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1 OKTOBER

[No. 1247.]

GOEWERMENSKENNISGEWINGS.

DEPARTMENT OF LABOUR.

No. R. 1517.] [1 October 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

HAIRDRESSING TRADE, PRETORIA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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, Pretoria, 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 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 (5), 16, 17 and 18, 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 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 District of Pretoria; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in in the Magisterial District of Pretoria and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 5 (5), 9 and 16 to 21 (inclusive), shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOVERNMENT NOTICES.

DEPARTEMENT VAN ARBEID.

No. R. 1517.] [1 Oktober 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

HAARKAPPERSBEDRYF, PRETORIA.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf, Pretoria, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde 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 (5), 16, 17 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde 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 landdrosdistrik Pretoria; 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 (5), 9 en 16 tot en met 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrosdistrik, Pretoria, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE (PRETORIA).

AGREEMENT

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

Pretoria Master Hairdressers' Association

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

S.A. Hairdressers Employees' Industrial Union
(Northern Transvaal Branch)

previously known as the

Transvaal Hairdressers Employees' Union
(Pretoria Branch)

(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 (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of Pretoria by all employers who are members of the employers' organisation and engaged in the Hairdressing Trade and by all employees who are members of the trade union and employed in that trade.

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

- (i) only apply to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
- (ii) only apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and remain in force for a period of 3 (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 the Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956;

"Agreement" means an agreement published and made binding upon employers and employees in the Hairdressing Trade in accordance with the provisions of the Industrial Conciliation Act of 1956;

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to be registered under the Apprenticeship Act of 1944;

"qualified hairdresser's assistant" means an employee other than an apprentice indentured under the Apprenticeship Act of 1944, who performs any one or more of the operations as defined under toilet services in these definitions and who—

- (a) has served an apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act of 1944; or
- (b) has passed a qualifying trade-test as a hairdresser's assistant in terms of section seven of the Training of Artisans Act, No. 38 of 1951; or
- (c) holds a certificate of competency, issued prior to July, 1962, by any Industrial Council for the Hairdressing Trade or such other body which is competent to issue such certificate in the opinion of the Council;

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

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

"clerical employee, receptionist and/or telephonist—qualified" means a clerical employee, receptionist and/or telephonist who has had more than 4 (four) years' experience;

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(PRETORIA).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, No. 28 van 1956, gesluit en aangegaan deur en tussen die Pretoria Master Hairdressers' Association

(hieronder die „werkgewers" of „die Werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Hairdressers Employees' Industrial Union
(Northern Transvaal Branch),

vroeër bekend as die

Transvaal Hairdressers Employees' Union
(Pretoria Branch),

hieronder die „werknemers" of die „Vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Pretoria).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria nagekom word deur alle werkgewers wat lede van die Werkgewersorganisasie is en die Haarkappersbedryf uitoefen en deur alle werknemers wat lede van die vakvereniging is en in dié bedryf werksaam is.

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

- (i) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (ii) slegs van toepassing op vakleerlinge vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens aangegaan of enige voorwaarde wat ingevolge daarvan vasgestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasgestel mag word, en bly 3 (drie) jaar lank van krag of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in dié Wet; enige vermelding van 'n Wet of Ordonnansie sluit enige wysiging van dié Wet of Ordonnansie in, en uitgesonderd waar dit blykbaar anders bedoel word, omvat woorde wat die manlike geslag aandui, ook vroue; verder, tensy dit onbestaanbaar is met die samehang, beteken—

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

„Ooreenkoms" 'n ooreenkoms wat ooreenkomstig die bepalings van die Wet op Nywerheidsversoenig, 1956, gepubliseer en bindend gemaak is vir werkgewers en werknemers in die Haarkappersbedryf;

„vakleerling" 'n werknemer wat in diens is ingevolge 'n leerlingskontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of beskou word daarkragtens geregistreer te wees;

„gekwalfiseerde haarkappersassistent" 'n werknemer, uitgezonderd 'n vakleerling, wat kragtens die Wet op Vakleerlinge, 1944, ingeboek is, wat een of meer van die werksaamhede verrig wat in hierdie woordomskrywing as toiledienste omskryf word en wat—

- (a) 'n vakleerlingskap ooreenkomstig die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, uitgedien het; of
- (b) geslaag het in 'n kwalifiserende bedryfstoets as 'n haarkappersassistent ooreenkomstig artikel sewe van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951; of
- (c) in besit is van 'n vaardigheidsertifikaat wat voor Julie 1962 uitgereik is deur die Nywerheidsraad vir die Haarkappersbedryf of deur 'n ander liggaam wat na die mening van die Raad bevoeg is om sodanige sertifikaat uit te reik;

„los werknemer" 'n haarkappersassistent (man of vrou) wat by dieselfde werkgewer vir hoogstens twee dae in 'n bepaalde week werksaam is;

„klerk, ontvangsdame en/of telefonis," 'n vroulike werknemer wat hoofsaaklik in diens geneem word met die doel om klante te ontvang of afsprake per telefoon aan te neem of andersins en/of boek te hou van inkomste en uitgawes of enige ander vorm van klerklike werk te verrig, benewens die hantering van kontant en die waarneem van toonbank-verkope;

„klerk, ontvangsdame en/of telefonis, gekwalifiseer," 'n klerk, ontvangsdame en/of telefonis met meer as 4 (vier) jaar ondervinding;

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

„Raad" die Nywerheidsraad vir die Haarkappersbedryf (Pretoria), geregistreer kragtens artikel negentien van die Wet op Nywerheidsversoenig, 1956;

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

- (a) in relation to hairdresser's assistant means the total period or periods of service an employee has had in the hairdressing trade but shall not include services as a beauty culturist and/or general assistant;
(b) in relation to clerical employee, receptionist and/or telephonist means the total period or periods of employment which an employee has had as a clerical employee, receptionist and or telephonist;

"gentlemen's trade" means the branch of the hairdressing trade in which toilet services, as herein defined, are rendered to male persons or female persons having male haircuts;

"ladies trade" means the branch of the hairdressing trade in which toilet services, as herein defined are rendered to female persons or male persons having waves or manicures;

"hairdressing trade" means the trade carried on in an establishment;

"service" in relation to general assistants means the total period or periods of service an employee has had in the hairdressing trade as a general assistant;

"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for training an employee in any one or both sections of the hairdressing trade;

"toilet services" means—

- (a) ladies' trade, the operation in shampooing, haircutting, hairsingeing, massaging (head or face), waving (permanent, marcel or water), setting, hairdyeing, tinting, styling, combing, manicuring, eyebrow plucking, board work, trichological treatment and beauty culture;

- (b) gentlemen's trade, haircutting, shaving, shampooing, singeing, massaging (head or face), manicuring and trichological treatment;

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

4. WAGES.

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

(a) Gentlemen's Trade (male or female)—

- (i) Qualified hairdresser's assistant..... R28 00 per week
or
121 33 per month.
(ii) Casual employees..... 6 00 per day.

(b) Ladies Trade—

- (i) Qualified hairdresser's assistant—male 29 10 per week
or
126 10 per month.
(ii) Qualified hairdresser's assistant—female 19 89 per week
or
86 19 per month.
(iii) Casual employee—male or female.... 6 00 per day.

(c) General Assistant (males)—

- (i) Under 18 years of age..... 6 00 per week
(ii) 18 years and over..... 7 00 per week.

General Assistant (females)—

- (i) Under 18 years of age..... 5 50 per week.
(ii) 18 years and over..... 6 10 per week.

(d) Clerical employee, receptionist and/or telephonist—

(i) Unqualified—

- During 1st year of experience..... 8 54 per week,
or
37 00 per month.
During 2nd year of experience..... 10 33 per week,
or
44 75 per month.
During 3rd year of experience..... 12 12 per week,
or
52 50 per month.
During 4th year of experience..... 13 90 per week,
or
60 25 per month.
(ii) Qualified..... 15 69 per week,
or
68 00 per month.

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

(3) An employer shall not except a premium for the training of an employee as a hairdresser's assistant.

„bedryfsinrigting" enige plek waar toilet dienste gewoonlik vir blankes verskaf word;

„ondervinding"—

- (a) met betrekking tot 'n haarkappersassistent, die totale tydperk of tydperke wat 'n werknemer in die Haarkappersbedryf werksaam was, maar sluit nie diens as 'n skoonheidsdeskundige en/of algemene bediende in nie;

- (b) met betrekking tot 'n klerk, ontvangsdame en/of telefonis, die totale tydperk of tydperke wat 'n werknemer as 'n klerk, ontvangsdame en/of telefonis werksaam was;

„mansbedryf" die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin bepaal, vir mans of dames wat mansstyl dra, verrig word;

„damesbedryf" die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin omskryf, vir vroulike persone of mans wat kartels of manikures wil hê, verrig word;

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

„diens" met betrekking tot algemene bediendes, die totale tydperk of tydperke wat 'n werknemer as algemene bediende in die Haarkappersbedryf werksaam was;

„premie" sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, vergoeding van enige aard wat vir die opleiding van 'n werknemer in een of albei afdelings van die Haarkappersbedryf betaal word;

„toilet dienste"—

- (a) Damesbedryf, die werksaamhede in verband met hare was, hare sny, hare skroei, massering (kop of gesig), karteling (permanent, marcel of water), watergolwing, hare kleur, hare tint, stileer, kam, manikuurwerk, wenkbroue pluk, bordwerk, trigologiese behandeling en skoonheidsbehandeling;

- (b) Mansbedryf, hare sny, skroei, hare was, hare skroei, massering (kop of gesig), manikuurwerk en trigologiese behandeling;

„werkende werkgewer" 'n werkgewer of vennoot wat self werk doen soortgelyk aan dié wat deur enigen van sy werknemers gedoen word.

4. LONE.

(1) Behoudens die bepalings van subklousules (2) en (3) van hierdie klousule, mag lone wat laer is as dié hieronder genoem, nie deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

(a) Mansbedryf (man of vrou)—

- (i) Gekwalifiseerde haarkappersassistent. R28 00 per week.
of
121 33 per maand.
(ii) Los werknemer..... 6 00 per dag.

(b) Damesbedryf—

- (i) Gekwalifiseerde haarkappersassistent (man) 29 10 per week
of
126 10 per maand.
(ii) Gekwalifiseerde haarkappersassistent (vrou) 19 89 per week
of
86 19 per maand.
(iii) Los werknemer (man of vrou)..... 6 00 per dag.

(c) Algemene assistent (man)—

- (i) Onder leeftyd van 18 jaar..... 6 00 per week.
(ii) 18 jaar oud en ouer..... 7 00 per week.

Algemene assistent (vrou)—

- (i) Onder leeftyd van 18 jaar..... 5 50 per week.
(ii) 18 jaar en ouer..... 6 10 per week.

(d) Klerk, ontvangsdame en/of telefonis—

(i) Ongekwalfiseer—

- Gedurende 1ste jaar ondervinding.... R8 54 per week
of
37 00 per maand.
Gedurende 2de jaar ondervinding.... 10 33 per week
of
44 75 per maand.
Gedurende 3de jaar ondervinding.... 12 12 per week
of
52 50 per maand.
Gedurende 4de jaar ondervinding.... 13 90 per week
of
60 25 per maand.
(ii) Gekwalifiseer..... 15 69 per week
of
68 00 per maand.

(2) 'n Werknemer wat in enige week in sowel die mans- as die damesbedryf werksaam is, moet vir die hele week die loon betaal word soos of in paragraaf 1 (a) of 1 (b) van hierdie klousule voorgeskryf, naamlik die hoogste loon.

(3) 'n Werkgewer mag nie 'n premie aanneem vir die opleiding van 'n werknemer as haarkappersassistent nie.

(4) An employer shall not employ any person as a male or female hairdresser's assistant unless such person is a qualified hairdresser's assistant as defined under clause 3, and/or an apprentice, unless the wage for a qualified hairdresser's assistant is paid, and subject to the approval of the Council, such employee shall for all purposes of the Agreement be deemed to be a qualified hairdresser's assistant.

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

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

(7) The wages payable in terms of sub-clause (1) of this clause shall include Cost of Living Allowance, provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended or any substituting or superseding legislation is increased the remuneration of employees shall be increased accordingly; provided further that the amount paid as cost of living allowance under Government Notice No. 277 of 21st February, 1958, shall for the purpose of the said War Measure, or substituting or superseding legislation count as cost of living allowance.

(8) An employer shall not employ a hairdresser's assistant other than a qualified hairdresser's assistant or an apprentice as defined in clause 3, without having obtained the prior approval of the Council.

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

(10) Every employee shall be deemed to be a weekly employee unless he falls within the definition "Casual employee" and shall be paid not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class subject to the provisions of clause 4 (2) and 5 (2), whether he has worked full time or less, and shall be subject to any other conditions (in so far as they may be applicable) prescribed for such an employee.

5. PAYMENT OF WAGES AND AUTHORIZED DEDUCTIONS.

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

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

- (a) Save as provided in clause 7 where an employee absents himself from his work a pro rata amount for the period of such absence.
- (b) Contributions to Council funds in terms of clause 13 of this Agreement.
- (c) Subscriptions to the trade union.
- (d) Any other deductions legally imposed.

(3) Wages due in terms of clause 4 and other remuneration due to a weekly paid employee shall be paid at 12 noon on the Saturday of each and every week; provided that where Saturday is a public holiday, payment shall be made at 5 p.m. on the previous business day; where such employee is paid monthly he shall be paid remuneration due at 12 noon on the last day of each and every month; provided further that should such day of that particular month be other than a business day, such wages shall be paid at 12 noon on the business day immediately preceeding such day.

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

(5) Every employer shall by authority of this Agreement deduct weekly or monthly as the case may be, from the wages of his employees affected by this Agreement the amount of the subscriptions payable to the trade union as advised by the Secretary of the Council from time to time, and shall forward on the form prescribed in Annexure A hereto, the amount thus deducted to the Secretary of the Council, 75 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th day of each end every month of the year.

(4) 'n Werkgewer mag nie 'n manlike of vroulike haarkappers-assistent in diens neem wat nie 'n gekwalifiseerde haarkappers-assistent soos in klousule 3 omskryf, is nie, en/of 'n vakleerling nie, tensy die loon vir 'n gekwalifiseerde haarkappersassistent betaal word, en onderworpe aan die Raad se goedkeuring word so 'n werknemer vir die toepassing van hierdie Ooreenkoms as 'n gekwalifiseerde haarkappersassistent beskou.

(5) 'n Werkgewer mag geen persoon onder vyftien (15) jaar in diens neem nie.

(6) Los werknemers mag slegs in diens geneem word in die plek van werknemers of werkende werkgewers of vennote wat tydelik afwesig of siek of met geleentheidsverlof is.

(7) Die lone betaalbaar ingevolge subklousule (1) van hierdie klousule, omvat die lewenskostoelae; met dien verstande dat indien die lewenskostoelae betaalbaar ingevolge Oorlogsmaat-reël No. 43 van 1942, soos gewysig, of enige vervangende wetgewing, verhoog word, die besoldiging van werknemers dien-ooreenkomstig verhoog moet word; voorts met dien verstande dat die bedrag wat ingevolge Goewermentskennisgewing No. 277 van 21 Februarie 1958, as lewenskostoelae betaal is, vir die toepassing van genoemde Oorlogsmaat-reël of vervangende wetgewing, as lewenskostoelae moet tel.

(8) 'n Werkgewer mag nie sonder dat hy vooraf toestemming van die Raad verkry het, 'n ander haarkappersassistent as 'n gekwalifiseerde haarkappersassistent of 'n vakleerling soos omskryf in klousule 3, in diens neem nie.

(9) Geen bepalings in hierdie klousule moet die uitwerking hê nie dat dit 'n vermindering toelaat in die loon wat 'n werknemer op die inwerkingtreedingsdatum van hierdie Ooreenkoms ontvang het, terwyl sodanige werknemer in die diens van dieselfde werkgever bly nie.

(10) Elke werknemer word geag 'n weeklikse werknemer te wees tensy hy in die woordomskrywing van "los werknemer" val, en moet minstens die volle weekloon betaal word wat voorgeskryf word in subklousule (1) vir 'n werknemer van sy klas behoudens die bepalings van klousules 4 (2) en 5 (2), hetsy hy die volle tyd of minder gewerk het, en is onderworpe aan enige ander voorwaardes (vir sover dit van toepassing mag wees) wat vir so 'n werknemer voorgeskryf word.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(1) Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word; in dié geval moet die lone onmiddellik by beëindiging betaal word. Die volle bedrag aan loongeld wat verskuldig is, moet in 'n verseëlde koefert geplaas word en die volle naam van die werknemer, die tydperk waarvoor die besondere betaling geskied, enige bedrae wat ingevolge hierdie Ooreenkoms afgetrek is en die bedrag wat die koefert bevat, moet daarop geskryf staan. 'n Los werknemer moet die besoldiging aan hom verskuldig by beëindiging van elke dienskontrak betaal word.

(2) Geen bedrag van enige aard, uitgesonder die volgende, mag van die bedrag aan 'n werknemer verskuldig, afgetrek word nie—

- (a) uitgesonderd soos in klousule 7 bepaal, as 'n werknemer van sy werk wegbly, 'n pro rata bedrag vir 'n tydperk van sodanige afwesigheid;
- (b) bydraes aan die Raadsfonds ingevolge klousule 13 van hierdie Ooreenkoms;
- (c) ledegeld aan die vakvereniging;
- (d) enige ander bedrae wat wettig afgetrek moet word.

(3) Lone verskuldig ingevolge klousule 4 en ander besoldiging verskuldig aan 'n werknemer wat by die week betaal word, moet op 12-uur middag op Saterdag in elke week betaal word; met dien verstande dat waar Saterdag 'n openbare vakansiedag is, betaling op 5 nm. op die vorige besigheidsdag moet geskied; waar sodanige werknemer by die maand betaal word, moet besoldiging wat aan hom verskuldig is, op 12-uur middag op die laaste dag van elk maand betaal word; voorts met dien verstande dat indien sodanige dag van daardie besondere maand nie 'n besigheidsdag is nie, dié loon op 12-uur middag betaal moet word op die besigheidsdag wat sodanige dag onmiddellik voorafgaan.

(4) Lone moet betaal word op die plek waar die werknemer ten tyde van die betaling van die lone, werklik in diens of werksaam is.

(5) Elke werkgever moet, op gesag van hierdie Ooreenkoms, van die lone van sy werknemers wat by hierdie Ooreenkoms betrokke is, na gelang van die geval, weekliks of maandeliks die ledegeld aftrek wat aan die Vakvereniging betaalbaar is, soos van tyd tot tyd deur die Sekretaris van die Raad bekendgemaak en die bedrag op die vorm in Aanhangsel A hiervan voorgeskryf voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Southern Life-gebou 95, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, stuur.

6. HOURS OF WORK.

(1) The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 46 hours per week of 6 working days as follows:—

(a) Ladies Trade—

<i>Mondays and Wednesdays</i> —Hours of work not to exceed 8 hours per day	Between the hours of 8 p.m. and 6 p.m.
<i>Tuesdays</i> —Hours of work not to exceed 5 hours	Between the hours of 8 a.m. and 1 p.m.
<i>Thursdays</i> —Hours of work not to exceed 9 hours	Between the hours of 7 a.m. and 6 p.m.
<i>Fridays</i> —Hours of work not to exceed 10 hours	Between the hours of 7 a.m. and 6 p.m.
<i>Saturdays</i> —Hours of work not to exceed 6 hours	Between the hours of 7 a.m. and 1 p.m.

(b) Gentlemen's Trade—

<i>Mondays to Thursdays</i> —Hours of work not to exceed 8 hours per day	Between the hours of 8 a.m. and 6 p.m.
<i>Fridays</i> —Hours of work not to exceed 9 hours per day	Between the hours of 8 a.m. and 6 p.m.
<i>Saturdays</i> —Hours of work not to exceed 5 hours per day	Between the hours of 8 a.m. and 1 p.m.

(c) No employer shall require or permit an employee to commence work before, or terminate work after the hours laid down in sub-clause (1) (a) and (b), and no employee shall commence work before or terminate work after these hours, nor shall an employee undertake or perform any hairdressing work outside the hours laid down in sub-clauses (a) and (b) of this clause.

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

in the ladies trade—

- (i) before 7 a.m. and after 6 p.m. on Mondays, Wednesdays, Thursdays and Fridays;
- (ii) before 7 a.m. and after 1 p.m. on Tuesdays and Saturdays;

in the gentlemen's trade—

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

(e) For the purpose of attending to a customer who is receiving toilet services at the hands of an employee at the time of finishing of the employee concerned, such employee may be required to remain at work for a period not exceeding 15 minutes after the said finishing time, for the purpose of completing the toilet services being rendered to the customer in the chair; provided that by such extension the number of hours referred to in paragraph (a) (1) is not exceeded, and the additional time thus worked may be accumulated for not more than one week, and time taken off for the total which shall not exceed one and one-half hours in any one week.

(2) Meal breaks:—

Ladies Trade.—All employees engaged in the Ladies Trade shall be allowed a break of at least one hour for a meal between the hours of 11.30 a.m. and 2.30 p.m. on all working days except Tuesdays and Saturdays, and

Gentlemen's Trade.—All employees engaged in the Gents Trade shall be allowed a break of at least one hour for a meal between the hours of 11.30 a.m. and 2.30 p.m. on all working days except Saturdays,

provided that—

- (i) no employer shall require or permit an employee to work nor shall an employee 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;
- (ii) if any such break be longer than for one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
- (iii) periods of work interrupted by a break of less than one hour shall be deemed to be continuous.

(3) *Time-Table.*—Every employer shall exhibit in a prominent place in his establishment a time-table setting out the full names of all his employees. Such time-table shall be posted up on or before 12 o'clock on the last working day of the week preceding the week to which such time-table refers, and shall show clearly the time of commencing work, the meal break interval and the time of finishing off of each employee.

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

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

6. WERKURE.

(1) Die gewone werkure van alle werknemers in die Haarkappersbedryf is hoogstens 46 uur per week van ses werkdade en word soos volg ingedeel:—

(a) Damesbedryf—

<i>Maandae en Woensdae</i> —Werkure hoogstens 8 per dag	Tussen die ure 8 vm. en 6 nm.
<i>Dinsdae</i> —Werkure hoogstens 5.....	Tussen die ure 8 vm. en 1 nm.
<i>Donderdae</i> —Werkure hoogstens 9.....	Tussen die ure 7 vm. en 6 nm.
<i>Vrydae</i> —Werkure hoogstens 10.....	Tussen die ure 7 vm. en 6 nm.
<i>Saterdag</i> —Werkure hoogstens 6.....	Tussen die ure 7 vm. en 1 nm.

(b) Mansbedryf—

<i>Maandae tot Donderdae</i> —Werkure hoogstens 8 per dag	Tussen die ure 8 vm. en 6 nm.
<i>Vrydae</i> —Werkure hoogstens 9.....	Tussen die ure 8 vm. en 6 nm.
<i>Saterdag</i> —Werkure hoogstens 5.....	Tussen die ure 8 vm. en 1 nm.

(c) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om voor die ure vasgestel in subklousule (1) (a) en (b), te begin werk of om na die ure daarin genoem, op te hou werk nie, en geen werknemer mag voor daardie ure begin werk of na die ure daarin genoem, ophou werk nie, en 'n werknemer mag ook geen haarkapperswerk buite die ure vasgestel in subklousules (a) en (b) van hierdie klousule onderneem of verrig nie.

(d) Geen werkende werkgewer in die Haarkappersbedryf word toegelaat om enigeen of meer van die werksaamhede soos beskryf onder „toilet dienste" in die Hoofooreenkoms, aan die publiek te lewer nie—

in die damesbedryf—

- (i) voor 7 vm. en na 6 nm. op Maandae, Woensdae, Donderdae en Vrydae;
- (ii) voor 7 vm. en na 1 nm. op Dinsdae en Saterdag;

in die mansbedryf—

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

(e) Daar kan van 'n werknemer vereis word om hoogstens 15 minute na genoemde ophoutyd te werk om klaar te maak met die toilet dienste wat hy by ophoutyd besig is om aan 'n klant te lewer; met dien verstande dat die werkure wat in paragraaf (1) genoem word, nie deur hierdie verlenging te bowe gegaan word nie, en die ekstra tyd wat op dié manier gewerk word, kan vir hoogstens 'n week oploep en hoogstens een en 'n half uur verlof kan per week in die plek daarvan geneem word.

(2) Etenspouses.—

Damesbedryf.—Daar moet aan alle werknemers in die Damesbedryf 'n etenspouse van minstens een uur tussen 11.30 vm. en 2.30 nm. op alle werkdade, uitgesonderd Dinsdae en Saterdag, toegestaan word.

Mansbedryf.—Daar moet aan alle werknemers in die Mansbedryf 'n etenspouse van minstens een uur tussen 11.30 vm. en 2.30 nm. op alle werkdade, uitgesonderd Saterdag, toegestaan word;

met dien verstande dat—

- (i) geen werkgewer 'n werknemer kan verplig of toelaat om te werk, en geen werknemer langer as vyf aaneenlopende ure per dag mag werk sonder 'n pouse van minstens 'n uur waarin geen werk gedoen mag word nie, en dié pouse word nie as 'n deel van die gewone werkure beskou nie;
- (ii) indien so 'n pouse langer as 'n uur duur, alle tyd bo een en 'n kwart uur as gewone werkure beskou word;
- (iii) werktydperke wat deur 'n pouse van korter as 'n uur onderbreek word, as deurlopend beskou word.

(3) *Werkrooster.*—Elke werkgewer moet 'n werkrooster met die name van al sy werknemers op 'n opvallende plek in sy bedryfsinrigting vertoon. Dit moet vertoon word voor of op 12 uur middag op die laaste werkdag van die week voor dié week waarop dit betrekking het en moet die aanvangs tyd, etenspouse en ophoutyd van elke werknemer duidelik aantoon.

(4) *Werkure moet agtereenvolgend wees.*—Uitgesonderd etenspouses moet 'n werknemer se werkure agtereenvolgend wees.

(5) *Verbod op oortyd.*—'n Werknemer mag nie verplig of toegelaat word om meer as die getal ure wat in subklousule (1) voorgeskryf word, te werk nie.

(6) No establishment shall keep open outside the hours laid down in this section, save and except for the purpose of cleaning and airing premises.

7. ANNUAL LEAVE AND PAYMENT.

(1) Each employee, except casual employees shall be entitled to and 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) (a) (i) Each employee, except apprentices and general assistants, shall be entitled to and be granted three consecutive week's leave of absence on full pay reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave, in each year of employment with the same employer or establishment. The three week's leave shall include 18 (eighteen) clear working days.

(ii) Apprentices during their first and second year of service shall be granted 18 (eighteen) consecutive days' leave of absence on full pay reckoned at the wage the apprentice was receiving the week immediately prior to proceeding on leave, during each year of employment with the same employer or establishment. The 18 (eighteen) days' leave shall include 15 (fifteen) clear working days.

(iii) Apprentices during their third and fourth year of service shall be granted three consecutive week's leave of absence on full pay reckoned at the wage the apprentice was receiving the week immediately prior to proceeding on leave, during each year of employment with the same employer or establishment. The three week's leave shall include 18 (eighteen) clear working days.

(iv) General assistants shall be granted 18 (eighteen) consecutive days' leave of absence on full pay reckoned at the wage this employee was receiving the week immediately prior to proceeding on leave, after he has completed one year's employment with the same employer or establishment. The 18 (eighteen) days' leave shall include 15 (fifteen) clear working days.

(v) A general assistant who has completed two or more consecutive years' employment with the same employer or establishment, shall be granted 21 (twenty-one) consecutive days' leave of absence on full pay reckoned at the wage this employer was receiving the week immediately prior to proceeding on leave. The 21 (twenty-one) days' leave shall include 18 (eighteen) clear working days.

(b) Each employer shall remit to the Secretary of the Council, 75 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th of each and every month on the form prescribed in Annexure A of this Agreement, the leave pay due in respect of each employee in this employ calculated as follows:—

(i) For each employee who is entitled to three weeks' leave as mentioned in sub-clauses (2) (a) (i), (2) (a) (iii) and (2) (a) (v) of this clause, one-quarter of a week's wage and allowances paid to such employee in respect of each month of employment.

(ii) For each employee entitled to 2½ weeks' leave in terms of sub-clauses (2) (a) (ii) and (2) (a) (iv) of this clause, an amount equal to 5/24ths of a week's wage and allowances in respect of each month of employment.

(c) Moneys received by the Secretary of the Council in terms of sub-clause (2) (b) of this clause, shall be held in trust by the Council for the employee concerned and shall only be paid to that employee when the employee proceeds on vacation leave, absents himself from the trade for the period for which payment in lieu of annual leave is made, leaves the trade or if the Council so directs.

(d) An employee whose services are terminated before the completion of one month's employment with an employer or establishment, shall not be entitled to any leave pay for this period. Any leave pay paid to the Council by the employer in terms of sub-clause (2) (b) of this clause for such an employee shall be refunded to such employer.

(e) Should any amount paid in to the Council by an employer, in terms of sub-clause (2) (b) of this clause, during the preceding twelve months in respect of an employee, be less than the amount such employee would be entitled to receive when proceeding on annual leave, the employer shall forward the difference, if any, to the Secretary of the Council at least one week prior to such employee proceeding on annual leave.

(3) (a) The employer shall fix the time when such leave shall be taken, 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 of employment, and such an employee shall then absent himself from the employer's place of business during the period of such leave.

(b) The employer shall notify the Secretary of the Council of the time and date on which such employee shall take his leave and shall remit in cash at the same time any difference in leave moneys in terms of sub-clause (2) (e). Such notice and remittance shall reach the Secretary of the Council at least 7 days before the date when such leave begins.

(4) (a) For the purpose of this clause employment shall be deemed to commence from the date on which the employees last became entitled to annual leave or the date of engagement whichever is the later.

(6) Geen bedryfsinrigting mag buite die ure wat deur hierdie klousule voorgeskryf word, oop wees nie, buiten om die gebou skoon te maak of te lug.

7. JAARLIKSE VERLOF EN BETALING.

(1) Alle werknemers, uitgesonderd los werknemers, is geregtig op verlof met volle betaling op alle openbare vakansiedae, dit moet aan hulle toegestaan word en hulle moet dit neem. Wanneer 'n openbare vakansiedag binne die jaarlikse verlof val, moet dit by die verlof gevoeg word as 'n verdere tydperk van afwesighedsverlof met volle betaling.

(2) (a) (i) Elke werknemer, uitgesonderd vakleerlinge en algemene bediendes, is in elke jaar diens by dieselfde werkgever of bedryfsinrigting, geregtig op drie agtereenvolgende weke verlof met volle besoldiging bereken teen die loon wat die werknemer in die week onmiddellik voor die verlof ontvang het. Die drie weke verlof moet 18 (agtien) volle werkdag insluit.

(ii) Vakleerlinge moet gedurende hulle eerste en tweede jaar diens, in elke jaar diens by dieselfde werkgever of bedryfsinrigting, 18 (agtien) agtereenvolgende dae afwesighedsverlof met volle besoldiging toegestaan word teen die loon wat hulle in die week onmiddellik voor die verlof ontvang het. Die 18 (agtien) dae verlof moet 15 (vyftien) volle werkdag insluit.

(iii) Vakleerlinge moet gedurende hulle derde en vierde jaar diens in elke jaar diens by dieselfde werkgever of bedryfsinrigting, drie agtereenvolgende weke afwesighedsverlof met volle besoldiging toegestaan word, bereken teen die loon wat hulle in die week onmiddellik voor die verlof ontvang het. Die drie weke verlof moet 18 (agtien) volle werkdag insluit.

(iv) Algemene bediendes moet na een jaar diens by dieselfde werkgever of bedryfsinrigting, 18 (agtien) agtereenvolgende dae afwesighedsverlof met volle besoldiging toegestaan word, bereken teen die loon wat hulle in die week onmiddellik voor die verlof ontvang het. Die 18 (agtien) dae verlof moet 15 (vyftien) volle werkdag insluit.

(v) 'n Algemene bediende wat twee of meer agtereenvolgende jare diens by dieselfde werkgever of bedryfsinrigting voltooi het, moet 21 (een-en-twintig) aaneenlopende dae afwesighedsverlof met volle besoldiging toegestaan word teen die loon wat die werknemer in die week onmiddellik voor die verlof ontvang het. Die 21 (een-en-twintig) dae verlof moet 18 (agtien) volle werkdag insluit.

(b) Elke werkgever moet aan die Sekretaris van die Raad, Southern Life-gebou 75, Pretoria, of Posbus 1237, Pretoria, voor of op die 7de dag van elke maand op die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, die verskuldigde verlobbesoldiging ten opsigte van elke werknemer in sy diens stuur, soos volg bereken:—

(i) Vir elke werknemer wat op drie weke verlof geregtig is, soos in subklousules (2) (a) (i), (2) (a) (iii) en (2) (a) (v) van hierdie klousule bepaal, 'n kwart van 'n week se loon en toelaes wat aan sodanige werknemer ten opsigte van elke maand diens betaal is.

(ii) Vir elke werknemer wat op twee en 'n half weke verlof geregtig is kragtens subklousules (2) (a) (ii) en (2) (a) (iv) van hierdie klousule, 'n bedrag wat gelyk is aan 5/24stes van 'n week se loon en toelaes ten opsigte van elke maand diens.

(c) Gelde wat die Sekretaris van die Raad ingevolge subklousule (2) (b) van hierdie klousule ontvang, word deur die Raad in trust gehou vir die betrokke werknemer en word slegs aan hom uitbetaal wanneer hy met vakansieverlof gaan, uit die Bedryf bly vir die tydperk waarvoor betaling in plaas van jaarlikse verlof geskied het, die Bedryf verlaat of as die Raad dit gelas.

(d) 'n Werknemer wie se diens beëindig word voor die voltooiing van 'n maand diens by 'n werkgever of bedryfsinrigting, is nie op verlobbesoldiging vir hierdie tydperk geregtig nie. Enige verlobbesoldiging wat die werkgever aan 'n werknemer toegestaan het ingevolge subklousule (2) (b) van hierdie klousule vir sodanige werknemer, moet aan sodanige werkgever terugbetaal word.

(e) Indien enige bedrag wat gedurende die voorafgaande twaalf maande deur 'n werkgever by die Raad inbetaal is namens 'n werknemer ingevolge subklousule (2) (b) van hierdie klousule, minder is as die bedrag waarop sodanige werknemer geregtig sou wees wanneer hy jaarlikse verlof neem, moet die werkgever die verskil, indien daar 'n verskil is, ten minste een week voor sodanige werknemer met verlof gaan, aan die Sekretaris van die Raad stuur.

(3) (a) Die werkgever stel die datum vas waarop dié verlof geneem moet word, maar dit moet binne twee maande na voltooiing van elke diensjaar geneem word en 'n aanvang neem, as dit nie vroeër deur die werkgever aan 'n werknemer toegestaan is nie, en die werknemer moet dan gedurende dié verloftydperk van die werkgever se besigheidsplek af wegbly.

(b) Die werkgever moet die Sekretaris van die Raad in kennis stel van die datum en tyd waarop sodanige werknemer sy verlof neem en terselfdertyd in kontant enige verskil wat daar in verlof geld bestaan, ingevolge subartikel (2) (e) aanstuur. Dié kennisgewing en verlobbetaling moet die Sekretaris minstens 7 dae voor die aanvangsdatum van dié verlof bereik.

(4) (a) Vir die toepassing van hierdie klousule word dit beskou dat diens begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig was, of die datum van indiensneming nl. die jongste datum.

(b) For the purpose of this clause, employment shall be deemed to include up to four months of military training undergone in pursuance of the Defence Act, 1957, in that year, any period during which the employee is on leave in terms of the provisions of this clause, or is absent from work on the instruction or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 30 days in any twelve months or two consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work shall not be deemed to be employment.

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

(5) No employer shall require or permit any employee to work in the trade whether for remuneration or not, and no employee shall work in the said trade for remuneration or not during any period of leave granted in terms of this Agreement.

(6) The Saturday falling between Good Friday and Easter Monday, shall be an unpaid holiday and no establishment may render toilet services on the day. An employer may deduct from the wage of his employee an amount equal to the wage for five hour's work.

8. TERMINATION OF SERVICES.

(1) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause legally recognized as sufficient; or
- (b) the provisions of any written agreement between employer and employee stipulated for a period of notice in excess of that provided for herein, but not in excess of twelve months.

an employer or his employee, other than a casual employee, shall give not less than one week's notice of 46 working hours, to terminate his contract of service. Such notice to take effect from the working day following the day on which such notice was given; provided that notice may not be given whilst an employee is on leave in terms of clause 7 (3) (a) or absent in terms of clause 7 (4) (b).

(2) In the event of an employer or an employee failing to give notice as provided for in sub-clause (1) hereof, he shall pay or forfeit respectively in lieu thereof an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment; provided that if an agreement has been entered into in terms of clause 1 (b) hereof the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon which shall not be in excess of 12 months.

(3) Notwithstanding anything to the contrary in the Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) which were in the process of accrual to such employee by such employer at the time of his desertion.

(4) Leave and notice shall not run concurrently.

(5) An employer may pay an employee wages for and in lieu of the period of notice prescribed or agreed upon in terms of sub-clause (1).

(6) If requested thereto, every employer shall issue a certificate of service in respect of any assistant making such request. The certificate shall be in the form of Annexure B of this Agreement.

9. CERTIFICATE OF COMPETENCY.

(1) Whenever an employer or employee applies for a certificate of competency, he shall forward with such application the sum of R1.05 to the Council (through the Secretary), which shall—

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

(2) Any applicant who fails to attend an examination without furnishing the Council with a reason, considered satisfactory by the Council shall forfeit the examination fee.

10. OUTWORK.

An employee shall not—

- (1) solicit or take orders for or undertake work in the Hair-dressing Trade; or
- (2) engage in trading in toilet requisites for sale, gain or reward;

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

(b) By die toepassing van hierdie klousule word diens geag die volgende in te sluit: Tot vier maande militêre opleiding wat in daardie jaar ingevolge die Verdedigingswet, 1957, ondergaan word, enige tydperk wat die werknemer ooreenkomstig die bepalings van hierdie klousule met verlof afwesig is of op las of op versoek van die werkgewer van sy werk afwesig is of weens siekte of 'n ongeluk van sy werk afwesig is, maar enige tydperk van afwesigheid, weens siekte of 'n ongeluk, van langer as 30 dae in enige twaalf maande of langer as twee agtereenvolgende dae word, indien die werknemer versuim om, nadat die werkgewer hom daartoe versoek het, 'n sertifikaat van 'n mediese praktisyn in te dien waarin verklaar word dat hy weens siekte of 'n ongeluk verhinder is om sy werk te verrig, nie geag diens te wees nie.

(c) Enige bedrag waarmee 'n werknemer gekrediteer is en wat na verloop van twee jaar van die datum af waarop die werknemer daarop geregtig geword het om sodanige bedrag te ontvang, nog nie uitbetaal is nie, kom die fondse van die Raad toe; met dien verstande egter dat die Raad enige eis wat sodanige werknemer na verstryking van genoemde tydperk mag indien, moet oorweeg en na sy goedvinde 'n bedrag by wyse van 'n *ex gratia*-betaling uit die fondse van die Raad aan die werknemer soos hierin bedoel, kan betaal.

(5) Geen werkgewer mag enige werknemer toelaat of verplig om in die bedryf te werk, of dit vir besoldiging is of nie, en geen werknemer mag in genoemde Bedryf werk, of dit vir besoldiging is of nie, gedurende enige verloftydperk wat kragtens hierdie Ooreenkoms toegestaan is nie.

(6) Die Saterdag tussen Goeie Vrydag en Paasmaandag is 'n onbetaalde vakansiedag en geen bedryfsinrigting mag op dié dag toilet dienste verskaf nie. 'n Werkgewer mag van die loon van sy werknemers 'n bedrag aftrek wat gelyk is aan die loon vir vyf uur se werk.

8. DIENSBEEINDIGING.

(1) Behoudens—

- (a) die reg van 'n werkgewer of werknemer om diens om 'n regsgeldige rede sonder kennisgewing te beëindig; of
- (b) die bepalings van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer tydperk van kennisgewing bepaal as dié waarvoor hierin voorsiening gemaak word, maar nie langer as 12 maande nie;

moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, minstens 'n week van 46 werkdere kennis gee om sy dienskontrak te beëindig. Die kennisgewing tree in werking op die werkdag na dié dag waarop dit gegee is: Met dien verstande dat dit nie gegee mag word terwyl die werknemer kragtens klousule 7 (3) (a) met verlof of kragtens klousule 7 (4) (b) afwesig is nie.

(2) Indien 'n werkgewer of werknemer versuim om ingevolge subklousule (1) hiervan kennis te gee, moet hy, in plaas daarvan, 'n bedrag gelyk aan die weekloon wat die werknemer gedurende die week onmiddellik voor diensbeëindiging ontvang het, onskadelik betaal of verbeur; met dien verstande dat, as 'n ooreenkoms kragtens klousule (1) (b) aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees tot die diensopseggingstyd waarvoor ooreengekom is, wat hoogstens 12 maande mag wees.

(3) Ondanks andersluidende bepaling in hierdie Ooreenkoms het die werkgewer, indien die bedrag wat die werknemer aan loon toekom, nie die bedrag van die verbeuring hierin genoem, dek nie, die reg om die verskil af te trek van ander voordele (as daar is) wat ten tyde van die werknemer se diensverlating in sy naam aan die ooploop was.

(4) Verlof mag nie met diensopsegging saamval nie.

(5) 'n Werkgewer mag 'n werknemer loon betaal vir en in plaas van die termyn van diensopsegging voorgeskryf of waarvoor kragtens subartikel (1) ooreengekom is.

(6) Elke werkgewer moet ten opsigte van enige assistent wat daarom versoek, 'n dienssertifikaat uitreik. Die sertifikaat moet in die vorm van Aanhangsel B van hierdie Ooreenkoms wees.

9. VAARDIGHEIDSSERTIFIKAAT.

(1) As 'n werkgewer of werknemer aansoek doen om 'n vaardigheidsertifikaat moet hy saam met die aansoek 'n bedrag van R1.05 aan die Raad (deur tussenkoms van die Sekretaris) stuur, wat—

- (a) die applikant moet versoek om hom of haar aan 'n eksamen te onderwerp; of
- (b) hom daarvan moet vergewis dat die applikant as gevolg van sy jare ondervinding, op die sertifikaat geregtig is, en wanneer tot bevrediging van die Raad bewys is dat die applikant vaardig is, moet die Raad die sertifikaat uitreik.

(2) Enige applikant wat in gebreke bly om 'n eksamen by te woon sonder om 'n rede wat die Raad bevredigend ag, by die Raad in te dien, verbeur die eksamengeld.

10. BUITEWERK.

'n Werknemer mag nie vir eie rekening of ten behoeve van enige persoon, of van enige ander persoon as sy werkgewer, solank as wat hy in diens is, van 'n werkgewer wat die Haarkappersbedryf uitoefen—

- (1) bestellings werf of aanneem of werk in die haarkappersbedryf verrig; of
- (2) vir verkoop, winsbejag of beloning in toiletbenodigdhede handel te dryf nie.

11. INTERPRETATION OF AGREEMENT.

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

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

12. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any persons 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 each licence issued and forward a copy to the Divisional Inspector, Department of Labour, Pretoria;
- (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

13. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 15 cents per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a), 4 (1) (b), 4 (1) (d) (ii) and 15 cents per week from the earnings of each casual employee in respect of each week which he was employed by the employer, and 5 cents per month from employees for whom wages are prescribed in clause 4 (1) (c) and 4 (1) (d) (i).

(2) (a) In addition to the above, all employers [except those provided for in (b)] shall pay a fee of R1.25 per month.

(b) In establishments composed of companies or partnership a fee of R1.25 per month shall be paid in respect of each director or partner.

(c) In addition to the fees referred to in paragraph (a) and (b) of this sub-clause the following amount shall be paid by each employer:—

- (i) Employers employing up to 2 employees—75 cents per month in respect of each employee so employed.
- (ii) Employers employing more than 2 employees—an amount equal to the amount paid by the employees and deducted in terms of sub-clause (1) above, of R2 per month whichever is the greater.

(3) The amounts mentioned in paragraphs (1) and (2) above shall be remitted to the Secretary of the Council, 112 Southern Life Buildings, Pretorius Street, Pretoria, or to P.O. Box 1237, Pretoria, not later than the 7th of each and every month in the form prescribed in Annexure A to this Agreement.

14. EXHIBITION OF AGREEMENT.

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

15. REGISTRATION OF EMPLOYERS.

(1) All employers unless already registered under the previous Agreement shall within one month from the date on which this Agreement comes into operation, and any employer operating in the hairdressing trade after that date shall within one month from the date of commencing operations, forward to the Secretary of the Council the following particulars:—

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

(2) Every employer shall enclose on the form prescribed in Annexure A hereto, monthly, the full names of all persons employed.

(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.

11. UITLEG VAN OOREENKOMS.

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

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

12. VRYSTELLINGS.

(1) Die Raad mag om enige goeie en afdoende rede, ten opsigte van enige persoon vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persone aan wie vrystellings kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die geldigheidsduur van die vrystelling. Met dien verstande dat die Raad na goeie dink en nadat een week skriftelik kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat mag intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) dié bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie klousule waarop dié vrystelling verleen word; en
 - (d) die tydperk wat die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) 'n afskrif hou van elke sertifikaat wat uitgereik word, en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur;
 - (b) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

13. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 15 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a), 4 (1) (b), 4 (1) (d) (ii) voorgeskryf word en 15 sent per week van die verdienste van elke los werknemer ten opsigte van elke week wat hy deur die werkgewer in diens geneem was, en 5 sent per maand van werknemers vir wie lone in klousule 4 (1) (c) en 4 (1) (d) (i) voorgeskryf word.

(2) (a) Bo en behalwe bogenoemde, moet alle werkgewers [uitgesonderd daardie werkgewers wat in (b) genoem word] 'n bedrag van R1.25 per maand betaal.

(b) In bedryfsinrigting wat uit maatskappye of 'n vennootskap bestaan, moet 'n bedrag van R1.25 per maand ten opsigte van elke direkteur of vennoot betaal word.

(c) Bo en behalwe die bedrae in paragrawe (a) en (b) van hierdie subklousule genoem, moet die volgende bedrag deur elke werkgewer betaal word:—

- (i) Werkgewers met tot twee werknemers in diens—
75 sent per maand ten opsigte van elke werknemer aldus in diens;
- (ii) werkgewers wat meer as twee werknemers in diens het—
'n bedrag gelyk aan die bedrag wat deur die werknemers betaal word en wat ingevolge subartikel (1) hierbo afgetrek word, of R2 per maand, naamlik die grootste bedrag.

(3) Die bedrae in paragrawe (1) en (2) hierbo genoem, moet voor of op die 7de dag van elke maand in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Southern Life-gebou 75, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, gestuur word.

14. VERTONING VAN OOREENKOMS.

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

15. REGISTRASIE VAN WERKGEWERS.

(1) Alle werkgewers, tensy hulle reeds ingevolge die vorige Ooreenkoms geregistreer is, moet binne een maand na die inwerkingtreding van hierdie Ooreenkoms, en enige werkgewer wat na genoemde datum in die Haarkappersbedryf sake doen, moet binne een maand na die datum waarop hy sy besigheid begin, onderstaande besonderhede aan die Sekretaris van die Raad verstrek:—

- (a) Volle naam, en 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 werkgewer moet maandeliks op die vorm soos voorgeskryf in Aanhangsel A, die volle naam van alle persone in sy diens aantoon.

(3) In die geval van 'n vennootskap moet, bo en behalwe die besonderhede vereis in subklousule (1), die volle naam van al die vennote verstrek word.

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

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

16. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It will be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries, and examine such books, documents, wage sheets, and pay tickets and do all such acts as may be necessary for the ascertaining whether the conditions of the Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigations.

17. MEMBERSHIP.

An employer who is a member of the employer's organization shall not employ an employee which 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 employer's organization.

(No employer who is a member of the employer's organization) shall engage an employee without the production of a trade union card.

The provisions of this clause shall not apply—

- (a) 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;
- (b) to persons who are not eligible in terms of the Trade Union's Constitution for membership, or who have been refused membership of, or expelled from the union.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. 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, except that working employers may work from 7 a.m. each day to the hours of finishing work as prescribed for employees in clause 6 (1) (a) and (b) of this Agreement, provided that where there are more than two partners or working directors in any establishment only two of the working partners or directors may so work from 7 a.m. each day till the time of finishing work as prescribed for employees in terms of clause 6 (1) (a) and (b) of this Agreement.

20. CONTROL OF PREMISES.

No. employer shall carry on the Hairdressing Trade in premises—

- (a) which are not adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material which will permit of their being kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
- (e) any portion of which is used as a sleeping apartment or place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

21. PROVISION OF EQUIPMENT.

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

- (a) in the ladies' trade—
 - (i) curling tongs;
 - (ii) scissors;
 - (iii) combs;
 - (iv) clippers (not electric);

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

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

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

16. 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 werknemer is verplig om sulke persone toe te laat om dié persele te betree, dié navrae te doen en te voltooi en dié boeke, dokumente, loonstate en betaalstate te ondersoek en alles te doen wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en geen persoon mag aan 'n agent in die loop van sy ondersoek 'n valse verklaring doen nie.

17. 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 voorlê nie.

Die bepalinge van hierdie klousule is nie van toepassing—

- (a) op 'n immigrant gedurende die eerste jaar na sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die Bedryf begin werk het, weier om op uitnodiging van die betrokke Vakvereniging lid daarvan te word, die bepalinge van hierdie klousule onmiddellik van toepassing word;
- (b) op persone wat ingevolge die Vakverehiging se konstitusie nie vir lidmaatskap geskik is nie, of aan wie lidmaatskap daarvan geweier is of wat uit die Vereniging uitgesit is.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

19. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die Haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaardes wat in hierdie Ooreenkoms vir werknemers voorgeskryf word, nakom met dié uitsondering dat werkende werkgewers elke dag kan werk van 7 vm. af tot die sluitingsuur soos vir werknemers voorgeskryf in klousule 6 (1) (a) en (b) van hierdie Ooreenkoms; met dien verstande dat waar daar meer as twee vennote of werkende direkteure in 'n bedryfsinrigting is, alleenlik twee sodanige werkende vennote of direkteure elke dag aldus mag werk van 7 vm. af tot die sluitingsuur soos vir werknemers voorgeskryf in klousule 6 (1) (a) en (b) van hierdie Ooreenkoms.

20. BEHEER OOR PERSELE.

Geen werkgewer mag die Haarkappersbedryf uitoefen in persele—

- (a) wat nie behoorlik verlig en geventileer is nie en nie 'n toereikende toevoer van lopende koue en warm water het nie;
- (b) wat nie met geglasuurde wasbakke met afvoerpijp en 'n stelsel vir die onskadelike afvoer van vuil water toegerus is nie;
- (c) waarvan die mure en vloere van materiaal gebou is wat nie skoongehou kan word nie;
- (d) wat uitgerus is met rakke, los en vaste toebehorens wat nie van glas, marmar of leiklip gemaak of met enimmels afgeveer is nie, of met sink of ander maklik afwasbare en duursame materiaal bedek is nie;
- (e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bêre of bereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf in gebruik is, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openinge of ander verbindings daarmee.

21. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkgewer moet vir die gebruik van elke haarkappers-assistent alle gereedskap en uitrusting verskaf wat vir die verrigting van sy werk nodig is, uitgesonderd—

- (a) in die dames bedryf—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie-elektries);

(b) in the gents' trade—

- (i) clippers (not electric);
- (ii) scissors;
- (iii) razors;
- (iv) neck brushes;
- (v) combs;
- (vi) strop;
- (vii) razor hone;

(c) in the case where the employer has instituted a "colour scheme" in coats and overalls fitting in with the colour of his saloon, he shall supply and launder the required overalls and coats to his assistant.

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

- (a) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent formalin for the purpose of sterilizing all tools, other than shaving brushes;
- (b) an antiseptic bath containing a solution of formalin in the proportion of half a gallon of water to two ounces of formalin for the purpose of sterilizing brushes;
- (c) at least two shaving brushes so as to allow 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) liquid, powdered or tube soap or shaving cream;
- (f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;
- (g) styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool; and
- (h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

22. SICK LEAVE.

(1) An employer shall grant to any employee, other than a casual employee, employed by him who is absent from work through incapacity, not less than thirty-six work days sick leave in the aggregate during any period of thirty-six consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount of not less than the wage he would have received had he worked during such period, provided that—

- (i) in the first twelve consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) an employer may as a condition precedent to the payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require such employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity; provided that when an employee has during any period of up to eight weeks received payment in terms of this sub-clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;
- (iii) this sub-clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this sub-clause the payment to him of not less than in the aggregate the equivalent of his wages for thirty-six work days in each period of thirty-six months of employment;
- (iv) where an employer is legally required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this sub-clause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

- (a) "pay" or "wage" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;
- (b) "employment" includes any period during which an employee—
 - (i) is on leave in terms of clause 7 of this Agreement; or
 - (ii) is on sick leave in terms of sub-clause (1); or
 - (iii) is absent from work on the instructions or at the request of his employer; or
 - (iv) is undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of the periods referred to in sub-paragraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in sub-paragraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer

(b) in die mansbedryf—

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

(c) 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 en dit was en stryk.

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

- (a) Minstens een steriliseerkabinet wat te alle tye vir die steriliseer van gereedschap, uitgesonderd skeerkwasse, 'n oplossing van minstens 40 persent formalien bevat;
- (b) 'n antiseptiese bad, wat 'n formalienoplossing bevat in die verhouding van 'n half gelling water vir elke twee onse formalien vir die steriliseer van skeerkwasse;
- (c) minstens twee skeerkwasse, sodat een kwas wat nie in gebruik is nie, in die antiseptiese bad gehou kan word;
- (d) 'n skoon handdoek vir gebruik deur die werknemer vir elke klant;
- (e) vloeiende-, poeier- of pastaseep of skeerroom;
- (f) 'n voorraad skoon papier om gereedschap aan af te vee, in besonder die skeermes, iedere keer nadat dit geslyp is;
- (g) 'n bloedstelpende middel in die vorm van poeier of vloeistof vir gebruik as 'n sproeier of op 'n skoon propplie watte;
- (h) 'n bedekte houer waarin, na elke behandeling, alle vuil papier, watte en hare gegooi kan word.

22. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan enige werknemer, uitgesonderd 'n los werknemer, wat in sy diens is en wat weens ongeskiktheid van sy werk afwesig is, siekteverlof van minstens ses-en-dertig werkdag altesaam gedurende enige tydperk van ses-en-dertig agtereenvolgende maande diens by hom verleen en sodanige werknemer ten opsigte van die afwesigheidstydperk ingevolge hierdie subklousule, 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat—

- (i) 'n werknemer gedurende die eerste twaalf agtereenvolgende maande diens nie op meer siekteverlof met volle betaling as een werkdag ten opsigte van elke voltooide maand diens geregtig is nie;
- (ii) 'n werkgewer as 'n vooraf gestelde voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, kan vereis dat so 'n werknemer 'n sertifikaat moet toon wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word; met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke betaling ingevolge hierdie subklousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat te toon, sy werkgewer gedurende dit tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk te toon;
- (iii) hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek die werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan enige fonds of organisasie wat die werknemer aangewys het en wat aan die werknemer, ingeval van sy ongeskiktheid onder die omstandighede bedoel in hierdie subklousule, die waarborg gee dat altesaam minstens die ekwivalent van sy loon vir ses-en-dertig werkdag betaal sal word in elke tydperk van ses-en-dertig maande diens;
- (iv) waar daar wettig van 'n werkgewer vereis word om vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en hy wel vir sodanige behandeling betaal ten opsigte van enige ongeskiktheid, die bedrag aldus betaal, in mindering gebring kan word teen die betaling wat ten opsigte van afwesigheid met siekteverlof as gevlog van sodanige ongeskiktheid, ingevolge hierdie subklousule verskuldig is.

(2) Vir die toepassing van hierdie klousule—

- (a) omvat „loon" of „besoldiging" ook enige lewenskoste-toelae wat ingevolge enige wet of op 'n ander wyse aan 'n werknemer betaal word of aan hom betaalbaar is;
- (b) omvat „diens" ook enige tydperk wat 'n werknemer—
 - (i) ingevolge klousule 7 van hierdie Ooreenkoms met verlof verlof afwesig is; of
 - (ii) ingevolge subklousule (1) met siekteverlof afwesig is; of
 - (iii) op las of op versoek van sy werkgewer van sy werk afwesig is; of
 - (iv) militêre opleiding ondergaan;

en wat in enige jaar altesaam hoogstens tien weke behoort ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) bedoel word en wat daardie jaar ondergaan is; en enige aaneenlopende

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA).

MAANDELIKSE OPGAWE VAN WERKGEWER.

AAN DIE SEKRETARIS,
NYWERHEIDSKRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA),
POSBUS 1237,
PRETORIA.

Form 3-4146.

Opgawe No. _____

Hierdie opgawe moet by die Sekretaris ingedien word voor of op die 7de dag van elke maand wat volg op die maand waarvoor hierdie opgawe in te dien word.

OPGAWE VIR

Naam van haarkappersalon.....
Adres van haarkappersalon.....

Foonno.

Posbus

[illegible]

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE
(PRETORIA).

CERTIFICATE OF SERVICE.

No. _____

Name of saloon _____
 Address of saloon _____
 Name of employee (in full) _____
 Sex _____ Age _____
 Employed as _____
 Wages _____ per week/per month.
 Date started _____ Date left _____
 Remarks _____

Signature of Employer.

N.B.—A copy of this certificate to be forwarded to the Secretary of the Council.

No. R. 1518.] [1 October 1965.]

WAR MEASURES ACT, 1940.

**SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 of 1942.**

HAIRDRESSING TRADE, PRETORIA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942; as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Hairdressing Trade, Pretoria, published under Government Notice No. R. 1517 of the 1st October, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(PRETORIA).

DIENSSERTIFIKAAT.

No. _____

Naam van salon _____
Adres van salon _____
Volle naam van werknemer _____
Geslag _____ Ouderdom _____
In diens as _____
Loon _____ per week/maand.
Datum waarop begin werk _____
Datum waarop diens verlaaat _____
Opmerkingen _____

Handtekening van Werkgever.

L.W. 'n Kopie van hierdie sertifikaat moet aan die Sekretaris van die Raad gestuur word.

No. R. 1518.] [1 Oktober 1965.]

WET OP OORLOGSMAATREËLS, 1940.

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

HAARKAPPERSBEDRYF, PRETORIA.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 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, Pretoria, wat by Goewernementskennisgewing No. R. 1517 van 1 Oktober 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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