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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1240

8 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF (WITWATERSRAND)

Ek, Stephanus Petrus Botha, 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 op 30 April 1980 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 15 (2) en (3), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 15 (2) en (3), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

61366—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1240

8 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE (WITWATERSRAND)

I, Stephanus Petrus Botha, 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 30 April 1980, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations 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 (1) (a), 2, 5 (2) (c), 15 (2) and (3), 18, 19 and 20, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 15 (2) and (3), 18, 19 and 20, 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.

S. P. BOTHA, Minister of Labour.

5647—1

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(WITWATERSRAND)

OOREENKOMS

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

Witwatersrand Master Hairdressers' Association
en die

Western Transvaal Master Hairdressers' Association
(hierna die "werkgewers" of die "werkgewersorganisasies", genoem aan die een kant, en die

South African Hairdressers Employees' Industrial Union
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Witwatersrand).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;

(b) in die munisipale gebiede van Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging, soos die gebiede op 6 November 1939 saamgestel was en in die munisipale gebiede van Klerksdorp, Orkney en Stilfontein.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—

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

(b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer werksaam ingevolge 'n skriftelike leerkontrak wat geregistreer is ooreenkomstig die Wet op Vakleerlinge, 1944, en ook 'n minderjarige wat ooreenkomstig artikel 19 daarvan in diens geneem is;

"los werknemer" 'n haarkapper (gekwalfiseer) (man of vrou) wat hoogstens twee dae in 'n bepaalde week by dieselfde werkgewer werk;

"kommissie" enige bedrag wat aan 'n werknemer verskuldig is kragtens 'n ooreenkoms tussen 'n werkgewer en sy werknemer ooreenkomstig klousule 6;

"Raad" die Nywerheidsraad vir die Haarkappersbedryf (Witwatersrand), wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge artikel 19, gelees met artikel 2 van die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" enige perseel waarin toilet dienste aan Blankes gelever word;

"ondervinding"—

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

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

"algemene assistent" 'n werknemer wat persele skoonmaak en/of uitvee, skoene skoonmaak, boodskappe doen en gerei en/of toiletbenodigdhede was;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE (WITWATERSRAND)

AGREEMENT

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

Witwatersrand Master Hairdressers' Association
and the

Western Transvaal Master Hairdressers' Association
(hereinafter called the "employers" or the "employers' organisations"), of the one part, and the

South African Hairdressers Employees' Industrial Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Hairdressing Trade—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union;

(b) in the municipal areas of Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging as these areas were constituted as at 6 November 1939 and in the municipal areas of Klerksdorp, Orkney and Stilfontein.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

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

(b) 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 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;

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944, and includes any minor employed under section 19 thereof;

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

"commission" means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 6.

"Council" means the Industrial Council for the Hairdressing Trade (Witwatersrand), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section 19, read with section 2 of the Industrial Conciliation Act, 1956;

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

"experience" means—

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

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

"general assistant" means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands and washing of utensils and/or toilet requisites;

"haarkapper" 'n werknemer, uitgesonderd 'n vakleerling, 'n manikuris en/of skoonheidskundige en/of sjampoeërs, wat een of meer van die werksaamhede verrig wat in hierdie woordomskrywings onder "toilet dienste" omskryf word;

"haarkapper (gekwalfiseer)" 'n werknemer wat—

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

(b) aan die Raad deur middel van 'n eksamen of op 'n ander manier bewys kan lewer van sy bekwaamheid in die dameshaarkapperij in hare sny, marcel-golwing, set, bleik, kleur, alle metodes van permanente golwing, en skoonheidskunde; en in die manshaarkapperij in hare sny, skeer, sjampoeëring (droog en olie) en skeermesse slyp; of

(c) 'n vaardigheidsertifikaat besit wat uitgereik is kragtens artikel 6 of 'n sertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n bevoegdheid-sertifikaat uitgereik deur enige Nywerheidsraad vir die Haarkappersbedryf of enige ander liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;

"Haarkappersbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is om toilet dienste in enige bedryfsinrigting te lewer, uitgesonderd 'n bedryfsinrigting wat uitsluitlik aan Nie-Blankes dienste lewer;

"dameshaarkapperij" die tak van die Haarkappersbedryf waarin toilet dienste aan vroulike persone gelewer word;

"bestuurshoedanigheid" 'n posisie wat beklee word deur 'n werknemer wat belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"manikuris en/of skoonheidskundige" 'n werknemer, 21 jaar of ouer, wat uitsluitlik hande en/of naels versorg en/of masseer of ander stimuleerbehandeling aan die gesig, kopvel of nek toedien, en wenkbroue pluk;

"meestersertifikaat" 'n sertifikaat wat op die Haarkappersbedryf betrekking het en wat deur die Witwatersrand Master Hairdressers' Association aan 'n haarkapper (gekwalfiseer) uitgereik is;

"manshaarkapperij" die tak van die Haarkappersbedryf waarin toilet dienste, soos hierin bepaal, aan manlike persone gelewer word;

"minderjarige" 'n minderjarige wat, gedurende die gebruiklike proeftydperk wat hy aldus sonder leerkontrak in diens mag wees, in diens is in die bedryf van dameshaarkapper en/of manshaarkapper soos aangewys kragtens die Wet op Vakleerlinge, 1944;

"premie", sonder om in enige opsig die gewone betekenis van die woord te beperk, beloning van watter aard ook al, wat gegee word in ruil vir die opleiding van 'n werknemer in enigeen van of albei seksies van die Haarkappersbedryf;

"ontvangsdame en/of telefonis" 'n vroulike werknemer wat hoofsaaklik in diens is om klante te ontvang of om oor die telefoon of andersins afsprake te reël, en/of rekenings en state by te hou of enige ander soort klerklike werk te verrig, benewens konstant te hanteer en artikels oor die toonbank te verkoop.

"sjampoeërs" 'n werknemer, 21 jaar oud of ouer, wat uitsluitlik in een of meer van die volgende werksaamhede in diens is;

Sjampoeëring, sluiers, spelde, rollers, knippies en enige ander setmiddels verwyder;

klante vir bleikstrepe of bobleiking gereed;

spoelmiddel of kleursjampoo aanwend;

klante onder droërs plaas en klante van onder droërs wegneem;

"toilet dienste" enigeen van ondergenoemde werksaamhede:

(a) Hare kap, hare sny, skeer, krul, skoonmaak, skroei, sjampoeëring, bleik, kleur, verf, tint, stileer, golf (permanent, marcel of water) of enige ander behandeling van die hare in kop of die gesig;

(b) die gesig, kopvel of nek masseer of enige ander stimuleerbehandeling daaraan toegedien; of

(c) manikuurwerk, wenkbroue pluk, bordwerk trigologiese behandeling of skoonheidskunde;

ongegag of 'n apparaat, toestel, preparaat of gebruiksmiddel by enigeen van die werksaamhede gebruik word of nie;

"loon" die besoldiging betaalbaar aan 'n werknemer kragtens klousule 4 ten opsigte van die werkure voorgeskryf in klousule 7: Met dien verstande dat waar 'n werkgewer 'n werknemer ten opsigte van die werkure voorgeskryf in klousule 7, gereeld 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, dit sodanige hoër bedrag beteken. Daarbenewes moet enige bedrag wat aan 'n werknemer ten opsigte van kommissie kragtens klousule 6 betaalbaar is, beskou word as loon wat kragtens klousule 4 betaalbaar is: Met dien verstande dat vir die doeleindes van besoldiging ten opsigte van openbare feesdae, jaarlike verlof en pro rata-verlofbesoldiging kragtens klousule 9, kommissie betaalbaar kragtens klousule 6 nie geag moet word 'n loon te wees wat kragtens klousule 4 betaalbaar is nie;

"hairdresser" means an employee, other than an apprentice, manicurist and/or beauty culturist and/or shampooist, who performs any one or more of the operations as defined under "toilet services" in these definitions;

"hairdresser (qualified)" means an employee, who—

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

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, marcel waving, setting, bleaching, dyeing, all methods of permanent waving, and beauty culture; and in the men's trade in cutting, shaving, shampooing (dry and oil) and razor setting; or

(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 other body which is competent to issue such certificate in the opinion of the Council;

"Hairdressing Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment, except an establishment which caters exclusively for Non-Whites;

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

"managerial capacity" means a position occupied by an employee who is responsible for the overall supervision over, responsibility for, and direction of the activities carried on in the establishment and of the employees engaged therein;

"manicurist and/or beauty culturist" means an employee at the age of 21 years or over engaged solely in manicuring and/or massage or other stimulative treatment of the face, scalp or neck, and eyebrow plucking;

"master's certificate" means a certificate relating to the Hairdressing Trade issued by the Witwatersrand Master Hairdressers' Association to a hairdresser (qualified);

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

"minor" means a minor employed in the trade of ladies' and/or men's hairdresser designated in terms of the Apprenticeship Act, 1944, during the usual probationary period during which he may be so employed without a contract of apprenticeship;

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

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

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

Shampooing, removing veils, pins, rollers, clips and any other setting aids;

preparing clients for highlights or frosting;

applying rinses or colour shampoos;

placing clients under driers and taking clients out from under driers;

"toilet services" means the following operations:

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

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

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

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

"wage" means the remuneration payable to an employee in terms of clause 4 in respect of the hours of work prescribed in clause 7: Provided that where an employer regularly pays to an employee in respect of the hours of work prescribed in clause 7, an amount higher than that so prescribed it means such higher amount. In addition, any amount payable to an employee in respect of commission in terms of clause 6, shall be regarded as wages payable in terms of clause 4: Provided that for the purposes of the payment in respect of public holidays, annual leave and pro rata holiday pay in terms of clause 9, commission payable in terms of clause 6 shall not be regarded as wages payable in terms of clause 4;

"werkende werkgewer" 'n werkgewer of enige vennoot in 'n vennootskap wat self werk verrig soorgelyk aan dié wat deur enigen 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) Manshaarkappery (man of vrou):

(i) Haarkapper (gekwalifiseer): R64,62 per week, of R280 per maand.

(ii) Los werknemers: R10 per dag.

(b) Dameshaarkappery:

(i) Haarkapper (gekwalifiseer) (man):

Eerste jaar na kwalifisering: R39,23 per week, of R170 per maand.

Daarna: R55,38 per week, of R240 per maand.

(ii) Haarkapper (gekwalifiseer) (vrou):

Eerste jaar na kwalifisering: R36,92 per week, of R160 per maand.

Daarna: R48,46 per week of R210 per maand.

(iii) Los werknemers: R10 per dag.

(c) Manikuris en/of skoonheidsdeskundige: R34,62 per week, of R150 per maand.

(d) Ontvangsdame en/of telefonis: R34,62 per week, of R150 per maand.

(e) Sjampoeis: R18,46 per week, of R80 per maand.

(f) Algemene assistent:

(i) Mans: Gedurende die eerste 18 maande van die tydperk van inwerkingtreding van hierdie Ooreenkoms: R18,50 per week.

Daarna: R21,28 per week.

(ii) Vroue: Gedurende die eerste 18 maande van die tydperk van inwerkingtreding van hierdie Ooreenkoms: R15 per week.

Daarna: R17,25 per week.

(2) 'n Werknemer wat gedurende enige bepaalde week werksaam is in beide die dames- en die manshaarkappery moet vir daardie hele week die loon betaal word wat of in paragraaf (a) of paragraaf (b) van subklousule (1) van hierdie klousule voorgeskrif word, naamlik die hoogste bedrag.

(3) 'n Werkgewer en/of 'n werknemer mag nie 'n premie vir die opleiding van enigiemand as 'n haarkapper aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra.

(4) 'n Werkgewer mag niemand, uitgesonderd 'n vakleerling, as 'n manlike of vroulike haarkapper in diens neem nie tensy sodanige persoon 'n haarkapper (gekwalifiseer) is soos omskryf in klousule 3 en die loon vir 'n haarkapper (gekwalifiseer) betaal word, en vir die toepassing van hierdie Ooreenkoms, moet sodanige werknemer as 'n haarkapper (gekwalifiseer) geag word.

(5) Niks in hierdie klousule vervat mag die uitwerking hê dat dit die loon verminder wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang het nie, vir solank die werknemer by dieselfde werkgewer in diens bly.

Hierdie subklousule is ook van toepassing op 'n werknemer wie se dienste deur sodanige werkgewer ná die datum van inwerkingtreding van hierdie Ooreenkoms beëindig word en wat weer deur sodanige werkgewer in diens geneem word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "hierdie Ooreenkoms" alle wysigings daarvan in.

(6) 'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie en geen minderjarige mag in enige hoedanigheid hoegenaamd in diens wees nie, behalwe vir die proeftydperk voorgeskrif by die Wet op Vakleerlinge, in die aangewese bedryf of teen die loonskaal wat in hierdie Ooreenkoms bepaal word.

(7) Los werknemers mag slegs in diens geneem word om werknemers of werkende werkgewers of vennote wat tydelik met siekteverlof of geleentheidsverlof afwesig is, te vervang.

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

(9) Die verhouding van sjampoeiste tot haarkappers (gekwalifiseer) mag nie op enige tydperk meer wees nie as—

een sjampoeis tot die eerste haarkapper (gekwalifiseer); en daarna

een sjampoeis tot elke twee haarkappers (gekwalifiseer).

Vir die toepassing van hierdie subklousule word werkende werkgewers geag haarkappers (gekwalifiseer) te wees.

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

4. WAGES

(1) Subject to the provisions of subclauses (2) and (3) of this clause, an employer shall pay wages at not less than, and an employee shall not accept wages at rates lower than the following:

(a) Men's Trade (male or female):

(i) Hairdresser (qualified): R64,62 per week, or R280 per month.

(ii) Casual employees: R10 per day.

(b) Ladies' Trade:

(i) Hairdresser (qualified) (male):

First year after qualifying: R39,23 per week, or R170 per month.

Thereafter: R55,38 per week, or R240 per month.

(ii) Hairdresser (qualified) (female):

First year after qualifying: R36,92 per week, or R160 per month.

Thereafter: R48,46 per week, or R210 per month.

(iii) Casual employees: R10 per day.

(c) Manicurist and/or beauty culturist: R34,62 per week, or R150 per month.

(d) Receptionist and/or telephonist: R34,62 per week, or R150 per month.

(e) Shampooist: R18,46 per week, or R80 per month.

(f) General assistant:

(i) Males: During the first 18 months of the period of operation of this Agreement: R18,50 per week.

Thereafter: R21,28 per week.

(ii) Females: During the first 18 months of the period of operation of this Agreement: R15 per week.

Thereafter: R17,25 per week.

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

(3) An employer and/or an employee shall not accept a premium for the training of any person as a hairdresser: 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 other than an apprentice as a male or female hairdresser unless such person is a hairdresser (qualified) as defined under clause 3 and the wage for a hairdresser (qualified) is paid, and such an employee shall for all purposes of this Agreement be deemed to be a hairdresser (qualified).

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

The provisions of this subclause shall also apply to any employee whose services are terminated by such employer after the date of coming into operation of this Agreement and who is re-engaged by such employer. For the purposes of this subclause the expression "this Agreement" includes any amendments thereto.

(6) An employer shall not employ any person under the age of 15 years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the Apprenticeship Act, in a designated trade or at the rate of wages laid down in this Agreement.

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

(8) Part-time employment, save as is provided in subclause (7) of this clause, is not permitted.

(9) The ratio of shampooists to hairdressers (qualified) shall not at any time exceed—

one shampooist to the first hairdresser (qualified); and thereafter

one shampooist to every two hairdressers (qualified).

For the purposes of this subclause working employers shall be deemed to be hairdressers (qualified).

(10) Indien 'n vakleerling in 'n kwalifiserende vaktuets slaag en daar gevolglik geag word dat sy leerkontrak ingevolge die Wet op Vakleerlinge deur tydsverloop beëindig is, word so 'n werknemer 'n haarkapper (gekwalifiseer), maar sy diens by die werkgewer by wie hy as vakleerling ingeboek was, mag nie deur enige van die partye beëindig word nie (behalwe om redes wat summier kassellering van die dienskontrak regverdig) voor verloop van 12 maande na die datum waarop die kwalifiserende vaktuets afgelê is of die normale verstrykingsdatum van sy leerkontrak, naamlik die vroegste van die twee, en gedurende hierdie tydperk moet hy besoldig word teen minstens die loontarief voorgeskryf vir 'n haarkapper (gekwalifiseer) na die eerste jaar nadat hy gekwalifiseer het indien sodanige vakleerling in die dameshaarkapperij werksaam is, en minstens die loon voorgeskryf vir 'n haarkapper (gekwalifiseer), indien sodanige vakleerling in die manshaarkapperij werksaam 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 werknemer se dienskontrak vóór die gebruikelike betaaldag beëindig word, en in dié geval moet lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde loon moet in 'n verseelde koevert geplaas word waarop geskryf moet staan die volle naam van die werknemer, die tydperk waarvoor dié besondere bedrag betaal word, alé bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die koevert ingesluit is. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by beëindiging van elke dienskontrak aan hom betaal word.

(2) Geen aftrekking van watter aard ook al, behalwe ondergenoemde, mag van die bedrag wat aan 'n werknemer verskuldig is, gemaak word nie:

(a) Behoudens klousule 9, wanneer 'n werknemer van sy werk af weg bly, behalwe op versoek of op las van sy werkgewer, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(b) bydraes tot Raadsfondse ingevolge klousule 15 (1) van hierdie Ooreenkoms;

(c) ledesgeld en versekeringspremies aan die Suid-Transvaalse en Wes-Transvaalse takke van die S.A. Hairdressers Employees' Industrial Union ingevolge klousule 15 (2) van hierdie Ooreenkoms;

(d) bydraes tot die Siektebystandsfonds vir die Haarkappersbedryf en die Siektesoldyfondse vir die Haarkappersbedryf ingevolge klousules 23 en 24 van hierdie Ooreenkoms;

(e) aftrekkings vir bydraes tot die Werkloosheidsversekeringsfondse, of enige ander bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of kan aftrek.

(3) Lone ingevolge klousule 4 verskuldig en alle ander besoldiging verskuldig aan 'n werknemer wat op 'n weekliks dienskontrak is, moet op die Saterdag van elke week van die maand voor of om 12h00 betaal word: Met dien verstande dat as Saterdag 'n openbare feesdag is, betaling op dié voorafgaande besigheidsdag voor of om 17h30 gedoen moet word. As 'n werknemer op 'n maandelikse dienskontrak is, moet die besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand voor of om 17h30 aan hom betaal word, of voor of om 12h00 ingeval dié laaste dag 'n Saterdag is: Voorts met dien verstande dat as sodanige dag van daardie bepaalde maand nie 'n besigheidsdag is nie, die loon op dié besigheidsdag wat hierdie dag onmiddellik voorafgaan, betaal moet word, of as hierdie dag 'n Saterdag is, dan voor of om 12h00 op daardie dag.

(4) Betaling van lone moet plaasvind op die plek waar die werknemer werklik werksaam of in diens is op die tydstip waarop die lone betaal word.

6. KOMMISSIE-OOREENKOMSTE

'n Werkgewer kan met sy werknemer ooreenkom om dié werknemer, benewens die loon vir die werknemer in klousule 4 voorgeskryf, kommissie te betaal op die hoeveelheid werk deur die werknemer verrig: Met dien verstande dat die werkgewer, voordat die ooreenkoms, wat skriftelik moet wees, in werking tree, die werknemer moet voorsien van 'n kopie van die ooreenkoms wat onderstaande moet insluit:

(a) Die basiese loon waarvoor ooreengekom is ingeval sodanige basiese loon hoër as die voorgeskrewe loon is;

(b) die kommissieskaal of -skale waarvoor ooreengekom is, en die aanspraakvoorwaardes;

(c) die dag van die week of maand wanneer die kommissie wat verdien was, verskuldig en betaalbaar is;

(d) die tydperk van diensopsegging, wat minstens een week en skriftelik moet wees, wat deur die werkgewer of sy werknemer gegee moet word om die voorwaardes waarkragtens die kommissie betaalbaar is, in te trek, of om onderhandelings aan te knoop vir die wysiging van dié voorwaardes. Kommissie wat kragtens hierdie klousule betaalbaar is, moet in die loonboek ingeskryf word op dieselfde wyse as lone wat kragtens klousule 4 betaalbaar is.

(10) Should an apprentice pass a qualifying trade test and his contract of apprenticeship be deemed in consequence in terms of the Apprenticeship Act to have been terminated by effluxion of time, such an employee becomes a hairdresser (qualified), but his employment by the employer with whom his apprenticeship has been served may not be terminated by either party (except for reasons justifying summary cancellation of the contract of employment) until 12 months after the date on which the qualifying trade test was undergone or the normal expiry date of his contract of apprenticeship, whichever is the earlier, and during this period he shall be remunerated at not less than the rate of wages prescribed for a hairdresser (qualified) after the first year after qualifying if the apprentice is employed in the ladies' trade, and not less than the wages prescribed for a hairdresser (qualified) if the apprentice is employed in the men's trade.

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

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

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

(a) Save as provided in clause 9, where an employee absents himself from work otherwise than at the request or instruction of this employer, a pro rata amount for the period of such absence;

(b) contributions to Council funds in terms of clause 15 (1) of this Agreement;

(c) subscriptions and insurance premiums to the Southern Transvaal and Western Transvaal Branches of the S.A. Hairdressers Employees' Industrial Union in terms of clause 15 (2) of this Agreement;

(d) contributions to the Hairdressing Trade Sick Benefit Fund and the Hairdressing Trade Sick Pay Fund in terms of clauses 23 and 24 of this Agreement;

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

(3) Wages due in terms of clause 4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the Saturday of each and every week during the month at not later than 12h00: Provided that where Saturday is a public holiday payment shall be made on the previous business day at not later than 17h30; where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement on the last day of each and every month at not later than 17h30 or at not later than 12h00 in the event of such last day being a Saturday: Provided further that should such day of that particular month be other than a business day, such wages shall be paid on the business day immediately preceding such day, or should such day be a Saturday, then not later than at 12h00 on that day.

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

6. COMMISSION AGREEMENTS

An employer may agree with his employee to pay such employee, in addition to the wage prescribed for such employee in clause 4, commission on the amount of work performed by such employee: Provided that the employer shall, before the agreement, which shall be in writing, comes into operation, supply the employee with a copy of the agreement, which shall include—

(a) the basic wage agreed upon in the event of such basic wage being higher than the prescribed wage;

(b) the rate or rates of commission agreed upon and the conditions of entitlement;

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

(d) the period of notice, which shall not be less than one week and which shall be in writing, to be given by the employer or his employee to cancel or to negotiate for the alteration of the conditions under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 4.

7. WERKURE

(1) Die gewone werkure van alle werknemers in die Haarkappersbedryf moet hoogstens 45 uur per week van ses werkdade soos volg wees:

Maandag en Dinsdag....	Werkure hoogstens sewe per dag	Tussen die ure 08h00 en 18h00.
Woensdag.....	Werkure hoogstens agt per dag	
Donderdag en Vrydag....	Werkure hoogstens nege per dag	Tussen die ure 07h00 en 18h00.
Saterdag.....	Werkure hoogstens vyf per dag	Tussen die ure 07h00 en 13h00.

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

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

(4) *Verbod op oortydwerk.*—'n Werknemer mag nie toegelaat word en daar mag nie van hom vereis word om langer te werk as die getal ure in subklousule (1) van hierdie klousule voorgeskryf nie.

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

(6) Alle werknemers moet 'n pouse van minstens een uur vir 'n maaltyd toegestaan word tussen die ure 12h00 en 14h00 op alle werkdade, uitgesonderd Saterdag: Met dien verstande dat geen werknemer verplig of toegelaat mag word om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie, en vir die toepassing van hierdie voorbehoudsbepaling word werktye wat deur 'n pouse van minder as een uur onderbreek word as aaneenlopend beskou.

(7) Geen werkende werkgewer in die Haarkappersbedryf mag een of meer van die dienste, in die Ooreenkoms onder "toilet-dienste" omskryf, aan die publiek lewer nie—

(a) vóór 07h00 en ná 18h00 op Maandae tot en met Vrydae;

(b) vóór 07h00 en ná 13h00 op Saterdag.

8. BYWONINGSREGISTER

(1) Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters beskikbaar stel, in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms, waarin daar plek is vir die inskrywings wat 'n werknemer ooreenkomstig subklousule (3) moet maak.

(2) In sodanige bywoningsregister moet 'n werkgewer dag vir dag aantekeninge byhou van die naam en beroep van elke werknemer.

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

(a) die volgende gegewens in sodanige bywoningsregister aanbring:

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

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

(b) die vereiste inskrywings ten opsigte van paragrawe (a) (i) en (ii) hiervan maak voordat hy met sy werk vir die dag begin.

(4) 'n Werkgewer moet so 'n bywoningsregister bewaar vir 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin.

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

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

(2) (a) Aan elke werknemer, uitgesonderd 'n los werknemer, moet in elke jaar diens by dieselfde werkgewer drie agtereenvolgende weke afwesighedsverlof met volle besoldiging toegestaan word. Die drie weke moet 18 werkdade insluit en wanneer

7. HOURS OF WORK

(1) The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 45 hours per week of six working days as follows:

Monday and Tuesday....	Hours of work not to exceed seven per day	Between the hours of 08h00 and 18h00.
Wednesday.....	Hours of work not to exceed eight per day	
Thursday and Friday....	Hours of work not to exceed nine per day	Between the hours of 07h00 and 18h00.
Saturday.....	Hours of work not to exceed five per day	Between the hours of 07h00 and 13h00.

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

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

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

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

(6) All employees shall be allowed a break of at least one hour for a meal between the hours 12h00 and 14h00 on all working days except Saturday: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, and for the purposes of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

(a) before 07h00 and after 18h00 on Mondays to Fridays inclusive; and

(b) before 07h00 and after 13h00 on Saturdays.

8. ATTENDANCE REGISTER

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

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

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

(a) record in such attendance register—

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

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

(b) make the necessary entries in respect of paragraphs (a) (i) and (ii) hereof before commencing work for the day.

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

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

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

(2) (a) Each employee, except casual employees, shall be granted in each year of service with the same employer three consecutive weeks' leave of absence on full pay. The three weeks shall include 18 working days and whenever a public holiday

'n openbare vakansiedag binne die verloftyd kragtens die bepalings hiervan val, moet sodanige vakansiedag by gemelde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

(b) 'n Werknemer wat vir 'n ononderbroke tydperk van vyf jaar of langer as 'n haarkapper (gekwalifiseer) by dieselfde werkgever in diens was, is geregtig op 24 werkdag verlof met volle besoldiging wat hoogstens vier Saterdagse moet insluit, tensy onderling daartoe ooreengekom word deur sowel werkgever as werknemer.

(c) Jaarlikse verlof kragtens paragrawe (a) en (b) kan gedurende twee aparte tydperke geneem word: Met dien verstande dat die volle tydperk geneem moet word binne ses maande nadat die werknemer daarop geregtig geword het, na onderlinge reëling tussen die werkgever en werknemer.

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

(4) Wanneer 'n werknemer een jaar diens by dieselfde werkgever voltooi het en die werkgever of werknemer dié diens wil beëindig voordat die werknemer verlof kragtens subklousule (2) geneem het, moet genoemde werknemer sy verlof toegestaan word en moet hy dit neem voordat diensopsegging gegee word. Besoldiging vir sodanige verlof moet geen pro rata-bedrag van verlofbesoldiging insluit nie vir verlof wat vir genoemde werknemer *mutatis mutandis* kragtens subklousule (5) opgehoop het ten opsigte van diens by dieselfde werkgever nadat die werknemer op verlofbesoldiging kragtens subklousule (2) geregtig geword het. Sodanige pro-rata-verlofbesoldiging moet *mutatis mutandis* kragtens subklousule (6) hiervan aan die Raad betaal word.

(5) As 'n werknemer se diens beëindig word vóór voltooiing van 'n jaar diens maar ná voltooiing van een maand diens, is die werknemer vir elke voltooië week diens in die onvoltooië jaar geregtig op een sewentiende van die weekloon wat hy ontvang het toe sy diens beëindig is.

(6) Die werkgever moet die Sekretaris van Raad verwittig van die datum waarop die werknemer se verlof kragtens subklousule (2) moet begin of sy diens te beëindig moet word, na gelang van die geval, en terselfdertyd aan die Raad die verlofbesoldiging wat aan die werknemer verskuldig is, as daar is, in elke geval stuur. Sodanige verwittiging en besoldiging moet die Sekretaris van die Raad bereik minstens sewe dae vóór die datum waarop verlof kragtens subklousule (2) 'n aanvang neem, of binne die sewe dae na diensbeëindiging, na gelang van die geval. Wanneer 'n werknemer sy verlof moet neem, soos by subklousule (2) voorgeskryf, moet die verlofbesoldiging wat aan die Raad gestuur is, onmiddellik aan hom uitbetaal word, maar as die werknemer se diens beëindig is, moet die pro rata-verlofbesoldiging wat aan die Raad gestuur is, deur die Raad gehou word tot tyd en wyl die werknemer altesaam 'n jaar diens voltooi het in die Haarkappersbedryf wat deur hierdie Ooreenkoms gedek word.

Nadat die werknemer altesaam 'n jaar diens in genoemde Haarkappersbedryf voltooi het, moet van hom vereis word om kragtens subklousule (2) verlof te neem en moet sy werkgever aan hom sodanige verlof toestaan binne ses maande nadat hy hierkragtens daarop geregtig geword het, en die werkgever moet aan die Raad een sewentiende betaal van die weekloon wat die werknemer ontvang het onmiddellik voordat hy met verlof gaan, vir elke voltooië week diens by genoemde werkgever tot dat hy op verlof geregtig geword het, en dié geld moet sonder versuim deur die Raad aan die werknemer betaal word saam met die saldo van die verlofbesoldiging wat in die krediet van die werknemer staan: Met dien verstande dat—

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

(b) ondanks andersluidende bepalings hierin, as 'n werknemer nie 'n jaar diens in die Bedryf voltooi het ná die verstrikking van 18 maande vanaf die datum waarop die eerste pro rata-verlofbesoldiging ten opsigte van so 'n jaar diens aan die Raad betaal is nie, die geld wat in die krediet van so 'n werknemer staan, aan hom betaal moet word sonder dat daar vereis word dat hy verlof moet neem of dat dit aan hom toegestaan moet word, en dat vanaf die datum van sodanige betaling hy geag word sy volgende jaar diens te begin het, maar dat as hy in daardie stadium werkloos is, sy volgende jaar diens geag word 'n aanvang te geneem het vanaf die datum waarop hy daarná in die Bedryf werk kry;

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

falls within the period of leave in terms hereof such holiday shall be added to the said period as a further period of leave of absence on full pay.

(b) Any employee who has been employed as hairdresser (qualified) with the same employer for a continuous period of five years or more, shall be entitled to 24 working days' leave on full pay which shall not include more than four Saturdays unless mutually agreed by both the employer and the employee.

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

(3) Annual leave in terms of subclause (2) shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in any case be granted by the employer and taken by the employee so as to commence within two months of its falling due.

(4) Whenever an employee has completed one year of service with the same employer and the employer or employee desires to terminate the said employment before the employee has taken leave in terms of subclause (2), the said employee shall be granted and shall take his leave before notice of termination of employment is given. Payment for such leave shall not include any pro rata amount of leave pay in respect of leave which had accrued to the said employee *mutatis mutandis* in terms of subclause (5), in respect of service with the same employer after the employee's leave pay in terms of subclause (2) became due. Such pro rata leave shall *mutatis mutandis* be paid to the Council in terms of subclause (6) hereof.

(5) When an employee's employment is terminated before the completion of a year's service, but after the completion of one month's service, the employee shall, for each completed week of employment in the uncompleted year, be entitled to one-seventeenth of the weekly wage which he was receiving when his employment was terminated.

(6) The employer shall notify the Secretary of the Council of the date on which the employee shall commence leave in terms of subclause (2) or his services shall be terminated, as the case may be, and shall remit to the Council at the same time the holiday pay due to the employee, if any, in each instance—such notification and remittance to reach the secretary of the Council at least seven days before the date when leave in terms of subclause (2) commences, or within the seven days after the termination of employment, as the case may be. When an employee is to take his leave as prescribed in terms of subclause (2), the leave pay remitted to the Council shall be paid over to him forthwith, but where the employee's employment has been terminated, the pro rata leave pay remitted to the Council shall be retained by the Council until such time as the employee has completed in the aggregate a year's service in the Hairdressing Trade, covered by this Agreement.

When the employee has completed a year's service in the aggregate in the said Hairdressing Trade, he shall thereupon be required to take leave in terms of subclause (2) and his employer shall be required to grant him such leave within six months of its falling due in terms hereof, and the employer shall pay to the Council one-seventeenth of the weekly wage which the employee was receiving immediately prior to proceeding on leave for each completed week of employment with the said employer up to the time his leave was due, and such money shall forthwith be paid to the employee by the Council together with the balance of the leave pay standing to the employee's credit: Provided that—

(a) where the said employer or employee desires to terminate the said employment, after the employee has qualified for leave, the employee shall be required to take and shall be granted his leave before his services are thus terminated; and the provisions of subclause (4) shall *mutatis mutandis* apply in respect of any pro rata leave pay due to the employee;

(b) notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the Trade after the expiry of 18 months from the date the first pro rata leave payment in respect of such year of service was paid to the Council, the money standing to the credit of such employee shall be paid to him without his being required to take or be granted any leave and that from the date of such payment he shall be deemed to have commenced his next year of service, but that if he is unemployed at that stage, his next year of service shall be deemed to commence from the date he obtains employment in the Trade thereafter;

(c) any pro rata leave pay standing to the credit of an employee shall be paid over to him immediately by the Council on his leaving the Trade; and

(d) ingeval 'n werknemer sterf, alle verlofbesoldiging wat in sy krediet staan, in sy boedel inbetaal moet word.

(7) Vir die toepassing van hierdie klousule moet 'n werknemer se jaar diens waarvoor hy op jaarlikse verlof geregtig is, plus enige openbare vakansiedae met volle besoldiging wat binne daardie tydperk val, soos in hierdie klousule voorgeskryf, altesaam 12 maande diens in die Bedryf wees, bereken vanaf die datum van sy eerste indiensneming in genoemde Bedryf of vanaf die datum waarop hy laas op jaarlikse verlof geregtig geword het, of vanaf die datum waarop hy laas pro rata-verlofbesoldiging in die Bedryf ontvang het, sonder dat hy enige verlof geneem het, naamlik die jongste datum: Met dien verstande dat as 'n werknemer werkloos was op die datum waarop hy laas pro rata-verlofbesoldiging ontvang het, sonder dat hy enige verlof kragtens subklousule 6 (b) geneem het, sy volgende jaar diens geag moet word te begin vanaf die datum van sy herindiensneming in die Bedryf.

(8) Enige tydperk waarin 'n werknemer—

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

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

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

(10) Afwesigheidsverlof met volle besoldiging mag nie met diensopsegging, siekteverlof of 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, saamval nie.

(11) Enige bedrag wat in die krediet van 'n werknemer staan en nie na verloop van twee jaar vanaf die datum waarop die werknemer op sodanige bedrag geregtig was, aan dié werknemer uitbetaal is nie, val aan die algemene fondse van die Raad toe: Met dien verstande egter dat die Raad enige eis wat na verloop van genoemde tydperk deur die werknemer ingedien word, moet oorweeg en dat hy na goedgekeurde 'n ex gratia-betaling uit die algemene fondse van die Raad aan die werknemer, hierin bedoel, kan doen.

(12) Alle geld in besit van die Raad kragtens hierdie klousule moet in 'n aparte rekening gehou word.

10. DIENSBEÏNDIGING

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

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

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

- (i) In die geval van een werkdag diensopsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week diensopsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie ondervermelde raak nie:

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

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

- (a) die werkgever binne drie werkdade vanaf die begin van sodanige siekte daarvan in kennis gestel word;
- (b) 'n doktersertifikaat vir die tydperk van afwesigheid ingedien word wanneer die werknemer sy werk hervat; en
- (c) die tydperk van afwesigheid hoogstens 30 dae duur.

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

(7) For the purpose of this clause an employee's year of service for which he shall be entitled to annual leave plus any public holidays falling within that period on full pay, as provided for in this clause shall be 12 months' employment in the aggregate in the Trade, calculated from the date of his first engagement in the Trade or from the date on which he last became entitled to annual leave, or from the date he last received pro rata leave pay in the Trade without taking any leave, whichever is the latest: Provided that if an employee was unemployed at the date he last received pro rata leave pay, without taking any leave in terms of subclause 6 (b), his next year of service shall be deemed to commence from the date of his re-employment in the Trade.

(8) Any period during which an employee—

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

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

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

(10) Leave of absence on full pay shall not run concurrently with notice of termination, sick leave or any period of military training, in pursuance of the Defence Act, 1957.

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

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

10. TERMINATION OF SERVICE

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

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

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

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

Provided that this shall not affect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

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

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

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

11. BEVOEGDHEIDSERTIFIKAAT

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens vier lede van wie twee werkgewers en twee werknemers is, wat die eksamen in subklousules (2) en (3) bedoel, moet afneem, en by die Raad aanbevelings moet doen oor die uitreiking van bevoegdheidsertifikate.

(2) Wanneer 'n werkgewer of 'n werknemer aansoek om 'n bevoegdheidsertifikaat doen, moet hy saam met die aansoek R10 (deur bemiddeling van die Sekretaris) stuur aan die Raad wat—

- (a) die applikant moet versoek om 'n eksamen af te lê; of
- (b) hom daarvan moet oortuig dat die applikant, as gevolg van sy jare ondervinding, op sodanige sertifikaat geregtig is, en wanneer dit tot tevredenheid van die Raad bewys word dat die applikant bevoegd is, moet die Raad sodanige sertifikaat uitreik.

(3) 'n Applikant wat in gebreke bly om eksamen af te lê sonder om by die komitee 'n verontskuldiging in te dien wat die komitee bevredigend ag, verbeur die eksamengeld.

12. BUITEWERK

'n Werknemer mag nie, terwyl hy by 'n werkgewer in die Haarkappersbedryf in diens is, vir eie rekening of ten behoeve van enige persoon, of van enige ander persoon, behalwe sy werkgewer—

- (1) bestellings vir werk werf of aanneem, of werk in die Haarkappersbedryf onderneem nie; of
- (2) handel dryf in toiletbenodigdhede vir verkoop, wins of beloning nie.

13. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepaling daarvan strydig is nie.

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

14. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling tot artikel 51 (3) van die Wet kan die Raad om enige goeie en regsgeldige rede ten opsigte van enige persoon vrystelling van enigen van die bepalingen van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is: Met dien verstande dat die Raad, nadat een week skriftelike kennis aan die betrokke persone gegee is, na goedvinde enige vrystellingssertifikaat kan intrek.

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

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalingen van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, vasgestel ooreenkomstig subklousule (2) van hierdie klousule, waarop die vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) van elke sertifikaat wat uitgereik word, 'n afskrif bewaar;
- (b) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

15. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE WERKGEWERSORGANISASIES EN DIE VAKVERENIGING

(1) (a) Om die uitgawes van die Raad te bestry, moet elke werkgewer ondergenoemde bedrae van die verdienste van elkeen van sy werknemers aftrek:

- (i) Haarkappers (gekwalfiseer) (mans en vroue), manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste: 15c per week;
- (ii) vakleerlinge in hul derde en vierde jaar: 8c per week;
- (iii) vakleerlinge in hul eerste en tweede jaar en sjampoeïste: 6c per week;
- (iv) los werknemers: 8c vir elke week wat hy/sy by dié werkgewer in diens was.

By die totale bedrag wat aldus afgetrek is, moet die werkgewer 'n gelyke bedrag voeg en die totale som maandeliks voor of op die sewende dag van elke maand en in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris

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

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

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

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

12. OUTWORK

An employee shall not—

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

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

13. INTERPRETATION OF AGREEMENT

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

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

14. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act the Council may grant exemptions from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause, conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deem fit, after 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 is 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;
 - (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

(1) (a) For the purposes of meeting the expenses of the Council every employer shall make the following deductions from the earnings of each of his employees:

- (i) Hairdressers (qualified) (male and female), manicurists and/or beauty culturists and receptionists and/or telephonists: 15c per week;
- (ii) third and fourth year apprentices: 8c per week;
- (iii) first and second year apprentices and shampooists: 6c per week;
- (iv) casual employees: 8c in respect of each week during which he/she was employed by that employer.

To the total amount so deducted the employer shall add a like amount and remit, month by month, the total sum to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day

van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur: Met dien verstande dat die bedrag wat die werkgewer moet byvoeg minstens R1 per maand moet wees.

(b) Werkgewers van wie daar nie vereis word om ingevolge hierdie subklousule bedrae af te trek en 'n bedrag by te voeg nie moet egter die bedrag van R1 maandeliks voor of op die sewende dag van elke maand en in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur.

(2) Elke werkgewer wat lid is van die Witwatersrand Master Hairdressers' Association of die Western Transvaal Master Hairdressers' Association moet van die maand- of weeklone van sy werknemers, uitgesonderd vakleerlinge en minderjariges, wat lede van die vakvereniging is, die bedrag aan ledegeld en die versekingspremies wat aan die vakvereniging betaalbaar is, aftrek en dit maandeliks voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(3) Elke werkgewer wat lid is van die Witwatersrand Master Hairdressers' Association of die Western Transvaal Master Hairdressers' Association moet voor of op die sewende dag van elke maand R2 aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting wat maklik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms vertoon en vertoon hou, in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

(a) Sy naam voluit en die naam van sy besigheid;
(b) besigheidsadres; en
(c) naam van elke werknemer voluit, die hoedanigheid waarin hy werksaam is en die lone wat betaal word.

(2) Elke werkgewer moet maandeliks op die vorm in Aanhangsel A hiervan voorgeskryf, die name van alle persone in sy diens, met inbegrip van minderjariges en vakleerlinge, voluit verstrek.

(3) In die geval van 'n vennootskap, moet, benewens die besonderhede vereis kragtens subklousule (1) van hierdie klousule die name van al die vennote voluit verstrek word.

(4) In die geval van 'n maatskappy met beperkte aanspreeklikheid, moet onderstaande besonderhede verstrek word bo en behalwe die besonderhede vereis kragtens subklousule (1):

(a) Die name van die direkteure voluit, die naam voluit van die persoon wat werklik beheer het oor elke tak van die besigheid;
(b) adres van die geregistreerde kantore van die maatskappy;
(c) die naam van die sekretaris van die maatskappy en alle ander ampsdraers van die maatskappy voluit.

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

(6) Elke werkgewer moet binne 24 uur na 'n werknemer se uitdienstreding of indienstreding by hom die kantoor van die Nywerheidsraad vir die Haarkappersbedryf (Witwatersrand) skriftelik daarvan in kennis stel.

18. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om met die toepassing van die Ooreenkoms te help. Elke werkgewer en elke werknemer is verplig om dié persone toe te laat om die perseel te betree, die navrae te doen en te voltooi, en die boeke en stukke, loonstate, tydstate en betaalkaarte te ondersoek en alles te doen wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sy ondersoek aan so 'n agent 'n valse verklaring doen nie.

19. LIDMAATSKAP

(1) 'n Werkgewer wat lid van een van die werkgewersorganisasies 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 een van die werkgewersorganisasies is, in diens gaan of in diens bly nie.

of each and every month, in the form prescribed in Annexure A to this Agreement: Provided that the amount to be added by the employer shall not be less than R1 in respect of any one month.

(b) Employers who are not required to make deductions and add an amount in terms of this subclause shall, however, remit the amount of R1, month by month, to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

(2) Every employer who is a member of the Witwatersrand Master Hairdressers' Association or the Western Transvaal Master Hairdressers' Association shall, deduct from the monthly or weekly wage of his employees, other than apprentices and minors, who are members of the trade union, the amount of subscriptions and insurance premiums payable to such union and remit same month by month to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

(3) Every employer who is a member of the Witwatersrand Master Hairdressers' Association or the Western Transvaal Master Hairdressers' Association shall remit R2 to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month in the form prescribed in Annexure A to this agreement.

16. 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.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

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

(a) The full names of the directors, the full name of the person in actual 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.

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

(6) Every employer shall within 24 hours after an employee has left his service or after he has engaged an employee, notify in writing the office of the Industrial Council for the Hairdressing Trade (Witwatersrand) thereof.

18. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such 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 provisions of this Agreement are being observed and complied with, and no person shall make a false statement to such agent during the course of his investigations.

19. MEMBERSHIP

(1) An employer who is a member of one of the employers' organisations 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 one of the employers' organisations.

(2) Geen werkgewer (wat lid van een van die werkgewersorganisasies is) mag sonder die voorlegging van 'n geldende lidmaatskapkaart van die Suid-Transvaalse tak of die Wes-Transvaalse tak van die South African Hairdressers' Employees' Industrial Union, 'n werknemer in diens neem nie.

(3) Hierdie klousule is nie van toepassing nie—

(a) op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande van die aanvang van sy diens in die Bedryf, geweier het om op versoek van die betrokke vakvereniging lid

(b) op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie of wat lidmaatskap geweier of uit die vakvereniging gesit is.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike geleenthede verskaf om hul pligte in verband met die Raad se werk te vervul.

21. BEHEER OOR PERSELE

Geen werkgewer mag die Haarkappersbedryf uitoefen in persele—

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

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

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

(d) wat toegerus is met rakke, los of vaste toebehore wat nie van glas, marmer of leiklip gemaak is of wat nie met emalje afgewerk of met sink of ander duursame materiaal wat maklik skoongemaak kan word, bedek is nie;

(e) waarvan enige gedeelte gebruik word as 'n slaapplek of 'n plek vir die bewaring of bereiding van kos nie, tensy die gedeelte wat vir die Haarkappersbedryf gebruik word van sodanige gedeelte of plek geskei is deur 'n muur of mure wat geen deure, vensters, openings of ander verbindings daarmee het nie.

22. VERSKAFFING VAN UITRUSTING

(1) 'n Werkgewer moet vir die gebruik van elke haarkapper (gekwalifiseer) alle gereedskap en uitrusting verskaf wat nodig is om sy werk te verrig, behalwe—

(a) in die dameshaarkapperij;

(i) krulgereedskap;

(ii) skêre;

(iii) kamme;

(iv) knippers (nie elektries nie);

(v) skeermesse;

(vi) setknippies;

(vii) rollers;

(viii) borsels;

(ix) oorpakke;

(b) in die manshaarkapperij—

(i) knippers (nie elektries nie);

(ii) skêre;

(iii) skeermesse;

(iv) nekborsels;

(v) kamme;

(vi) jasse.

Ingeval die werkgewer 'n "kleurskema" in jasse en oorpakke ingevoer het wat by die kleurskema van sy salon pas, moet hy die vereiste jasse en oorpakke aan sy assistente verskaf.

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

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

(b) 'n antiseptiese bak wat 'n oplossing formalien in die verhouding 2,25 liter water op 56 milliliter formalien bevat vir die ontsmetting van skeerkwaste;

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

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

(e) vloebare, poeier- of buisleep of skoorroom;

(f) 'n voorraad skoon papier om die gereedskap mee af te vee en veral die skeermes elke keer nadat dit op die riem geslyp is;

(2) No employer (who is a member of one of the employers' organisations) shall engage an employee, without the production of a current membership card of the Southern Transvaal Branch or Western Transvaal Branch of the South African Hairdressers' Employees' Industrial Union.

(3) 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 union's constitution for membership, or who have been refused membership of, or been expelled from, the union.

20. 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.

21. 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 cold and hot 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 easily kept clean;

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

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

22. PROVISION OF EQUIPMENT

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

(a) in the ladies' trade—

(i) curling equipment;

(ii) scissors;

(iii) combs;

(iv) clippers (not electric);

(v) razors;

(vi) setting clips;

(vii) rollers;

(viii) brushes;

(ix) overalls;

(b) in the gentlemen's trade—

(i) clippers (not electric);

(ii) scissors;

(iii) razors;

(iv) neck brush;

(v) combs;

(vi) coats.

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

(2) An employer shall provide every hairdresser (qualified) 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 2,25 litres of water to 56 millilitres of formalin for the purpose of sterilising shaving brushes;

(c) at least two shaving brushes so as to allow for the 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 soaps or shaving cream;

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

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

(h) 'n vergaarbak met deksel waarin alle vuil papier en watte en hare ná elke behandeling gegooi kan word.

23. SIEKTEBYSTANDSFONDS

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

(2) Die Fonds moet gebruik word om mediese en oogkundige bystand gedurende tye van siekte te verleen aan manlike werknemers en manlike werkende werkgewers en/of hul afhanklikes en vroulike werknemers en vroulike werkende werkgewers, hul afhanklikes uitgesonderd, op wie hierdie Ooreenkoms van toepassing is: Met dien verstande dat hierdie klousule nie van toepassing is nie op los werknemers en werkgewers en werknemers wat deur die Bestuursraad skriftelik in kennis gestel is dat hulle van die Fonds uitgesluit word—

(a) weens chroniese siekte; of

(b) om enige ander goeie rede wat deur die Bestuursraad as voldoende geag word.

(3) (a) Die Fonds moet gefinansier word deur bydraes kragtens paragrafe (b), (c) en (d) van hierdie subklousule.

(b) Vir die doeleindes van die Fonds moet elke werkgewer, behoudens subklousules (2) en (12) van hierdie klousule, elke week ondergemelde bedrae aftrek van die loon van elk van sy weekliks besoldigde werknemers:

Per week

	R
(i) Ongetroude haarkapper, man (gekwalfiseer).....	0,80
(ii) Getroude haarkapper, man (gekwalfiseer) met een afhanklike.....	1,45
(iii) Getroude haarkapper, man (gekwalfiseer) met twee afhanklikes.....	2,10
(iv) Getroude haarkapper, man (gekwalfiseer) met drie of meer afhanklikes.....	2,75
(v) Haarkapper, vrou (gekwalfiseer, getroud of ongetroud).....	0,65
(vi) Ontvangsdame en/of telefonis en manikuris en/of skoonheidskundige (man of vrou, getroud of ongetroud).....	0,55
(vii) Vakleerlinge in hul derde en vierde jaar (man of vrou, getroud of ongetroud).....	0,40
(viii) Vakleerlinge in hul eerste en tweede jaar (man of vrou, getroud of ongetroud).....	0,30
(ix) Sjampoeis (man of vrou, getroud of ongetroud)....	0,25
(x) Algemene assistent (man of vrou, getroud of ongetroud)	0,10

(c) Behoudens subklousule (2) van hierdie klousule, moet elke werkende werkgewer namens homself/haarself ondervermelde bedrae bydra:

Per week

	R
(i) Vroulike werkgewers (getroud of ongetroud).....	0,80
(ii) Manlike werkgewers:	
(aa) Ongetroud.....	0,80
(ab) Getroud, met een afhanklike.....	1,45
(ac) Getroud, met twee afhanklikes.....	2,10
(ad) Getroud, met drie of meer afhanklikes.....	2,75

In die geval van werknemers wat maandeliks besoldig word, moet die aftrekkings maandeliks geskied teen vier en een derde maal die weeklikse bydraes hierbo gespesifiseer.

(d) By die totaal aldus kragtens paragraaf (b) van hierdie subklousule ingevorder, moet die werkgewer die volgende bedrae byvoeg en alle invorderings en bydraes ingevolge hierdie subklousule bankkommissievry maand vir maand voor of op die sewende dag van elke maand in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur:

Per week

	R
(i) Ongetroude haarkapper, man (gekwalfiseer).....	0,55
(ii) Getroude haarkapper, man (gekwalfiseer), met een afhanklike.....	0,70
(iii) Getroude haarkapper, man (gekwalfiseer), met twee afhanklikes.....	0,85
(iv) Getroude haarkapper, man (gekwalfiseer), met drie of meer afhanklikes.....	1,00
(v) Haarkapper, vrou (gekwalfiseer, getroud of ongetroud).....	0,45
(vi) Ontvangsdame en/of telefonis en manikuris en/of skoonheidskundige (man of vrou, getroud of ongetroud).....	0,30
(vii) Vakleerlinge in hul derde en vierde jaar (man of vrou, getroud of ongetroud).....	0,25
(viii) Vakleerlinge in hul eerste en tweede jaar (man of vrou, getroud of ongetroud).....	0,20
(ix) Sjampoeis (man of vrou, getroud of ongetroud)....	0,15
(x) Algemene assistent (man of vrou, getroud of ongetroud)	0,10

(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.

23. SICK BENEFIT FUND

(1) There is hereby continued a fund which shall be known as the "Hairdressing Trade Sick Benefit Fund" hereinafter referred to as the "Fund".

(2) The Fund shall be used for the purpose of providing medical and optical benefits to male employees and male working employers and/or their dependants and female employees and female working employers, excluding their dependants, to whom this Agreement applies, during periods of sickness: Provided that this clause shall not apply to casual employees and employers and employees whom the Management Board has advised in writing that they are excluded from the Fund on account of—

(a) chronic sickness; or

(b) any other good reason recognised by the Management Board as being sufficient.

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

(b) For the purposes of the Fund every employer shall, subject to subclauses (2) and (12) of this clause, each week deduct the following amounts from the wages of each of his weekly-paid employees:

Per week

	R
(i) Single male hairdresser (qualified).....	0,80
(ii) Married male hairdresser (qualified) with one dependant.....	1,45
(iii) Married male hairdresser (qualified) with two dependants.....	2,10
(iv) Married male hairdresser (qualified) with three or more dependants.....	2,75
(v) Female hairdresser (qualified) (married or single)....	0,65
(vi) Receptionist and/or telephonist and manicurist and/or beauty culturist (male or female, married or single)	0,55
(vii) Third and fourth year apprentices (male or female, married or single).....	0,40
(viii) First and second year apprentices (male or female, married or single).....	0,30
(ix) Shampooist (male or female, married or single)....	0,25
(x) General assistant (male or female, married or single)	0,10

(c) Every working employer shall, subject to subclause (2) of this clause, contribute on his/her own behalf the following:

Per week

	R
(i) Female employers (married or single).....	0,80
(ii) Male employers:	
(aa) Single.....	0,80
(ab) Married with one dependant.....	1,45
(ac) Married with two dependants.....	2,10
(ad) Married with three or more dependants.....	2,75

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

(d) To the total so collected under paragraph (b) of this subclause, the employer shall add the following amounts and remit month by month, free of exchange, all collections and contributions in terms of this subclause to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement:

Per week

	R
(i) Single male hairdresser (qualified).....	0,55
(ii) Married male hairdresser (qualified) with one dependant.....	0,70
(iii) Married male hairdresser (qualified) with two dependants.....	0,85
(iv) Married male hairdresser (qualified) with three or more dependants.....	1,00
(v) Female hairdresser (qualified) (married or single)....	0,45
(vi) Receptionist and/or telephonist and manicurist and/or beauty culturist (male or female, married or single)....	0,30
(vii) Third and fourth year apprentices (male or female, married or single).....	0,25
(viii) First and second year apprentices (male or female, married or single).....	0,20
(ix) Shampooist (male or female, married or single)....	0,15
(x) General assistant (male or female, married or single)	0,10

(4) Behoudens subklousule (5) en die reëls vir die administrasie van die Fonds, is 'n lid en/of sy afhanklikes wat in 'n ongeluk betrokke raak of siek word, nadat hy vir 'n minimum tydperk van 13 weke tot die Fonds bygedra het, geregtig op—

(a) mediese behandeling, met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, ondersoeke deur spesialiste, narkotieseurgelde, hospitaal- en verpleeginrigtinggelde, kraamvoordele en brille;

(b) voorrade medisyne, artsenymiddels, salf, verbande en wasmiddels op magtiging van 'n geregistreerde mediese praktisyn;

Met dien verstande dat—

(i) in die geval van ongelukke, net dié mediese koste betaalbaar is wat nie kragtens die Ongevalwet, 1941, geëis kan word nie;

(ii) swangerskap nie vir doeleindes van bystand as 'n siekte geag word nie en 'n lid slegs geregtig is op sodanige kraamvoordele as wat die reëls van die Fonds bepaal.

(5) Uitbetalings uit die Fonds moet gestaak word as die batige saldo van die Fonds benede R200 daal en die betaling van verdere bystand moet nie hervat word nie voordat die batige saldo van die Fonds weer die bedrag van R400 bereik het.

(6) Die Fonds moet geadminestreer word deur 'n Bestuursraad wat moet bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers, deur die Nywerheidsraad aangestel. Die Fonds moet geadminestreer word ooreenkomstig die reëls van die Bestuursraad soos deur die Raad goedgekeur. Die reëls mag nie strydig met hierdie klousule wees nie en kan, met goedkeuring van die Raad, deur die Bestuursraad gewysig word. 'n Afskrif van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word en afskrifte moet ook op die hoofkantoor van die Raad beskikbaar wees vir insae deur enigiemand wat in die Bedryf werksaam is.

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

(b) Alle tjeks wat op die Fonds se rekening getrek word, moet deur die voorsitter, ondervoorsitter en die Sekretaris van die Bestuursraad geteken word.

(c) Surplusgeld in die Fonds kan op deposito geplaas word by 'n bouvereniging wat deur die Bestuursraad goedgekeur is of kan in Nasionale Spaarsertifikate belê word. Met dien verstande dat voldoende geld in 'n likwiede vorm beskikbaar gehou moet word om die Bestuursraad in staat te stel om onmiddellik aan alle eise teen die fonds op aanvraag te voldoen.

(d) Alle koste wat in verband met die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(8) 'n Openbare rekenmeester of openbare rekenmeesters moet jaarliks deur die Nywerheidsraad aangestel word teen besoldiging waaroor die Raad kan besluit, en moet die rekenings van die Fonds minstens een maal per jaar en voor of op 30 Mei van elke jaar ouditeer en 'n staat opstel wat onderstaande toon:

(a) Alle geld ontvang—

(i) kragtens subklousule (3) hiervan;

(ii) uit enige ander brôn; en

(b) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig die voorafgaande 30 April, tesame met 'n staat wat die bates en laste van die Fonds toon. Ware afskrifte van hierdie state wat deur die voorsitter van die Bestuursraad mede-onderteken is, en die ouditeur se verslag daaroor, moet op die Raad se kantoor beskikbaar wees vir insae deur persone wat die Haarkappersbedryf uitoefen of daarin werksaam is en dié persone het die reg om afskrifte daarvan of uittreksels daaruit te maak. Gewaarmerkte afskrifte van beide die state en die ouditeur se verslag daarvoor onverwyld aan die Sekretaris van Arbeid gestuur word.

(9) As hierdie Ooreenkoms weens verloop van tyd of beëindiging of om enige ander rede verstryk, moet die Fonds verder deur die Bestuursraad geadminestreer word totdat dit deur die Raad gelikwiede of oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Fonds ingestel of by 'n latere Ooreenkoms voortgesit is: Met dien verstande dat die Fonds gelikwiede moet word tensy 'n ooreenkoms wat voorsiening maak vir die voortsetting daarvan of vir die oordrag van die geld van die Fonds soos voornoem, binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(10) Ingeval die Raad ontbind word, of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bestuursraad, behoudens goedkeuring van die Nywerheidsregistrator kragtens die eerste voorbehoudsbepaling van genoemde artikel, voortgaan om die Fonds te administreer en die lede van die Bestuursraad wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet vir dié doel as lede daarvan beskou word. Met dien verstande egter dat enige

(4) Subject to the provisions of subclause (5) and to the rules governing the administration of the Fund, a member and/or his dependants who meet(s) with an accident or become(s) ill shall be entitled after he has contributed to the Fund for a minimum period of 13 weeks, to—

(a) medical attention, including the cost of X-ray examinations, operations, injections, specialists' investigations, anaesthetic fees, hospital and nursing home fees, maternity benefits and spectacles;

(b) supplies on the authority of a registered medical practitioner of medicines, drugs, ointments, bandages and lotions:

Provided that—

(i) in the case of accidents, only such medical expenses as are not claimable under the Workmen's Compensation Act, 1941, shall be payable;

(ii) pregnancy shall not be regarded as an illness for the purpose of benefits and a member shall be entitled only to such maternity benefits as are provided for in the rules of the Fund.

(5) Disbursements from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R200 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R400.

(6) The Fund shall be administered by a Management Board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The administration shall be in accordance with the rules of the Management Board, as approved by the Council. The rules shall not be inconsistent with the provisions of this clause and may, with the approval of the Council, be amended by the Management Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the Head Office of the Council, for inspection by any person engaged in the Trade.

(7) (a) All moneys paid into the Fund shall be deposited in a banking account to be opened at a bank and/or institution approved of by the Council.

(b) All cheques drawn on the Fund's account shall be signed by the Chairman, Vice-Chairman and by the Secretary of the Management Board.

(c) Surplus money in the Fund may be placed on deposit with a building society approved by the Management Board or may be invested in National Savings Certificates: Provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the Fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(8) A public accountant or public accountants shall be appointed annually by the Industrial Council at such remuneration as the Council may decide, who shall audit the accounts of the Fund at least annually and not later than 30 May in each year and prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (3) hereof;

(ii) from any other sources; and

(b) expenditure incurred under all headings during the period ended 30 April preceding, together with a statement showing the assets and liabilities of the Fund. True copies of these statements, which shall be countersigned by the Chairman of the Management Board, and the auditor's reports thereon shall be available for inspection at the Council's Office, to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) In the event of the expiry of this Agreement by effluxion of time or cessation or for any other cause, the Fund shall continue to be administered by the Management Board until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created or continued by a subsequent agreement: Provided that the Fund shall be liquidated unless an agreement providing for the continuation thereof or for the transfer of the moneys of the Fund as aforesaid, is entered into within 12 months of the date of expiry of this Agreement.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Board shall, subject to the approval of the Industrial Registrar in terms of the first proviso to the said section, continue to administer the Fund and the members of the Management Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any

vakature wat in die Bestuursraad ontstaan deur die Registrateur gevul kan word uit die geledere van werkgewers of werknemers in die Bedryf, na gelang van die geval, om getalsgelykheid van werkgewer- en werknemersvertegenwoordigers en van plaasvervangers in die ledetal van die Bestuursraad te verseker. Ingeval sodanige Bestuursraad nie in staat is nie of onwillig is om sy werk te verrig, of wanneer 'n dooiepunt in die Bestuursraad ontstaan wat na die mening van die Registrateur die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die Bestuursraad se werk te doen wat vir dié doel al die bevoegdhede van die Bestuursraad moet hê. As daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds, na gelang van die geval, deur die Bestuursraad wat kragtens hierdie subklousule funksioneer of deur die trustee of trustees gelikwyd word op die wyse uiteengesit in subklousule (11) van hierdie klousule, en as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasië van die Fonds kragtens subklousule (10) van hierdie klousule moet die geld wat in die krediet van die Fonds oorbly ná betaling van alle eise teen die Fonds, met inbegrip van likwidasië- en administrasiekoste, in die algemene fondse van die Raad gestort word.

(12) Hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy instem om lid van die Fonds te word deur 'n aftrekorder in die vorm van Aanhangsel B van hierdie Ooreenkoms in tweevoud te onderteken en die aftrekorder, saam met 'n duplikaat daarvan, by sy werkgewer in te dien. Die oorspronklike moet deur sy werkgewer gehou en die duplikaat saam met sy eerste bydrae ten behoeve van die vakleerling, aan die Sekretaris van die Raad gestuur word. Hierdie klousule is van toepassing ten opsigte van genoemde vakleerling met ingang van die datum waarop die aftrekorder by die werkgewer ingedien word.

24. SIEKTESOLDYFONDS

(1) Hierby word 'n fonds voortgesit wat bekend staan as die "siektesoldyfonds vir die Haarkappersbedryf", hieronder die "Fonds" genoem.

(2) Die Fonds moet gebruik word vir die doel om siektesoldybystand te verskaf aan werknemers en werkende werkgewers op wie hierdie Ooreenkoms van toepassing is gedurende tydperke van afwesigheid van werk weens siekte.

(3) (a) Die Fonds moet gefinansier word kragtens paragrawe (b), (c) en (d) van hierdie subklousule.

(b) Vir die doeleindes van die Fonds moet elke werkgewer, behoudens subklousules (7) en (8) van hierdie klousule, elke week ondervermelde bedrae van die loon van elkeen van sy weekliks besoldigde werknemers aftrek:

Per week

	R
(i) Haarkapper, man (gekwalifiseer).....	0,30
(ii) Haarkapper, vrou (gekwalifiseer).....	0,25
(iii) Manikuris en/of skoonheidskundige en ontvangsdame en/of telefonis (man of vrou).....	0,20
(iv) Vakleerlinge in hul derde en vierde jaar (man of vrou).....	0,15
(v) Vakleerlinge in hul eerste en tweede jaar (man of vrou).....	0,10
(vi) Sjampeois.....	0,15
(vii) Algemene assistent (man of vrou).....	0,02

In die geval van werknemers wat maandeliks besoldig word, moet die aftrekkings geskied teen vier en een derde maal die weeklikse bydraes hierbo gespesifiseer.

(c) Elke werkende werkgewer (man of vrou) moet vir homself/haarself 30c per week bydra.

(d) By die totaal aldus kragtens paragraaf (b) van hierdie subklousule ingevorder, moet die werkgewer die bedraes soos hieronder gelys, byvoeg en alle invorderings en bydraes ingevolge hierdie subklousule bankkommissievry maand vir maand voor of op die sewende dag van elke maand in die vorm van Aanhangsel A van hierdie Ooreenkoms aan die Sekretaris van die Raad, Gloucester House 520, Rissikstraat 66, of Posbus 1201, Johannesburg, stuur:

Per week

	R
(i) Haarkapper, man (gekwalifiseer).....	0,15
(ii) Haarkapper, vrou (gekwalifiseer).....	0,10
(iii) Manikuris en/of skoonheidskundige en ontvangsdame en/of telefonis (man of vrou).....	0,10
(iv) Vakleerlinge in hul derde en vierde jaar (man of vrou).....	0,08
(v) Vakleerlinge in hul eerste en tweede jaar (man of vrou).....	0,06
(vi) Sjampeois.....	0,08
(vii) Algemene assistent (man of vrou).....	0,02

vacancy occurring on the Management Board may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Management Board. In the event of such Management Board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Management Board and who shall possess all the power of the Management Board for such purposes. If the Council is not in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Board functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (10) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(12) The provisions of this clause shall not apply to an apprentice unless he agrees to become a member of the Fund by signing a stop order in duplicate in the form of Annexure B to this Agreement and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council, together with his first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer, the provisions of this clause shall apply in respect of the said apprentice.

24. SICK PAY FUND

(1) There is hereby continued a fund which shall be known as the "Hairdressing Trade Sick Pay Fund", hereinafter referred to as the "Fund".

(2) The Fund shall be used for the purpose of providing sick pay benefits to employees and working employers to whom this Agreement is applicable during periods of absence from work through sickness.

(3) (a) The Fund shall be financed in terms of paragraphs (b), (c) and (d) of this subclause.

(b) For the purposes of the Fund every employer shall, subject to subclauses (7) and (8) of this clause, each week deduct the following amounts from the wages of each of his weekly paid employees:

Per week

	R
(i) Male hairdresser (qualified).....	0,30
(ii) Female hairdresser (qualified).....	0,25
(iii) Manicurist and/or beauty culturist and receptionist and/or telephonist (male or female).....	0,20
(iv) Third and fourth year apprentices (male or female).....	0,15
(v) First and second year apprentices (male or female).....	0,10
(vi) Shampooist.....	0,15
(vii) General assistant (male or female).....	0,02

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

(c) Every working employer (male or female) shall contribute on his/her own behalf the sum of 30c per week.

(d) To the total so collected under paragraph (b) of this subclause the employer shall add the amounts scheduled hereunder and remit, month by month, free of exchange, all collections and contributions in terms of this subclause to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, not later than the seventh day of each and every month in the form of Annexure A to this Agreement:

Per week

	R
(i) Male hairdresser (qualified).....	0,15
(ii) Female hairdresser (qualified).....	0,10
(iii) Manicurist and/or beauty culturist and receptionist and/or telephonist (male or female).....	0,10
(iv) Third and fourth year apprentices (male or female).....	0,08
(v) First and second year apprentices (male or female).....	0,06
(vi) Shampooist.....	0,08
(vii) General assistant (male or female).....	0,02

(4) *Bystand*.—Nadat 'n lid minstens 13 weke tot die Fonds bygedra het, is hy daarop geregtig om siektesoldy te ontvang vir 'n tydperk van hoogstens agt weke in 'n periode van 52 weke teen die volgende tariewe:

(a) 50 persent van die voorgeskrewe minimum loon vir sy klas werknemer ingevolge klousule 4 van hierdie Ooreenkoms vir die eerste week van enige siektetydperk;

(b) die volle loon soos voorgeskryf vir sy klas werknemer ingevolge klousule 4 van hierdie Ooreenkoms ten opsigte van enige siektetydperk wat langer as een week duur:

Met dien verstande dat 'n lid nie op die betaling van siektesoldy-bystand geregtig is nie ten opsigte van afwesigheid van werk weens siekte vir tydperke van twee dae of minder.

(5) Klousule 23 (6) tot (11) is *mutatis mutandis* van toepassing ten opsigte van die Fonds.

(6) Hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy instem om lid van die Fonds te word deur 'n aftrekorder in tweevoud te onderteken in die vorm van Aanhangsel B van hierdie Ooreenkoms en die aftrekorder, saam met 'n duplikaat daarvan, by sy werkgever in te dien. Die oorspronklike moet deur die werkgever gehou en die duplikaat saam met sy eerste bydrae ten behoeve van die vakleerling aan die Sekretaris van die Raad gestuur word. Hierdie klousule is van toepassing op genoemde vakleerling met ingang van die datum waarop die aftrekorder by die werkgever ingedien word. Met dien verstande dat alle bystand wat aan genoemde vakleerling verleen is kragtens subklousule (7) van hierdie klousule gedurende die kalenderjaar waarin hy lid van die Fonds geword het, afgetrek moet word van enige bystand wat kragtens hierdie klousule gedurende genoemde kalenderjaar aan hom betaalbaar is: Voorts met dien verstande dat as genoemde aftrekorder te eniger tyd deur genoemde vakleerling ingetrek word, hy weer vanaf die datum van die intrekking vir verlofvoordele kragtens subklousule (7) van hierdie klousule moet begin kwalifiseer.

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

(a) weens chroniese siekte;

(b) om 'n ander goeie rede wat deur die Raad as afdoende erken word;

en wat weens ongeskiktheid van sy werk afwesig is, moet gedurende enige tydperk van 36 agtereenvolgende maande diens by dieselfde werkgever deur sodanige werkgever altesaam minstens 36 dae siekteverlof toegestaan word, en die werkgever moet die werknemer ten opsigte van die tydperk van afwesigheid 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—

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

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

(8) Vir die toepassing van subklousule (7)—

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

(i) kragtens klousule 9 (2) met verlof is; of

(ii) met siekteverlof is; of

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

(iv) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

wat in enige bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van subparagrafe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) bedoel word en wat die werknemer in daardie jaar ondergaan het, en word enige aaneenlopende tydperk wat 'n werknemer onmiddellik vóór die inwerkintreding van hierdie Ooreenkoms by dieselfde werkgever in diens was, vir die toepassing van subklousule (7) geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer verleen is, moet vir die toepassing van subklousule (7) geag word kragtens hierdie Ooreenkoms verleen te gewees het; en

(4) *Benefits*.—A member shall be entitled, after he has contributed to the Fund for a minimum of 13 weeks, to be paid sick pay for a maximum period of eight weeks in any period of 52 weeks at the following rates:

(a) 50 per cent of the prescribed minimum wage for his class of employee in terms of clause 4 of this Agreement for the first week of any period of sickness;

(b) full wages as prescribed for his class of employee in terms of clause 4 of this Agreement in respect of any period of sickness which exceeds one week:

Provided that a member shall not be entitled to payment of sick pay benefits in respect of absence from work due to sickness for periods of two days or less.

(5) The provisions of clause 23 (6) to (11) shall *mutatis mutandis* apply in respect of the Fund.

(6) The provisions of this clause shall not apply to an apprentice unless he agrees to become a member of the Fund by signing a stop order in duplicate in the form of Annexure B to this Agreement and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the Secretary of the Council together with his first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer, the provisions of the clause shall apply in respect of the said apprentice: Provided that any benefits which may have been granted to the said apprentice in terms of subclause (7) of this clause during the calendar year that he became a member of the Fund shall be deducted from any benefits payable to him in terms of this clause during the said calendar year: Provided further that, if the said stop order is withdrawn by the said apprentice at any time, he shall again commence to qualify for leave benefits in terms of subclause (7) of this clause as from the date of such withdrawal.

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

(a) chronic sickness;

(b) any other good reason recognised by the Board as being sufficient;

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

(i) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than 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 further that when an employee has during any period 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 certificate in respect of any absence from work.

(8) For the purposes of subclause (7)—

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

(i) is on leave in terms of clause 9 (2); or

(ii) is on sick leave; or

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

(iv) is undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of 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 the commencement of this Agreement shall for the purposes of subclause (7) be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall for the purposes of subclause (7) be deemed to have been granted under this Agreement; and

Handtekening van voog indien vakleerling minderjarig is

ANNEXURE B

(To be completed in duplicate)

..... } Address

I, (full name of apprentice),
 having agreed to become a member of the
 Pay Fund, hereby authorise my employer, Mr.
 of
 (Name and address of employer)
 to pay on my behalf to the Secretary of the Industrial Council for the Hairdressing Trade (Witwatersrand) until further notice the contributions payable by me towards the said Fund(s) and to pay the balance of my remuneration to me in the usual way.

Signature of apprentice

Signature of guardian if apprentice is a minor

ANNEXURE C

ATTENDANCE REGISTER

(Name of employee)

(Occupation of employee)

Year.....		Entries to be made by employee								Excess hours worked		Total number of hours worked		Remarks (if any)			
Month.....		Sig- nature	Time of com- mencing work	Intervals of work						Time of finishing work	On	Off	Each day	Each week	By employee	By employer, if employee absent, reasons for his absence (to be signed by employer)	By inspector
Date	Day of week			Off	On	Off	On	Off	On								
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Note.—Under headings "Off" and "On" in columns referring to "Intervals of work", insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

No. R. 1241

8 Julie 1977

WET OP WINKELS EN KANTORE, 1964

HAARKAPPERSBEDRYF (WITWATERSRAND).—
VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, 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. 1240 van 8 Julie 1977 kragtens die Wet op Nywerheidsversoening, 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 24 van genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 1241

8 July 1977

SHOPS AND OFFICES ACT, 1964

HAIRDRESSING TRADE (WITWATERSRAND).—
EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Labour, hereby, 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. 1240 of 8 July 1977 may be binding in terms of the Industrial Conciliation Act, 1956, 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 pay in terms of clause 24 of the said Agreement.

S. P. BOTHA, Minister of Labour.

No. R. 1242

8 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF (WITWATERSRAND). —
INTREKKING VAN GOEWERMENSKENNISGE-
WING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 47 van 14 Januarie 1977 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

No. R. 1242

8 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE (WITWATERSRAND).—
CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 47 of 14 January 1977 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

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Suid-Afrikaanse deelname aan beide Wêreldoorloë.

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Unit histories.

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R.1242. Intrekking van Goewermentskennis- gewing	19	5647

CONTENTS

No.	Page No.	Gazette No.
Labour, Department of Government Notices		
R.1240. Industrial Conciliation Act, 1956: Hair- dressing Trade, Witwatersrand	1	5647
R.1241. Shops and Offices Act, 1964: Exemption from sick leave provisions	18	5647
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