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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 484

30 Maart 1972

WET OP NYWERHEIDSVERSOENING, 1956

**HAARKAPPERSBEDRYF, PORT ELIZABETH EN
UITENHAGE.—HOOFOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, met ingang van 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 vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (d), 14, 19, 20 en 23, met ingang van 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 munisipale gebiede van Port Elizabeth en Uitenhage; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (d), 14, 15, 19, 20 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A-74405

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 484

30 March 1972

INDUSTRIAL CONCILIATION ACT, 1956

**HAIRDRESSING TRADE, PORT ELIZABETH AND
UITENHAGE.—MAIN AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding, with effect 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 Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (d), 14, 19, 20 and 23, shall be binding, with effect 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 municipal areas of Port Elizabeth and Uitenhage; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect 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 Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (d), 14, 15, 19, 20 and 23, 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, Minister of Labour.

1-3439

BYLAE

**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
PORT ELIZABETH EN UITENHAGE**

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), aangegaan deur die

Port Elizabeth and Uitenhage Master Hairdressers'
Association

(hierna die "werkgewers" of "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Hairdressers Employees' Industrial Union (Tak Port
Elizabeth en Middelland)

(hierna die "werknemers" of "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappers-bedryf (Port Elizabeth en Uitenhage).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Haarkappersbedryf in die munisipale gebiede Port Elizabeth en Uitenhage deur alle werkgewers in die Haarkappersbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in genoemde Bedryf in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word.

(c) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op vakleerlinge vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, onbestaanbaar is nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in die Wet; waar daar van 'n wet of ordonnansie melding gemaak word, omvat dit alle wysigings van sodanige wet of ordonnansie en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956; "vakleerling" 'n werknemer wat 'n skriftelike leerlingskontrak uitdien wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, en dit sluit 'n minderjarige in wat kragtens daardie Wet op proef in diens is;

"los werknemer" 'n Haarkapper (man of vrou) wat vir hoogstens twee agtereenvolgende dae in 'n week by dieselfde werkgewer in diens is;

"los algemene assistent" 'n algemene assistent wat vir hoogstens twee agtereenvolgende uur per dag by dieselfde werkgewer in diens is;

"Raad" die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth en Uitenhage), wat geregistreer is ingevolge artikel 19 van die Nywerheidsversoeningwet van 1937 en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" enige plek waarin toilet dienste aan Blankes verskaf word;

"ondervinding" die totale dienstydperk of -tydperke van 'n werknemer in die Haarkappersbedryf, maar nie diens as 'n algemene assistent nie;

"algemene assistent" 'n werknemer wat deur 'n werkgewer in diens geneem word om skoon te maak, te vee, skoene skoon te maak, boodskappe te doen en koppies en/of toiletbenodigdhede te was;

"mansbedryf" die tak van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, hoofsaaklik aan mans verskaf word; "Haarkappersbedryf" die bedryf waarin werknemers en werkgewers met mekaar geassosieer is om toilet dienste te verskaf in enige bedryfsinrigting;

"damesbedryf" die tak van die Haarkappersbedryf waarin toilet dienste hoofsaaklik aan vrouens verskaf word;

"manikuris" 'n vroulike werknemer wat manikuurwerk verrig en ook die pligte van 'n sjampoedame kan verrig: Met dien verstande dat dit nie 'n persoon onder die ouderdom van 21 jaar mag insluit wat in hierdie hoedanigheid in diens is nie tensy die Registrateur van Vakleerlinge sodanige werkverrigting goedgekeur het;

"premie", sonder om die gewone betekenis van die uitdrukking enigins te beperk, enige vergoeding van welke aard ook al wat gegee word in ruil vir die opleiding van 'n werknemer om toilet dienste in enigen van of albei afdelings van die Haarkappersbedryf te verskaf;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, PORT ELIZABETH AND UITENHAGE**

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between the
Port Elizabeth and Uitenhage Master Hairdressers'
Association

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

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

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

being parties to the Industrial Council for the Hairdressing Trade (Port Elizabeth and Uitenhage).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Hairdressing Trade in the municipal areas of Port Elizabeth and Uitenhage by all employers who are members of the employers' organisation and who are engaged in the Hairdressing Trade and by all employees who are members of the trade union and who are employed in the said Trade.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall only apply to employees for whom wages are prescribed in clause 4.

(c) Notwithstanding the provisions of subclause (a) the provisions of this Agreement shall only apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944.

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 48 of the Act and shall 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 or deemed to have been registered under the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

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

"casual general assistant" means a general assistant who is employed by the same employer for not more than two consecutive hours in any one day;

"Council" means the Industrial Council for the Hairdressing Trade (Port Elizabeth, Walmer and Uitenhage), registered in terms of section 19 of the Industrial Conciliation Act of 1937 and deemed to have been registered under the Industrial Conciliation Act, 1956;

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

"experience" means the total period or periods of service an employee has had in the Hairdressing Trade, but shall not include service as a general assistant;

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

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

"Hairdressing Trade" means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment;

"ladies trade" means the branch of the Hairdressing Trade in which toilet services are rendered mainly to female persons;

"manicurist" means a female employee engaged on manicuring and who may also perform the duties of a shampoo girl, provided that it shall not include a person under the age of 21 years who is employed as such unless the Registrar of Apprenticeship has authorised such employment;

"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 to render toilet services in any one or both sections of the Hairdressing Trade;

"gekwalifiseerde haarkappersassistent" 'n werknemer wat—

(a) 'n leerlingskontrak uitgedien het ingevolge die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944, of Loonvaststelling 47 wat betrekking het op die Haarkappersbedryf in die landdrostrikte Port Elizabeth en Uitenhage; of

(b) die Raad deur middel van 'n eksamen kan oortuig dat hy bevoeg is om dienste in of die mans- of die damesbedryf te verskaf;

(c) in besit is van 'n vaardigheidsertifikaat uitgereik kragtens artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n vaardigheidsertifikaat uitgereik deur 'n nywerheidsraad vir die Haarkappersbedryf of 'n liggaam wat na die mening van die Raad bevoeg is om sodanige sertifikate uit te reik;

"ontvangsklerk en/of telefonis" 'n werknemer wat hoofsaaklik in diens is om klante te ontvang of om afsprake per telefoon of andersins te reël;

"sjampoedame" 'n vroulike werknemer wat sjampoewerk doen en wat ook droërs, en/of haarnette kan opsit, droërs kan verwyder en krullers kan aangee. Met dien verstande dat dit geen persoon onder die ouderdom van 21 jaar mag insluit wat in hierdie hoedanigheid in diens is nie, tensy die Registrateur van Vakleerlinge sodanige werkverrigting goedgekeur het;

"toilet dienste" hare sny, hare kap, skroei, krul, skeer, skoonmaak, kleur, bleik, tint, kartel of enige behandeling van die hare van die kop of gesig, kopvel of nek, manikuur, wenkbrone pluk of bordwerk, hetsy enigeen van die genoemde werksaamhede uitgevoer word deur middel van enige apparaat, toestel, preparaat of middel, of nie;

"werkende werkgever" 'n werkgever of vennoot in 'n vennootskap of 'n direkteur wat self dieselfde soort werk verrig as dié wat deur enigeen van sy werknemers verrig word.

4. LONE

(1) Behoudens die bepalinge van subklousules (2) en (3) van hierdie klousule, mag geen lone wat laer is as die volgende deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie:

	Per week R	Per maand R
(a) Mansbedryf (man of vrou):		
(i) Gekwalifiseerde haarkappersassistent	30,00	130,00
(ii) Los werknemers:		
Weekdae, R5,50 per dag		
Saterdag, R3,50 per dag		
(b) Damesbedryf:		
(i) Gekwalifiseerde haarkappersassistent, man.....	31,00	134,34
(ii) Gekwalifiseerde haarkappersassistent, vrou.....	24,00	104,00
(iii) Los werknemer (man of vrou):		
Weekdae, R5,50 per dag		
Saterdag, R3,50 per dag		
(c) Mans en/of dames:		
(i) Ontvangsklerk en/of telefonis—		
gedurende eerste jaar ondervinding	10,00	43,34
gedurende tweede jaar ondervinding	13,00	56,34
gedurende derde jaar ondervinding	17,00	73,67
gedurende vierde jaar ondervinding	19,00	82,34
Daarna.....	21,00	91,00
(ii) Manikuris—		
gedurende die eerste jaar.....	10,00	—
Daarna.....	15,00	—
(iii) Sjampoëis—		
gedurende eerste jaar.....	10,00	—
daarna.....	12,00	—
	Munisi- pale gebied Port Eliza- beth	Munisi- pale gebied Uitenhage
(iv) Algemene assistente:	(per week)	(per week)
	R	R
Vroue.....	10,00	10,00
Mans, volwasse.....	12,00	11,25
Mans, onder die ouderdom van 18 jaar.....	8,00	7,05
	(per dag)	(per dag)
	R	R
Los werknemers.....	1,75	1,50

(2) 'n Werknemer wat gedurende 'n enkele week in sowel die mans- as damesbedryf werk, moet vir daardie hele week die loon betaal word wat in of paragraaf (a) of (b) van subklousule (1) van hierdie klousule voorgeskryf word, naamlik die hoogste loon.

"qualified hairdresser's assistant" means an employee who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944, or in terms of Wage Determination 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage; or

(b) can satisfy the Council by examination that he is competent of rendering services in either the gentlemen's or the ladies trade;

(c) holds a certificate of proficiency issued under section 6 or a trade diploma issued under section 7 of the Training of Artisans Act, 1951, or a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such body which is competent to issue such certificate in the opinion of the Council;

"receptionist and/or telephonist" means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise;

"shampoo girl" means a female employee engaged on shampooing and who may also put on dryers and/or hair nets, remove dryers and hand out curlers, provided that it shall not include a person under the age of 21 years who is employed as such unless the Registrar of Apprenticeship has authorised such employment;

"toilet services" means the operation comprised in haircutting, hairdressing, singeing, curling, shaving, cleansing, dyeing, bleaching, tinting, colouring, waving or any other treatment of the hair of the head or face, scalp or neck, manicuring, eyebrow plucking or board work whether or not any of the above operations are carried out by means of any apparatus, appliance, preparation or substance;

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

4. WAGES

(1) Subject to the provisions of subclauses (2) and (3) of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

	Per week R	Per month R
(a) Gentlemen's trade (male or female):		
(i) Qualified hairdresser's assistant.....	30,00	130,00
(ii) Casual employees:		
Weekdays R5,50 per day		
Saturdays R3,50 per day		
(b) Ladies' trade:		
(i) Qualified hairdresser's assistant, male	31,00	134,34
(ii) Qualified hairdresser's assistant, female.....	24,00	104,00
(iii) Casual employee (male or female):		
Weekdays R5,50 per day		
Saturdays R3,50 per day		
(c) Gentlemen and/or ladies:		
(i) Receptionist and/or telephonist—		
during first year of experience.....	10,00	43,34
during second year of experience.....	13,00	56,34
during third year of experience.....	17,00	73,67
during fourth year of experience.....	19,00	82,34
thereafter.....	21,00	91,00
(ii) Manicurist—		
during the first year.....	10,00	—
thereafter.....	15,00	—
(iii) Shampooist—		
during the first year.....	10,00	—
thereafter.....	12,00	—
	Municipal area of Port Elizabeth	Municipal area of Uitenhage
(iv) General assistants:	(per week)	(per week)
	R	R
Female.....	10,00	10,00
Male, adult.....	12,00	11,25
Male, under 18.....	8,00	7,05
	(per day)	(per day)
	R	R
Casual.....	1,75	1,50

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

(3) 'n Werkgewer mag nie 'n premie ontvang vir die opleiding van 'n werknemer om toilet dienste te verskaf nie; Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgewer regtens verplig word om by te dra.

(4) 'n Werkgewer mag niemand, uitgesonderd 'n gekwalifiseerde haarkappersassistent of 'n vakleerling, as 'n manlike of vroulike haarkapper in diens hê nie, tensy die loon van 'n gekwalifiseerde haarkappersassistent betaal word, en vir die toepassing van hierdie Ooreenkoms word sodanige persoon altyd geag 'n gekwalifiseerde haarkappersassistent te wees.

(5) Geen bepaling in hierdie klousule mag die uitwerking hê dat dit 'n vermindering toelaat van die loon wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang het terwyl sodanige werknemer by dieselfde werkgewer in diens bly nie.

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

5. BETALING VAN LOON EN GOEDGEKEURDE AFTREKKINGS

(1) Lone moet weekliks of maandeliks, na gelang van die geval, in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word, in welke geval sy loon onmiddellik by sodanige diensbeëindiging betaal moet word. Die verskuldigde loon moet in 'n verseëelde kovert geplaas word waarop die volgende besonderhede verstrekt moet word: Die volle naam van die werknemer, die tydperk waarvoor die besondere betaling gedoen word, alle bedrae ingevolge hierdie Ooreenkoms afgetrek en die bedrag in die kovert. 'n Los werknemer moet die loon wat aan hom verskuldig is, onmiddellik by beëindiging van elke dienskontrak betaal word.

(2) Geen bedrae van enige aard, uitgesonderd die volgende, mag afgetrek word nie van die geld wat aan 'n werknemer verskuldig is:

(a) Behoudens andersluidende bepalinge in die Ooreenkoms, waar 'n werknemer van sy werk af wegbly, uitgesonderd op las of versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(b) bedraes tot Raadsfondse ingevolge klousule 18 van hierdie Ooreenkoms;

(c) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheids-, sieke-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur;

(d) met die skriftelike toestemming van die werknemer, bedrae vir ledesgeld van die vakvereniging;

(e) enige bedrag wat 'n werkgewer ingevolge of kragtens 'n statutêre wet of hofbevel moet of mag aftrek;

(f) enige bedrag wat in ooreenstemming met die gemene reg verreken kan word teen 'n bedrag wat 'n werknemer aan sy werkgewer skuld.

(3) Lone verskuldig ingevolge klousule 4 en alle ander besoldiging verskuldig aan 'n werknemer met 'n weeklikse dienskontrak moet weekliks nie later nie as 5.30 nm. op Vrydag betaal word. Waar Vrydag 'n openbare vakansiedag is, moet betaling op die vorige besigheidsdag, nie later nie as 5.30 nm. gedoen word. Aan 'n werknemer met 'n maandelikse dienskontrak, moet alle besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, betaal word nie later nie as 5.30 nm. op die laaste werkdag van elke maand of nie later nie as 12-uur middag as daardie dag op 'n Saterdag val.

(4) Lone moet betaal word op die plek waar die werknemer werklik in diens is wanneer die loon verskuldig word.

6. WERKURE

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

A. Damesbedryf.

- (a) Vir langer as 46 uur, uitgesonderd etensy, per week;
- (b) vir langer as sewe en 'n half uur tussen 8 vm. en 4.30 nm. op Maandae;
- (c) vir langer as agt uur tussen 8 vm. en 5 nm. op Dinsdae, Woensdae en Donderdae;
- (d) vir langer as nege en 'n kwart uur tussen 7.30 vm. en 5.45 nm. op Vrydae;
- (e) vir langer as vyf en 'n kwart uur tussen 7.30 vm. en 12.45 nm. op Saterdae;

B. Mansbedryf

- (a) Vir langer as 46 uur, uitgesonderd etensy, per week;
 - (b) vir langer as agt en 'n kwart uur tussen 8 vm. en 6 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae;
 - (c) vir langer as vier en 'n drie-kwart uur tussen 8 vm. en 1 nm. op 'n Saterdag.
- (2) Elke werkgewer moet 'n rooster wat die volle name van al sy werknemers meld, op 'n opvallende plek in sy bedryfsinrigting vertoon. Sodanige rooster moet opgeplak word nie later nie as 12-uur middag op die laaste werkdag van die week voor die

(3) An employer shall not accept a premium for the training of an employee to render toilet services; provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

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

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

(a) Except where otherwise provided in the Agreement where an employee absents himself from work otherwise than on the instructions or at the request of his employer, a pro rata amount for the period of such absence.

(b) Contributions to Council funds in terms of clause 18 of this Agreement.

(c) With written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council.

(d) With the written consent of the employee, deductions for subscriptions to the trade union.

(e) Any amount which an employer is compelled or permitted to deduct in terms of any statutory law or order of court.

(f) Any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.

(3) Wages due in terms of clause 4 and any other remuneration due to any employee on a weekly contract of employment shall be paid weekly on Friday at 5.30 p.m. at the latest. Where Friday is a public holiday payment shall be made on the previous business day at 5.30 p.m. at the latest; where an employee is under a monthly contract of employment such employees shall be paid any remuneration due in terms of this Agreement on the last business day of each month at 5.30 p.m. at the latest or at 12 noon at the latest in the event of such a day being a Saturday.

(4) Payment of wages shall be made at the place where the employee is actually engaged at the time the wages fall due.

6. HOURS OF WORK

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

A Ladies' Trade.

- (a) for more than 46 hours excluding meal hours in any one week;
- (b) for more than seven and a half hours between 8 a.m. and 4.30 p.m. on Mondays;
- (c) for more than eight hours between 8 a.m. and 5 p.m. on Tuesdays, Wednesdays and Thursdays;
- (d) for more than nine and a quarter hours between 7.30 a.m. and 5.45 p.m. on Fridays;
- (e) for more than five and a quarter hours between 7.30 a.m. and 12.45 p.m. on Saturdays;

B. Gentlemen's Trade.

- (a) for more than 46 hours excluding meal hours in any one week;
- (b) for more than eight and a quarter hours between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- (c) for more than four and three-quarter hours between 8 a.m. and 1 p.m. on a Saturday.

(2) Every employer shall exhibit in a prominent place in his establishment a time-table setting out the full names of all his employees. Such time-table shall be posted up on or before 12 noon on the last working day of the week preceding the week to

week waarop sodanige rooster betrekking het en moet duidelik die begintye van werk, die etenspouse en die ophoutyd van elke werknemer toon.

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

(4) *Verbod op oortyd.*—Geen werknemer mag toegelaat of verplig word om langer te werk nie as die getal ure voorgeskryf in subklousule (1) of vermeld in die kennisgewing in subklousule (2) van hierdie klousule.

(5) Geen werkgever mag sy perseel op ander tye oophou nie as dié in hierdie klousule voorgeskryf, behalwe om sodanige perseel skoon te maak en te lug.

(6) *Etenspouses.*—Geen werkgever mag van 'n werknemer vereis of hom toelaat om vir langer as vyf uur ononderbroke op 'n dag te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie. Sodanige pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

(a) as sodanige pouse langer as een uur is, enige tydperk van langer as 'n uur en 'n kwart geag word gewone werkure te wees;

(b) werktydperke onderbreek deur 'n pouse van minder as een uur geag word aaneenlopend te wees;

(c) etenspouses tussen 12-uur middag en 2 nm. op elke werkdag behalwe Saterdag geneem moet word.

7. JAARLIKSE VERLOF EN BETALING

(1) Alle statutêre openbare vakansiedae, die tweede dag van Januarie elke jaar of, as daardie dag op 'n Sondag val, die derde dag van Januarie en die dag na Goeie Vrydag wat as Paassaterdag bekend staan, is vakansiedae met volle besoldiging, en geen werkgever mag 'n werknemer toelaat of van hom vereis, en geen werknemer mag instem, om op so 'n dag te werk nie: Met dien verstande dat 'n werkgever nie 'n werknemer vir enige openbare vakansiedag hoef te betaal nie ten opsigte waarvan die werknemer kragtens klousule 15 (9) op bystand geregtig is.

(2) Behoudens die bepalinge van subklousule (4), moet 'n werkgever aan elke werknemer wat by hom in diens is, vir elke voltooide jaar diens by hom—

(a) in die geval van 'n werknemer wat een jaar diens by dieselfde werkgever voltooi het, 15 agtereenvolgende werkdae verlof;

(b) in die geval van 'n werknemer wat twee of meer agtereenvolgende jare diens by dieselfde werkgever voltooi het, 18 agtereenvolgende werkdae verlof;

met volle besoldiging toestaan.

(3) 'n Werkgever moet aan 'n werknemer aan wie verlof kragtens subklousule (2) toegestaan is, sy besoldiging vir die verloftydperk betaal voor of op die laaste werkdag van die werknemer voor die begin van genoemde tydperk of, as die werknemer dit skriftelik versoek, voor of op die eerste betaaldag van so 'n werknemer na verstryking van sy verloftydperk.

(4) Die verlof waarop 'n werknemer ingevolge subklousule (2) geregtig is, moet toegestaan word wanneer dit vir die werkgever redelik gerieflik is: Met dien verstande dat—

(a) as sodanige verlof nie reeds vroeër toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word en dat dit nie kan oploop nie;

(b) as 'n openbare vakansiedag soos in subklousule (1) van hierdie klousule omskryf, in die verloftydperk val, sodanige vakansiedag by dieselfde tydperk gevoeg moet word as 'n verdere verloftydperk in die werknemer moet, wanneer hy die verloftoelae voorgeskryf in hierdie klousule ontvang, terselfdertyd vir sodanige openbare vakansiedag betaal word;

(c) as 'n werknemer sy diens beëindig voordat hy vir verlof in aanmerking kom en nadat hy vir minstens een maand gewerk het, hy minstens die volgende betaal moet word:

(i) In die geval van 'n werknemer in subklousule (2) (a) bedoel, een twintigste;

(ii) in die geval van 'n werknemer in subklousule (2) (b) bedoel, een agtiende;

van sy weekloon op die datum van diensbeëindiging, vir elke voltooide week diens op sodanige datum van diensbeëindiging, terselfdertyd as die finale betaling van lone ingevolge klousule (5) (1);

(d) 'n werknemer wat kennis van diensbeëindiging gegee of ontvang het, in plaas van sodanige kennisgewing, die afwesigheidsverlof met volle besoldiging vir 'n pro rata-tydperk gedurende sodanige opseggingstermyn kan neem en daarbenevens die saldo van die verlofbesoldiging wat ingevolge voorbehoudsbepaling (c) van hierdie subklousule verskuldig is, betaal moet word, welke bedrag aan die Sekretaris van die Raad gestuur moet word vir betaling aan sodanige werknemer;

which such time-tables refers, and shall shown clearly the time of commencing work, the lunch hour interval, and the time of finishing off work of each employee.

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

(4) *Prohibition of overtime.*—No employee shall be permitted or required to work in excess of the number of hours prescribed in subclause (1) or specified in the notice referred to in subclause (2) of this clause.

(5) No employer shall be entitled to keep open his premises at any time other than laid down in this clause save and except for the purpose of cleaning and airing such premises.

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

(a) if such interval be longer than for one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(c) meal breaks shall be taken between 12 noon and 2 p.m. on each and every working day except Saturday.

7. ANNUAL LEAVE AND PAYMENT

(1) All statutory public holidays, the second day of January in each year, or, if that day falls on Sunday, the third day of January and the day after Good Friday, known as Easter Saturday, shall be holidays on full pay, and no employer shall require or permit any employee to work nor shall any employee consent to work on such day; provided that an employer shall not be required to pay an employee for any public holiday in respect of which the employee is entitled to benefits in terms of clause 15 (a).

(2) Subject to the provisions of subclause (4) an employer shall grant to every employee employed by him in respect of each completed year of employment with him—

(a) in the case of an employee who has completed one year's employment with the same employer, 15 consecutive work days' leave;

(b) in the case of an employee who has completed two or more consecutive years' employment with the same employer, 18 consecutive work days' leave;

on full pay.

(3) An employer shall pay to an employee to whom leave is granted under subclause (2) his pay in respect of the period of leave, not later than the last work day of the employee before the commencement of the said period, or, at the written request of an employee, not later than the first pay day for such employee after expiration of his period of leave.

(4) The leave to which an employee is entitled in terms of subclause (2) shall be granted at the reasonable convenience of the employer: Provided that—

(a) if such leave is not granted earlier it shall be granted within two months of the completion of the year of service to which it relates and cannot be accumulated.

(b) should any public holiday as defined in subclause (1) of this clause fall within the leave period, such public holiday shall be added to the same period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance prescribed in this subclause;

(c) should an employee terminate his employment before qualifying for leave and after working for at least one month, he shall be paid not less than—

(i) in the case of an employee referred to in subclause (2) (a) one-twentieth;

(ii) in the case of an employee referred to in subclause (2) (b), one-eighteenth;

of his weekly wage at the date of termination of employment in respect of each completed week of employment on the date of such termination at the same time as the final payment of wages is effected in terms of clause 5 (1);

(d) any employee who has received or who has given notice of terminations of service may in lieu of such notice take the leave of absence in full pay for a pro rata period during the currency of such notice and shall in addition thereto be paid any balance of leave pay due in terms of proviso (c) of this subclause, which amount shall be forwarded to the Secretary of the Council for payment to such employee;

(e) 'n werknemer wat ingevolge subklousule (2) vir verlof kwalifiseer en wie se diens beëindig word voordat sodanige verlof geneem word binne die voorgeskrewe tydperk van twee maande, by sodanige diensbeëindiging vir elke week van sodanige verlof minstens die weekloon betaal moet word wat hy op die datum van diensbeëindiging ontvang het;

(f) die verloftydperk nie mag saamval nie met 'n tydperk van afwesigheid waarin 'n werknemer geregtig is op siekebesoldiging kragtens klousule 15 of met 'n tydperk waarin 'n werknemer militêre opleiding moet ondergaan.

(5) Vir die toepassing van die voorafgaande subklousule moet 'n werknemer se jaar diens waarkragtens hy op sodanige jaarlikse verlof geregtig is, bereken word met ingang van 'n datum 12 maande voor die datum van hierdie Ooreenkoms of met ingang van die datum waarop hy laas op verlof met volle besoldiging geregtig geword het, of met ingang van die datum van indiensneming, naamlik die jongste datum.

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

(7) 'n Tydperk waarin 'n werknemer—

(a) kragtens subklousule (2) met verlof is; of

(b) weens siekte van die werk afwesig is; of

(c) op las of versoek van die werkgewer van die werk afwesig is; of

(d) militêre opleiding ondergaan;

wat altesaam in 'n enkele jaar hoogstens 10 weke beloop ten opsigte van die tydperke vermeld in paragrawe (a), (b) en (c) plus tot vier maande militêre opleiding vermeld in paragraaf (d) wat in daardie jaar ondergaan word, word vir die toepassing van subklousules (2) en (4) geag diens te wees.

(8) Geen werknemer mag in die Haarkappersbedryf vir lone of ander vergoeding werk terwyl hy op verlof met volle besoldiging is nie.

8. DIENSBEËINDIGING

(1) Elke werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis van 46 uur gee en elke werkgewer moet dieselfde kennis gee om die diens van 'n werknemer te beëindig. Sodanige week kennis moet skriftelik gegee word en tree in werking op die werkdag wat volg op die dag waarop sodanige kennis gegee is: Met dien verstande dat dit nie die reg van 'n werkgewer of werknemer raak om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas van kennisgewing.

(2) Die bepalings van hierdie klousule raak nie 'n ooreenkoms wat vir 'n langer kennisgewingstydperk as een week voorsiening maak nie: Met dien verstande dat die kennisgewingstydperk waarvoor ooreenkomstig word, van gelyke duur vir albei partye moet wees. Waar 'n ooreenkoms kragtens hierdie subklousule aangegaan word, moet betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingstydperk waarvoor ooreenkomstig is.

(3) Die kennisgewingstydperk in subklousules (1) en (2) van hierdie klousule bedoel, mag nie saamval nie met, of kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof kragtens subklousule (7) of 'n tydperk van militêre opleiding of 'n afwesigheidstydperk ten opsigte waarvan 'n werknemer op siekebesoldiging kragtens klousule 15 geregtig is.

9. BEVOEGDHEIDCERTIFIKAAT

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens vier lede, waarvan twee werkgewers en twee werknemers moet wees, wat die eksamens vermeld in subklousules (2) en (3) moet afneem en aanbevelings aan die Raad moet doen aangaande die uitreiking van bevoegdheidscertifikate.

(2) Waar 'n werkgewer of werknemer om 'n bevoegdheidscertifikaat aansoek doen, moet hy R1,05 saam met sodanige aansoek aan die Raad (deur bemiddeling van die Sekretaris) stuur. Die Raad moet—

(a) die aansoeker versoek om hom of haar aan 'n eksamen te onderwerp; of

(b) homself oortuig dat die aansoeker op grond van sy jare ondervinding op so 'n sertifikaat geregtig is en so 'n sertifikaat uitreik wanneer daar tot bevrediging van die Raad bewys word dat die aansoeker bevoeg is.

(3) 'n Aansoeker wat versuim om 'n eksamen by te woon sonder om 'n bevredigende rede aan die Komitee te verstrek, verbeur die eksamengeld.

10. BUITEWERK

Terwyl 'n werknemer in die diens van 'n werkgewer in die Haarkappersbedryf is, mag hy nie vir eie rekening of namens of van iemand anders as sy werkgewer—

(1) bestellings werf of neem vir of werk onderneem in die Haarkappersbedryf nie;

(2) handel dryf in toiletbenodigdhede vir verkoop, wins of vergoeding nie.

(e) any employee who qualifies for leave in terms of subclause (2) and whose employment terminates before such leave is taken within the two months' period prescribed shall upon such termination be paid in respect of each week thereof an amount not less than the weekly wage he was receiving at the date of termination in respect of such leave;

(f) the period of leave shall not run concurrently with any period of absence during which an employee is entitled to sick pay in terms of clause 15, nor with any period during which an employee is required to undergo military training.

(5) For the purpose of the preceding subclause, an employee's year of service for which he shall be entitled to such annual leave shall be calculated from a date 12 months prior to the date of this Agreement or from the date on which he last became entitled to leave on full pay, or from the date of engagement, whichever is the later.

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

(7) Any period during which an employee—

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

(b) is absent from work owing to illness; or

(c) is absent from work on the instructions or at the request of the employer; or

(d) is undergoing military training,

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

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

8. TERMINATION OF SERVICE

(1) Every employee, other than a casual employee, shall be required to give not less than one week's notice of 46 hours and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall be given in writing and shall take effect from the working day following the day on which such notice was given, provided that this shall not affect the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient. A week's notice shall mean a full week's work or a full week's pay in lieu of notice.

(2) Provisions of this clause shall not affect any agreement which provides for a longer period of notice than one week; provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this subclause payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The period of notice referred to in subclauses (1) and (2) of this clause shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training or during any period of absence for which an employee is entitled to sick pay in terms of clause 15.

9. CERTIFICATE OF COMPETENCY

(1) A committee shall be appointed by the Council consisting of at least four members, two of whom shall be employers and two of whom shall be employees who shall hold the examinations referred to in subclauses (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 R15 cents to the Council (through the Secretary) which shall—

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

(b) satisfy itself that the applicant by virtue of his years of experience is entitled to such certificate and when it is proved to the satisfaction of the Council that the applicant is competent the Council shall issue such certificate.

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

10. OUTWORK

An employee shall not—

(1) solicit to take orders for or undertake work in the Hairdressing Trade; or

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

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

11. WERKENDE WERKGEWERS

Alle werkende werkgewers in die Haarkappersbedryf moet die ure en ander voorwaardes voorgeskryf vir werknemers in hierdie Ooreenkoms *mutatis mutandis* nakom: Met dien verstande dat as 'n klant op die gewone ophoutyd op enige dag toiledienste ontvang, 'n werkende werkgewer vir nog 'n halfuur kan werk na die gewone ophoutyd van die bedryfsinrigting sodat die toiledienste wat aan die klant gelewer word, voltooi kan word.

12. VERSKAFFING VAN UITRUSTING

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

(a) in die damesbedryf—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie-elektries);
- (v) naelvyle, naelviesskêre en naelviesknippers;
- (vi) setkamme;
- (vii) borsels;
- (viii) krullers;
- (ix) golfknippers;

Met dien verstande dat daar van geen werkgewer vereis mag word om meer as een pond haarnaalde aan 'n enkele werknemer in 'n tydperk van ses maande te verskaf nie;

(b) in die mansbedryf—

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

(c) in gevalle waar die werkgewer 'n "kleurskema" vir baadjies en oorpakke ingestel het wat by die kleurskema van sy salon pas, moet hy die nodige oorpakke en jasse aan sy assistente verskaf.

(2) 'n Werkgewer moet elke haarkappersassistent voorsien van—

(a) minstens een steriliseerkabinet wat te alle tye 'n oplossing van minstens 40 persent formalien moet bevat om alle gereedskap, uitgesonderd skeerkwaste, te steriliseer;

(b) 'n antiseptiese bad wat 'n oplossing formalien of 'n ander geskikte oplossing bevat in die verhouding van 'n halfgallon water tot twee onse formalien of 'n ander geskikte oplossing, ten einde skeerkwaste te steriliseer;

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

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

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

(f) 'n voorraad skoon papier om die gereedskap mee af te vee, veral die skeermes na elke stropslyping;

(g) stiptiek in die vorm van poeier of vloeistof wat as 'n spuitmiddel gebruik of op 'n vars skoon stuk watte aangewend kan word;

(h) 'n houër met 'n deksel waarin vuil papier en watte en hare na elke werksaamheid gegooi kan word.

13. REGISTRASIE VAN WERKNEMERS EN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand met ingang van die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Haarkappersbedryf toetree, moet binne een maand met ingang van die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:

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

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

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

(a) Die volle name van die direkteure, die volle name van die persoon wat werklik elke tak van die onderneming beheer;

(b) die adres van die geregistreerde kantore van die maatskappy;

(c) die volle naam van die sekretaris van die maatskappy en van alle ander ampsdraers van die maatskappy.

11. WORKING EMPLOYERS

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement; provided that for the purpose of attending to a customer who is receiving toilet services at the normal finishing time on any day, a working employer may remain at work for an additional half-hour after the normal finishing time of the establishment to enable the toilet services being rendered to the customer to be completed.

12. PROVISION OF EQUIPMENT

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

(a) in the ladies' trade—

- (i) curling tongs;
- (ii) scissors;
- (iii) combs;
- (iv) clippers (not electric);
- (v) nail files, cuticle scissors and cuticle clippers;
- (vi) setting combs;
- (vii) brushes;
- (viii) curlers;
- (ix) "Goodie" grips;

Provided that no employer shall be required to supply more than 1 lb of hairpins to any one employee in any period of six months;

(b) in the gent's trade—

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

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

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

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

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

(c) at least two shaving brushes so as to allow one brush not in use to be kept in the antiseptic bath;

(d) a freshly laundered towel for the use by the employee in respect of each customer;

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

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

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

(h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

13. REGISTRATION OF EMPLOYEES AND EMPLOYERS

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

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

(2) In the case of a partnership, the full names of all the partners shall in addition to the particulars required in subclause (1) be furnished.

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

(a) The full name of the directors, the full name of the actual person in control of each branch of the business.

(b) Address of the registered offices of the Company.

(c) The full name of the secretary of the company and all other office bearers of the company.

(4) Elke werkgever moet elke maand, wanneer hy die geld ingevolge kousule 18 van hierdie Ooreenkoms aanstuur, die volle name verstrek van alle persone in sy diens, met inbegrip van vakleerlinge.

(5) In geval van 'n verandering in enig een van die besonderhede wat hy ingevolge hierdie kousule moet verstrek, moet elke werkgever binne veertien (14) dae met ingang van die datum waarop sodanige verandering in werking getree het, die Sekretaris van die Raad daarvan in kennis stel.

14. VAKVERENIGINGARBEID

(1) (a) Geen lid van die S.A. Hairdressers' Employees' Industrial Union mag diens by enige werkgever aanvaar wat nie 'n lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association is nie of in die diens bly van 'n werkgever wat opgehou het om lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association te wees nie.

(b) Geen lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association mag 'n werknemer in diens neem wat nie 'n lid van die S.A. Hairdressers' Employees' Industrial Union is nie.

(2) Bewys van lidmaatskap van die S.A. Hairdressers' Employees' Industrial Union is die voorlegging van 'n geldige lidmaatskapskaart wat deur genoemde vakvereniging uitgereik is.

(3) Hierdie kousule is nie van toepassing nie op werknemers vir wie besoldiging in kousules 4 (1) (c) (ii) en 4 (1) (c) (iv) van hierdie Ooreenkoms voorgeskryf word, en ook nie op vakleerlinge nie of waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige rede geweier of beëindig is en die aansoeker sodanige weiering binne 21 dae aan die Raad gerapporteer het.

(4) Die bepalinge van hierdie kousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging geweier het om lid daarvan te word, die bepalinge van hierdie kousule onmiddellik in werking tree.

15. SIEKEBYSTANDSFONDS

(1) Die fonds wat as die Siekebystandsfonds vir die Haarkap-beredryf (hierna die "Fonds" genoem) bekend staan, wat by Goewermentskennisgewing 267 van 11 Februarie 1949 ingestel is, word hierby voortgesit.

(2) Die doel van die Fonds is om mediese, farmaseutiese en siekebystand aan werknemers en werkende werkgevers op wie hierdie Ooreenkoms van toepassing is (hierna lede van die Fonds genoem) gedurende siektetydperke te verskaf.

(3) Die Fonds moet geadministreer word deur die Raad wat reëls betreffende die administrasie van die Fonds moet opstel, wysig en verander, wat nie met hierdie Ooreenkoms op die Wet onbestaanbaar is nie. Kopieë van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Behoudens die bepalinge van subkousule (10), word alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, lede van die Fonds en word alle werkende werkgevers wat dit verkies, as lede aanvaar.

(5) Werknemers word in die volgende groepe ingedeel:

Groep 1.—Werknemers vir wie 'n basiese loon van minder as R5,83 per week voorgeskryf word.

Groep 2.—Werknemers vir wie 'n basiese loon van R5,83 of meer per week maar minder as R13,40 per week voorgeskryf word.

Groep 3.—Werknemers vir wie 'n basiese loon van R13,40 of meer per week maar minder as R20,80 per week voorgeskryf word.

Groep 4.—Werknemers vir wie 'n basiese loon van R20,80 of meer per week voorgeskryf word.

(6) Elke werkgever moet op elke betaaldag die volgende bedrae (hierna die "bydraes" genoem) aftrek van die weekloon van elk van sy werknemers, uitgesonderd vakleerlinge:

Werknemers in Groep 1: 11 sent;
werknemers in Groep 2: 15 sent;
werknemers in Groep 3: 30 sent;
werknemers in Groep 4: 40 sent;

en by die bedrae aldus afgetrek, moet die werkgever die volgende bedrag voeg ten opsigte van elke:

Werknemer in Groep 1: 5 sent;
werknemer in Groep 2: 8 sent;
werknemer in Groep 3: 11 sent;
werknemer in Groep 4: 11 sent;

en as 'n vakleerling hom spesiaal daarom vra, moet hy namens daardie vakleerling bedrae aftrek en bydraes op bogenoemde grondslag betaal.

Waar 'n werknemer met verlof is waarvoor hy die een of ander besoldiging ontvang, moet daar voortgegaan word om sowel sy eie as sy werkgever se bydraes gedurende sodanige verloftydperk te betaal.

(4) Every employer shall disclose monthly, the full names of all persons employed including apprentices when submitting moneys in terms of clause 18 of this Agreement.

(5) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council of a notification of any such change within fourteen (14) days of the date on which such change took effect.

14. TRADE UNION LABOUR

(1) (a) No member of the S.A. Hairdressers' Employees' Industrial Union shall accept employment with any employer who is not a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association, or remain in the employ of any employer who has ceased to be a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association.

(b) No member of the Port Elizabeth and Uitenhage Master Hairdressers' Association shall employ an employee who is not a member of the S.A. Hairdressers' Employees' Industrial Union.

(2) Proof of membership of the S.A. Hairdressers' Employees' Industrial Union shall be the production of a current membership card issued by the said Union.

(3) This clause shall not apply to employees for whom remuneration is laid down in clauses 4 (1) (c) (ii) and 4 (1) (c) (iv) of this Agreement, nor to apprentices, nor where, in the opinion of the Council, membership to a party to this Agreement has been refused, or terminated without reasonable cause, and the applicant has reported such refusal to the Council within 21 days thereof.

(4) The provisions of this 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 his employment in the industry refused any invitation from the trade union concerned to become a member thereof the provisions of this clause shall immediately come into operation.

15. SICK BENEFIT FUND

(1) The fund known as the Hairdressing Industry Sick Benefit Fund (hereinafter referred to as "the fund"), established under Government Notice 267 of the 11th February 1949, is hereby continued.

(2) The object of the fund shall be to provide medical, pharmaceutical and sickness benefits to employees and working employers to whom this Agreement applies, hereinafter referred to as members of the fund, during periods of sickness.

(3) The fund shall be administered by the Council which shall make, amend and alter rules not inconsistent with this Agreement or the Act, governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

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

(5) Employees shall be classified under the following groups:

Group 1.—Employees for whom a basic wage of less than R5,83 per week is prescribed.

Group 2.—Employees for whom a basic wage of R5,83 or more per week but less than R13,40 per week is prescribed.

Group 3.—Employees for whom a basic wage of R13,40 or more per week but less than R20,80 per week is prescribed.

Group 4.—Employees for whom a basic wage of R20,80 or more per week is prescribed.

(6) Each employer shall on each pay day deduct from the weekly wages of each of his employees other than apprentices the following amounts, hereinafter referred to as "contributions":

Employees in Group 1: The sum of 11 cents;
employees in Group 2: The sum of 15 cents;
employees in Group 3: The sum of 30 cents;
employees in Group 4: The sum of 40 cents;

and to the amounts so deducted the employer shall add in respect of every—

employee in Group 1: The sum of 5 cents;
employee in Group 2: The sum of 8 cents;
employee in Group 3: The sum of 11 cents;
employee in Group 4: The sum of 11 cents;

and if specially requested by an apprentice to do so, he shall likewise make deductions and contributions on behalf of that apprentice on the basis aforesaid.

Whenever an employee is on leave in respect of which he receives some remuneration both his own and his employer's contributions shall be continued during the period of such leave.

(7) Elke werkende werkgewer wat as lid aanvaar is, moet 52 sent per week namens homself bydra.

(8) Elke werkgewer moet die totale bedrag ingevolge subklousules (6) en (7) ingevorder, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur tesame met state in ooreenstemming met die Aanhangsel hierby.

(9) A. *Bystand*.—(a) Behoudens die bepalinge van subklousule (11) hiervan, word 'n lid vir elke weeklikse bydrae gekrediteer met agt ure siekebystand tot 'n maksimum van 416 uur en elke lid is geregtig op betaling van siekebystand vir soveel uur as wat dié lid met bystandsure gekrediteer is. Wanneer siekebesoldigingsbystand betaal word, word die getal bystandsure waarmee die betrokke lid gekrediteer is, verminder met die getal ure waarvoor siekebesoldigingsbystand betaal is. Met dien verstande dat geen bedrag afgetrek mag word nie vir 'n openbare vakansiedag in hierdie Ooreenkoms voorgeskryf en voorts met dien verstande dat die saldo van die bystandsure waarmee so 'n lid gekrediteer bly na sodanige siekebystand betaal is, weer met agt ure bystand gekrediteer moet word vir elke verdere weeklikse bydrae tot 'n maksimum van 416 uur.

(b) Die Raad moet by ontvangs van 'n sertifikaat van 'n mediese beampte deur die Raad aangestel, waarin gesertifiseer word dat 'n lid weens 'n ongeluk of siekte nie kan werk of toiledienste kan verskaf nie, siekebesoldiging betaal—

(i) aan die werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word volgens die groep waarin hy laas bygedra het vir elke werkuur verloor weens sodanige ongeluk of siekte, en wel soos volg:

- Groep 1: 5 sent per uur;
- groep 2: 9 sent per uur;
- groep 3: 15 sent per uur;
- groep 4: 21 sent per uur;

(ii) aan 'n werknemer teen een-sesde van so 'n werknemer se gewone weeklikse besoldiging vir elke openbare vakansiedag met besoldiging wat in 'n tydperk val ten opsigte waarvan die werknemer op siekebesoldigingsbystand geregtig is;

(iii) aan 'n werkende werkgewer vir elke uur wat hy weens 'n ongeluk of siekte verhoed word om toiledienste te lewer, teen 13 sent per uur:

Met dien verstande dat—

(aa) geen siekebesoldigingsbystand betaalbaar is nie vir afwesigheid van werk weens siekte vir 'n tydperk van twee gewone weeklikse werkdade of minder;

(bb) elke sertifikaat uitgereik deur 'n mediese praktisyn deur die Raad aangestel, vir slegs sewe dae met ingang van die datum van uitreiking geldig is en voorts met dien verstande dat die Raad, in die geval van langdurige siekte, die sertifikaat van 'n mediese praktisyn kan aanvaar vir 'n langer tydperk wat die Raad vasstel;

(cc) geen betaling vir meer ure as wat kragtens subklousule

(9) (a) van hierdie klousule opgeloopt het, betaalbaar is nie;

(dd) die uitdrukking "uur" 'n gewone uur beteken wat die lid sou gewerk het (afgesien van korttyd of oortyd) as hy nie weens siekte of 'n ongeluk van die werk afwesig was nie:

Voorts met dien verstande dat geen siekebesoldigingsbystand betaal word nie—

(aaa) aan 'n lid wie se siekte, ongesteldheid of kwaal, na die mening van die Raad, toe te skryf is aan wangedrag of die misbruik van bedwelmende drank of dwelmiddels;

(bbb) vir enige gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbesoldiging kragtens klousule 7 van hierdie Ooreenkoms ontvang het;

(ccc) vir enige siekte waarvoor 'n lid skadeloosstelling kragtens die Ongevallewet, 1941, ontvang;

(ddd) vir enige siekte of kwaal wat die gevolg is van of gepaard gaan met swangerskap of 'n vorige swangerskap.

B. *Mediese en farmaseutiese bystand*.—'n Lid is, benewens die siekebesoldigingsbystand in subklousule (9) (a) bedoel op die volgende bykomende bystand geregtig:

(i) Algemene mediese behandeling deur 'n mediese beampte aangestel deur die Raad, binne die bestek van sy ooreenkoms met die Fonds, maar uitgesonderd behandeling vir 'n siekte of kwaal wat die gevolg is van of gepaard gaan met swangerskap of 'n vorige swangerskap;

(ii) inspuitings, uitgesonderd inenting en voorkomende inspuitings, wat deur die mediese beampte toegedien word;

(iii) massering in opdrag van die mediese beampte;

(iv) operasies, hospitaalbehandeling en behandeling deur spesialiste, uitgesonderd X-strale en die toets van oë, op aanbeveling van die mediese beampte, tot 'n maksimum van R20 (twintig rand) vir 'n enkele siekte of ongeluk;

(v) die koste van X-strale tot 'n maksimum van R10 (tien rand) vir 'n enkele siekte of ongeluk;

(vi) voorrade medisyne, salwe, verbande en wasmiddels op gesag van 'n voorskrif onderteken deur die mediese beampte, van 'n apteek deur die Raad aangestel. Met dien verstande dat

(7) Every working employer who has been accepted as 'a member shall contribute 52 cents per week on his own behalf.

(8) Each employer shall forward not later than the seventh day of every month the total sum collected in terms of subclauses (6) and (7) to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, together with statements in accordance with the Annexure hereto.

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

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

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

- Group 1: 5 cents per hour;
- Group 2: 9 cents per hour;
- Group 3: 15 cents per hour;
- Group 4: 21 cents per hour;

(ii) to an employee in respect of any paid public holiday which falls during any period in respect of which the employee is entitled to sick-pay benefits, one-sixth of such employee's ordinary weekly remuneration;

(iii) to a working employer for each hour he is precluded by such accident or illness from rendering toilet services at the rate of 13 cents per hour:

Provided that—

(aa) no sick benefit pay shall be payable in respect of absence from work due to illness for a period of two normal weekly working days or less;

(bb) each certificate issued by a medical practitioner appointed by the Council shall be valid for seven days only from the date of issue, provided that the Council may, in the event of lengthy illness, accept the certificate of a medical practitioner for such longer period as it may determine;

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

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

provided further that no sick pay benefits shall be paid—

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

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

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

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

B. *Medical and pharmaceutical benefits*.—A member shall in addition to the sick pay benefits referred to in paragraph (a) of subclause (9) be entitled to the following additional benefits:

(i) General medical attention from a medical officer appointed by the Council within the scope of his agreement with the fund but excluding attention for any illness or disease arising out of or incidental to pregnancy or any previous pregnancy;

(ii) injections, excluding vaccination and preventative injections administered by the medical officer;

(iii) massage at the direction of the medical officer;

(iv) operations, hospitalised treatment and specialist treatment excluding X-rays and eye testing, on the recommendation of the medical officer up to a maximum of R20 (twenty rand) in respect of any one illness or accident;

(v) the cost of X-rays up to a maximum of R10 (ten rand) in respect of any one illness or accident;

(vi) supplies of medicines, ointments, bandages and lotions on the authority of a prescription signed by the medical officer from a pharmacy appointed by the Council; provided that the

die Fonds nie vir die eerste 40 sent van die koste van die eerste item voorgeskryf deur die mediese beampte en die eerste 15 sent van die koste van elke bykomende item wat die mediese beampte op 'n enkele voorskrif voorskryf, aanspreeklik is nie.

Die Raad moet die koste van mediese behandeling en farmaseutiese voorrade betaal by voorlegging van bevredigende rekenings van die mediese beampte en aptekers deur die Raad aangestel.

(10) Geen werknemer of werkende werkgewer word as lid van van die Fonds aanvaar nie, tensy hy ondersoek is deur 'n mediese praktisyn wat deur die Raad aangestel is en deur sodanige mediese praktisyn vir lidmaatskap aanbeveel is.

(11) Geen lid is geregtig om siekbesoldigingsbystand kragtens paragraaf (A) of mediese en farmaseutiese bystand kragtens paragraaf (B) van subklousule (9) te ontvang nie, tensy hy minstens 13 weke lank bygedra het.

(12) 'n Werknemer of werkende werkgewer se lidmaatskap van die Fonds verval onmiddellik as hy nie meer in die Haarkappersbedryf in diens en/of bedrywig is nie (behalwe weens werkloosheid).

(13) As 'n werknemer werkloos raak, is hy nogtans op siekbesoldigingsbystand kragtens subklousule (9) (a) geregtig in die mate waarin hy met bystandure gekrediteer is op die datum waarop hy werkloos word: Met dien verstande dat hy nie op siekbesoldigingsbystand geregtig is nie gedurende 'n tydperk van werkloosheid waarin hy geregtig is om bystand kragtens die Werkloosheidsversekeringswet, Wet 53 van 1946, te ontvang.

(14) Die koste van mediese diens vereis deur lede weens gebrekkigheid, swaakheid, chroniese siekte of ander kwale waaraan 'n lid op die datum van inwerkingtrekking van hierdie Ooreenkoms gelyk het of 'n siekte wat aan sodanige kwale toe te skryf is of mediese behandeling wat 'n lid nodig het, wat die gevolg is van wangedrag soos in subklousule (9) (A) (b) (aaa) vermeld, word nie deur die Fonds gedra nie.

(15) *Finansiële beheer.*—(a) Alle geld wat aan die Fonds betaal word, moet in 'n spesiale rekening gedeponeer word wat op naam van die "Siekfondse vir die Haarkappersbedryf" geopen moet word by 'n bank deur die Raad goedgekeur. Die Sekretaris moet behoorlike rekeningboeke hou, sowel as 'n register van lede en hul bydraes en van betalings wat namens hulle gedoen is.

(b) Bystand word gestaak sodra die bedrag in die krediet van die Fonds minder as R100 is, en dit word nie hervat nie totdat die bedrag in die krediet van die Fonds R200 beloop.

(c) Die Sekretaris moet so gou as moontlik na 31 Desember elke jaar 'n staat opstel wat die geld toon wat ontvang is, asook besonderhede van uitgawes gedurende die 12 maande geëindig 31 Desember. Sodanige staat moet aan 'n openbare rekenmeester aangestel deur die Raad vir ouditering voorgelê word en dan aan die Raad voorgelê word, tesame met die openbare rekenmeester se verslag daaroor. Die geouditeerde staat en die openbare rekenmeester se verslag daaroor moet ter insae by die hoofkantoor van die Raad wees en kopieë daarvan moet aan die Nywerheidsregistrator gestuur word.

(d) Die Fonds is aanspreeklik vir alle uitgawes wat vir die administrasie van die Fonds aangegaan is.

(e) Alle betalings deur die Fonds moet per tjek op die Fonds se rekening geskied. Sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is.

(f) Alle geld wat die Raad as 'n surplus beskou nadat daar aan die Fonds se vereistes voldoen is, kan by 'n bank of geregistreerde bouvereniging gedeponeer word: Met dien verstande dat genoeg geld in likwiede vorm beskikbaar gehou word om die Fonds in staat te stel om onmiddellik op aanvraag sy verpligtinge na te kom.

(g) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, moet die Raad voortgaan om die Fonds te administreer: Met dien verstande dat as hierdie Ooreenkoms verstryk en 'n daaropvolgende ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, nie binne ses maande van sodanige verstrykingsdatum aangegaan word of die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander Fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel is nie, die Fonds gelikwiede moet word.

(16) *Likwidasie.*—(a) Die Fonds moet gelikwiede word as die Raad se registrasie ingetrek word en na enige ooreenkoms wat in werking is, verstryk het of wanneer die Raad besluit dat die Fonds gelikwiede moet word.

(b) Die firma Syfret's Trust and Executor (Eastern Cape) Ltd, moet as trustees aangestel word en moet, in geval van likwidasie en nadat alle krediteure, administrasie- en likwidasielaste betaal is, die geld wat in die krediet van die Fonds oorbly, soos volg verdeel:

(i) As die geld wat in die krediet van die Fonds oorbly, hoogstens R300 is, moet 33½ persent aan die Port Elizabeth en Uitenhage Master Hairdressers' Association betaal word en 66½ persent aan die South African Hairdressers' Employees' Industrial Union, Port Elizabeth en Uitenhage.

fund shall not be liable for the first 40 cents of the cost of the first item prescribed by the medical officer and the first 15 cents of the cost of each additional item that may be prescribed by the medical officer on any one prescription.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacists appointed by the Council.

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

(11) No member shall be entitled to receive either sick pay benefits in terms of paragraph (A) or medical and pharmaceutical benefits in terms of paragraph (B) of subclause (9) unless he has contributed for at least 13 weeks.

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

(13) In the event of an employee becoming unemployed he shall nevertheless continue to be entitled to sick pay benefits in terms of paragraph (a) of subclause (9) to the extent of the number of benefit hours to his credit at the date he becomes unemployed; provided that he shall not be entitled to any sick pay benefits during any period of unemployment during which he may be entitled to receive benefits in terms of the Unemployment Insurance Act, No. 53 of 1946.

(14) Medical service required by members in respect of any deformity, infirmity, chronic disease or other ailments from which a member was suffering at the date of commencement of this Agreement, or any illness attributable to such ailments shall not be a charge upon the fund, nor any medical attention required by a member which is the result of conduct such as is referred to in subclause (9) (A) (b) (aaa).

(15) *Financial control.*—(a) All moneys paid in to the fund shall be deposited in a special account to be opened in the name of the "Hairdressing Trade Sick Fund" at a bank approved by the Council. Proper books of accounts shall be kept by the secretary as well as a record of members and of their contributions and of payments made on their behalf.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below R100 and shall not recommence until the amount standing to the credit of the fund has reached the sum of R200.

(c) The Secretary shall, as soon as possible, after 31 December each year prepare a statement showing moneys received and details of expenditure during the 12 months ended 31 December. Such statement shall be submitted for audit to a public accountant appointed by the Council and submitted to the Council together with the public accountant's report. The audited statement and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies thereon shall be sent to the Industrial Registrar.

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

(e) All payments by the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the fund's requirements may be placed on deposit with a bank or registered building society, provided that sufficient money is kept in such liquid form as to enable the Fund to meet its liabilities immediately it is called upon to do so.

(g) 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 Council; provided that in the event of such expiry a subsequent agreement for the continuation of the Fund is not being negotiated within a period of six months from the date of such expiry, or the Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original fund was created, the fund shall be liquidated.

(16) *Liquidation.*—(a) The fund shall be liquidated in the event of the Council becoming de-registered and after any agreement which is in operation has expired, or by resolution of the Council to the effect that the fund shall be liquidated.

(b) There shall be appointed as trustees, the firm of Syfret's Trust and Executor (Eastern Cape) Ltd, who shall in the event of liquidation and after all creditors, administration and liquidation expenses have been paid, dispose of the moneys remaining to the credit of the fund in the following manner:

(i) If such money's remaining to the credit of the fund do not exceed R300, 33½ per cent shall be paid to the Port Elizabeth and Uitenhage Master Hairdressers' Association; and 66½ per cent shall be paid to the South African Hairdressers' Employees' Industrial Union, Port Elizabeth and Uitenhage.

(ii) As die geld wat in die krediet van die Fonds oorbly, meer as R300 is, moet een-derde ($\frac{1}{3}$) van die geld by die Staatskuld-kommissaris gedeponeer word, wat dit tydelik moet belê tot tyd en wyl daar ingevolge hierdie subklousule oor beskik word en die geld aldus gedeponeer, word geag "deposits" ooreenkomstig artikel 9 van die Openbare Schuld Kommissarissen Wet (Wet 18 van 1911) te wees. Die Nywerheidsregistrator kan daarna gelas dat sodanige geld of 'n gedeelte daarvan betaal word aan die Raad of aan 'n nuwe raad wat vir die Haarkappers-bedryf in die landdrostrikte Port Elizabeth en Uitenhage geregistreer word met die doel om 'n dergelike siekebystand-fonds in te stel in die gebiede hierbo vermeld. Na verstryking van twee jaar van die datum af waarop sodanige geld by die Staatskuld-kommissaris gedeponeer is, kan die Nywerheidsregistrator gelas dat genoemde geld of daardie gedeelte wat nie aan die Raad of 'n nuwe raad betaal is nie, gelykop tussen die werkgewersorganisasie en die vakvereniging verdeel word. As of die werkgewersorganisasie of die vakvereniging opgehou funksioneer het, kan die Nywerheidsregistrator gelas dat die organisasie wat opgehou funksioneer het se deel in die Gekonsolideerde Inkomstefonds gestort word. Die oorblywende twee-derdes ($\frac{2}{3}$) van die geld moet verdeel word op die wyse in paragraaf (i) hierbo uiteengesit.

(iii) As die trustees om die een of ander rede nie in staat is om al die geld of 'n gedeelte daarvan aan die vakvereniging of die werkgewersorganisasie te betaal nie moet sodanige geld by die Staatskuld-kommissaris gedeponeer word vir tydelike belegging in ooreenstemming met die bepalings van paragraaf (ii) hierbo.

(c) As die trustees in subklousule (16) (b) vermeld, om die een of ander rede nie in staat is nie of onwillig is om op te tree, moet 'n trustee deur die Nywerheidsregistrator aangewys, aangestel word.

16. SIEKTEVERLOF

(1) 'n Werkgewer moet aan 'n werknemer, uitgesonderd 'n los werknemer, wat by hom in diens is en van die werk afwesig is weens ongeskiktheid en nie vir lidmaatskap van die Siektefonds vermeld in klousule 15 in aanmerking kom nie, minstens altesaam 36 werkdag siekteverlof toestaan gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom en so 'n werknemer vir die tydperk van afwesigheid kragtens hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk sou gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging as een werkdag vir elke voltooide maand diens geregtig is nie;

(ii) 'n werkgewer, as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie subklousule deur 'n werknemer geëis word vir afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisinier onderteken is en waarop die aard en duur van die werknemer se ongeskiktheid aangedui word: Met dien verstande dat waar 'n werknemer gedurende 'n tydperk van tot agt weke, by twee of meer geleenthede kragtens hierdie klousule betaling ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik volg op die laaste sodanige geleentheid, van hom kan vereis om so 'n sertifikaat voor te lê ten opsigte van enige afwesigheid van die werk af;

(iii) waar daar ingevolge 'n wet van 'n werkgewer vereis word om die koste van hospitaal- of mediese behandeling vir 'n werknemer te betaal, en hy dit wel betaal vir enige ongeskiktheid, die bedrag aldus betaal, afgetrek kan word van die betaling wat ingevolge hierdie subklousule verskuldig is vir afwesigheid met siekteverlof weens sodanige ongeskiktheid;

(iv) die bepalings van hierdie subklousule nie van toepassing is nie op 'n tydperk van ongeskiktheid van 'n werknemer waarvoor die werkgewer ingevolge enige ander wet verplig is om die werknemer minstens sy loon te betaal.

(2) Vir die toepassing van hierdie klousule—

(a) omvat "besoldiging" of "loon" ook die lewenskostetoelae wat ingevolge 'n wet of andersins aan 'n werknemer betaal word of betaalbaar is;

(b) omvat "diens" ook enige tydperk waarin 'n werknemer—

(i) kragtens klousule 7 (2) met verlof is; of

(ii) kragtens subklousule (1) met siekteverlof is; of

(iii) op las of versoek van sy werkgewer van die werk afwesig is; of

(iv) militêre opleiding ondergaan;

wat altesaam in 'n enkele jaar hoogstens 10 weke beloop ten opsigte van die tydperke in subparagrafe (1), (ii) en (iii) bedoel, plus tot vier maande militêre opleiding in subparagraaf (iv) bedoel, wat in daardie jaar ondergaan is, en aaneenlopende diens van 'n werknemer by dieselfde werkgewer onmiddellik

(ii) If such money remaining to the credit of the fund exceeds R300 then one-third ($\frac{1}{3}$) of such moneys shall be deposited with the Public Debt Commissioners for temporary investment pending the disposal thereof in terms of this sub-clause and the moneys so deposited shall be regarded as "deposits" in terms of section 9 of the Public Debt Commissioners Act, 1911 (Act 18 of 1911). The Industrial Registrar may thereafter direct that such money or any portion thereof be paid to the Council or any new Council registered for the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage for the purpose of establishing any similar sick benefit fund in the areas referred to above. After the expiry of two years from the date on which any such money was deposited with the Public Debt Commissioners, the Industrial Registrar may direct that the said money or that portion which has not been so paid to the Council or a new Council be paid in equal shares to the employers' organisation and the trade union. In the event of either the employers' organisation or the trade union having ceased to function, the Industrial Registrar may direct that the share of the organisation that has ceased to function be paid into the Consolidated Revenue Fund. The remaining two-thirds ($\frac{2}{3}$) of such moneys shall be divided in the manner set forth in paragraph (i) above.

(iii) In the event of the trustees being unable for any reason to pay all or any portion of the moneys to the trade union or the employers' organisation, such moneys shall be deposited with the Public Debt Commissioners for temporary investment in accordance with the provisions of paragraph (ii) above.

(c) In the event of the trustees mentioned in subclause (16) (b) being for any reason unable or unwilling to act, a trustee as designated by the Industrial Registrar shall be appointed.

16. 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 and who is not eligible for membership of the Sick Fund referred to in clause 15, not less than 36 work days' sick leave in the aggregate during any period of 36 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 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 subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this subclause 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) where an employer is by law 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 subclause in respect of absence on sick leave because of such incapacity;

(iv) the provisions of this subclause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his wage.

(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 subclause (2) of clause 7; or

(ii) is on sick leave in terms of subclause (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 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in subparagraph (iv) undergone in that year, and any continuous employment which

voor die datum van inwerkingtreding van hierdie Ooreenkoms, word vir die toepassing van hierdie klousule geag diens te wees, en siekverlof met volle besoldiging wat aan so 'n werknemer toegestaan word gedurende so 'n tydperk, word vir die toepassing van hierdie klousule geag kragtens hierdie Ooreenkoms toegestaan te wees; en

(c) beteken "ongeskiktheid" arbeidsongeskiktheid weens siekte of 'n besering, uitgesonderd siekte of 'n besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige ongeskiktheid veroorsaak deur 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet (Wet 30 van 1941) betaalbaar is, geag word ongeskiktheid te wees, slegs gedurende 'n tydperk waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

17. VRYSTELLINGS

(1) Die Raad kan enigeen om 'n afdoende rede van enigeen van die bepalings van hierdie Ooreenkoms vrystel.

(2) Die Raad moet, ten opsigte van almal aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word asook die tydperk waarvoor die vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, na een week skriftelike kennis aan die betrokke persone gegee is, enige vrystellingstifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling in ooreenstemming met subklousule (1) van hierdie klousule verleen is, 'n vrystellingstifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

- (a) Die volle naam van die betrokke persoon;
 - (b) Die bepalings van die Ooreenkoms waarvan hy vrygestel is;
 - (c) die voorwaardes vasgestel in ooreenstemming met die bepalings van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen is; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) 'n kopie behou van elke stifikaat wat uitgereik is en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, stuur;
 - (b) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgever stuur.

18. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgever vyftien sent (15c) per week aftrek van die verdienste van elk van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en vyf sent (5c) van elke los werknemer vir elke week waarin hy by daardie werkgever in diens was. By die totale bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad stuur: Met dien verstande dat die bepalings van hierdie klousule nie op 'n vakleerling of 'n algemene assistent van toepassing is nie.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgever moet aan werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die administrasie van die Ooreenkoms. Dit is die plig van elke werkgever en elke werknemer om sodanige persoon toe te laat om dié persele binne te gaan, dié navrae te doen en te voltooi en dié boeke, dokumente, loonstate, tydstate en betaalkaarte te ondersoek en alles te doen wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word. Niemand mag 'n valse verklaring aan so 'n agent in die loop van sy ondersoek doen nie.

21. VERTONING VAN OOREENKOMS

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

22. BEHEER VAN PERSELE

Geen werkgever mag die Haarkappersbedryf beoefen nie op 'n perseel—

- (a) wat nie behoorlik verlig en geventileer en van 'n voldoende voorraad lopende water voorsien is nie;
- (b) wat nie oor geglasuurde wasbakke met vuilwaterpype in 'n stelsel vir die onskadelike wegdoening van vuilwater beskik nie;

an employee has had with the same employer immediately before the date of commencement of this Agreement shall for the purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall for the purposes of this clause be deemed to be granted under this Agreement; and

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

17. EXEMPTIONS

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

(2) The Council shall fix, in respect of any persons granted exemption under the provisions of subclause (1) of this clause, conditions subject to which such exemption is granted, and the period during which such exemption shall operate; provided that the Council may, if it 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 subclause (1) of this clause, a licence of exemption, signed by him setting out—

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

(4) The Secretary of the Council shall—

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

18. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct fifteen (15) cents per week from the earnings of each of his employees for whom wages are prescribed in this Agreement, and five (5) cents for each casual employee in respect of each week during which he was employed by that employer. To the total amounts so deducted the employer shall add a like amount and remit the total sum to the Secretary of the Council not later than the seventh day of each month, provided that the provisions of this clause shall not apply to an apprentice, or a general assistant.

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

20. AGENTS

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

21. 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.

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

(e) waarvan n gedeelte as slaapvertrek of 'n plek vir die bewaring of voorbereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word, van sodanige plek geskei is deur middel van 'n muur of mure sonder deure, vensters, openings of 'n ander verbinding daarmee.

19

Ons sluit 'n tjek in ten bedrae van... R

19

Group 1.—Less than R5,83 per week employee contributes 11c, employer 5c A _____
Group 2.—R5,83 per week but less than R13,40, B _____
employee contributes 15c employer 8c.
Group 3.—R13,40 per week but less than R20,80, C _____
employee contributes 30c, employer 11c.
Group 4.—R20,80 per week and over, employee 1 _____
contributes 40c, employer 11c.
We enclose cheque for.....R _____

RAADSHEFFINGS

Alle werknemers, uitgesonderd vakleerlinge en algemene assistente dra 15c per week by en los werknemers 5c per week. Werkgewers dra in elke geval 'n gelyke bedrag by.

No. R. 485

30 Maart 1972

WET OP WINKELS EN KANTORE, 1964

HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE.—VRYSTELLING VAN SIEKTE-VERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 14 (1) van die Wet op Winkels en Kantore, 1964, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 484 van 30 Maart 1972 kragtens die Wet op Nywerheids- versoenig, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 7 van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge klousule 15 van genoemde Ooreenkoms op siektebystand geregtig is.

M. VILJOEN, Minister van Arbeid.

COUNCIL LEVIES

All employees other than apprentices and general assistants contribute fifteen (15) cents per week and casual employees five (5) cents per week. Employers contribute a like amount in each case.

No. R. 485

30 March 1972

SHOPS AND OFFICES ACT, 1964

HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, in terms of section 14 (1) of the Shops and Offices Act, 1964, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 484 of 30 March 1972 may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 7 of the first-mentioned Act, in respect of employees who are entitled to sick benefits in terms of clause 15 of the said Agreement.

M. VILJOEN, Minister of Labour.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind die stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

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