



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

Price 10c Prys

Overseas 15c Oorsee
POST FREE - POSVRY

(REGULATION GAZETTE No. 852)

(REGULASIEKOERANT No. 852)

VOL. 28.]

PRETORIA, 6 OCTOBER 1967.
6 OKTOBER

[No. 1865.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1596.]

[6 October 1967.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

HAIRDRESSING TRADE, WITWATERSRAND.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the schedule hereto and which relates to the Hairdressing Trade, shall be binding from the 12th October 1967, and for the period ending the 11th October 1970, on the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 14 (2) and (3), 17 and 18, shall be binding from the 12th October 1967, and for the period ending the 11th October 1970, on all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging; and

(c) in terms of section 48 (3) (a) 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 12th October 1967, and for the period ending the 11th October 1970, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (b) and (c), 10, 14 and 17 to 21 (inclusive), shall *mutatis mutandis* be binding on all Bantu employed in the said Trade by the employers on whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1596.]

[6 Oktober 1967.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

HAARKAPPERSBEDRYF, WITWATERSRAND.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, vanaf 12 Oktober 1967 en vir die tydperk wat op 11 Oktober 1970 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 14 (2) en (3), 17 en 18, vanaf 12 Oktober 1967 en vir die tydperk wat op 11 Oktober 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebiede van Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (b), en (c), 10, 14 en 17 tot en met 21, vanaf 12 Oktober 1967 en vir die tydperk wat op 11 Oktober 1970 eindig, in die munisipale gebiede van Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by die werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, 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.

(a) The terms of this Agreement shall be observed in the Municipal Areas of Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging by the employers who are members of the employers' organisation and are engaged in the Hairdressing Trade, and by the employees who are members of the trade union and are employed in that trade.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall—

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

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and remain in force for a period of 3 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. 28 of 1956; "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 1956;

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act of 1944 and includes any minor employed under section nineteen thereof;

"casual employee" means a hairdresser (qualified) (male or female) who is employed by the same employer for not more than 2 days in any 1 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 1956;

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

"experience" means—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a "Receptionist/Telephonist", the total period or periods of employment which an employee has had in the following occupations, viz., writing and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant.

"hairdresser" means an employee other than a minor referred to in clause 4 (1) (e) 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, who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, 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, dyeing, 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

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
WITWATERSRAND.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, No. 28 van 1956, gemaak en aangegaan deur en tussen

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. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die munisipale gebiede van Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging deur die werkgewers wat lede van die werkgewersorganisasie is en die Haarkappersbedryf uitoefen, en deur die werknemers wat lede van die vakvereniging is en in daardie Bedryf in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms van toepassing—

(i) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en op die werkgewers van hierdie werknemers;

(ii) op vakleerlinge vir sover dit nie onbestaanbaar is met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak daarkragtens aangegaan of voorwaardes vasgestel 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 3 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 vermelding van 'n wet of ordonnansie sluit alle wysigings van dié wet of ordonnansie in, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoenings, No. 28 van 1956; „Ooreenkoms” 'n ooreenkoms wat kragtens die bepalings van die Wet op Nywerheidsversoenings, 1956, gepubliseer en bindend gemaak is vir werkgewers en werknemers in die Haarkappersbedryf;

„vakleerling” 'n werknemer in diens ingevolge 'n skriftelike leerkontrak geregistreer ooreenkomstig die Wet op Vakleerlinge, 1944 en ook 'n minderjarige wat ooreenkomstig klousule 19 hiervan in diens geneem is;

„los werknemer” 'n haarkapper (gekwalfiseer) (manlik of vroulik) wat hoogstens 2 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 ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge artikel negentien gelees met artikel twee van die Wet op Nywerheidsversoenings, 1956;

„bedryfsinrigting” alle persele waar toilet dienste gewoonlik vir Blankes verrig word;

„ondervinding”—

(a) ten opsigte van 'n haarkapper, die totale dienstyd of dienste van die werknemer in die Haarkappersbedryf;

(b) ten opsigte van 'n „ontvangklerk/telefonis”, die totale dienste van 'n werknemer in die volgende beroepe, nl. skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk en/of ontvangklerk en/of kassier(e) en/of telefonis en/of verkoopassistent;

„haarkapper” 'n werknemer, uitgesonderd 'n minderjarige, genoem in klousule 4 (1) (e) 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 omskryf word;

„haarkapper (gekwalfiseer)” 'n werknemer wat—

(a) 'n leerkontrak kragtens die Vakleerlingen Wet, 1922, 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 blywend karteling en skoonheidsbehandeling; en in die mansbedryf in hare sny, skeer, haarwas (droog en olie) en slyp van skeermesse; of

(c) holds a certificate of proficiency issued under section six or a trade diploma issued under section seven of the Training of Artisans Act, 1951, or 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 in which employers and employees are associated for the purpose of rendering toilet services in any establishment, except an establishment which caters exclusively for non-Whites;

"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;

"manager/manageress" means an employee placed in charge of an establishment by an employer, who gives out work to employees under his/her control, maintains discipline and is generally responsible to the employer for the efficiency of the establishment;

"manicurist and/or beauty culturist" means an employee engaged solely on manicuring and/or massage or other stimulative treatment of the face, scalp or neck, and eyebrow plucking.

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

"minor" means a minor 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-Maraiburg, Krugersdorp, Randfontein and Vereeniging;

"toilet services" means the following operations:—

(a) Hairdressing, haircutting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, styling, waving (permanent, marcel or water), or any other treatment of the hair, or the head or the face; or

(b) the massage or other stimulative treatment of the face, scalp or neck; or

(c) manicuring, eyebrow plucking, board work, trichological treatment or beauty culture;

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

"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 subclauses (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:—

	R
(a) Men's Trade (male or female):—	
(i) Hairdresser (qualified).....	34.00 per week; or 147.33 per month.
(ii) Casual employee.....	9.00 per day.
(b) Ladies' Trade:—	
(i) Hairdresser (qualified) (male):	
First year after qualifying.....	32.31 per week; or 140.00 per month.
Thereafter.....	36.93 per week; or 160.00 per month.
(ii) Hairdresser (qualified) (female):	
First year after qualifying.....	23.10 per week; or 100.00 per month.
Thereafter.....	25.38 per week; or 110.00 per month.
(iii) Casual employee (male or female)...	9.00 per day.
(c) Manicurist and/or Beauty Culturist.....	20.76 per week; or 90.00 per month.
(d) Receptionist and/or Telephonist:—	
First year.....	16.14 per week; or 70.00 per month.
Second year.....	17.31 per week; or 75.00 per month.
Third year and thereafter.....	18.45 per week; or 80.00 per month.

(c) 'n vaardigheidsertifikaat besit wat uitgereik is kragtens artikel ses of 'n ambagsdiploma uitgereik kragtens artikel sewe van die Wet op Opleiding van Ambagsmanne, 1951, of 'n vaardigheidsertifikaat uitgereik deur enige Nywerheidsraad vir die Haarkappersbedryf of 'n ander liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;

„Haarkappersbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toilet dienste in 'n bedryfsinrigting te lewer, uitgesonderd 'n bedryfsinrigting wat uitsluitlik aan nie-Blankes dienste lewer;

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

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

„bestuurder/bestuurderes” 'n werknemer deur 'n werkgewer in beheer van 'n bedryfsinrigting geplaas wat werk uitdeel aan werknemers onder sy/haar beheer, dissipline handhaaf en wat in die algemeen aan die werkgewer verantwoordelik is vir die doeltreffendheid van die bedryfsinrigting.

„manikuris en/of skoonheidsversorger” 'n werknemer wat uitsluitlik manikuurwerk en/of massering of ander prikkelbehandeling aan die gesig, kopvel of nek toedien, en winkbroue uitrek;

„mansbedryf” die tak van die Haarkappersbedryf waarin aan manlike persone toilet dienste, soos hierin bepaal, verskaf word;

„minderjarige” 'n minderjarige wat gedurende die gebruikelike proeftydperk wat hy aldus sonder leerkontrak in diens mag wees, diens doen in die bedryf van dameshaarkapper en/of manshaarkapper soos aangewys 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 engeen van of albei afdelings van die Haarkappersbedryf gegee word;

„ontvangsklerk en/of telefonis” 'n vroulike werknemer wat hoofsaaklik in diens is om klante te ontvang of oor die telefoon of andersins afsprake te reël en/of rekenings en state by te hou of enige ander soort klerklike werk te verrig, benewens die hanteer van kontant en oor die toonbank verkoop;

„Randgebied” die munisipale gebiede van Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraiburg, Krugersdorp, Randfontein en Vereeniging;

„toilet dienste” die volgende werksaamhede:—

(a) Hare versorg, hare sny, skeer, krul, skoonmaak, skroei, sjampoeneer, bleik, kleur, verf, tint, kap, kartel (blywend, marcel of water), of enige ander behandeling van die hare of die kop of die gesig; of

(b) die massering of ander prikkelbehandeling van die gesig, kopvel of nek; of

(c) manikuurwerk, winkbroue uittrek, bordwerk, trigologiese en skoonheidsbehandeling;

ongeaag daarvan of 'n apparaat, toestel, preparaat of stof in engeen van hierdie werksaamhede gebruik word, al dan nie;

„werkende werkgewer” 'n werkgewer of enige vennoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat deur engeen 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:—

	R
(a) Mansbedryf (manlik of vroulik):—	
(i) Haarkapper (gekwalfiseer).....	34.00 per week; of 147.33 per maand.
(ii) Los werknemer.....	9.00 per dag.
(b) Damesbedryf:—	
(i) Haarkapper (gekwalfiseer) (manlik):	
Eerste jaar na kwalifisering.....	32.31 per week; of 140.00 per maand.
Daarna.....	36.93 per week; of 160.00 per maand.
(ii) Haarkapper (gekwalfiseer) (vroulik):	
Eerste jaar na kwalifisering.....	23.10 per week; of 100.00 per maand.
Daarna.....	25.38 per week; of 110.00 per maand.
(iii) Los werknemer (manlik of vroulik)...	9.00 per dag.
(c) Manikurus en/of skoonheidsversorger....	20.76 per week; of 90.00 per maand.
(d) Ontvangsklerk en/of telefonis:—	
Eerste jaar.....	16.14 per week; of 70.00 per maand.
Tweede jaar.....	17.31 per week; of 75.00 per maand.
Derde jaar en daarna.....	18.45 per week; of 80.00 per maand.

R

(e) General Assistants:—

Johannesburg Municipal Area:—

(i) Male:—

Over 18 years.....	8.25 per week.
Under 18 years.....	7.00 per week.

(ii) Female:—

Over 18 years.....	7.20 per week.
Under 18 years.....	6.50 per week.

Reef Towns and Vereeniging:—

(i) Male:—

Over 18 years.....	7.75 per week.
Under 18 years.....	6.50 per week.

(ii) Female:—

Over 18 years.....	6.60 per week.
Under 18 years.....	6.00 per week.

(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 subclause (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 other than an apprentice as a male or female hairdresser unless such person is a hairdresser (qualified) as defined under clause 3 and 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) 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 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) Part-time employment, save as is provided in subclause (7) of this clause, is not permitted.

(9) The wages payable in terms of subclause (1) of this clause shall include cost of living allowance; provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased the remuneration of employees shall be increased accordingly; provided further that the amount paid as cost of living allowance under Government Notice No. 322 of the 28th February 1958, shall for the purpose of the said War Measure or substituting or superseding legislation count as cost of living allowance.

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—

(a) save as provided in clause 7 where an employee absents himself from work, a pro rata amount for the period of such absence;

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

(c) subscriptions and insurance premiums to Southern Transvaal Branch of the S.A. Hairdressers' Employees' Industrial Union in terms of clause 14 (2) of this Agreement;

(d) contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 22 of this Agreement;

(e) deductions for Unemployment Insurance Fund contributions or any other amount which an employer is legally or by Order of any competent Court required or permitted to make.

(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

R

(e) Algemene helpers:—

Johannesburgse munisipale gebied:—

(i) Manlik:—

Bo 18 jaar.....	8.25 per week.
Onder 18 jaar.....	7.00 per week.

(ii) Vroulik:—

Bo 18 jaar.....	7.20 per week.
Onder 18 jaar.....	6.50 per week.

Randse dorpe en Vereeniging:—

(i) Manlik:—

Bo 18 jaar.....	7.75 per week.
Onder 18 jaar.....	6.50 per week.

(ii) Vroulik:—

Bo 18 jaar.....	6.60 per week.
Onder 18 jaar.....	6.00 per week.

(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 of 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 haarkapper aanneem nie.

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

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

(6) Geen werkgewer 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 werkgewers of vennote wat tydelik met siekteverlof of geleentheidsverlof afwesig is.

(8) Deeltydse diens, uitgesonderd soos bepaal in subklousule (7) van hierdie klousule, word nie toegelaat nie.

(9) Die lone betaalbaar ingevolge subklousule (1) van hierdie klousule, sluit lewenskostoelae in; met dien verstande dat, as die lewenskostoelae wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of ingevolge enige wetgewing wat genoemde maatreël vervang of in die plek daarvan gestel word, verhoog word, die besoldiging van die werknemers dien-ooreenkomstig verhoog moet word; en voorts met dien verstande dat die bedrag wat ingevolge Goewermentskennissgewing No. 322 van 28 Februarie 1958 as lewenskostoelae betaal word, vir die toepassing van genoemde Oorlogsmaatreël of wetgewing wat dit vervang of in die plek daarvan gestel word, geag word lewenskostoelae te wees.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(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 koevert 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 koevert 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—

(a) Behoudens die bepalings van klousule 7, wanneer 'n werknemer van sy werk af wegbly, 'n pro rata-bedrag vir die tydperk van afwesigheid;

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

(c) ledegelde en versekeringspremies aan die Southern Transvaal Branch of the S.A. Hairdressers' Employees' Industrial Union, ingevolge klousule 14 (2) van hierdie Ooreenkoms;

(d) bydraes tot die Siektebystandsfonds vir die Haarkappersbedryf in gevolge klousule 22 van hierdie Ooreenkoms.

(e) aftrekkings vir Werkloosheidsversekeringsfondsyndraes, of enige ander bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek.

(3) Lone wat ingevolge 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

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 hours of work of all employees engaged in the Hairdressing Trade shall not exceed 45 per week of 6 working days as follows:—

(a) Monday and Tuesday...	Hours of work not to exceed 7 per day	Between the hours of 8 a.m. and 6 p.m.
Wednesday.....	Hours of work not to exceed 8 per day	Between the hours of 7 a.m. and 6 p.m.
Thursday and Friday....	Hours of work not to exceed 9 per day	Between the hours of 7 a.m. and 1 p.m.
Saturday.....	Hours of work not to exceed 5 per day	Between the hours of 7 a.m. and 1 p.m.

(b) No employer shall require or permit an employee to commence work before, or to terminate work after the hours laid down in subclause (1) (a) and no employee shall commence work before or terminate work after these hours.

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

(4) *Prohibition of overtime.*—An employee shall not be permitted or required to work in excess of the number of hours prescribed in subclause (1) of this clause.

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

(6) All employees shall be allowed a break of at least 1 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 5 hours without an uninterrupted interval of at least 1 hour, and for the purpose of this proviso periods of work interrupted by an interval of less than 1 hour shall be deemed to be continuous.

(7) No working employer engaged in the Hairdressing Trade shall be permitted to render to the public any one or more of the operations as defined under "toilet services" in the Main Agreement—

- (i) before 7 a.m. and after 6 p.m. on Mondays to Fridays inclusive; and
- (ii) before 7 a.m. and after 1 p.m. on Saturdays.

7. ATTENDANCE REGISTER.

(1) Every employer shall provide in his establishment 1 or more attendance registers, in the form prescribed in annexure C to this Agreement, in which provision is made for the entries which an employee is, in terms of subclause (3), required to make.

(2) An employer shall day by day keep record in such attendance register of the name and occupation of every employee.

(3) Unless precluded from doing so by unavoidable cause every employee shall in respect of each day worked by him and on that day—

(a) record in such attendance register—

- (i) his signature;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
- (iv) the time of finishing work for the day;

provided that, if an employee is unable to read or write his employer shall on his behalf make and sign the necessary entries in respect of items (a) (ii) to (a) (iv) inclusive.

(b) The necessary entries in respect of items (a) (i) and (ii) shall be made by the employee before commencing work for the day.

(4) An employer shall retain such attendance register for a period of not less than 3 years after the date of the last entry therein.

(5) Every entry in an attendance register shall be made in ink or indelible pencil.

8. 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.

die besoldiging wat ingevolge 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 daardie 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 van alle werknemers in die Haarkappersbedryf is hoogstens 45 uur per week van 6 werksdae soos volg:—

(a) Maandag en Dinsdag....	Werkure is hoogstens 7 per dag	Tussen die ure 8 vm. en 6 nm.
Woensdag.....	Werkure is hoogstens 8 per dag	Tussen die ure 7 vm. en 6 nm.
Donderdag en Vrydag...	Werkure is hoogstens 9 per dag	Tussen die ure 7 vm. en 1 nm.
Saterdag.....	Werkure is hoogstens 5 per dag	

(b) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om met sy werk te begin voor of daarmee op te hou ná die ure vasgestel in subklousule (1) (a) nie, en geen werknemer mag met sy werk begin voor of daarmee ophou ná hierdie ure nie.

(3) *Werkure moet agtereenvolgend wees.*—Alle werkure van 'n werknemer moet agtereenvolgend wees behalwe etensure.

(4) *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.

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

(6) '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 werksdae, 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) Geen werkende werkgewer in die Haarkappersbedryf mag toegelaat word om een of meer van die dienste soos in die Hoof-ooreenkoms onder „toilet dienste” omskryf, aan die publiek te lewer nie—

- (i) voor 7 vm. en na 6 nm. op Maandae tot en met Vrydae; en
- (ii) voor 7 vm. en na 1 nm. op Saterdag.

7. BYWONINGSREGISTER.

(1) Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters voorsien, in die vorm voorgeskryf in ahangsel C van hierdie Ooreenkoms, waarin daar voorsiening gemaak is vir die inskrywings wat 'n werknemer, ooreenkomstig die bepalinge van subklousule (3), moet maak.

(2) 'n Werkgewer moet ten opsigte van elke dag in so 'n bywoningsregister aantekening hou van die naam en beroep van elke werknemer.

(3) Tensy hy deur 'n onvermydelike oorsaak verhoed word om dit te doen, moet elke werknemer ten opsigte van elke dag deur hom gewerk en op daardie dag—

(a) die volgende in so 'n bywoningsregister aanteken—

- (i) sy handtekening;
- (ii) die tyd waarop hy begin werk het;
- (iii) die begin- en ophoutyd van elke maaltyd- of ander pouse, wat nie as gewone werkure gereken word nie;
- (iv) die tyd waarop hy op dié dag opgehou het om te werk;

met dien verstande dat indien 'n werknemer nie kan lees of skryf nie, sy werkgewer namens hom die vereiste inskrywings ten opsigte van items (a) (ii) tot en met (a) (iv) moet maak en onderteken.

(b) Die vereiste inskrywings ten opsigte van items (a) (i) en (ii) moet deur die werknemer gemaak word voordat hy met sy werk vir die dag begin.

(4) 'n Werkgewer moet so 'n bywoningsregister in sy bewaring hou vir 'n tydperk van nie minder nie as 3 jaar na die datum van die laaste inskrywing wat daarin verskyn.

(5) Alle inskrywings in 'n bywoningsregister moet met ink of inktlood gemaak word.

8. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(2) (a) Each employee, except casual employees, shall be granted in each year of service with the same employer 3 consecutive weeks' leave of absence on full pay. The 3 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.

(b) Any employee who has been employed as a qualified hairdresser with the same employer for a continuous period of 5 years or more, shall be entitled to 21 working days leave on full pay which shall not include more than 3 Saturdays unless mutually agreed by both the employer and employee.

(c) Annual leave in terms of paragraphs (a) and (b) may be taken in 2 separate periods, provided that the total period shall be taken within 6 months of its falling due, by mutual arrangement between the employer and employee.

(3) Annual leave in terms of subclause (2) shall be taken at a time to be arranged between the employer and the employee at least 6 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 2 months of it falling due.

(4) Whenever an employee has completed 1 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 subclause (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 subclause (5) in respect of service with the same employer after the employee's leave in terms of subclause (2) became due. Such pro rata leave shall *mutatis mutandis* be paid to the Council in terms of subclause (6) hereof.

(5) When an employee's employment is terminated before the completion of a year's service, but after the completion of 1 month's service the employee shall be entitled to one-seventeenth 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 subclause (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 7 days before the date when leave in terms of subclause (2) commences, or within the 7 days after the termination of employment as the case may be. When an employee is to take his leave as prescribed in terms of subclause (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 subclause (2) and his employer shall be required to grant him such leave within 6 months of it falling due in terms hereof and the employer shall pay to the Council one-seventeenth 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 are thus terminated; the provisions of subclause (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 any pro rata holiday pay standing to the credit of an employee shall be paid over to him immediately by the Council on his leaving the trade; and

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

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

(b) 'n Werknemer wat vir 'n aaneenlopende tydperk van 5 jaar of langer as 'n gekwalifiseerde haarkapper by dieselfde werkgever in diens was, is geregtig op 21 werkdae verlof met volle besoldiging wat hoogstens 3 Saterdagdae insluit tensy onderling daartoe ooreengekom deur die werkgever en die werknemer.

(c) Jaarlikse verlof ingevolge paragrawe (a) en (b) mag gedurende twee aparte tydperke geneem word, na onderlinge reëling tussen die werkgever en werknemer, met dien verstande dat die volle tydperk geneem word binne 6 maande nadat die werknemer daarop geregtig geword het.

(3) Jaarlikse verlof kragtens subklousule (2) moet op 'n tydstop geneem word wat minstens 6 maande voordat sodanige verlof aanbreek tussen die werkgever en die werknemer gereël is, en moet in elke geval deur die werkgever toegestaan en deur die werknemer geneem word sodat dit binne 2 maande, nadat dit aanbreek, 'n aanvang kan neem.

(4) Wanneer 'n werknemer 1 jaar diens by dieselfde werkgever voltooi het en die werkgever of werknemer verlang om 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) opgeloopt het ten opsigte van diens by dieselfde werkgever nadat die werknemer op verlof kragtens subklousule (2) geregtig geword het nie. Sodanige *pro rata*-verlof moet *mutatis mutandis* ingevolge 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 1 maand diens, is die werknemer geregtig op $\frac{1}{17}$ van 'n week se loon, wat hy ontvang het toe sy diens beëindig is, vir elke voltooië week diens in die onvoltooide jaar.

(6) Die werkgever 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 te beëindig moet word na gelang van omstandighede, en tegelykertyd aan die Raad die 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 7 dae na die diensbeëindiging, na gelang van omstandighede. Wanneer 'n werknemer sy verlof moet neem, soos ingevolge 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, moet van hom vereis word om kragtens subklousule (2) verlof te neem en sy werkgever moet hom sodanige verlof toestaan binne 6 maande nadat hy hierkragtens daarop geregtig word, en die werkgever moet aan die Raad $\frac{1}{17}$ van die weekloon betaal wat die werknemer onmiddellik voor die aanvang van sy verlof ontvang het vir elke voltooië diensweek by genoemde werkgever totdat hy op verlof geregtig geword het, en sodanige geld moet sonder versuim deur die Raad aan die werknemer betaal word saam met die saldo van die verlofbesoldiging wat in sy krediet staan; met dien verstande dat—

(a) indien genoemde werkgever of werknemer genoemde diens wil beëindig, nadat die werknemer op verlof geregtig geword het, van die werknemer vereis moet word om sy verlof te neem en sy verlof aan hom toegestaan moet word voordat sy diens aldus beëindig word; die bepalings van subklousule (4) is *mutatis mutandis* van toepassing ten opsigte van enige *pro rata*-verlofbesoldiging wat aan die werknemer verskuldig is;

(b) niesteenstaande andersluidende bepalings 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, die geld wat in die krediet van so 'n werknemer staan aan hom betaal moet 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 in daardie stadium werkloos is, word sy volgende jaar diens beskou 'n aanvang te geneem het vanaf die datum waarop hy daarna werk in genoemde Bedryf kry;

(c) wanneer 'n werknemer die bedryf verlaat, die *pro rata*-gedeelte van die verlofbesoldiging wat in sy krediet staan, onmiddellik deur die Raad aan hom betaal word; en

(d) in geval van 'n werknemer se dood alle verlofbesoldiging, wat in sy krediet staan, in sy boedel gestort moet word.

(7) For the purpose of this clause an employee's year of service for which he shall be entitled to 3 weeks' annual leave plus any public holidays falling within that period on full pay, as provided for in this clause shall be 12 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 subclause 6 (b) his next year of service shall be deemed to commence from the date of his re-employment in the trade.

(8) Any period during which an employee—

- (a) is on leave in terms of subclause (2); or
- (b) is absent from work owing to illness; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (b) and (c) plus up to 4 months of any period of military training referred to in paragraph (d) undergone in that year, shall, for the purposes of subclauses (2) and (4) be deemed to be employment.

(9) An employer shall not require or permit an employee to work in the said trade, whether for remuneration or not, and an employee shall not work in the said trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of subclause (2) hereof.

(10) Leave of absence on full pay shall not run concurrently with notice of termination, sick leave or any period of Military Training.

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

9. TERMINATION OF SERVICE.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) in the case of a general assistant, not less than 1 work day's notice; and
- (b) in the case of any other employee, during the first 4 weeks of employment, not less than 1 work day's notice and thereafter not less than 1 week's notice;

or an employer or employee may at any time terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice not less than:—

- (i) in the case of 1 work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided—

- (i) that this shall not affect—
 - (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
 - (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) No employer shall terminate the services of an employee during such employee's absence from work due to illness for which he is not himself responsible; provided that—

- (a) the employer is notified within 3 working days of the commencement of such illness;
- (b) a medical certificate for the period of absence is produced on the employee's return to work; and
- (c) such period of absence from work does not exceed 30 days.

(3) The period of notice referred to in this clause shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave or any period during which the employee is required to undergo military training in pursuance of the Defence Act, 1957.

(7) Vir die toepassing van hierdie klousule moet 'n werknemer se jaar diens waarvoor hy op 3 weke jaarlikse verlof geregtig is, plus enige openbare vakansiedae met volle besoldiging wat binne daardie tydperk val, soos in hierdie klousule voorgeskrif, 12 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 dié datum werkloos was waarop hy laas *pro rata*-verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens subklousule (6) (b) geneem het, sy volgende jaar diens geag te word te begin vanaf die datum waarop hy weer in die Bedryf in diens geneem is.

(8) Enige tydperk waartydens 'n werknemer—

- (a) met verlof is ooreenkomstig die bepalings van subklousule (2); of
- (b) van sy werk afwesig is weens siekte; of
- (c) van sy werk afwesig is in opdrag of op versoek van die werkgever; of
- (d) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;

wat altesaam in 'n jaar nie meer nie as 10 weke beloop ten opsigte van die tydperke bedoel by paragrawe (a), (b) en (c) plus tot 4 maande van 'n tydperk van militêre opleiding bedoel by paragraaf (d) wat gedurende daardie jaar ondergaan is nie, word diens te wees by die toepassing van subklousules (2) en (4).

(9) 'n Werkgever moet nie van 'n werknemer vereis of hom toelaat om in genoemde Bedryf te werk nie, of dit vir besoldiging geskied aldan nie en 'n werknemer moet nie in genoemde Bedryf werk nie, of dit vir besoldiging is aldan nie, gedurende die jaarlikse verloftydperk wat ingevolge subklousule (2) van hierdie klousule aan sodanige werknemer toegestaan word.

(10) Afwesigheidsverlof met volle besoldiging moet nie saamval nie met kennisgewing van diensbeëindiging, siekteverlof of 'n tydperk van militêre opleiding 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 eise wat na afloop van genoemde tydperk deur so 'n werknemer gestel word in ooreweging moet neem en dat hy na goeddunke 'n *ex gratia*-betaling uit die fondse van die Raad aan so 'n werknemer, hierin genoem, kan doen.

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

9. DIENSOPSEGGING.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) in die geval van 'n algemene helper, met minstens 1 werkdag kennis gee; en
- (b) in die geval van 'n ander werknemer, gedurende die eerste 4 weke diens, met minstens 1 werkdag, en daarna met minstens 1 week kennis gee;

of 'n werkgever of werknemer kan te eniger tyd die kontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval:—

- (i) In die geval van 1 werkdag se kennisgewing, die dagloon wat die werknemer ten tyde van die beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van die beëindiging ontvang; met dien verstande dat—

(i) hierdeur onaantas gelaat word—

- (a) die reg van 'n werkgever of 'n werknemer om die kontrak om enige regsgeldige rede sonder kennisgewing te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur van albei kante en vir langer as dié wat in hierdie klousule voorgeskrif word;
- (c) die werking van verbeurings of strawwe wat kragtens wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Geen werkgever mag die dienste van 'n werknemer beëindig gedurende sodanige werknemer se afwesigheid van sy werk weens siekte waarvoor hy nie self verantwoordelik is nie; met dien verstande dat—

- (a) die werkgever binne 3 werkdag vanaf die begin van sodanige siekte in kennis gestel moet word;
- (b) 'n geneeskundige sertifikaat vir die tydperk van afwesigheid ingedien moet word wanneer die werknemer sy werk verlaat; en
- (c) sodanige tydperk van afwesigheid nie langer as 30 dae mag duur nie.

(3) Die kennisgewingtermyn genoem in hierdie klousule, mag nie saamval nie met, en kennis mag ook nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof of 'n tydperk waarin die werknemer militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957.

10. CERTIFICATE OF COMPETENCY.

(1) A committee shall be appointed by the Council consisting of at least 4 members, 2 of whom shall be employers and 2 of whom shall be employees, who shall hold the examinations referred to in subclauses (2) and (3) and make recommendations to the Council as to the issue of certificates of competency.

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

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

(b) satisfy itself that the applicant by virtue of his 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.

11. 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.

12. 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.

13. 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 subclause (1) of this clause, conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deem fit, after 1 week's notice, in writing, has been given to the persons concerned, withdraw any licence of exemption.

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

(a) The full name of the person concerned;

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

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;

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

14. 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 10 cents per week from the earnings of each of his employees, except apprentices, general assistants and minors for whom minimum wages are prescribed in this Agreement, and 3 cents 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, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh 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 and minors 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, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month, in the form prescribed in annexure A to this Agreement.

10. BEKWAAMHEIDCERTIFIKAAT.

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens 4 lede, van wie twee werkgewers en twee werknemers is, wat die eksamens, genoem in subklousule (2) en (3), moet afneem en by die Raad aanbevelings moet doen vir die uitreiking van sertifikate van bekwaamheid.

(2) Wanneer 'n werkgewer of 'n werknemer aansoek doen om 'n sertifikaat van bekwaamheid, moet hy saam met die aansoek 'n bedrag van R10 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 sodanige 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.

11. BUITEWERK.

'n Werknemer mag nie—

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

(2) vir eie rekening of ten behoeve van enige ander persoon as sy werkgewer, handeldryf in toiletbenodigdhede vir verkoop, wins of beloning nie; terwyl die werknemer by 'n werkgewer in die Haarkappersbedryf in diens is nie.

12. 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 die werknemers menings uitspreek wat nie met die bepalings daarvan in stryd is nie.

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

13. VRYSTELLING.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalings 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 1 week skriftelike kennis aan die betrokke persone gegee is, na goedvinde enige vrystellingsertifikaat kan intrek.

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

(a) Die naam van die betrokke persoon, voluit;

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

(c) die voorwaardes, vasgestel ooreenkomstig die bepalings 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.

14. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE SUID-TRANSVAALSE TAK VAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION EN DIE WITWATERSRAND MASTER HAIRDRESSERS' ASSOCIATION.

(1) Om die uitgawes van die Raad te dek, moet elke werkgewer 10 sent per week aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, algemene helpers en minderjariges vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en 3c van elke los werknemer ten opsigte van elke week waarin hy by daardie werkgewer in diens was. By die totale bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks voor of op die sewende dag van elke maand, aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur in die vorm soos voorgeskryf in aanhangsel 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, uitgesonderd vakleerlinge en minderjariges, wat lede van die vakvereniging is, die bedrag van die ledesgeld en die versekeringspremies aftrek wat aan die vakvereniging betaalbaar is en dit maandeliks, voor of op die sewende dag van elke maand, aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur, in die vorm soos voorgeskryf in aanhangsel A van hierdie Ooreenkoms.

(3) Every employer who is a member of the Witwatersrand Master Hairdressers' Association shall remit one rand (R1) to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month in the form prescribed in annexure A to this Agreement.

15. EXHIBITION OF AGREEMENT.

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

16. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

- His full name and title of business;
 - business address; and
 - 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 subclause (1) of this clause be furnished.

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

- The full name of the directors, the full name of the person in actual control of each branch of the business;
- address of the registered offices of the company;
- 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 14 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.

17. AGENTS.

The Council shall appoint 1 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.

18. 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' Employees' 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 Republic of South Africa; provided that if any immigrant has at any time after the first 3 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.

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

20. CONTROL OF PREMISES.

No employer shall carry on the Hairdressing Trade in premises—

- which are not adequately lighted and ventilated and provided with an adequate supply of cold and hot running water;

(3) Elke werkgever wat lid van die Witwatersrand Master Hairdressers' Association is, moet R1 aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg voor of op die sewende dag van elke maand stuur in die vorm voorgeskryf in aanhangsel A van hierdie Ooreenkoms.

15. 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 amptelike tale en in die vorm soos voorgeskryf in die regulasies ingevolge die Wet vertoon hou.

16. 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 werkgever 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:—

- Sy volle naam en die naam van die besigheid;
- die besigheidsadres;
- naam van elke werknemer voluit, die hoedanigheid waarin hy werksaam is en die lone 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) van hierdie klousule, 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):—

- Die name van die direkteure voluit, die naam van die persoon voluit wat werklik beheer het oor elke tak van die besigheid;
- die adres van die geregistreerde kantore van die maatskappy;
- 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 14 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.

17. 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 dié 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.

18. LIDMAATSKAP.

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

Geen werkgever wat lid van die werkgeversorganisasie is, mag sonder voorlegging van 'n geldige lidmaatskapskaart 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 Republiek van Suid-Afrika van toepassing nie; met dien verstande dat as 'n immigrant ten eniger tyd na die eerste 3 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.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

20. BEHEER OOR PERSELE.

Geen werkgever mag die Haarkappersbedryf uitoefen in persele—

- wat nie voldoende verlig en geventileer is en nie 'n voldoende koue- en warm watertoevoer het nie;

(b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;

(c) the walls and floors of which are not constructed of material which will permit of their being easily kept clean;

(d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble slate or finished with enamel or covered with zinc or other readily cleansable and durable material;

(e) 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—

(a) in the ladies' trade—

- (i) curling;
- (ii) scissors;
- (iii) combs;
- (iv) clippers (not electric);
- (v) razors;
- (vi) setting clips;
- (vii) rollers;
- (viii) brushes;
- (ix) overalls.

(b) in the gentlemen's trade—

- (i) clippers (not electric);
- (ii) scissors;
- (iii) razors;
- (iv) neck brush;
- (v) combs;
- (vi) coats;

(c) in cases where the employer has instituted a "colour scheme" in coats and overalls fitting in with the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants;

(2) An employer shall provide each hairdresser (qualified) with—

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

(b) an antiseptic bath containing a solution of formalin in the proportion of half a gallon of water to 2 ounces of formalin for the purpose of sterilizing shaving brushes;

(c) at least 2 shaving brushes so as to allow for the 1 brush not in use, to be kept in the antiseptic bath;

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

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

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

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

(h) 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 continued 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 subclause.

(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:—

(i) Thirty cents per week for all employees for whom the prescribed minimum wages are R34 per week or more;

(ii) twenty-five cents per week for all employees for whom the prescribed wages are R20.76 per week or more, but not exceeding R33.99 per week;

(iii) fifteen cents per week for all employees for whom the prescribed wages are R15.50 per week or more, but not exceeding R20.75 per week;

(iv) ten cents per week for all employees for whom the prescribed wages are R12.06 per week or more, but not exceeding R15.49 per week;

(v) eight cents per week for all employees for whom the prescribed wages are R6 per week or more, but not exceeding R12.05 per week.

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

(c) Every working employer shall contribute 30 cents per week on his/her own behalf.

(b) wat nie met geglasuurde wasbakke met afleipype en 'n stelsel om afloopwater op onskadelike wyse af te voer, toegerus is nie;

(c) waarvan die mure en die vloere nie gemaak is van materiaal wat maklik skoongemaak kan word nie;

(d) wat toegerus is met rakke, monterings en ander toebehoore wat nie van glas, marmer of lei gemaak is of wat met enemmel afgewerk of met sink of ander duursame materiaal wat maklik skoongemaak kan word, bedek is nie;

(e) 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 haarkapper (gekwaliseer) alle gereedskap en uitrusting verskaf wat nodig is om sy werk te verrig, behalwe—

(a) in die damesbedryf—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie elektries nie);
- (v) skeermesse;
- (vi) knippies om hare mee te set;
- (vii) rollers;
- (viii) borsels;
- (ix) oorpakke.

(b) in die mansbedryf—

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

(c) ingeval die werkgewer 'n „kleurskema" in jasse en oorpakke ingevoer het wat aanpas by die kleurskema van sy saloon, moet hy die vereiste jasse en oorpakke aan sy assistente verskaf.

(2) 'n Werkgewer moet elke haarkapper (gekwaliseer) voorsien van—

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

(b) 'n antiseptiese bak wat 'n oplossing van formalien in die verhouding van 'n halwe gelling water op 2 onse formalien bevat vir die ontsmetting van skeerkwaste;

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

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

(e) vloei-bare, poeier- of buisseep of skeerroom;

(f) 'n voorraad skoon papier om die gereedskap en veral die skeermesse skoon te maak nadat dit op die riem skerp gemaak is;

(g) bloedstelpingsmiddel in die vorm van poeier of vloeistof om as sproeimiddel of op 'n vars skoon proppe watte gebruik te word;

(h) 'n vergaarbak met deksel om alle vuil papier en watte en hare na elke behandeling op te vang.

22. SIEKTEBYSTANDSFONDS.

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

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

(3) (a) Die fonds word gefinansier uit bydraes ingevolge paragrawe (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:—

(i) Dertig sent per week vir alle werknemers vir wie die voorgeskrewe loon R34 per week of hoër is;

(ii) vyf-en-twintig sent per week vir alle werknemers vir wie die voorgeskrewe loon R20.76 per week of hoër is, maar hoogstens R33.99 per week;

(iii) vyftien sent per week vir alle werknemers vir wie die voorgeskrewe loon R15.50 per week of hoër is, maar hoogstens R20.75 per week;

(iv) tien sent per week vir alle werknemers vir wie die voorgeskrewe loon R12.06 per week of hoër is, maar hoogstens R15.49 per week;

(v) agt sent per week vir alle werknemers vir wie die voorgeskrewe loon R6 per week is, maar hoogstens R12.05 per week is.

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

(c) Elke werkende werkgewer moet 30 sent per week namens homself/haarself bydra.

(d) To the total so collected under subclause (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, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month in the form prescribed in annexure A to this Agreement.

(4) Subject to the provisions of subclause (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 prescribed in the Agreement, for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wage; provided that, in the case of a public holiday falling within such period of absence, a full day's wages shall be paid at the prescribed rates, 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 4 years' membership provided that his membership in compliance to the fund is not less than 1 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 3 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 R200 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of R400.

(6) The fund shall be administered by a management board consisting of 3 representatives, of the employers and 3 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 National Savings 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) Public accountant or accountants shall be appointed annually by the Industrial Council at such remuneration as the Council may decide, who 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 subclause (3) hereof;

(ii) from any other sources; and

(b) expenditure incurred under all headings during the period ended 30 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) 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

(d) By die totaal aldus ingevorder ingevolge subklousule (3) (b) van hierdie klousule, moet die werkgever 'n gelyke bedrag voeg en maandeliks alle invorderings ingevolge subklousule (3) (a), (b) en (c) van hierdie klousule, voor of op die sewende dag van die maand, sonder kommissie, aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur, in die vorm soos voorgeskryf in aanhangsel A van hierdie Ooreenkoms.

(4) Behoudens die bepalings van 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 spesialis, 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 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; met dien verstande dat in die geval van 'n openbare vakansiedag wat binne sodanige tydperk van afwesigheid val, 'n volle dag se loon betaal moet word teen die voorgeskrewe skaal maar vir 'n totale tydperk van hoogstens 8 weke binne 'n aan-eenlopende tydperk van 12 maande gereken van die datum waarop hy siek geword het of 'n ongeluk oorgekom het;

(iv) een bril 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 3 dae siekte geregtig is nie;

(b) in die geval van ongelukke net die bystand betaal moet word waarop daar nie kragnens 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 R200 daal en die betaling van verdere voordele word nie hervat voordat die batige saldo van die fonds weer die syfers van R400 bereik het nie.

(6) Die fonds word geadminestreer deur 'n bestuursraad wat bestaan uit 3 werkgewersvertegenwoordigers en 3 werknemersvertegenwoordigers wat deur die Nywerheidsraad aangestel word. Die administrasie moet geskied 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 bouvereniging deur die bestuursraad goedgekeur op deposito geplaas word, of kan in Nasionale Spaarsertifikate belê word; met dien verstande dat voldoende geld in 'n likwiede vorm beskikbaar gehou moet word wat die bestuursraad in staat sal stel om onmiddellik aan alle eise op die fonds op aanvraag te voldoen.

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

(8) 'n Publieke rekenmeester of rekenmeesters moet jaarliks deur die Nywerheidsraad aangestel word teen 'n honorarium waarvoor die Raad besluit en moet die rekenings van die fonds, nadat die fonds met uitbetaling van voordele begin het, minstens een maal per jaar en voor of op 30 Mei van elke jaar, ouditeer en 'n staat opstel wat onderstaande toon—

(a) alle gelde wat ontvang is—

(i) ingevolge subklousules (3) hiervan;

(ii) uit enige ander bronne; 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 medeonderteken 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 uittreksels daaruit te maak. Gewaarmerkte afskrifte van beide die state en die ouditeur se verslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

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

created, provided that the fund shall be liquidated unless an agreement providing for the continuation thereof or for the transfer of the moneys of the fund as aforesaid, is entered into within 6 months of the date of expiry of this agreement.

(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 purpose, provided however that any vacancy occurring on the board may be filled by the Registrar 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 Registrar 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 subclause (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 subclause (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 provisions 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 provisions 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 subclause (13) of this clause 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 subclause (13) of this clause as from the date of such withdrawal.

(13) An apprentice who is not a member of the Fund, and any other employee, except a casual employee, who has been excluded from the Fund on account of—

(a) chronic sickness;

(b) any other good reason recognised by the Board as being sufficient, and who is absent from work through incapacity, shall be granted by the employer not less than 36 days sick leave in the aggregate during any period of 36 consecutive months of employment with him, and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than 1 work day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than 2 consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period up to 8 weeks received payment in terms of this subclause on 2 or more occasions without producing such a certificate his employer may during the period of 8 weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work; and

(c) for the purpose of this subclause—

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

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

(a) is on leave in terms of subclause (2) of clause 8; or

(b) is on sick leave; or

met dien verstande dat die fonds gelikwieders moet word tensy 'n Ooreenkoms wat voorsiening maak vir die voortsetting daarvan of vir die oordrag van die geld van die fonds soos vooreen, binne 6 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(10) Ingeval 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 administreer 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 Registrateur gevul kan word uit die geleedere van werkgewers of werknemers in die bedryf, na gelang van die geval, om die gelykheid van werkgewer- en werknemerverteenwoordigers 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 Registrateur die administrasie 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 gelikwieders word op die wyse uiteengesit in subklousule (11) van hierdie klousule, en indien by die verstryking in die sake van die Raad reeds afgewikkel en sy bates verdeel is, dan moet die saldo van hierdie fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasie van die fonds ooreenkomstig 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 uitbetaal word.

(12) Die bepalings 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 die aftrekorder, saam met 'n duplikaat daarvan, by die werkgewer. Die oorspronklike moet deur die werkgewer gehou en die duplikaat saam met die eerste bydrae ten behoeve van die vakleerling aan die Sekretaris van die Raad gestuur word. Met ingang van die datum waarop die aftrekorder by die werkgewer ingedien word, is die bepalings van hierdie klousule op genoemde vakleerling van toepassing; met dien verstande dat alle bystand wat ten opsigte van 'n tydperk van diens aan die vakleerling verleen is kragtens subklousule (13) van hierdie klousule, afgetrek moet word van bystand wat kragtens hierdie klousule gedurende dieselfde tydperk aan hom betaalbaar is; en voorts met dien verstande dat as genoemde aftrekorder te eniger tyd deur genoemde vakleerling teruggetrek word, hy weer van die datum van die terugtrekking vir verlofvoordele kragtens subklousule (13) van hierdie klousule moet begin kwalifiseer.

(13) 'n Vakleerling wat nie lid van die Fonds is nie en 'n ander werknemer, uitgesonderd 'n los werknemer, wat van die Fonds uitgesluit is weens—

(a) chroniese siekte;

(b) 'n ander afdoende rede wat deur die Bestuur erken word; en wat weens ongeskiktheid van sy werk afwesig is, moet gedurende enige tydperk van 36 agtereenvolgende maande diens by dieselfde werkgewer deur sodanige werkgewer altesaam 36 dae siekteverlof verleen word, en sodanige werkgewer moet sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule minstens 'n bedrag betaal wat gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

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

(ii) dat 'n werkgewer as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word; met dien verstande dat, waar 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling kragtens hierdie subklousule ontvang het sonder om sodanige sertifikaat te toon, sy werkgewer gedurende die tydperk van 8 weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk te toon; en

(c) vir die toepassing van hierdie subklousule—

(i) omvat „betaling” of „loon” enige lewenskostetoelae wat ingevolge 'n wet of op 'n ander manier aan 'n werknemer betaal word of betaalbaar is;

(ii) omvat „diens” enige tydperk wat 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (2) van klousule 8; of

(b) met siekteverlof is; of

(d) is undergoing military training.

(d) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

W. J. VAN RENSBURG, *Chairman of the Council.*

N. P. WARE, *Vice-Chairman of the Council.*

A. D. ZAKAR, *Secretary of the Council.*

(d) militêre opleiding ondergaan.

(d) „ongeskiktheid” beteken onvermoë om te werk weens 'n siekte of besering, uitgesonderd 'n siekte of besering waardeur die werknemer se eie wangedrag veroorsaak is; met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

W. J. VAN RENSBURG, *Voorsitter van die Raad.*

N. P. WARE, *Ondervoorsitter van die Raad.*

A. D. ZAKAR, *Sekretaris van die Raad.*

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

To the Secretary.

FOR OFFICE USE ONLY.

Receipt No. _____
Month _____
Official _____

P.O. Box 1201.
Telephone 22-2505.

Employees' Scale of Contribution.

Employers' Scale of Contribution.

Casual Hands (Male or Female):—
Council..... 3c. per week.

For a Qualified Male:—
Sick Fund 30c per week.

General Assistants:—
Sick Fund..... 8c per week.

For a Qualified Female (Ladies' Trade):—
Sick Fund, 25c per week.

Receptionists:—

Sick Fund.....	15c per week.
Council.....	10c per week.
Union.....	25c per month.

Sick Fund.....	30c per week.
Council.....	10c per week.

For each Partner:—
Sick Fund..... 50c per week.

For a Receptionist:—

Sick Fund.....	15c per week.
Council.....	10c per week.

For each Bantu:—
Sick Fund..... 8c per week.

For each Casual Hand:—
Council..... 3c per week.

Return for the months of _____ 19____

This return must be lodged with the Secretary by not later than the 7th day of each and every month succeeding the month for which this return is completed.

Name of Saloon _____ Address of Saloon _____ Phone No. _____

Name of Employee.	Date Engaged and Previous Saloon.	Sex: Qual. Appr. Cas.	Annual Leave Pay.	Pro rata Leave Pay.	Wit. Subs. R1.00 p.m.	Employees' Contribution for each and every Saturday.		Employers' Contribution for each and every Saturday.		
						Union Subs.	Council Subs.	Sick Benefit Fund.	Council Subs.	Total.
										R c
TOTAL.....R										

If not enough space, use reverse side.

ANNEXURE C.
ATTENDANCE REGISTER.

(Name of Employee.)										(Occupation of Employee.)									
Year.....		Entries to be made by Employee.								Excess Hours Worked.		Total Number of Hours Worked.		Remarks (if any).					
Month.....		Signature.	Time of commencing Work.	Intervals of Work.						Time of finishing Work.	On.	Off.	Each Day.	Each Week.	By Employee.	By Employer, if Employee absent, reasons for his absence (to be signed by Employer).	By Inspector.		
Date.	Day of Week.			Off.	On.	Off.	On.	Off.	On.										
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			
27																			
28																			
29																			
30																			
31																			

Note.—Under headings "Off" and "On" in columns referring to "Intervals of Work", insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

AANHANGSEL C.
BYWONINGSREGISTER.

(Naam van werknemer.)										(Beroep van werknemer.)									
Inskrywings wat deur werknemer gemaak moet word.										Oortollige ure gewerk.		Totale getal ure gewerk.		Opmerkings (indien daar is).					
Maand.....		Hand-tekening.	Tyd waarop begin werk.	Werkpouses.						Tyd waarop opgehou om te werk.	Aan.	Af.	Elke dag.	Elke week.	Deur werknemer.	Deur werkgever, indien werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgever onderteken word).	Deur inspekteur.		
Datum.	Dag van die week.			Af.	Aan.	Af.	Aan.	Af.	Aan.										
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			
27																			
28																			
29																			
30																			
31																			

Let wel.—Onder die hoofde „Af” en „Aan” in die kolommet wat na „Werkpouses” verwys, skryf in die tyd waarop die pouse begin en die tyd waarop daar met die werk voortgegaan is. ’n Werknemer word geag om by sy werk te wees vir enige pouse in sy werk indien die werknemer nie toegelaat is om die bedryfsinrigting oor die hele pouse te verlaat nie.

No. R. 1597.]

[6 October 1967.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 of 1942, AS AMENDED.

HAIRDRESSING TRADE, WITWATERSRAND.

I, Marais Viljoen, Minister of Labour, hereby, in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Hairdressing Trade, Witwatersrand, published under Government Notice No. R. 1596 of the 6th October 1967.

M. VILJOEN,
Minister of Labour.

No. R. 1598.]

[6 October 1967.]

SHOPS AND OFFICES ACT, 1964.—EXEMPTION FROM SICK LEAVE PROVISIONS.

HAIRDRESSING TRADE, WITWATERSRAND.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 14 (1) of the Shops and Offices Act, 1964, grant exemption from the provisions of section 7 of the said Act in respect of all employees who are entitled to sick benefits in terms of clause 22 of the Agreement for the Hairdressing Trade, Witwatersrand, published under Government Notice No. R. 1596 of the 6th October 1967.

M. VILJOEN,
Minister of Labour.

No. R. 1597.]

[6 Oktober 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Haarkappersbedryf, Witwatersrand, wat by Goewermentskennisgewing No. R. 1596 van 6 Oktober 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1598.]

[6 Oktober 1967.]

WET OP WINKELS EN KANTORE, 1964—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.

HAARKAPPERSBEDRYF, WITWATERSRAND.

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby kragtens artikel 14 (1) van die Wet op Winkels en Kantore, 1964, vrystelling van die bepalings van artikel 7 van genoemde Wet ten opsigte van alle werknemers wat op siektevoordele geregtig is kragtens klousule 22 van die Ooreenkoms vir die Haarkappersbedryf, Witwatersrand, wat by Goewermentskennisgewing No. R. 1596 van 6 Oktober 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

No.	Department of Labour.	PAGE
GOVERNMENT NOTICES.		
R.1596.	Industrial Conciliation Act, 1956: Hairdressing Trade, Witwatersrand ...	1
R.1597.	War Measures Act, 1940 ...	16
R.1598.	Shops and Offices Act, 1964: Exemption from Sick Leave Provisions ...	16

INHOUD.

No.	Departement van Arbeid.	BLADSY
GOEWERMENSKENNISGEWINGS.		
R.1596.	Wet op Nywerheidsversoening, 1956: Haarkappersbedryf, Witwatersrand ...	1
R.1597.	Wet op Oorlogsmaatreëls, 1940 ...	16
R.1598.	Wet op Winkels en Kantore, 1964: Vrystelling van Siekteverlofbepalings ...	16



Republic of South Africa
Coat of Arms
In Colours

Size 11½ inches by 9 inches

Reprinted to design prepared
by the College of Heraldry

PRICE:

R1.10 per copy, post free within the Republic

R1.15 per copy, outside the Republic

Obtainable from the Government Printer
Pretoria and Cape Town



Wapen van die
Republiek van Suid-Afrika
In Kleure

Groot 11½ duim by 9 duim

Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek

PRYS:

R1.10 per kopie, posvry in die Republiek

R1.15 per kopie, buite die Republiek

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad