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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 67 19 Januarie 1973

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF, PRETORIA

Ek, Cornelius Petrus Mulder, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat 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 genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c), 16, 17, 18 en 19 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 landdrosdistrik Pretoria; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (2) (c) en 16 tot en met 21, 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 landdrosdistrik Pretoria *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

C. P. MULDER, Waarnemende Minister van Arbeid.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 67 19 January 1973

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, PRETORIA

I, Cornelius Petrus Mulder, Acting Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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 said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c), 16, 17, 18 and 19 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 Magisterial District of Pretoria; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Pretoria 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 said Agreement, excluding those contained in clauses 1 (a), 2, 5 (2) (c) and 16 to 21 inclusive, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

C. P. MULDER, Acting Minister of Labour.

BYLAE

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF
(PRETORIA)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Pretoria Master Hairdressers' Association

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

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

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

wat die partye is by die Nywerheidsraad vir die Haarkappers-bedryf (Pretoria).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet in die landdrosdistrik Pretoria nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Haarkappersbedryf uitoefen en deur alle werknemers wat lede van die vakvereniging is en in die bedryf werksaam is.

(b) Ondanks paragraaf (a) is hierdie Ooreenkoms—

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

(ii) slegs van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie, met die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens aangegaan of enige voorwaarde wat ingevolge daarvan vasgestel is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Arbeid ingevolge artikel 48 van die Wet vasgestel mag word, en bly van krag 3 (drie) jaar lank of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoenig, 1956;

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

"vakleerling" 'n werknemer wat in diens is ingevolge 'n skriftelike leerkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of beskou word daarkragtens geregistreer te wees en sluit minderjarige in wat ingevolge genoemde Wet op proef aangestel is;

"gekwalifiseerde haarkappersassistent" 'n werknemer, uitgesonderd 'n vakleerling, wat een of meer van die werksaamhede verrig wat in hierdie woordomskrywing onder die omskrywing van toilet dienste voorkom en wat—

(a) 'n leerlingkap uitgedien het ingevolge die Wet op Vakleerlinge, 1944;

(b) geslaag het in 'n finale bedryfstoets ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of in besit is van 'n vaardigheidsertifikaat uitgereik ingevolge artikel 6 van genoemde Wet; of

(c) in besit is van 'n bevoegdheidsertifikaat wat voor Julie 1962 uitgereik is deur 'n Nywerheidsraad vir die Haarkappersbedryf of deur 'n ander liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;

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

"klerk, ontvangsdame en/of telefonis," 'n vroulike werknemer wat hoofsaaklik in diens geneem word met die doel om kliente te ontvang of afsprake per telefoon of andersins aan te neem en/of boekhouwerk te doen of enige ander vorm van klerklike werk te verrig, benewens die hantering van kontant en die waarneem van toonbankverkope;

"klerk, ontvangsdame en/of telefonis, gekwalifiseer," 'n klerk, ontvangsdame en/of telefonis met minstens 3 (drie) jaar ondervinding;

"klerk, ontvangsdame en/of telefonis, ongekwalifiseer," 'n klerk, ontvangsdame en/of telefonis met minder as 3 (drie) jaar ondervinding;

"algemene bediende" 'n werknemer wat by 'n werkgever in diens is vir skoonmaak, vee, skoenoets, boodskappe doen, kopies en/of toiletgerei was;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE (PRETORIA)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Pretoria 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
(Northern Transvaal Branch)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act, and remain in force for a period of 3 (three) years or for such period as may be determined by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as 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, 1956;

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

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to be registered under the Apprenticeship Act of 1944; and includes a minor employed on probation in terms of the said Act;

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

(a) has served an apprenticeship in terms of the Apprenticeship Act, 1944;

(b) has passed a qualifying trade test under section 7 of the Training of Artisans Act, 1951, or holds a certificate of proficiency issued in terms of section 6 of the said Act; or

(c) holds a certificate of competency issued prior to July 1962 by any Industrial Council for the Hairdressing Trade or such other body as is competent to issue such certificate in the opinion of the Council;

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

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

"clerical employee, receptionist and/or telephonist, qualified," means a clerical employee, receptionist and/or telephonist who has had not less than 3 (three) years' experience;

"clerical employee, receptionist and/or telephonist, unqualified," means a clerical employee, receptionist and/or telephonist who has had less than 3 (three) years' experience;

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

"Raad" die Nywerheidsraad vir die Haarkappersbedryf (Pretoria), geregistreer kragtens artikel 19 van die Wet op Nywerheidsversoenig, 1956;

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

"ondervinding"—

(a) met betrekking tot 'n sjampoeis die totale tydperk of tydperke wat 'n werknemer in die Haarkappersbedryf werksaam was as 'n sjampoeis;

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

"mansbedryf" die afdeling van die Haarkappersbedryf waarin toilet dienste, soos hierin omskryf, verrig word vir mans of vroue wat hul hare volgens 'n mansstyl laat sny;

"damesbedryf" die afdeling van die Haarkappersbedryf waarin toilet dienste, soos hierin omskryf, verrig word, vir vroue of mans wat kartels of manikures wil hê;

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

"deeltydse werknemer" 'n werknemer wat hoogstens vyf gewone werkure per dag en hoogstens 25 gewone werkure per week diens verrig;

"sjampoeis" 'n werknemer van 21 jaar of ouer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

Sjampoeëring, klante voorberei vir opkikkering of bobleiking; aanwending van spoelmiddels of kleursjampoe;

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

"toilet dienste"—

(a) *damesbedryf*, die werksaamhede in verband met die sjampoeëring, sny en skroei van hare, massering (kop of gesig), golwing (vaste, marcel- of water-), die set, kleur, tint, stiler en kam van hare, manikuring, die pluk van werkbroute, bordwerk, trigologiese behandeling en skoonheidsbehandeling;

(b) *mansbedryf*, die sny, skeer, sjampoeëring en skroei van hare, massering (kop of gesig), manikuring en trigologiese behandeling;

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

4. LONE

(1) Behoudens subklousules (2) en (3) van hierdie klousule, mag geen werkgewer lone betaal en mag geen werknemer lone aanneem wat laer is as dié hieronder genoem nie:

(a) *Mansbedryf* (mans of vroue):

(i) Gekwalifiseerde haarkappers-assistent R40,80 per week of R176,80 per maand.

(ii) Los werknemers..... R10 per dag.

(b) *Damesbedryf*:

(i) Gekwalifiseerde haarkappers-assistent, vrou R26,30 per week of R114 per maand wat aangevul moet word met 'n bedrag van minstens R1,15 per week of R5 per maand ten opsigte van 'n werknemer wat in 'n bedryfs-toets geslaag het ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne of soos voorgeskryf ingevolge artikel 16 (2) (h) van die Wet op Vakleerlinge.

(ii) Gekwalifiseerde haarkappers-assistent, man R40,80 per week of R176,80 per maand.

(iii) Los werknemers, mans of vroue R10 per dag.

Los werknemers sal nie op enige kommissie geregtig wees nie.

(c) Algemene bediende, man—

(i) onder 18 jaar..... R8,60 per week;

(ii) 18 jaar en ouer..... R11,50 per week.

Algemene bediende, vrou..... R9,20 per week.

"Council" means the Industrial Council for the Hairdressing Trade (Pretoria), registered in terms of section 19 of the Industrial Conciliation Act, 1956;

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

"experience"—

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

(b) in relation to clerical employee, receptionist and/or telephonist means the total period or periods of employment which an employee has had as a clerical employee, receptionist and/or telephonist;

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

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

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

"part-time employee" means an employee employed for not more than five ordinary working hours per day and not more than 25 ordinary working hours per week;

"shampooist" means an employee of the age of 21 years or over engaged solely in one or more of the following operations:

Shampooing, preparing clients for high-lighting or frosting; applying rinses or colour shampoos;

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

"toilet services" means—

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

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

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

4. WAGES

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

(a) *Gentlemen's trade* (male or female):

(i) Qualified hairdresser's assistant. R40,80 per week or R176,80 per month.

(ii) Casual employees..... R10 per day.

(b) *Ladies' trade*:

(i) Qualified hairdresser's assistant, female R26,30 per week or R114 per month which shall be supplemented by an amount of not less than R1,15 per week or R5 per month in respect of an employee who has passed a trade test in terms of section 7 of the Training of Artisans Act or as prescribed under section 16 (2) (h) of the Apprenticeship Act.

(ii) Qualified hairdresser's assistant, male R40,80 per week or R176,80 per month.

(iii) Casual employee, male or female R10 per day.

Casual employees shall not be entitled to any commission.

(c) General assistant, male—

(i) under 18 years of age..... R8,60 per week;

(ii) 18 years and over..... R11,50 per week.

General assistant, female..... R9,20 per week.

(d) Klerk, ontvangsdame en/of telefonis—

(i) ongekwalifiseerd—

gedurende eerste jaar ondervinding	R13,80 per week of R59,80 per maand;
gedurende tweede jaar ondervinding	R15,92 per week of R69 per maand;
gedurende derde jaar ondervinding	R18,06 per week of R78,30 per maand;
(ii) gekwalifiseerd.....	R20,22 per week of R87,60 per maand.

(e) Sjampeois—

gedurende eerste jaar ondervinding	R9,70 per week of R42 per maand;
gedurende tweede jaar ondervinding	R12 per week of R52 per maand;
daarna minstens.....	R14,31 per week of R62 per maand.

Al die lone in subklousule (1) voorgeskryf moet verder met 5 persent verhoog word na 'n tydperk van twee jaar vanaf die datum waarop hierdie Ooreenkoms in werking tree.

'n Deeltydse werknemer, man of vrou, mag nie minder betaal word nie as twee-derdes van die loon wat vir 'n werknemer van dieselfde klas voorgeskryf word.

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

(3) 'n Werkgewer mag nie 'n premie aanneem vir die opleiding van 'n werknemer as 'n haarkappersassistent nie: Met dien verstande dat hierdie bepaling nie geld ten opsigte van 'n opleidingskema, waartoe 'n werkgewer wettiglik moet bydra nie.

(4) 'n Werkgewer mag niemand as 'n manlike of vroulike haarkappersassistent in diens neem wat nie 'n gekwalifiseerde haarkappersassistent soos in klousule 3 omskryf, en/of 'n vakleerling is nie, tensy die loon van 'n gekwalifiseerde haarkappersassistent betaal word, en behoudens die Raad se goedkeuring, word so 'n werknemer vir die toepassing van hierdie Ooreenkoms geag 'n gekwalifiseerde haarkappersassistent te wees.

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

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

(7) 'n Werkgewer mag nie 'n haarkappersassistent, uitgesonderd 'n gekwalifiseerde haarkappersassistent soos in klousule 3 omskryf, in diens neem sonder om vooraf die Raad se goedkeuring te verkry nie.

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

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

(10) Geen werkgewer mag 'n sjampeois in diens neem nie tensy hy van die Nywerheidsraad verlof ontvang het om dit te doen nadat hy by dié Raad skriftelik aansoek gedoen het om 'n sjampeois in diens te neem.

Alle aansoeke om sjampeois te neem, moet vergesel gaan van geboortsertifikate om te bewys dat die persone 21 jaar of ouer is.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

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

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

- (a) Behoudens klousule 7, as 'n werknemer van sy werk weg- bly, 'n pro rata-bedrag vir 'n tydperk van sodanige afwesigheid;
- (b) bydraes aan Raadsfondse ingevolge klousule 13 van hierdie Ooreenkoms;

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

(i) unqualified—

during first year of experience	R13,80 per week or R59,80 per month;
during second year of experience	R15,92 per week or R69 per month;
during third year of experience	R18,06 per week or R78,30 per month;
(ii) qualified.....	R20,22 per week or R87,60 per month.

(e) Shampooist—

during first year of experience.....	R9,70 per week or R42 per month;
during second year of experience.....	R12 per week or R52 per month;
thereafter not less than.....	R14,31 per week or R62 per month.

All the wages prescribed in subclause (1) above shall be further increased by 5 per cent after a period of two years from the date on which this Agreement comes into operation.

A part-time employee, male or female, shall be paid not less than two thirds of the wage prescribed for an employee of the same class.

(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 wages prescribed in either subclause (1) (a) or subclause (1) (b) of this clause, whichever is the higher.

(3) An employer shall not accept a premium for the training of an employee as a hairdresser's assistant: Provided that this provision 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's assistant unless such person is a qualified hairdresser's assistant as defined under clause 3, and/or an apprentice, unless the wage for a qualified hairdresser's assistant is paid, and subject to the approval of the Council, such employee shall for all purposes of the Agreement be deemed to be a qualified hairdresser's assistant.

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

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

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

(8) 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.

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

(10) No employer may employ a shampooist until he has been granted permission to do so by the Industrial Council after he has submitted a written application for permission to employ a shampooist.

All applications to employ shampooists must be supported by birth certificates proving age to be 21 years or over.

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

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

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

- (a) Save as provided in clause 7, where an employee absents himself from his work a pro rata amount for the period of such absence;
- (b) contributions to Council funds in terms of clause 13 of this Agreement;

(c) ledegeld en ander geld wat die vakvereniging ingevolge klousule 19 toekom;

(d) enige ander aftrekkings volgens wet voorgeskryf.

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

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

6. WERKURE

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

(a) *Mans- en Damesbedryf:*

<i>Maandae en Woensdae</i> —Gewone werkure	Tussen die ure 7
hoogstens agt per dag	vm. en 6 nm.
<i>Dinsdae</i> —Gewone werkure hoogstens vyf	Tussen die ure 7
	vm. en 1 nm.
<i>Donderdae</i> —Gewone werkure hoogstens	Tussen die ure 7
nege	vm. en 6 nm.
<i>Vrydae</i> —Gewone werkure hoogstens 10	Tussen die ure 7
	vm. en 6 nm.
<i>Saterdae</i> —Gewone werkure hoogstens ses	Tussen die ure 7
	vm. en 1 nm.

(b) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om voor die ure in paragraaf (a) vasgestel te begin werk of om na die ure daarin genoem, op te hou werk nie, en geen werknemer mag voor daardie ure begin werk of na die ure daarin genoem, ophou werk nie, en 'n werknemer mag ook geen haarkapperswerk buite die ure vasgestel in paragraaf (a) onderneem of verrig nie. Geen bedryfsinrigting mag buite die ure in paragraaf (a) voorgeskryf, oop wees nie, behalwe om die perseel skoon te maak of te belug.

(c) *Oortydwerk*.—Ondanks die beperkings op werkure in paragraaf (a) hierbo gespesifiseer, kan oortydwerk verrig word behoudens die volgende beperkings:

- (i) 'n Maksimum van 30 uur oortyd in 'n bepaalde jaar;
- (ii) 'n maksimum van ses uur oortyd gedurende 'n bepaalde week;
- (iii) 'n maksimum van twee uur oortyd op 'n bepaalde dag.

Vir oortydwerk moet daar betaal word teen 'n skaal van minstens een en 'n half maal die gewone uurloon vir daardie bepaalde dag. "Uurloon" beteken die weekloon gedeel deur 46 en in die geval van los werknemers die dagloon gedeel deur die getal gewone ure wat vir die dag waarop oortyd gewerk is, voorgeskryf word.

(d) Geen werkende werkgewer in die Haarkappersbedryf mag toegelaat word om enigeen of meer van die werksaamhede soos omskryf onder "toilet dienste" in klousule 3 buite die ure in paragraaf (a) voorgeskryf.

(e) Daar kan van 'n werknemer vereis word om hoogstens 15 minute na ophoutyd te werk om klaar te maak met die toilet dienste wat hy by ophoutyd besig is om aan 'n klant te lewer: Met dien verstande dat daar nie van sodanige werknemer vereis mag word om op meer as vier dae per week dié ekstra 15 minute te werk nie.

(2) *Etenspouses; Dames en Mansbedryf*.—Daar moet aan alle werknemers 'n etenspouse van minstens een uur tussen 11.30 vm. en 2.30 nm. op alle werkdae, uitgesonderd Dinsdae en Saterdae, toegestaan word: Met dien verstande dat—

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

(c) subscriptions and other moneys due to the trade union in terms of clause 19;

(d) any other deductions legally imposed.

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

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

6. HOURS OF WORK

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

(a) *Gents' and Ladies' trade:*

<i>Mondays and Wednesdays</i> —Ordinary hours of work not to exceed eight hours per day	Between the hours of 7 a.m. and 6 p.m.
<i>Tuesdays</i> —Ordinary hours of work not to exceed five hours	Between the hours of 7 a.m. and 1 p.m.
<i>Thursdays</i> —Ordinary hours of work not to exceed nine hours	Between the hours of 7 a.m. and 6 p.m.
<i>Fridays</i> —Ordinary hours of work not to exceed 10 hours	Between the hours of 7 a.m. and 6 p.m.
<i>Saturdays</i> —Ordinary hours of work not to exceed six hours	Between the hours of 7 a.m. and 1 p.m.

(b) No employer shall require or permit an employee to commence work before, or terminate work after the hours laid down in paragraph (a), and no employee shall commence work before or terminate work after these hours, nor shall an employee undertake or perform any hairdressing work outside the hours laid down in paragraph (a). No establishment shall remain open outside of the hours prescribed in paragraph (a) except for the purpose of cleaning or airing the premises.

(c) *Overtime*.—Notwithstanding the limits on hours of work specified in paragraph (a) above, overtime may be worked with the following limitations:

- (i) A maximum of 30 hours overtime in any one year;
- (ii) a maximum of six hours overtime during any one week;
- (iii) a maximum of two hours overtime on any one day.

Overtime shall be paid at a rate of not less than one and a half times the normal hourly rate for that day. "Hourly rate" means the weekly wage divided by 46 and in the case of casual employees the daily wage divided by the number of ordinary hours prescribed for the day on which overtime was worked.

(d) No working employer engaged in the Hairdressing Trade shall be permitted to render to the public any one or more of the operations as defined under "toilet services" in clause 3 outside the hours prescribed in paragraph (a).

(e) For the purpose of attending to a customer who is receiving toilet services at the hands of an employee at the time of finishing of the employee concerned, such employee may be required to remain at work for a period not exceeding 15 minutes after the said finishing time, for the purpose of completing the toilet services being rendered to the customer in the chair: Provided that such employee shall not be required to work the extra 15 minutes on more than four days per week.

(2) *Meal breaks: Ladies' and Gentlemen's trade*.—All employees shall be allowed a break of at least one hour for a meal between the hours of 11.30 a.m. and 2.30 p.m. on all working days except Tuesdays and Saturdays: Provided that—

- (i) no employer shall require or permit an employee to work nor shall an employee work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work;
- (ii) if any such break be longer than for one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
- (iii) periods of work interrupted by a break of less than one hour shall be deemed to be continuous.

(3) *Bywoningsregister*.—Elke werknemer moet elke dag in 'n bywoningsregister wat sy werkgever moet verskaf, die tyd aantekene wanneer hy begin werk en wanneer hy uiteindelik ophou om die dag te werk, sowel as die begin- en ophoutye van enige tydperke gedurende die dag waarin hy nie op diens was nie. Elke werknemer moet so 'n inskrywing maak sodra hy begin of ophou werk en werk vir die dag hervat en hy moet dit doen wanneer dit werklik plaasvind.

(4) *Werkure moet agtereenvolgend wees*.—Afgesien van etenspous, moet 'n werknemer se werkure agtereenvolgend wees.

(5) *Voorbehoudsbepaling*.—Subklousules (2) en (3) van hierdie klousule is nie van toepassing op 'n werknemer wat gereeld 'n basiese loon van meer as R300 per maand of R69,24 per week ontvang nie.

7. JAARLIKSE VERLOF EN BETALING

(1) Alle werknemers, uitgesonderd los werknemers, is geregtig op verlof met volle betaling op alle openbare vakansiedae; dit moet aan hulle toegestaan word en hulle moet dit neem. Behoudens subklousule (2) (a) (ii), wanneer 'n openbare vakansiedag binne die jaarlikse verlof val, moet dit by die verlof gevoeg word as 'n verdere tydperk van afwesigheidsverlof met volle betaling.

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

(ii) 'n Werknemer wat vyf of meer agtereenvolgende jare diens by dieselfde werkgever voltooi het, moet 24 (vier-en-twintig) agtereenvolgende werkdade afwesigheidsverlof met volle besoldiging toegestaan word, bereken teen die loon wat die werknemer in die week onmiddellik voor die verlof ontvang het. Vir die toepassing van hierdie subparagraaf word 'n openbare vakansiedag wat binne die verloftydperk val, geag 'n werkdag te wees.

(b) Elke werkgever moet aan die Sekretaris van die Raad, Southern Lifegebou 75, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, voor of op die 7de dag van elke maand op die vorm in Aanhangsel A voorgeskryf ten opsigte van elkeen van sy werknemers, uitgesonderd los werknemers, 'n bedrag stuur gelyk aan 'n kwart van 'n week se loon en toelaes aan sodanige werknemer ten opsigte van elke maand diens betaal.

(c) Gelde wat die Sekretaris van die Raad ingevolge paragraaf (b) ontvang, moet deur die Raad vir die betrokke werknemer in trust gehou word, en dié gelde mag slegs aan 'n werknemer betaal word wanneer so 'n werknemer met vakansieverlof gaan, van die bedryf wegbly vir die tydperk ten opsigte waarvan betaling in plaas van jaarlikse verlof geskied of die bedryf verlaat, of indien die Raad dit gelas.

(d) Die Raad moet die Trustrekening administreer en alle uitgawes wat in verband met die administrasie van die Trustrekening nagegaan word, kom ten laste van die Raad.

(e) Alle betalings uit die Trustrekening moet geskied by wyse van tjeks wat teen die Trustrekening getrek word en sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is. Die Raad moet 'n rekord hou van elke werknemer ten opsigte van wie betalings ingevolge hierdie klousule geskied asook van die bedrag wat ten behoeve van hom in die Trustrekening inbetaal is.

(f) Die Raad kan enige gelde wat aan die Trustrekening behoort, van tyd tot tyd belê. Met dien verstande dat dié belê word ooreenkomstig die bepalinge van artikel 21 (3) van die Wet en dat alle rente wat op sodanige belegging ooploop, die algemene fondse van die Raad toeval met die oog op die Raad se administrasie van die Trustrekening.

(g) 'n Werknemer wie se diens beëindig word voor die voltooiing van 'n maand diens by 'n werkgever of bedryfsinrigting, is nie op verloffbesoldiging vir hierdie tydperk geregtig nie. Enige verloffbesoldiging wat die werkgever ingevolge paragraaf (b) vir sodanige werknemer aan die Raad betaal het, moet aan sodanige werkgever terugbetaal word.

(h) Indien enige bedrag wat gedurende die voorafgaande 12 maande deur 'n werkgever ingevolge paragraaf (b) minder is as die bedrag waarop sodanige werknemer geregtig sou wees wanneer hy jaarlikse verlof neem, moet die werkgever die verskil, indien daar 'n verskil is, minstens een week voor sodanige werknemer met verlof gaan, aan die Sekretaris van die Raad stuur.

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

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

(3) *Attendance Register*.—Every employee shall each day enter in an Attendance Register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day, and the commencing and finishing times of any periods during the day which he was off duty.

Every employee shall make such entry upon commencing work, ceasing, and resuming work for the day at the time of occurrence.

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

(5) *Savings*.—The provisions of subclauses (2) and (3) of this clause shall not be applicable to an employee who is in receipt of a regular basic wage exceeding R300 per month or R69,24 per week.

7. ANNUAL LEAVE AND PAYMENT

(1) Each employee, except casual employees, shall be entitled to and be granted and shall take leave on full pay on all public holidays. Subject to subclause (2) (a) (ii) whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

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

(ii) An employee who has completed five or more consecutive years' service with the same employer shall be granted twenty-four (24) consecutive working days leave of absence on full pay, reckoned at the wage this employee was receiving the week immediately prior to proceeding on leave. For the purpose of this subparagraph, a public holiday falling within the leave period shall be regarded as a working day.

(b) Each employer shall remit to the Secretary of the Council, 75 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th day of each and every month on the form prescribed in Annexure A in respect of each of his employees, except casual employees, an amount equal to one quarter of a week's wage and allowance paid to such employee in respect of each month of employment.

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

(d) The Trust Account shall be administered by the Council and all expenses incurred in connection with the administration of the Trust Account shall form a charge upon the Council.

(e) All payments from the Trust Account shall be by cheque drawn on the Trust Account and such cheques shall be signed by two persons duly authorised by the Council. The Council shall keep a record of each employee in terms of whom payments are made in terms of this clause and the amount paid to the Trust Account in favour of him.

(f) The Council may invest any of the moneys belonging to the Trust Account from time to time: Provided that such investment shall be made in accordance with the provisions of section 21 (3) of the Act, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Trust Account.

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

(h) Should any amount paid in to the Council by an employer, in terms of paragraph (b), during the preceeding 12 months in respect of an employee be less than the amount such employee would be entitled to receive when proceeding on annual leave, the employer shall forward the difference, if any, to the Secretary of the Council at least one week prior to such employee proceeding on annual leave.

(3) (a) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within two months after the termination of each year of employment, and such an employee shall then absent himself from the employer's place of business during the period of such leave.

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

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

(b) By die toepassing van hierdie klousule word diens geag die volgende in te sluit: Tot vier maande militêre opleiding wat in daardie jaar ingevolge die Verdedigingswet, 1957, ondergaan word, enige tydperk wat die werknemer ooreenkomstig hierdie klousule met verlof afwesig is of op las of op versoek van die werkgewer van sy werk afwesig is of weens siekte of 'n ongeluk van sy werk afwesig is, maar enige tydperk van afwesigheid, weens siekte of 'n ongeluk, van langer as 36 dae in enige 12 maande of langer as twee agtereenvolgende dae word, indien die werknemer versuim om, nadat die werkgewer hom daartoe versoek het, 'n sertifikaat van 'n mediese praktisyn in te dien waarin verklaar word dat hy weens siekte of 'n ongeluk verhinder is om sy werk te verrig, nie geag diens te wees nie.

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

(5) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om in die Haarkappersbedryf te werk, hetsy vir besoldiging of nie, en geen werknemer mag in genoemde Bedryf werk, hetsy vir besoldiging of nie, gedurende enige verloftydperk wat kragtens hierdie Ooreenkoms toegestaan is nie.

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

8. DIENSBEÏNDIGING

(1) Behoudens—

(a) die reg van 'n werkgewer of werknemer om diens om 'n regsgeldige rede sonder kennisgewing te beëindig; of

(b) die bepaling van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer tydperk van kennisgewing bepaal as dié waarvoor hierin voorsiening gemaak word, maar nie langer as 12 maande nie;

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

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

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

(4) Verlof mag nie met diensopsegging saamval nie.

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

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

9. ONTBINDING VAN RAAD

Indien hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan as gevolg van die verloop van tyd of om enige ander rede verval, en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Trustrekening nie binne 'n tydperk van 12 maande vanaf sodanige vervaldatum aangegaan word nie, of indien die Trustrekening nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander trustrekening wat vir dieselfde doeleindes ingestel is as dié waarvoor die oorspronklike Trustrekening gestig is nie, of indien die Raad ontbind word, moet die gelde wat in die krediet van die Trustrekening oorbly, terugbetaal word aan die werkgewers wat daartoe bygedra het.

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

(b) For the purpose of this clause, employment shall be deemed to include up to four months of military training undergone in pursuance of the Defence Act, 1957, in that year, any period during which the employee is on leave in terms of the provisions of this clause, or is absent from work on the instruction or at the request of the employer or is absent from work owing to illness or accident, but any period of absence owing to illness or accident in excess of 36 days in any 12 months or two consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness or accident from doing his work, shall not be deemed to be employment.

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

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

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

8. TERMINATION OF SERVICES

(1) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause legally recognised as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein, but not in excess of 12 months;

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

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

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

(4) Leave and notice shall not run concurrently.

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

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

9. DISSOLUTION OF COUNCIL

In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Trust Account not being negotiated within a period of 12 months from the date of such expiration or the Trust Account not being transferred by the Council within such period to any other Trust Account constituted for the same purposes as that for which the original Trust Account was created or in the event of the dissolution of the Council the moneys standing to the credit of the Trust Account shall be refunded to the employers who had contributed thereto. The Trust Account

Die Trustrekening moet deur die Raad geadmistreer word gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander trustrekening, soos hierbo bedoel, of by 'n latere ooreenkoms voortgesit word.

Bedrae wat nie ingevolge die bepalings van hierdie klousule erugbetaal kan word nie na 'n tydperk van ses maande vanaf die datum waarop dit betaalbaar geword het aan die persone wat daarop geregtig is, moet in die Raad se algemene fonds gestort word en, indien die Raad op dié datum ontbind is, moet jaar met dié bedrae ingevolge artikel 34 (4) van die Wet gehandel word asof dit deel van die algemene fondse van die Raad uitmaak.

10. BUITEWERK

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

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

(2) vir verkoop, winsbejag of beloning in toiletbenodigdhede handel dryf nie.

11. UITLEG VAN OOREENKOMS

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

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

12. VRYSTELLINGS

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

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

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

(a) Die volle naam van die betrokke persoon;

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

(c) die voorwaardes vasgestel ingevolge die bepalings van subklousule (2) van hierdie klousule waarop dié vrystelling verleen word; en

(d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) 'n afskrif hou van elke sertifikaat wat uitgereik word, en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur;

(b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

13. UITGAWES VAN DIE RAAD

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

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

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

(c) Benewens die bedrae in paragrawe (a) en (b) van hierdie subklousule bedoel, moet die volgende bedrag deur elke werkgever betaal word:

(i) Werkgewers wat tot twee werknemers in diens het—75c per maand ten opsigte van elke werknemer aldus in diens.

(ii) Werkgewers wat meer as twee werknemers in diens het—'n bedrag gelyk aan die bedrag wat deur die werknemers betaal word en wat ingevolge subklousule (1) hierbo afgetrek word, of R2 per maand, naamlik die grootste bedrag.

shall during the said period of 12 months or until such time as it is transferred to any other Trust Account referred to above or continued by a subsequent agreement, be administered by the Council.

Any amount which cannot be disposed of in terms of this clause after the expiration of six months from the date it became payable to the person who was entitled thereto shall be paid into the Council's general fund and if the Council has been dissolved by that date, such amount shall be dealt with in terms of section 34 (4) of the Act as if it had formed part of the general funds of the Council.

10. OUTWORK

An employee shall not—

(1) solicit or 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. INTERPRETATION OF AGREEMENT

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

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

12. EXEMPTIONS

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

(2) The Council shall fix, in respect of any persons granted exemption under the provisions of 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, Pretoria;

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

13. EXPENSES OF THE COUNCIL

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

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

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

(c) In addition to the fees referred to in paragraphs (a) and (b) of this subclause, the following amount shall be paid by each employer:

(i) Employers employing up to two employees—75c per month in respect of each employee so employed.

(ii) Employees employing more than two employees—an amount equal to the amount paid by the employees and deducted in terms of subclause (1) above, or R2 per month, whichever is the greater.

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

(4) Alle gelde en botes wat deur die werkgewers en werknemers aan hul onderskeie liggame betaalbaar is, sal deur die Nywerheidsraad ingevorder word en binne 30 dae na ontvangs aan die onderskeie organisasies oorbetal word.

14. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfs-inrigting wat maklik toeganklik is vir sy werknemers, 'n leesbare eksemplaar van hierdie Ooreenkoms in al twee amptelike tale en in die vorm soos in die regulasies ingevolge die Wet voorgeskrif, opplak en opgeplak hou.

15. REGISTRASIE VAN WERKGEWERS

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

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

(2) Elke werkgewer moet maandeliks op die vorm soos voorgeskrif in Aanhangsel A, die volle naam van alle persone in sy diens aantoon.

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

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

(i) Die adres van die geregistreerde kantore van die maatskappy;

(ii) die volle name van die direkteure en die volle naam van die persoon werklik in beheer van elke tak van die besigheid;

(iii) die volle name van die sekretaris van die maatskappy en alle ander ampsbekleërs van die maatskappy.

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

16. AGENTE

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

17. LIDMAATSKAP

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

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

Die bepalings van hierdie klousule is nie van toepassing nie—

(a) op 'n immigrant gedurende die eerste jaar na sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die Bedryf begin werk het, weer om op uitnodiging van die betrokke vakvereniging lid daarvan te word, dié bepalings van hierdie klousule onmiddellik van toepassing word;

(b) op persone wat ingevolge die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie, of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging gesit is.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

(3) The amounts mentioned in subclauses (1) and (2) above shall be remitted to the Secretary of the Council, 75 Southern Life Buildings, Pretorius Street, Pretoria, or to P.O. Box 1237, Pretoria, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(4) All dues and fines payable by employers and employees to their respective bodies will be collected by the Industrial Council and will be paid over to the respective organisations within 30 days of receipt.

14. EXHIBITION OF AGREEMENT

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

15. REGISTRATION OF EMPLOYERS

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

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

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

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

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

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

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

16. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It 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, and pay tickets and do all such acts as may be necessary for the ascertaining whether the conditions of the Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigations.

17. MEMBERSHIP

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

No employer who is a member of the employers' organisation shall engage an employee without the production of a trade union card.

The provisions of this clause shall not apply—

(a) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

(b) to persons who are not eligible in terms of the trade union's constitution for membership, or who have been refused membership of, or expelled from the union.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

19. GELDE BETAALBAAR AAN DIE WERKGEWERS-ORGANISASIE EN DIE VAKVERENIGING

(1) Elke werkgewer moet weekliks of maandeliks, na gelang van die geval, van die lone van sy werknemers die ledegeld en ander gelde aftrek wat aan die vakvereniging verskuldig is ooreenkomstig sy konstitusie, soos van tyd tot tyd deur die Sekretaris van die Raad aan hom meegedeel, en moet die bedrag wat aldus afgetrek is in die vorm in Aanhangsel A hiervan voorgeskryf, voor of op die sewende dag van die maand wat volg op die maand waarin die afrekkings gedoen is, aan die Sekretaris van die Raad, Southern Lifegebou 75, Pretoriusstraat, Pretoria, of Posbus 1237, Pretoria, stuur.

(2) Elke werkgewer wat 'n lid van die werkgewersorganisasie is, moet voor of op die sestigste dag wat volg op elke algemene jaarvergadering van die organisasie alle bedrae verskuldig aan en alle boetes ingevolge die konstitusie van die organisasie opgeleë, aan die Sekretaris van die Raad stuur.

(3) Alle bedrae wat die Raad ingevolge subklousules (1) en (2) ontvang moet binne 30 dae na ontvangs aan onderskeidelik die vakvereniging en werkgewersorganisasie oorbetal word.

20. BEHEER OOR PERSELE

Geen werkgewer mag die Haarkappersbedryf uitoefen in persele—

(a) wat nie behoorlik verlig en geventileer is nie en nie 'n toereikende toevoer van lopende koue en warm water het nie;

(b) wat nie met geglasuurde wasbakke met afvoerpipe en 'n stelsel vir die onskadelike afvoer van vuil water toegevoeg is nie;

(c) waarvan die mure en vloere van materiaal gebou is wat nie skoongehou kan word nie;

(d) wat uitgerus is met rakke, los en vaste toebehore wat nie van glas, marmer of leiklip gemaak of met emalie afgewerk is nie, of met sink of ander maklik afwasbare en duur-same materiaal bedek is nie;

(e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bewaring of bereiding van voedsel gebruik word nie, tensy die gedeelte wat vir die Haarkappersbedryf in gebruik is, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openinge of ander verbindings daarmee.

21. VERSKAFFING VAN UITRUSTING

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

(a) in die damesbedryf—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie-elektries);

(b) in die mansbedryf—

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

(c) waar die werkgewer 'n kleurskema vir baadjies en oorpakke invoer wat pas by die kleurskema van sy salon, moet hy die nodige oorpakke en baadjies aan sy assistente verskaf en dit was en stryk.

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

(a) Minstens een steriliseerkabinet wat te alle tye vir die steriliseer van alle gereedskap, uitgesonderd skeerkwasse, 'n oplossing van minstens 40 persent formalien bevat;

(b) 'n antiseptiese bad, wat 'n formalienoplossing bevat in die verhouding van 'n halfgelling water vir elke twee ons formalien vir die steriliseer van skeerkwasse;

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

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

(e) vloeibare, poeier- of pastaseep of skeerroom;

(f) 'n voorraad skoon papier om gereedskap aan af te vee, in besonder die skeermesse, iedere keer nadat dit geslyp is;

(g) 'n bloedstelpende middel in die vorm van poeier of vloeistof vir gebruik as 'n spuitmiddel of op 'n skoon propie watte;

(h) 'n bedekte houer waarin, na elke behandeling, alle vuil papier, watte en hare gegooi kan word.

19. MONEYS PAYABLE TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

(1) Every employer shall deduct weekly or monthly as the case may be, from the wages of his employees the amount of the subscriptions and other moneys due to the trade union in terms of its constitution as advised by the Secretary of the Council from time to time, and shall forward on the form prescribed in Annexure A hereto, the amount thus deducted to the Secretary of the Council, 75 Southern Life Buildings, Pretorius Street, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th day of each and every month following on the month in which the deductions were made.

(2) Every employer who is a member of the employers' organisation shall not later than 60 days after each annual general meeting of the organisation forward to the Secretary of the Council any amounts due to and any fines levied in terms of the constitution of the organisation.

(3) Any amount received by the Council in terms of sub-clauses (1) and (2), shall be paid over to the trade union and employers' organisation, respectively, within 30 days of receipt thereof.

20. CONTROL OF PREMISES

No employer shall carry on the Hairdressing Trade in premises—

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

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

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

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

(e) any portion of which is used as a sleeping apartment or place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

21. PROVISIONS 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);

(b) in the gentlemen's trade—

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

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

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

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

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

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

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

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

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

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

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

22. SIEKTEVERLOF

(1) 'n Werkgewer moet aan elke werknemer, uitgesonderd 'n los werknemer, wat in sy diens is en wat weens ongeskiktheid van sy werk afwesig is, siekteverlof van minstens 36 werkdade altesaam gedurende enige tydperk van 36 agtereenvolgende maande diens by hom verleen en sodanige werknemer ten opsigte van die afwesigheidstydperk ingevolge hierdie subklousule, 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

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

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

(iii) hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek die werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat die werknemer aangewys het en wat aan die werknemer, in geval van sy ongeskiktheid onder die omstandighede bedoel in hierdie subklousule, die waarborg gee dat altesaam minstens die ekwivalent van sy loon vir 36 werkdade betaal sal word in elke tydperk van 36 maande diens;

(iv) waar daar volgens wet van 'n werkgewer vereis word om vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en hy wel vir sodanige behandeling betaal ten opsigte van enige ongeskiktheid, die bedrag aldus betaal, in mindering gebring kan word teen die betaling wat ten opsigte van afwesigheid met siekteverlof as gevolg van sodanige ongeskiktheid, ingevolge hierdie subklousule verskuldig is.

(2) Vir die toepassing van hierdie klousule—

(a) omvat "loon" of "besoldiging" ook enige lewenskoste-toelae wat ingevolge enige wet of op 'n ander wyse aan 'n werknemer betaal word of aan hom betaalbaar is;

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

(i) ingevolge klousule 7 van hierdie Ooreenkoms met verlof afwesig is; of

(ii) ingevolge subklousule (1) met siekteverlof afwesig is; of

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

(iv) militêre opleiding ondergaan;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke behoort ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) bedoel word en wat in daardie jaar ondergaan is; en enige aaneenlopende diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms, word by die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer verleen is, word by die toepassing van hierdie klousule geag siekteverlof te wees wat ingevolge hierdie Ooreenkoms verleen is; en

(c) beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd siekte of besering veroorsaak deur die werknemer se eie wangedrag: Met dien verstande dat, in gevalle van ongelukke, alleenlik dié voordele betaalbaar is wat nie as vergoeding ingevolge die Ongevallewet, 1941, of die Motorvoertuigassuransiewet, 1942, betaalbaar is nie.

23. KONTRAKTE

Geen werkgewer of werknemer mag enige skriftelike dienskontrak of ander diensvoorwaarde aangaan nie tensy die bepalinge van die voorgestelde kontrak eers aan die Raad voorgeleë is en die Raad die partye wat daarby betrokke is, van sy kommentaar voorsien het. Sodanige kommentaar moet binne 30 (dertig) dae na ontvangs van die voorgestelde kontrak deur die Raad aan die partye verstrekkend word.

Enige sodanige kontrak wat aangegaan is voordat hierdie Ooreenkoms van krag geword het, moet binne 30 (dertig) dae na die datum van inwerkingtreding van hierdie Ooreenkoms aan hierdie Raad voorgeleë word.

22. SICK LEAVE

(1) An employer shall grant to any employee, other than a casual employee, employed by him who is absent from work through incapacity, not less than 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 such employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this 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) this subclause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this subclause the payment to him of not less than in the aggregate the equivalent of his wages for 36 work days in each period of 36 months of employment;

(iv) where an employer is legally required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

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

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

(i) is on leave in terms of clause 7 of this Agreement; or

(ii) is on sick leave in terms of 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 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 have been 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, in cases of accident, only such benefits shall be payable as are not compensatable under the Workmen's Compensation Act, 1941, or Motor Vehicle Insurance Act, 1942.

23. CONTRACTS

No employer or employee shall enter into any written contract of service or other conditions of employment, unless the terms of the proposed contract have first been submitted to the Council, and the Council has furnished the parties thereto with its comments. Such comments shall be submitted to the parties within 30 (thirty) days of date of receipt of the proposed contract by the Council.

Any such contract entered into prior to the coming into operation of this Agreement shall be submitted to this Council within 30 (thirty) days from the date of coming into operation of this Agreement.

24. HEALTH (X-RAY FOR T.B.)

Each and every employee in the Hairdressing Trade shall within one month of the date on which this Agreement comes into operation and any employee entering the Hairdressing Trade after that date shall within one month of the date of commencing the Hairdressing Trade cause herself/himself to be X-rayed and shall thereafter again cause herself/himself to be X-rayed every two years. The employer shall grant the employee sufficient time off for this purpose.

25. *ULTRA VIRES*

Should any provision of this Agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of the Agreement.

Signed for and on behalf of the parties at Pretoria this 25th day of September 1972.

W. GRAVELL, Chairwoman of the Council.
L. Y. VAN SCHALKWYK, Vice Chairwoman of the Council.
R. ROUX, Secretary of the Council.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA)

Opgaweno.....

Hierdie opgawe moet by die Sekretaris ingedien word voor of op die sewende dag van elke maand wat volg op die maand waarvoor hierdie opgawe ingevul word.

Telefoon.....

Posbus.....

ANNEXURE A.

MONTHLY RETURN BY EMPLOYER

Return No.....

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

Telephone.....

P.O. Box.....

[illegible]

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(PRETORIA)

DIENSSERTIFIKAAT

No.

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

Handtekening van werkgewer

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

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE (PRETORIA)

CERTIFICATE OF SERVICE

Name of salon..... No.....

Address of salon.....

Name of employee (in full).....

Sex..... Age.....

Employed as.....

Wages..... per week/per month.

Date started..... Date left.....

Remarks.....

Signature of employer

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

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