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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.*

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 156.] [27 Januarie 1956.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, WITWATERSRAND.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheidversoeningwet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Haarkappersbedryf betrekking het, vanaf die 28ste dag van Januarie 1956 en vir die tydperk wat op die 27ste dag van Januarie 1958 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 5 (2) (b), 5 (2) (d) tot en met 13 (1), 15 en 19 tot en met 22 van genoemde Ooreenkoms vervat, vanaf die 28ste dag van Januarie 1956 en vir die tydperk wat op die 27ste dag van Januarie 1958 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf, in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1, 3 tot en met 5 (2) (a), 5 (2) (d) tot en met 8, 10 tot en met 12, 14, 15 en 22 van genoemde Ooreenkoms vervat, vanaf die 28ste dag van Januarie 1956 en vir die tydperk wat op die 27ste dag van Januarie 1958 eindig, in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR

* No. 156.] [27 January 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, WITWATERSRAND.

I, JOHANNES DE KLERK, 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 28th day of January, 1956, and for the period ending the 27th day of January, 1958, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that 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 5 (2) (b) (inclusive), 5 (2) (d) to 13 (1) (inclusive), 14, 15 and 19 to 22 (inclusive) of the said Agreement, shall be binding from the 28th day of January, 1956, and for the period ending the 27th day of January, 1958, upon the other employers and employees engaged or employed in the said trade in the Municipal Areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Municipal Areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging, and from the 28th day of January, 1956, and for the period ending the 27th day of January, 1958, the provisions contained in clauses 1, 3 to 5 (2) (a) (inclusive), 5 (2) (d) to 8 (inclusive), 10 to 12 (inclusive), 14, 15 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.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF,
WITWATERSRAND.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, aangegaan deur die

Witwatersrand Master Hairdressers' Association

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

S.A. Hairdressers' Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Witwatersrand.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf in die munisipale gebiede Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is; met dien verstande dat die op vakleerlinge slegs van toepassing is vir sover dit met die bepalings van die Vakleerlingen Wet, 1922, soos gewysig, of van die Wet op Vakleerlinge, 1944, of enige voorwaardes ingevolge daarvan vasgestel in stryd is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet en 'n verwysing na 'n wet of ordinnansie sluit alle wysigings van dié wet of ordinnansie in, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;
„ooreenkoms”, 'n ooreenkoms wat kragtens die bepalings van die Nywerheid-versoeningswet, 1937, gepubliseer en bindend gemaak is vir werkgewers en werknemers in die Haarkappersbedryf;

„vakleerling”, 'n werknemer in diens ingevolge 'n skriftelike leerlingkontrak geregistreer ooreenkomstig die Wet op Vakleerlinge, 1944;

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

„sentrale gebied”, die munisipale gebied van die stad Johannesburg;

„Raad”, die Nywerheidsraad vir die Haarkappersbedryf (Witwatersrand wat ingevolg artikel twee van die Nywerheid Versoenings Wet, 1924, geregistreer is en beskou word geregistreer te wees ingevolge artikel *negentien* gelees met artikel twee van die Nywerheid-versoeningswet, 1937;

„inrigting”, elke plek waar toilet dienste gewoonlik vir blankes verrig word;

„ervaring”, die totale dienstyd of dienstye van die werknemer in die Haarkappersbedryf;

„haarkapper”, 'n werknemer, behalwe 'n minderjarige genoem in klousule 4 (1) (d) of 'n vakleerling wat ingevolge 'n dienskontrak kragtens die Wet op Vakleerlinge, 1944, in diens is, wat een of meer van die werksaamhede verrig wat in hierdie Ooreenkoms onder toilet dienste bepaal word;

„haarkapper (gekwalifiseer)”, 'n werknemer, behalwe 'n minderjarige genoem in klousule 4 (1) (d), of 'n vakleerling wat ingevolge 'n dienskontrak kragtens die Wet op Vakleerlinge, 1944, in diens is, wat—

(a) 'n leerlingkontrak kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, uitgedien het; of

(b) die Raad deur middel van 'n eksamen of op ander wyse kan oortuig van sy bekwaamheid in die damesbedryf in hare sny, marcelkarteling, set, bleik, kleur, alle metodes van blywende karteling en skoonheidsbehandeling; en in die mansbedryf in sny, skeer, haarwas (droog en olie) en slyp van skeermesse; of

(c) 'n bekwaamheidsertifikaat besit wat uitgereik is deur 'n Nywerheidsraad vir die Haarkappersbedryf, of sodanige ander liggaam wat, na die mening van die Raad, bevoeg is om sodanige sertifikate uit te reik;

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

„damesbedryf”, die tak van die Haarkappersbedryf waarin toilet dienste aan vroulike persone verskaf word;

„algemene helper”, 'n werknemer wat persele skoonmaak en/of uitvee, skone skoonmaak, boodskappe doen en gerei en/of toiletbenodigdhede was;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between the

Witwatersrand 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

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

being the parties to the Industrial Council for the Hairdressing Trade (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the Municipal Areas of Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging, 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, as amended, or the Apprenticeship Act of 1944, 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 remain 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 intention 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;

„Agreement” means an agreement published and made binding upon employers and employees in the Hairdressing Trade in accordance with the provisions of the Industrial Conciliation Act of 1937;

„apprentice” means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act of 1944;

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

„central area” means the municipal area of the City of Johannesburg;

„Council” means the Industrial Council for the Hairdressing Trade (Witwatersrand), registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen*, read with section *two* of the Industrial Conciliation Act of 1937;

„establishment” means any premises in which toilet services are normally rendered to Europeans;

„experience” means the total period or periods of service an employee has had in the Hairdressing Trade;

„hairdresser” means an employee other than a minor referred to in clause 4 (i) (d) or an apprentice indentured under the Apprenticeship Act of 1944, who performs any one or more of the operations as defined under toilet services in these definitions;

„hairdresser” (qualified) means an employee other than a minor referred to in clause 4 (i) (d) or an apprentice indentured in terms of the Apprenticeship Act of 1944, who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act of 1944; or

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, marcel waving, setting, bleaching, dying, all methods of permanent waving, and beauty culture; and in the men's trade in cutting, shaving, shampooing (dry and oil) and razor setting; or

(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;

„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;

„general assistant” means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands, and washing of utensils and/or toilet requisites;

- "mansbedryf", die tak van die Haarkappersbedryf waarin aan manlike persone toilet dienste, soos hierin bepaal, verskaf word;
- "minderjarige", 'n werknemer onder die ouderdom van 21 jaar wat gedurende die gebruikelike proeftydperk wat hy aldus sonder vakleerlingkontrak in diens mag wees, diens doen in die bedryf van dameskapper en/of manskapper soos aangevys kragtens die bepalings van die Wet op Vakleerlinge, 1944;
- "premie", sonder om in enige opsig die gewone betekenis van die woord te beperk, beloning van watter aard ook al, wat in ruil vir die opleiding van 'n werknemer in enigeen van of albei afdelings van die Haarkappersbedryf gegee word;
- "ontvangklert en/of telefonis", 'n vroulike werknemer wat hoofsaaklik in diens is om klante te ontvang of oor die telefoon of andersins afsprake af te neem en/of rekenings en state byhou of enige ander vorm van klerklike werk verrig, benewens die hanteer van kontant en oor die toonbank verkoop;
- "Randgebiede", die munisipale gebiede Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraisburg, Krugersdorp, Randfontein en Vereeniging;
- "toilet dienste"—
- (a) *damesbedryf*, hare was, sny, skroei, masseer (kop of gesig), kartel (blywend), marcelkarteling en set, hare kleur, tint, naelversorging, winkbroue pluk, bordwerk, trigologiese en skoonheidsbehandeling;
- (b) *mansbedryf*, hare sny, skeer, hare was en skroei, masseer (kop of gesig) en trigologiese behandeling;
- "werkende werkgewer", 'n werkgewer of enige vennoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat deur enigeen van sy werknemers gedoen word.

4. LONE.

(1) Behoudens die bepalings van subklousules (2) en (3) van hierdie klousule, mag 'n werkgewer geen lone wat laer is as die volgende skale betaal en mag 'n werknemer dit nie aanneem nie:—

	£.	s.	d.
(a) Mansbedryf (manlik of vroulik):			
(i) Haarkapper (gekwalfiseer) ...	8	5	0 per week of
	35	15	0 per maand.
(ii) Los werknemer ...	1	10	0 per dag.
(b) Damesbedryf:			
(i) Haarkapper (gekwalfiseer) (manlik) ...	9	5	0 per week of
	40	5	4 per maand.
(ii) Haarkapper (gekwalfiseer) (vroulik) ...	5	10	2 per week of
	23	17	2 per maand.
(iii) Los werknemer (manlik of vroulik) ...	1	10	0 per dag.
(c) Ontvangsklerk en/of telefonis ...	3	2	6 per week of
	13	10	10 per maand.
(d) Minderjariges in die dames- of mansbedryf ...	1	10	0 per week.
(e) Algemene helpers:			
(i) Manlik—			
oor 18 ...	1	15	0 per week of
	7	11	8 per maand.
onder 18 ...	1	7	6 per week of
	5	19	2 per maand.
(ii) Vroulik—			
oor 18 ...	1	12	6 per week of
	7	0	10 per maand.
onder 18 ...	1	5	0 per week of
	5	8	4 per maand.

(2) 'n Werknemer wat in 'n week in sowel die damesbedryf as die mansbedryf werksaam is, moet vir daardie hele week die lone betaal word wat in paragraaf (a) of (b) van subklousule (1) van hierdie klousule voorgeskryf word, naamlik die hoogste van die bedrae.

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

(4) 'n Werkgewer mag niemand as 'n manlike of vroulike kapper in diens hê nie tensy sodanige persoon 'n kapper (gekwalfiseer) is, soos bepaal in klousule 3, en/of 'n minderjarige soos bepaal in klousule (4) (1) (d) en/of 'n vakleerling, tensy die loon vir 'n haarkapper (gekwalfiseer) betaal word, en vir alle doeleindes van hierdie Ooreenkoms, moet so 'n werknemer as 'n kapper (gekwalfiseer) beskou word.

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

"minor" means an employee under the age of 21 years employed in the trade of ladies' and/or men's hairdresser designated in terms of the Apprenticeship Act, 1944, during the usual probationary period during 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;

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

"Reef area" means the municipal areas of Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraisburg, Krugersdorp, Randfontein and Vereeniging;

"toilet services" means—

(a) *ladies' trade*, the operation in shampooing, haircutting, hair-singeing, massaging (head or face), waving (permanent), marcel and setting, hairdrying, tinting, manicuring, eyebrow plucking, board work, trichological treatment and beauty culture;

(b) *men's trade*, haircutting, shaving shampooing and singeing, massaging (head or face) and trichological treatment;

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

4. WAGES.

(1) Subject to the provisions of sub-clauses (2) and (3) of this clause, an employer shall pay wages at not less than, and an employee shall not accept wages at rates lower than the following:—

	£.	s.	d.
(a) Men's trade (male or female):			
(i) Hairdresser (qualified) ...	8	5	0 per week or
	35	15	0 per month.
(ii) Casual employee ...	1	10	0 per day.
(b) Ladies' trade:			
(i) Hairdresser (qualified) (male) ...	9	5	0 per week or
	40	5	4 per month.
(ii) Hairdresser (qualified) (female) ...	5	10	2 per week or
	23	17	2 per month.
(iii) Casual employee (male or female) ...	1	10	0 per day.
(c) Receptionist and/or telephonist ...	3	2	6 per week or
	13	10	10 per month.
(d) Minor's employed in the ladies' or men's trade ...	1	10	0 per week.
(e) General Assistants:			
(i) Male—			
over 18 ...	1	15	0 per week or
	7	11	8 per month.
under 18 ...	1	7	6 per week or
	5	19	2 per month.
(ii) Female—			
over 18 ...	1	12	6 per week or
	7	0	10 per month.
under 18 ...	1	5	0 per week or
	5	8	4 per month.

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

(3) An employer and/or an employee shall not accept a premium for the training of any person as a hairdresser.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a hairdresser (qualified) as defined under clause 3 and/or is a minor such as is referred to in clause 4 (1) (d) and/or an apprentice, unless the wage for a hairdresser (qualified) is paid, and such an employee shall for all purposes of this Agreement, be deemed to be a hairdresser (qualified).

(5) Niks in hierdie klousule laat 'n vermindering van die loon wat 'n werknemer onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms ontvang het, toe nie, vir solank as wat die werknemer by dieselfde werkgever in diens bly.

(6) Geen werkgever mag 'n persoon onder die ouderdom van vyftien (15) jaar in diens hê nie, en ook mag geen minderjarige in enige hoedanigheid hoegenaamd in diens wees nie, behalwe vir die proeftydperk ingevolge die bepalings van die Wet op Vakleerlinge in 'n aangewese bedryf of op die loonskaal soos in hierdie Ooreenkoms voorgeskryf.

(7) Los werknemers kan slegs in diens geneem word vir die vervanging van werknemers of werkende werkgevers of vennote wat tydelik met siekteverlof of geleentheidsverlof afwesig is.

(8) Elke werkgever moet gedurende die looptyd van hierdie Ooreenkoms benewens die lone wat in hierdie klousule voorgeskryf word, op elke betaaldag lewenskostetoelae aan die werknemers betaal volgens die skale soos gespesifiseer kragtens Oorlogsmaatregel No 43 van 1942, soos van tyd tot tyd gewysig.

5. BETALING VAN LONE EN GEMAGTIGDE AFTEKKINGS.

(1) Lone moet na gelang van die geval, weekliks of maandeliks kontant betaal word, tensy die werknemer se dienskontrak voor die gebruikelike betaaldag beëindig word, en in die geval moet lone onmiddellik by die beëindiging betaal word; die verskuldigde loon moet in 'n geslote kovert geplaas word, waarop die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling gedoen word, alle bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die kovert ingesluit is, geskryf moet staan. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by die beëindiging van elke dienskontrak aan hom betaal word.

(2) Geen aftrekking van watter aard ook al, behalwe ondergenoemde, kan van die bedrag wat aan 'n werknemer verskuldig is, gemaak word nie:—

- Behoudens soos bepaal in klousule 7, wanneer 'n werknemer van sy werk af wegbly, 'n *pro rata* bedrag vir die tydperk van afwesigheid;
- bydraes tot die raadsfondse ingevolge klousule 13 van hierdie Ooreenkoms;
- ledegeld en versekeringspremies aan die Southern Transvaal Branch of the S.A. Hairdressers' Employees' Industrial Union, ingevolge klousule 13 (2) van hierdie Ooreenkoms;
- bydraes tot die Siektebystandfonds vir die Haarkappersbedryf ingevolge klousule 22 van hierdie Ooreenkoms.

(3) Lone wat kragtens klousule 4 verskuldig is en alle ander besoldiging wat aan 'n werknemer wat op 'n weeklikse dienskontrak is, verskuldig is, moet op die Saterdag van elke week gedurende die maand om 12-uur middag betaal word, met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling op die voorafgaande besigheidsdag om 5.30 nm. gedoen moet word; as 'n werknemer op 'n maandelikse dienskontrak in diens is, moet die besoldiging wat kragtens hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand om 5.30 nm. aan hom betaal word, of om 12-uur middag ingeval die laaste dag 'n Saterdag is. Voorts met dien verstande dat as hierdie dag van aardie bepaalde maand nie 'n besigheidsdag is nie, die loon op die besigheidsdag wat hierdie dag onmiddellik voorafgaan, betaal moet word of as hierdie dag 'n Saterdag is, dan om 12-uur middag op daardie dag.

(4) Betaling van lone moet geskied op die plek waar die werknemer werklik werksaam of in diens is op die tydstop van die betaling van lone.

6. WERKURE.

(1) Die gewone werkure ten opsigte van alle werknemers in die Haarkappersbedryf is—

- nie meer as 46 uur in 'n week van ses werkdae in die mansbedryf nie;
- nie meer as 45 uur in 'n week van ses werkdae in die damesbedryf nie;
- die werkure moet in ooreenstemming wees met die aanvangs- en stakingsuur soos vasgestel in die tydrooster hieronder, met 'n onderbreking van een uur vir middagete wat tussen 12-uur middag en 2-uur nm. geneem moet word, op Maandae tot Vrydae en sulke onderbrekings word nie as werktyd beskou nie.

TYDROOSTER.

Mansbedryf.	Van	Tot
Maandag tot Vrydag	8.15 vm.	5.30 nm.
Saterdag	8.15 vm.	1.00 nm.
Damesbedryf.		
Maandag	8.30 vm.	5.10 nm.
Dinsdag	8.30 vm.	5.10 nm.
Woensdag	8.30 vm.	5.10 nm.
Donderdag	8.15 vm.	5.45 nm.
Vrydag	8.15 vm.	5.45 nm.
Saterdag	8.00 vm.	1.00 nm.

(2) Geen werkgever mag van 'n werknemer vereis of hom toelaat om met sy werk te begin voor of daarmee op te hou na die ure wat in die tydrooster onder subklousule 1 (c) van hierdie klousule vasgestel is nie, en 'n werknemer mag nie met sy werk begin voor of daarmee ophou na hierdie ure nie.

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

(6) An employer shall not employ any person under the age of fifteen (15) years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the Apprenticeship Act, in a designated trade or at the rate of wages laid down in this Agreement.

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

(8) Every employer, shall, during the currency of this Agreement, in addition to the wages prescribed in this clause, on each pay-day pay to the employees cost of living allowance at the rates specified under War Measure No. 43 of 1942, as amended from time to time.

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS.

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

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

- Save as provided in clause 7 where an employee absents himself from work, a *pro rata* amount for the period of such absence.
- Contributions to Council funds in terms of clause 13 of this Agreement.
- Subscriptions and Insurance Premiums to Southern Transvaal Branch of the S.A. Hairdressers' Employees' Industrial Union in terms of clause 13 (2) of this Agreement.
- Contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 22 of this Agreement.

(3) Wages due in terms of clause 4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the Saturday of each and every week during the month at 12 noon, provided that where Saturday is a public holiday payment shall be made on the previous business day at 5.30 p.m.; where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement on the last day of each and every month at 5.30 p.m. or at 12 noon in the event of such last day being a Saturday. Provided further that should such day of that particular month be other than a business day such wages shall be paid on the business day immediately preceding such day, or should such day be a Saturday then at 12 noon on that day.

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

6. HOURS OF WORK.

(1) The ordinary working hours in respect of all employees engaged in the Hairdressing Trade shall be—

- in the men's trade for not more than 46 hours during any week of six working days;
- in the ladies' trade for not more than 45 hours during any week of six working days;
- the working hours shall be in accordance with the commencing and termination time as laid down in the schedule hereunder, with a break of one hour for lunch to be taken between 12 noon and 2 p.m., on Mondays to Fridays and such intervals shall not be regarded as working time.

SCHEDULE.

	From	To
Men's Trade.		
Mondays to Fridays	8.15 a.m.	5.30 p.m.
Saturdays	8.15 a.m.	1.00 p.m.
Ladies' Trade.		
Monday	8.30 a.m.	5.10 p.m.
Tuesday	8.30 a.m.	5.10 p.m.
Wednesday	8.30 a.m.	5.10 p.m.
Thursday	8.15 a.m.	5.45 p.m.
Friday	8.15 a.m.	5.45 p.m.
Saturday	8.00 a.m.	1.00 p.m.

(2) No employer shall require or permit an employee to commence work before or to terminate work after the hours as laid down in the schedule to sub-clause 1 (c) of this clause, and an employee shall not commence work before or terminate work after these hours.

(3) Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting 'n tydrooster wat die name van sy werknemers voluit vermeld, vertoon. Daardie tydrooster moet voor 12-uur middag op die laaste werkdag van die week voor die week waarop die tydrooster betrekking het, opgeplak word en moet duidelik die aanvangsuur van werk, die middagteonderbreking, en die stakingsuur van elke werknemer toon.

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

(5) *Verbod op oortyd.*—'n Werknemer mag nie toegelaat word, en dit kan nie van hom vereis word om langer as die ure soos voorgeskryf in subklousule (1) van hierdie klousule te werk nie.

(6) Werkgewers is nie geregtig om hul persele buite die ure wat in klousule 19 van hierdie Ooreenkoms bepaal word, oop te hou nie, behalwe vir die doel om hul persele te lug.

(7) Geen werknemer mag haarkapperswerk buite die ure wat in subklousule (1) van hierdie klousule vasgestel is, onderneem of verrig nie.

(8) 'n Onderbreking van minstens een uur vir 'n maaltyd moet aan alle werknemers toegestaan word tussen die ure 12-uur middag en 2 nm. op alle werkdag uitgesonderd Saterdag; met dien verstande dat geen werknemer verplig of toegelaat mag word om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie, en vir die doel van hierdie voorbehoudsbepaling, word werktye wat deur 'n pouse van minder as 'n uur onderbreek word, as aaneenlopend beskou.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging op alle openbare vakansiedae wat aan hom toegestaan moet word en wat hy moet neem.

(2) Aan elke werknemer, uitgesonderd los werknemers, moet in elke jaar diens by dieselfde werkgewer drie (3) agtereenvolgende weke afwesighedsverlof met volle besoldiging toegestaan word. Die drie weke moet 18 werkdag insluit en wanneer 'n openbare vakansiedag binne die verloftyd kragtens die bepaling hiervan val, moet so 'n vakansie by sodanige tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

(3) Jaarlikse verlof kragtens subklousule (2) moet op 'n tydstop geneem word wat tussen die werkgewer en die werknemer twee maande voordat sodanige verlof aanbreek, gereël is, en moet in elk geval deur die werkgewer toegestaan en deur die werknemer geneem word sodat dit binne twee maande, nadat dit aanbreek, 'n aanvang kan neem.

(4) Wanneer 'n werknemer een jaar diens by dieselfde werkgewer voltooi het en die werkgewer of werknemer verlang om die genoemde diens te beëindig voordat die werknemer verlof kragtens subklousule (2) geneem het, moet die genoemde werknemer sy verlof toegestaan word en moet hy dit neem voordat kennis van diensbeëindiging gegee word. Besoldiging vir sodanige verlof moet geen pro rata bedrag van verlofbesoldiging insluit ten opsigte van verlof wat vir genoemde werknemer *mutatis mutandis* kragtens subklousule (5) opgehoop het ten opsigte van diens by dieselfde werkgewer nadat die werknemer op verlof kragtens subklousule (2) geregtig geword het nie. Sodanige pro rata verlof moet *mutatis mutandis* kragtens subklousule (6) hiervan aan die Raad betaal word.

(5) Indien 'n werknemer se diens voor die voltooiing van 'n diensjaar beëindig word, dog na die voltooiing van een maand diens, is die werknemer geregtig op 1/17de van 'n week se loon, wat hy ontvang het toe sy diens beëindig is, vir elke voltooiide week diens in die onvoltooiide jaar.

(6) Die werkgewer moet die Sekretaris van die Raad in kennis stel omtrent die datum waarop die werknemer se verlof kragtens subklousule (2) moet begin of sy diens beëindig moet word na gelang van omstandighede, en aan die Raad tegelykertyd die verlofbesoldiging, wat aan die werknemer verskuldig is, as daar is, in elke geval stuur. Sodanige kennisgewing en betaling moet die Sekretaris van die Raad minstens 7 dae voor die datum bereik waarop verlof kragtens subklousule (2) 'n aanvang neem, of binne die sewe dae na die diensbeëindiging, na gelang van omstandighede. Wanneer 'n werknemer sy verlof moet neem, soos kragtens subklousule (2) voorgeskryf, moet die verlofbesoldiging, wat aan die Raad gestuur is, onmiddellik aan hom betaal word, maar indien die werknemer se diens beëindig is, moet die pro rata verlofbesoldiging, wat aan die Raad gestuur is, deur die Raad gehou word tot tyd en wyl die werknemer altesaam 'n jaar diens in die Haarkappersbedryf, gedek deur hierdie Ooreenkoms, voltooi het. Wanneer die werknemer 'n jaar diens altesaam in genoemde Haarkappersbedryf voltooi het, sal van hom vereis word om kragtens subklousule (2) verlof te neem en sy werkgewer moet hom sodanige verlof binne twee maande toestaan nadat hy hierkragtens daarop geregtig word, en die werkgewer moet aan die Raad 1/17de van die weekloon betaal wat die werknemer onmiddellik voor die aanvang van sy verlof ontvang het vir elke voltooiide diensweek by genoemde werkgewer totdat hy op verlof geregtig geword het en sodanige geld moet sonder versuim aan die werknemer deur die Raad betaal word saam met die balans van die verlofbesoldiging wat in sy krediet staan; met dien verstande dat—

(a) indien genoemde werkgewer of werknemer genoemde diens wil beëindig, nadat die werknemer op verlof geregtig geword het, die werknemer verplig is om sy verlof te neem en sy verlof aan hom toegestaan moet word voordat sy

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

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

(5) *Prohibition of Overtime.*—An employee shall not be permitted or required to work in excess of the number of hours prescribed in sub-clause (1) of this clause.

(6) Employers shall not be entitled to keep their premises open outside the hours laid down in clause 19 of this Agreement save and except for the purpose of airing their premises.

(7) No employee shall undertake or perform any hairdressing work outside the hours as laid down in sub-clause (1) of this clause.

(8) All employees shall be allowed a break of at least one hour for a meal between the hours of noon and 2 p.m. on all working days except Saturday; provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; and for the purpose of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Each employee, except casual employees, shall be entitled to and be granted and shall take leave on full pay on all public holidays.

(2) Each employee, except casual employees, shall be granted in each year of service with the same employer three (3) consecutive weeks leave of absence on full pay. The three weeks shall include 18 working days and whenever a public holiday falls within the period of leave in terms hereof such holiday shall be added to the said period as a further period of leave of absence on full pay.

(3) Annual leave in terms of sub-clause (2) shall be taken at a time to be arranged between the employer and the employee, two months before such leave is due, and shall in any case be granted by the employer and taken by the employee so as to commence within two months of it falling due.

(4) Whenever an employee has completed one year of service with the same employer and the employer or employee desires to terminate the said employment before the employee has taken leave in terms of sub-section (2), the said employee shall be granted and shall take his leave before notice of termination of employment is given. Payment for such leave shall not include any pro rata amount of leave pay in respect of leave which had accrued to the said employee *mutatis mutandis* in terms of sub-section (5) in respect of service with the same employer after the employee's leave in terms of sub-section (2) became due. Such pro rata leave shall *mutatis mutandis* be paid to the Council in terms of sub-section (6) hereof.

(5) When an employee's employment is terminated before the completion of a year's service, but after the completion of one month's service the employee shall be entitled to 1/17th of a week's wages which he was receiving when his employment was terminated for each completed week of employment in the uncompleted year.

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of sub-section (2) or his services shall be terminated, as the case may be and shall remit to the Council at the same time the holiday pay due to the employee, if any, in each instance. Such notification and remittance to reach the Secretary of the Council at least seven days before the date when leave in terms of sub-section (2) commences, or within the seven days after the termination of employment as the case may be. When an employee is to take his leave as prescribed in terms of sub-section (2), the leave pay remitted to the Council shall be paid over to him forthwith, but where the employee's employment has been terminated, the pro rata leave pay remitted to the Council shall be retained by the Council until such time as the employee has completed in the aggregate a year of service in the Hairdressing Trade, covered by this Agreement.

When the employee has completed a year of service in the aggregate in the said Hairdressing Trade, he shall thereupon be required to take leave in terms of sub-clause (2) and his employer shall be required to grant him such leave within two months of it falling due in terms hereof and the employer shall pay to the Council 1/17th of the weekly wage that the employee was receiving immediately prior to proceeding on leave for each completed week of employment with the said employer up to the time his leave was due and such money shall forthwith be paid to the employee by the Council together with the balance of the leave pay standing to the employee's credit; provided—

(a) that where the said employer or employee desires to terminate the said employment, after the employee has qualified for leave, the employee shall be required to take and shall be granted his leave before his services

dienste aldus beëindig word; die bepalinge van subklousule (4) is *mutatis mutandis* van toepassing ten opsigte van enige pro rata verlofbesoldiging wat aan die werknemer verskuldig is;

- (b) niesteenstaande andersluidende bepalinge hierin, indien 'n werknemer nie 'n jaar diens in genoemde bedryf voltooi het nie, na die verstryking van 18 maande, van die datum af waarop die eerste pro rata verlofbesoldiging ten opsigte van so 'n jaar diens aan die Raad betaal is, moet die geld wat in die krediet van so 'n werknemer staan aan hom betaal word sonder dat daar vereis word dat hy verlof moet neem of dat dit aan hom toegestaan moet word en van die datum van sodanige betaling af word hy beskou sy volgende jaar diens te begin het, maar indien hy op daardie stadium werkloos is, word sy volgende jaar diens beskou 'n aanvang te geneem het van die datum af waarop hy daarna werk in genoemde bedryf kry; en
- (c) in geval van 'n werknemer se dood alle verlofbesoldiging, wat in sy krediet staan, in sy boedel gestort moet word.

(7) Vir die toepassing van hierdie artikel moet 'n werknemer se jaar diens waarvoor hy op drie weke jaarlikse verlof geregtig is, plus enige openbare vakansiedae wat binne daardie tydperk met volle besoldiging val, soos in hierdie klousule voorgeskryf, twaalf maande diens altesaam in genoemde bedryf wees, bereken van die datum van sy eerste indiensneming in genoemde bedryf of van die datum af waarop hy laas op jaarlikse verlof geregtig geword het, of van die datum af waarop hy laas pro rata verlofbesoldiging in genoemde bedryf ontvang het, sonder dat hy enige verlof geneem het, naamlik die jongste datum; met dien verstande dat indien 'n werknemer op die datum werkloos was waarop hy laas pro rata verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens subklousule (6)(b) geneem het, daar beskou sal word dat sy volgende jaar diens van die datum af begin waarop hy in die bedryf weer in diens geneem is.

(8) Vir die toepassing van hierdie klousule moet daar beskou word dat diens enige tydperk omvat waarin die werknemer kragtens die bepalinge van hierdie artikel met verlof is, of ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding ondergaan, of van die werk op bevel of op versoek van die werkgever afwesig is, of van die werk weens siekte of ongeval afwesig is, maar enige tydperk van afwesigheid weens siekte of ongeval bo 30 dae in enige twaalf maande of drie agtereenvolgende dae indien die werknemer in gebreke bly om, op versoek van die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy weens siekte of ongeval verhinder is om sy werk te verrig, nie as diens beskou moet word nie.

(9) Geen werknemer moet in genoemde bedryf vir 'n loon of ander vergoeding werk terwyl hy met verlof met volle besoldiging afwesig is nie.

(10) Afwesigheidsverlof met volle besoldiging en kennisgewing van diensbeëindiging moet nie saamval nie.

(11) Enige bedrag wat in die krediet van 'n werknemer staan en nie na verloop van 2 jaar van die datum af waarop die werknemer op so 'n bedrag geregtig was, aan so 'n werknemer uitbetaal is nie, moet in die fondse van die Raad gestort word; met dien verstande, egter, dat die Raad enige eis in oorweging moet neem wat deur so 'n werknemer ingestel word na afloop van genoemde tydperk en dat hy na goeë dunske 'n *ex gratia* betaling uit die fondse van die Raad aan so 'n werknemer, hierin genoem, kan doen.

(12) Elke vakleerling in diens by genoemde bedryf is op twaalf (12) dae siekteverlof met volle besoldiging in enige diensjaar by dieselfde werkgever geregtig, mits so 'n vakleerling nie minder as drie dae, of meer as sewe dae, in enige enkelsiekte tydperk afwesig is nie, en met dien verstande dat hy aan sy werkgever 'n sertifikaat van 'n geneeskundige in verband met sodanige siekte moet voorleë; en voorts met dien verstande dat indien 'n vakleerling minder as drie dae afwesig is, geen siektebesoldiging betaalbaar is nie en indien afwesig vir meer as sewe dae, slegs sewe dae siektebesoldiging verskuldig is, insluitende die eerste drie dae van so 'n tydperk. Die bepalinge van hierdie subklousule is nie van toepassing op 'n vakleerling wat toegestem het om 'n lid van genoemde Siektebystandfonds van die Haarkappersbedryf ooreenkomstig klousule 22 (10) van hierdie Ooreenkoms te word nie.

(13) Alle gelde in die besit van die Raad kragtens hierdie artikel moet in 'n aparte trustrekening gehou word.

8. DIENSBEËINDIGING.

'n Werknemer, uitgesonderd 'n los werknemer of sy werkgever moet minstens een week kennis van diensopsegging gee om sy dienskontrak te beëindig; met dien verstande dat hierdie subklousule nie op 'n werkgever of 'n werknemer se reg inbreuk maak om die dienskontrak sonder kennisgewing te beëindig om 'n goeie rede wat wetlik as voldoende beskou word, of 'n ooreenkoms tussen 'n werknemer en sy werkgever wat voorsiening maak vir 'n diensopseggingstyd van gelyke duur aan albei kante en vir langer as een week nie.

9. BEKWAAMHEIDCERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens vier lede, waarvan twee werkgevers en twee werknemers is, wat die eksamens, genoem in subklousules (2) en (3), moet gaan afneem en by die Raad aanbevelings moet doen vir die uitreiking van sertifikate van bekwaamheid.

are thus terminated; the provisions of sub-clause (4) shall *mutatis mutandis* apply in respect of any pro rata leave pay due to the employee;

- (b) that notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the said trade after the expiration of 18 months from the date the first pro rata leave payment in respect of such year of service was paid to the Council, the money standing to the credit of such employee shall be paid to him without him being required to take or be granted any leave and from the date of such payment he will be deemed to have commenced his next year of service, but if he is unemployed at that stage, his next year of service shall be deemed to commence from the date he obtains employment in the said trade thereafter; and

- (c) that in the event of an employee's death all leave pay standing to his credit shall be paid into his estate.

(7) For the purpose of this section an employee's year of service for which he shall be entitled to three weeks annual leave plus any public holidays falling within that period on full pay, as provided for in this clause shall be twelve months employment in the aggregate in the said trade, calculated from the date of his first engagement in the said trade or from the date on which he last became entitled to annual leave, or from the date he last received pro rata leave pay in the said trade without taking any leave, whichever is the later; provided that if an employee was unemployed at the date he last received pro rata leave pay without taking any leave in terms of sub-clause 6 (b) his next year of service shall be deemed to commence from the date of his re-employment in the trade.

(8) For the purpose of this clause, employment shall be deemed to include any period during which the employee is on leave in terms of the provisions of this section or is undergoing training under the S.A. Defence Act, 1912, or is absent from work on the instruction or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 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 or accident from doing his work shall not be deemed to be employment.

(9) No employee shall work in the said trade for wages or other consideration while on leave of absence on full pay.

(10) Leave of absence on full pay and notice of termination of employment shall not run concurrently.

(11) Any amount standing to the credit of an employee and not paid to such employee after the expiration of 2 years from the date the employee was entitled to receive such amount, shall accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the funds of the Council to such employee as referred to herein.

(12) Every apprentice employed in the said trade shall be entitled to twelve (12) days sick leave on full pay in any one year of employment with the same employer, provided that such apprentice shall not be absent for less than three days or more than seven days in any one period of illness and shall produce to his employer a medical officer's certificate of such illness; provided further that if an apprentice is absent for less than three days, no sick pay shall be payable and if absent for more than seven days, only seven days sick pay is due, including the first three days in such period. The provisions of this sub-clause shall not apply to an apprentice who has agreed to become a member of the said Hairdressing Trade Sick Benefit Fund in accordance with clause 22 (10) of this Agreement.

(13) All moneys held by the Council in terms of this section shall be kept in a separate trust account.

8. TERMINATION OF SERVICE.

An employee other than a casual employee or his employer shall give not less than one week's notice, to terminate his contract of service; provided that this sub-clause shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by the Law as sufficient, or any agreement between an employee and his employer which provides for a period of notice of equal duration on both sides and for longer than one week.

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-clauses (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 doen om 'n sertifikaat van bekwaamheid, moet hy saam met die aansoek 'n bedrag van £1. 10s. aan die Raad stuur (deur bemiddeling van die Sekretaris), wat—

- (a) die applikant moet versoek om eksamen te doen; of
- (b) hom daarvan moet oortuig dat die applikant, as gevolg van sy jare ondervinding, op so 'n sertifikaat geregtig is en wanneer tot tevredenheid van die Raad bewys word dat die applikant bekwaam is, moet die Raad die sertifikaat uitreik.

(3) 'n Applikant wat in gebreke bly om 'n eksamen af te lê sonder om by die komitee 'n verontskuldiging wat die komitee bevredigend ag, in te dien, verbeur die eksamengeld.

10. BUITEWERK.

'n Werknemer mag nie vir eie rekening, of ten behoeve van enige ander persoon as sy werkgewer—

- (1) bestellings vir werk werf of aanneem, of werk in die Haarkappersbedryf onderneem, of
- (2) handeldryf in toiletbenodigdhede vir verkoop, wins of beloning,

terwyl die werknemer by 'n werkgewer in die Haarkappersbedryf in diens is nie.

11. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie, met die bepaling daarvan in stryd is nie.

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

12. VRYSTELLING.

(1) Die Raad kan vrystelling om enige goeie en voldoende rede ten opsigte van enige persoon van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalinge van subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad, nadat een week skriftelike kennis aan die betrokke persoon gegee is, na goeddunke enige vrystellingsertifikaat kan intrek.

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

- (a) die naam van die betrokke persoon, voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, vasgestel ooreenkomstig die bepalinge van subklousule (2) van hierdie klousule, waarop die vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) van elke sertifikaat wat uitgereik word, 'n afskrif bewaar en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur;
- (b) indien die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

13. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE SOUTHERN TRANSVAAL BRANCH OF THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION EN DIE WITWATERSRAND MASTER HAIRDRESSERS' ASSOCIATION.

(1) Om die uitgawes van die Raad te dek, moet elke werkgewer 1s. per week aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, algemene helpers en minderjariges genoem in klousule 4 (1) (d) en (e), vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en 3d. van elke los werknemer ten opsigte van elke week waarin hy by daardie werkgewer in diens was. By die totale bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks, uiters die 7de dag van elke maand, aan die Sekretaris van die Raad, Shakespeare-gebou 22-24, Commissionerstraat 114, of Posbus 1201, Johannesburg, stuur in die vorm soos voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

(2) Elke werkgewer wat lid van die Witwatersrand Master Hairdressers' Association is, moet ingevolge hierdie Ooreenkoms van die maand- of weeklone van sy werknemers (behalwe vakleerlinge) wat lede van die Vakvereniging is, die bedrag van die ledegeld en versekeringspremies aftrek wat aan die vakvereniging betaalbaar is en dit maandeliks, uiters die 7de dag van elke maand, aan die Sekretaris van die Raad, Shakespeare-gebou 22-24, Commissionerstraat 114, of Posbus 1201, Johannesburg, stuur, in die vorm soos voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

(3) Elke werkgewer wat lid van die Witwatersrand Master Hairdressers' Association is, moet 1/12de van sy jaarlikse lede geld, uiters die 7de dag van elke maand, aan die Sekretaris van die Raad, Shakespeare-gebou 22-24, Commissionerstraat 114, of Posbus 1201, Johannesburg, stuur, in die vorm soos voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

(2) Whenever an employer or an employee applies for a certificate of competency he shall forward with such application the sum of £1. 10s. 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 or take orders for or undertake work in the hair-dressing 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. 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.

12. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deem fit, after one week's notice, in writing, has been given to the persons concerned, withdraw any licence of exemption.

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption was granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;
- (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

13. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE SOUTHERN TRANSVAAL BRANCH OF THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION AND WITWATERSRAND MASTER HAIRDRESSERS' ASSOCIATION.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct one shilling per week from the earnings of each of his employees, except apprentices, general assistants and minors referred to in clause 4 (1) (d) and (e) for whom minimum wages are prescribed in this Agreement, and 3d. from 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 month by month the total sum to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month, in the form prescribed in Annexure "A" to this Agreement.

(2) Every employer who is a member of the Witwatersrand Master Hairdressers' Association shall, by authority of this Agreement, deduct from the monthly or weekly wage of his employees, other than apprentices, who are members of the trade union, the amount of subscriptions and insurance premiums payable to such union and remit same month by month to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month, in the form prescribed in Annexure "A" to this Agreement.

(3) Every employer, who is a member of the Witwatersrand Master Hairdressers' Association shall remit 1/12th of his annual fees to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agreement.

14. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n duidelik sigbare plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei offisiële tale en in die vorm soos voorgeskryf in die regulasies ingevolge die Wet, vertoon hou.

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever wat dit nie reeds ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werknemer wat na daardie datum in die Haarkappersbedryf begin, moet binne een maand na die datum waarop hy sy besigheid begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Sy naam en die naam van die besigheid voluit.
- (b) Die besigheidsadres.
- (c) Naam van elke werknemer voluit, die hoedanigheid waarin hy werksaam is en die lône wat betaal word.

(2) Elke werkgever moet maandeliks op die vorm soos voorgeskryf in Aanhangsel A hiervan, die name van alle persone in sy diens, met inbegrip van minderjariges en vakleerlinge, voluit verstrek.

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

(4) In die geval van 'n maatskappy met beperkte aanspreeklikheid, moet onderstaande besonderhede verstrek word bo en behalwe die besonderhede vereis ingevolge subklousule (1):—

- (i) Die name van die direkteure voluit, die naam van die persoon voluit wat werklik beheer het oor elke tak van die besigheid;
- (ii) die adres van die geregistreerde kantore van die maatskappy;
- (iii) die naam van die sekretaris van die maatskappy en alle ander ampsdraers van die maatskappy voluit.

(5) Elke werkgever moet in geval van 'n verandering in die besonderhede wat hy ingevolge hierdie klousule moet verstrek, binne veertien dae na die datum waarop die verandering plaasvind, daarvan kennis gee aan die Sekretaris van die Raad.

(6) Elke werkgever moet binne 24 uur na 'n werknemer se uitdienstreding of indienstreding by hom die kantoor van die Nywerheidsraad vir die Haarkappersbedryf (Witwatersrand en Vereeniging), daarvan in kennis stel.

16. AGENTE.

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

17. LIDMAATSKAP.

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

Geen werkgever wat lid van die werkgewersorganisasie is nie, mag sonder voorlegging van 'n geldige lidmaatskapkaart van die Southern Transvaal Branch of the South African Hairdressers' Employees' Industrial Union 'n werknemer in diens neem nie.

Die bepalinge van hierdie klousule is nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van die aanvang van sy diens in die bedryf geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalinge van hierdie klousule onmiddellik in werking tree.

Die bepalinge van hierdie klousule is nie van toepassing op persone wat nie kragtens die vakvereniging se konstitusie vir lidmaatskap in aanmerking kom of wat lidmaatskap geweier of uit die vakvereniging uitgesit is nie.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkgever moet aan enigteen 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 te vervul.

19. WERKENDE WERKGEWERS.

(1) Alle werkende werkgewers in die Haarkappersbedryf moet die ure wat in hierdie klousule vasgestel word, nakom:—

Maandae tot Vrydae: 8 vm. tot 6 nm.

Saterdag: 8 vm. tot 1 nm.

(2) Geen werkende werkgever mag haarkapperswerk buite die ure wat in subklousule (1) van hierdie klousule vasgestel is, onderneem of verrig nie.

14. EXHIBITION OF AGREEMENT.

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

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

- (i) The full name of the directors, the full name of the person in actual control of each branch of the business;
- (ii) address of the registered offices of the company;
- (iii) the full name of the secretary of the company and all other office bearers of the company.

(5) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within fourteen days of the date upon which such change took effect.

(6) Every employer shall, within 24 hours after an employee has left his service or after he has engaged an employee, notify in writing the office of the Industrial Council for the Hairdressing Trade (Witwatersrand and Vereeniging), thereof.

16. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries and examine such books, documents, wage sheets, time sheets, and pay tickets and do all such acts as may be necessary for the 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.

17. MEMBERSHIP.

An employer who is a member of the employers' organisation shall not employ an employee who is not a member of the trade union; and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employers' organisation.

No employer (who is a member of the employers' organisation) shall engage an employee, without the production of a "current membership card of the Southern Transvaal Branch of the South African Hairdressers' Employers' Industrial Union".

The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

The provisions of this clause shall not apply to persons who are not eligible in terms of the union's constitution for membership, or who have been refused membership of, or expelled from, the union.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. WORKING EMPLOYERS.

(1) All working employers engaged in the Hairdressing Trade shall observe the hours as laid down in this clause:—

Mondays to Fridays: 8 a.m. to 6 p.m.

Saturdays: 8 a.m. to 1 p.m.

(2) No working employer shall undertake or perform hairdressing work outside the hours as laid down in sub-clause (1) of this clause.

20. BEHEER OOR PERSELE.

- (1) Geen werkgewer mag die Haarkappersbedryf uitoefen in persele—
- wat nie voldoende verlig en geventileer is en nie 'n voldoende koue- en warmwatertoevoer het nie;
 - wat nie met verglaasde wasbakke met afleipype en 'n stelsel om afloopwater op onskadelike wyse af te voer, toegerus is nie;
 - waarvan die mure en die vloere nie gemaak is van materiaal wat maklik skoongemaak kan word nie;
 - wat toegerus is met rakke, monterings en ander toebehore wat nie van glas, marmer of lei gemaak is of wat met enimmels afgewerk of met sink of ander duursame materiaal wat maklik skoongemaak kan word, bedek is nie;
 - waarvan enige gedeelte gebruik word as 'n slaapplek of 'n plek vir die bewaring of bereiding van kos nie; tensy die afdeling wat vir die Haarkappersbedryf gebruik word van sodanige afdeling of plek geskei is deur 'n muur of mure wat geen deure, vensters, openings of ander verbindings daarmee het.

21. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkgewer moet vir die gebruik van elke kapper (gekwalfiseer) alle gereedskap en uitrusting verskaf wat nodig is om sy werk te verrig, behalwe—

- in die damesbedryf—
 - krultange;
 - skêre;
 - kamme;
 - knippers (nie elektries nie);
 - oorpakke;
 - in die mansbedryf—
 - knippers (nie elektries nie);
 - skêre;
 - skeermesse;
 - nekborsel;
 - kamme;
 - jasse;
 - ingeval die werkgewer 'n „kleurskema” in jasse en oorpakke ingevoer het wat aanpas by die kleurskema van sy salon, moet hy die vereiste jasse en oorpakke aan sy assistente verskaf.
- (2) 'n Werkgewer moet elke kapper (gekwalfiseer) voorsien van—
- minstens een ontsmettingskassie wat op alle tye 'n oplossing van minstens 40 persent formalien bevat vir die ontsmetting van alle gereedskap, behalwe skeerkwaste;
 - 'n antiseptiese bak wat 'n oplossing van formalien in die verhouding van 'n halwe gelling water op twee ons formalien bevat vir die ontsmetting van skeerkwaste;
 - minstens twee skeerkwaste sodat een kwas wat nie gebruik word nie, in die antiseptiese bak gehou kan word;
 - 'n skoongewaste handdoek vir elke klant vir gebruik deur die werknemer;
 - vloeiende poeier- of buisep of skeerroom;
 - 'n voorraad skoon papier om die gereedskap en veral die skeermes skoon te maak nadat dit op die riem skerp gemaak is;
 - bloedstelpingsmiddel in die vorm van poeier of vloeistof om as sproeimiddel of op 'n vars skoon propie watte gebruik te word;
 - 'n vergaarbak met deksel om alle vuil papier en watte en hare na elke behandeling op te vang.

22. SIEKTEBYSTANDFONDS.

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

(2) Die fonds moet gebruik word om geneeskundige, siekten- en oogheilkundige bystand tydens siekte aan lede op wie die Ooreenkoms van toepassing is, te verleen.

(3) (a) Die fonds word gefinansier uit bydraes ingevolge paragrafe (b) en (c) van hierdie subklousule.

(b) Vir doeleindes van die fonds moet elke werkgewer elke week onderstaande bedrae van die lone van elkeen van sy weekliks besoldigde werknemers aftrek:—

- 2s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £8. 5s. per week of meer is;
- 1s. 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £5. 10s. 2d. per week of meer is, maar hoogstens £8. 4s. 11d. per week;
- 1s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £2. 17s. 9d. per week of meer is, maar hoogstens £3. 11s. 6d. per week;
- 9d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £1. 19s. 4d. per week of meer is, maar hoogstens £2. 17s. 8d. per week;
- 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £1. 19s. 3d. per week is, maar nie minder as £1. 5s. per week is nie.

20. CONTROL OF PREMISES.

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

- which are not adequately lighted and ventilated and provided with an adequate supply of cold and hot running water;
- which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- the walls and floors of which are not constructed of material which will permit of their being easily kept clean;
- 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;
- any portion of which is used as a sleeping apartment or a place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

21. PROVISIONS OF EQUIPMENT.

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

- in the ladies' trade—
 - curling tongs;
 - scissors;
 - combs;
 - clippers (not electric);
 - overalls;
- in the gentlemen's trade—
 - clippers (not electric);
 - scissors;
 - razors;
 - neck brush;
 - combs;
 - coats.
- 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 (qualified) with—

- at least one sterilizing cabinet containing at all times a solution of a least 40 per cent, formalin for the purpose of sterilizing all tools, other than shaving brushes;
- an antiseptic bath containing a solution of formalin in the proportion of $\frac{1}{2}$ gallon of water to two ounces of formalin for the purpose of sterilizing shaving brushes;
- at least two shaving brushes so as to allow for the one brush not in use, to be kept in the antiseptic bath;
- a freshly laundered towel for the use of the employee with each customer;
- liquid, powdered or tube soap or shaving cream;
- a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;
- styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool;
- a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

22. SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the “Hairdressing Trade Sick Benefit Fund” hereinafter referred to as “the fund”.

(2) The fund shall be used for the purpose of providing medical, sickness and optical benefits to members to whom this Agreement applies, during periods of sickness.

(3) (a) The fund shall be financed by contributions in terms of paragraphs (b) and (c) of this sub-clause.

(b) For the purpose of the fund every employer shall each week deduct the following amounts from the wages of each of his weekly paid employees—

- 2s. per week for all employees for whom the prescribed minimum wages are £8. 5s. 0d. per week or more;
- 1s. 6d. per week for all employees for whom the prescribed minimum wages are £5. 10s. 2d. per week or more, but not exceeding £8. 4s. 11d. per week;
- 1s. per week for all employees for whom the prescribed minimum wages are £2. 17s. 9d. per week or more, but not exceeding £3. 11s. 6d. per week;
- 9d. per week for all employees for whom the prescribed minimum wages are £1. 19s. 4d. per week or more, but not exceeding £2. 17s. 8d. per week;
- 6d. per week for all employees for whom the prescribed minimum wages are £1. 19s. 3d. per week, but not below £1. 5s. per week.

In die geval van maandeliks besoldigde werknemers, moet die aftrekkings maandeliks geskied en moet 4½ maal die weeklikse bydraes wat hierbo gespesifiseer word, bedra.

(c) Elke werkende werkgewer moet 2s. per week namens homself bydra.

(d) By die totaal aldus ingevorder ingevolge subklousule (3) (b) van hierdie klousule, moet die werkgewer 'n gelyke bedrag voeg en maandeliks alle invorderings ingevolge subklousules (3) (a), (b) en (c) van hierdie klousule, uiters die 7de dag van elke maand, sonder kommissie, aan die Sekretaris van die Raad, Posbus 1201, of Shakespeare-gebou 22-24, stuur, in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(e) Behoudens soos bepaal is subklousule (5) en die reglement vir die beheer van die fonds, is 'n lid wat 'n ongeluk oorkom, of wat siek word nadat hy oor 'n tydperk van 13 weke tot die fonds bygedra het, geregtig op—

- (i) geneeskundige behandeling met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, ondersoeke deur spesialiste, narkotieseurgelde en gelde vir hospitaal- en verpleeginrigtings;
- (ii) medisyne, geneesmiddels, salf, verbande en wasmiddels by voorlegging van 'n voorskrif deur 'n geneesheer van die fonds onderteken;
- (iii) siektebesoldiging wat gelyk is aan die helfte van die loon en lewenskostetoelae wat in die Ooreenkoms vir die lid voorgeskryf word, ten opsigte van enige tydperk of tydperke waarin hy weens siekte of ongeluk verhinder word om sy gewone loon te verdien, maar hoogstens vir 'n totale tydperk van agt weke binne 'n aanlopende tydperk van 12 maande gereken van die datum waarop hy siek geword het of 'n ongeluk oorgekomen het;
- (iv) een bril in elke vier jaar van lidmaatskap; mits hy minstens een jaar lid was ooreenkomstig die bepalings van die fonds, voordat die eerste bril verskaf is; en voorts mits die oë-ondersoek en uitreiking van 'n bril in elke geval deur die fonds se geneesheer aanbeveel word;

met dien verstande dat—

- (a) geen lid op siektebesoldiging vir die eerste drie dae siekte geregtig is nie;
- (b) in die geval van ongelukke net die bystand betaal moet word waarop daar nie kragtens die Ongevallewet, 1941, aanspraak gemaak kan word nie.

(5) Die fonds se uitbetalings ten opsigte van siektebesoldiging word gestaak as die batige saldo van die fonds benede £100 daal en die betaling van verdere bystand word nie hervat voordat die batige saldo van die fonds weer die syfer van £200 bereik het nie.

(6) Die fonds word bestuur deur 'n bestuursraad wat bestaan uit drie werkgewersvertegenwoordigers en drie werknemersvertegenwoordigers wat deur die Nywerheidsraad aangestel word. Die bestuur moet uitgeoefen word in ooreenstemming met die reëls wat deur die bestuursraad opgestel moet word en deur die Raad goedgekeur is. Die reëls mag nie strydig met die bepalings van hierdie klousule wees nie en kan met goedkeuring van die Raad deur die bestuursraad gewysig word. 'n Afskrif van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word en afskrifte moet ook in die hoofkantoor van die Raad beskikbaar wees vir insae deur enige persoon wat in die bedryf werksaam is.

(7) (a) Alle gelde wat in die fonds gestort word, moet gestort word op 'n spesiale bankrekening wat geopen is by 'n bank en/of inrigting wat deur die Raad goedgekeur is.

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

(c) Surplusgelde in die fonds kan by 'n bougenootskap deur die bestuursraad goedgekeur op deposito geplaas word, of kan in Unieleningstifikate belê word; met dien verstande dat voldoende geld in 'n likwiede vorm beskikbaar gehou moet word wat die bestuursraad in staat sal stel om aan alle eise op die fonds op aanvraag te voldoen.

(d) Alle koste wat in verband met die bestuur van die fonds gemaak word, staan op rekening van die fonds.

(8) 'n Beroepsouditeur of ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen 'n honorarium waaroor die Raad besluit. Die ouditeur of ouditeurs moet die rekenings van die fonds, nadat die fonds met uitbetaling van bystand begin het, minstens eenmaal per jaar en uiters die 30ste Mei van elke jaar, ouditeer en 'n staat opstel wat onderstaande toon:—

(a) Alle gelde wat ontvang is—

- (i) ingevolge subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig op die vorige 30 April, tesame met 'n staat wat die bates en laste van die fonds toon. Gewaarmerkte afskrifte van hierdie state wat deur die voorsitter van die bestuursraad mede-onderteken is, en die ouditeur se verslag daaroor, moet in die Raad se kantoor beskikbaar wees vir insae deur persone wat die Haarkappersbedryf uitoefen of daarby in diens is; hierdie persone het die reg om afskrifte daarvan of uitreksels daaruit te maak. Gewaarmerkte afskrifte van beide die state en die ouditeur se verslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

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

(c) Every working employer shall contribute 2s. per week on his own behalf.

(d) To the total so collected under sub-clause (3) (b) of this clause, the employer shall add a like amount and remit month by month "free of exchange", all collections under (3) (a), (b) and (c) of this clause to the Secretary of the Council, P.O. Box 1201, or 22-24 Shakespeare House, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(4) Subject to the provisions of sub-clause (5) and to the rules governing the administration of the fund, a member who meets with an accident or becomes ill shall be entitled after he has contributed towards the fund for a period of 13 weeks, to—

- (i) medical attention including the cost of X-ray examinations, operations, injections, specialists investigations, anaesthetic fees, hospital and nursing home fees;
- (ii) supplies on the authority of a prescription signed by a medical officer of the fund, of medicines, drugs, ointments, bandages and lotions;
- (iii) sick pay equivalent to half the wages and cost of living allowances prescribed in the Agreement for such member in respect of any period or periods during which he is precluded by accidents or sickness from earning his ordinary wage, but not exceeding a total period of 8 weeks within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident;
- (iv) one pair of spectacles in every four years membership provided that his membership in compliance to the fund is not less than one calendar year before the first pair of spectacles is supplied, and provided further that the eye-sight examination and issue of spectacles is in each instance recommended by the fund's medical practitioner.

Provided that—

- (a) no member shall be entitled to sick pay in respect of the first three days of sickness;
- (b) in cases of accident only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941

(5) Disbursements from the fund in respect of sick pay shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of £200.

(6) The fund shall be administered by a management board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The Administration shall be in accordance with the rules to be drawn up by the board, and approved of by the Council. The rules shall not be inconsistent with the provisions of this clause and may, with the approval of the Council, be amended by the Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the head office of the Council, for inspection by any person engaged in the trade.

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

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

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

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

(8) A professional auditor or auditors shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The auditor or auditors shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 30th May in each year and prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (3) hereof;
- (ii) from any other sources; and

(b) expenditure incurred under all headings, during the period ended 30th April preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be countersigned by the chairman of the management board, and the auditor's reports thereon shall be available for inspection at the Council's office, to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) Indien hierdie Ooreenkoms weens verloop van tyd of enige ander rede verstryk, moet die fonds verder deur die bestuursraad bestuur word totdat dit deur die Raad gelikwider of oorgedra word aan 'n ander fonds wat vir dieselfde doel gestig is as die waarvoor die oorspronklike fonds gestig is.

(10) In geval van ontbinding van die Raad of ingeval hy gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, ophou om te funksioneer moet die bestuursraad voortgaan met die fonds te bestuur en die lede van die bestuursraad wat bestaan op die datum waarop die Raad opgehou het om te funksioneer of ontbind word, moet vir daardie doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat in die bestuursraad ontstaan, deur die Minister gevul kan word uit werkgewers, of na gelang van die geval, werknemers om die gelykheid van werkgewer- en werknemersverteenvoerders en van plaasvervangers in die ledetal van die bestuursraad te verseker. Ingeval sodanige bestuursraad nie in staat is nie of onwillig is om sy werk te verrig, of wanneer 'n staking van stemme op die bestuursraad ontstaan wat na die mening van die Minister die bestuur van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die bestuursraad se werk te verrig wat vir sodanige doeleindes al die bevoegdhede van die bestuursraad besit. By verstryking van hierdie Ooreenkoms, moet die fonds, na gelang van die geval deur die bestuursraad of die kuratore gelikwider word op die wyse uiteengesit in subklousule (11) van hierdie klousule, en indien by die verstryking die sake van die Raad reeds afgewikkel en sy bates verdeel is, dan moet die balans van hierdie fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad vorm.

(11) By likwidasië van die fonds kragtens subklousule (1) van hierdie klousule moet die geld wat in die krediet van die fonds bly staan na betaling van alle eise teen die fonds, met inbegrip van likwidasië- en administrasiekoste, aan die fonds van die Raad uitbepaal word.

(12) Die bepaling van hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy toestem om lid van die fonds te word deur ondertekening van 'n aftrekorder in die vorm van Aanhangsel B van hierdie Ooreenkoms en indiening van dié aftrekorder, tesame met die duplikaat, by sy werkgewer. Die oorspronklike van hierdie aftrekorder moet deur die werkgewer gehou word en die duplikaat moet aan die Sekretaris van die Raad gestuur word tesame met die eerste bydrae namens die vakleerling. Met ingang van die datum waarop genoemde aftrekorder by die werkgewer ingedien word, is die bepaling van die klousule op genoemde vakleerling van toepassing, met dien verstande dat enige bystand wat kragtens klousule 12 van genoemde vakleerling verleen mag gewees het ten opsigte van enige tydperk van diens afgetrek moet word van bystand wat aan hom gedurende dieselfde tydperk kragtens hierdie klousule betaalbaar is, en voorts met dien verstande dat wanneer genoemde vakleerling genoemde aftrekorder te eniger tyd intrek, hy met ingang van die datum van daardie intrekking weer sal begin kwalifiseer vir verlofbystand kragtens klousule 7 (12).

Namens die partye in Johannesburg onderteken op hede die 10de dag van November 1955.

S. DUR,
Voorsitter van die Raad.
N. P. WARE,
Ondervoorsitter van die Raad.
A. D. ZAKAR,
Sekretaris van die Raad.

(9) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by the management board, until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(10) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management board shall continue to administer the fund and the members of the board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however that any vacancy occurring on the board may be filled by the Minister from employers or employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the board. In the event of such board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the board and who shall possess all the power of the board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the board or the trustees, as the case may be, in the manner set forth in sub-clause (11) of this clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the fund in terms of sub-clause (1) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(12) The provision of this clause shall not apply to an apprentice unless he agrees to become a member of the fund by signing a stop order in the form of the Annexure B to this Agreement and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council together with his first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer, the provision of the clause shall apply in respect of the said apprentice, provided that any benefits which may have been granted to the said apprentice in terms of clause (12) in respect of any period of employment shall be deducted from any benefits payable to him in terms of this clause during the same period, and provided further, if the said stop order is withdrawn by the said apprentice at any time he shall again commence to qualify for leave benefits in terms of clause 7 (12) as from the date of such withdrawal.

Signed on behalf of the parties at Johannesburg, this 10th day of November, 1955.

S. DUR,
Chairman of the Council.
N. P. WARE,
Vice-Chairman of the Council.
A. D. ZAKAR,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND AND VEREENIGING).

MONTHLY RETURN BY EMPLOYER.

To the Secretary,

Industrial Council for the Hairdressing Trade,
22-24 Shakespeare House,
Commissioner Street,
Johannesburg.

P.O. Box 1201,
Phone 33-9375.

FOR OFFICE USE ONLY.

Month _____
Receipt No. _____
Official _____

Employees' Scale of Contribution.

Qualified Male—
Sick Benefit..... 2s. per week.
Council..... 1s. per week.
Union..... 6s. per month.
Qualified Female—
Sick Benefit..... 1s. 6d. per week.
Council..... 1s. per week.
Union..... 4s. per month.

Casual Hands (Male or Female)—
Council..... 3d. per week.
General Assistants—
Sick Benefits..... 6d. per week.
Receptionists—
Sick Benefit..... 1s. per week.
Council..... 1s. per week.
Union..... 2s. 6d. per month.

Employers' Scale of Contribution.

For a Qualified Male—
Sick Benefit..... 2s. per week.
Council..... 1s. per week.
For a Qualified Female—
Sick Benefit..... 1s. 6d. per week.
Council..... 1s. per week.
For a Receptionist—
Sick Benefit..... 1s. per week.
Council..... 1s. per week.
For each Partner—
Sick Benefit..... 2s. per week.
For each Native—
Sick Benefit..... 6d. per week.

THIS RETURN MUST BE LODGED WITH THE SECRETARY BY NOT LATER THAN THE 7TH DAY OF EACH

RETURN for the Month of _____ 19____ AND EVERY MONTH SUCCEEDING THE MONTH FOR WHICH THIS RETURN IS COMPLETED.

NAME OF SALOON _____ ADDRESS OF SALOON _____ P.O. BOX No. _____ PHONE No. _____

Name of Employee.	Sex.	Rate of Pay per Week or Month.	Qualified O. Casual, C. Appy. A.	Union No.	Wit. Master Subs., £3. 3s. p.a. 5s. 3d. p.m.	Holiday Pay.	Employees' Contribution for each and every Saturday.				Employers' Contribution for each and every Saturday.				TOTAL.			
							To Union Subs.	To Industrial Council.	To Sick Benefit Fund.	To Industrial Council.	To Union Subs.	To Industrial Council.	To Sick Benefit Fund.	To Industrial Council.				
IF NOT ENOUGH SPACE, USE REVERSE SIDE.						TOTAL £												

ANNEXURE B.

(To be completed in duplicate.)

_____ } Address. _____ 19____

I, _____ (full name of apprentice),
having agreed to become a member of the _____
my employer, Mr. _____
of _____
Hairdressing Trade Sick Benefit Fund, hereby authorize

(Name and address of employer.)

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

Signature of Apprentice.

Signature of Guardian if Apprentice is a Minor.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (WITWATERSRAND EN VEREENIGING).

MAANDELIKSE OPGAWE DEUR WERKGEWER.

Aan die Sekretaris,

Nywerheidsraad vir die Haarkappersbedryf,

Shakespearegebou 22-24,

Commissionerstraat,

Johannesburg.

Posbus 1201,
Foon 33-9375.

SLEGS VIR KANTOORGEBRUIK.

Maand _____

Kwitansie No. _____

Beampte _____

Werknemers se bydraeskaal.

Gekwalifiseerde man—		Los werknemers (manlik of vroulik)—	
Siektebystand.....	2s. per week.	Raad.....	3d. per week.
Raad.....	1s. per week.	Algemene helpers—	
Vakvereniging.....	6s. per maand.	Siektebystand....	6d. per week.
Gekwalifiseerde vrou—		Ontvangklerke—	
Siektebystand.....	1s. 6d. per week.	Siektebystand....	1s. per week.
Raad.....	1s. per week.	Raad.....	1s. per week.
Vakvereniging.....	4s. per maand.	Vakvereniging....	2s. 6d. per maand.

Werkgewers se bydraeskaal.

Vir 'n gekwalifiseerde man—	
Siektebystand.....	2s. per week.
Raad.....	1s. per week.
Vir 'n gekwalifiseerde vrou—	
Siektebystand.....	1s. 6d. per week.
Raad.....	1s. per week.
Vir 'n ontvangklerk—	
Siektebystand.....	1s. per week.
Raad.....	1s. per week.
Vir elke vennoot—	
Siektebystand.....	2s. per week.
Vir elke naturel—	
Siektebystand.....	6d. per week.

HIERDIE OPGAWE MOET BY DIE SEKRETARIS INGEDIEN WORD VOOR OF OP DIE 7DE DAG VAN ELKE

OPGAWE vir die maand _____ 19____ MAAND WAT VOLG OP DIE MAAND WAARVOOR HIERDIE OPGAWE INGEVUL IS.

NAAM VAN SALOON _____ ADRES VAN SALON _____ POSBUS _____ FOON No _____

Naam van werknemer.	Geslag.	Loon per week of maand.	Gekwalifiseer— G. Los—L. Vakl. A.	Vakverenigingsnommer.	Wit. Master Lede-geld, £3. 3s. p.j. 5s. 3d. p.m.	Betaling vir vakansie.	Werknemer se bydrae elke Saterdag.				Werkgewer se bydrae elke Saterdag.				TOTAAL.	
							Tot vakverenigingslede-geld.	Tot nywerheidsraad.	Tot Siektebystandfonds.		Tot nywerheidsraad.					
INDIEN NIE GENOEG PLEK NIE GEBRUIK DAN KEERSY.							TOTAAL f									

AANHANGSEL B.

(Moet in duplo ingevul word.)

Adres.

19

Aangesien ek, _____ (naam van vakleerling voluit)
toegestem het om lid van die Siektebystandfonds vir die Haarkappersbedryf te word, verleen ek hierby magtiging aan my werkgever,
mnr. _____

van _____
(Naam en adres van werkgever)

om die bydraes wat deur my aan genoemde fonds betaalbaar is, namens my aan die Sekretaris van die Nywerheidsraad vir die Haarkappers-
bedryf (Witwatersrand) tot nader kennisgewing te betaal, en om die saldo van my besoldiging op die gewone manier aan my te betaal.

Handtekening van Vakleerling.

Handtekening van Voog indien Vakleerling minderjarig is.

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