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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

R.2753]

[30 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

**HAARKAPPERSBEDRYF, PORT ELIZABETH EN
UITENHAGE**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 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 31 Desember 1982 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (d), 14, 20, 21 en 24, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 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 (2) van genoemde Ooreenkoms.

S. P. BOTHA
Minister van Mannekrag

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

R.2753]

[30 December 1981

LABOUR RELATIONS ACT, 1956

**HAIRDRESSING TRADE, PORT ELIZABETH AND
UITENHAGE**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations 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 31 December 1982, 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; and
- (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), 2, 5 (2) (d), 14, 20, 21 and 24, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982, 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 (2) of the said Agreement.

S. P. BOTHA
Minister of Manpower

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE

OOREENKOMS

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

The Port Elizabeth and Uitenhage Master Hairdressers' Association

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

The S.A. Hairdressers Employees' Industrial Union
(Tak Port Elizabeth en Middelland)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth en Uitenhage).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word—

- (1) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en die vakvereniging is;
- (2) in die munisipale gebiede van Port Elizabeth en Uitenhage.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van een jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

„Wet” die Wet op Nywerheidsversoenig, Wet 28 van 1956;

„vakleerling” 'n werknemer wat 'n skriftelike leerlingkontrak uitdien wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, en dit sluit 'n minderjarige in wat kragtens daardie Wet op proef in diens is;

„los werknemer” 'n haarkapper (man of vrou) wat hoogstens twee agtereenvolgende dae in 'n week by dieselfde werkgewer in diens is;

„los algemene assistent” 'n algemene assistent wat hoogstens twee agtereenvolgende uur per dag by dieselfde werkgewer in diens is;

„Raad” die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth en Uitenhage), wat geregistreer is ingevolge artikel 19 van die Nywerheidsversoeningswet van 1937 en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoenig, 1956;

„bedryfsinrigting” 'n plek waarin toilet dienste verskaf word;

„ondervinding” die totale dienstdynerk van -tydperke wat 'n werknemer in die Haarkappersbedryf werksaam was, maar nie diens as 'n algemene assistent nie;

„algemene assistent” 'n werknemer wat deur 'n werkgewer in diens geneem word om skoon te maak, te vee, skoene skoon te maak, boodskappe te doen en koppies en/of toiletbenodigdhede te was;

„mansbedryf” die tak van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, hoofsaaklik aan mans verskaf word;

„Haarkappersbedryf” die Bedryf waarin werknemers en werkgewers met mekaar geassosieer is om toilet dienste in 'n bedryfsinrigting te verskaf;

„damesbedryf” die tak van die Haarkappersbedryf waarin toilet dienste hoofsaaklik aan vroue verskaf word;

„Bestuurskomitee” die Bestuurskomitee wat aangestel word om die Fonds ooreenkomstig die Reëls van die Fonds te administreer;

„premie”, sonder om die gewone betekenis van die uitdrukking enigins te beperk, vergoeding van welke aard ook al wat gegee word in ruil vir die opleiding van 'n werknemer om toilet dienste in enigeen van of albei afdelings van die Haarkappersbedryf te verskaf;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE

AGREEMENT

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

The Port Elizabeth and Uitenhage 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
(Port Elizabeth and Midlands Branch)

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

being parties to the Industrial Council for the Hairdressing Trade (Port Elizabeth and Uitenhage)

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (1) by all employers and employees who are members of the employers' organisation and the trade union;
- (2) in the municipal areas of Port Elizabeth and Uitenhage.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for a period of one year 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, Act 28 of 1956;

“apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

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

“casual general assistant” means a general assistant who is employed by the same employer for not more than two consecutive hours in any one day;

“Council” means the Industrial Council for the Hairdressing Trade (Port Elizabeth, Walmer and Uitenhage), registered in terms of section 19 of the Industrial Conciliation Act of 1937 and deemed to have been registered under the Industrial Conciliation Act, 1956;

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

“experience” means the total period or periods of service an employee has had in the Hairdressing Trade, but shall not include service as a general assistant;

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

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

“Hairdressing Trade” means the Trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment;

“ladies trade” means the branch of the Hairdressing Trade in which toilet services are rendered mainly to female persons;

“Management Committee” means the Committee of Management appointed to administer the Fund in terms of the Rules of the Fund;

“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 to render toilet services in any one or both sections of the Hairdressing Trade;

„gekwalifiseerde haarkappersassistent” ’n werknemer wat—

- (a) ’n leerlingkontrak uitgedien het ingevolge die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944, of Loonvaststelling 47 wat betrekking het op die Haarkappersbedryf in die landroosdistrikte Port Elizabeth en Uitenhage; of
- (b) die Raad deur middel van ’n eksamen kan oortuig dat hy bevoeg is om dienste in òf die mans- òf die damesbedryf te lewer;
- (c) in besit is van ’n vaardigheidsertifikaat uitgereik kragtens artikel 6 of ’n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n vaardigheidsertifikaat uitgereik deur ’n nywerheidsraad vir die Haarkappersbedryf of ’n liggaam wat na die mening van die Raad bevoeg is om sodanige sertifikate uit te reik;

„ontvangsklerk en/of telefonis” ’n werknemer wat hoofsaaklik in diens is om klante te ontvang of om afsprake per telefoon of andersins te reël;

„reëls van die Fonds” die reëls van die Fonds soos van tyd tot tyd deur die Bestuurskomitee aanvaar, en sluit in die regulasies, aanhangels en alle ander bepalings betreffende die bystand wat betaalbaar word ingevolge ’n besluit wat op ’n algemene vergadering of deur die Bestuurskomitee aangeneem word;

„sjampoeis” ’n vroulik werknemer wat sjampoewerk doen en wat ook droërs en/of haarnette kan opsit, droërs kan verwyder en krullers kan aangee: Met dien verstande dat dit geen persoon onder die ouderdom van 21 jaar mag insluit wat in hierdie hoedanigheid in diens is nie, tensy die Registrateur van Vakleerlinge sodanige werkverrigting goedgekeur het;

„toilet dienste” hare sny, hare kap, skroei, krul, skeer, skoonmaak, kleur, bleik, tint, kartel of enige behandeling van die hare van die kop of gesig, kopvel of nek, manikuur, wenkbroue pluk of bordwerk, hetsy enigeen van genoemde werksaamhede uitgevoer word deur middel van ’n apparaat, toestel, preparaat of middel, of nie;

„werkende werkgewer” ’n werkgewer of vennoot in ’n vennootskap of ’n direkteur wat self dieselfde soort werk verrig as dié wat deur enigeen van sy werknemers verrig word.

4. LONE

(1) Behoudens subklousule (2) van hierdie klousule, mag geen lone wat laer is as die volgende deur ’n werkgewer betaal en deur ’n werknemer aanvaar word nie:

- (a) Haarkappersassistent (man en vrou) in die Bedryf (mans- of damesbedryf):

(1) Gekwalifiseerd	R72,00 per week
(2) Los	R18,00 per dag

- (b) Haarkappersbedryf:

(1) Ontvangsklerk en/of telefonis	R60,00 per week
(2) Sjampoeis	R30,00 per week
- (c) Algemene assistent
 R23,50 per week |
- (d) Los algemene assistent
 R3,50 per dag |

(2) ’n Werkgewer mag nie ’n premie ontvang vir die opleiding van ’n werknemer om toilet dienste te verskaf nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van ’n opleidingskema waartoe die werkgewer regtens verplig word om by te dra.

(3) ’n Werkgewer mag niemand, uitgesonderd ’n gekwalifiseerde haarkappersassistent of ’n vakleerling, as ’n manlike of vroulike haarkapper in diens hê nie, tensy die loon van ’n gekwalifiseerde haarkappersassistent betaal word, en vir die toepassing van hierdie Ooreenkoms word sodanige persoon geag ’n gekwalifiseerde haarkappersassistent te wees.

(4) Geen bepaling in hierdie klousule mag die uitwerking hê dat dit ’n vermindering toelaat van die loon wat ’n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang hét solank sodanige werknemer by dieselfde werkgewer in diens bly nie.

(5) ’n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens hê nie.

5. BETALING VAN LOON EN GOEDGEKEURDE AFTREKKINGS

(1) Lone moet weekliks of maandeliks, na gelang van die geval, in kontant betaal word, tensy die dienskontrak van ’n werknemer voor die gewone betaaldag beëindig word, in welke geval sy loon onmiddellik by sodanige diensbeëindiging betaal moet word. Die verskuldigde loon moet in ’n verseëde kovert geplaas word waarop die volgende besonderhede verstrekk moet word: Die volle naam van die werknemer, die tydperk waarvoor die besondere betaling gedoen word, alle bedrae ingevolge hierdie Ooreenkoms afgetrek en die bedrag in die kovert. ’n Los werknemer moet die loon wat aan hom verskuldig is, onmiddellik by beëindiging van elke dienskontrak betaal word.

(2) Geen bedrae van enige aard, uitgesonderd die volgende, mag afgetrek word van die geld wat aan ’n werknemer verskuldig is nie:

- (a) Behoudens andersluidende bepalings in die Ooreenkoms, waar

“qualified hairdresser’s assistant” means an employee who—

- (a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944, or in terms of Wage Determination 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage; or
- (b) can satisfy the Council by examination that he is competent of rendering services in either the gentlemen’s or the ladies trade; or
- (c) holds a certificate of proficiency issued under section 6 or a trade diploma issued under section 7 of the Training of Artisans Act, 1951, or a certificate of competency issued by any industrial council for the Hairdressing Trade or such body which is competent to issue such certificate in the opinion of the Council;

“receptionist and/or telephonist” means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise;

“Rules of the Fund” means the Rules of the Fund as adopted from time to time by the Management Committee and shall include the regulations, annexures and any other provisions relating to the benefits which may become payable in terms of a resolution adopted at a general meeting or by the Management Committee;

“shampoo girl” means a female employee engaged on shampooing and who may also put on dryers and/or hair nets, remove dryers and hand out curlers: Provided that it shall not include a person under the age of 21 years who is employed as such unless the Registrar of Apprenticeship has authorised such employment;

“toilet services” means the operation comprised in haircutting, hairdressing, singeing, curling, shaving, cleansing, dyeing, bleaching, tinting, colouring, waving or any other treatment of the hair of the head or face, scalp or neck, manicuring, eyebrow plucking or board work whether or not any of the above operations are carried out by means of any apparatus, appliance, preparation or substance;

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

4. WAGES

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

- (a) Hairdressers’ Assistant (Male and Female) in the Trade (Gentlemen or Ladies):

(1) Qualified	R72,00 per week
(2) Casual	R18,00 per day

- (b) Hairdressing Trade:

(1) Receptionist and/or Telephonist	R60,00 per week
(2) Shampooist	R30,00 per week
- (c) General Assistant
 R23,50 per week |
- (d) Casual general assistant
 R3,50 per day |

(2) An employer shall not accept a premium for the training of an employee to render toilet services: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) An employer shall not employ any person as a male or female hairdresser unless such person is a qualified hairdresser’s assistant or an apprentice, unless the wage for a qualified hairdresser’s assistant is paid, and such an employee shall for all purposes of this Agreement be deemed to be a qualified hairdresser’s assistant.

(4) 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.

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

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

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

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

- (a) Except where otherwise provided in the Agreement where an

'n werknemer van sy werk af wegbly, uitgesonderd op las of versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

- (b) bydraes tot Raadsfondse ingevolge klousule 19 van hierdie Ooreenkoms;
 - (c) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheids-, sieke-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur;
 - (d) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld van die vakvereniging;
 - (e) 'n bedrag wat 'n werkgever ingevolge of kragtens 'n statutêre wet of hofbevel moet of mag aftrek;
 - (f) enige bedrag wat in ooreenstemming met die gemene reg verreken kan word teen 'n bedrag wat 'n werknemer aan sy werkgever skuld.
- (3) Lone verskuldig ingevolge klousule 4 en alle ander besoldiging verskuldig aan 'n werknemer met 'n weeklikse dienskontrak moet weekliks nie later nie as 17h30 op Vrydag betaal word. Waar Vrydag 'n openbare vakansiedag is, moet betaling op die vorige besigheidsdag, nie later nie as 17h30 gedoen word. Aan 'n werknemer met 'n maandelikse dienskontrak moet alle besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, betaal word nie later nie as 17h30 op die laaste werkdag van elke maand of nie later nie as 12h00 as daardie dag op 'n Saterdag val.
- (4) Lone moet betaal word op die plek waar die werknemer werklik in diens is wanneer die loon verskuldig word.

6. WERKURE

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat om te werk, en geen werknemer mag instem om soos volg te werk nie—

A. Damesbedryf:

- (a) Langer as 46 uur, uitgesonderd etenspouses, per week;
- (b) langer as sewe en 'n half uur tussen 08h00 en 16h30 op Maandae;
- (c) langer as agt uur tussen 08h00 en 17h00 op Dinsdae, Woensdae en Donderdae;
- (d) langer as nege en 'n kwart uur tussen 07h30 en 17h45 op Vrydae;
- (e) langer as vyf en 'n kwart uur tussen 07h30 en 12h45 op Saterdae;

B. Mansbedryf:

- (a) Langer as 46 uur, uitgesonderd etenspouses, per week;
- (b) langer as agt en 'n kwart uur tussen 08h00 en 18h00 op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae;
- (c) langer as vier en 'n drie-kwart uur tussen 08h00 en 13h00 op 'n Saterdag.

(2) Elke werkgever moet 'n rooster wat die volle name van al sy werknemers meld, op 'n opvallende plek in sy bedryfsinrigting vertoon. Sodanige rooster moet opgeplak word nie later nie as 12h00 op die laaste werkdag van die week voor die week waarop sodanige rooster betrekking het en moet duidelik die aanvangstyd van werk, die etenspouse en die uitskeityd van elke werknemer toon.

(3) *Werkure moet aaneenlopend wees.*—Alle werkure, uitgesonderd etenspouses van 'n werknemer moet aaneenlopend wees.

(4) *Verbod op oortyd.*—Geen werknemer mag toegelaat of verplig word om langer te werk nie as die getal ure voorgeskryf in subklousule (1) of vermeld in die kennisgewing in subklousule (2) van hierdie klousule bedoel.

(5) Geen werkgever mag sy perseel op ander tye oophou nie as dié in hierdie klousule voorgeskryf, behalwe om sodanige perseel skoon te maak en te lug.

(6) *Etenspouses.*—Geen werkgever mag van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen op 'n dag te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie. Sodanige pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

- (a) as sodanige pouse langer as een uur is, 'n tydperk van langer as 'n uur en 'n kwart geag word gewone werkure te wees;
- (b) werktydperke onderbreek deur 'n pouse van minder as een uur geag word aaneenlopend te wees;
- (c) etenspouses tussen 12h00 middag en 14h00 op elke werkdag behalwe Saterdae geneem moet word.

7. JAARLIKSE VERLOF EN BETALING

(1) Alle statutêre openbare vakansiedae, die tweede dag van Januarie elke jaar of, as daardie dag op 'n Sondag val, die derde dag van Januarie en die dag na Goeie Vrydag wat as Paassaterdag bekend staan, is vakansiedae met volle besoldiging, en geen werkgever mag 'n werknemer toelaat of van hom vereis, en geen werknemer mag instem, om op so 'n dag te werk nie:

(2) Behoudens subklousule (4), moet 'n werkgever aan elke werknemer wat by hom in diens is, vir elke voltooid jaar diens by hom verlof met volle besoldiging soos volg toestaan:

employee absents himself from work otherwise than on the instructions or at the request of his employer, a *pro rata* amount for the period of such absence;

- (b) contributions to Council funds in terms of clause 19 of this Agreement;
 - (c) with written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council;
 - (d) with the written consent of the employee, deductions for subscriptions to the trade union;
 - (e) any amount which an employer is compelled or permitted to deduct in terms of any statutory law or order of court;
 - (f) any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.
- (3) Wages due in terms of clause 4 and any other remuneration due to any employee on a weekly contract of employment shall be paid weekly on Friday at 17h30 at the latest. Where Friday is a public holiday, payment shall be made on the previous business day at 17h30 at the latest; where an employee is under a monthly contract of employment such employees shall be paid any remuneration due in terms of this Agreement on the last business day of each month at 17h30 at the latest or 12h00 at the latest in the event of such a day being a Saturday.
- (4) Payment of wages shall be made at the place where the employee is actually engaged at the time the wages fall due.

6. HOURS OF WORK

(1) No employer shall require or permit an employee to work, nor shall any employee consent to work—

A. Ladies' Trade:

- (a) For more than 46 hours, excluding meal intervals in any one week;
- (b) for more than seven and a half hours between 08h00 and 16h30 on Mondays;
- (c) for more than eight hours between 08h00 and 17h00 on Tuesdays, Wednesdays and Thursdays;
- (d) for more than nine and a quarter hours between 07h30 and 17h45 on Fridays;
- (e) for more than five and a quarter hours between 07h30 and 12h45 on Saturdays;

B. Gentlemen's Trade:

- (a) For more than 46 hours, excluding meal intervals in any one week;
- (b) for more than eight and a quarter hours between 08h00 and 18h00 on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- (c) for more than four and three-quarter hours between 08h00 and 13h00 on a Saturday.

(2) Every employer shall exhibit in a prominent place in his establishment a time-table setting out the full names of all his employees. Such time-table shall be posted up on or before 12h00 on the last working day of the week preceding the week to which such time-table refers and shall show clearly the time of commencing work, the lunch hour interval, and the time of finishing off work of each employee.

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

(4) *Prohibition of overtime.*—No employee shall be permitted or required to work in excess of the number of hours prescribed in subclause (1) or specified in the notice referred to in subclause (2) of this clause.

(5) No employer shall be entitled to keep open his premises at any time other than that laid down in this clause, save and except for the purpose of cleaning and airing such premises.

(6) *Meal intervals.*—No employer shall require or permit any employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work nor to be overtime: Provided that—

- (a) if 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;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (c) meal intervals shall be taken between 12h00 and 14h00 on each and every working day except Saturday.

7. ANNUAL LEAVE AND PAYMENT

(1) All statutory public holidays, the second day of January in each year, or, if that day falls on Sunday, the third day of January and the day after Good Friday, known as Easter Saturday, shall be holidays on full pay, and no employer shall require or permit any employee to work nor shall any employee consent to work on such day.

(2) Subject to the provisions of subclause (4), an employer shall grant to every employee employed by him in respect of each completed year of employment with him—

- (a) die geval van 'n werknemer wat een jaar diens by dieselfde werkgever voltooi het, 15 agtereenvolgende werkdag;
- (b) in die geval van 'n werknemer wat twee of meer agtereenvolgende jare diens by dieselfde werkgever voltooi het, 18 agtereenvolgende werkdag.
- (3) 'n Werkgever moet 'n werknemer aan wie verlof, kragtens subklousule (2) toegestaan is, sy besoldiging vir die verloftydperk betaal voor of op die laaste werkdag van die werknemer voor die begin van genoemde tydperk of, as die werknemer dit skriftelik versoek, voor of op die eerste betaaldag van so 'n werknemer na verstryking van sy verloftydperk.
- (4) Die verlof waarop 'n werknemer ingevolge subklousule (2) geregtig is, moet toegestaan word wanneer dit vir die werkgever redelik gerieflik is: Met dien verstande dat—
- (a) as sodanige verlof nie reeds vroeër toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word en dat dit nie kan ooploop nie;
- (b) as 'n openbare vakansiedag soos in subklousule (1) van hierdie klousule omskryf, in die verloftydperk val, sodanige openbare vakansiedag by dieselfde tydperk gevoeg moet word as 'n verdere verloftydperk en dat die werknemer, wanneer hy die verloftoelae voorgeskryf in hierdie klousule ontvang, terselfdertyd vir sodanige openbare vakansiedag betaal moet word;
- (c) as 'n werknemer sy diens beëindig voordat hy vir verlof in aanmerking kom en nadat hy minstens een maand gewerk het, hy minstens die volgende betaal moet word:
- (i) In die geval van 'n werknemer in subklousule (2) (a) bedoel, een twintigste;
- (ii) in die geval van 'n werknemer in subklousule (2) (b) bedoel, een agtiende;
- van sy weekloon op die datum van diensbeëindiging, vir elke voltooide week diens op die datum van sodanige diensbeëindiging, terselfdertyd wanneer die finale betaling van lone ingevolge klousule (5) (1), geskied;
- (d) 'n werknemer wat kennis van diensbeëindiging gegee of ontvang het, in plaas van sodanige kennisgewing, die afwesigheidsverlof met volle besoldiging vir 'n *pro rata*-tydperk gedurende sodanige opseggingstermyn kan neem en daarbenewens die saldo van die verlofbesoldiging wat ingevolge voorbehoudsbepaling (c) van hierdie subklousule verskuldig is, betaal moet word, welke bedrag aan die Sekretaris van die Raad gestuur moet word vir betaling aan sodanige werknemer;
- (e) 'n werknemer wat ingevolge subklousule (2) vir verlof kwalifiseer en wie se diens eindig voordat sodanige verlof binne die voorgeskrewe tydperk van twee maande geneem word, by sodanige diensbeëindiging vir elke week van sodanige verlof minstens die weekloon betaal moet word wat hy op die datum van diensbeëindiging ontvang het;
- (f) die verloftydperk nie mag saamval met 'n tydperk waarin 'n werknemer afwesig is van die werk as gevolg van siekte of met 'n tydperk waarin 'n werknemer militêre diens moet ondergaan nie.
- (5) Vir die toepassing van die voorafgaande subklousule moet 'n werknemer se jaar diens waarkragtens hy op sodanige jaarlikse verlof geregtig is, bereken word met ingang van 'n datum 12 maande voor die datum van hierdie Ooreenkoms of met ingang van die datum waarop hy laas op verlof met volle besoldiging geregtig geword het, of met ingang van die datum van indiensneming, naamlik die jongste datum.
- (6) Die werkgever moet die Sekretaris van die Raad in kennis stel van die tyd en datum waarop elke werknemer sy verlof moet neem.
- (7) 'n Tydperk waarin 'n werknemer—
- (a) kragtens subklousule (2) met verlof is; of
- (b) weens siekte van die werk afwesig is; of
- (c) op las of versoek van die werkgever van die werk afwesig is; of
- (d) militêre diens ondergaan;
- wat altesaam in 'n enkele jaar hoogstens 10 weke beloop ten opsigte van die tydperke vermeld in paragrawe (a), (b) en (c), plus tot vier maande van 'n tydperk van militêre diens vermeld in paragraaf (d) wat in daardie jaar ondergaan word, word vir die toepassing van subklousules (2) en (4) geag diens te wees.
- (8) Geen werknemer mag in die Haarkappersbedryf vir lone of ander vergoeding werk terwyl hy op verlof met volle besoldiging is nie.

8. DIENSBEËINDIGING

- (1) Elke werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis van 46 uur gee en elke werkgever moet dieselfde kennis gee om die diens van 'n werknemer te beëindig. Sodanige week kennis moet skriftelik gegee word en tree in werking op die werkdag wat volg op die dag waarop sodanige kennis gegee is: Met dien verstande dat dit nie die reg van 'n werkgever of werknemer raak om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas van kennisgewing.

- (a) in the case of an employee who has completed one year's employment with the same employer, 15 consecutive work-days' leave;
- (b) in the case of an employee who has completed two or more consecutive years' employment with the same employer, 18 consecutive work-days' leave;

on full pay.

- (3) An employer shall pay an employee to whom leave is granted under subclause (2) his pay in respect of the period of leave, not later than the last work-day of the employee before the commencement of the said period, or, at the written request of an employee, not later than the first pay-day for such employee after expiration of his period of leave.

- (4) The leave to which an employee is entitled in terms of subclause (2) shall be granted at the reasonable convenience of the employer: Provided that—

- (a) if such leave is not granted earlier it shall be granted within two months of the completion of the year of service to which it relates and cannot be accumulated;
- (b) should any public holiday as defined in subclause (1) of this clause fall within the leave period, such public holiday shall be added to the same period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance prescribed in this subclause;
- (c) should an employee terminate his employment before qualifying for leave and after working for at least one month, he shall be paid not less than—
- (i) in the case of an employee referred to in subclause (2) (a) one-twentieth;
- (ii) in the case of an employee referred to in subclause (2) (b), one-eighteenth;

of his weekly wage at the date of termination of employment in respect of each completed week of employment on the date of such termination at the same time as the final payment of wages is effected in terms of clause 5 (1);

- (d) any employee who has received or who has given notice of terminations of service may in lieu of such notice take the leave of absence on full pay for a *pro rata* period during the currency of such notice and shall in addition thereto be paid any balance of leave pay due in terms of proviso (c) of this subclause, which amount shall be forwarded to the Secretary of the Council for payment to such employee;
- (e) any employee who qualifies for leave in terms of subclause (2) and whose employment terminates before such leave is taken within the two months' period prescribed shall upon such termination be paid in respect of each week thereof an amount of not less than the weekly wage he was receiving at the date of termination;
- (f) the period of leave shall not run concurrently with any period during which an employee is absent from work owing to illness, nor with any period during which an employee is required to undergo military service.

- (5) For the purposes of the preceding subclause, an employee's year of service for which he shall be entitled to such annual leave shall be calculated from a date 12 months prior to the date of this Agreement or from the date on which he last became entitled to leave on full pay, or from the date of engagement, whichever is the later.

- (6) The employer shall notify the Secretary of the Council of the time and date on which each employee shall take his leave.

- (7) Any period during which an employee—

- (a) is on leave in terms of subclause (2);
- (b) is absent from work owing to illness; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) 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 paragraphs (a), (b) and (c), plus up to four months of any period of military service referred to in paragraph (d) undergone in that year, shall, for the purposes of subclauses (2) and (4) be deemed to be employment.

- (8) No employee shall work in the Hairdressing Trade for wages or other consideration while on leave of absence on full pay.

8. TERMINATION OF SERVICE

- (1) Every employee, other than a casual employee, shall be required to give not less than one week's notice of 46 hours and every employer shall be required to give like notice to terminate the service of an employee. Such week's notice shall be given in writing and shall take effect from the working day following the day on which such notice was given: Provided that this shall not affect the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient. A week's notice shall mean a full week's work or a full week's pay in lieu of notice.

(2) Hierdie klousule raak nie 'n ooreenkoms wat vir 'n langer kennisgewingstermyn as een week voorsiening maak nie: Met dien verstande dat die kennisgewingstermyn waarvoor ooreengekom word, van gelyke duur vir albei partye moet wees. Waar 'n ooreenkoms kragtens hierdie subklousule aangegaan word, moet betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingstermyn waarvoor ooreengekom is.

(3) Die kennisgewingstermyn in subklousules (1) en (2) van hierdie klousule bedoel, mag nie saamval nie met, of kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof kragtens klousule (7) of 'n tydperk van militêre diens of 'n afwesigheidstydperk ten opsigte waarvan 'n werknemer op siekeverlof kragtens klousule 17 geregtig is.

9. 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) vermeld, moet afneem en aanbevelings aan die Raad moet doen aangaande die uitreiking van bevoegdheidsertifikate.

(2) Wanneer 'n werkgewer of werknemer om 'n bevoegdheidsertifikaat aansoek doen, moet hy R15,00 saam met sodanige aansoek aan die Raad (deur bemiddeling van die Sekretaris) stuur. Die Raad moet—

- (a) die aansoeker versoek om hom of haar aan 'n eksamen te onderwerp; of
 - (b) homself oortuig dat die aansoeker op grond van sy jare ondervinding op so 'n sertifikaat geregtig is en so 'n sertifikaat uitreik wanneer daar tot bevrediging van die Raad bewys word dat die aansoeker bevoeg is.
- (3) 'n Aansoeker wat versuim om 'n eksamen by te woon sonder om 'n bevredigende rede aan die Komitee te verstrek, verbeur die eksamen.

10. BUITEWERK

Terwyl 'n werknemer in die diens van 'n werkgewer in die Haarkappersbedryf is, mag hy nie vir eie rekening of namens of van iemand anders as sy werkgewer—

- (1) bestellings werf of neem vir of werk onderneem in die Haarkappersbedryf nie;
- (2) handel dryf in toiletbenodigdhede vir verkoop, wins of vergoeding nie.

11. WERKENDE WERKGEWERS

Alle werkende werkgewers in die Haarkappersbedryf moet die ure en ander voorwaardes vir werknemers in hierdie Ooreenkoms voorgeskryf *mutatis mutandis* nakom: Met dien verstande dat as 'n klant op die gewone uitskeityd op enige dag toiledienste ontvang, 'n werkende werkgewer vir nog 'n halfuur kan werk na die gewone uitskeityd van die bedryfsinrigting sodat die toiledienste wat aan die klant gelewer word, voltooi kan word.

12. VERSKAFFING VAN UITRUSTING

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

- (a) in die damesbedryf—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie-elektries);
 - (v) naelvyle, naelvliesskêre en naelvliessknippers;
 - (vi) setkamme;
 - (vii) borsels;
 - (viii) krullers;
 - (ix) golfknipers:

Met dien verstande dat daar van geen werkgewer vereis mag word om meer as ½ kg. haarnaalde in 'n tydperk van ses maande aan 'n enkele werknemer te verskaf nie;
- (b) in die mansbedryf—
 - (i) knippers (nie-elektries);
 - (ii) skêre;
 - (iii) skeermesse;
 - (iv) nekborsels;
 - (v) kamme;
 - (vi) slypstrop;
- (c) in gevalle waar die werkgewer 'n „kleurskema” vir baadjies en oorpakke ingestel het wat by die kleurskema van sy salon pas, moet hy die nodige oorpakke en jasse aan sy assistente verskaf.

(2) Provisions of this clause shall not affect any agreement which provides for a longer period of notice than one week: Provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this subclause payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The period of notice referred to in subclauses (1) and (2) of this clause shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military service or during any period of absence for which an employee is entitled to sick leave in terms of clause 17.

9. 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 employee applies for a certificate of competency he shall forward with such application the sum of R15,00 to the Council (through the Secretary) which shall—

- (a) ask the applicant to submit himself or herself for an examination; or
- (b) satisfy itself that the applicant by virtue of his years of experience is entitled to such certificate, and when it is proved to the satisfaction of the Council that the applicant is competent the Council shall issue such 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.

10. OUTWORK

An employee shall not—

- (1) solicit to 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 WORKING EMPLOYERS

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement: Provided that for the purpose of attending to a customer who is receiving toilet services at the normal finishing time on any day, a working employer may remain at work for an additional half-hour after the normal finishing time of the establishment to enable the toilet services being rendered to the customer to be completed.

12. PROVISION OF EQUIPMENT

(1) An employer shall provide for the use of every hairdresser's 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);
 - (v) nail files, cuticle scissors and cuticle clippers;
 - (vi) setting combs;
 - (vii) brushes;
 - (viii) curlers;
 - (ix) "Goodie" grips:

Provided that no employer shall be required to supply more than ½ kg of hairpins to any one employee in any period of six months;
- (b) in the gent's trade—
 - (i) clippers (not electric);
 - (ii) scissors;
 - (iii) razors;
 - (iv) neck brush;
 - (v) combs;
 - (vi) strop;
- (c) in cases where the employer has instituted a "colour scheme" in coats and overalls fitting in the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants.

- (2) 'n Werkgewer moet elke haarkapperassistent voorsien van—
- (a) minstens een steriliseerkabinet wat te alle tye 'n oplossing van minstens 40 persent formalien moet bevat om alle gereedskap, uitgesonderd skeerkwaste, te steriliseer;
 - (b) 'n antiseptiese bad wat 'n oplossing formalien of 'n ander geskikte oplossing bevat in die verhouding van 2,25 liters water tot 56 milliliters formalien of 'n ander geskikte oplossing, ten einde skeerkwaste te steriliseer;
 - (c) minstens twee skeerkwaste, sodat die kwas wat nie gebruik word nie, in die antiseptiese bad gehou kan word;
 - (d) 'n skoongewaste handdoek vir gebruik deur die werknemer vir elke klant;
 - (e) vloei-, poeier- of buisseepp of -skeerroom;
 - (f) 'n voorraad skoon papier om die gereedskap mee af te vee, val die skeermes na elke stropslyping;
 - (g) stiptiek in die vorm van poeier of vloeistof wat as 'n spuitmiddel gebruik of op 'n vars skoon stuk watte aangewend kan word;
 - (h) 'n houder met 'n deksel waarin vuil papier en watte en hare na elke werksaamheid gegooi kan word.

13. REGISTRASIE VAN WERKNEMERS EN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand met ingang van die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Haarkappersbedryf toetree, moet binne een maand met ingang van die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (a) Sy volle naam en die naam van die onderneming;
 - (b) sy sake-adres;
 - (c) die volle naam van elke werknemer, die hoedanigheid waarin hy in diens is en die loon wat betaal word.
- (2) In die geval van 'n vennootskap moet, benewens die besonderhede in subklousule (1) vereis, die volle name van al die vennote verstrek word.
- (3) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet, benewens die besonderhede in subklousule (1) vereis, die volgende besonderhede verstrek word:
- (a) Die volle name van die direkteure en die volle naam van die persoon wat werklik elke tak van die onderneming beheer;
 - (b) die adres van die geregistreerde kantore van die maatskappy;
 - (c) die volle naam van die sekretaris van die maatskappy en van alle ander ampsdraers van die maatskappy.
- (4) Elke werkgewer moet elke maand, wanneer hy die geld ingevolge klousule 19 van hierdie Ooreenkoms aanstuur, die volle name verstrek van alle persone in sy diens, met inbegrip van vakleerlinge.
- (5) In geval van 'n verandering in eenige van die besonderhede wat hy ingevolge hierdie klousule moet verstrek, moet elke werkgewer binne 14 dae met ingang van die datum waarop sodanige verandering in werking getree het, die Sekretaris van die Raad daarvan in kennis stel.

14. VAKVERENIGINGARBEID

- (a) Geen lid van die S.A. Hairdressers' Employees' Industrial Union mag diens by enige werkgewer aanvaar wat nie 'n lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association is nie of in die diens bly van 'n werkgewer wat opgehou het om lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association te wees nie.
 - (b) Geen lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association mag 'n werknemer in diens neem wat nie 'n lid van die S.A. Hairdressers' Employees' Industrial Union is nie.
- (2) Bewys van lidmaatskap van die S.A. Hairdressers' Employees' Industrial Union is die voorlegging van 'n geldige lidmaatskapkaart wat deur genoemde vakvereniging uitgereik is.
- (3) Hierdie klousule is nie van toepassing nie op werknemers vir wie besoldiging in klousule 4 (c) van die Ooreenkoms voorgeskryf word, en ook nie op vakleerlinge nie of waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige rede geweier of beëindig is en die aansoeker sodanige weiering binne 21 dae aan die Raad gerapporteer het.
- (4) Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging geweier het om lid daarvan te word, hierdie klousule onmiddellik in werking tree.

15. MEDIESE FONDS

(1) Nademaal die Raad besluit het dat die werkgewers en werknemers in die Haarkappersbedryf moet deelneem in die M.C.G.- Mediese Fonds wat deur die Midland Chamber of Industries ingestel is, hierna die „Fonds” genoem, magtig hy hierby die invordering van bydraes

- (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 or other suitable solution in the proportion of 2,25 litres of water to 56 millilitres of formalin or other suitable solution 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 in the antiseptic bath;
 - (d) a freshly laundered towel for the use by the employee in respect of 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;
 - (h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

13. REGISTRATION OF EMPLOYEES AND EMPLOYERS

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

- (a) His full name and title of business;
 - (b) business address;
 - (c) full name of each employee, the capacity in which he is employed and the wages paid.
- (2) 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.
- (3) In the case of a limited liability company the following particulars in addition to those required in subclause (1) shall be furnished:
- (a) The full name of the directors and the full name of the actual person in control of each branch of the business;
 - (b) the address of the registered offices of the company;
 - (c) the full name of the secretary of the company and all other office-bearers of the company.
- (4) Every employer shall disclose, monthly, the full names of all persons employed, including apprentices, when submitting moneys in terms of clause 19 of this Agreement.
- (5) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within 14 days of the date on which such change took effect.

14. TRADE UNION LABOUR

- (a) No member of the S.A. Hairdressers' Employees' Industrial Union shall accept employment with any employer who is not a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association, or remain in the employ of any employer who has ceased to be a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association.
 - (b) No member of the Port Elizabeth and Uitenhage Master Hairdressers' Association shall employ an employee who is not a member of the S.A. Hairdressers' Employees' Industrial Union.
- (2) Proof of membership of the S.A. Hairdressers' Employees' Industrial Union shall be the production of a current membership card issued by the said Union.
- (3) This clause shall not apply to employees for whom remuneration is laid down in clause 4 (c) of the Agreement, nor to apprentices, nor where, in the opinion of the Council, membership to a party to this Agreement has been refused, or terminated without reasonable cause, and the applicant has reported such refusal to the Council within 21 days thereof.
- (4) The provisions of this clause shall not apply 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 his employment in the Industry refused any invitation from the trade union concerned to become a member thereof, the provisions of this clause shall immediately come into operation.

15. MEDICAL FUND

(1) The Council having resolved that employers and employees in the Hairdressing Trade should participate in the M.C.G. Medical Fund inaugurated by the Midland Chamber of Industries, hereinafter referred to as the "Fund", hereby authorises, for the purpose of imple-

ooreenkomstig die prosedure wat hieronder uiteengesit word, ten einde uitvoering te gee aan die doelstellings in die reëls van die Fonds vervat:

- (a) Elke werkgever moet elke week of maand, na gelang van die geval, van die loon van elkeen van sy werknemers die bedrag aftrek wat ingevolge die reëls van die Fonds bereken is en soos in Aanhangsel A van hierdie Ooreenkoms uiteengesit is: Met dien verstande dat aftrekkings slegs gemaak moet word nadat 'n nuwe werknemer drie maande diens by sy werkgever voltooi het. By die bedrag aldus afgetrek, moet die werkgever die bedrag byvoeg soos in Aanhangsel A van hierdie Ooreenkoms uiteengesit.
 - (b) Die werkgever moet die totaal van die bedrae in paragraaf (a) bedoen aan die administrateurs van die Fonds stuur voor of op die 15de dag van die maand wat volg op die maand waarin die aftrekkings gedoen is.
 - (c) Elke werkgever moet binne 15 dae vanaf die datum waarop hy daartoe versoek word aan die administrateurs van die Fonds dié inligting omtrent sy werknemers voorlê wat vir die doel van die Fonds nodig is.
- (2) Vir die toepassing van hierdie klousule beteken „administrateurs van die Fonds” die Bestuurskomitee wat ingevolge die reëls van die Fonds aangestel is.

16. NAKOMING VAN DIE REËLS VAN DIE FONDS

Elke werkgever en werknemer moet te alle tye die reëls van die Fonds nakom. Vir die toepassing van hierdie klousule sluit die benaming „reëls” alle wysigings in van die reëls wat van tyd tot tyd goedgekeur word.

17. SIEKTEVERLOF

(1) 'n Werkgever moet aan 'n werknemer, uitgesonderd 'n los werknemer, wat by hom in diens is en van die werk afwesig is weens ongeskiktheid minstens altesaam 36 werkdade siekteverlof toestaan gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom en so 'n werknemer vir die tydperk van afwesigheid kragtens hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk sou gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging as een werkdag vir elke voltooide maand diens geregtig is nie;
- (ii) 'n werkgever, as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie subklousule deur 'n werknemer geëis word vir afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en waarop die aard en duur van die werknemer se ongeskiktheid aangedui word: Met dien verstande dat waar 'n werknemer gedurende 'n tydperk van tot agt weke, by twee of meer geleenthede kragtens hierdie klousule betaling ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik volg op die laaste sodanige geleentheid, van hom kan vereis om so 'n sertifikaat voor te lê ten opsigte van enige afwesigheid van die werk af;
- (iii) waar daar ingevolge 'n wet van 'n werkgever vereis word om die koste van hospitaal- of mediese behandeling vir 'n werknemer te betaal vir enige ongeskiktheid, en hy dit wel betaal, die bedrag aldus betaal, afgetrek kan word van die betaling wat ingevolge hierdie subklousule verskuldig is vir afwesigheid met siekteverlof weens sodanige ongeskiktheid;
- (iv) hierdie subklousule nie van toepassing is nie op 'n tydperk van ongeskiktheid van 'n werknemer waarvoor die werkgever ingevolge enige ander wet verplig is om die werknemer minstens sy loon te betaal.

(2) Vir die toepassing van hierdie klousule—

- (a) omvat „besoldiging” of „loon” ook die lewenskostetoelae wat ingevolge 'n wet of andersins aan 'n werknemer betaal word of betaalbaar is;
- (b) omvat „diens” ook enige tydperk waarin 'n werknemer—
 - (i) kragtens klousule 7 (2) met verlof is; of
 - (ii) kragtens subklousule (1) met siekteverlof is; of
 - (iii) op las of versoek van sy werkgever van die werk afwesig is; of
 - (iv) militêre diens ondergaan;
 wat altesaam in 'n enkele jaar hoogstens 10 weke beloop ten opsigte van die tydperke in subparagrafe (i), (ii) en (iii) bedoel, plus tot vier maande van 'n tydperk van militêre diens in subparagraaf (iv) bedoel, wat in daardie jaar ondergaan is, en aaneenlopende diens van 'n werknemer by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms word vir die toepassing van hierdie klousule geag diens te wees, en siekteverlof met volle besoldiging wat aan so 'n werknemer toegestaan word gedurende so 'n tydperk, word vir die toepassing van hierdie klousule geag kragtens hierdie Ooreenkoms toegestaan te wees; en

menting the objects set forth in the Rules of the Fund, the collection of contributions in accordance with the procedure detailed hereunder:

- (a) Every employer shall each week or month, as the case may be, deduct from the wage of each of his employees the amount calculated in terms of the Rules of the Fund and as set out in Annexure A to this Agreement: Provided that the deductions shall be made only after a new employee has completed three months' service with his employer. To the amount so deducted, the employer shall add the amount as set out in Annexure A to this Agreement.
 - (b) The total of the amounts referred to in paragraph (a) shall be forwarded by the employer to the administrators of the Fund not later than the 15th day of the month following the month during which the deductions were made.
 - (c) Every employer shall within 15 days from the date on which he is requested to do so, submit to the administrators of the Fund such information concerning his employees as may be required for the purposes of the Fund.
- (2) For the purposes of this clause, „administrators of the Fund” shall mean the Management Committee appointed in terms of the Rules of the Fund.

16. COMPLIANCE WITH THE RULES OF THE FUND

Every employer and employee shall comply at all times with the Rules of the Fund. For the purposes of this clause, the term „Rules” shall include any amendments to the rules adopted from time to time.

17. 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 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 the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period 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 require him to produce such a certificate in respect of any absence from work;
- (iii) where an employer is by law 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;
- (iv) the provisions of this subclause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his wage.

(2) For the purpose 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 (2); or
 - (ii) is on sick leave in terms of subclause (1); or
 - (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 be granted under this Agreement; and

- (c) beteken „ongeskiktheid” arbeidsongeskiktheid weens siekte of 'n besering, uitgesonderd siekte of 'n besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige ongeskiktheid veroorsaak deur 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet (Wet 30 van 1941) betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

18. VRYSTELLINGS

(1) Die Raad kan enigeen om 'n afdoende rede van enigeen van die bepalings van hierdie Ooreenkoms vrystel.

(2) Die Raad moet, ten opsigte van almal aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word asook die tydperk waarvoor die vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, na een week skriftelike kennis aan die betrokke persone gegee is, enige vrystellingstifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling in ooreenstemming met subklousule (1) van hierdie klousule verleen is, 'n vrystellingstifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

- Die volle naam van die betrokke persoon;
 - Die bepalings van die Ooreenkoms waarvan hy vrygestel is;
 - die voorwaardes vasgestel in ooreenstemming met die bepalings van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen is; en
 - die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- 'n kopie behou van elke stifikaat wat uitgereik is;
 - waar vrystelling aan 'n werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgewer stuur.

19. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20 sent per week aftrek van die verdienste van elk van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en vyf sent van elke los werknemer vir elke week waarin hy by daardie werkgewer in diens was. By die totale bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad stuur: Met dien verstande dat die bepalings van hierdie klousule nie op 'n vakleerling of 'n algemene assistent van toepassing is nie.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

21. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die administrasie van die Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige persoon toe te laat om dié persele binne te gaan, dié navrae te doen en te voltooi en dié boeke, dokumente, loonstate, tydstate en betaalkaarte te ondersoek en alles te doen wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word. Niemand mag 'n valse verklaring aan so 'n agent in die loop van sy ondersoek doen nie.

22. VERTONING VAN OOREENKOMS

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

23. BEHEER VAN PERSELE

Geen werkgewer mag die Haarkappersbedryf beoefen nie op 'n perseel—

- wat nie behoorlik verlig en geventileer en van 'n voldoende voorraad lopende water voorsien is nie;
- wat nie oor geglasuurde wasbakke met vuilwaterpype en 'n stelsel vir die onskadelike wegdoening van vuilwater beskik nie;
- waarvan die mure en vloere nie gebou is van materiaal wat skoon gehou kan word nie;

- (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 any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

18. EXEMPTIONS

(1) The Council may grant exemption 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—

- the full name of the person concerned;
 - the provisions of the Agreement from which exemption was granted;
 - the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
 - the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- retain a copy of each licence issued;
 - where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

19. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council every employer shall deduct 20 cents per week from the earnings of each of his employees for whom wages are prescribed in this Agreement, and five cents for each casual employee in respect of each week during which he was employed by that employer. To the total amounts so deducted the employer shall add a like amount and remit the total sum to the Secretary of the Council not later than the seventh day of each month: Provided that the provisions of this clause shall not apply to an apprentice, or a general assistant.

20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall give to any 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.

21. AGENTS

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

22. EXHIBITION OF AGREEMENT

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

23. CONTROL OF PREMISES

No employer shall carry on the Hairdressing Trade in premises—

- which are not adequately lighted and ventilated and provided with an adequate supply of running water;
- which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- the walls and floors of which are not constructed of material which will permit of their being kept clean;

- (d) wat uitgerus is met rakke, los of vaste toebehoere wat nie van glas, marmar of leiklip gemaak of met emalje afgewerk of met sink of 'n ander materiaal wat maklik skoongemaak kan word en duursaam is, bedek is nie;
- (e) waarvan 'n gedeelte as slaapvertrek of 'n plek vir die bewaring of voorbereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word, van sodanige plek geskei is deur middel van 'n muur of mure sonder deure, vensters, openings of 'n ander verbinding daarmee.

24. LEDEGELD AAN DIE PORT ELIZABETH AND UITENHAGE MASTER HAIRDRESSERS' ASSOCIATION

(1) Elke werkgewer wat lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association is, moet voor of op 1 Junie elke jaar sy jaarlikse ledegeld wat aan genoemde vereniging betaalbaar is, aan die Sekretaris van die Raad stuur.

(2) Die Raad moet die ledegeld wat hy in ooreenstemming met subklusule (1) ontvang, aan genoemde vereniging betaal binne een maand nadat hy dit ontvang het.

25. VERTOLKING VAN OOREENKOMS

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

(2) Geskille wat in die Bedryf ontstaan, moet na die Raad verwys word vir behandeling ooreenkomstig sy konstitusie.

Namens die partye op hede die 10de dag van November 1980 te Port Elizabeth onderteken.

MEV. B. M. BAUER, (Voorsitter van die Raad)

J. E. COATES, (Ondervoorsitter van die Raad)

L. E. A. CALLIGHAN, (Sekretaris van die Raad)

- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finishing with enamel, or covered with zinc or other readily cleansable or durable material;
- (e) any portion of which is used as a sleeping apartment or place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

24. SUBSCRIPTIONS TO THE PORT ELIZABETH AND UITENHAGE MASTER HAIRDRESSERS' ASSOCIATION

(1) Every employer who is a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association, shall not later than the first day of June of each year, forward to the Secretary of the Council his annual subscription payable to the said Association.

(2) Subscriptions received by the Council in accordance with the provisions of subclause (1) shall be paid to the said Association within one month of receipt thereof.

25. INTERPRETATION OF AGREEMENT

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

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

Signed on behalf of the parties at Port Elizabeth on this 10th day of November 1980.

MRS. B. M. BAUER, (Chairman of the Council)

J. E. COATES, (Vice-Chairman of the Council)

L. E. A. CALLAGHAN, (Secretary of the Council)

AANHANGSEL A

M.C.G.-MEDIËSE FONDS

BYLAE VAN LEDE SE BYDRAES

By die bedrae wat lede ooreenkomstig hierdie Bylae bydra, moet die werkgewer 'n bedrag voeg wat gelyk is daaraan en die totale bedrag voor of op die 15de dag van die daaropvolgende maand aan die Fonds stuur.

Groep 1			Groep 2		Groep 3	
Tot	Maandeliks R104	Weekliks R24	Maandeliks R130	Weekliks R30	Maandeliks R173	Weekliks R40
M	1,21	0,28	1,42	0,33	1,68	0,39
M1	2,41	0,56	2,84	0,66	3,35	0,78
M2	3,62	0,84	4,26	0,99	5,03	1,17
M3	4,00	0,93	4,73	1,10	5,59	1,30
M4	4,39	1,02	5,21	1,21	6,15	1,43

Groep 4			Groep 5		Groep 6	
Tot	Maandeliks R217	Weekliks R50	Maandeliks R260	Weekliks R60	Maandeliks R303	Weekliks R70
M	1,94	0,45	2,32	0,54	2,75	0,64
M1	3,87	0,90	4,64	1,08	5,50	1,28
M2	5,81	1,35	6,97	1,62	8,26	1,92
M3	6,45	1,50	7,70	1,79	9,16	2,13
M4	7,10	1,65	8,43	1,96	10,06	2,34

Groep 7			Groep 8		Groep 9	
Tot	Maandeliks R347	Weekliks R80	Maandeliks R390	Weekliks R90	Maandeliks R450	Weekliks R105
M	3,46	0,80	4,30	1,00	5,59	1,30
M1	6,92	1,60	8,60	2,00	11,18	2,60
M2	10,39	2,40	12,90	3,00	15,48	3,60
M3	11,49	2,67	14,32	3,33	17,33	4,03
M4	12,65	2,94	15,74	3,66	19,18	4,06

Groep 10			Groep 11		Groep 12	
Tot	Maandeliks R520	Weekliks R120	Maandeliks R650	Weekliks R150	Maandeliks R650+	Weekliks R150+
M	7,10	1,65	8,60	2,00	10,75	2,50
M1	14,19	3,30	17,20	4,00	21,50	5,00
M2	17,63	4,10	20,21	4,70	24,51	5,70
M3	19,57	4,55	21,93	5,10	25,80	6,00
M4	21,50	5,00	23,65	5,50	27,09	6,30

OPMERKING: Bydraes is betaalbaar op 'n maandelikse grondslag en die weeklikse afrekkings word slegs geriefshalwe aangegee.

SLEUTEL: „M” beteken 'n lid met geen afhanklikes.
„M1” beteken 'n lid met een afhanklike.
„M2” beteken 'n lid met twee afhanklikes.
„M3” beteken 'n lid met drie afhanklikes.
„M4” beteken 'n lid met vier of meer afhanklikes.

ANNEXURE A

M.C.G. MEDICAL FUND

SCHEDULE OF MEMBERS' CONTRIBUTIONS

To the amounts contributed by members in terms of this Schedule the employer shall add a like amount and forward the resultant total to the Fund by not later than the 15th of the month immediately following.

Group 1			Group 2		Group 3	
Up to	Monthly R104	Weekly R24	Monthly R130	Weekly R30	Monthly R173	Weekly R40
M	1,21	0,28	1,42	0,33	1,68	0,39
M1	2,41	0,56	2,84	0,66	3,35	0,78
M2	3,62	0,84	4,26	0,99	5,03	1,17
M3	4,00	0,93	4,73	1,10	5,59	1,30
M4	4,39	1,02	5,21	1,21	6,15	1,43

Group 4			Group 5		Group 6	
Up to	Monthly R217	Weekly R50	Monthly R260	Weekly R60	Monthly R303	Weekly R70
M	1,94	0,45	2,32	0,54	2,75	0,64
M1	3,87	0,90	4,64	1,08	5,50	1,28
M2	5,81	1,35	6,97	1,62	8,26	1,92
M3	6,45	1,50	7,70	1,79	9,16	2,13
M4	7,10	1,65	8,43	1,96	10,06	2,34

Group 7			Group 8		Group 9	
Up to	Monthly R347	Weekly R80	Monthly R490	Weekly R90	Monthly R450	Weekly R105
M	3,46	0,80	4,30	1,00	5,59	1,30
M1	6,92	1,60	8,60	2,00	11,18	2,60
M2	10,39	2,40	12,90	3,00	15,48	3,60
M3	11,49	2,67	14,32	3,33	17,33	4,03
M4	12,65	2,94	15,74	3,66	19,18	4,46

Group 10			Group 11		Group 12	
Up to	Monthly R520	Weekly R120	Monthly R650	Weekly R150	Monthly R650+	Weekly R150+
M	7,10	1,65	8,60	2,00	10,75	2,50
M1	14,19	3,30	17,20	4,00	21,50	5,00
M2	17,63	4,10	20,21	4,70	24,51	5,70
M3	19,57	4,55	21,93	5,10	25,80	6,00
M4	21,50	5,00	23,65	5,50	27,09	6,30

NOTE: Contributions are payable on a monthly basis and the weekly deductions are shown above for convenience only.

KEY: „M” means member having no dependants
„M1” means member having one dependant
„M2” means member having two dependants
„M3” means member having three dependants
„M4” means member having four or more dependants

AANHANGSEL B

M.C.G.-MEDIËSE FONDS

BYLAE VAN BYSTAND

Lede is geregtig op die volgende bystand ten opsigte van hulself en hul afhanklikes:

1 ALGEMENE PRAKTIJSYN

1.1 100% van die geldetarief of van die koste in die geval van die Fonds se paneeldokters vir konsultasie, besoeke, diagnostiese ondersoeke, behandelings, chirurgiese operasies en prosedures.

1.2 100% van die koste van materiaal vir insputings en medisyne wat deur die dokter verskaf word.

2. SPESIALISTE

2.1 100% van die geldetarief vir konsultasies, besoeke, diagnostiese ondersoeke, behandelings, chirurgiese operasies en prosedures: Met dien verstande dat die konsultasie of besoek deur die huisdokter aanbeveel word.

2.2 100% van die koste van materiaal vir insputings en medisyne wat deur die dokter verskaf word.

2.3 100% van die geldetarief vir chirurgiese prosedures en operasies.

3. HOSPITALISASIE

3.1 Akkommodasie-, teater- en herstelsaalgelde: 100% van die tarief vir 'n algemene saal mits dié geld nie meer is as 80% van die geldetarief vir private hospitale nie.

3.2 100% van die koste van ontsmettingsmiddels, medisyne, verbande en materiaal vir insputings wat verskaf word terwyl die pasiënt in die hospitaal is.

3.3 Waakeenheid (W.E.): 100% van die goedgekeurde tarief van private hospitale sonder beperking op die getal dae—indien die mediese praktisyn gesertifiseer het dat dit nodig is vir die pasiënt se herstel.

4. MEDISYNE

4.1 100% van die koste van medisyne en materiaal vir insputings vir inenting deur 'n mediese praktisyn of tandarts voorgeskryf, uitgesonderd dié toegedien of verskaf terwyl die pasiënt in die hospitaal is, nadat 50c vir elke item van 'n voorskrif, tot 'n maksimum van R2,00 ten opsigte van elke voorskrif wat die lid self moet betaal, afgetrek is. Die maksimum bystand in 'n boekjaar is beperk tot . . .

Een lid	R200
lid met afhanklikes	R400.

5. TANDHEELKUNDIGE DIENSTE

5.1 100% van die geldetarief of van die koste in die geval van die Fonds se paneeltandartse vir gewone tandvulsels (sement, silikaat, silwerallui), ondersoeke, profilakse en X-strale.

5.2 100% van die geldetarief of van die koste in die geval van die Fonds se paneeltandartse vir—

5.2.1 tandtrekking

5.2.2 kunstande, herstel van kunstande, kroon- of brugwerk, en ortodontie: Met dien verstande dat in gebiede waar daar paneeltandartse beskikbaar is die maksimum jaarlikse bystand aan lede wat nie-paneeltandartse besoek R75 is vir een lid en R110 vir 'n lid met afhanklikes, maar in gebiede waar daar nie-paneeltandartse beskikbaar is nie die totale jaarlikse bystand R120 is vir een lid en R180 vir 'n lid met afhanklikes: Met dien verstande dat hierdie beperkings nie van toepassing is op die bystand in klousule 5.1 bedoel nie.

5.3 100% van die geldetarief vir bokaakgesigchirurgie, mits dit vooraf deur die Fonds goedgekeur is.

5.4 Die gesamentlike jaarlikse maksimum bystand is—
lid sonder afhanklikes R90,00 per lid per jaar
lid met afhanklikes R180,00 per lid per jaar.

6. HULPDIENSTE

6.1 Bloedtoetappings

100% van die koste (d.w.s. die koste van bloed, apparaat en die bedienersgelde).

6.2 Fisioterapie

100% van die toepaslike tarief, indien deur 'n dokter voorgeskryf: Met dien verstande dat dié bystand hoogstens 20 behandelings insluit.

6.3 Voetheelkunde

100% van die koste, indien deur 'n algemene praktisyn voorgeskryf, met 'n maksimum van R50 per jaar.

6.4 Kliniese sielkunde

100% van die geldetarief vir psigiatrie ten opsigte van dienste deur 'n geregistreerde kliniese sielkundige gelewer, indien dié dienste deur 'n mediese praktisyn aanbeveel is. Die maksimum bystand moet hoogstens 20 behandelings insluit.

6.5 Chiropaktisyns

100% van die geldetarief vir fisioterapie met 'n maksimum van 20 behandelings.

ANNEXURE B

M.C.G. MEDICAL FUND

SCHEDULE OF BENEFITS

Members shall be entitled to the following benefits in respect of themselves and their dependants:

1 GENERAL PRACTITIONER

1.1 100% of the tariff of fees or of the cost in the case of the Fund's panel doctors for consultations, visits, diagnostic examinations, treatments, surgical operations and procedures.

1.2 100% of the cost of materials for injections and medicines provided by the doctor.

2. SPECIALISTS

2.1 100% of the tariff of fees for consultations, visits, diagnostic examinations, treatments, surgical operations and procedures: Provided that the consultation or visit is recommended by the attending doctor.

2.2 100% of the cost of material for injections and medicines provided by the doctor.

2.3 100% of the tariff of fees for surgical procedures and operations.

3. HOSPITALISATION

3.1 Accommodation, theatre fees and recovery ward fees: 100% of the tariff for a general ward provided such fee does not exceed 80% of the tariff of fees for private hospitals.

3.2 100% of the cost of disinfectants, medicines, bandages and material for injections supplied whilst accommodated in hospital.

3.3 Intensive Care Unit (I.C.U.): 100% of approved tariff of private hospitals with no limit on the number of days—when certified by a medical practitioner as necessary for the recovery of the patient.

4. MEDICINES

4.1 100% of the cost of medicine and materials for injections for vaccinations prescribed by a medical practitioner or dentist, excluding those administered or supplied whilst accommodated in a hospital, after 50 cents for each item in any prescription, to a maximum of R2,00 in respect of any one prescription payable by the member himself, has been deducted. The maximum benefits in any financial year are limited to—

single member	R200
member with dependants	R400

5. DENTAL SERVICES

5.1 100% of the tariff of fees or of the cost in the case of the Fund's panel dentists for ordinary fillings (cement, silicate, silver alloy), examinations, prophylaxis and X-rays.

5.2 100% of the tariff of fees or of the cost in the case of the Fund's panel dentists for—

5.2.1 extractions

5.2.2 dentures, repairs of dentures, crown and bridge work, and orthodontics: Provided that in areas where panel dentists are available, the maximum annual benefit to members attending non-panel dentists shall be R75 for a single member and R110 for a member with dependants; but in areas where panel dentists are not available, the total annual benefit shall be R120 for a single member and R180 for a member with dependants: Provided that these limits shall not apply to the benefits referred to in clause 5.1.

5.3 100% of the tariff of fees for maxillo-facial surgery, subject to the prior approval of the Fund.

5.4 The combined annual maximum benefit shall be—
member without dependants R90,00 per member per annum
member with dependants R18,00 per member per annum.

6. AUXILIARY SERVICES

6.1 Blood transfusions

100% of the cost (i.e. the cost of blood, apparatus and the operator's fees).

6.2 Physiotherapy

100% of the tariff applicable, when prescribed by a doctor: Provided that this benefit shall not exceed 20 treatments.

6.3 Chiropody

100% of the cost, if prescribed by a general practitioner, with a maximum of R50 per annum.

6.4 Clinical psychology

100% of the tariff of fees for psychiatry in respect of services rendered by a registered clinical psychologist, if these services have been recommended by a medical practitioner. The maximum benefit is 20 treatments.

6.5 Chiropactors

100% of the tariff of fees for physiotherapy with a maximum of 20 treatments.

6.6 *Private verpleging*

100% van die koste van private verpleging, mits die Bestuurskomitee dit goedgekeur het: Met dien verstande dat 'n mediese praktisyn die verpleegdienste van 'n geregistreerde verpleegster by 'n lid se woning in plaas van hospitalisasie voorgeskryf het en hy toesig oor die geval hou. Die maksimum geld is 80% van die tarief vir 'n algemene saal in 'n provinsiale hospitaal, met 'n maksimum van 60 dae. Spesiale verplegingsdienste gedurende 'n lid se verblyf in 'n hospitaal kom nie in aanmerking vir bystand nie.

6.7 *Optometriese dienste*

Die koste van visuele ondersoek deur 'n optometris en vir die verskaffing van lense en rame, uitgesonderd kontaklense, tot 'n bedrag van hoogstens R6 per lid per jaar.

6.8 *Ambulans*

100% van die koste van ambulansdienste na die naaste provinsiale hospitaal of vir vervoer van een hospitaal na 'n ander of vir vervoer van 'n hospitaal na die gewone woonplek van die pasiënt as 'n dokter gesertifiseer het dat dié vervoer noodsaaklik is vir die pasiënt se belange. 'n Maksimum van R20 is betaalbaar vir die duur van elke geval.

7. Daar is geen beperking van toepassing op totale bystand nie.

L.W.Ten einde vir bystand in aanmerking te kom, word die volgende bydraes vereis:

Medies en farmaseuties	4 weke
Tande: Chirurgie en vulsels	4 weke
Kunstande	52 weke
Bevallings	9 maande: Met dien verstande dat die vrou vir dié tydperk as 'n afhanklike geregistreer is.

6.6 *Private nursing*

100% of the cost of private nursing services, subject to the approval of the Management Committee: Provided that a medical practitioner prescribed the nursing services of a registered nurse in the home of a member instead of a stay in hospital and remains in supervision of the case. Maximum fee being 80% of a general ward rate of a provincial hospital, subject to 60 days. Special nursing services during a member's stay in hospital do not qualify for benefits.

6.7 *Optometric Services*

The cost of visual examination by an optometrist and for the supply of lenses and frames, excluding contact lenses, to an amount not exceeding R6 per member per annum.

6.8 *Ambulance*

100% of the cost of ambulance services to the nearest provincial hospital or for transport from one hospital to another or for transport from a hospital to the regular abode of the patient when such transport has been certified by a doctor as being essential to the patient's interest. A maximum of R20 is payable for the duration of each case.

7. No limits are applied to total benefits.

N.B. To qualify for benefits the following contributions are required:

Medical and pharmaceutical	4 weeks
Dental: Surgery and fillings	4 weeks
Dentures	52 weeks
Confinement benefits	9 months: Provided that the wife is registered as a dependant for that period of time.

INHOUD

Departement van Mannekrag

GOEWERMENTSKENNISGEWING

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