts due to and any fines levied in terms of the constitution of the organisation.

(3) Any amount received by the Council in terms of sub-clauses (1) and (2), shall be paid over to the trade union and employers' organisation, respectively, within 30 days of receipts thereof.

21. CONTROL OF PREMISES

No employer shall carry on the Hairdressing Trade in premises—

(a) which are not adequately lighted and ventilated and provided with an adequate supply of hot and cold 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 or slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;

(e) any part of which is used as a sleeping apartment or place for the storage or preparation of food, unless the part 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.

22. PROVISION OF EQUIPMENT

(1) An employer shall provide, for the use of every hairdressing assistant, all tools and equipment necessary for the carrying out of his work, except—

(a) in the ladies' trade—

- (i) curling tongs;
- (ii) scissors;
- (iii) combs;
- (iv) clippers (not electric);

(b) in the gentlemen's trade—

- (i) clippers (not electric);
- (ii) scissors;
- (iii) razors;
- (iv) neck brushes;
- (v) combs;
- (vi) strop;
- (vii) razor hone;

(c) waar die werkgewer 'n kleurskema vir baadjies en oorklere invoer wat by die kleurskema van sy salon pas, moet hy die nodige oorjasse en baadjies aan sy assistente verskaf en dit was en stryk.

(2) 'n Werkgewer moet aan elke haarkappersassistent die volgende verskaf:

(a) Minstens een ontsmettingskassie wat te alle tye vir die ontsmetting van alle gereedskap, uitgesonderd skeerkwaste, 'n oplossing van minstens 40 persent formalien bevat;

(b) 'n antiseptiese bad, wat 'n formalienoplossing bevat in die verhouding van 2,25 liter water tot 56 milliliter formalien vir die ontsmetting van skeerkwaste;

(c) minstens twee skeerkwaste, sodat een kwas wat nie in gebruik is nie, in die antiseptiese bad gehou kan word;

(d) 'n skoon handdoek vir elke klant vir gebruik deur die werknemer;

(e) vloeibare, poeier- of buisseepp of skeerroom;

(f) 'n voorraad skoon papier om gereedskap mee af te veë, in besonder die skeermes, iedere keer nadat dit geslyp is;

(g) 'n bloedstelpende middel in die vorm van poeier of vloeistof vir gebruik as 'n spuitmiddel of op 'n skoon propie watte; en

(h) 'n bedekte houër waarin, na elke behandeling, alle vuil papier, watte en hare gegooi kan word.

23. SIEKTEVERLOF

(1) 'n Werkgewer moet aan elke werknemer, uitgesonderd 'n los werknemer, wat in sy diens is en wat weens ongeskiktheid van sy werk afwesig is, siekteverlof van minstens 36 werkdade altesaam gedurende enige tydperk van 36 agtereenvolgende maande diens by hom toestaan en sodanige werknemer ten opsigte van die afwesigheidstydperk ingevolge hierdie subklousule, 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging as een werkdag ten opsigte van elke voltooide maand diens geregtig is nie;

(ii) 'n werkgewer as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, kan vereis dat so 'n werknemer 'n sertifikaat toon wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke betaling ingevolge hierdie subklousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat te toon, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk te toon;

(iii) hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek die werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat die werknemer aangewys het en wat aan die werknemer, in geval van sy ongeskiktheid onder die omstandighede in hierdie subklousule bedoel, die waarborg gee dat altesaam minstens die ekwivalent van sy loon vir 36 werkdade betaal sal word in elke tydperk van 36 maande diens;

(iv) waar daar volgens wet van 'n werkgewer vereis word om vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en hy wel vir sodanige behandeling betaal ten opsigte van enige ongeskiktheid, die bedrag aldus betaal in mindering gebring kan word teen die betaling wat ten opsigte van afwesigheid met siekteverlof as gevolg van sodanige ongeskiktheid ingevolge hierdie subklousule verskuldig is.

(2) Vir die toepassing van hierdie klousule—

(a) omvat "besoldiging" of "loon" ook enige lewenskoste-toelae wat ingevolge enige wet of op 'n ander wyse aan 'n werknemer betaal word of aan hom betaalbaar is;

(b) omvat "diens" ook enige tydperk wat 'n werknemer—

(i) ingevolge klousule 7 van hierdie Ooreenkoms met verloop afwesig is; of

(ii) ingevolge subklousule (1) met siekteverlof afwesig is; of

(c) in the case where the employer has instituted a "colour scheme" in coats and overalls fitting in with the colour of his salon, he shall supply and launder the required overalls and coats of his assistants.

(2) An employer shall provide each hairdresser's assistant with—

(a) at least one sterilising cabinet containing at all times a solution of at least 40 per cent formalin for the purpose of sterilising all tools, other than shaving brushes;

(b) an antiseptic bath containing a solution of formalin in the proportion of 2,25 litres of water to 56 millilitres of formalin for the purpose of sterilising shaving brushes;

(c) at least two shaving brushes so as to allow one brush not in use, to be kept the antiseptic bath;

(d) a freshly laundered towel for the use of the employee with each customer;

(e) liquid, powdered or tube soap or shaving cream;

(f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;

(g) styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool; and

(h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

23. SICK LEAVE

(1) An employer shall grant to any employee, other than a casual employee, employed by him who is absent from work through incapacity, not less than 36 work-days sick leave in the aggregate during any period of 36 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive 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 subclause by an employee in respect of any absence from work for a period covering more than two consecutive days require such 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 of up to eight weeks received payment in terms of this subclause 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 required him to produce such a certificate in respect of any absence from work;

(iii) this subclause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this subclause the payment to him of not less than in the aggregate the equivalent of his wages for 36 work-days in each period of 36 months of employment;

(iv) where an employer is legally required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

(a) "pay" or "wage" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;

(b) "employment" includes any period during which an employee—

(i) is on leave in terms of clause 7 of this Agreement; or

(ii) is on sick leave in terms of subclause (1); or

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

(iv) militêre diens ondergaan;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagrafe (i), (ii), en (iii), plus hoogstens vier maande van enige tydperk van militêre diens wat in subparagraaf (iv) bedoel word en wat in daardie jaar ondergaan is; en enige aaneenlopende diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms, word vir die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, word vir die toepassing van hierdie klousule geag siekteverlof te wees wat ingevolge hierdie Ooreenkoms toegestaan is; en

(c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering veroorsaak deur die werknemer se eie wangedrag: Met dien verstande dat, in gevalle van ongelukke, alleenlik dié voordele betaalbaar is wat nie as vergoeding ingevolge die Ongevalwet, 1941, of die Motorvoertuigassuransiewet, 1942, betaalbaar is nie.

24. KONTRAKTE

Geen werkgever of werknemer mag enige skriftelike dienskontrak of ander diensvoorwaarde aangaan nie tensy die bepalings van die voorgestelde kontrak eers aan die Raad voorgelê is en die Raad die partye wat daarby betrokke is van sy kommentaar voorsien het. Sodanige kommentaar moet binne 30 dae na ontvangs van die voorgestelde kontrak deur die Raad aan die partye verstrekkend word.

Enige sodanige kontrak wat aangegaan is voordat hierdie Ooreenkoms van krag geword het, moet binne 30 dae na die datum van inwerkingtreding van hierdie Ooreenkoms aan hierdie Raad voorgelê word.

25. GESONDHEID (X-STRAALFOTO'S VIR TUBERKULOSE)

Alle werknemers in die Haarkappersbedryf moet binne 'n maand vanaf die datum waarop hierdie Ooreenkoms in werking tree en alle werknemers wat na daardie datum tot die Haarkappersbedryf toetree, moet binne 'n maand nadat hulle in die Haarkappersbedryf diens aanvaar X-straalfoto's van hulself laat neem en moet daarna elke twee jaar weer X-straalfoto's van hulself laat neem. Die werkgever moet die werknemer voldoende tyd afgee vir hierdie doel.

26. ULTRA VIRES

Indien 'n bepaling van hierdie Ooreenkoms deur 'n bevoegde gereghof *ultra vires* verklaar word, moet die oorblywende bepalings van hierdie Ooreenkoms as die Ooreenkoms beskou word en bly dit van krag vir die onverstreke tydperk van die Ooreenkoms.

27. GETALSVIRHOUDING

(1) 'n Werkgever mag nie 'n sjampoëis in diens neem nie, tensy hy 'n gekwalifiseerde haarkapper in sy diens het, en vir die eerste gekwalifiseerde haarkapper in sy diens mag hy hoogstens een sjampoëis in diens neem en daarna hoogstens een sjampoëis vir elke twee gekwalifiseerde haarkappers in sy diens.

(2) 'n Werkgever mag nie 'n deeltydse haarkapsterassistent in diens neem nie tensy hy 'n gekwalifiseerde haarkapsterassistent in sy diens het, en vir elke gekwalifiseerde haarkapsterassistent in sy diens mag hy hoogstens een deeltydse haarkapsterassistent in diens neem.

(3) 'n Werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n haarkapsterassistent verrig, kan geag word 'n gekwalifiseerde haarkapsterassistent te wees.

(4) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing en 'n werkgever of bestuurder mag nie as 'n gekwalifiseerde werknemer in meer as een bedryfsinrigting of in meer as een klas werk geag word nie.

28. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand onder die ouderdom van 15 jaar in diens neem nie.

Vir en namens die partye op hede die 15de dag van April 1980 te Pretoria onderteken.

D. CARR, Voorsitter van die Raad.

Y. VAN SCHALKWYK, Ondervoorsitter van die Raad.

J. P. FORBES, Sekretaresse van die Raad.

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

(iv) is undergoing military service;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this Agreement shall for the purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall for the purposes of this clause be deemed to have been granted under this Agreement; and

(c) "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 in cases of accident, only such benefits shall be payable as are not compensatable under the Workmen's Compensation Act, 1941, or Motor Vehicle Insurance Act, 1942.

24. CONTRACTS

No employer or employee shall enter into any written contract of service or other conditions of employment, unless the terms of the proposed contract have first been submitted to the Council, and the Council has furnished the parties thereto with its comments. Such comments shall be submitted to the parties within 30 days of date of receipt of the proposed contract by the Council.

Any such contract entered into prior to the coming into operation of this Agreement shall be submitted to this Council within 30 days from the date of coming into operation of this Agreement.

25. HEALTH (X-RAY FOR T.B.)

Each and every employee in the Hairdressing Trade shall within one month of the date on which this Agreement comes into operation and any employee entering the Hairdressing Trade after that date shall within one month of the date of commencing the Hairdressing Trade cause herself/himself to be X-rayed and shall thereafter again cause herself/himself to be X-rayed every two years. The employer shall grant the employee sufficient time off for this purpose.

26. 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.

27. RATIO

(1) An employer shall not employ a shampooist unless he has in his employ a qualified hairdresser and for the first qualified hairdresser in his employ he shall not employ more than one shampooist and thereafter for every two qualified hairdressers in his employ he shall not employ more than one shampooist.

(2) An employer shall not employ a part-time ladies' hairdressers' assistant unless he has in his employ a qualified ladies' hairdressers' assistant and for each qualified ladies' hairdressers' assistant in his employ he shall not employ more than one part-time ladies' hairdressers' assistant.

(3) An employer or manager who is wholly or mainly engaged in performing the work of a ladies' hairdressers' assistant may be deemed to be a qualified ladies' hairdressers' assistant.

(4) This clause shall apply to each establishment separately and an employer or manager shall not be deemed to be a qualified employee in more than one establishment or in more than one class of work.

28. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

Signed for and on behalf of the parties at Pretoria this 15th day of April 1980.

D. CARR, Chairman of the Council.

Y. VAN SCHALKWYK, Vice-Chairman of the Council.

J. P. FORBES, Secretary of the Council.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(PRETORIA)

DIENSSERTIFIKAAT

No.

Naam van salon.....
 Adres van salon.....
 Volle naam van werknemer.....
 Geslag..... Ouderdom.....
 In diens as.....
 Loon..... per week/maand.
 Datum van indienstreding.....
 Datum van diensverlating.....
 Opmerkings.....

Handtekening van werkgever

L.W.—'n Kopie van hierdie sertifikaat moet aan die Sekretaris
 van die Raad gestuur word.

No. R. 1471

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956
 HAARKAPPERSBEDRYF, PRETORIA.—INTREK-
 KING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Manne-
 kragbenutting, trek hierby kragtens artikel 48 (5) van
 die Wet op Nywerheidsversoening, 1956, Goewermens-
 kennisgewing R. 1002 van 16 Mei 1980 in met ingang
 van die tweede Maandag na die datum van publikasie
 van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekragbenutting.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(PRETORIA)

CERTIFICATE OF SERVICE

No.

Name of salon.....
 Address of salon.....
 Name of employee (in full).....
 Sex..... Age.....
 Employed as.....
 Wages..... per week/per month.
 Dated started.....
 Date left.....
 Remarks.....

Signature of employer

N.B.—A copy of this certificate to be forwarded to the Secretary
 of the Council.

No. R. 1471

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956
 HAIRDRESSING TRADE, PRETORIA.—CANCEL-
 LATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Manpower
 Utilisation, hereby, in terms of section 48 (5) of the
 Industrial Conciliation Act, 1956, cancel Government
 Notice R. 1002 of 16 May 1980 with effect from the
 second Monday after the date of publication of this
 notice.

S. P. BOTHA, Minister of Manpower Utilisation.

INHOUD

No.		Bladsy No.	Staats- koerant No.
	Mannekragbenutting, Departement van Goewermenskennisgewings		
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