



# Government Gazette

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[No. 825.]

### GOVERNMENT NOTICES.

#### DEPARTMENT OF LABOUR.

No. R. 890.] [19 June 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

HAIRDRESSING TRADE, CAPE PENINSULA.

#### NEW AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 5 (6), 15 (2) and (3), 18, 19 and 20 shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial Districts of the Cape, Bellville, Wynberg and Simonstown; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 5 (6), 15 (2) and (3), 18, 19 and 20, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,  
Minister of Labour.

### GOEWERMENSKENNISGEWINGS.

#### DEPARTEMENT VAN ARBEID.

No. R. 890.] [19 Junie 1964.]

WET OP-NYWERHEIDSVERSOENING, 1956.

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.

#### NUWE OOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids- versoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 5 (6), 15 (2) en (3), 18, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 5 (6), 15 (2) en (3), 18, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad *mutatis mutandis* bindend is vir alle Naturrelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturrelle in hul diens.

A. E. TROLLIP,  
Minister van Arbeid.

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between the

Cape Hairdressers' Employers' Association

(hereinafter referred to as "the employers" or "the employers' organisation), of the one part, and

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 (Cape Peninsula).

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Hairdressing Trade in the Magisterial Districts of Cape, Bellville, Wynberg and Simonstown by all employers and employees who are members of the employers' organisation and trade union, respectively.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or conditions fixed thereunder.

## 2. PERIOD OF OPERATION OF AGREEMENT.

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

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944, as amended;

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

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing, and/or any other form of clerical work and includes a receptionist and/or cashier and/or telephonist and/or sales assistant;

"clerical employee, male, qualified," means a male clerical employee who has had not less than five years' experience;

"clerical employee, female qualified," means a female clerical employee who has had not less than four years' experience;

"Council" means the Industrial Council for the Hairdressing Trade (Cape Peninsula) registered in terms of section nineteen of the Industrial Conciliation Act of 1956;

"establishment" means any place in which toilet services are normally rendered to white persons;

"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 "clerical employee", 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; provided that any period or periods of employment in excess of three years in any one or two of these occupations in the aggregate shall not be reckoned as employment in any other of these occupations;

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

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

"hairdresser" means an employee other than a minor referred to in clause 4 (1) (c) or an apprentice indentured under the Apprenticeship Act of 1944, who performs one or more of the operations as defined under "toilet services" in these definitions;

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

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

"manicurist" means an employee who has undergone a period of training as such for a period of one year and who performs the operation only in manicuring and shampooing;

## OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Cape Hairdressers' Employers' 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 Haarkappers-bedryf (Kaapse Skiereiland).

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word in die landdrosdistrikte die Kaap, Bellville, Wynberg en Simonstad deur alle werkgewers en werknemers wat lede is van die werkgewersorganisasie en van die vakvereniging.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms op vakleerlinge van toepassing net vir sover dié bepalings nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige kontrak daarvolgens of voorwaardes daaronder aangegaan.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

## 3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet; elke vermelding van 'n wet of ordonnansie, omvat alle wysigings van so 'n wet of ordonnansie en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet" die Wet op Nywerheidsversoening, No. 28 van 1956;

„vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944, soos gewysig;

„los werknemer" 'n haarkapper/ster wat hoogstens twee dae per week vir dieselfde werkgewer werk;

„klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig en omvat 'n ontvangsklerk en/of kassier en/of telefonis en/of verkoopsassistent;

„klerklike werknemer, man, gekwalifiseer," 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

„klerklike werknemer, vrou, gekwalifiseer," 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

„Raad" die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland) geregistreer ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956;

„bedryfsinrigting" enige plek waar toilet dienste gewoonlik aan Blankes gelewer word;

„ondervinding"—

(a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf gehad het;

(b) met betrekking tot 'n klerklike werknemer, die totale tydperk of tydperke wat 'n werknemer skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk gedoen het, en/of wat hy as ontvangsklerk en/of kassier en/of telefonis en/of verkoop-assistent gewerk het; met dien verstande dat enige tydperk of tydperke diens wat meer as drie jaar in enige een of twee van hierdie werksaamhede altesaam beloop, nie as diens in enige ander van hierdie werksaamhede gereken mag word nie;

„algemene assistent" 'n werknemer wat by 'n werkgewer in diens is vir skoonmaak, vee, skoene poets, boodskappe doen, tee maak, koppies en/of toiletgerei was;

„manshaarkappery" die tak van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan manlike persone gelewer word;

„haarkapper" 'n werknemer, uitgesonderd 'n minderjarige in klousule 4 (1) (c) genoem, of 'n vakleerling wat kragtens die Wet op Vakleerlinge, 1944, ingeboek is, wat een of meer van dié werksaamhede soos onder „toilet dienste" in hierdie woordomsrywings bepaal, verrig;

„Haarkappersbedryf" dié bedryf wat in 'n bedryfsinrigting uitgeoefen word;

„dameshaarkappery" die tak van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan vroulike persone gelewer word;

„manikuris" 'n werknemer wat 'n tydperk van een jaar opleiding as sodanig meegemaak het en wat slegs manikuur-en sjampoewerk doen.

"chargehand packer" in the biscuit packing department means an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or foremistress, and who marks the time-sheet and attendance register, and who may also do packing;

"clerical employee" means an employee who is wholly or or mainly engaged in writing and/or typing and/or any other form of clerical work, and includes a despatch clerk and a cashier;

"Council" means the National Industrial Council of the Biscuit Manufacturing Industry of South Africa, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means an employee's weekly wage divided by—

- (i) five in the case of employees working a five-day week;
- (ii) five and a half in the case of employees, other than watchmen, working a five and a half day week;
- (iii) seven in the case of a watchman who works a seven-day week, and six in the case of a watchman who works a six-day week.

"delivery assistant" means an employee, other than a driver or vanman, who delivers products of an establishment to customers, on bicycles, horse-drawn or other vehicles;

"depot" means any premises owned or occupied by an employer where stocks of biscuits are kept for distribution from such premises;

"despatcher" means an employee who deals with the despatch of goods under the direct supervision of the foreman despatcher;

"driver" means an employee, other than a vanman, engaged in driving a motor or horse-drawn vehicle;

"employment" means the total period of service an employee has had in the Biscuit Manufacturing Industry;

"establishment" means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry, and includes a depot;

"factory operative" means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds, or any other ornamentations, cleaning and sifting ingredients, feeding ingredients to dough mixers and dough on to biscuit machines, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process, making or repairing of clothing, pressing clothing by hand or machine; operating any other machine in the laundry section or checking;

"foreman or foremistress" means an employee who is in charge of the packing department;

"foreman biscuit baker" means a biscuit baker either of machine or hand-made biscuits, who takes full control of all manufacturing operations;

"foreman despatcher" means an employee who is in charge of the despatch of goods;

"guillotine machine operator" means an employee employed on operating a power-driven guillotine paper-cutting machine;

"handyman" means an employee, other than an artisan, engaged in making minor repairs and adjustments, to machinery, plant, buildings and other equipment;

"hourly rate" means an employee's wage divided by his ordinary hours of work prescribed in clause 7 (1) according to the occupation concerned;

"juvenile" means an employee under the age of 21 years;

"labeller" means an employee who fixes type and size labels to containers;

"laboratory attendant" means an employee attached to a laboratory who is wholly or mainly engaged in preparing samples for analysis, filtering and weighing samples, adjusting and recording times and temperatures and preparing laboratory apparatus;

"labourer" means an employee who is wholly or mainly engaged in one or more of the following or similar operations:—

- (1) Sweeping and/or cleaning premises, plant, vans, utensils and other articles;
- (2) carrying, stacking and pushing;
- (3) oiling or greasing machines and/or vehicles;
- (4) washing and delabelling tins;
- (5) unwrapping pats of butter;
- (6) packing tins or boxes into crates or other outer containers;
- (7) nailing up crates;
- (8) fixing addressed labels on boxes or crates;
- (9) repairing boxes and crates by hand or making them up from shooks or other materials;
- (10) loading and unloading including loading or taking off from roller type or similar conveyor belts and bands;
- (11) stencilling by hand;
- (12) assembling or sealing corrugated cardboard containers;
- (13) cooking rations or making teas or similar beverages or serving tea or similar beverages to employees or his employer;
- (14) delivering letters, messages, or goods on foot or by means of a foot or hand propelled vehicle;
- (15) demolishing buildings or other structures;

"onderbaasverpakker" in die beskuietverpakkingsafdeling, 'n werknemer wat gemagtig is om aan die hoof te staan van of toesig te hou oor 'n groep verpakkers onder die regstreekse leiding van 'n voorman of voorvrou en wat die werkstaat en bywoningsregister invul en ook verpakkingswerk mag verrig;

"klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n versendingsklerk en 'n kassier;

"Raad" die Nasionale Nywerheidsraad vir die Beskuietnywerheid van Suid-Afrika, geregistreer ingevolge artikel twee van die Nijverheid Versoenings Wet, 1924, en geag geregistreer te wees ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956;

"dagloon" 'n werknemer se weekloon gedeel deur—

- (i) vyf in die geval van werknemers wat vyf dae in 'n week werk;
- (ii) vyf en 'n half in die geval van werknemers, uitgesonderd wagte, wat vyf en 'n half dag in 'n week werk;
- (iii) sewe in die geval van 'n wag wat sewe dae in 'n week werk, en ses in die geval van 'n wag wat ses dae in 'n week werk;

"afleweringsassistent" 'n werknemer, uitgesonderd 'n drywer of afleweringswagbediende, wat produkte van 'n bedryfsinrigting aan klante aflewer met 'n fiets, perde- of ander voertuig;

"depot" 'n perseel wat behoort aan of geokkupeer word deur 'n werkgewer en waar voorrade beskuiet gehou word vir distribusie vanuit sodanige perseel;

"versender" 'n werknemer wat onder die regstreekse toesig van 'n voormanversender goedere versend;

"drywer" 'n werknemer, uitgesonderd 'n afleweringswagbediende, wat gebruik word om 'n motorvoertuig te bestuur of 'n voertuig wat deur perde getrek word, te dryf;

"diens" die totale dienstyd van 'n werknemer in die Beskuietnywerheid;

"bedryfsinrigting" 'n plek waarin een of meer werknemers by die Beskuietnywerheid in diens is, en ook 'n depot;

"fabriekswerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Beskuiet in panne sit, kersies, suiker, amandels of ander versiersels aanbring, bestanddele skoonmaak en sif, bestanddele in deegmengers voer en deeg aan beskuietmasjiene voer, panne en vorms smeer, panne aan meganiese oonde voer en dit daaruit verwyder, grondstowwe in die vervaardigingsproses hanteer, klere maak of herstel, klere met die hand of met 'n masjien stryk, enige ander masjien in die wassery-afdeling bedien of nagaan;

"voorman of voorvrou" 'n werknemer wat aan die hoof staan van die verpakkingsafdeling;

"voormanbeskuietbakker" 'n beskuietbakker wat beskuiet of met 'n masjien of met die hand maak en wat volle beheer het oor alle vervaardigingswerksaamhede;

"voormanversender" 'n werknemer wat vir die versending van goedere verantwoordelik is;

"valmesmasjienbediener" 'n werknemer wat 'n krag valmesmasjien bedien wat papier sny;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat gebruik word om kleinere herstelwerk en verstellings te doen aan masjinerie, installasies, geboue en ander uitrusting;

"uurloon" 'n werknemer se loon gedeel deur sy gewone werkeure soos in klousule 7 (1) voorgeskryf vir die betrokke beroep;

"jeugdige" 'n werknemer onder die leeftyd van 21 jaar;

"etiketteerder" 'n werknemer wat etikette wat tipes en groottes aandui, op houters plak;

"laboratoriumwerker" 'n werknemer wat aan 'n laboratorium verbonde is, wat uitsluitlik of hoofsaaklik monsters vir analise voorberei, monsters filtreer en weeg, tye en temperature stel en aanteken en laboratoriumapparate voorberei;

"arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik gebruik word vir een of meer van die volgende of soortgelyke werksaamhede:—

- (1) Persele, installasies en bestelwaens uitvee en/of skoonmaak en gerei en ander artikels skoonmaak;
- (2) goedere dra, opstapel en stoot;
- (3) masjiene en/of voertuie olie of smeer;
- (4) blikke was en etikette daarvan verwyder;
- (5) papier van botter verwyder;
- (6) blikke of dose in kratte of ander buite-omhulsels verpak;
- (7) kratte toespyker;
- (8) geadresseerde etikette op dose of kratte aanbring;
- (9) dose en kratte met die hand herstel of hulle maak van kasplanke of ander materiaal;
- (10) goedere op- en aflaai en ook goedere laai op- of afneem van vervoerders van die rol- of 'n dergelyke tipe of van vervoerbande en bande;
- (11) sjabloneerwerk met die hand verrig;
- (12) houters van geriffelde karton in mekaar sit of verseël;
- (13) rantsone gaar maak of tee of dergelyke drankte maak of voorsit aan werknemers of aan sy werkgewer;
- (14) briewe, boodskappe of goedere te voet of deur middel van 'n trap- of handaangedrewe voertuig aflewer;
- (15) geboue of ander bouwerke sloop;

- (16) feeding into or taking off from machines, other than as specified in the definition of factory operative;
  - (17) filling or emptying bags, sacks or other containers;
  - (18) gardening, hoeing, raking, digging, shovelling, cutting and planting under instruction;
  - (19) lime washing compounds, latrines, outbuildings, or similar buildings or structures;
  - (20) making or maintaining fires or removing refuse or sorting clinkers;
  - (21) mending bags by hand or sorting or shaking out bags;
  - (22) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
  - (23) opening or closing bags, sacks, bales, boxes, packages or doors or glueing;
- and any other labour not provided for;
- "laundry chargehand" means an employee who is in charge of and/or supervises a laundry;
- "local committee" means a local committee appointed in terms of the constitution of the Council;
- "machine-hand" means an employee who is in charge of a mechanical biscuit creaming machine, a wafer and/or cone-making machine, wire cut machine, rotary moulding machine, or biscuit wrapping machine;
- "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-section (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- "monthly wage" means an amount calculated at the rate of four and one-third of an employee's weekly wage;
- "motor vehicle" means a mechanically propelled vehicle, other than a van, any two or three-wheel motor-driven cycle, or any vehicle used solely within any establishment for the conveyance and delivery of goods other than travellers' samples or products for sale to customers;
- "night-shift" means a shift of work, the whole or major portion of which falls between the hours of 6 p.m. and 6 a.m. and is specified by the employer in the notice provided for in clause 4 (3) (c);
- "ordinary working hours" means the hours, excluding meal times between the starting and closing times of establishments, such times being fixed as provided in clause 7 (3) of this Agreement;
- "ovensman" means an employee who is in charge of any kind of mechanical peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;
- "packet packer" means an employee who packs the products of the Industry into tins or other containers;
- "packer" means an employee employed in the packing department in wrapping, packing, creaming or weighing biscuits, wafers, cones, matzos, cakes, or Christmas puddings;
- "sample packer" means an employee who packs samples for travellers and/or window displays;
- "short-time" means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;
- "stock-hand" means an employee in charge of stock and distribution of loose biscuits in the packing department;
- "storeman" means an employee who is in charge of all raw materials and who issues supplies to the bake-house;
- "tally clerk" means an employee who checks pasted tins and/or corrugated containers;
- "tin-making chargehand" means an employee in the tin-making or repairing department, who is in charge of employees employed in or in connection with tin-making or repairing of tins and who may change dies or set up machines;
- "traveller" means a male employee, who, as the travelling representative of an establishment on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use of or consumption by such traders or other persons;
- "vanman" means an employee who is in charge of a van, is responsible for its cleanliness, for the delivery and sale of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers, and who may drive a van;
- "van" means an animal-drawn or motor-propelled vehicle, other than any two or three-wheel motor-driven cycle, used for the delivery of the products of the establishments, but does not include any vehicle falling within the definition of "motor vehicle";
- "wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7; provided that if an employer regularly pays his employee in respect of such ordinary hours

- (16) goederê in 'n masjien voer of dit daarvan wegneem, uitgesonderd die werksaamhede soos gespesifiseer onder die omskrywing van „fabriekswerker”;
  - (17) sakke, sakkies of ander houers vul of leegmaak;
  - (18) tuinmaak, skoffel, hark, spit, met 'n skopgraaf werk, snoei en plant volgens opdrag;
  - (19) kampongs, latrines, buitegeboue of dergelike geboue of bouwerke afwit;
  - (20) vure maak of in stand hou of afval verwyder of sinter sorteer;
  - (21) sakke met die hand herstel of sakke sorteer of uit-skud;
  - (22) dagha, beton, klip of bitumen met die hand meng of beton of bitumen uitsprei met 'n skopgraaf, hark, vurf of kruiwa;
  - (23) sakke, sakkies, bale, dose, pakke of deure oop- of toe-maak of lymwerk verrig;
- en alle ander arbeid wat nie bepaal word nie.
- „wassery-onderbaas” 'n werknemer wat in beheer staan van en/of toesig hou oor 'n wassery;
- „plaaslike komitee” 'n komitee wat ooreenkomstig die konstitusie van die Raad aangestel is;
- „masjienwerker” 'n werknemer wat verantwoordelik is vir 'n meganiese beskuitroommasjien, 'n wafel- en/of keëlmassien, draadsmasjien of 'n draaiende vormmasjien of 'n beskuit-toedraaimasjien;
- „militêre opleiding” die onafgebroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie opleidings wat hy verkies om ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;
- „maandloon” die bedrag bereken teen vier en een derde maal 'n werknemer se weekloon;
- „motorvoertuig” 'n meganiese aangedrewe voertuig, uitgesonderd 'n afleweringswa, enige twee- of driewielstiet met motoraandrywing, of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word vir die vervoer en aflewering van goedere, uitgesonderd die monsters van handelsreisigers of produkte vir verkoop aan kliente;
- „nagskof” 'n werkskof wat geheel en al of grotendeels tussen die ure 6 nm. en 6 vm., val en wat deur die werkgewer gespesifiseer is in die kennisgewing wat in klousule 4 (3) (c) bepaal word;
- „gewone werkure” die ure, uitgesonderd etenstye, tussen die begin- en sluitingstye van die bedryfsinrigtings, en sodanige tye word vasgestel soos daar in klousule 7 (3) van hierdie Ooreenkoms bepaal word;
- „oondman” 'n werknemer wat verantwoordelik is vir enige soort meganiese oondstok- of handoond wat gebruik word om beskuit te bak en wat onder die toesig en beheer van 'n voormanbeskuitbakker werk;
- „pakkieverpaker” 'n werknemer wat die produkte van die Nywerheid in blikke of ander houers verpak;
- „verpaker” 'n werknemer wat in die verpakkingsafdeling gebruik word vir die toedraai, verpakking, aanbring van room of weeg van beskuit, wafels, keëls, matzos, of Kerspoedings;
- „monsterverpaker” 'n werknemer wat monsters vir handelsreisigers en/of vensteruitstallings verpak;
- „korttyd” die tyd wat werklik in 'n bedryfsinrigting gewerk word wanneer sodanige tyd korter is as die gewone werkure in daardie bedryfsinrigting;
- „voorraadhulp” 'n werknemer wat verantwoordelik is vir voorrade en die distribusie van los beskuitjies in die verpakkingsafdeling;
- „pakhuisman” 'n werknemer wat vir alle grondstowwe verantwoordelik is en wat voorrade aan die bakhuis uitreik;
- „telklerk” 'n werknemer wat toegeplakte blikke en/of houers van geriffelde karton nagaan;
- „blikmakeronderbaas” 'n werknemer in die blikmaak- of herstellafdeling, wat aan die hoof staan van werknemers wat vir of in verband met die maak of die herstel van blikke in diens geneem is en wat metaalstempels mag verander of masjiene mag opstel;
- „handelsreisiger” 'n manlike werknemer wat, as die reisende verteenwoordiger van 'n handelsinrigting, namens sodanige inrigting bestellings vra of werf van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoping en/of vir gebruik of verbruik deur sodanige handelaars of andere persone;
- „afleweringswabediende” 'n werknemer wat verantwoordelik is vir 'n afleweringswa en vir die aflewering en verkoop van die produkte van 'n bedryfsinrigting aan kliente, vir die inhoud van die afleweringswa, vir kontant wat hy teen opsigte daarvan ontvang het en vir alle produkte en blikke wat kliente aan hom terugbesorg, en wat ook 'n afleweringswa mag bestuur;
- „afleweringswa” 'n voertuig wat deur diere getrek of deur 'n motor aangedryf word, uitgesonderd 'n twee- of driewielstiet met motoraandrywing, wat gebruik word vir die aflewering van die produkte van 'n bedryfsinrigting, maar nie 'n voertuig wat binne die omskrywing van „motorvoertuig” val nie;
- „loon” die geldbedrag wat ingevolge die bepalings van klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 7; met dien verstande dat waar 'n werkgewer ten opsigte van sodanige

# 6. HOURS OF WORK.

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

- (a) for more than 45 (forty-five) hours during any week of six working days;
- (b) for more than eight hours on Mondays, Tuesdays, Wednesdays and Thursdays (except where the Friday following is a public holiday) nor shall an employee commence such work, nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 6 p.m. on such days as the case may be;
- (c) for more than 8½ (eight and a half) hours on Fridays or on Thursdays where the Friday following is a public holiday—nor shall an employee commence such work nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 6.30 p.m. on such days as the case may be.
- (d) for more than 4½ (four and a half) hours on Saturdays, nor shall an employee commence such work nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 1 p.m. on such days, as the case may be.

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

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

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

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

- (a) if such interval be for longer than one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(6) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes at as nearly as practicable—

- (a) the middle of each first work period in a day;
- (b) the middle of each second work period in a day where such period is longer than three hours;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

# 7. ANNUAL LEAVE AND PAYMENT.

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

Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) Each employee, except casual employees, shall be granted 21 (twenty-one) consecutive days leave of absence on full pay in respect of each year of service referred to in sub-clause (7) provided that an employer shall, at the written request of an employee, have the right to allow an employee to take such annual leave of 21 (twenty-one) days not necessarily consecutively but subject always to the provisions of sub-clause (3).

The 21 days leave shall include 18 (eighteen) clear working days.

Any employee whose contract of employment with such employer terminates after the completion of one month's employment but before the completion of his current annual leave cycle shall in respect of each completed week of employment, be entitled to one-seventeenth of the weekly remuneration which the employee was receiving immediately prior to the date of termination of service.

(3) The employer and employee shall arrange the date when such leave shall be taken, two months before such leave is due, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within two months after the termination of each year's service, and such an employee shall then absent himself from his employer's place of business during the period of such leave, provided that if the employer and his employee have agreed thereto, in writing, the period within which such leave must be granted may be increased to a period not exceeding 6 (six) months reckoned from the completion of the 12 (twelve) months of employment to which the leave relates.

(4) When the service of an employee is terminated before the completion of a year's service, in respect of which he is entitled to annual leave the employer shall pay at the same time as the final payment of wages is made, in terms of clause 5 (1) to the employee for each completed week of employment in the uncompleted year a pro rata amount for leave due in terms of sub-clause (2).

# 6. WERKURE.

(1) Geen werknemer mag, en geen werkgever mag van sy werknemer vereis of hom toelaat om—

- (a) langer as 45 (vyf-en-veertig) uur gedurende enige week van ses werkdag te werk nie;
- (b) langer as agt uur op Maandag, Dinsdag, Woensdag en Donderdag (uitgesonderd as die Vrydag wat volg, 'n openbare vakansiedag is) te werk nie; 'n werkgever mag ook nie toelaat of vereis dat werk op dié dag voor 8.30 vm. begin of na 6 nm. eindig nie en 'n werknemer mag ook nie op sodanige dag voor dié tyd begin of na dié tyd ophou nie, na gelang van die geval;
- (c) langer as 8½ (agt en 'n-half) uur op Vrydag te werk nie, of op Donderdag, as die Vrydag wat volg, 'n openbare vakansiedag is; 'n werkgever mag ook nie toelaat of vereis dat werk op dié dag voor 8.30 begin, of na 6.30 nm. eindig nie en 'n werknemer mag ook nie op sodanige dag voor dié tyd begin of na dié tyd ophou nie, na gelang van die geval;
- (d) langer as 4½ (vier en 'n-half) uur op Saterdag te werk nie, en 'n werkgever mag ook nie toelaat of vereis dat werk op dié dag voor 8.30 vm. begin of na 1 nm. eindig en 'n werknemer mag ook nie op sodanige dag voor dié tyd begin of na dié tyd ophou nie, na gelang van die geval.

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

(3) *Verbod op oortyd.*—Daar mag nie vereis of toegelaat word dat 'n werknemer meer ure werk as die getal wat in subklousule (1) voorgeskryf word nie.

(4) Werkgevers het nie die reg om hul persele buite die ure wat in hierdie klousule bepaal word, oop te hou nie, behalwe om hul persele te belug en skoon te maak.

(5) *Etenspouse.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om op enige dag meer as vyf aaneenlopende ure te werk, sonder 'n onderbreking van minstens een uur, waarin geen werk verrig mag word nie en die onderbreking word nie as deel van die gewone werkure, of as oortyd, geag nie; met dien verstande dat—

- (a) indien die pouse langer as een uur duur, enige tyd oor 1½ uur as gewone werkure beskou word;
- (b) werktidperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou word.

(6) *Ruspouse.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

- (a) die middel van elke eerste werktidperk op 'n dag;
- (b) die middel van elke tweede werktidperk op 'n dag as dié tydperk langer as drie uur is;

waarin nie vereis of toegelaat mag word dat die werknemer enige werk verrig nie, en dié pouse word as deel van die gewone werkure beskou.

# 7. JAARLIKSE VERLOF EN BESOLDIGING.

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging wat toegestaan en geneem moet word op alie openbare vakansiedae.

As 'n openbare vakansiedag binne die tydperk van die jaarlikse verlof val, moet dié vakansiedag by genoemde tydperk gevoeg word as 'n verdere tydperk van verlof met volle besoldiging.

(2) Elke werknemer, uitgesonderd 'n los werknemer, moet 21 (een-en-twintig) aaneenlopende dae verlof met volle besoldiging toegestaan word ten opsigte van elke jaar diens geneem in subklousule (7), met dien verstande dat 'n werkgever, op die skriftelike versoek van 'n werknemer, die reg het om 'n werknemer toe te laat om dié jaarlikse verlof van 21 (een-en-twintig) dae te neem wat nie noodwendig opeenvolgend hoef te wees nie, maar altyd behoudens die bepalinge van subklousule (3).

Die 21 dae verlof moet 18 (agtien) volle werkdag insluit.

Elke werknemer wie se dienskontrak met so 'n werkgever na voltooiing van een maand diens eindig, maar voor voltooiing van sy lopende jaarlikse verlofkringloop, is ten opsigte van elke voltooiide week diens geregtig op 1/17de van die weekloon wat hy onmiddellik voor sy diensbeëindiging ontvang het.

(3) Twee maande voordat die verlof verskuldig word, moet die werkgever en werknemer die datum bepaal wanneer die verlof geneem moet word, maar indien die werkgever nie aan 'n werknemer sy verlof op 'n vroeër datum toegestaan het nie, moet die verlof binne twee maande na die beëindiging van elke jaar diens geneem word en begin en die werknemer moet dan gedurende dié verloftidperk van sy werkgever se besigheidsplek af weggaan, met dien verstande dat indien die werkgever en sy werknemer skriftelik so ooreengekom het, die tydperk waarin die verlof toegestaan moet word tot 'n tydperk van hoogstens 6 (ses) maande verleng mag word, gereken vanaf die voltooiing van die 12 (twaalf) maande diens waarop die verlof betrekking het.

(4) Wanneer 'n werknemer se diens beëindig word voor die voltooiing van 'n jaar diens ten opsigte waarvan hy op jaarlikse verlof geregtig is, moet die werkgever, tegelykertyd met die laaste betaling van lone kragtens klousule 5 (1), aan dié werknemer vir elke voltooiide week diens in die onvoltooiide jaar 'n pro rata-bedrag betaal vir verlof wat ingevolge subklousule (2) verskuldig is.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (2) of this clause and whose employment terminates before such leave has been granted, shall upon such termination be paid in lieu of such leave the leave pay due to him at the same time as the final payment of wages in terms of clause 5 (1) is made.

(6) If during the currency of this Agreement an establishment is transferred from one proprietor to another through sale of business, the retiring proprietor shall pay to the Industrial Council, all leave moneys due to his previous employees who continue in employment with the new proprietor and the said employees shall be deemed to have completed one year's service entitling them to annual leave in terms of this clause on the expiry of one year calculated from the date on which they last became entitled to annual leave or the date of engagement by their previous employer whichever is the later; provided that the new employer shall only be liable to leave pay in respect of employment with him. The Council shall advise the new proprietor when leave is due to the respective employees who shall take such leave when it falls due. All leave moneys received by the Industrial Council shall be paid by it to such employees at least 14 days before the commencement of their leave or in the case of an employee whose employment is terminated upon application therefor by such employee.

(7) For the purpose of this clause an employee's year of service for which he shall be entitled to such annual leave shall be calculated from a date twelve months prior to the date of commencement of this Agreement, or the date on which he last became entitled to leave on full pay, or the date of engagement whichever is the later.

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

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

(10) Every apprentice employed in the Hairdressing Trade shall be entitled to 12 (twelve) days sick leave on full pay, in any one year of service, provided that such apprentice shall produce to his employer a medical officer's certificate for any illness entitling him to absence on full pay in terms of this sub-clause.

(11) The period of annual leave of an employee shall not be concurrent with any period during which the employee is required to undergo military training.

(12) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business,

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

#### 8. TERMINATION OF SERVICE.

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

(a) in the case of an employee paid weekly, not less than one week's notice; and

(b) in the case of an employee paid monthly, not less than two weeks' notice,

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

(I) in the case of a week's notice, the equivalent of the weekly wage which the employee is receiving at the date of such termination; and

(II) and in the case of two weeks' notice the equivalent of two weeks' wages which the employee is receiving at the date of such termination;

Provided that this shall not effect—

(i) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

(5) Aan 'n werknemer wat op 'n verloftydperk ingevolge sub-klausule (2) van hierdie klousule geregtig geword het en wie se diens beëindig word voordat die verlof toegestaan is, moet by sodanige beëindiging in plaas van die verlof die verlofbesoldiging betaal word wat aan hom verskuldig is, tegelykertyd met die laaste betaling van lone kragtens klousule 5 (1).

(6) As 'n bedryfsinrigting tydens die loopyd van hierdie Ooreenkoms van een eienaar aan 'n ander oorgedra word deur verkoop van die besigheid, moet die uittredende eienaar alle verlofgeld wat verskuldig is aan sy vroeëre werknemers wat by die nuwe eienaar in diens bly, aan die Nywerheidsraad betaal en genoemde werknemers word geag een jaar diens te voltooi het wat hulle geregtig maak op jaarlikse verlof ingevolge hierdie klousule, by verloop van een jaar, bereken van die datum waarop hulle laas op jaarlikse verlof geregtig geword het, of na gelang van die jongste datum, die datum waarop hulle deur hul vorige werkgever in diens geneem is, met dien verstande dat die nuwe eienaar slegs vir verlofbesoldiging ten opsigte van die diens by hom aanspreeklik is. Die Raad moet die nuwe eienaar in kennis stel wanneer verlof aan die onderskeie werknemers verskuldig is en hulle moet dit neem wanneer dit verskuldig word. Alle verlofgeld wat deur die Nywerheidsraad ontvang is, moet minstens 14 dae voor die aanvang van hul verlof aan sulke werknemers uitbetaal word, of, in die geval van 'n werknemer wie se diens beëindig word, op aansoek daarom deur sodanige werknemer.

(7) Vir die toepassing van hierdie klousule moet 'n werknemer se jaar diens wat hom op sodanige jaarlikse verlof geregtig maak, bereken word vanaf 'n datum 12 maande voor die datum waarop hierdie Ooreenkoms in werking tree, of, na gelang van die jongste datum, die datum waarop hy laas op verlof met volle besoldiging geregtig geword het, of die datum van indiensneming, na gelang van die jongste datum.

(8) Enige tydperk waartydens 'n werknemer met verlof is ooreenkomstig die bepalinge van hierdie klousule of militêre opleiding ondergaan of van sy werk afwesig is volgens opdrag of op versoek van die werkgever of van sy werk afwesig is weens siekte, word diens geag te wees, maar enige tydperk van afwesigheid weens siekte van langer as dertig (30) dae in enige twaalf maande of drie agtereenvolgende dae, indien die werknemer na 'n versoek deur die werkgever versuim om 'n sertifikaat van 'n mediese praktisyn in te dien dat hy weens siekte verhoed is om sy werk te verrig, word nie diens geag te wees nie.

(9) Geen werkgever mag vir 'n loon of ander vergoeding in die Haarkappersbedryf werk terwyl hy op afwesigheidsverlof met volle besoldiging is nie.

(10) Elke vakleerling in diens in die Haarkappersbedryf is geregtig op 12 (twaalf) dae siekteverlof met volle besoldiging in 'n jaar diens, met dien verstande dat sodanige vakleerling by sy werknemer 'n doktersertifikaat indien vir enige siekte wat hom geregtig maak op afwesigheid met volle besoldiging ingevolge hierdie subklousule.

(11) Die jaarlikse verloftydperk van 'n werknemer mag nie saamval met enige tydperk waartydens die werknemer verplig is om militêre opleiding te ondergaan nie.

(12) In hierdie klousule omvat die uitdrukking „werkgever” die volgende:—

(a) In die geval van die afsterwe van 'n werkgever, die eksekuteur van sy boedel of sy erfgenaam of legataris; en

(b) in die geval van die bankrotskap van 'n werkgever of die likwidasie van sy boedel, of die oordrag of verkoop van sy besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar steeds die werknemer in diens hou.

#### 8. DIENSBEËINDIGING.

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet sy diens soos volg opse:—

(a) In die geval van 'n werknemer wat by die week betaal word, minstens een week diensopsegging;

(b) in die geval van 'n werknemer wat by die maand betaal word, minstens twee weke diensopsegging;

om die dienskontrak te beëindig, of 'n werkgever of werknemer kan die kontrak sonder diensopsegging beëindig deurdat die werkgever aan die werknemer in plaas van sodanige diensopsegging minstens die volgende betaal of die werknemer aan die werkgever minstens die volgende betaal of verbeur, na gelang van die geval—

(I) In die geval van 'n week diensopsegging, die ekwivalent van die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging; en

(II) in die geval van twee weke diensopsegging, die ekwivalent van twee weke se loon wat die werknemer ontvang ten tyde van sodanige beëindiging;

Met dien verstande dat dit nie die volgende raak nie:—

(i) Die reg van 'n werkgever of werknemer om die kontrak sonder diensopsegging te beëindig om enige rede wat by wet as voldoende erken word;

(ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n diensopseggingstydperk van gelyke duur aan albei kante en wat langer is as dié in hierdie klousule voorgeskryf;

(iii) die geldigheid van enige verbeuring of boetes wat by wet van toepassing mag wees ten opsigte van onwettige diensverlating deur 'n werknemer.

(2) Where there is an agreement in terms of item (ii) of the first proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1)—

(a) in the case of a weekly paid employee, shall be given at any time before 5.30 p.m. on or before the usual pay day of an establishment for such employee and shall commence to run from the day after such pay day;

(b) in the case of a monthly employee at any time before 5.30 p.m. on or before the 1st or 15th day of a calendar month and shall commence to run from such 1st or 15th day:

Provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave in terms of clause 7 or any period of military training; and

(ii) that notice shall not be given during an employee's absence due to illness (provided that such illness shall not be due to or arise out of pregnancy) for a continuous period not exceeding 48 (forty-eight) days.

#### 9. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, his employer shall upon termination of the contract of employment furnish him with a certificate of service, substantially in the form prescribed in Annexure B to this Agreement showing the full names of the employer and his employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

#### 10. CERTIFICATE OF COMPETENCY.

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

(2) Whenever an employer or employee applies for a Certificate of Competency he shall forward with such application the sum of R8 (eight rand) to the Council (through the Secretary) which shall—

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

(b) satisfy himself 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 a certificate.

(3) An 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. OUT WORK.

An employee shall not—

(1) solicit or take orders for or undertake work in the Hair-dressing Trade; or

(2) engage in trading toilet requisites for sale, gain or reward; or

(3) render any toilet services, whether for gain, reward, or any other consideration whatever;

on his own account or on behalf of any person or from any person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

#### 12. COMMISSION AGREEMENTS.

An employer may agree with his employee to pay to such employee, in addition to the wage prescribed for such employee in clause 4 commission on sales affected by such employee; provided that the employer shall, before the agreement (which shall be in writing) comes into operation, supply the employee with a copy of the Agreement, which Agreement shall include—

(a) the rate or rates of the commission and the conditions of entitlement;

(b) the day of the week or month when commission earned is due and payable;

(c) the period of notice, which shall be not less than one week and which notice shall be in writing, to be given by the employer or his employee to cancel, or to negotiate for an alteration of, the Agreement.

#### 13. 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.

#### 14. 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) Waar daar 'n ooreenkoms ingevolge punt (ii) van die eerste voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van diensopsegging ooreenstem met die diensopseggingstydperk waarvoor ooreengekom is.

(3) Die diensopsegging voorgeskryf in subklousule (1) moet—

(a) in die geval van 'n weekliks besoldigde werknemer, gegee word te eniger tyd vóór 5.30 nm, op of voor die gewone betaaldag van 'n inrigting vir so 'n werknemer en moet 'n aanvang neem vanaf die dag ná dié betaaldag;

(b) in die geval van 'n maandelikse werknemer, te eniger tyd vóór 5.30 nm, op of voor die 1ste of 15de dag van 'n kalendermaand en moet 'n aanvang neem vanaf dié 1ste of 15de dag.

Met dien verstande—

(i) dat die diensopseggingstydperk nie mag saamval met, of diens nie opgesê mag word gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre opleiding nie; en

(ii) dat diens nie opgesê mag word gedurende 'n werknemer se afwesigheid weens siekte nie (met dien verstande dat sodanige siekte nie te wyte is aan of voortspruit uit swangerskap nie), vir 'n deurlopende tydperk van hoogstens 48 (agt-en-veertig) dae.

#### 9. DIENSSERTIFIKAAT.

Op die versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet sy werkgever aan hom by die beëindiging van die dienskontrak 'n dienssertifikaat uitreik, wesenlik in die vorm voorgeskryf in Aanhangsel B van hierdie Ooreenkoms wat die volle name van die werkgever en sy werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging aandui.

#### 10. SERTIFIKAAT VAN BEKWAAMHEID.

(1) 'n Komitee moet deur die Raad aangestel word wat uit minstens vier lede bestaan, waarvan twee werkgevers en twee werknemers moet wees, wat die eksamens in subklousules (2) en (3) genoem, moet afneem, en by die Raad aanbevelings moet doen betreffende die uitreiking van sertifikate van bekwaamheid.

(2) Wanneer 'n werkgever of werknemer aansoek doen om 'n sertifikaat van bekwaamheid, moet hy tesame met sodanige aansoek die bedrag van R8 (agt rand) aan die Raad (deur tussenkoms van die Sekretaris) stuur wat—

(a) die applikant moet versoek om eksamen te doen; of

(b) homself daarvan moet oortuig dat die applikant vanweë sy jare ondervinding op sodanige sertifikaat geregtig is, en wanneer daar tot tevredenheid van die Raad bewys is dat die applikant bekwaam is, moet die Raad so 'n sertifikaat uitreik.

(3) 'n Applikant wat versuim om aan 'n eksamen deel te neem sonder om aan die komitee 'n rede te verstrek wat deur die komitee as bevredigend beskou word, verbeur die eksamengeld.

#### 11. BUITEWERK.

'n Werknemer mag nie—

(1) bestellings in die Haarkappersbedryf werf of neem of werk aanneem; of

(2) handel dryf in toiletbenodigdhede vir verkoop, wins of beloning; of

(3) toilet dienste uitvoer nie, hetsy vir wins, beloning of om watter oorweging ook al;

vir eie rekening of namens 'n ander persoon of van 'n ander persoon, uitgesonderd sy werkgever, terwyl die werknemer in diens is by 'n werkgever verbonde aan die Haarkappersbedryf.

#### 12. KOMMISSIELOONOOREENKOMS.

'n Werknemer mag met sy werkgever ooreenkom om aan sodanige werknemer, uitgesonderd die loon vir so 'n werknemer voorgeskrywe in klousule 4, 'n kommissieloon op verkoop te betaal wat deur sodanige werknemer gedoen is; met dien verstande dat die werkgever, voordat die ooreenkoms (wat skriftelik moet geskied) in werking tree, aan die werknemer 'n afskrif van die ooreenkoms moet verskaf, en die ooreenkoms moet die volgende omvat:—

(a) Die skaal of skale van die kommissieloon en die aanspraakvoorwaardes;

(b) die dag van die week of maand wanneer 'n kommissieloon wat verdien is, verskuldig en betaalbaar is;

(c) die diensopseggingstydperk, wat minstens een week moet wees en skriftelik moet geskied; en die werkgever of sy werknemer moet hierdie kennis gee om die ooreenkoms in te trek of om oor 'n verandering daarvan te onderhandel.

#### 13. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgevers en werknemers menings uitvaardig wat nie met die bepaling daarvan onbestaanbaar is nie.

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

#### 14. VRYSTELLINGS.

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

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

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

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

(4) The Secretary of the Council shall—

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

#### 15. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (CAPE WESTERN BRANCH) AND THE CAPE HAIRDRESSERS' EMPLOYERS' ASSOCIATION.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct eleven cents (11c) 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 3c 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, 302 Sam Newman House, 28 Burg Street, or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(2) Every employer who is a member of the Cape Hairdressers' Employers' Association shall, by authority of this Agreement deduct from the monthly or weekly wage of his employees other than apprentices who are members of the trade union, the amount of subscriptions payable to such union and remit same month by month to the Secretary of the Council, 302 Sam Newman House, 28 Burg Street, or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(3) Every employee who is a member of the Cape Hairdressers' Employers' Association shall remit one-twelfth of his annual fees to the Secretary of the Council, 302 Sam Newman House, 28 Burg Street, or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

#### 16. EXHIBITION OF AGREEMENT.

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

#### 17. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

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

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

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

- (a) Die volle naam van die betrokke persoon;
  - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
  - (c) die voorwaardes ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel, waarop vrystelling verleen word; en
  - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) 'n afskrif van sodanige uitgereikte sertifikaat behou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, stuur;
  - (b) indien die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

#### 15. RAAD SE UITGAWES, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (CAPE WESTERN BRANCH) EN DIE CAPE HAIRDRESSERS' EMPLOYERS' ASSOCIATION.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgever elf sent (11c) per week aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, algemene assistente 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 werkgever in diens was.

By die totale bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale som maandeliks op of voor die 7de dag van elke maand aan die Sekretaris van die Raad, Sam Newman-gebou 302, Burgstraat 28, of Posbus 887, Kaapstad, stuur, in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

(2) Elke werkgever wat lid van die Cape Hairdressers Employers' Association is, moet kragtens hierdie Ooreenkoms van die maandlone of weeklone van sy werknemers, uitgesonderd vakleerlinge, wat lede van die vakvereniging is, die bedrag aan ledegeld aftrek wat aan die vakvereniging betaalbaar is en dit elke maand op of voor die 7de dag van elke maand in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Sam Newman-gebou 302, Burgstraat 28, of Posbus 887, Kaapstad, stuur.

(3) Elke werkgever wat lid is van die Cape Hairdressers Employers' Association moet op of voor die sewende dag van elke maand 1/12de van sy jaarlikse ledegeld aan die Sekretaris van die Raad, Sam Newman-gebou 302, Burgstraat 32, Kaapstad, of Posbus 887, Kaapstad, stuur, saam met die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

#### 16. VERTONING VAN OOREENKOMS.

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

#### 17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever wat dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum van die inwerkingtreding van hierdie Ooreenkoms, en elke werkgever wat na dié datum besigheid in die Haarkappersbedryf begin, moet binne een maand na die datum waarop hy sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

- (a) Sy volle naam en die naam van die besigheid;
- (b) besigheidsadres; en
- (c) volle naam van elke werknemer, die hoedanigheid waarin hy in diens is en die loon wat betaal word.

(2) Elke werkgever moet op die vorm wat in Aanhangel A hiervan voorgeskryf word, maandeliks die volle name van alle persone in diens, met inbegrip van minderjariges en vakleerlinge, verstrek.

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

(4) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet, benewens die besonderhede vereis by subklousule (1), die volgende besonderhede verstrek word:—

- (i) Die volle name van die direkteure, die volle name van die persoon werklik in beheer van elke tak van die besigheid;
- (ii) adres van die geregistreerde kantore van die maatskappy;
- (iii) die volle naam van die sekretaris van die maatskappy en alle ander ampsbekleërs van die maatskappy.

(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, notification of any change within fourteen days of the date upon which such change took effect.

(6) Every employer shall within 3 days after an employee has left or entered his service, notify, in writing, the office of the Industrial Council for the Hairdressing Trade (Cape Peninsula), P.O. Box 887, Cape Town, thereof.

#### 18. AGENTS.

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

#### 19. 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 trade union card.

The provisions of this clause shall not apply—

- in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa, provided that if any immigrant has at any time after the first three months of 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;
- to persons who are not eligible in terms of the trade unions constitution for membership, or who have been refused membership of, or expelled from the union.

#### 20. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

#### 21. WORKING EMPLOYERS.

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, excepting that working employers may work from 8 a.m. to 6 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays—except where the Friday following is a public holiday; from 8 a.m. to 6.30 p.m. on Fridays—or Thursdays where the Friday following is a public holiday; from 8 a.m. to 1 p.m. on Saturdays; provided that where there are more than two partners only two of the working partners may so work from 8 a.m. to 6 p.m. on Mondays; Tuesdays, Wednesdays and Thursdays, from 8 a.m. to 6.30 p.m. on Fridays—or Thursday where the Friday following is a public holiday—and 8 a.m. to 1 p.m. on Saturdays.

#### 22. CONTROL OF PREMISES.

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

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

(2) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Hairdressing Industry (Trade) to be let or sublet to or occupied by any person for the purpose of such person engaging in any work connected with the Hairdressing Industry (Trade) without obtaining the prior consent of the Council concerned.

The consent of the Council may be given or withheld at its discretion.

(5) Elke werkgewer moet, in die geval van 'n verandering in enige van die besonderhede wat hy kragtens hierdie klousule moet verstrek, aan die Sekretaris van die Raad binne 14 dae van die datum af waarop sodanige verandering van krag geword het, kennis van die verandering gee.

(6) Elke werkgewer moet binne drie dae nadat 'n werknemer by hom in of uit diens getree het, die kantoor van die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland), Posbus 887, Kaapstad, skriftelik daarvan in kennis stel.

#### 18. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. Elke werkgewer en elke werknemer is verplig om dié persone toe te laat om dié persele te betree, om dié ondersoeke in te stel en te voltooi en dié boeke, dokumente, loonstate, tydstate en betaalstate te ondersoek en alles te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag aan sodanige agent in die loop van sy ondersoek 'n valse verklaring doen nie.

#### 19. LIDMAATSKAP.

'n Werkgewer wat lid van die werkgewersorganisasie is, mag geen werknemer wat nie lid van die vakvereniging is, in diens hê nie en geen lid van die vakvereniging mag by 'n werkgewer wat nie lid van die werkgewersorganisasie is, in diens tree of bly nie.

Geen werkgewer (wat lid van die werkgewersorganisasie is) mag 'n werknemer in diens neem sonder dat hy 'n vakverenigingskaart voorleë nie.

Die bepalings van hierdie Klousule is nie van toepassing nie—

- op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf werksaam geword het, weer om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.
- op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie, of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging uitgesit is.

#### 20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad se werk na te kom.

#### 21. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die Haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaardes, in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom, behalwe dat werkende werkgewers van 8 vm. tot 6 nm. op Maandae, Dinsdae, Woensdae en Donderdae mag werk—uitgesonderd as die Vrydag wat volg, 'n openbare vakansiedag is; van 8 vm. tot 6.30 nm. op Vrydae—of Donderdae as die Vrydag wat volg, 'n openbare vakansiedag is; van 8 vm. tot 1 nm. op Saterdag; met dien verstande dat waar daar meer as twee vennote is, slegs twee van die werkende vennote aldus van 8 vm. tot 6 nm. op Maandae, Dinsdae, Woensdae en Donderdae mag werk, van 8 vm. tot 6.30 nm. op Vrydae—of Donderdae as die Vrydag wat volg, 'n openbare vakansiedag is; en van 8 vm. tot 1 nm. op Saterdag.

#### 22. BEHEER OOR PERSELE.

(1) Geen werkgewer mag die Haarkappersbedryf uitoefen in persele—

- wat nie behoorlik verlig en geventileer is en nie 'n voldoende koue- en warmwatertoevoer het nie;
- wat nie met geglasuurde wasbakke met afvoerpype en 'n stelsel vir die onskadelike afvoer van vuilwater toegerus is nie;
- waarvan die mure en vloere nie van materiaal gebou is wat skoongehou kan word nie;
- wat uitgerus is met rakke, monterings en ander toebehore; wat nie van glas, marmer, leiklip gemaak of met emalje afgewerk is nie, of met sink, of 'n ander maklik afwasbare en duursame materiaal bedek is nie;
- waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bewaring of bereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openings of ander verbindings daarmee.

(2) Geen werkgewer mag, sonder om vooraf die toestemming van die betrokke Raad te verkry, enige gedeelte van die perseel wat hy okkupeer waarin hy enige werk in die Haarkappersbedryf verrig of laat verrig het, aan enige persoon laat verhuur of onderverhuur of toelaat dat enige gedeelte van sodanige perseel verhuur of onderverhuur word aan of geokkupeer word deur enige persoon ten einde sodanige persoon toe te laat om enige werk in verband met die Haarkappersbedryf te verrig nie.

Die toestemming van die Raad kan na goedvinde gegee of weierhou word.

## 23. PROVISION OF EQUIPMENT.

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

(a) in the ladies' trade—

- (i) curling tongs;
- (ii) scissors;
- (iii) combs;
- (iv) clippers (not electric);
- (v) nail files, cutical scissors and cutical clippers;

(b) in the gentlemen's trade—

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

(c) the employer shall, at his cost and expense, provide for the use of every apprentice hairdresser employed in his establishment two overalls and/or coats in any one year;

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

(e) the employer shall provide the laundering of coats and overalls for all his employees at his cost and expense.

(2) An employer shall provide each hairdresser with—

- (a) at least one sterilizing cabinet 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  $\frac{1}{2}$  gallon water to two ounces of formalin for the purpose of sterilizing brushes;
- (c) at least two shaving brushes so as to allow of one brush, not in use, to be kept in the antiseptic bath;
- (d) a freshly laundered towel for the use of the employee with each customer;
- (e) a 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) a 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.

## 24. SICK BENEFIT FUND.

(1) The fund known as the "Hairdressing Trade Sick Benefit Fund" (hereinafter referred to as "the Fund") established in terms of clause 23 of the Agreement published under Government Notice No. 2455 of the 14th December, 1945, is hereby continued.

(2) The object of the Fund is the provision of medical sickness benefits to employees and working employers, hereinafter referred to as members of the Fund, to whom this Agreement applies, during period of sickness.

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

(b) For the purpose of the Fund and subject to sub-clause (4) (b) (vii) every employer shall each week deduct the following amounts from the wages of his weekly employees:—

- (i) R0.25 per week for all employees for whom the prescribed minimum wages are R26 per week or more;
- (ii) R0.25 per week for all employees for whom the prescribed minimum wages are R15 per week or more, but not exceeding R26 per week;
- (iii) R0.20 per week for all employees for whom the prescribed minimum wages are R9.23 or more per week, but not exceeding R14.99 per week;
- (iv) R0.15 per week for all employees for whom the prescribed minimum wages are below R9.23 but below R5 per week;
- (v) R0.25 per week for all employees who are rejected members of the Fund and for whom the prescribed minimum wages are R9.23 per week or more;
- (vi) R0.15 per week for all employees who are rejected members of the Fund and for whom the prescribed minimum wages are below R9.23 per week.

In addition to the above deductions, every employer shall for the period of 13 (thirteen) weeks reckoned from the time an employee first contributed to the Fund, deduct from the wages of each of his weekly employees, an additional sum of R0.10 (ten cents) 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 contribution specified above.

## 23. VERSKAFING VAN UITRUSTING.

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

(a) in dameshaarkappery—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie elektries);
- (v) naelvyle, naelviesskêre en -knippers;

(b) in manshaarkappery—

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

(c) die werkgewer moet op eie koste en rekening vir die gebruik van elke vakleerlinghaarkapper in sy inrigting in diens, twee oorpakke en/of baadjies per jaar verskaf;

(d) in die gevalle waar die werkgewer 'n „kleurskema" vir baadjies en oorpakke invoer wat pas by die kleurskema van sy salon, moet hy die nodige oorpakke en baadjies aan sy assistente verskaf;

(e) die werkgewer moet op eie koste en rekening sorg vir die was en stryk van baadjies en oorklere vir al sy werknemers.

(2) 'n Werkgewer moet aan elke haarkapper die volgende verskaf:—

- (a) Minstens een ontsmettingskassie wat te alle tye, vir die ontsmetting van alle gereedschap, uitgesonderd skeer-kwas-sies, 'n oplossing van minstens 40 persent formalien bevat;
- (b) 'n antiseptiese bak, wat 'n formalienoplossing in die verhouding van 'n halfgelling water op elke twee onse formalien vir die ontsmetting van skeerkwassies bevat;
- (c) minstens twee skeerkwaste sodat een kwas, wat nie in gebruik is nie, in die antiseptiese bak gehou kan word;
- (d) 'n vars gewaste en gestrykte handdoek vir die gebruik van die werknemer by elke klant;
- (e) 'n vloeistof-, gepoeierde of buisseepp of -skeerroom;
- (f) 'n voorraad skoon papier om die gereedschap en in besonder die skeermes na elke keer wat dit geslyp word, af te vee;
- (g) stelpmiddel in die vorm van poeier of vloeistof wat as 'n spuitmiddel of op 'n vars, skoon stukkie watte gebruik kan word;
- (h) 'n houder met deksel om alle gebruikte papier en watte en hare na elke haarkappery in te gooi.

## 24. SIEKTEBYSTANDSFONDS.

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

(2) Die doel van die fonds is die verskaffing van mediese siektebystand aan werknemers en werkende werkgewers, hieronder lede van die fonds genoem, op wie hierdie Ooreenkoms van toepassing is, gedurende tydperke van siekte.

(3) (a) Die fonds word gefinansier deur bydraers ingevolge paragrawe (b), (c) en (d) van hierdie subklousule.

(b) Vir die doeleindes van die fonds en behoudens subklousule (4) (b) (vii) moet elke werkgewer elke week die volgende bedrae van die loon van sy weeklikse werknemers aftrek:—

- (i) R0.25 per week vir alle werknemers vir wie die voorgeskrewe minimum loon R26.00 per week of meer is;
- (ii) R0.25 per week vir alle werknemers vir wie die voorgeskrewe minimum loon R15.00 per week of meer, maar hoogstens R26.00 per week is;
- (iii) R0.20 per week vir alle werknemers vir wie die voorgeskrewe minimum loon R9.23 per week of meer, maar hoogstens R14.99 per week is;
- (iv) R0.15 per week vir alle werknemers vir wie die voorgeskrewe minimum loon minder as R9.23 maar nie minder nie as R5.00 per week is;
- (v) R0.25 per week vir alle werknemers wat afgewys is as lede van die fonds en vir wie die voorgeskrewe minimum loon R9.23 per week of meer is;
- (vi) R0.15 per week vir alle werknemers wat afgewys is as lede van die fonds en vir wie die voorgeskrewe minimum loon minder as R9.23 per week is.

Benewens bogenoemde aftrekkings, moet elke werkgewer vir die tydperk van 13 (dertien) weke, bereken vanaf die tydperk waarop 'n werknemer vir die eerste keer tot die fonds bydra, van die loon van elkeen van sy weeklikse werknemers 'n addisionele bedrag van R0.10 (tien sent) per week aftrek.

In die geval van maandeliks besoldigde werknemers moet die aftrekkings maandeliks geskied en moet dit geskied teen die skaal van vier en 'n derde maal die weeklikse bydrae hierbo gespesifiseer.

No deductions may be made from the remuneration due to an apprentice.

(c) Every working employer shall contribute R0.25 per week on his own behalf, provided that he shall contribute R0.30 per week for the first 13 (thirteen) weeks he contributes to the Fund if he is not then already a member of the Fund; a working employer who is a rejected member of the Fund shall contribute R0.20 per week on his own behalf.

(d) The employer shall month by month remit "free of exchange" to the Secretary of the Council, P.O. Box 887, or 302 Sam Newman House, 28 Burg Street, Cape Town, not later than the 7th day of each and every month, in the form prescribed in Annexure A to this Agreement, the total sum collected under sub-clause (3) (b) and (c) of this clause plus—

- (i) R0.17 per week in respect of each employee for whom the prescribed minimum wages are R26 per week or more;
- (ii) R0.13 per week in respect of each employee for whom the prescribed minimum wages are R9.23 or more per week but not exceeding R25.99 per week;
- (iii) R0.07 per week in respect of each employee for whom the prescribed minimum wages are below R9.23 per week but not below R5 per week;
- (iv) R0.17 per week in respect of each employee who is a rejected member of the Fund and for whom the prescribed minimum wages are R26 per week;
- (v) R0.13 per week in respect of each employee who is a rejected member of the Fund and for whom the prescribed minimum wages are R9.23 per week or more;
- (vi) R0.07 per week in respect of each employee who is a rejected member of the Fund and for whom the prescribed minimum wages are below R9.23 per week.

(4) Subject to the provisions of sub-clause (6) and to the provisions set out in this sub-clause and to the rules governing the administration of the Fund, a member (other than a rejected member) who meets with an accident or becomes ill shall be entitled—

(a) after he has contributed towards the Fund for a continuous period of 13 weeks, to—

- (i) medical attention, including the cost of X-ray examinations, operations, injections, specialists' investigations, anaesthetic fees, physiotherapy and/or diathermy treatment, hospital and nursing home fees not exceeding R0.75 (seventy-five cents) per day and hospital theatre fees not exceeding R6.30 (six rand thirty cents) provided such are authorised by the medical officer of the Fund;
- (ii) supplies on the authority of a prescription signed by a medical officer of the Fund of medicines, drugs, ointments, bandages and lotions, provided that the cost thereof is not more than R2 per prescription issued on any one visit by a medical officer of the Fund, any excess over the sum of R2 for any prescription issued by a medical officer of the Fund on any one visit shall be paid by such member himself;
- (iii) sick pay equivalent to  $\frac{5}{8}$  (five-eighths) of the wages and cost of living allowance 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, but not exceeding a total period of 8 (eight) weeks within any continuous period of 12 (twelve) months calculated from the date on which he first became ill or met with an accident:

Provided that—

- (i) in cases of accident only such benefits shall be payable as are not compensable under the Workmen's Compensation Act, 1941;
- (ii) a member shall not be entitled to receive any of the benefits whatsoever prescribed in this sub-clause unless such member has during his accident or sickness in respect of which his claims for benefits is made, consulted and continuously been attended to by the medical officer of the Fund or by a specialist to whom such member has been referred to by the medical officer;
- (iii) notwithstanding anything to the contrary hereinbefore contained no member shall within any continuous period of 12 (twelve) months calculated from the date on which he first became ill or met with an accident be entitled to receive benefits exceeding in the aggregate a sum of R135 (one hundred and thirty-five rand).

A member of the Fund who due to illness or accident is away from work and who has during any continuous period of 12 (twelve) months calculated from the date on which he first became ill or met with an accident, received benefits from the Fund to the total sum of R135 (one hundred and thirty-five rand) shall not be entitled to receive any further benefits whatsoever from the Fund until and unless he again resumes active work, subject to the provisions of the preceding paragraph;

Geen aftrekkings mag gemaak word van die besoldiging aan 'n vakleerling verskuldig nie.

(c) Elke werkende werkgewer moet R0.25 per week namens homself bydra, met dien verstande dat hy R0.30 per week moet bydra vir die eerste 13 (dertien) weke wat hy tot die fonds bydra, as hy dan nie reeds 'n lid van die fonds is nie; 'n werkende werkgewer wat afgewys is as lid van die fonds, moet R0.20 per week namens homself bydra.

(d) Die werkgewer moet elke maand voor of op die sewende dag van die maand die totale som kragtens subklousule (3) (b) en (c) van hierdie klousule ingesamel, aan die Sekretaris van die Raad, Posbus 887, of Sam Newman-gebou 302, Burgstraat 28, Kaapstad, stuur, tesame met bankkommissie, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, plus—

- (i) R0.17 per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R26.00 per week of meer is;
- (ii) R0.13 per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon R9.23 of meer per week maar hoogstens R25.99 per week is;
- (iii) R0.07 per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon minder as R9.23 per week maar nie minder as R5.00 per week is nie;
- (iv) R0.17 per week ten opsigte van elke werknemer wat afgewys is as lid van die fonds en vir wie die voorgeskrewe minimum loon R26.00 per week is;
- (v) R0.13 per week ten opsigte van elke werknemer wat afgewys is as lid van die fonds en vir wie die voorgeskrewe minimum loon R9.23 per week of meer is;
- (vi) R0.07 per week ten opsigte van elke werknemer wat afgewys is as lid van die fonds en vir wie die voorgeskrewe minimum loon minder as R9.23 per week is.

(4) Behoudens die bepalinge van subklousule (6) en die bepalinge in hierdie subklousule aangegee en die reëls betreffende die administrasie van die fonds, is 'n lid, uitgesonderd 'n lid wat afgewys is, wat in 'n ongeluk betrokke raak of siek word, geregtig op die volgende:—

(a) nadat hy vir 'n deurlopende tydperk van 13 weke tot die fonds bygedra het—

- (i) mediese behandeling, met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, spesialis-ondersoeke, narkosegelde, fisioterapie en/of diatermiese behandeling, hospitaal- en verpleeginrigtinggelde van hoogstens R0.75 (vyf-en-sewentig sent) per dag en hospitaaloperasiesaalgelde van hoogstens R6.30 (ses rand dertig sent) met dien verstande dat bogenoemde deur die mediese beampte van die fonds gemagtig word;
- (ii) verskaffing van medisyn, artseny- of verdowingsmiddels, salf, verbande en smeermiddels by voorlegging van 'n voorskrif, deur 'n mediese beampte van die fonds onderteken; met dien verstande dat die koste daarvan hoogstens R2.00 per voorskrif, uitgereik tydens 'n besoek deur 'n mediese beampte van die fonds, mag wees; enige bedrag van meer as R2.00 vir enige voorskrif uitgereik deur 'n mediese beampte van die fonds tydens een besoek, moet deur sodanige lid self betaal word;
- (iii) siektebetaling gelyk aan  $\frac{5}{8}$  (vyf agtstes) van die loon en lewenskostetoelae wat vir so 'n lid in die Ooreenkoms voorgeskryf word ten opsigte van enige tydperk of tydperke wat hy weens 'n ongeluk of siekte verhinder word om sy gewone loon te verdien, maar vir hoogstens 'n totale tydperk van (8) agt weke binne enige ononderbroke tydperk van (12) twaalf maande bereken van die datum waarop hy vir die eerste keer siek geword of 'n ongeluk gehad het:

Met dien verstande dat—

- (i) bystand slegs betaalbaar is in gevalle van ongelukke waarvoor geen vergoeding kragtens die Ongevallewet, 1941, betaalbaar is nie;
- (ii) 'n lid hoegenaamd nie op betaling van enige bystand voorgeskryf in hierdie subklousule, geregtig is nie, tensy die lid gedurende sy ongeluk of siekte waarvoor hy op bystand aanspraak maak, onder voortdurende behandeling was van die Fonds se geneesheer of van 'n spesialis na wie die lid deur die mediese beampte verwys is;
- (iii) ondanks enigiets strydigs wat in die voorafgaande vervat is, geen lid binne 'n ononderbroke tydperk van 12 (twaalf) maande, gereken van die datum waarop hy die eerste siek geword of 'n ongeluk oorgekom het, reg het op betaling van bystand wat tesaam 'n bedrag van R135.00 (eenhonderd vyf-en-dertig rand) te bowe gaan nie;

'n Lid van die fonds wat weens siekte of ongeluk van sy werk afwesig is en wat gedurende 'n ononderbroke tydperk van 12 (twaalf) maande, gereken van die datum waarop hy siek geword of in die ongeluk betrokke geraak het, bystand van die Fonds ontvang het ten totale van R135.00 (eenhonderd vyf-en-dertig rand), nie reg het op verdere bystand hoegenaamd uit die fonds nie totdat en tensy hy weer aktief begin werk, behoudens die bepalinge van die voorgaande paragraaf;

- (iv) a member shall when claiming benefits produce a certificate from the medical officer of the Fund confirming his accident or sickness;
- (v) a member in arrear with his contributions for a period of one month shall cease to be in benefit;
- (vi) when a member of the Fund becomes temporarily unemployed he may continue to be a member of the Fund and in such event shall contribute to the Fund during the whole of such period of unemployment, the same weekly contributions made by him immediately prior to becoming unemployed.
- (vii) no employee or working employer shall be accepted as a member of the Fund unless he has been examined by a medical officer of the Fund and recommended for acceptance by such medical officer and unless such employee or working employer produces to the Secretary of the Fund a certificate issued by a radiologist that he is free from chest trouble; the medical examination and the production of the aforesaid certificate issued by a radiologist shall take place immediately upon the first contribution by such employee or employer of the Fund.

Notwithstanding anything to the contrary hereinbefore contained, the Management Board shall in its discretion have the absolute right to refuse to accept any person as a member of the Fund or at any time to exclude any person from being a member of the Fund, without having to assign a reason therefor.

No employee or working employer shall be entitled to any of the benefits whatsoever prescribed in this sub-clause until and unless he has been accepted as a member of the Fund.

The aforesaid medical and X-ray examination shall be at the expense of the Fund;

- (viii) a member shall not receive any benefits whatsoever in case of illness or disease arising out of, in connection with or incidental to pregnancy;
- (ix) an employee or working employer shall cease to be a member of the Fund immediately he ceases, not due to unemployment, to be employed and/or engaged in the hairdressing trade.
- (x) a member shall at any time he is required to do so by a Management Board of the Fund, undergo an examination by a medical officer and/or specialist and/or radiologist of the Fund and/or an X-ray clinic nominated by the Fund. Should any member fail or refuse to comply with the foregoing requirement after seven (7) days written notice so to do or should the medical officer, specialist, radiologist and/or X-ray clinic recommend that such member should cease to be a member of the Fund, then and in that event the Management Board shall have the right to exclude and reject such member from the Fund.
- (b) A working employer precluded by accident or sickness from performing his work shall be entitled to the same sick pay benefits as would be payable to his hairdresser employee in terms of this sub-clause.

(5) A rejected member of the Fund who meets with an accident or becomes ill shall, notwithstanding anything to the contrary hereinbefore contained, be entitled to receive after he has contributed towards the Fund for a continuous period of 13 (thirteen) weeks, only free medical attention by the medical officer (general practitioner) nominated by the Fund and sick pay on the same basis as set out in paragraph (a) (iii) of this sub-clause.

(6) A member of the Fund, shall whilst on annual leave outside the Cape Peninsula, be entitled in the event of accident or illness to utilise the services of the nearest doctor (general practitioner) and to be reimbursed by the Fund in respect of the fees of such doctor and only in the case of members who are not rejected members, any amounts expended in respect of such doctor's prescription for medicines, drugs, ointments, bandages and lotions (proof of payment of which shall be produced to the Management Board), the maximum sum of R20.

(7) 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, when claims shall be considered in the order in which they were received.

(8) The Fund shall be administered by a management board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The administration shall be in accordance with the rules to be drawn up by the board and approved by the Council. The rules shall not be inconsistent with the provisions of this clause

- (iv) 'n lid wat aanspraak maak op bystand, 'n sertifikaat van die fonds se mediese beampte wat sy ongeluk of siekte bevestig, moet voorlê;
- (v) 'n lid wat vir 'n tydperk van een maand agterstallig met sy ledigheid is, sy reg op bystand verloor;
- (vi) wanneer 'n lid van die fonds tydelik werkloos raak, hy 'n lid van die fonds kan bly en in so 'n geval gedurende die hele tydperk van werkloosheid dieselfde weeklikse bydrae wat hy betaal het onmiddellik voordat hy werkloos geword het, tot die fonds moet bydra;

- (vii) geen werknemer of werkende werkgewer as lid van die fonds aangeneem word nie, tensy hy deur 'n mediese beampte van die fonds ondersoek en deur dié mediese beampte vir aanneming aanbeveel is, en tensy die werknemer of werkende werkgewer 'n sertifikaat aan die Sekretaris van die fonds voorlê wat deur 'n radioloog uitgereik is en wat sertifiseer dat hy vry van borskwale is; die mediese ondersoek en die voorlegging van voornoemde sertifikaat deur 'n radioloog uitgereik, moet onmiddellik na die eerste bydrae van die werknemer of werkgewer tot die fonds plaasvind.

Ondanks enigiets strydigs hierin vervat, die bestuurskomitee die absolute reg het om, na goedvinde, enige persoon as lid van die fonds af te keur of aan te neem of om te eniger tyd enige persoon uit te sluit as lid van die fonds, sonder om 'n rede daarvoor aan te voer.

Geen werknemer of werkende werkgewer reg het op enigeen van die voordele hoegenaamd wat in subklousule (4) van hierdie klousule voorgeskryf word tot tyd en wyl hy as lid van die fonds aangeneem is nie.

Voornoemde mediese en X-straalondersoek op rekening van die fonds uitgevoer moet word;

- (viii) in gevalle van ongesteldheid of siekte wat voortspruit uit of in verband staan met swangerskap 'n lid geen bystand hoegenaamd ontvang nie;
- (ix) 'n werknemer of werkende werkgewer ophou om lid van die fonds te wees sodra hy, nie weens werkloosheid nie, ophou om in die Haarkappersbedryf in diens te wees en/of dit uit te oefen;
- (x) 'n lid te eniger tyd wanneer dit deur die beheerraad van die fonds van hom vereis word, 'n ondersoek deur 'n mediese beampte en/of spesialis en/of radioloog van die fonds en/of 'n X-straalkliniek deur die Raad aangewys moet ondergaan. As 'n lid verstuim of weier om aan genoemde vereiste te voldoen na 7 (sewe) dae skriftelike kennisgewing om dit te doen, of as die mediese beampte, spesialis, radioloog en/of X-straalkliniek aanbeveel dat die lid nie langer lid van die fonds moet wees nie, het die beheerraad dan en in daardie geval die reg om die lid van die fonds uit te sluit en af te wys.
- (b) 'n Werkende werkgewer wat deur 'n ongeluk of siekte verhinder word om sy werk te doen, is geregtig op dieselfde siektebystand as wat kragtens hierdie subklousule aan sy haarkapperwerknemer betaalbaar sou wees.

(5) 'n Afgekeurde lid van die fonds wat in 'n ongeluk betrokke raak of siek word, is, ondanks andersluidende bepalings hierin, slegs geregtig op, nadat hy vir 'n ononderbroke tyd van 13 (dertien) weke tot die fonds bygedra het, kostelose geneeskundige behandeling deur die mediese beampte (algemene praktisyn) aangewys deur die fonds, en siektebetaling op dieselfde grondslag as wat in paragraaf (a) (iii) hierbo vermeld word.

(6) 'n Lid van die fonds is, terwyl hy met verlof buitekant die Kaapse Skiereiland is, daarop geregtig om, in geval van 'n ongeluk of siekte, gebruik te maak van die dienste van die naaste dokter (algemene praktisyn) en om deur die fonds vergoed te word vir die geld aan sodanige dokter betaal, en, slegs in die geval van lede wat nie afgekeurde lede is nie, enige bedrae bestee ten opsigte van sodanige dokter se voorskrif vir medisyne, verdowingsmiddels, salf, verbande en smeermiddels ten totale van R20.00, en bewys van betaling hiervan moet aan die beheerraad voorgelê word.

(7) Uitbetalings uit die fonds ten opsigte van siektebetaling word gestaak sodra die bedrag in die krediet van die fonds minder as R200.00 is, en die betaling van verdere bystand word nie hervat voordat die bedrag in die krediet van die fonds weer die syfer van R400 bereik het nie, wanneer eise oorweeg moet word in die volgorde waarin hulle ontvang is.

(8) Die fonds word beheer deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad aangestel word. Die fonds word beheer kragtens die reglement wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word. Die reglement mag nie onbestaanbaar met die bepalings van hierdie klousule wees nie en kan met toestemming

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.

(9) (d) All moneys paid into the Fund shall be deposited in a special banking account to be opened at a bank and/or institution approved 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 who shall be appointed by the Council.

(c) Surplus money in the Fund may be placed on deposit with an approved building society or bank 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 costs and expenses incurred in connection with the administration and liquidation of the Fund shall be regarded as, and form a charge against the Fund.

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

(a) all moneys received—

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

(b) expenditure incurred under all headings, during the period ended 30th April preceeding, 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 Report 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 hereon shall forthwith be transmitted to the Secretary for Labour.

(11) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Board until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created, provided that the Fund shall be liquidated unless continued or transferred as aforesaid by an agreement entered into in terms of the Act within six months of the date of expiry of this Agreement.

(12) 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, subject to the approval of the Industrial Registrar in terms of the first proviso to the said section, continue to administer the Fund and the members of the board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however that any vacancy occurring on the board may be filled by the 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 powers of the board for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (13) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the 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.

(13) Upon liquidation of the Fund 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 general funds of the Council.

Signed on behalf of the parties at Cape Town this 4th day of December, 1963.

S. J. HAKIME,  
Chairman of the Council.

I. E. MULVEY,  
Vice-chairman of the Council.

J. J. GLICK,  
Secretary of the Council.

van die Raad deur die beheerraad gewysig word. 'n Afskrif van die reglement en enige wysiging daarvan, moet by die Sekretaris van Arbeid ingedien word, en afskrifte moet ook in die Raad se hoofkantoor beskikbaar wees vir insae deur enige persoon wat in die Haarkappersbedryf werksaam is.

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

(b) Alle tjeks wat teen die fonds getrek word, moet geteken word deur die Voorsitter, die Ondervoorsitter en die Sekretaris van die beheerraad wat deur die Raad aangestel word.

(c) Surplusgeld in die fonds kan op deposito by 'n goedgekeurde bouvereniging of bank geplaas of in Unieleningstifikate belê word; met dien verstande dat voldoende kontant beskikbaar gehou moet word om die beheerraad in staat te stel om onmiddellik aan enige vordering op die fonds te voldoen.

(d) Alle koste en uitgawes wat in verband met die administrasie en likwidasië van die fonds aangegaan word, moet beskou word as en vorm 'n las teen die fonds.

(10) 'n Openbare rekenmeester of -meesters moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die openbare rekenmeester of -meesters moet, nadat die fonds met uitbetaling van bystand begin het, die rekenings van die fonds minstens jaarliks en uiterlik op 30 Mei van elke jaar ouditeer en 'n staat opstel wat die volgende aantoon:—

(a) alle geld wat ontvang is—

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

(b) uitgawes wat gedurende die voorafgande tydperk geëindig op 30 April, onder alle hoofde aangegaan is, saam met 'n staat wat die bate en laste van die fonds aantoon. Gewaarmerkte afskrifte van hierdie state, wat deur die Voorsitter van die beheerraad medeonderteken moet word, en die ouditeursverslag daaroor, moet in die Raad se kantoor ter insae lê vir persone wat in die Haarkappersbedryf in diens is, of dit uitoefen, en wat geregtig is om afskrifte daarvan te maak of uittreksels daaruit te maak. Gewaarmerkte afskrifte van sowel die state as die ouditeursverslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(11) Ingeval hierdie ooreenkoms verstryk deur verloop van tyd of deur enige ander oorsaak, moet die fonds verder deur die beheerraad geadmistrateer word tot dit of gelikwiede of deur die Raad oorgedra word aan enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig was; met dien verstande dat die fonds gelikwiede moet word tensy dit voortgesit of oorgedra word, soos voornoem, by 'n ooreenkoms wat kragtens die Wet binne ses maande van die verstrykingsdatum van hierdie ooreenkoms aangegaan word.

(12) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuursraad, behoudens goedkeuring deur die Nywerheids-registrateur ingevolge die eerste voorbehoud van genoemde artikel, voortgaan om die fonds te administreer en die lede van die bestuursraad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes lede daarvan geag te wees; met dien verstande egter dat enige vakature wat op die bestuursraad ontstaan deur die Registrateur uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die ledetal van die bestuursraad verseker kan word. Ingeval sodanige raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dwoë punt in die raad ontstaan wat die beheer van die fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel om die bestuursraad se werk te verrig en wat vir sodanige doeleindes al die bevoegdhede van die bestuursraad besit. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse wat in subklousule (13) van hierdie klousule uiteengesit word, gelikwiede word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwiede en sy bates verdeel is, moet die res van die fonds verdeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

(13) By likwidasië van die fonds moet die geld wat in krediet van die fonds oorbly ná die betaling van alle eise teen die fonds, met inbegrip van die administrasie- en likwidasiëkoste, in die algemene fonds van die Raad inbetaal word.

Namens die partye op hede die vierde dag van Desember 1963, te Kaapstad onderteken.

S. J. HAKIME,  
Voorsitter van die Raad.

I. E. MULVEY,  
Ondervoorsitter van die Raad.

J. J. GLICK,  
Sekretaris van die Raad.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (CAPE PENINSULA).

MONTHLY RETURN BY EMPLOYER.

For Office use only.

Month.....  
Receipt No.....  
Official.....

Return for the Month 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..... P. O. Box No..... Phone No.....

[illegible]

## AANHANGSEL A.

NYWERHEID VIR DIE HAARSNYERSBEDRYF (KAAPSE SKIEREILAND).

WERKGEWER SE MAANDELIKSE OPGAWE.

Aan die Sekretaris,  
Die Nywerheidsraad vir die Haarkappersbedryf (K.S.),  
Sam Newman House 302, Langstraat 67,  
Posbus 887, Foon 3-1778.  
Kaapstad.

**Alleen vir Kantoorgebruik.**

Maand.....  
Kwitansie No.....  
Amptenaar.....

Opgawe vir die maand.....19.....

Hierdie opgawe moet uiterlik die 7de dag van die maand volgende op die maand waarvoor dit ingevul is, by die Sekretaris ingedien word.

Naam van salon..... Adres van salon..... Posbus No..... Foon No.....

[illegible]

## ANNEXURE B.

I/We \_\_\_\_\_  
 carrying on trade as \* \_\_\_\_\_  
 at \_\_\_\_\_  
 hereby certify that Mr./Mrs./Miss \_\_\_\_\_  
 \_\_\_\_\_  
 was employed by me/us from the \_\_\_\_\_  
 day of \_\_\_\_\_ 19\_\_\_\_ to the \_\_\_\_\_  
 day of \_\_\_\_\_ 19\_\_\_\_ in the occupation of \_\_\_\_\_  
 † \_\_\_\_\_  
 At the termination of employment his/her wage was \_\_\_\_\_  
 rand \_\_\_\_\_ cents per week/month.

**Signature of Employer or  
Authorised Representative.**

Date \_\_\_\_\_

\* State whether ladies' or gent.'s hairdresser.  
Delete whichever is inapplicable.  
† State occupation in which employee was wholly or mainly engaged, e.g. ladies' hairdresser, gent.'s hairdresser, manicurist, general assistant, clerical employee.

## AANHANGSEL B.

Ek/Ons \_\_\_\_\_  
 wat die bedryf van \* \_\_\_\_\_ uitoefen  
 te \_\_\_\_\_  
 sertifiseer hierby dat mnr./mev./mej. \_\_\_\_\_  
 deur my/ons in diens geneem was vanaf die \_\_\_\_\_ dag van  
 19 \_\_\_\_\_ tot die 19 \_\_\_\_\_  
 dag van \_\_\_\_\_ in die beroep  
 van \_\_\_\_\_

By diensbeëindiging was sy/haar loon \_\_\_\_\_ rand  
sent per week/maand.

**Handtekening van Werkgever of  
Gemagtigde Vertegenwoordiger.**

Datum \_\_\_\_\_

\* Sê of dames- of manshaarkapper.  
Skrap wat nie van toepassing is nie.  
† Vermeld beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. dameshaarkapper, manshaarkapper, manukuris, algemene assistent, klerklike werknemer.

No. R. 891.] [19 June 1964.  
WAR MEASURES ACT, 1940.

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

HAIRDRESSING TRADE, CAPE PENINSULA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Hairdressing Trade published under Government Notice No. R. 890 of the 19th June, 1964.

A. E. TROLLIP,  
Minister of Labour.

No. R. 891.] [19 June 1964.  
WET OP OORLOGSMAATREËLS, 1940.

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

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier 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 wat by Goewermentskennisgewing No. R. 890 van 19 Junie 1964 gepubliseer is.

A. E. TROLLIP,  
Minister van Arbeid.

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