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

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENSKENNISGEWING.

Die volgende Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1409.] [9 Julie 1954.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, PORT ELIZABETH,
UITENHAGE EN WALMER.

EK, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (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 publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 13, 15 tot en met 17, 20, 21 en 22 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebiede Port Elizabeth, Uitenhage en Walmer; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 13, 16, 17, 20, 21 en 22 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebiede Port Elizabeth, Uitenhage en Walmer *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf, wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1409.] [9 July 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, PORT ELIZABETH,
UITENHAGE AND WALMER.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (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, 21 and 22 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, Uitenhage and Walmer; 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, Uitenhage and Walmer 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, 21 and 22 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said trade as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF:
PORT ELIZABETH EN UITENHAGE.

OOREENKOMS

ingevolge die bepalings van die Nywerheidsversoeningwet, No. 36 van 1937, gesluit en aangegaan tussen die

Port Elizabeth and Uitenhage Master Hairdressers' Association (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

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

(hieronder „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. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf 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 dit alleen op vakleerlinge van toepassing is vir sover dit nie met die bepalings van die Wet op Vakleerlinge 1944, soos gewysig, strydig is nie, ook nie met enige kontrak daarkragtens aangegaan of enige voorwaardes vasgestel nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

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 omvat enige wysiging van sodanige wet of ordonnansie; en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts tensy strydig met die samehang beteken—

„wet”, die Nywerheids-versoeningwet, No. 36 van 1937;

„vakleerling”, 'n werknemer wat in diens is ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer of as geregistreer beskou word kragtens die Wet op Vakleerlinge, 1944, soos gewysig;

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

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

„Raad”, die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth en Uitenhage), geregistreer kragtens artikel *negentien* van die Nywerheids-versoeningwet, 1937;

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

„ondervinding”, die totale tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf het, maar omvat nie diens as 'n algemene assistent 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 omvat slegs die kap van dames se hare;

„Haarkappersbedryf”, die bedryf wat in 'n inrigting uitgeoefen word;

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

„minderjarige”, 'n werknemer onder 21 jaar wat in 'n bedryf in diens is soos bepaal ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, gedurende die proeftydperk van drie maande waarin hy aldus sonder 'n vakleerlingskapkontrak in diens kan wees;

„premie”, sonder om in enige opsig die gewone betekenis van die woord te beperk, enige vergoeding van watter aard ook wat in ruil vir die opleiding van 'n werknemer in enigeen of altwee 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 kragtens die bepalings van Loonvasstelling No. 47 met betrekking tot die Haarkappersbedryf in die magistraatsdistrikte Port Elizabeth en Uitenhage uitgedien het; of

(b) die Raad deur 'n eksamen of andersins kan oortuig van sy bekwaamheid—

in die damesafdeling, in—

harsny, marcel-kartel, waterkartel, permanent-kartel en skoonheidsbehandeling;

en in die mansafdeling in—

hare sny, skeer en skeermesse skerpmaak; of

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE: PORT ELIZABETH AND UITENHAGE.

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, Walmer 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, 1944, as amended, 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, as amended;

“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;

“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 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 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, 1944, as amended, 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

(b) can satisfy the Council by examination or otherwise of competency—

in the ladies' trade in—

haircutting, marcel waving, water waving, permanent waving and beauty culture;

and in the gentlemen's trade in—

haircutting, shaving and razor setting; or

- (c) 'n bekwaamheidsertifikaat besit wat deur enige nywerheidsraad vir die Haarkappersbedryf, of enige ander sodanige liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat toe te ken, uitgereik is;
- „ontvangklerk en/of telefonis”, 'n werknemer wat hoofsaaklik klante ontvang of afsprake telefonies of andersins aanteken;
- „toilet dienste”, die werk wat bestaan uit hare sny, kap, skroei, krul, skeer, skoonmaak, verf, bleik, tint, kleur, kartel of enige ander behandeling van die hare, die kop of gesig, die kopvel of nek, manikuur, winkbroue pluk of bordwerk, hetsy enigeen van die bogenoemde werksaamhede met behulp van 'n apparaat, toestel, preparaat of stof uitgevoer word of nie.
- „werkende werkgewer”, 'n werkgewer of enige vennoot in 'n vennootskap, of 'n direkteur wat self soortgelyke werk verrig as dié wat deur enigeen van sy werknemers uitgevoer word.

4. LONE.

(1) Onderworpe aan die bepalings van subartikels (2) en (3) van hierdie artikel, mag geen lone teen laer skale as die volgende deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

	Per week. £ s. d.	Per maand. £ s. d.
(a) Mansafdeling (manlik of vroulik):—		
(i) Gekwalifiseerde haarkappers-assistent.....	7 7 6	31 19 2
(ii) Los werknemers—		
Weekdae, £1. 5s. per dag.		
Saterdag, 15s. per dag.		
(b) Damesafdeling:—		
(i) Gekwalifiseerde haarkappers-assistent, manlik.....	7 10 0	32 10 0
(ii) Gekwalifiseerde haarkappers-assistent, vroulik.....	4 10 0	19 10 0
(iii) Los werknemer (manlik of vroulik—		
Weekdae, £1. 5s. per dag.		
Saterdag, 15s. per dag.		
(c) Mansafdeling en/of damesafdeling:—		
Minderjariges: Eerste drie maande	1 0 0	—
(d) Ontvangklerk en/of telefonis:—		
(i) Manlik:—		
Gedurende eerste jaar ondervinding.....	1 12 4	7 0 0
Gedurende tweede jaar ondervinding.....	2 6 2	10 0 0
Gedurende derde jaar ondervinding.....	3 1 3	13 5 0
Gedurende vierde jaar ondervinding.....	3 16 2	16 10 0
Gedurende vyfde jaar ondervinding.....	4 12 4	20 0 0
Daarna.....	5 8 7	23 10 0
(ii) Vroulik:—		
Gedurende eerste jaar ondervinding.....	1 12 4	7 0 0
Gedurende tweede jaar ondervinding.....	1 16 11	8 0 0
Gedurende derde jaar ondervinding.....	2 3 10	9 10 0
Gedurende vierde jaar ondervinding.....	2 13 1	11 10 0
Daarna.....	3 2 4	13 10 0
(e) Algemene assistente:—		
(i) 18 jaar en ouer.....	1 17 6	—
(ii) Onder 18 jaar.....	1 5 0	—
(f) Los algemene assistente, 4s. per dag.		

(2) 'n Werknemer wat gedurende enige week in beide die mansafdeling en damesafdeling werksaam is, moet vir daardie hele week na gelang van die hoogste, die loon betaal word wat in paragraaf (a) of (b) van subartikel (1) van hierdie artikel voorgeskryf word.

(3) 'n Werkgewer mag geen premie vir die opleiding van 'n haarkapper aanneem nie.

(4) 'n Werkgewer kan geen persoon as 'n manlike of vroulike haarkapper in diens hê nie, tensy daardie persoon 'n gekwalifiseerde haarkappersassistent en/of minderjarige en/of vakleerling is, tensy die loon vir 'n gekwalifiseerde haarkappersassistent betaal word, en daardie persoon kan vir alle toepassings van hierdie Ooreenkoms as 'n gekwalifiseerde haarkappersassistent gereken word.

(5) Niks in hierdie artikel kan toelaat dat die loon wat 'n werknemer op die datum van die inwerkingtreding van hierdie Ooreenkoms ontvang het, verlaag word terwyl sodanige werknemer by dieselfde werkgewer in diens bly nie.

(6) 'n Werkgewer mag geen persoon onder die ouderdom van vyftien (15) jaar in diens hê nie.

(7) Elke werkgewer moet gedurende die tydperk van hierdie Ooreenkoms boonop die lone soos in hierdie artikel voorgeskryf, op elke betaaldag aan die werknemers wat hierin bepaal is, 'n lewenskostetoelae ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of soos in ander wetgewing voorgeskryf kan word, betaal.

(c) holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other 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;

„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 sub-sections (2) and (3) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per Week. £ s. d.	Per Month. £ s. d.
(a) Gentlemen's Trade (male or female):—		
(i) Qualified hairdresser's assistant	7 7 6	31 19 2
(ii) Casual employees:—		
Weekdays, £1. 5s. per day.		
Saturdays, 15s. per day.		
(b) Ladies' Trade:—		
(i) Qualified hairdresser's assistant, male.....	7 10 0	32 10 0
(ii) Qualified hairdresser's assistant, female.....	4 10 0	19 10 0
(iii) Casual employee (male or female):—		
Weekdays, £1. 5s. per day.		
Saturdays, 15s. per day.		
(c) Gentlemen's and/or Ladies' Trade:—		
Minors: First three months.....	1 0 0	—
(d) Receptionist and/or telephonist:—		
(i) Male:—		
During first year of experience.....	1 12 4	7 0 0
During second year of experience.....	2 6 2	10 0 0
During third year of experience.....	3 1 3	13 5 0
During fourth year of experience.....	3 16 2	16 10 0
During fifth year of experience.....	4 12 4	20 0 0
Thereafter.....	5 8 7	23 10 0
(ii) Female:—		
During first year of experience.....	1 12 4	7 0 0
During second year of experience.....	1 16 11	8 0 0
During third year of experience.....	2 3 10	9 10 0
During fourth year of experience.....	2 13 1	11 10 0
Thereafter.....	3 2 4	13 10 0
(e) General assistants:—		
(i) 18 years of age and older.....	1 17 6	—
(ii) Under 18 years of age.....	1 5 0	—
(f) Casual general assistants, 4s. per day.		

(2) An employee who during any week is engaged in both the gentlemen's and ladies' trade shall for the whole of that week be paid the wages prescribed in either paragraph (a) or (b) of sub-section (1) of this section, whichever is the higher.

(3) An employer shall not accept a premium for the training of an employee as a hairdresser.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a qualified hairdresser's assistant and/or a minor and/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.

(5) Nothing contained in this section shall operate to permit of a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer.

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

(7) Every employer shall, during the currency of this Agreement, in addition to the wages prescribed in this section, on each payday pay to the employees specified herein a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, or as may be prescribed in any other enactment.

5. BETALING VAN LONE EN AFTREKKINGS.

(1) Lone moet weekliks of, na gelang van die geval, maandeliks in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag eindig, in welke geval die loon onmiddellik by die beëindiging betaal 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 aftrekkings wat kragtens hierdie Ooreenkoms gedoen 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 aftrekkings hoegenaamd, uitgesonderd die onderstaande, kan van die geld wat aan 'n werknemer verskuldig is, gedoen word nie:—

- Behoudens soos bepaal in artikel 7, as 'n werknemer van die werk af wegbly, 'n pro rata bedrag vir die tydperk van daardie afwesigheid;
- bydraes aan die Raadsfonds ingevolge artikel 17 van hierdie Ooreenkoms;
- met skriftelike toestemming van die werknemer, aftrekkings vir verlof-, werkloosheid-, siekte-, versekering-, of pensioenfondse of bydraes aan die vakverenigingsfondse, en vir spaarfondse wat deur die Raad goedgekeur is;
- enige bedrag wat deur die werkgever namens die werknemer betaal word kragtens 'n wet, ordonnansie, of regs-geding wat hom verplig om namens 'n werknemer te betaal.

(3) Lone wat ingevolge artikel 4 verskuldig is en enige ander besoldiging wat aan 'n werknemer onder 'n weeklikse dienskontrak verskuldig is, moet weekliks nie later as 5.30 nm. op Vrydag betaal word nie. 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 inderdaad werksaam is op die tyd wanneer lone verskuldig is.

6. WERKURE.

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

- vir meer as 46 uur per week, uitgesonderd etensure;
- vir meer as 8½ uur tussen die ure 8 vm. en 6 nm. op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag;
- vir meer as 4½ uur tussen die ure 8 vm. en 1 nm. op 'n Saterdag.

(2) Elke werkgever moet op 'n opvallende plek in sy inrigting 'n tydrooster vertoon wat die volle name van al sy werknemers vermeld. Sodanige 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 middagetusuur en die ophoutyd van elke werknemer aantoon.

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

(4) *Verbod op oortyd.*—Geen werknemer mag toegelaat of verplig word om meer as die getal ure te werk wat in subartikel (1) voorgeskryf of in die kennisgewing uiteengesit word wat in subartikel (2) van hierdie artikel genoem word nie.

(5) Geen werkgever is daarop geregtig om sy persele op ander tye as dié wat in hierdie artikel vasgestel word oop te hou nie, uitgesonderd vir die doel om sulke persele skoon te maak en te lug.

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

- as sodanige onderbreking langer as een uur duur, alle tyd oor 1½ uur as gewone werkure gereken word;
- werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken word;
- etensonderbrekings tussen die ure 12 middag en 2 nm. op elke werkdag, uitgesonderd Saterdag, geneem moet word.

7. JAARLIKSE VERLOF EN BESOLDIGING.

(1) Alle wetlike openbare vakansiedae is verlofdae met volle betaling en geen werkgever mag 'n werknemer verplig of toelaat en geen werknemer mag toestem om op sodanige dag te werk nie; met dien verstande dat 'n werkgever nie verplig mag word om 'n werknemer vir enige openbare vakansiedag te besoldig ten opsigte waarvan die werknemer kragtens subartikel (9) van artikel 15 op voordele geregtig is nie.

(2) Onderworpe aan die bepaling van subartikel (3) moet 'n werkgever aan elke werknemer by hom in diens ten opsigte van elke voltooide diensjaar by hom die volgende toestaan:—

- In die geval van 'n werknemer wat een jaar diens by dieselfde werkgever voltooi het, vyftien agtereenvolgende werkdagse verlof;

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:—

- Save as provided in section 7 where an employee absents himself from work, a pro rata amount for the period of such absence.
- Contributions to Council funds in terms of section 17 of this Agreement.
- 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.
- Any amount paid by an employer 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—

- for more than 46 hours excluding meal hours in any one week;
- or more than 8½ hours, between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- 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, not to be overtime; provided that—

- 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;
- periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- 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; provided that an employer shall not be required to pay an employee for any public holiday in respect of which the employee is entitled to benefits in terms of sub-section (9) of section 15.

(2) Subject to the provisions of sub-section (3) an employer shall grant to every employee employed by him in respect of each completed year of employment with him—

- in the case of an employee who has completed one year's employment with the same employer, fifteen consecutive work day's leave;

- (b) in die geval van 'n werknemer wat twee of meer agtereenvolgende jaar diens by dieselfde werkgever voltooi het, agtien agtereenvolgende werkdagse verlof;

met volle besoldiging.

- (3) Die verlof waarop 'n werknemer kragtens subartikel (2) geregtig is, moet op 'n tyd wat vir die werkgever redelik gerieflik is, toegestaan word; met dien verstande dat—

- (a) indien sodanige verlof nie eerder toegestaan word nie, dit binne twee maande na die voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word en dit kan nie ophoop nie;
- (b) indien enige openbare vakansiedag, soos in subartikel (1) van hierdie artikel bepaal, binne die verloftydperk val, sodanige openbare vakansiedag as 'n verdere verloftydperk by dieselfde tydperk gevoeg moet word en die werknemer ten opsigte van sodanige openbare vakansiedag tegelyk met die verloftoelae soos in hierdie subartikel voorgeskryf, besoldig moet word;
- (c) indien 'n werknemer sy diens beëindig voor hy op verlof geregtig is en nadat hy ten minste een maand gewerk het, moet hy minstens die volgende betaal word—
- (i) in die geval van 'n werknemer genoem in paragraaf (a) van subartikel (2), een-twintigste;
- (ii) in die geval van 'n werknemer genoem in paragraaf (b) van subartikel (2) een-agiende;

van sy weeklikse loon op die datum van diensbeëindiging ten opsigte van elke voltooië week diens op die datum van sodanige diensbeëindiging tegelyk met die finale betaling van loon ingevolge artikel 5 (i);

- (d) enige werknemer wat kennis gegee is of wat kennis gegee het, kan in plaas van sodanige kennisgewing verlof met volle besoldiging neem vir 'n *pro rata* tydperk in die loop van sodanige kennisgewing en moet boonop alle orige verlobbesoldiging wat ingevolge klousule (c) van hierdie subartikel verskuldig is, betaal word en hierdie bedrag moet aan die Sekretaris van die Raad vir uitbetaling aan sodanige werknemer gestuur word;
- (e) enige werknemer wat kragtens subartikel (2) op verlof geregtig is en wie se diens eindig voor daardie verlof binne die voorgeskryfde tydperk van twee maande geneem is, moet by die beëindiging ten opsigte van daardie verlof en ten opsigte van elke week van daardie verlof 'n bedrag van minstens die weekloon betaal word wat hy op die datum van beëindiging ten opsigte van sodanige verlof ontvang het.

(4) Vir die toepassing van die voorafgaande subartikel word 'n werknemer se jaar diens ten opsigte waarvan hy op sodanige jaarlikse verlof geregtig is, bereken van 'n 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, van die datum van indiensneming af.

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

(6) Enige tydperk waarin 'n werknemer kragtens die bepalings van hierdie artikel met verlof afwesig is, of opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan, of op las of op versoek van die werkgever afwesig is, of weens siekte van die werk afwesig is, word beskou as diens, maar enige tydperk van afwesigheid weens siekte bo dertig (30) dae binne enige twaalf maande of drie agtereenvolgende dae indien die werknemer nadat sy werkgever dit geëis het, in gebreke bly om 'n doktersertifikaat voor te lê dat hy deur siekte verhinder was om sy werk te verrig, moet nie as diens gereken word nie.

(7) Geen werknemer mag, terwyl hy met verlof afwesig is, vir loon of ander vergoeding in die Haarkappersbedryf werk nie.

8. DIENSBEËINDIGING.

(1) Van elke werknemer, uitgesonderd 'n los werknemer, word vereis om een week van 46 uur kennisgewing vir diensbeëindiging te gee, en van elke werkgever word vereis om 'n soortgelyke kennisgewing vir die beëindiging van 'n werknemer se diens te gee; sodanige week kennisgewing tree aan die end van die werkweek van die betrokke inrigting in werking. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas van kennisgewing.

(2) Die bepalings van hierdie artikel raak geen ooreenkoms wat voorsiening vir 'n langer tydperk van kennisgewing as een week maak nie; met dien verstande dat die tydperk van kennisgewing waarvoor ooreengekom word vir albei partye ewe lank moet wees. Wanneer 'n ooreenkoms ingevolge hierdie subartikel gesluit word, moet betaling in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing soos ooreengekom.

9. BEKWAAMHEIDSERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel wat uit minstens vier lede bestaan, van wie twee werkgevers en twee werknemers moet wees, wat die eksamens genoem in subartikels (2) en (3) moet afneem en by die Raad aanbevelings betreffende die uitreiking van bekwaamheidsertifikate moet doen.

- (b) in the case of an employee who has completed two or more consecutive year's employment with the same employer, eighteen consecutive work day's leave;

on full pay.

(3) The leave to which an employee is entitled in terms of sub-section (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 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 not less than—
- (i) in the case of an employee referred to in paragraph (a) of sub-section (2), one twentieth;
- (ii) in the case of an employee referred to in paragraph (b) of sub-section (2), 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 section 5 (i);

- (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.

(4) 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.

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

(6) Any period during which an employee is on leave in accordance with the provisions of this section or is undergoing training under the South Africa 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.

(7) 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 take effect from the working day following the day on which such notice was given. 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 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 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) Wanneer 'n werkgewer of 'n werknemer aansoek om 'n bekwaamheidsertifikaat doen, moet hy tesaam met die aansoek die bedrag van 10s. 6d. aan die Raad stuur (deur tussenkoms van die Sekretaris) wat—

- (a) die sollicitant moet versoek om hom of haar aan 'n eksamen te onderwerp; of
 - (b) hom moet tevredestel dat die sollicitant op grond van sy jare ondervinding op sodanige sertifikaat geregtig is, en indien dit tot bevrediging van die Raad bewys word dat die sollicitant bevoeg is, moet die Raad die sertifikaat uitreik.
- (3) Enige sollicitant wat in gebreke bly om hom vir die eksamen aan te meld, sonder om die komitee 'n rede mee te deel, deur die komitee as bevredigend beskou, moet die eksamengeld verbeur.

10. BUITEWERK.

Geen werknemer mag—

- (1) bestellings werf of neem of werk in die Haarkappers-bedryf onderneem nie; of
- (2) handel dryf in toiletbenodighede vir verkoop, winsbejag of beloning;

vir eie rekening of ten behoeve van enige ander persoon of van enige ander persoon, uitgesonderd sy eie werkgewer, terwyl sodanige werknemer by 'n werkgewer, wat die Haarkappers-bedryf uitoefen, in diens is nie.

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 ophoutyd van werk op 'n dag, 'n werkende werknemer nog 'n halfuur na die inrigting se gewone ophoutyd 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 gereedskap en uitrusting wat vir die verrigting van sy werk nodig is, verskaf, uitgesonderd—

- (a) in die damesafdeling—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie-elektries);
 - (v) naelvyle, naelvelskêre 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) nekborsel;
 - (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 gereedskap, uitgesonderd skeerkwaste;
- (b) 'n antiseptiese bad wat 'n formalien- of ander geskikte oplossing bevat in die verhouding van 1 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) vloeiware of poeier- of buisiesep of skeerroom;
- (f) 'n voorraad skoon papier om die gereedskap mee skoon te vee en in besonder elke skeermes nadat 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 dit nê reeds ooreenkomstig 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum die kappersbedryf begin uitoefen, 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

(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.

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 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 half 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) 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 werkgever 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 werkgever moet ingeval van 'n verandering in enig een van die besonderhede wat hy ingevolge die bepalings van hierdie artikel verplig 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. VAKVERENIGINGARBEID.

(1) (a) Geen lid van die S.A. Hairdressers' Employees' Industrial Union mag werk aanvaar by enige 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 van die Port Elizabeth and Uitenhage Master Hairdressers' Association te wees.

(b) Geen lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association mag enige 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 wat deur die genoemde vakvereniging uitgereik is.

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

15. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds gestig wat bekend moet staan as die Siektebystandfonds vir die Haarkappersbedryf, hieronder „die fonds” genoem.

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

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

(4) Onderworpe aan die bepalings van subartikel (10), moet alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, lid van die fonds word en alle werkende werkgevers wat dit verkies moet as lede aangeneem word.

(5) Werknemers 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 maar 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 hoogstens £7, sonder lewenskostoelae, voorgeskryf is.

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

(6) Elke werkgever moet op elke betaaldag die volgende bedrae, hieronder die „bydraes” genoem, van die weklone van sy werknemers, uitgesonderd 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 soos volg byvoeg:—

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.;

(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 on which such change took effect.

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 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, 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 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 and working employees and working employers to whom this agreement applies, hereinafter referred to as members of the fund, during periods of sickness.

(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) Subject to the provisions of sub-section (10) all employees for whom wages are prescribed in this agreement shall become members of the fund and all working employers who elect to do so shall be accepted as members.

(5) Employees 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 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.

(6) 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.;

en indien deur 'n vakleerling spesiaal daarom gevra, moet hy namens daardie vakleerling aftrekkings en bydraes op die voor-noemde basis doen.

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

(7) Elke werkende werkgever wat as lid aangeneem is, moet namens homself 2s. 9d. per week bydra.

(8) Elke werkgever moet voor of op die sewende dag van elke maand die totale bedrag ingevorder, ooreenkomstig subartikels (6) en (7), tesame met die state ooreenkomstig die aangehegte Aanhangsel, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

(9) A. Voordele.—(a) Onderworpe aan die bepalings van sub-artikel (11) hiervan, moet 'n lid vir elke weeklikse bydrae met 8 uur siektevoordele tot 'n maksimum van 416 uur gekrediteer word en elke lid is geregtig op betaling van siektevoordele vir soveel ure as wat daardie lid tot sy krediet het. Wanneer siektevoordele betaal word, moet die getal voordele waarmee die betrokke lid gekrediteer is, met die getal ure waarvoor siektevoordele betaal is, verminder word; met dien verstande dat geen aftrekking mag geskied vir betaling ten opsigte van 'n openbare vakansiedag wat in hierdie Ooreenkoms voorgeskrif is nie; en voorts met dien verstande dat die balans van die voordele waarmee sodanige lid gekrediteer bly nadat daardie siektevoordele betaal is, weer met 8 uur siektevoordele vir elke verdere week sy bydrae tot 'n maksimum van 416 uur gekrediteer moet word.

(b) Op ontvangs van 'n sertifikaat, uitgereik deur 'n geneeskundige beamppte deur die Raad aangestel, wat sertifiseer dat 'n lid weens ongeval of siekte verhinder is om te werk of toilet dienste te verrig, moet die Raad siektebetaling betaal aan—

(i) 'n werknemer vir wie lone in hierdie Ooreenkoms betaal word, ooreenkomstig die groep waarin hy laaste bygedra het en wel vir elke werkuur wat weens sodanige ongeval of 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;

(ii) 'n werknemer ten opsigte van enige betaalde openbare vakansiedag wat binne 'n tydperk val ten opsigte waarvan die werknemer op siektebetalingvoordele geregtig is, een-sesse van sodanige werknemer se gewone weeklikse besoldiging met inbegrip van lewenskostetoelae.

(iii) 'n werkende werkgever vir elke uur wat hy weens sodanige ongeval of siekte verhinder is om toilet dienste te verrig, teen 'n skaal van 1s. 4d. per uur.

Met dien verstande dat—

(aa) geen siektevoordeelbetaling vir afwesigheid van werk weens siekte vir 'n tydperk van twee gewone werkdag of minder betaal word nie;

(bb) elke sertifikaat uitgereik deur 'n geneesheer wat deur die Raad aangestel is, slegs vir 7 dae na die datum van uit-reiking geldig bly; met dien verstande dat die Raad in die geval van langdurige siekte die geneesheer se certi-fikaat kan aanvaar vir sodanige langer tydperk as wat die Raad vasstel;

(cc) geen betaling bo die getal ure wat ooreenkomstig sub-artikel (9) (a) van hierdie artikel verskuldig geword het, moet geskied nie;

(dd) die uitdrukking „uur” 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd en oor-tyd) indien hy nie weens siekte van die werk afwesig was nie.

Voorts met dien verstande dat geen siektebesoldiging betaal moet word nie—

(aaa) aan 'n werknemer wie se ongesteldheid, kwaal of siekte na die mening van die Raad aan wangedrag, drankmis-bruik of verdowingsmiddels toegeskryf moet word;

(bbb) ten opsigte van enige deel van die jaarlikse verlof waar-voor 'n werknemer verlofbetaling ingevolge artikel 7 van hierdie Ooreenkoms ontvang het;

(ccc) vir enige ongesteldheid ten opsigte waarvan 'n werknemer skadeloosstelling kragtens die Ongevalwet, 1941, ont-vang;

(ddd) vir enige ongesteldheid of siekte as gevolg van of gepaard gaande met swangerskap of enige vorige swangerskap.

B. Mediese en aartsenikundige voordele.—Bo en behalwe die siektebetalingvoordele, genoem in paragraaf (a) van subartikel (9), is 'n lid geregtig op die volgende voordele:—

(i) Algemene geneeskundige behandeling van 'n geneeskundige beamppte wat deur die Raad aangestel is binne die bestek van sy ooreenkoms met die fonds maar uitgesonderd hulp met enige ongesteldheid of siekte as gevolg van of gepaard gaande met swangerskap of enige vorige swangerskap.

(ii) Inspuitings, uitgesonderd inenting en voorbehoedsinspuitings wat deur die geneeskundige beamppte toegedien word.

(iii) Massering op voorskrif van die geneeskundige beamppte.

(iv) Operasies, hospitaalbehandeling en spesialisbehandling, met uitsondering van die geneeskundige beamppte tot 'n maksimum van £10 (tien pond) ten opsigte van enige siekte of ongeval.

(v) Voorrade medisyne, salwe, verbande en wasmiddels uit 'n apteek wat deur die Raad aangestel is, op grond van 'n voorskrif wat deur die geneeskundige beamppte onderteken is.

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.

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.

(7) Every working employer who has been accepted as a member shall contribute 2s. 9d. per week on his own behalf.

(8) Each employer shall forward not later than the seventh day of every month the total sum collected in terms of sub-sections (6) and (7) to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, together with statements in accordance with the Annexure hereto.

(9) A. Benefits.—(a) Subject to the provisions of sub-section (11) hereof for each weekly contribution a member shall be credited with 8 hours sick benefit up to a maximum of 416 hours and each member shall be entitled to payment of sick benefit for as many hours as that member 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 member concerned, shall be reduced by the number of hours for which sick pay benefit has been paid; provided that no deduction shall be made for payment made in respect of a public holiday prescribed in this Agreement and provided further, that the balance of benefit hours remaining to the credit of such member after such sick benefit shall have been paid shall again be credited with 8 hours sick benefit for each further weekly contribution up to a maximum of 416 hours.

(b) The Council shall on receipt of a certificate from a medical officer appointed by the Council certifying that a member is precluded by accident or illness from working or rendering toilet services, pay sick pay—

(i) to an employee for whom wages are prescribed in this Agreement, in accordance with the group in which he last contributed, for each working hour lost due to such accident or 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;

(ii) to an employee in respect of any paid public holiday which falls during any period in respect of which the employee is entitled to sick pay benefits, one sixth of such employees ordinary weekly remuneration inclusive of cost of living allowance;

(iii) to a working employer for each hour he is precluded by such accident or illness from rendering toilet services at the rate of 1s. 4d. per hour;

provided that—

(aa) 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;

(bb) 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;

(cc) no payment in excess of the number of hours accrued in terms of sub-section (9) (a) of this section shall be payable;

(dd) the term “hour” means an ordinary hour which would have been worked by the member (regardless of short-time or overtime), had he not been absent from work through illness or accident;

provided further that no sick pay benefits shall be paid—

(aaa) to a member whose illness, affliction or disease is, in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;

(bbb) in respect of any portion of the annual leave for which an employee received holiday pay in terms of section 7 of this Agreement;

(ccc) for any illness in respect of which a member is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;

(ddd) for any illness or disease arising out of or incidental to pregnancy or any previous pregnancy.

B. Medical and Pharmaceutical Benefits.—A member shall in addition to the sick pay benefits referred to in paragraph (a) of sub-section (9) 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 attention for any illness or disease arising out of or incidental to pregnancy or any previous pregnancy.

(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, excluding X-rays, 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.

Die koste van mediese behandeling en artsenykundige middels moet deur die Raad betaal word teen die indiening van bevestigende rekenings van die geneeskundige beamppte en apteke wat deur die Raad aangestel is.

(10) Geen werknemer of werkende werkgewer mag as lid van die fonds aangeneem word nie, tensy hy deur 'n geneeskundige praktisyn wat deur die Raad aangestel is, ondersoek en deur sodanige geneeskundige praktisyn vir aanname aanbeveel is.

(11) Geen lid is daarop geregtig om of siekte betalingvoordele kragtens (a) of geneeskundige en artsenykundige voordele kragtens paragraaf (b) van subartikel (9) te ontvang totdat hy ten minste 13 weke lank bygedra het nie.

(12) 'n Werknemer of werkende werkgewer hou op om lid van die fonds te wees sodra hy, nie vanweë werkloosheid nie, nie meer by die haarkappersbedryf in diens of werksaam is nie.

(13) Ingeval 'n werknemer werkloos word, bly hy nietemin op siektebetalingvoordele geregtig kragtens paragraaf (a) van subartikel (9) in die mate van die getal voordele waarmee hy op die datum waarop hy werkloos word, gekrediteer staan; met dien verstande dat hy nie op siektebetalingvoordele gedurende 'n tydperk van werkloosheid geregtig is nie waarin hy op betaling van voordele kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, geregtig is.

(14) Geneeskundige diens wat deur lede vereis word ten opsigte van gebrekkigheid, swakheid, chroniese siekte of ander kwale waaraan 'n bydraer by die aanvangsdatum van hierdie Ooreenkoms gelyk het, of enige siekte wat aan sodanige kwale te wyte is, word nie op rekening van die fonds geplaas nie, en ewemin geneeskundige behandeling wat deur die werknemer vereis word en die gevolg van gedrag is soos in artikel (9) (a) (ii) (aaa) genoem.

(15) *Geldelike beheer.*—(a) Alle gelde wat aan die fonds betaal word, moet gestort word in 'n spesiale rekening wat op naam van die Siekefonds vir die Haarkappersbedryf geopen word by 'n bank wat deur die Raad goedgekeur is. Die Sekretaris moet daarvan behoorlike boekhou en ook aantekening hou van lede en hul bydraes, en van betaling wat namens hulle gedoen word.

(b) Bystand word gestaak sodra die bedrag op krediet van die fonds tot onder £50 daal en kan nie hervat word totdat die bedrag op 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 ter insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

(d) Alle onkoste wat vir die administrasie van die fonds aangegaan 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. Sodanige tjeks moet deur twee persone wat daartoe deur die Raad gemagtig is, onderteken word.

(f) Al die gelde wat deur die Raad beskou word as 'n surplus bo die behoeftes van die fonds, 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 die fonds se verpligtings te kan nakom.

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

(16) *Likwidasie.*—(a) Die fonds moet gelikwider word ingeval die Raad gederegistreer word en nadat enige ooreenkoms wat van krag was, verstryk het, of by besluit van die Raad om die fonds te likwider.

(b) As kurators van die fonds word aangestel die firma Port Elizabeth Board of Executors and Commercial Trust Company, Ltd., wat ingeval van likwidasie en nadat alle krediteure, administrasie- en likwidasiekoste betaal is alle gelde wat op krediet van die fonds oorbly op die volgende wyse van die hand moet sit:—

(i) Indien sodanige gelde wat op krediet van die fonds oorbly nie meer as £150 bedra nie, moet 33½ persent aan die Port Elizabeth and Uitenhage Master Hairdressers' Association betaal word; en 66½ persent moet aan die South African Hairdressers Employees' Industrial Union, Port Elizabeth and Uitenhage, betaal word.

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

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

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.

(10) No employee or working employer shall be accepted as a member of the fund unless he has been examined by a medical practitioner appointed by the Council and recommended for acceptance by such medical practitioner.

(11) No member 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 (9) until he has contributed for at least 13 weeks.

(12) An employee or working employer shall cease to be a member of the fund immediately he ceases, not due to unemployment, to be employed and/or engaged in the Hairdressing Trade.

(13) 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 (9) to the extent of the number of benefit 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.

(14) Medical service required by members in respect of any deformity, infirmity, chronic disease or other ailments from which a member 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 a member which is the result of conduct such as is referred to in section (9) (a) (ii) (aaa).

(15) *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 accounts shall be kept by the secretary as well as a record of members and of their contributions and of payments made on their behalf.

(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 or 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.

(16) *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, 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 exceeds £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) Ingeval die kuratore 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, moet sodanige gelde oorgedra word aan 'n fonds wat behoorlik gestig is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(v) Ingeval die kurators in subartikel (12) (b) genoem, om enige rede nie in staat is nie of onwillig om op te tree, 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) Ten opsigte van enige persoon kan die Raad vrystelling van enige bepaling van hierdie Ooreenkoms weens enige goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop so 'n vrystelling verleen word in die tydperk waarin sodanige vrystelling van krag moet wees, vasstel; met dien verstande dat die Raad na goeddunke en nadat een week skriftelike kennisgewing aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie 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 naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, vasgestel ingevolge die bepalings van subartikel (2) van hierdie artikel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die sekretaris van die Raad moet—
- (a) 'n kopie hou van elke sertifikaat wat uitgereik word en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, stuur;
 - (b) as die vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks een sjieling (1s.) van die verdienste van elkeen van sy werknemers aftrek, uitgesonderd vakleerlinge, algemene assistente en minderjarige genoem in artikel 4 (1) (c) en (e) vir wie minimum lone in hierdie Ooreenkoms 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 bedrag voor of op die 7de dag van elke maand aan die sekretaris van die Raad stuur.

18. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

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

19. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om behulpsaam te wees met die toepassing van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige persone op hul persele toe te laat, sulke ondersoeke in te stel en te voltooi en sodanige boeke, dokumente, loonstate, tydkaarte en betaalkaartjies te ondersoek en alle werk te verrig wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag valse verklaring aan sodanige agent tydens sy ondersoek doen nie.

20. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm kragtens die Wet voorgeskryf, vertoon en vertoon hou.

21. BEHEER VAN PERSELE.

Geen werkgewer mag die Haarkappersbedryf op persele uitoefen—

- (a) wat nie behoorlik verlig en geventileer en van 'n genoegsame voorraad warm en koue stromende water voorsien is nie;
- (b) wat nie met geglasuurde wasbakke met uitlaatype en 'n onskadelike rioleerstelsel toegerus is nie;
- (c) waarvan die mure en vloere gemaak is van materiaal wat verhinder dat hulle skoon gehou kan word nie;
- (d) wat toegerus is met rakke, toebehore of ander vaste toebehore wat nie van glas, marmar of leiklip vervaardig of met enimmal afgewerk of met sink of ander materiaal wat maklik skoonmaak en duursaam is, bedek is nie;

(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.

(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, Department 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, general 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 the seventh day of such month.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any employees who are representatives of 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. CONTROL OF PREMISES.

No employer shall carry on the Hairdressing Trade in premises—

- (a) which are not adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material which will permit of their being kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE—PORT ELIZABETH AND-UITENHAGE.

**Commercial Building,
Adderley Street,
Port Elizabeth.**

Financial Return for the Month of

Name of Employee.	Number of Weeks.	Basic Wage.	Sick Fund Contributions.		Council Levy, Employee only.	Remarks.
			Employee.	Employer.		
			A	B		
			Employer's contribution.....			
					C	

SICK FUND CONTRIBUTIONS.

- | | |
|------|--|
| A | |
| B | |
| C | |
| ...£ | |

We enclose cheque for.....£

COUNCIL LEVIES.

All employees other than apprentices, general assistants and labourers contribute 1s. per week and casual employees 3d. per week. Employers contribute a like amount in each case.

Name of Firm.

Address

VAN DIE
VOLKSRAAD

is verkrygbaar van die
Staatsdrukker, Pretoria en Kaapstad
teen die volgende pryse—

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BLADSYE – 1s.**
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50 bladsye of gedeelte
daarvan

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