

EXTRAORDINARY



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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICE.

GOEWERMENTSKENNISGEWING.

The following Government Notice is published for general information:—

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTMENT OF LABOUR.

DEPARTEMENT VAN ARBEID.

* No. 1493.]

[15 June 1951.]

* No. 1493.]

[15 Junie 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

NYWERHEID-VERSOENINGSWET, 1937.

HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE.

HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) in terms of sub-section (1) of section *forty-eight*, of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 13 (inclusive), 15 to 17 (inclusive), 20 and 21 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the municipal areas of Port Elizabeth and Uitenhage; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal areas of Port Elizabeth and Uitenhage and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in Clauses 3 to 13 (inclusive), 16, 17, 20 and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee", contained in section one of the said Act.

P. O. SAUER,
Acting Minister of Labour.

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 13, 15 tot en met 17, 20 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebiede Port Elizabeth en Uitenhage; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 3 tot en met 13, 16, 17, 20 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag in die munisipale gebiede Port Elizabeth en Uitenhage *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf, wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

SCHEDULE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, 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 the 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 in the municipal areas of Port Elizabeth and Uitenhage, by all employers and employees who are members of the employers' organisation and trade union, provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944, or Wage Determination No. 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage or any contract entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and remains in force for a period of two 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 intension appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 36 of 1937; "apprentice" means an employee serving under written contract of apprenticeship, registered or deemed to have been registered under the Apprenticeship Act, 1944; or who is serving a written contract of apprenticeship entered into and registered in terms of the provisions of Wage Determination No. 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage;

"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 and Uitenhage), registered in terms of section nineteen of the Industrial Conciliation Act of 1937;

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

"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 Hairdressing Trade in which toilet services, as herein defined, are rendered to male persons and shall include the cutting only of ladies' hair;

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

"ladies trade" means the branch of the Hairdressing Trade in which toilet services are rendered to female persons but but does not include the cutting of hair carried out in connection with toilet services rendered to males;

"minor" means an employee under the age of twenty-one years, employed in a trade designated under the Apprenticeship Act, 1922, or under the Apprenticeship Act, 1944, or in terms of the provisions of Wage Determination No. 47 relating to the Hairdressing Trade in the Magisterial District of Port Elizabeth and Uitenhage, during the probationary period of three months which he may be so employed without a contract of apprenticeship;

"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 who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended or the Apprenticeship Act, 1944, or in terms of Wage Determination No. 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage; or

BYLAE.

OOREENKOMS

kragtens die bepalinge van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit en aangegaan deur die

„Port Elizabeth and Uitenhage Master Hairdressers' Association”,

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

„S.A. Hairdressers Employees' Industrial Union (Port Elizabeth and Midlands Branch)”,

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

wat die partye by die „Industrial Council for the Hairdressing Trade (Port Elizabeth and Uitenhage)” is.

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die kappersbedryf in die munisipale gebiede Port Elizabeth en Uitenhage nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is: Met dien verstande dat hulle alleen vir sover hulle nie met die bepalinge van die Vakleerlingenwet, 1922, of die Wet op Vakleerlinge, 1944, of Loonvasstelling No. 47 met betrekking tot die haarkappersbedryf in die magistraatsdistrikte Port Elizabeth en Uitenhage, of met 'n kontrak ingevolge daarvan gesluit, of voorwaardes ingevolge daarvan vasgestel, strydig is nie, op vakleerlinge van toepassing is.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel kragtens artikel agt-en-veertig van die Wet en bly van krag vir 'n termyn van twee jaar of vir die termyn wat hy kan vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Wet bepaal is, het dieselfde betekenis as in die Wet; alle verwysings na 'n wet of ordonnansie sluit alle wysings van daardie wet of ordonnansie in; en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts tensy strydig met die samehang beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;

„vakleerling”, 'n werknemer wat ingevolge 'n skriftelike vakleerlingkontrak, geregistreer, of beskou as geregistreer te wees, kragtens die Wet op Vakleerlinge, 1944, in diens is; of wat in diens is ingevolge 'n skriftelike leerlingskontrak wat gesluit en geregistreer is kragtens Loonvasstelling No. 47 met betrekking tot die kappersbedryf in die magistraatsgebiede Port Elizabeth en Uitenhage;

„los werknemer”, 'n kapper (manlik of vroulik) wat vir hoogstens twee agtereenvolgende dae in 'n week by dieselfde werkgewer in diens is;

„los algemene assistent”, 'n algemene assistent wat hoogstens twee agtereenvolgende ure op 'n dag by dieselfde werkgewer in diens is;

„Raad”, die „Industrial Council for the Hairdressing Trade (Port Elizabeth and Uitenhage)”, geregistreer kragtens artikel negentien van die Nywerheid-versoeningswet van 1937;

„inrigting”, elke plek waarin aan blankes toilet dienste verleen word;

„ervaring”, die totale tydperk of tydperke van diens wat 'n werknemer in die kappersbedryf het, maar sluit nie diens as 'n algemene assistent in nie;

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

„mansafdeling”, die tak van die haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan manlike persone verleen word en dit sluit slegs die kap van dames se hare in; „haarkappersbedryf”, die bedryf wat in 'n inrigting uitgeoefen word;

„damesafdeling”, dié tak van die haarkappersbedryf waarin toilet dienste aan vroulike persone verleen word maar sluit nie haarsny in wat in verband met toilet dienste aan manlike persone verleen word, in nie;

„minderjarige”, 'n werknemer onder een-en-twintig jaar oud wat in 'n bedryf soos bepaal ingevolge die vakleerlingenwet, 1922, of ingevolge die Wet op Vakleerlinge, 1944, of ingevolge die bepalinge van Loonvasstelling No. 47 met betrekking tot die haarkappersbedryf in die magistraatsdistrikte Port Elizabeth en Uitenhage, gedurende die proeftydperk van drie maande waarin hy aldus in diens mag wees sonder 'n vakleerlingkontrak, in diens is;

„premie”, sonder om in enige opsig die gewone betekenis van die woord te beperk, elke vergoeding van watter aard ook wat in ruil vir die opleiding van 'n werknemer in enige of al twee afdelings van die haarkappersbedryf gegee word; „gekwalifiseerde haarkappersassistent”, 'n werknemer wat—

(a) 'n vakleerlingkontrak ingevolge die Vakleerlingenwet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, of ingevolge die bepalinge van Loonvasstelling No. 47 met betrekking tot die haarkappersbedryf in die magistraatsdistrikte Port Elizabeth en Uitenhage uitgedien het; of

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 deduction 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 any employee:—

- (a) Save as provided in section 7 where an employee absents himself from work, a pro rata amount for the period of such absence.
- (b) Contributions to Council funds in terms of section 17 of this Agreement.
- (c) With the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, or contributions to the funds of the trade union, and for savings funds approved by the Council.
- (d) Any amount paid by an employee compelled by any law, ordinance, or legal process to make payments on behalf of an employee.

(3) Wages due in terms of section 4 and any other remuneration due to any employee on a weekly contract of employment shall be paid weekly on Friday at 5.30 p.m. at the latest. Where Friday is a public holiday, payment shall be made on the previous business day at 5.30 p.m. at the latest; where an employee is under 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 5.30 p.m. at the latest or at 12 noon at the latest in the event of such 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) for more than 46 hours excluding meal hours in any one week;
- (b) for more than 8½ hours, between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- (c) for more than 4½ hours between 8 a.m. and 1 p.m. 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 12 noon 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 time of finishing off of each employee.

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

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

(5) No employee shall be entitled to keep open his premises at times other than those laid down in this section save and except for the purpose of cleaning and airing such premises.

(6) *Meal Breaks.*—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 for 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 breaks shall be taken between 12 noon and 2 p.m. on each and every working day except Saturday.

7. ANNUAL LEAVE AND PAYMENT.

(1) All statutory public holidays 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) Every employer shall grant to every employee employed by him two weeks' consecutive leave of absence on full pay in respect of each year of his services with the same employer, covering a period of 12 working days, provided that—

- (a) such leave shall be taken at the reasonable convenience of the employer but so as to commence within two months after falling due and cannot be accumulated;

5. BETALING VAN LONE EN GEMAGTIGDE KORTINGS.

(1) Lone moet weekliks, of, na gelang van die geval, maandeliks kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag eindig, in welke geval die loon onmiddellik by die beëindiging betaal moet word. Die verskuldigde loon moet in 'n geslote koevert gesit word wat die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling gedoen word, alle kortings wat kragtens hierdie Ooreenkoms afgetrek word, en die bedrag in die koevert bevat, moet vermeld. 'n Los werknemer moet die besoldiging wat aan hom verskuldig is by beëindiging van elke dienskontrak betaal word.

(2) Geen kortings hoegenaamd, behalwe die onderstaande, kan van die geld wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- (a) Behoudens soos bepaal in artikel 7, as 'n werknemer van die werk af wegbly, 'n pro rata bedrag vir die tydperk van daardie afwesigheid;
- (b) bydraes aan die Raadsfonds ingevolge artikel 17 van hierdie Ooreenkoms;
- (c) met skriftelike toestemming van die werknemer, kortings vir verlof, werkloosheid-, siekte-, versekering-, of pensioen-fondse of bydraes aan die Vakverenigingsfonds, en vir spaarfondse wat deur die Raad goedgekeur is;
- (d) elke bedrag wat deur die werkgever namens die werknemer betaal word kragtens 'n wet, ordonnansie, of regsgeding wat hom verplig om namens 'n werknemer te betaal.

(3) Lone wat ingevolge artikel 4 verskuldig is en alle ander besoldiging wat aan 'n werknemer onder 'n weeklikse dienskontrak verskuldig is, moet uiterlik om 5.30 nm. op Vrydag betaal word. As Vrydag 'n openbare vakansiedag is, moet betaling uiterlik om 5.30 nm. op die vorige besigheidsdag geskied; as 'n werknemer onder 'n maandelikse dienskontrak is, moet daardie werknemer alle besoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, uiterlik om 5.30 nm. op die laaste besigheidsdag van elke maand, of uiterlik om 12-uur middag, as daardie dag op Saterdag val, betaal word.

(4) Betaling van lone moet geskied op die plek waar die werknemer werklik werksaam is op die tyd wanneer lone verskuldig is.

6. WERKURE.

(1) Geen werkgever kan van 'n werknemer vereis, of hom toestaan, en geen werknemer kan toestem, om te werk nie—

- (a) vir meer as 46 uur, met uitsondering van etensure, per week;
- (b) vir meer as 8½ uur tussen die ure 8 vm. en 6 vm. op Maandag, Dinsdag, Woensdag, Donderdag, en Vrydag;
- (c) vir meer as 4½ uur tussen die ure 8 vm. en 1 nm. op Saterdag.

(2) Elke werkgever moet op 'n opvallende plek in sy inrigting 'n tydrooster vertoon hou wat die volle name van al sy werknemers vermeld. Daardie tydrooster moet op of voor 12-uur middag op die laaste werkdag van die week voor die week waarop daardie tydrooster betrekking het, vertoon word en moet duidelik die begintyd van die werk, die middag-etensuur en die stakings tyd van werk vir elke werknemer aantoon.

(3) *Werkure moet aaneenlopend wees.*—Alle werkure van 'n werknemer moet aaneenlopend wees, met uitsondering van etensure.

(4) *Verbod op oortyd.*—Van geen werknemer kan vereis, of hom toegestaan word om meer as die getal ure wat in subartikel (1) voorgeskryf word, of wat in die kennisgewing waarna in subartikel (2) van hierdie artikel verwys word, te werk nie.

(5) Geen werkgever het die reg om sy persele op ander tye as dié wat in hierdie artikel bepaal word oop te hou nie, behalwe vir die doel om sulke persele skoon te maak en te lug.

(6) *Etensonderbrekings.*—Geen werkgever kan van 'n werknemer vereis, of hom toestaan, om op 'n dag meer as vyf uur aaneen te werk sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie en daardie onderbreking moet nie as deel van die gewone werkure, of as oortyd, gereken word nie: Met dien verstande dat—

- (a) as daardie onderbreking langer as een uur duur, alle tyd oor een-en-eenkwartier, as gewone werkure gereken word;
- (b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken word;
- (c) etensonderbrekings tussen die ure 12 middag en 2 nm. op elke werkdag, behalwe Saterdag, geneem moet word.

7. JAARLIKSE VERLOF EN BETALING.

(1) Alle wetlike openbare vakansiedae is vakansiedae met volle betaling en geen werkgever kan van 'n werknemer vereis, of hom toestaan, en geen werknemer kan toestem, om op sodanige dag te werk nie.

(2) Elke werkgever moet aan elke werknemer in sy diens ten opsigte van elke jaar diens by dieselfde werkgever, twee agtereenvolgende weke afwesigheidsverlof met volle betaling toestaan wat 'n tydperk van 12 werkdag dek: Met dien verstande dat—

- (a) Daardie verlof op 'n tyd wat vir die werkgever redelik gerieflik is, geneem moet word, maar so dat dit binne twee maande na dit verskuldig geword het, begin en daardie verlof kan nie ooploop nie;

- (b) should any public holiday as defined in sub-section (1) of this section 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 sub-section;
- (c) should an employee terminate his employment before qualifying for leave and after working for at least one month, he shall be paid an amount calculated at one twenty-fifth 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 section 5 (1);
- (d) any employee who has received or who has given notice of termination 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 clause (c) of this sub-section, 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 sub-section (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 not less than the weekly wage he was receiving at the date of termination in respect of such leave.

(3) For the purpose of the proceeding sub-section, an employee's year of service for which he shall be entitled to such annual leave shall be calculated from a date twelve 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.

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

(5) Any period during which an employee is on leave in accordance with the provisions of this section or is undergoing training under the South African Defence Act, 1912, or is absent from work on the instructions or at the request of the employer or is absent from work owing to illness shall be deemed to be employment, but any period of absence owing to illness in excess of thirty (30) days in any twelve months or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness from doing his work, shall not be deemed to be employment.

(6) 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 one week's notice to terminate his employment, and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the end of the working week of the establishment concerned. A week's notice shall mean a full week's work or a full week's pay in lieu of notice.

(2) Provisions of this section shall not effect 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 sub-section payment in lieu of notice shall be proportionate to the period of notice agreed upon.

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 sub-section (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 10s. 6d. to the Council (through the Secretary) which shall—

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

(b) as 'n openbare vakansiedag, soos in subartikel (1) van hierdie artikel bepaal, binne die verloftydperk val, dan moet daardie openbare vakansiedag as 'n verdere verloftydperk aan dieselfde tydperk toegevoeg word en moet die werknemer ten opsigte van daardie vakansiedag tegelyk met die verloftoelae soos in hierdie subartikel voorgeskryf, betaal word.

(c) as 'n werknemer se diens eindig voor hy vir verlof gekwalifiseer het en na hy minstens een maand gewerk het, moet hom ten opsigte van elke volle week diens, tegelyk met die finale betaling van loon ingevolge artikel 5 (1), 'n bedrag betaal word bereken op een-vyf-en-twintigste van die weekloon wat hy op die datum van sulke beëindiging ontvang het;

(d) 'n werknemer wat die diens opgesê is, of wat diensopsegging gegee het, kan in plaas van sulke diensopsegging verlof met volle betaling neem vir 'n ooreenkomstige tydperk van die termyn van sulke diensopsegging en moet buitendien alle verlofbetaling-togedat wat ingevolge klousule (c) van hierdie subartikel verskuldig is, betaal word, welke bedrag aan die Sekretaris van die Raad gestuur moet word vir uitbetaling aan daardie werknemer.

(e) 'n werknemer wat vir verlof kragtens subartikel (2) kwalifiseer en wie se diens eindig voor daardie verlof geneem is binne die voorgeskrewe tydperk van twee maande, moet by die beëindiging ten opsigte van daardie verlof en ten opsigte van elke week van daardie verlof 'n bedrag betaal word van minstens die weekloon wat hy op die datum van sulke verlof ontvang het.

(3) Vir toepassing van die voorgaande subartikel, word 'n werknemer se jaar diens ten opsigte waarvan hy tot die jaarlikse verlof geregtig is, gereken van die datum twaalf maande voor die datum van hierdie Ooreenkoms, of van die datum waarop hy laas op verlof met volle betaling geregtig geword het; of, na gelang van die jongste datum, die datum van indiensneming.

(4) Die werkgewer moet die Sekretaris van die Raad in kennis stel van die tyd en datum waarop elke werknemer sy verlof moet neem.

(5) Elke tydperk wanneer 'n werknemer met verlof kragtens die bepaling van hierdie artikel afwesig is, of opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan, of op las of op versoek van die werkgewer afwesig is, of weens siekte van die werk afwesig is, word gereken diens te wees, maar 'n tydperk van afwesigheid weens siekte bo dertig (30) dae binne enige twaalf maande, of drie agtereenvolgende dae as die werknemer, na sy werkgewer dit geëis het, in gebreke bly om 'n dokter-sertifikaat voor te lê dat hy deur siekte verhinder was om te werk, moet nie as diens gereken word nie.

(6) Geen werknemer mag gedurende afwesigheidsverlof met volle betaling, vir loon of ander vergoeding werk in die kappersbedryf verrig nie.

8. BEÏNDIGING VAN DIENS.

(1) Van elke werknemer, behalwe 'n los werknemer, word vereis om een week opsegging vir diensbeëindiging te gee, en van elke werkgewer word vereis om 'n selfde opsegging vir beëindiging van 'n werknemer se diens te gee; die week diensopsegging gaan in aan die end van die werkweek van die betrokke inrigting. 'n Week diensopsegging beteken 'n volle week se werk, of 'n volle week se betaling in plaas van opsegging.

(2) Die bepaling van hierdie artikel maak nie op 'n ooreenkoms wat vir 'n langer termyn van diensopsegging as een week voorsiening maak, inbreuk nie: Met dien verstande dat die termyn van diensopsegging waarop ooreengekom word van gelyke duur vir al twee partye is. Wanneer ook al 'n ooreenkoms ooreenkomstig hierdie subartikel gesluit is, moet betaling in plaas van diensopsegging in verhouding met die termyn van diensopsegging soos ooreengekom wees.

9. BEKWAAMHEIDSERTIFIKAAT.

(1) Die Raad moet 'n Komitee aanstel wat uit minstens vier lede bestaan, waarvan twee werkgewers en twee werknemers moet wees, wat die eksamens wat in subartikels (2) en (3) voorgeskryf word, moet afneem en wat by die Raad aanbevelings moet doen betreffende die uitreiking van bekwaamheidssertifikate.

(2) Wanneer ook al 'n werkgewer, of 'n werknemer, aansoek om 'n bekwaamheidssertifikaat doen, moet hy saam met die aansoek die som van 10s. 6d. aan die Raad stuur (deur tussenkoms van die Sekretaris), wat—

- (a) die aansoeker wat moet versoek om hom, of haar, aan 'n eksamen te onderwerp; of
- (b) hom moet oortuig dat die aansoeker op grond van sy jare van ervaring op sodanige sertifikaat reg het en as dit tot bevrediging van die Raad bewys word dat die aansoeker bekwaam is, moet die Raad die sertifikaat uitreik.

(3) 'n Aansoeker wat in gebreke bly om die eksamen by te woon sonder om die Komitee van die oorsaak, wat na oordeel van die Komitee bevredigend moet wees, in kennis te stel, verbeur die eksamengeld.

10. BUITEWERK.

Geen werknemer mag—

- (1) bestellings werf of neem, of werk in die haarkappersbedryf onderneem; of
- (2) vir eie rekening handel dryf in toiletbenodigdhede vir winsbejag, of beloning, of ten behoeve van 'n ander persoon, of van 'n ander persoon as sy eie werkgewer nie, terwyl daardie werknemer by 'n werkgewer wat die kapperbedryf uitoefen in diens is.

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" gripes;

provided that no employer shall be required to supply more than 1 lb. 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 with the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants.

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

- (a) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent. formalin for the purpose of sterilizing all tools, other than shaving brushes;
- (b) an antiseptic bath containing a solution of formalin or other suitable solution in the proportion of $\frac{1}{2}$ gallon of water to two ounces of formalin or other suitable solution for the purpose of sterilizing shaving brushes;
- (c) at least two shaving brushes so as to allow of 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 wages paid.

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

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

- (a) The full name of the directors, the full name of the actual person in control of each branch of the business.
- (b) 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 minors and apprentices when submitting moneys in terms of section 17 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 section, forward to the Secretary of the Council a notification of any such change within fourteen (14) days of the date which such change took effect.

11. WERKENDE WERKGEWERS.

Alle werkende werkgewers wat in die kappersbedryf werk, moet *mutatis mutandis* die ure en ander voorwaardes soos in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom: Met dien verstande dat vir die doel van bediening van 'n klant aan wie toilet dienste verleen word op die gewone tyd van staking van werk op 'n dag, 'n werkende werknemer nog 'n halfuur na die inrigting se gewone tyd van staking kan deurwerk om die toilet dienste wat aan 'n klant verleen word, te voltooi.

12. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkgewer moet vir gebruik deur elke kappersassistent alle gereedschap en uitrusting wat vir die verrigting van sy werk nodig is, verskaf, behalwe—

(a) in die damesafdeling—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie-elektries);
- (v) naeivyle, naeivelskêre en -knippers;
- (vi) setkamme;
- (vii) borsels;
- (viii) krullers;
- (ix) „Goodie“-klemme;

Met dien verstande dat van geen werkgewer vereis kan word om in 'n tydperk van ses maande meer as 1 pd. haarspelde aan 'n werknemer te verskaf nie;

(b) in die mansafdeling—

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

(c) in die gevalle waar die werkgewer 'n „kleurskema" vir baadjies en oorklere in ooreenstemming met die kleurskema van sy inrigting ingestel het, moet hy die vereiste oorklere en baadjies aan sy assistente verskaf.

(2) Elke werkgewer moet aan elke kappersassistent die volgende verskaf:—

- (a) Ten minste een steriliseerkabinet wat te alle tye 'n oplossing van ten minste 40 persent formalien bevat vir steriliseer van alle gereedschap, behalwe skeerkwaste;
- (b) 'n antiseptiese bad wat 'n formalien of ander geskikte oplossing bevat in die verhouding van $\frac{1}{2}$ gelling water tot twee ons formalien, of ander geskikte oplossing, vir die doel van sterilisasie van skeerkwaste;
- (c) ten minste twee skeerkwaste, sodat die een wat nie in gebruik is nie in die antiseptiese bad gehou kan word;
- (d) skoongewaste handdoek vir gebruik deur die werknemer vir elke klant;
- (e) vloeibare, of poeier-, of buiseseep of skeerroom;
- (f) 'n voorraad skoon papier om die gereedschap mee skoon te veer en in besonder elke skeermes na dit op die riem aangesit is;
- (g) 'n bloedstelpende middel in die vorm van poeier, of vloeistof wat gespuut, of op 'n skoon proppe watte gebruik kan word;
- (h) 'n oordekte houder waarin na elke behandeling alle vuil papier en watte en hare gebêre kan word.

13. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer wat nie reeds so gedoen het ooreenkomstig 'n vorige Ooreenkoms nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum die kappersbedryf begin uitoeien, moet binne een maand na die datum waarop hy sy bedryf begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Sy naam en titel van die besigheid voluit;
- (b) besigheidsadres; en
- (c) naam van elke werknemer voluit, die klas werk waarvoor hy in diens is, en die lone wat betaal word;

(2) In die geval van 'n vennootskap, moet die volle name van al die vennote bo en behalwe die besonderhede soos kragtens subartikel (1) vereis, voluit verstrek word.

(3) In die geval van 'n maatskappy met beperkte aanspreeklikheid, moet benewens die besonderhede soos kragtens subartikel (1) vereis, die volgende besonderhede verstrek word:—

- (a) Die volle name van die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die maatskappy is;
- (b) adres van die geregistreerde kantore van die maatskappy; en
- (c) die volle name van die Sekretaris en van alle ampsdraers van die maatskappy.

(4) Elke werkgewer moet maandeliks as hy die gelde ingevolge artikel 17 van hierdie Ooreenkoms instuur, die volle name van alle persone in sy diens, met inbegrip van minderjariges en vakleerlinge, verstrek.

(5) Elke werkgewer moet ingeval van 'n verandering in enigeen van die besonderhede wat van hom ingevolge die bepalings van hierdie artikel vereis word om te verstrek, binne veertien (14) dae na die verandering plaasgevind het, aan die Sekretaris van die Raad 'n kennisgewing van die verandering stuur.

14. TRADE UNION LABOUR.

(1) (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 any 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 at the production of a current membership card issued by the said Union.

(3) This section shall not apply to employees for whom remuneration is laid down in sections 4 (1) (c), (e) and (f) of this Agreement, nor to apprentices, not 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 section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa, provided that if any immigrant has at any time after the first three months of his employment in the Industry, refused any invitation from the Trade Union concerned to become a member thereof, the provisions of this section shall immediately come into operation.

15. SICK BENEFIT FUND.

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

(2) The object of the fund shall be to provide medical, pharmaceutical and sickness benefits to employees in the Hairdressing Trade, Port Elizabeth and Uitenhage for whom wages are prescribed in this Agreement, during periods of illness.

(3) The fund shall be administered by the Council which shall make, amend and alter rules governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(4) All employees for whom wages are prescribed in this Agreement shall become members of the fund and shall be classified in the following groups:—

Group 1.—Employees for whom a basic wage of not more than £2 per week exclusive of cost of living allowance is prescribed.

Group 2.—Employees for whom a basic wage of more than £2 but not exceeding £4. 10s. per week exclusive of cost of living allowance is prescribed.

Group 3.—Employees for whom a basic wage of more than £4. 10s. per week but not exceeding £7 per week exclusive of cost of living allowance is prescribed.

Group 4.—Employees for whom a basic wage exceeding £7 per week exclusive of cost of living allowance is prescribed.

(5) Each employer shall on each pay day deduct from the weekly wages of each of his employees other than apprentices, the following amounts, hereinafter referred to as "contributions":—

Employees in Group 1: The sum of 6d.
Employees in Group 2: The sum of 9d.
Employees in Group 3: The sum of 1s. 3d.
Employees in Group 4: The sum of 2s.

and to the amounts so deducted the employer shall add in respect of every—

Employee in Group 1: The sum of 3d.
Employee in Group 2: The sum of 6d.
Employee in Group 3: The sum of 9d.
Employee in Group 4: The sum of 9d.

and if specially requested by an apprentice to do so he shall likewise make deductions and contributions on behalf of that apprentice on the basis aforesaid and shall forward not later than the 7th day of every month the total sum so collected to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, together with statements in accordance with the Annexure hereto.

Whenever an employee is on leave in respect of which he receives some remuneration both his own and his employer's contribution shall be continued during the period of such leave.

(6) *Benefits.*—(A) (i) Subject to the provisions of sub-section (8) hereof for each weekly contribution an employee shall be credited with 8 hours sick benefit up to a maximum of 416 hours and each employee shall be entitled to payment of sick pay benefit for as many hours as that employee has benefit hours standing to his credit. Whenever sick pay benefit shall be paid the number of benefit hours standing to the credit of the employee concerned shall be reduced by the number of hours for which sick pay benefit has been paid provided that the balance of benefit hours remaining to the credit of such employee after such sick benefit shall have been paid shall again be credited with 8 hours sick benefit for each further weekly contribution up to the maximum of 416 hours.

(ii) The Council shall on receipt of a certificate from a medical practitioner certifying that a contributor is incapable of working due to illness paid to such contributor sick pay in accordance

14. VAKVERENIGINGARBEID.

(1) (a) Geen lid van die „S.A. Hairdressers Employees' Industrial Union" mag werk aanvaar by 'n werkgever wat nie lid van die „Port Elizabeth and Uitenhage Master Hairdressers' Association" is nie, of in diens bly van 'n werkgever wat opgehou het om lid te wees van die „Port Elizabeth and Uitenhage Master Hairdressers' Association".

(b) Geen lid van die „Port Elizabeth and Uitenhage Master Hairdressers' Association" mag 'n werknemer in diens neem wat nie 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 lidmaatskap deur die genoemde Unie uitgereik.

(3) Hierdie artikel is nie van toepassing op werknemers vir wie lone in artikels 4 (1) (c), (e) en (f) van hierdie Ooreenkoms bepaal is nie, nóg op vakleerlinge nóg in gevalle waarin na die Raad se mening, lidmaatskap tot 'n party by hierdie Ooreenkoms geweier is, of sonder redelike oorsaak geweier is, en die applikant kennis van die weiering aan die Raad binne 21 dae daarvan gegee het.

(4) Die bepalings van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie nie: Met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

15. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds gestig wat bekend sal staan as die „Hairdressing Industry Sick Benefit Fund", hierna genoem „die Fonds".

(2) Die doel van die fonds is om, gedurende tydperke van siekte, mediese, artsenykundige en siektebystand te verleen aan werknemers in die kappersbedryf, Port Elizabeth en Uitenhage, vir wie in hierdie Ooreenkoms lone voorgeskryf word.

(3) Die fonds word beheer deur die Raad wat vir die beheer van die fonds reëls moet maak, wysig en verander. Afskrifte van die reëls en elke wysiging daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Alle werknemers vir wie in hierdie Ooreenkoms lone voorgeskryf word, moet lid van die fonds word en moet in die volgende groepe ingedeel word:—

Groep 1.—Werknemers vir wie 'n basiese loon van hoogstens £2 per week sonder lewenskostoelae voorgeskryf is.

Groep 2.—Werknemers vir wie 'n basiese loon van meer as £2 en hoogstens £4. 10s. per week sonder lewenskostoelae voorgeskryf is.

Groep 3.—Werknemers vir wie 'n basiese loon van meer as £4. 10s. per week maar nie meer as £7, uitgesonderd lewenskostoelae, voorgeskryf is.

Groep 4.—Werknemers vir wie 'n basiese loon van meer as £7, uitgesonderd lewenskostoelae, voorgeskryf is.

(5) Elke werkgever moet op elke betaaldag ondergenoemde bedrae, hierna die „bydraes" genoem, van die weeklone van sy werknemers, behalwe vakleerlinge, aftrek:—

Werknemers in groep 1: Die bedrag van 6d.
Werknemers in groep 2: Die bedrag van 9d.
Werknemers in groep 3: Die bedrag van 1s. 3d.
Werknemers in groep 4: Die bedrag van 2s.

en by die bedrae aldus afgetrek, moet die werkgever ten opsigte van elke groep die ondergenoemde bedrae byvoeg, en wel soos volg:—

Werknemer in groep 1: Die bedrag van 3d.
Werknemer in groep 2: Die bedrag van 6d.
Werknemer in groep 3: Die bedrag van 9d.
Werknemer in groep 4: Die bedrag van 9d.

en wanneer hy spesiaal deur 'n vakleerling gevra word om dit te doen, moet hy netso vir daardie vakleerling kortings aftrek en bydraes betaal op die voornoemde basis, en moet hy die totale som wat aldus ingevorderd word, uiterlik die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, opstuur tesaam met die opgawes ooreenkomstig die Aanhangsel hiervan.

Wanneer 'n werknemer met verlof is ten opsigte waarvan hy enige besoldiging ontvang, moet beide sy eie en sy werkgever se bydraes voortgesit word gedurende die tydperk van daardie verlof.

(6) *Bystand.*—(A) (i) Behoudens soos bepaal in subartikel (8) hiervan, moet 'n werknemer vir elke weeklikse bydrae met 8 uur siektebystand tot 'n maksimum van 416 uur, gekrediteer word en elke werknemer het reg op betaling van siektebetaling-bystand vir die getal ure waarmee daardie werknemer gekrediteer staan. Wanneer siektebetalingbystand betaal word, moet die getal bystandure waarmee die betrokke werknemer gekrediteer staan, verminder word met die getal ure waarvoor siektebetaling-bystand betaal word: Met dien verstande dat die balans van bystandure waarmee die werknemer na daardie siektebystand betaal is, gekrediteer bly, weer met 8 uur siektebystand vir elke verdere week se bydrae gekrediteer moet word tot 'n maksimum van 416 uur.

(ii) Die Raad moet by ontvangs van 'n sertifikaat van 'n geneesheer wat verklaar dat die bydraer weens siekte nie in staat is om te werk nie, aan daardie bydraer siektebetaling

with the group in which he last contributed, for each working hour lost due to such illness, at the following rates:—

- Group 1: 5d. per hour;
- Group 2: 10d. per hour;
- Group 3: 1s. 4d. per hour;
- Group 4: 1s. 4d. per hour;

Provided that—

- (a) no sick benefit pay shall be payable in respect of absence from work due to illness for a period of two normal weekly working days or less;
- (b) each certificate issued by a medical practitioner appointed by the Council shall be valid for 7 days only from the date of issue; provided that the Council may, in the event of lengthy illness accept the certificate of a medical practitioner for such longer period as it may determine;
- (c) no payment in excess of the number of hours accrued in terms of sub-section (6) (A) (i) of this section shall be payable;
- (d) the term "hour" means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness;

Provided further that no sick pay benefits shall be paid—

- (aa) to an employee whose illness, affliction or disease is, in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;
- (bb) in respect of paid public holidays as specified in this Agreement or in respect of any portion of the annual leave for which an employee received holiday pay in terms of section 7 of this Agreement;
- (cc) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;
- (dd) in respect of confinements during the period during which a contributor is entitled to benefit under the Shops and Offices Act, 1939.

(B) *Medical and Pharmaceutical Benefits.*—An employee shall in addition to the sick pay benefits referred to in paragraph (A) of sub-section (6) be entitled to the following additional benefits:—

- (i) General medical attention from a medical officer appointed by the Council within the scope of his agreement with the fund but excluding confinements.
- (ii) Injections, excluding vaccination and preventative injections administered by the medical officer.
- (iii) Massage at the direction of the medical officer.
- (iv) Operations, hospitalised treatment and specialist treatment on the recommendation of the medical officer up to a maximum of £10 (ten pounds) in respect of any one illness or accident.
- (v) Supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacists appointed by the Council.

(7) Every employee shall be required to undergo a pre-employment medical examination by the medical officer.

(8) No employee shall be entitled to receive either sick pay benefits in terms of paragraph (A) or medical and pharmaceutical benefits in terms of paragraph (B) of sub-section (6) until he has contributed for at least 13 weeks' and no benefit under either of the aforesaid paragraphs shall be payable to an employee from the day such employee permanently leaves the trade.

(9) In the event of an employee becoming unemployed he shall nevertheless continue to be entitled to sick pay benefits in terms of paragraph (A) of sub-section (6) to the extent of the number of benefits hours to his credit at the date he becomes unemployed; Provided that he shall not be entitled to any sick pay benefits during any period of unemployment during which he may be entitled to receive benefits in terms of the Unemployment Insurance Act, No. 53 of 1946.

(10) Medical services required by contributors in respect of any deformity, infirmity, chronic disease or other ailments from which a contributor was suffering at the date of commencement of this Agreement, or any illness attributable to such ailments shall not be a charge upon the Fund, nor any medical attention required by an employee which is the result of conduct such as is referred to in section (6) (A) (ii) (aa).

(11) *Financial Control.*—(a) All moneys paid in to the fund shall be deposited in a special account to be opened in the name of the "Hairdressing Trade Sick Fund" at a bank approved by the Council. Proper books of account shall be kept by the Secretary as well as a record of members and of their contributions and of payments made on their behalf.

uitkeer ooreenkomstig die groep waaraan hy laaste bygedra het en wel vir elke uur wat weens daardie siekte verloor is, teen die volgende skaal:—

- Groep 1: 5d. per uur;
- groep 2: 10d. per uur;
- groep 3: 1s. 4d. per uur;
- groep 4: 1s. 4d. per uur;

Met dien verstande dat—

- (a) geen siektebystandbetaling betaal word nie vir afwesigheid van werk weens siekte vir 'n tydperk van twee gewone werkdade of minder;
- (b) elke sertifikaat wat deur 'n geneesheer wat deur die Raad aangestel is, slegs vir sewe dae na die datum van uitreiking geldig bly; Met dien verstande dat die Raad in die geval van langdurige siekte die geneesheer se sertifikaat vir sodanige langer tydperk as wat die Raad kan vasstel, kan aanneem;
- (c) geen betaling bo die getal ure wat ooreenkomstig subartikel (6) (A) (i) van hierdie artikel verskuldig geword het, uitgekeer word nie;
- (d) die uitdrukking „uur" beteken 'n gewone uur wat die werknemer sou gewerk het (afgesien van korttyd en oortyd) as hy nie weens siekte van die werk afwesig gewees het nie;

voorts met dien verstande dat geen siektebetaling uitgekeer word nie—

- (aa) aan 'n werknemer wie se ongesteldheid, kwaal, of siekte na mening van die Raad toegeskryf moet word aan wangedrag, of aan buitensporige gebruik van drank, of verdowingsmiddels;
- (bb) ten opsigte van betaalde openbare vakansiedae soos in hierdie Ooreenkoms gespesifiseer, of ten opsigte van daardie gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbetaling ontvang het kragtens artikel 7 van hierdie Ooreenkoms;
- (cc) ten opsigte van elke siekte ten opsigte waarvan 'n werknemer skadeloosstelling kragtens die Ongevallewet, 1941, ontvang;
- (dd) ten opsigte van bevallings gedurende die tydperk wat 'n bydraer reg op bystand ingevolge die Wet op Winkels en Kantore, 1939, het.

(B) *Mediese en artsnykundige bystand.*—'n Werknemer is boonop die siektebetalingbystand wat in paragraaf (A) van subartikel (6) voorgeskryf word, geregtig op die volgende bykomstige bystand:—

- (i) algemene mediese hulp van 'n mediese beampte wat deur die Raad aangestel is, binne die bestek van sy kontrak met die fonds, maar nie bevallings nie;
- (ii) inspuitings, maar nie inenting en voorbehoedings-inspuitings wat deur die mediese beampte toegedien word nie;
- (iii) massage op voorskrif van die mediese amptenaar;
- (iv) operasies, hospitaalbehandeling en spesialisbehandling op aanbeveling van die mediese amptenaar tot 'n maksimum van tien pond (£10) ten opsigte van enige siekte of ongeval;
- (v) verskaffing van medisyne, salwe, verbande en wasmiddels deur 'n apteek wat deur die Raad aangestel is en op voorskrif van 'n resept wat deur die mediese amptenaar onderteken is.

Die koste van mediese behandeling en artsnykundige middels moet deur die Raad betaal word teen indiening van bevredigende rekenings van die mediese amptenaar en apteke wat deur die Raad aangestel is.

(7) Van elke werknemer word vereis om voor indiensneming 'n mediese ondersoek deur die mediese amptenaar te ondergaan.

(8) Geen werknemer het reg op uitkering van of siektebetalingbystand kragtens paragraaf (A), of mediese en artsnykundige bystand kragtens paragraaf (B) van subartikel (6) nie, voordat hy minstens 13 weke bydraes betaal het en geen bystand kragtens enigen van die voornoemde paragrawe is aan 'n werknemer vanaf die datum waarop hy vir goed die nywerheid verlaat, betaal nie.

(9) Ingeval 'n werknemer werkloos word, bly hy nogtans geregtig op siektebetalingbystand kragtens paragraaf (A) van subartikel (6), tot die mate van die getal bystandure waarmee hy gekrediteer staan op die datum waarop hy werkloos word; Met dien verstande dat hy nie reg het op siektebetalingbystand nie gedurende 'n tydperk van werkloosheid gedurende welke hy reg het op betaling van bystand kragtens die Werkloosheidsversekeringwet, No. 53 van 1946.

(10) Mediese dienste wat deur bydraes vereis word met betrekking tot mismaaktheid, gebrekkigheid, chroniese siekte, of ander kwale waaraan 'n bydraer ly voor die datum waarop hierdie Ooreenkoms in werking tree, of siekte wat aan daardie kwale toegeskryf moet word, kom nie ten laste van die fonds nie en ewemin mediese behandeling wat deur 'n werknemer vereis word en die gevolg is van gedrag soos in artikel (6) (A) (ii) (aa) genoem.

(11) *Finansiële kontrole.*—(a) Alle gelde wat aan die fonds betaal word, moet gestort word op 'n spesiale rekening wat op naam van die „Hairdressing Trade Sick Fund" geopen word by 'n bank wat deur die Raad goedgekeur is. Die Sekretaris moet daarvan behoorlik boekhou en ook aantekening hou van lede en hul bydraes en van betaling wat namens hulle gedoen word.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below £50 and shall not recommence until the amount standing to the credit of the fund has reached the sum of £100.

(c) The Secretary shall, as soon as possible after 31st December each year prepare a statement showing moneys received and details of expenditure during the 12 months ended 31st December. Such statement shall be submitted for audit to an auditor appointed by the Council and submitted to the Council together with the auditor's report. The audited statement and the auditor's report thereon shall lie for inspection at the head office of the Council and copies thereof shall be sent to the Secretary for Labour.

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

(e) All payments by the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the fund's requirements may be placed on deposit with a bank or registered building society provided that sufficient money is kept in such liquid form as to enable the fund to meet its liabilities immediately it is called upon to do so.

(g) Should this Agreement expire through effluxion of time or for any other reason, the fund shall continue to be administered by the Council until the Agreement is renewed or failing renewal until the fund is liquidated.

(12) Liquidation.—(a) The fund shall be liquidated in the event of the Council becoming de-registered and after any agreement which is in operation has expired, or by resolution of the Council to the effect that the fund shall be liquidated.

(b) There shall be appointed as trustees, the firm of the Port Elizabeth Board of Executors and Commercial Trust Company, Ltd., who shall in the event of liquidation, and after all creditors, administration and liquidation expenses have been paid, dispose of the moneys remaining to the credit of the fund in the following manner:—

(i) If such moneys remaining to the credit of the fund do not exceed £150, the sum of fifty pounds (£50) plus interest thereon at 2 per cent. per annum [being so much money lent and advanced by the South African Hairdressers Employees' Industrial Union (Port Elizabeth and Uitenhage), to the Fund] or such lesser amount as may be owing by the said fund to the union, at the time of liquidation, shall be paid to the said union and the balance remaining shall be divided as follows:—

33½ per cent. shall be paid to the Port Elizabeth and Uitenhage Master Hairdressers' Association; and
66½ per cent. shall be paid to the South African Hairdressers Employees' Industrial Union, Port Elizabeth and Uitenhage.

(ii) If such money remaining to the credit of the fund exceed £150, then one-third (⅓) of such moneys shall be paid to the Secretary for Labour to be held by him in trust and to be applied at the discretion of the Minister to any similar sick benefit fund which may be established in the Magisterial Districts of Port Elizabeth and Uitenhage; the remaining two-thirds (⅔) of such moneys shall be divided in the manner set forth in paragraph (i) above.

(iii) In the event of the trustees being unable for any reason to pay all or any portion of the moneys to one of the organisations referred to in this section such moneys shall be paid to the remaining organisation.

(iv) In the event of the trustees being unable for any reason to pay the moneys to either of the organisations referred to in this section, such moneys shall be transferred to a fund duly constituted for the same purpose for which the original fund was created.

(v) In the event of the trustees mentioned in sub-section (12) (b) being for any reason unable or unwilling to act then another trustee appointed by the Council shall carry out the duties referred to herein. If the Council should be unable to agree on the trustee to be appointed or if it fails to make an appointment within a reasonable period the Minister may himself make the appointment.

16. 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 sub-section (1) of this section, 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.

(b) Bystand word gestaak wanneer ook al die bedrag tot krediet van die fonds tot onder £50 daal en kan nie hervat word totdat die bedrag tot krediet van die fonds weer tot die bedrag van £100 gestyg het nie.

(c) Die Sekretaris moet so spoedig moontlik na 31 Desember van elke jaar 'n staat opstel wat die gelde wat ontvang is en besonderhede van uitgawes gedurende die 12 maande wat eindig op 31 Desember, aantoon. Daardie staat moet vir ouditering voorgelê word aan 'n ouditeur wat deur die Raad aangestel is en tesaam met die ouditeur se verslag aan die Raad voorgelê word. Die geouditeerde staat en die ouditeur se verslag daaroor moet vir insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

(d) Al die onkoste wat vir die administrasie van die fonds gemaak word, vorm 'n las teen die fonds.

(e) Alle betalings deur die fonds moet geskied per tjek wat op die fonds se rekening getrek is. Daardie tjeks moet deur twee persone wat daartoe deur die Raad gemagtig is, geteken word.

(f) Al die gelde wat deur die Raad beskou word as 'n surplus bo die behoeftes van die fonds te wees, kan by 'n bank, of geregistreerde boumaatskappy, op deposito geplaas word. Met dien verstande dat voldoende geld in kontant beskikbaar gehou moet word om onmiddellik op aanvraag aan die fonds se verpligtings te kan voldoen.

(g) As hierdie Ooreenkoms verstryk deur verloop van tyd, of weens 'n ander oorsaak, dan moet die Raad voortgaan met die fonds te beheer totdat die Ooreenkoms hernu is, of wanneer daar geen hernuwing plaasvind nie, totdat die fonds uitgeput is.

(12) Likwidasie.—(a) Die fonds moet gelikwideer word in die geval dat die Raad nie langer geregistreer bly nie en na 'n ooreenkoms wat van krag was verstryk het, of ingevolge besluit van die Raad om die fonds te likwideer.

(b) As kurators van die fonds word aangestel die firma „Port Elizabeth Board of Executors and Commercial Trust Company, Ltd.” wat in die geval van likwidasië, nadat alle krediteure, administrasie- en likwidasiëkoste betaal is, oor die gelde wat tot krediet van die fonds oorbly, op die volgende wyse moet beskik:—

(i) As daardie gelde wat tot krediet van die fonds oorbly nie meer as £150 bedra nie, moet die som van vyftig pond (£50) plus rente daarop teen 2 persent per jaar [wat die geld is wat deur die „South African Hairdressers Employees' Industrial Union (Port Elizabeth and Uitenhage)” aan die fonds geleen en voorgeskië is], of soveel kleiner bedrag as wat die fonds aan die vakvereniging skuldig by likwidasië, aan die genoemde vakvereniging uitbetaal word en moet die balans as volg verdeel word:—

33½ persent moet aan die „Port Elizabeth and Uitenhage Master Hairdressers' Association” uitbetaal word, en

66½ persent moet aan die „South African Hairdressers Employees' Industrial Union, Port Elizabeth and Uitenhage” uitbetaal word.

(ii) As daardie gelde wat tot krediet van die fonds oorbly meer as £150 is, dan moet een-derde (⅓) van daardie gelde aan die Sekretaris van Arbeid uitbetaal word om deur hom bewaar te word en na goëddunke van die Minister aangewend te word vir enige soortgelyke bystandfonds wat in die magistraatsdistrikte Port Elizabeth en Uitenhage gestig kan word; die orige twee-derdes (⅔) van daardie gelde moet op die wyse soos in paragraaf (i) hierbo voorgeskryf, verdeel word.

(iii) Ingeval die kurators om enige rede nie in staat is om al die gelde, of gedeelte van daardie gelde aan een van die organisasies wat in hierdie artikel genoem word uit te betaal nie, dan moet daardie gelde aan die oorblywende organisasie uitbetaal word.

(iv) Ingeval die kurators om enige rede nie in staat is om die gelde aan enigeen van die organisasies wat in hierdie artikel genoem word, uit te betaal nie, dan moet daardie gelde oorgedra word aan 'n fonds wat behoorlik daargestel is vir dieselfde doeleindes as waarvoor die oorspronklike fonds gestig was.

(v) Ingeval die kurators in subartikel (12) (b) genoem om enige rede nie in staat is nie, of onwillig is om op te tree, dan moet 'n ander kurator wat deur die Raad aangestel word, die pligte wat hierin voorgeskryf word, uitoefen. As die Raad nie op die kurator wat aangestel moet word kan ooreenkom nie, of as die Raad in gebreke bly om die aanstelling binne 'n redelike tydperk te doen, kan die Minister self die aanstelling doen.

16. VRYSTELLINGS.

(1) Die Raad kan ten opsigte van enige persoon vrystelling van enige bepaling van hierdie Ooreenkoms verleen weens enige goeie en voldoende rede.

(2) Die Raad moet ten opsigte van elke persoon aan wie ingevolge die bepaling van subartikel (1) van hierdie artikel vrystelling verleen word, die voorwaardes waarop sulke vrystelling verleen word en die termyn wat sulke vrystelling van krag sal wees, vasstel. Met dien verstande dat die Raad na goëddunke en na een week skriftelike opsegging aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption was granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section 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, Departement of Labour, Port Elizabeth;
 - (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct one shilling (1s.) per week from the earnings of each of his employees, except apprentices, generaal assistants and minors referred to in section 4 (1) (c) and (e) for whom minimum wages are prescribed in this Agreement, and 3d. 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 7th day of each month.

18. TRADE UNION REPRESENTATIVES OF 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.

19. 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 investigations.

20. 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.

21. INTERPRETATION OF AGREEMENT.

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

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

Signed on behalf of the parties at Port Elizabeth, this 18th day of April, 1951.

V. M. FRANKS,
Chairman of the Council.
P. E. VAN HEERDEN,
Vice-Chairman of the Council.
I. D. HAY,
Secretary of the Council.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie die vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende vermeld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, soos vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop die vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling van krag sal wees.
- (4) Die Sekretaris van die Raad moet—
- (a) van elke sertifikaat wat uitgereik word 'n afskrif behou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, stuur;
 - (b) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

17. UITGAWES VAN DIE RAAD.

Om in die uitgawes van die Raad te voorsien, moet elke werkgewer weekliks 1s. (een sjieling) aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, algemene assistente en minderjariges, na wie in artikel 4 (1) (c) en (e) verwys word, vir wie in hierdie Ooreenkoms minimum lone voorgeskryf word, en 3d. van elke los werknemer ten opsigte van elke week wat hy by daardie werkgewer in diens was. By die totale bedrae wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale som uiterlik die 7de van elke maand aan die Sekretaris van die Raad opstuur.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan enigen van sy werknemers wat verteenwoordigers of plaasvervangers op die Raad is, alle redelike geleentheid verskaf om hul pligte in verband met die Raad se werk te vervul.

19. AGENTE.

Die Raad moet een, of meer, bepaalde persone aanstel as agente om by die toepassing van hierdie Ooreenkoms te help. Elke werkgewer en elke werknemer is verplig om daardie persone toe te staan om hul persele te betree, die navrae te doen en te voltooi, en sodanige boeke, dokumente, loonstate, tydkaarte en betaalkaartjies te ondersoek en om alle dade te verrig wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word en geen persoon mag aan daardie agent in die loop van sy ondersoek valse verklarings doen nie.

20. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek, gemaklik toeganklik vir sy werknemers, 'n leesbare afskrif van hierdie Ooreenkoms in altwee offisiële tale in die vorm soos kragtens die regulasies ooreenkomstig die Wet voorgeskryf, vertoon en vertoon hou.

21. VERTOLKING VAN OOREENKOMS.

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

(2) Elke geskil wat in die bedryf ontstaan, moet na die Raad verwys word vir afhandeling ooreenkomstig die bepalings van sy konstitusie.

Namens die partye hede die 18de dag van April 1951 in Port Elizabeth onderteken.

V. M. FRANKS,
Voorsitter van die Raad.
P. E. VAN HEERDEN,
Ondervoorsitter van die Raad.
I. D. HAY,
Sekretaris van die Raad.

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