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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2007 14 September 1979

WET OP NYWERHEIDSVERSOENING, 1956

**HAARKAPPERSBEDRYF, KAAPSE
SKIEREILAND**

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, 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 31 Julie 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of 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), 16 (2) en (3), 19, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1982 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), 16 (2) en (3), 19, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2007 14 September 1979

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, CAPE PENINSULA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 31 July 1982, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 16 (2) and (3), 19, 20 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1982, 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 31 July 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 16 (2) and (3), 19, 20 and 21, shall *mutatis mutandis* be binding upon all Blacks employed in the said Trade

in genoemde Bedryf by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2008

14 September 1979

WET OP WINKELS EN KANTORE, 1964

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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. 2007 van 14 September 1979 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 26 van genoemde Ooreenkoms op siektevergoeding geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur en aangegaan tussen die

Cape Master Hairdressers' Association

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

S.A. 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, Kaapse Skiereiland.

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 landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het, in daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het.

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

(a) ten opsigte van werknemers vir wie daar lone voorgeskryf word in klousule 4 van hierdie Ooreenkoms; en

(b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of 'n leerlingskontrak aangegaan of voorwaardes vasgestel ingevolge genoemde Wet.

by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2008

14 September 1979

SHOPS AND OFFICES ACT, 1964

HAIRDRESSING TRADE, CAPE PENINSULA.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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. 2007 of 14 September 1979 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 firstmentioned Act, in respect of employees who are entitled to sickness compensation in terms of clause 26 of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA

AGREEMENT

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

Cape Master Hairdressers' Association

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

S.A. Hairdressers' Employees' Industrial Union

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

being the parties to the Industrial Council for the Hairdressing Trade, Cape Peninsula.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974 fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Somerset West which prior to 9 March 1973 (Government Notice 173 of 9 February 1973) fell within the Magisterial District of Wynberg.

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

(a) in respect of employees for whom wages are prescribed in clause 4 of this Agreement; and

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, Wet 28 van 1956; “vakleerling” 'n werknemer wat 'n skriftelike leerlingskontrak uitdien, wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944, en sluit dit alle minderjariges in wat ingevolge artikel 19 daarvan in diens is;

“los werknemer” 'n haarkapper (man of vrou) wat hoogstens twee dae per week vir dieselfde werkgewer werk;

“lid met voortgesette lidmaatskap” 'n persoon wat 'n werknemer of werkende werkgewer in die Haarkappersbedryf was en wat die Haarkappersbedryf na 20 (twintig) jaar ononderbroke lidmaatskap van die siektebystandsfonds vir die Haarkappersbedryf kragtens klousule 25 van hierdie Ooreenkoms verlaat het;

“Raad” die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland, geregistreer ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956;

“bedryfsinrigting” enige plek waar toilet dienste gewoonlik aan Blankes gelewer word;

“ondervinding”—

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

(b) met betrekking tot 'n “ontvangsklerk en/of telefonis” die totale tydperk of tydperke waarin 'n werknemer skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig het en/of as ontvangsklerk en/of kassier en/of telefonis en/of verkoopassistent in diens was;

(c) met betrekking tot 'n sjampoeis en 'n manikuris en/of skoonheidskundige, die totale tydperk of tydperke wat 'n werknemer as sjampoeis, manikuris en/of skoonheidskundige, na gelang van die geval, in die Haarkappersbedryf in diens was;

“algemene assistent” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Artikels dra, ophang of verskuif;

(b) persele of gerei, houers, meubels, of ander artikels skoonmaak, vee of was;

(c) briewe, boodskappe of goedere te voet of met 'n hand- of voetaangedrewe voertuig aflewer;

(d) tee of dergelike drank berei;

(e) handdoeke of oorpakke of ander beskermende klere was of stryk;

“manshaarkapper” die seksie van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan manlike persone gelewer word;

“haarkapper” 'n werknemer, uitgesonderd 'n minderjarige in klousule 4 (1) (d) bedoel, of 'n vakleerling wat een of meer van die werksaamhede soos onder “toilet dienste” in hierdie woordomskrywing bepaal, verrig;

“haarkapper, gekwalifiseer,” 'n werknemer wat—

(a) 'n leerlingskontrak kragtens die Wet op Vakleerlinge, 1944, uitgedien het; of

(b) die Raad deur middel van 'n eksamen of andersins kan oortuig van sy bekwaamheid in dameshaarkapperij in hare kap, marcelkarteling, hare set, bleik en kleur, alle metodes van permanente karteling en skoonheidskunde en in manshaarkapperij in hare kap, skeer, hare met sjampoe was (droog en met olie) en skeermesse slyp; of

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

“Haarkappersbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toilet dienste te lewer in 'n bedryfsinrigting;

“dameshaarkapperij” die seksie van die Haarkappersbedryf waarin toilet dienste soos hierin omskryf aan vroulike persone gelewer word;

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation 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, No. 28 of 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 (male or female) who is employed by the same employer for not more than two days in any one week;

“continuation member” means a person who was an employee or working employer in the Hairdressing Trade and who retired from the Hairdressing Trade after twenty (20) years of continuous membership of the Hairdressing Trade Sick Benefit Fund in terms of clause 25 of this Agreement.

“Council” means the Industrial Council for the Hairdressing Trade, Cape Peninsula, registered in terms of section 19 of the Industrial Conciliation Act, 1956;

“establishment” means any place in which toilet services are normally rendered to White persons;

“experience” means—

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

(b) in relation to a “receptionist and/or telephonist”, the total period or periods of employment which an employee has had in the following occupations, viz. writing and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant;

(c) in relation to a shampooist, and a manicurist and/or beauty culturist, the total period or periods of employment which an employee has had as a shampooist, manicurist and/or beauty culturist, as the case may be, in the Hairdressing Trade;

“general assistant” means an employee who is engaged in any one or more of the following operations:

(a) Carrying, lifting or moving;

(b) cleaning, sweeping or washing premises or utensils, receptacles, furniture, or other articles;

(c) delivering letters, messages or goods on foot or by means of any hand or foot propelled vehicle;

(d) making tea or similar beverages;

(e) washing or ironing towels or overalls or other protective clothing;

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

“hairdresser” means an employee other than a minor referred to in clause 4 (1) (d) or an apprentice who performs 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” means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment;

“ladies' trade” means the section of the Hairdressing Trade in which toilet services as herein defined are rendered to female persons;

"manikuris en/of skoonheidskundige" 'n werknemer van 21 jaar of ouer wat gedeeltelik of hoofsaaklik manikuurwerk en/of masseerwerk of ander stimuleerbehandeling van die gesig, kopvel of nek en wenkbrouplukwerk doen en wat, bykomend daarby, die werksaamhede van 'n sjampoeis mag verrig;

"Meestersertifikaat" 'n sertifikaat met betrekking tot die Haarkappersbedryf uitgereik deur die Cape Master Hairdressers' Association aan 'n haarkapper (gekwalifiseer);

"bestuurdershoedanigheid" 'n betrekking deur 'n werknemer beklee wat verantwoordelik is vir die algehele toezig oor, verantwoordelikheid vir en bestuur van die werksaamhede wat in die bedryfsinrigting uitgeoefen word en van die werknemers wat daarin werk;

"militêre diens" enige diens wat verrig word ingevolge die Verdedigingswet;

"minderjarige" 'n minderjarige wat op proef in diens is ooreenkomstig die Wet op Vakleerlinge, 1944;

"deeltydse werknemer" 'n werknemer wat per week of per maand vir hoogstens 27 gewone ure gedurende 'n week in diens geneem word;

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

"ontvangsklerk en/of telefonis" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Klante ontvang of afsprake per telefoon of andersins maak, rekenings of registers behartig of 'n ander vorm van klerklike werk verrig, benewens die hantering van kontant en behartiging van toonbankverkope;

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

Sjampoeëring; sluiers, spelde, rollers, knippe en enige ander setmiddels verwyder; klante voorberei vir bleikstrepe of bobleiking; spoelmiddels of kleursjampoe aanwend; klante onder droërs plaas en klante onder droërs uitneem;

"toilet dienste"—

(a) in dameshaarkappery, die werksaamhede in verband met sjampoeerwerk, hare kap, hare skroei, masseerwerk (kop of gesig), hare kartel (permanent of marcel), set, droogmaak, tint, naelversorging, wenkbroue pluk, bordwerk, trigologiese behandeling, skoonheidskunde en gesigsbehandeling;

(b) in manshaarkappery, hare kap, skeer, hare sjampoeer, hare skroei, masseerwerk (kop of gesig) en trigologiese behandeling;

"werkende werkgewer" 'n werkgewer of 'n vennoot in 'n vennootskap wat al sy tyd en aandag bestee aan die bedryfsinrigting wat sy eiendom is of dié van die vennootskap, na gelang van die geval, en wat self werk verrig wat soortgelyk is aan dié wat enigeen van sy werknemers verrig.

4. LONE

(1) Behoudens subklousule (2) van hierdie klousule, mag geen werkgewer laer lone betaal en mag geen werknemer laer lone aanneem as onderstaande nie:

(a) Mans- en Dameshaarkappery: (Mans en Vroue)		Per week R	Per maand R
(i) Haarkapper (gekwalifiseer), vir die eerste jaar ná kwalifisering.....	Daarna.....	36,93 55,39	160,00 240,00
(ii) Haarkapper (gekwalifiseer) wat 'n Meestersertifikaat besit.....		61,16	265,00
(iii) Haarkapper (gekwalifiseer) wat 'n Meestersertifikaat besit en in 'n bestuurdershoedanigheid in diens is (prakties of administratief).....		66,93	290,00
(iv) Aan alle haarkappers wat kwalifiseer deur in 'n kwalifiserende vaktotoets te slaag ingevolge die Wet op Vakleerlinge, 1944, moet die eerste jaar ná kwalifisering, benewens die lone hierbo vermeld, 'n bedrag van.....		2,31	10,00
		Per dag R	
(v) Los werknemer.....		11,00	
		Per week R	Per maand R
(b) Algemene assistente:			
Mans en vrouens onder 18 jaar.....		17,54	76,00
Vroue 18 jaar of ouer.....		20,31	88,00
Mans 18 jaar of ouer tot en met 18/3/80		23,00	100,00
Daarna.....		24,50	106,00

"manicurist and/or beauty culturist" means an employee of the age 21 years or over who is wholly or mainly engaged in manicuring and/or massage or other stimulative treatment of the face, scalp or neck, and eyebrow plucking, and who may, in addition, perform the duties of a shampooist;

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

"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;

"military service" means any service performed in pursuance of the Defence Act;

"minor" means a minor employed on probation in terms of the Apprenticeship Act, 1944;

"part-time employee" means an employee employed by the week or month for not more than 27 ordinary hours during any one week;

"premiums" 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 an employee who performs one or more of the following duties: Receiving clients or booking appointments by telephone or otherwise, keeping accounts and records or 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 in 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—

(a) in the ladies' trade, the operation in shampooing, haircutting, hair singeing, massaging (head or face), waving (permanent or marcel), setting, hairdrying, tinting, manicuring, eyebrow plucking, board work, trichological treatment, beauty culture treatment and facial treatment;

(b) in the gentlemen's trade, haircutting, shaving, shampooing and singeing, massage (head or face) and trichological treatment;

"working employer" means an employer or any partner in a partnership who devotes his full time and attention in the establishment owned by him or by the partnership, as the case may be, and who himself performs work similar to that carried out by any of his employees.

4. WAGES

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

(a) Gentlemen's and Ladies Trade (Males and Females):		Per week R	Per month R
(i) Hairdresser (qualified for the first year after qualifying.....	Thereafter.....	36,93 55,39	160,00 240,00
(ii) Hairdresser (qualified) who is the holder of a Master's Certificate.....		61,16	265,00
(iii) Hairdresser (qualified) who is the holder of Master's Certificate and who is employed in a managerial capacity (practical or administrative)		66,93	290,00
(iv) All hairdressers who qualify by passing a qualifying trade test in terms of the Apprenticeship Act, 1944, shall for the first year after qualifying, in addition to the wages specified above, be paid.....		2,31	10,00
		Per day R	
(v) Casual employee.....		11,00	
		Per week R	Per month R
(b) General assistants:			
Males and females under 18 years of age		17,54	76,00
Females of or over 18 years of age....		20,31	88,00
Males of or over 18 years of age until 18/3/80.....		23,00	100,00
Thereafter.....		24,50	106,00

(c) Manikuris en/of skoonheidskundige (mans- of dameshaarkappery):

Gedurende die eerste jaar van ondervinding.....	21,70	94,00
Daarna.....	35,08	152,00

(d) Mans- en dameshaarkappery:

- (i) Minderjariges in diens as mans- en dames kappers, aangewys ingevolge die Wet op Vakleerlinge, 1944, gedurende die tydperk wat hulle ingevolge daardie Wet sonder 'n leerling-kontrak aldus in diens mag wees: Dieselfde loon wat betaalbaar is aan 'n eerstejaarsvakleerling van dieselfde geslag in manshaarkappery.

(e) Sjampoeis—

(i) eerste jaar ondervinding.....	20,31	88,00
(ii) daarna.....	24,00	104,00

(f) Ontvangsklerke en/of telefoniste:

Mans- en dameshaarkappery (man of vrou)—

eerste jaar ondervinding.....	31,73	137,50
daarna.....	38,08	165,00

(2) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer as 'n haarkapper aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgewer regtens vereis word om by te dra.

(3) 'n Werkgewer mag geen persoon as manlike of vroulike haarkapper in diens hê nie tensy sodanige persoon 'n gekwalifiseerde haarkapper is soos omskryf in klousule 3 en/of 'n minderjarige en/of 'n vakleerling is, en tensy minstens die loon vir 'n haarkapper betaal word soos voorgeskryf in subklousule (1) van hierdie klousule vir die eerste jaar na kwalifisering, en sodanige werknemer moet vir alle doeleindes van hierdie Ooreenkoms geag word 'n haarkapper te wees.

(4) Niks in hierdie klousule mag 'n vermindering toelaat van die loon wat 'n werknemer op die datum van die inwerkingtreding van hierdie Ooreenkoms ontvang het nie, so lank die werknemer by dieselfde werkgewer in diens bly.

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

(6) Los werknemers mag slegs in diens geneem word vir die vervanging van werknemers of werkende werkgewers of venote wat tydelik met siekte of geleentheidsverlof afwesig is.

(7) Deeltydse werknemers mag slegs as ontvangsklerke en/of telefoniste en gekwalifiseerde haarkappers in diens geneem word.

(8) 'n Deeltydse ontvangsklerk en/of telefonis en gekwalifiseerde haarkapper moet minstens 75 persent betaal word van die loon wat vir 'n werknemer van dieselfde klas voorgeskryf word.

(9) (a) Sjampoeïste kan net in die volgende verhouding in diens geneem word, naamlik:

Een sjampoeïste waar een gekwalifiseerde haarkapper in diens is; een sjampoeïste waar twee gekwalifiseerde haarkappers in diens is; twee sjampoeïste waar drie gekwalifiseerde haarkappers in diens is en daarna een addisionele sjampoeïste vir elke addisionele twee gekwalifiseerde haarkappers bo en behalwe drie.

(b) 'n Werknemer mag niemand as sjampoeïste in diens neem nie, tensy sodanige persoon vir lidmaatskap van die vakvereniging in aanmerking kom.

(c) Deeltydse gekwalifiseerde haarkappers kan slegs in diens geneem word in die verhouding van een deeltydse gekwalifiseerde haarkapper vir elke heeltydse gekwalifiseerde haarkapper, wat 'n heeltydse gekwalifiseerde haarkapper as werkende werkgewer insluit.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Lone moet, na gelang van die geval, wekeliks of maandeliks in kontant betaal word, tensy 'n werknemer se dienskontrak voor die gewone betaaldag beëindig word, en dié geval moet lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde loon moet in 'n verseëelde kovert wees waarop die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling gedoen word; aftrekkings kragtens hierdie Ooreenkoms en die bedrag wat in die kovert is, vermeld word. Aan 'n los werknemer moet die besoldiging aan hom verskuldig by beëindiging van elke dienskontrak betaal word.

(c) Manicurists and/or Beauty culturists (gentlemen's or ladies trade):

During the first year of experience.....	21,70	94,00
Thereafter.....	35,08	152,00

(d) Gentlemen's and ladies trade:

- (i) Minors employed in the trade of gentlemen's and ladies hairdresser designated in terms of the Apprenticeship Act, 1944, during the period they may be so employed in terms of that Act without a contract of Apprenticeship: The same wage as is payable to a first-year Apprentice in the gentlemen's trade.

(e) Shampooists—

(i) first year of experience.....	20,31	88,00
(ii) thereafter.....	24,00	104,00

(f) Receptionist and/or telephonists:

Ladies and gentlemen's trade (male or female)—

first year of experience.....	31,73	137,50
and thereafter.....	38,08	165,00

(2) An employer shall not accept a premium for the training of an employee 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.

(3) An employer shall not employ any person as male or female hairdresser unless such person is a qualified hairdresser as defined under clause 3 and/or is a minor and/or an apprentice and unless not less than the wage for a hairdresser prescribed in subclause (1) of this clause for the first year after qualifying is paid, and such an employee shall for all purposes of this Agreement be deemed to be a hairdresser.

(4) 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.

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

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

(7) Part-time employees shall only be employed in the category of receptionists and/or telephonist and qualified hairdressers.

(8) A part-time receptionist and/or telephonist and qualified hairdresser shall be paid not less than 75 per cent of the wage prescribed for an employee of the same class.

(9) (a) Shampooist may only be employed in the following ratio, namely:

One shampooist where one hairdresser, qualified is employed; one shampooist where two hairdressers, qualified, are employed; two shampooists where three hairdressers, qualified, are employed and thereafter one additional shampooist for every additional two qualified hairdressers over and above three.

(b) An employer shall not employ any person as a shampooist unless such person is eligible for membership of the trade union.

(c) Part-time qualified hairdressers may only be employed in the ratio of one part-time qualified hairdresser to each full-time qualified hairdresser which includes a full-time qualified hairdresser working employer.

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) Geen aftrekkings hoegenaamd mag van die bedrag wat aan 'n werknemer verskuldig is, gedoen word nie, uitgesonderd die volgende:

(a) Behoudens klousule 7, wanneer 'n werknemer van sy werk af wegbly en dit nie op las of op versoek van die werkgewer geskied nie 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(b) bydraes tot Raadsfondse ingevolge klousule 16 van hierdie Ooreenkoms;

(c) Ledegeld aan S.A. Hairdressers' Employees' Industrial Union (Cape Western Branch) ingevolge klousule 16 (2) van hierdie Ooreenkoms;

(d) bydraes tot die Siektebystandsfonds vir die Haarkappers-bedryf ingevolge klousule 25 (3) (b) van hierdie Ooreenkoms;

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

(3) Die lone wat ingevolge klousule 4 verskuldig is en enige ander besoldiging aan 'n werknemer op 'n weeklikse dienskontrak verskuldig, moet op die Vrydag van elke week gedurende die maand gedurende die werkure betaal word. As Vrydag 'n openbare vakansiedag is, moet betaling gedurende die werkure op die voorafgaande werkdag gedoen word; as 'n werknemer op 'n maandelikse dienskontrak is, moet besoldiging ingevolge hierdie Ooreenkoms verskuldig, gedurende die werkure op die laaste dag van elke maand aan sodanige werknemer betaal word, of voor 12h00 as die laaste dag op 'n Saterdag val: Met dien verstande dat as sodanige dag van dié bepaalde maand op 'n ander dag as 'n werkdag val, sodanige lone gedurende die werkure op die werkdag wat dié dag onmiddellik voorafgaan, betaal moet word, of as dié dag 'n Saterdag is, voor 12h00 op dié dag.

(4) Betaling van lone moet geskied op die plek waar die werknemer werklik werk of in diens is wanneer die lone betaal word.

(5) As 'n werknemer op 'n maandelikse grondslag betaal word, is sy loon vier en 'n derde maal die weekloon wat in klousule 4 (1) vir werknemers van sy klas voorgeskryf word.

6. WERKURE

(1) (a) Die gewone werkure van alle werknemers wat in die Haarkappersbedryf in diens is, mag hoogstens 45 per week van ses werkdae wees, soos volg:

Dameshaarkappery:

Maandag en Dinsdag	Werkure mag hoogstens 7½ per dag wees	Tussen die ure 08h00 en 18h00.
Woensdag.....	Werkure mag hoogstens 8 per dag wees	Tussen die ure 08h00 en 18h00.
Donderdag en Vrydag	Werkure mag hoogstens 8½ per dag wees	Tussen die ure 07h30 en 18h30.
Saterdag.....	Werkure mag hoogstens 5 per dag wees	Tussen die ure 07h00 en 13h00.

Manshaarkappery:

Maandag.....	Werkure mag hoogstens 8 per dag wees	Tussen die ure 08h00 en 18h00.
Dinsdag en Woensdag	Werkure mag hoogstens 7½ per dag wees	Tussen die ure 08h00 en 18h00.
Donderdag en Vrydag	Werkure mag hoogstens 8½ per dag wees	Tussen die ure 07h30 en 18h30.
Saterdag.....	Werkure mag hoogstens 5 per dag wees	Tussen die ure 07h00 en 13h00.

(b) Geen werkgewer mag van 'n werknemer vereis of hom toelaat of voor dié tye soos bepaal in subklousule (1) (a) te begin werk of daarna op te hou werk nie en geen werknemer mag voor hierdie tye begin werk of daarna ophou werk nie.

(2) Elke werkgewer moet 'n tabel wat die volle name van al sy werknemers uitsien op 'n opvallende plek in sy bedryfs-inrigting vertoon. Sodanige tabel moet voor 12h00 op die laaste werkdag van die week onmiddellik voor die week waarop die tabel betrekking het, opgeplak word en moet die begintyd, die etensuurpouse en die uitskeityd van elke werknemer duidelik aantoon.

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

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

(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 7, where an employee absents himself from work and such absence is not on the instructions or at the request of the employer, a pro rata amount for the period of absence;

(b) contributions to Council Funds in terms of clause 16 of this Agreement;

(c) subscriptions to S.A. Hairdressers' Employees' Industrial Union (Cape Western Branch) in terms of clause 16 (2) of this Agreement;

(d) contributions to their Hairdressing Trade Sick Benefit Fund in terms of clause 25 (3) (b) 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 during the hours of work on the Friday of each week during the month. Where Friday is a public holiday payment shall be made during the hours of work on the previous business day; where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement during the hours of work on the last day of each and every month or before 12h00 in the event of such day being a Saturday: Provided that should such a day of that particular month be other than a business day, such wages shall be paid during the hours of work on the business day immediately preceding such day, or should such day be a Saturday then before 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.

(5) Where an employee is paid on a monthly basis his wage shall be four and one-third times the weekly rate prescribed for employees of his class in clause 4 (1).

6. HOURS OF WORK

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

Ladies' trade:

Monday and Tuesday	Hours of work not to exceed 7½ per day	Between the hours of 08h00 and 18h00.
Wednesday.....	Hours of work not to exceed 8 per day	Between the hours of 08h00 and 18h00.
Thursday and Friday	Hours of work not to exceed 8½ per day	Between the hours of 07h30 and 18h30.
Saturdays.....	Hours of work not to exceed 5 per day	Between the hours of 07h00 and 13h00.

Gents' trade:

Monday.....	Hours of work not to exceed 8 per day	Between the hours of 08h00 and 18h00.
Tuesday and Wednesday	Hours of work not to exceed 7½ per day	Between the hours of 08h00 and 18h00.
Thursday and Friday	Hours of work not to exceed 8½ per day	Between the hours of 07h30 and 18h30.
Saturdays.....	Hours of work not to exceed 5 per day	Between the hours of 07h00 and 13h00.

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

(2) Every employer shall exhibit in a prominent place in his establishment a schedule setting out the full names of all his employees. Such schedule shall be posted up before 12 noon on the last working day of the week preceding the week to which such schedule refers, and shall show clearly the time of commencing work, the lunch hour interval, and the time of finishing off of each employee.

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

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

(5) Werkgewers mag nie hul persele buite die ure wat in hierdie klousule bepaal word, oophou nie, behalwe om hul persele te belug en skoon te maak.

(6) *Etenspouses*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om op enige dag meer as vyf ure aan-teen te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en die pouse word nie as deel van die gewone werkure, of as oortyd, geag nie: Met dien verstande dat—

(i) indien die pouse langer as een uur duur, enige tyd oor een en 'n kwart uur as gewone werkure beskou word;

(ii) werktydperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou word.

(7) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan—

(a) die middel van elke eerste werktydperk op 'n dag;

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

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

7. JAARLIKSE VERLOF EN BESOLDIGING VIR JAARLIKSE VERLOF

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging wat toegestaan en geneem moet word op alle openbare vakansiedae, insluitende die 2de dag van Januarie en die Saterdag wat elke jaar onmiddellik op Goeie Vrydag volg, en genoemde twee dae word vir die doeleindes van die Ooreenkoms as Openbare Vakansiedae beskou.

(2) Aan elke werknemer, uitgesonderd 'n los werknemer, moet 21 agtereenvolgende dae verlof met volle besoldiging toegestaan word ten opsigte van elke jaar diens bedoel in subklousule (7): Met dien verstande dat 'n werkgever, op die skriftelike versoek van 'n werknemer, die reg het om 'n werknemer toe te laat om dié jaarlikse verlof van 21 dae nie noodwendig agtereenvolgend te neem nie, maar altyd behoudens subklousule (3).

Die 21 dae verlof moet 18 volle werkdae insluit.

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

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

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

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

(6) As 'n bedryfsinrigting tydens die geldigheidsduur van hierdie Ooreenkoms van een eienaar aan 'n ander oorgedra word deur verkoop van die besigheid, moet die uittredende eienaar alle verloffgeld wat verskuldig is aan sy vroeëre werknemers wat by die nuwe eienaar in diens bly, aan die Nywerheidsraad betaal en genoemde werknemers word geag een jaar diens te voltooi het wat hulle geregtig maak op jaarlikse verlof ingevolge hierdie klousule, na verloop van een jaar, gereken vanaf die datum waarop hulle laas op jaarlikse verlof

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

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

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

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

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

(a) the middle of each first work period in a day;

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

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

7. ANNUAL LEAVE AND PAYMENT FOR ANNUAL LEAVE

(1) Each employee except casual employees, shall be entitled to be granted and shall take leave on full pay on all public holidays including the 2nd day of January and the Saturday immediately succeeding Good Friday in every year, which said two days shall for all purposes of this Agreement be considered as if Public Holidays.

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

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

The 21 days' leave shall include 18 clear working days.

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

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

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

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

(6) If during the currency of this Agreement an establishment is transferred from one proprietor to another through sale of business, the retiring proprietor shall pay to the Industrial Council all leave moneys due to his previous employees who continue in employment with the new proprietor and the said employees shall be deemed to have completed one year's

geregtig geword het, of die datum waarop hulle deur hul vorige werkgever in diens geneem is naamlik die jongste datum: Met dien verstande dat die nuwe eienaar slegs vir verlofsbesoldiging ten opsigte van die tydperk in sy diens aanspreeklik is. Die Raad moet die nuwe eienaar in kennis stel wanneer verlof aan die onderskeie werknemers verskuldig is en hulle moet die neem wanneer dit verskuldig word. Alle verlofgeld wat deur die Nywerheidsraad ontvang is, moet minstens 14 dae voor die aanvang van hul verlof aan sodanige werknemers uitbetaal word of, in die geval van 'n werknemer wie se diens beëindig word, na aansoek daarom deur sodanige werknemer.

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

(8) 'n Tydperk waartydens 'n werknemer—

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

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

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

(10) Die jaarlikse verloftydperk van 'n werknemer mag nie saamval nie met—

- (a) 'n tydperk waartydens die werknemer van sy werk afwesig is weens siekte, of
- (b) 'n tydperk van kennisgewing van diensbeëindiging, of
- (c) 'n tydperk van militêre diens, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem.

(11) In hierdie klousule omvat die uitdrukking "werkgever" die volgende:

- (a) In die geval van die afsterwe van 'n werkgever, die eksekuteur en sy boedel of sy erfgenaam of legataris; en
- (b) in die geval van die insolvensie van 'n werkgever of die likwidasie van sy boedel of die oordrag of verkoop van sy sakeonderneming, die trustee of likwidateur of die nuwe eienaar van die sakeonderneming;

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

(12) Die besoldiging ten opsigte van die verlof wat in subklousule (2), gelees met subklousule (3), voorgeskryf word, moet betaal word voor of op die laaste werkdag voor die datum waarop sodanige verlof begin.

8. SIEKTEVERLOF

(1) 'n Werkgever moet aan elke werknemer, uitgesonderd 'n los werknemer, wat by hom in diens is en van sy werk afwesig is weens ongeskiktheid en wat nie in aanmerking kom vir lidmaatskap van die Siekesoldyfondse bedoel by klousule 26 nie, altesaam minstens 36 werkdag siekteverlof gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom toestaan en moet aan so 'n 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 indien hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

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

(ii) 'n werkgever, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk vir 'n tydperk wat meer as twee agtereenvolgende dae duur, kan vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n mediese praktisyn onderteken is en wat die aard en die duur van die werknemer se ongeskiktheid aandui: Met dien verstande dat waar 'n werknemer gedurende enige tydperk van tot agt weke by

service entitling them to annual leave in terms of this clause on the expiry of one year reckoned from the date on which they last became entitled to annual leave or the date of engagement by their previous employer, whichever is the later: Provided that the new proprietor shall only be liable to leave pay in respect of employment with him. The Council shall advise the new proprietor when leave is due to the respective employees who shall take such leave when it falls due. All leave moneys received by the Industrial Council shall be paid by it to such employees at least 14 days before the commencement of their leave or in the case of an employee whose employment is terminated, upon application therefor by such employee.

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

(8) Any period during which an employee—

- (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 performing military service 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 service referred to in paragraph (d) performed in that year, shall, for the purposes of subclauses (2) and (4), be deemed to be employment.

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

(10) The period of annual leave of an employee shall not be concurrent with—

- (a) any period during which the employee is absent from work owing to illness; or
- (b) any period of notice of termination of employment; or
- (c) any period of military service, unless the employee so requests and the employer agrees, in writing.

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

- (a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

(12) The remuneration in respect of the leave prescribed in subclause (2), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of such leave.

8. SICK LEAVE

(1) An employer shall grant to any employee, other than a casual employee, employed by him who is absent from work through incapacity and who is not eligible for membership of the Sick Pay Fund referred to in clause 26 not less than 36 work-days' sick leave in the aggregate during any period of 36 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the

twee of meer geleenthede ingevolge hierdie subklousule bedrae ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom mag vereis om sodanige sertifikaat voor te lê ten opsigte van alle afwesigheid van sy werk;

(iii) waar daar regtens van 'n werknemer vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy sodanige gelde ten opsigte van enige ongeskiktheid betaal, die bedrag aldus betaal verrekken mag word teen die bedrag wat ingevolge hierdie subklousule betaal moet word ten opsigte van afwesigheid met siekteverlof weens sodanige ongeskiktheid;

(iv) hierdie subklousule nie van toepassing is nie ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgever deur 'n ander wet verplig word om aan die werknemer 'n bedrag te betaal wat minstens gelyk is aan sy loon.

(2) Vir die toepassing van hierdie klousule—

(a) sluit "diens" 'n tydperk in waartydens 'n werknemer—

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

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

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

(iv) militêre diens verrig, wat in 'n jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke bedoel by subparagrafe (i), (ii) en (iii), plus tot vier maande van 'n tydperk van militêre diens bedoel by subparagraaf (iv) wat gedurende daardie jaar verrig is en enige ononderbroke tydperk wat 'n werknemer by dieselfde werkgever in diens was onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms word geag diens te wees by die toepassing van hierdie klousule, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan so 'n werknemer toegestaan word, word by die toepassing van hierdie klousule geag ingevolge die bepalings van hierdie Ooreenkoms toegestaan te gewees het; en

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

9. DIENSBEÏNDIGING

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

(a) gedurende die eerste vier weke diens, minstens een werkdag;

(b) in die geval van 'n weekliks besoldigde werknemer, na die eerste vier weke diens, een week;

(c) in die geval van 'n maandeliks besoldigde werknemer, na die eerste vier weke diens, twee weke;

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing, 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 kennis minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennis, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van twee weke kennis, minstens dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende raak nie:

(aa) Die reg van 'n werkgever of 'n werknemer om die kontrak om enige regsgeldige rede sonder kennisgewing te beëindig;

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

(ac) die geldigheid van enige verbeurings of boetes wat regtens van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Waar daar 'n ooreenkoms bestaan ingevolge voorbehoedsbepaling (ab) van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die diensopseggingstydperk waarvoor ooreengekom is.

employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;

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

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

(2) For the purposes of this clause—

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

(i) is on leave in terms of clause 7 (2); or

(ii) is on sick leave in terms of subclause (1); or

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

(iv) is performing military service;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) performed in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this Agreement shall, for the purposes of this clause, be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall for the purposes of this clause, be deemed to have been granted under this Agreement; and

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

9. 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) during the first four weeks of employment, not less than one work-day's notice;

(b) in the case of a weekly paid employee, one week's notice after the first four weeks of employment;

(c) in the case of a monthly paid employee, two weeks' notice after the first four weeks of employment;

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

(i) in the case of 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;

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

(ab) 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;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of proviso (ab) to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) Die kennisgewing wat in subklousule (1) voorgeskryf word, moet geskied—

(a) in die geval van 'n weekliks besoldigde werknemer, te eniger tyd vóór 17h30 op die gewone betaaldag van die bedryfsinrigting; en is geldig vanaf die Saterdag tot Vrydag;

(b) in die geval van 'n maandeliks besoldigde werknemer, te eniger tyd vóór 17h30 voor of op die eerste of 15de dag van 'n kalendermaand, en is geldig vanaf sodanige eerste of 15de dag:

Met dien verstande—

(i) dat die diensopseggingstydperk nie mag saamval met en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of met enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957;

(ii) dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid weens siekte (met dien verstande dat sodanige siekte nie te wyte is aan of voortspruit uit swangerskap nie) vir 'n ononderbroke tydperk van hoogstens 30 dae;

(iii) dat waar daar vereis word dat slegs een werkdag kennis gegee word, sodanige kennis op enige werkdag gegee kan word; en

(iv) dat waar die eerste of 15de dag van die maand op 'n Sondag of op 'n openbare vakansiedag val, kennis gegee kan word op die eerste werkdag wat op sodanige Sondag of openbare vakansiedag volg.

(4) Die kennisgewing wat in subklousule (1) voorgeskryf word, moet skriftelik geskied.

10. DIENSSERTIFIKAAT

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

11. BEVOEGDHEIDSERTIFIKAAT

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

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

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

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

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

12. BUITEWERK

'n Werknemer mag nie—

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

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

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

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

13. KOMMISSIE-OOREENKOMSTE

'n Werkgever kan met sy werknemer ooreenkom om aan hom, benewens die loon vir hom in klousule 4 voorgeskryf, kommissie te betaal op verkope van die werknemer: Met dien verstande dat die werkgever, voordat die ooreenkoms (wat op skrif gestel moet word) in werking tree, aan die werknemer 'n kopie van die ooreenkoms, waarin die volgende voorkom, moet verskaf:

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

(3) The notice prescribed in subclause (1) shall be given—

(a) in the case of a weekly paid employee, at any time before 17h30 on the usual pay-day of the establishment and shall commence to run from the Saturday to Friday;

(b) in the case of a monthly paid employee, at any time before 17h30 on or before the first or 15th day of a calendar month and shall commence to run from such first or 15th day:

Provided—

(i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave in terms of clause 7 or any period of military service in pursuance of the Defence Act, 1957; and

(ii) that notice shall not be given during an employee's absence due to illness (provided that such illness shall not be due to or arise out of pregnancy) for a continuous period not exceeding 30 days;

(iii) that where only one work-day's notice is required to be given, such notice may be given on any work-day; and

(iv) that where the first or 15th day of the month falls on a Sunday or a public holiday, notice may be given on the first work-day succeeding such Sunday or public holiday.

(4) The notice prescribed in subclause (1) shall be in writing.

10. CERTIFICATE OF SERVICE

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

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 employee applies for a certificate of competency, he shall forward with such application the sum of R8 to the Council (through the Secretary) which shall—

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

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

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

12. OUTWORK

An employee shall not—

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

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

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

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

13. COMMISSION AGREEMENTS

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

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

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

(c) die kennisgewingstermyn, wat minstens een week moet wees en skriftelik moet geskied, wat aan die werkgewer of sy werknemer gegee moet word om die ooreenkoms in te trek of om oor 'n verandering daarvan te onderhandel.

14. VERTOLKING VAN OOREENKOMS

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

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

15. VRYSTELLINGS

(1) Behoudens die voorbehoudbepaling van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede, ten opsigte van enige persoon, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

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

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

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

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie van sodanige uitgereikte sertifikaat behou en 'n kopie aan die Afdelingsinspekteur, Departement van Mannekragbenutting, Kaapstad, stuur;
- (b) indien die vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

16. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (CAPE WESTERN BRANCH) EN DIE CAPE MASTER HAIRDRESSERS' ASSOCIATION

(1) Ter bestryding van die Raad se uitgawes moet elke werkgewer die volgende bedrae aftrek:

- (a) Vyf sent (5c) per week van die verdienste van elke algemene assistent onder 18 jaar;
- (b) tien sent (10c) per week van die verdienste van elke algemene assistent van 18 jaar of ouer en van die verdienste van elke sjampoeis gedurende die eerste jaar van ondervinding;
- (c) tien sent (10c) per week van die verdienste van elke los werknemer ten opsigte van elke week wat hy by die werkgewer in diens was;
- (d) twaalf sent (12c) per week van die verdienste van elke leerlingmanikuris en/of -skoonheidskundige gedurende die eerste jaar van ondervinding en van die verdienste van sjampoeiste met meer as een jaar ondervinding;
- (e) twintig sent (20c) per week van die verdienste van manikuriste en/of skoonheidskundiges met meer as een jaar ondervinding en ontvangsklerke en/of telefoniste;
- (f) Dertig sent (30c) per week van die verdienste van elkeen van sy werknemers uitgesonderd los werknemers, vakleerlinge, minderjariges en werknemers na wie in paragrawe (a) tot (e) verwys word.

By die totale bedrae wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag elke maand, voor of op die sewende dag van elke maand, aan die Sekretaris van die Raad, S.A. Permanentgebou 604, Houtstraat 55, Kaapstad, of Posbus 11047, Kaapstad, stuur in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(2) Elke werkgewer wat lid is van die Cape Master Hairdressers' Association moet kragtens hierdie Ooreenkoms van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge, wat lede van die vakvereniging is die bedrae aan ledegeld aftrek wat aan dié vakvereniging verskuldig is, en dit elke maand, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, S.A. Permanentgebou 604,

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

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

14. 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.

15. 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 deems fit, after one week's notice, in writing, has been given to the persons concerned, withdraw any licence of exemption.

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

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

(4) The Secretary of the Council shall—

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

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

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct—

- (a) five cents (5c) per week from the earnings of every general assistant under 18 years of age;
- (b) ten cents (10c) per week from the earnings of every general assistant of or over 18 years of age and from the earnings of every shampooist during the first year of experience;
- (c) ten cents (10c) per week from the earnings of each casual employee in respect of each week during which he was employed by that employer;
- (d) twelve cents (12c) per week from the earnings of every manicurist and/or beauty culturist trainee during the first year of experience and from the earnings of shampooist with more than one year's experience;
- (e) twenty cents (20c) per week from the earnings of manicurists and/or beauty culturists with more than one year's experience, and receptionists and/or telephonists;
- (f) thirty cents (30c) per week from the earnings of each of his employees other than casual employees, apprentices, minors and employees referred to in paragraphs (a) to (e).

To the total amounts so deducted the employer shall add a like amount and remit month by month the total sum to the Secretary of the Council 604 S.A. Permanent Buildings, 55 Hout Street, Cape Town, or P.O. Box 11047, Cape Town, 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 Cape Master Hairdressers' Association shall, by authority of this Agreement, deduct from the monthly or weekly wage of his employees and those apprentices, who are members of the trade union, the amount of subscriptions payable to such union and remit same month by month to the Secretary of the Council, 604 S.A. Permanent Buildings, 55 Hout Street, Cape Town, or

Houtstraat 55, Kaapstad, of Posbus 11047, Kaapstad, stuur in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(3) Elke werkgever wat lid is van die Cape Master Hairdressers' Association moet voor of op die sewende dag van elke maand die maandelike wat deur hom aan die Association verskuldig is aan die Sekretaris van die Raad, S.A. Permanentegebou 604, Houtstraat 55, Kaapstad, of Posbus 11047, Kaapstad, stuur in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

17. VERTONING VAN OOREENKOMS

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

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

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

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

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

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

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

(5) Elke werkgever moet, in geval van 'n verandering in enigeen van die besonderhede wat hy ingevolge hierdie klousule moet verstrek, die Sekretaris van die Raad binne 14 dae na die datum waarop sodanige verandering van krag geword het, van die verandering in kennis stel.

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

19. AGENTE

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

20. LIDMAATSKAP

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

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

(3) Hierdie klousule is nie van toepassing nie—

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

P.O. Box 11047, Cape Town 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 Cape Master Hairdressers' Association shall remit the monthly fees payable by him to the Association to the Secretary of the Council, 604 S.A. Permanent Buildings, 55 Hout Street, Cape Town, or P.O. Box 11047, Cape Town, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.

17. EXHIBITIONS OF AGREEMENT

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

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

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

- (a) The full names of the directors, the full names of the persons 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 notification of any change within 14 days of the date upon which such change took effect.

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

19. AGENTS

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

20. MEMBERSHIP

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

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

(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 thereof the provisions of this clause shall immediately come into operation;

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

21. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

22. WERKENDE WERKGEWERS

Alle werkende werkgevers in die Haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaardes in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom, met dié uitsondering dat werkende werkgevers van 07h30 tot 18h00 op Maandae, Dinsdae en Woensdae; van 07h30 tot 18h30 op Donderdae en Vrydae; en van 07h00 tot 13h00 op Saterdag mag werk: Met dien verstande dat, waar daar meer as twee vennote is, slegs twee van die werkende vennote aldus van 07h30 tot 18h00 op Maandae, Dinsdae en Woensdae; van 07h30 tot 18h30 op Donderdae en Vrydae en van 07h00 tot 13h00 op Saterdag mag werk.

23. BEHEER OOR PERSELE

(1) Geen werkgever mag die Haarkappersbedryf uitoefen in 'n perseel—

(a) wat nie behoorlik verlig en geventileer en van 'n voldoende koue- en warmwatertoevoer voorsien is nie;

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

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

(d) wat uitgerus is met rakke, los of vaste toebehore wat nie van glas, marmer of leiklip gemaak of met emalje afgewerk of met sink of 'n ander maklik afwasbare en duursame materiaal bedek is nie;

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

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

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

24. VERSKAFFING VAN UITRUSTING

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

(a) in dameshaarkappery—

(i) krultange;

(ii) skêre;

(iii) kamme;

(iv) knippers (nie-elektries);

(v) naelvyle, naelvliesskêre en -knippers;

(b) in manshaarkappery—

(i) knippers (nie-elektries);

(ii) skêre;

(iii) skeermesse;

(iv) nekborsel;

(v) kamme;

(vi) skeerrieme;

(c) in gevalle waar die werkgever 'n "kleurskema" vir baadjies en oorpakke invoer wat by die kleurskema van sy salon pas, moet hy die nodige oorjasse en baadjies aan sy assistente verkaf.

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

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

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

21. 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 facilities to attend to their duties in connection with the work.

22. WORKING EMPLOYERS

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, excepting that working employers may work from 07h30 to 18h00 on Mondays, Tuesdays and Wednesdays; from 07h30 to 18h30 on Thursdays and Fridays; and from 07h00 to 13h00 on Saturdays: Provided that where there are more than two partners, only two of the working partners may so work from 07h30 to 18h00 on Mondays, Tuesdays and Wednesdays; from 07h30 to 18h30 on Thursdays and Fridays and from 07h00 to 13h00 on Saturdays.

23. CONTROL OF PREMISES

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

(a) which are not adequately lighted, 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 disposals of waste water;

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

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

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

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

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

24. PROVISION OF EQUIPMENT

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

(a) in the ladies' trade—

(i) curling tongs;

(ii) scissors;

(iii) combs;

(iv) clippers (not electric);

(v) nail files, cuticle scissors and cuticle clippers;

(b) in the gentlemen's trade—

(i) clippers (not electric);

(ii) scissors;

(iii) razors;

(iv) neck brush;

(v) combs;

(vi) strop;

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

(2) An employer shall provide each hairdresser 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) 'n antiseptiese bad met 'n formalien-oplossing in die verhouding van 2,25 liter water tot 56 milliliter formalien vir die ontsmetting van skeerkwaste;
- (c) minstens twee skeerkwaste sodat een kwas, wat nie in gebruik is nie, in die antiseptiese bak gehou kan word;
- (d) 'n pas gewaste en gestrykte handdoek vir die gebruik van die werknemer by elke klant;
- (e) 'n vloei-, poei- of buisseepp of -skeerroom;
- (f) 'n voorraad skoon papier om die gereedskap en in die besonder die skeermes elke keer nadat dit geslyp is, af te vee;
- (g) 'n bloedstelpmiddel in die vorm van poei of vloeistof wat as 'n spuitmiddel of op 'n vars, skoon stukkie watte gebruik kan word;
- (h) 'n houër met deksel om alle gebruikte papier en watte en hare na elke behandeling in te gooi.

25. SIEKTEBYSTANDSFONDS

(1) Die fonds bekend as die "Siektebystandsfonds vir die Haarkappersbedryf" (hierna die "Fonds" genoem) wat kragtens klousule 23 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing 2455 van 14 Desember 1945 ingestel is, word hierby voortgesit.

(2) Die doel met die Fonds is om gedurende tye van siekte mediese siektebystand te verskaf aan werknemers en werkende werkgewers (hierna "lede van die Fonds" genoem), op wie hierdie Ooreenkoms van toepassing is.

(3) (a) Die Fonds word gefinansier deur bydraes ingevolge paragrawe (b), (c), (d) en (e) van hierdie subklousule.

(b) Vir die doel van die Fonds en behoudens subklousules (14) en (15) en voorbehoudsbepaling (ix) van subklousule (4) moet elke werkgewer elke maand die volgende bedrae aftrek van die loon van sy maandeliks besoldigde werknemers wat lede van die Fonds is:

(i) R6,50 per maand in die geval van alle gekwalifiseerde haarkappers (manlik en vroulik en in die mans- en/of dameshaarkappery), hetsy voltydse of deeltydse werknemers;

(ii) R4,50 per maand in die geval van manikuriste en/of skoonheidsdeskundiges, en ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkappery en voltydse of deeltydse werknemers);

(iii) R3 per maand in die geval van algemene assistente (manlik en vroulik) wat minstens 18 jaar oud is, en sjam-poëiste;

(iv) R2,50 per maand in die geval van algemene assistente (manlik en vroulik) wat minder as 18 jaar oud is;

(v) R2,50 per maand in die geval van vakleerlinge wat gedurende die eerste jaar van vakleerlingskap lede van die Fonds is;

(vi) R3 per maand in die geval van vakleerlinge wat gedurende die tweede en derde jaar van vakleerlingskap lede van die Fonds is.

Benewens bovermelde aftrekkings moet elke werkgewer vir die tydperk van drie (3) maande, gereken vanaf die tyd wat 'n werknemer die eerste keer tot die Fonds bygedra het, van die loon van elke sodanige werknemer 'n bykomende bedrag van R1,50 per maand aftrek.

In die geval van weekliks besoldigde werknemers moet die aftrekkings weekliks gedoen word en wel teen 3/13des (drie dertiendes) van die maandelikse bydraes wat hierbo gespesifiseer word, per week.

(c) Elke werkende werkgewer moet R6,50 ten behoeve van homself tot die Fonds bydra: Met dien verstande dat hy die bykomende bedrag van R1,50 per maand moet bydra gedurende die eerste drie maande waarin hy tot die Fonds bydra indien hy dan nog nie lid van die Fonds is nie en met dien verstande dat hy as lid van die Fonds aangeneem is.

(d) Elke werknemer moet, 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, Posbus 11047, of S.A. Permanentegebou 604, Houtstraat 55, Kaapstad, die volle bedrag wat ingevolge subklousule (3) (b) en (c) ingevorder is, bankkommissievy betaal, plus—

(i) R4,50 per maand ten opsigte van alle werknemers wat as gekwalifiseerde haarkappers in diens is (manlik en vroulik en in die mans- en/of dameshaarkappery), hetsy voltydse of deeltydse werknemers;

(ii) R3 per maand ten opsigte van alle werknemers wat as manikuriste en/of skoonheidsdeskundiges in diens is, en ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkappery en voltydse of deeltydse werknemers);

(iii) R2 per maand ten opsigte van alle werknemers wat in diens is as algemene assistente (manlik of vroulik) en wat minstens 18 jaar oud is;

(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 of one brush, not in use, to be kept in the antiseptic bath;

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

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

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

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

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

25. SICK BENEFIT FUND

(1) The Fund known as the "Hairdressing Trade Sick Benefit Fund" (hereinafter referred to as the "Fund") established in terms of clause 23 of the Agreement published under Government Notice 2455 of 14 December 1945, is hereby continued.

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

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

(b) For the purpose of the Fund and subject to subclauses (14) and (15) and proviso (ix) to subclause (4), every employer shall each month deduct the following amounts from the wages of his monthly paid employees who are members of the Fund:

(i) R6,50 per month in the case of all qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) and whether full time or part time employees;

(ii) R4,50 per month in the case of manicurists and/or beauty culturists, and receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade and whether full time or part time employees);

(iii) R3 per month in the case of general assistants (males and females) who are of or over 18 years of age, and sham-pooists;

(iv) R2,50 per month in the case of general assistants (males and females) who are under 18 years of age;

(v) R2,50 per month in the case of apprentices who are members of the Fund during the first year of apprenticeship;

(vi) R3 per month in the case of apprentices who are members of the Fund during the second and third years of apprenticeship.

In addition to the above deductions, every employer shall for the period of three (3) months, reckoned from the time an employee first contributed to the Fund, deduct from the wages of each such employee an additional sum of R1,50 per month.

In the case of weekly paid employees, the deductions shall be made weekly and shall be at the rate of 3/13ths (three thirteenths) of the monthly contributions specified above, per week.

(c) Every working employer shall contribute R6,50 per month to the Fund on his own behalf: Provided that he shall contribute the additional sum of R1,50 per month for the first three months he contributes to the Fund if he is not then already a member of the Fund, and provided he has been accepted as a member of the Fund.

(d) The employer shall, month by month, remit free of exchange to the Secretary of the Council, P.O. Box 11047, or 604 S.A. Permanent Buildings, 55 Hout Street, Cape Town, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement, the total sum collected under subclause (3) (b) and (c) plus—

(i) R4,50 per month in respect of all employees who are employed as qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) and whether full time or part-time employees;

(ii) R3 per month in respect of all employees who are employed as manicurists and/or beauty culturists, and receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade or whether full-time or part-time employees);

(iii) R2 per month in respect of all employees who are employed as general assistants (males or females) and who are of or over 18 years of age;

(iv) R2 per maand ten opsigte van alle werknemers wat in diens is as sjampoëste;

(v) R1,70 per maand ten opsigte van alle werknemers wat in diens is as algemene assistente (manlik of vroulik) en wat minder as 18 jaar oud is;

(vi) R1,70 per maand ten opsigte van vakleerlinge wat gedurende die eerste jaar van vakleerlingskap lede van die Fonds is;

(vii) R2 per maand ten opsigte van vakleerlinge wat gedurende die tweede en derde jaar van vakleerlingskap lede van die Fonds is.

In die geval van weekliks besoldigde werknemers moet die bydraes van die werkgewer ten opsigte van sy werknemers betaal word teen 3/13des (drie dertiendes) van die maandelikse bydraes wat hierbo gespesifiseer word, per week.

(e) Lede met voortgesette lidmaatskap betaal dieselfde bydrae tot die Fonds as wat van toepassing is op die kategorie van werknemers (of werkgewers, na gelang van die geval) waarin sodanige lid met voortgesette lidmaatskap in diens was onmiddellik voordat hy die haarkapperbedryf verlaat het.

(4) Behoudens subklousule (5) en hierdie subklousule en die reëls is 'n lid wat in 'n ongeluk betrokke raak of siek word nadat hy oor 'n ononderbroke tydperk van 13 weke tot die Fonds bygedra het geregtig op—

(a) mediese behandeling, deur die mediese beampte van die Fonds, met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, ondersoeke deur spesialiste, narkosegeld, fisioterapeutiese en/of diatermiese behandeling, snykundige behandeling van die bokaak-gegis en -mond, hospitaal- en verpleeginrigtingsgeld van hoogstens R10 per dag, en hospitaalteatergeld van hoogstens R15: Met dien verstande dat bogenoemde deur die mediese beampte van die Fonds gemagtig word;

(b) verskaffing van medisyne, artseny- of verdowingsmiddels, salf, verbande en smeermiddels, by voorlegging van 'n voorskrif deur 'n algemene praktisyn of spesialis geteken: Met dien verstande dat die koste daarvan hoogstens R6,50 mag wees vir 'n voorskrif wat deur 'n algemene praktisyn of spesialis tydens een bepaalde besoek uitgereik word. Enige bedrag bo R6,50 vir enige voorskrif tydens een bepaalde besoek aldus uitgereik, moet deur sodanige lid self betaal word;

(c) 'n toelae van R30 (wat die koste insluit van die bril en die oogspesialis se gelde, as daar is) vir die koste van 'n nuwe bril elke drie jaar van lidmaatskap: Met dien verstande dat sy lidmaatskap van die Fonds minstens een kalenderjaar geduur het voordat hy vir die eerste keer daarop aanspraak maak: Voorts met dien verstande dat die oogondersoek en uitreiking van 'n bril in elke geval aanbeveel word deur die mediese beampte van die Fonds of 'n oogspesialis na wie sodanige lid deur die mediese beampte van die Fonds verwys is;

(d) 'n toelae wat 'n maksimum van R30 bedra (waarvan bewys van betaling aan die Beheerraad voorgelê moet word) vir tandheelkundige dienste gedurende enige ononderbroke tydperk van 12 maande, gereken vanaf die datum waarop sodanige lid vir 'n ononderbroke tydperk van 13 weke tot die Fonds bygedra het:

Met dien verstande dat—

(i) bystand slegs betaalbaar is in gevalle van ongelukke waarvoor geen skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie;

(ii) 'n lid hoegenaamd nie op betaling van enige bystand wat in hierdie subklousule voorgeskryf word, geregtig is nie, tensy die lid gedurende sy ongeluk of siekte waarvoor hy op bystand aanspraak maak, die Fonds se mediese beampte geraadpleeg het of voortdurend behandeling ontvang het van of die mediese beampte van die Fonds of sy eie private geneesheer (algemene praktisyn) op eie koste of van die Fonds se amptelike aangestelde internis, radioloog of chirurg, na gelang van die geval;

(iii) ondanks andersluidende bepalinge hierbo, geen lid (uitgesonderd 'n lid met voortgesette lidmaatskap) binne 'n ononderbroke tydperk van 12 maande, gereken vanaf die datum waarop hy vir 'n ononderbroke tydperk van 13 weke tot die Fonds bygedra het, geregtig is op betaling van bystand van altesaam meer as R500 nie;

(iv) ondanks andersluidende bepalinge hierbo, 'n lid met voortgesette lidmaatskap, binne 'n ononderbroke tydperk van 12 maande, gereken vanaf die datum waarop hy vir 'n

(iv) R2 per month in respect of all employees who are employed as shampooists;

(v) R1,70 per month in respect of all employees who are employed as general assistants (males or females) and who are under 18 years of age;

(vi) R1,70 per month in respect of apprentices who are members of the Fund during their first year of apprenticeship;

(vii) R2 per month in respect of apprentices who are members of the Fund during their second and third years of apprenticeship.

In the case of weekly paid employees, the contributions to be made by the employer in respect of his employees shall be at the rate of 3/13ths (three thirteenths) of the monthly contributions specified above, per week.

(e) Continuation members of the Fund shall pay the same contributions to the Fund as are payable by the category of employees (or employers as the case may be) in which such continuation member was employed immediately prior to retiring from the hairdressing trade.

(4) Subject to the provisions of subclause (5) and to the provisions set out in this subclause a member who meets with an accident or becomes ill shall, after he has contributed towards the Fund for a continuous period of 13 weeks, be entitled to—

(a) medical attention, by the medical officer of the Fund, including the cost of X-ray examinations, operations, injections, specialists' investigations, anaesthetic fees, physiotherapy and/or diathermy treatment, maxillofacial and oral surgeon treatment, hospital and nursing home fees not exceeding R10 per day, and hospital theatre fees not exceeding R15: Provided such are authorised by the medical officer of the Fund;

(b) supplies on the authority of a prescription signed by a general practitioner or specialist of medicines, drugs, ointments, bandages and lotions: Provided that the cost thereof is not more than R6,50 per prescription issued on any one visit by a general practitioner or specialist; any excess over the sum of R6,50 for any prescription so issued on any one visit shall be paid by such member himself;

(c) an allowance of R30 (which shall be inclusive of the cost of the spectacles and the fees of the eye specialist, if any) towards the cost of providing one pair of spectacles in every three years' membership: Provided that his membership in compliance with the Fund is not less than one calendar year before entitlement in the first instance: Provided further that the eyesight examination and issue of spectacles is in each instance recommended by the medical officer of the Fund or an eye specialist to whom such member has been referred by the medical officer of the Fund;

(d) an allowance of the maximum sum of R30 (proof of payment of which shall be produced to the Management Board) for dental services in any continuous period of 12 months calculated from the date on which such member has contributed to the Fund for a continuous period of 13 weeks:

Provided that—

(i) in cases of accident only such benefits shall be payable as are not compensable under the Workmen's Compensation Act, 1941;

(ii) a member shall not be entitled to receive any of the benefits whatsoever prescribed in this subclause unless such member has, whatsoever his accident or sickness in respect of which his claims for benefits are made, consulted and continuously been attended to by either the medical officer of the Fund or his own private doctor (general practitioner) at his own expense or by the Fund's officially appointed specialist physician, radiologist or surgeon, as the case may be;

(iii) notwithstanding anything to the contrary hereinbefore contained no member (save and except continuation members) shall within any continuous period of 12 months calculated from the date on which he has contributed to the Fund for a continuous period of 13 weeks, be entitled to receive benefits exceeding in the aggregate the sum of R500;

(iv) notwithstanding anything to the contrary hereinbefore contained, continuation members shall, within any continuous period of 12 months calculated from the date on which

ononderbroke tydperk van 13 weke tot die Fonds bygedra het, slegs geregtig is op betaling van altesaam nie meer as R250 nie;

(v) 'n Lid van die Fonds wat weens siekte of 'n ongeluk van die werk afwesig is en wat gedurende enige ononderbroke tydperk van 12 maande gereken vanaf die datum waarop hy vir 'n ononderbroke tydperk van 13 weke tot die Fonds bygedra het, voornoemde totale bedrae aan bystand ontvang het, is nie daarop geregtig om, behoudens die bepalings van die voorafgaande paragraaf, voor die verstryking van voornoemde ononderbroke tydperk van 12 maande enige verdere bystand hoegenaamd van die Fonds te ontvang nie;

(vi) 'n lid wanneer hy bystand eis, 'n sertifikaat van 'n algemene praktisyn of spesialis moet voorlê waarin sy ongeluk of siekte bevestig word;

(vii) 'n lid wat vir 'n tydperk van een maand agterstallig met sy ledegeld is, sy reg op bystand verloor;

(viii) wanneer 'n lid van die Fonds tydelik werkloos raak, hy 'n lid van die Fonds kan bly en in so 'n geval dieselfde weeklikse bydrae wat hy betaal het onmiddellik voordat hy werkloos geword het, tot die fonds moet bydra;

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

Ondanks andersluidende bepalings hierbo, het die beheerraad die absolute reg om na volstrekte goedvinde en sonder om sy redes te verstrek, te weier om iemand as lid, of as lid met voortgesette lidmaatskap van die Fonds te aanvaar, of om iemand as lid van die Fonds te aanvaar behoudens uitsluiting van sekere bystand ten opsigte van enige siekte soos deur die Beheerraad bepaal, of om te eniger tyd iemand as lid van die Fonds uit te sluit.

Geen werknemer of werkende werkgever is geregtig op enige bystand hoegenaamd wat in hierdie subklousule voorgeskryf word tot tyd en wyl en tensy hy as lid van die Fonds aangeneem is nie.

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

(x) in gevalle van ongesteldheid of siekte wat voorspruit uit of in verband staan of gepaard gaan met swangerskap, 'n lid geen bystand hoegenaamd ontvang nie;

(xi) 'n werknemer of werkende werkgever ophou om lid van die Fonds te wees sodra hy, uitgesonderd in die geval van werkloosheid, ophou om in die Haarkappersbedryf in diens te wees en/of dit uit te oefen;

(xii) 'n lid te eniger tyd wanneer daar deur die beheerraad van die Fonds van hom vereis word, 'n ondersoek deur 'n mediese beampte en/of spesialis en/of radioloog van die Fonds en/of 'n X-straalkliniek deur die Fonds benoem, moet ondergaan. As 'n lid versuim of weier om aan genoemde vereiste te voldoen na sewe dae skriftelike kennisgewing om dit te doen, of as, die mediese beampte, spesialis, radioloog en/of X-straalkliniek aanbeveel dat die lid nie langer lid van die Fonds moet wees nie, het die beheerraad dan en in daardie geval die reg om die lid van die Fonds uit te sluit.

(5) Ondanks andersluidende bepalings hierbo, is 'n lid van die Fonds, terwyl hy in die Republiek van Suid-Afrika, maar buite die landdrosdistrikte uiteengesit in klousule 1 (1) (b) van hierdie Ooreenkoms is, in die geval van 'n ongeluk of siekte daarop geregtig om deur die Fonds vergoed te word (by voorlegging van bewys van betaling daarvan) vir koste aangegaan by die ontvang van die bystand waarop lede soos voorgeskryf in hierdie klousule, onderworpe aan 'n maksimum bedrag van R500, geregtig is binne 'n ononderbroke tydperk van 12 maande, gereken vanaf die datum waarop sodanige lid vir 'n ononderbroke tydperk van 13 weke tot die Fonds bygedra het.

(6) Lede van die Fonds is, in die geval van siekte of 'n ongeluk buite die Republiek van Suid-Afrika, nie geregtig op die betaling van enige bystand wat in hierdie klousule voorgeskryf word nie, maar is, by voorlegging van 'n kwitansie vir betaling van die premie vir 'n mediese siekte-, ongeluks- en reisversekeringpolis wat geldig is in die lande waarin sodanige siekte voorgekom of ongeluk plaasgevind het, geregtig op die betaling deur die Fonds van 'n bedrag van R10 in

he has contributed to the Fund for a continuous period of 13 weeks only be entitled to receive benefits not exceeding in the aggregate the sum of R250;

(v) A member of the Fund who due to illness or accident is away from work and who has during any continuous period of 12 months, calculated from the date on which he has contributed to the Fund for a continuous period of 13 weeks received the total amounts of benefits aforementioned, shall not be entitled to receive any further benefits whatsoever from the Fund until the expiration of the aforementioned continuous period of 12 months, subject to the provisions of the preceding paragraph;

(vi) a member shall when claiming benefits produce a certificate from a general practitioner or specialist confirming his accident or illness;

(vii) a member in arrear with his contributions for a period of one month shall cease to be in benefit;

(viii) when a member of the Fund becomes temporarily unemployed he may continue to be a member of the Fund and in such event shall contribute to the Fund the same weekly contribution which was made by him immediately prior to becoming unemployed;

(ix) no employee or working employer shall be accepted as a member of the Fund unless he has been examined by a medical officer of the Fund and recommended for acceptance by such medical officer and unless such employee or working employer produces to the Secretary of the Fund a certificate issued by a radiologist that he is free from chest trouble; the medical examination and the production of the aforesaid certificate issued by a radiologist shall take place immediately upon the first contribution by such employee or employer of the Fund.

Notwithstanding anything to the contrary hereinbefore contained, the Management Board shall in its absolute and entire discretion have the absolute right without having to assign a reason therefor, to refuse to accept any person as a member, or a continuation member of the Fund, or to accept any person as a member of the Fund subject to the exclusion of any benefits in respect of any illnesses determined by the Management Board, or at any time to exclude any person from being a member of the Fund.

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

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

(x) a member shall not receive any benefits whatsoever in case of illness or disease arising out of in connection with or incidental to pregnancy;

(xi) an employee or working employer shall cease to be a member of the Fund immediately he ceases, not due to unemployment, to be employed and/or engaged in the Hairdressing Trade;

(xii) a member shall at any time he is required to do so by the Management Board of the Fund, undergo an examination by a medical officer and/or specialist and/or radiologist of the Fund and/or an X-ray clinic nominated by the Fund. Should any member fail or refuse to comply with the foregoing requirement after seven days' written notice so to do or should the medical officer, specialist, radiologist and/or X-ray clinic recommend that such member should cease to be a member of the Fund, then and in that event the Management Board shall have the right to exclude such member from the Fund.

(5) Notwithstanding anything to the contrary hereinbefore contained, a member of the Fund shall, whilst in the Republic of South Africa but outside the Magisterial Districts set out in clause 1 (1) (b) of this Agreement be entitled in the event of accident or illness to be re-imbursed by the Fund (on production of proof of payment thereof) in respect of the costs incurred in receiving the benefits to which members are entitled to as in this Clause set out subject to the maximum sum of R500 in any continuous period of 12 months calculated from the date on which such member has contributed to the Fund for a continuous period of 13 weeks.

(6) Members of the Fund shall not be entitled to receive any of the benefits as set out in this Clause in the event of illness or meeting with an accident whilst outside the Republic of South Africa, but shall, on production of a receipt for payment of the premium for a Medical Illness/Accident Travel Policy of Insurance valid for the countries in which

die geval van 'n reis na en binne die Vereigde State van Amerika, en 'n bedrag van R5 in die geval van 'n reis na en binne alle ander lande, as 'n bydrae tot genoemde premie.

(7) Uitbetalings uit die Fonds moet gestaak word sodra die bedrag in die krediet van die Fonds minder as R1 000 is, en die betaling van verdere bystand moet nie hervat word voordat die bedrag in die krediet van die Fonds weer die syfer van R2 000 bereik het nie, wanneer eise oorweeg word in die volgorde waarin hulle ontvang is.

(8) Die Fonds word geadministreer deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad aangestel word.

Die Fonds word geadministreer ooreenkomstig hierdie klousule van die Ooreenkoms.

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

(b) Alle tjeks wat teen die Fonds getrek word, moet geteken word deur die voorsitter, die ondervoorsitter en die sekretaris van die beheerraad wat deur die Raad aangestel word.

(c) Surplusgeld in die Fonds kan by 'n goedgekeurde bouvereniging of bank gedeponeer of in Nasionale Spaarsertifikate belê word: Met dien verstande dat voldoende kontant beskikbaar gehou moet word om die beheerraad in staat te stel om onmiddellik aan enige vordering op die Fonds te voldoen.

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

(10) 'n Openbare rekenmeester of -meesters moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die openbare rekenmeester of -meesters moet, nadat die Fonds met uitbetaling van bystand begin het, die rekening van die Fonds minstens jaarliks en voor of op 28 Februarie van elke jaar ouditeer en 'n staat opstel wat die volgende aantoon:

(a) Alle geld wat ontvang is—

(i) ingevolge subklousule (3) hiervan;

(ii) uit enige ander bron; en

(b) uitgawes wat gedurende die voorafgaande tydperk geëindig 31 Desember onder alle hoofde aangegaan is, saam met 'n staat wat die bates en laste van die Fonds aantoon. Gewaarmerkte kopieë van hierdie state, wat deur die voorsitter van die beheerraad mede-onderteken moet word, en die ouditeursverslag daarvoor moet op die Raad se kantoor ter insae lê van die persone wat in die Haarkappersbedryf werksaam is of dit uitoeven, en wat geregtig is om kopieë daarvan of uittreksels daaruit te maak. Gewaarmerkte kopieë van sowel die state as die ouditeursverslag daarvoor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(11) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of om 'n ander rede ophou om te bestaan moet die Fonds verder deur die beheerraad geadministreer word totdat dit of gelikwider of deur die Raad oorgedra word aan 'n ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is of deur 'n daaropvolgende Ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwider moet word tensy dit soos hierbo gemeld, voortgesit of oorgedra word by 'n Ooreenkoms wat kragtens die Wet binne 12 maande vanaf die verstrykingsdatum van hierdie Ooreenkoms aangegaan word.

(12) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die beheerraad, behoudens goedkeuring deur die Nywerheidsregistrator ingevolge die eerste voorbehoudsbepaling van genoemde artikel, voortgaan om die Fonds te administreer en die lede van die beheerraad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees: Met dien verstande egter dat enige vakature wat in die beheerraad ontstaan, deur die Registrator uit werkgewers of werknemers in die Bedryf, na gelang van die geval, gevul kan word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die ledetal van die beheerraad verseker word. Ingeval sodanige raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt in die raad ontstaan wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die beheerraad se werk te verrig, en sodanige trustee of trustees beskik vir sodanige doeleindes oor al die

such illness or accident occurred, be entitled to receive from the Fund as a contribution towards the said premium, the sum of R10 in the case of travel to and in the United States of America, and the sum of R5 in the case of travel to and in all other countries.

(7) Disbursements from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R1 000 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R2 000, when claims shall be considered in the order in which they were received.

(8) The Fund shall be administered by a Management Board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council.

The administration of the Fund shall be in accordance with the provisions set out in this Clause of the Agreement.

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

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

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

(d) All costs and expenses incurred in connection with the administration and liquidation of the Fund shall be regarded as and form a charge against the Fund.

(10) A public accountant or accountants shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The public accountant(s) shall, after the Fund has commenced to pay benefits, audit the accounts of the Fund at least annually and not later than 28 February 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 31 December 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 report thereon shall be available for inspection at the Council's office to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Manpower Utilisation.

(11) In the event of the expiry of this Agreement by effluxion of time or cessation 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 continued or transferred as aforesaid by an agreement entered into in terms of the Act within 12 months of the date of expiry of this Agreement.

(12) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 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 Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Board may be filled by the Registrar from employers or employees in the 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 Board. In the event of such Board being unable or unwilling to discharge its duties or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Board, and such trustee or trustees who shall possess all the powers of

bevoegdheid van die beheerraad. Indien die Raad by die verstryking van hierdie Ooreenkoms nie bestaan nie, moet die Fonds op die wyse in subklousule (12) van hierdie klousule uiteengesit, gelikwieder word deur die beheerraad wat ingevolge hierdie subklousule funksioneer of die trustee of trustees, na gelang van die geval, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwieder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die Raad se algemene fondse uitmaak.

(13) By likwidasie van die Fonds ingevolge subklousule (11) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly ná die betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die algemene fondse van die Raad gestort word.

(14) 'n Werknemer wat 'n afhanklike is van 'n lid van enige ander mediese skema, soos omskryf in die Wet op Mediese Skemas, en ten opsigte van wie vrystelling van die bepaling van artikel 38 (2) van genoemde Wet nie deur die Registrateur van Mediese Skemas toegestaan is nie, is nie verplig om tot die Fonds by te dra nie indien daardie werknemer kragtens die reëls van sodanige ander skema erken word as 'n afhanklike van daardie lid en hy geregtig is op die bystand waarop daardie lid geregtig is.

(15) Hierdie klousule is nie op 'n vakleerling van toepassing nie tensy hy, nadat hy die ouderdom van 18 jaar bereik het, toestem om 'n lid van die Fonds te word deur 'n stoporder in die vorm van Aanhangsel C van hierdie Ooreenkoms in tweevoud te teken en dié stoporder saam met die kopie daarvan aan sy werkgever te gee. Die werkgever moet die oorspronklike stoporder bewaar en die kopie daarvan aan die Sekretaris van die Raad stuur saam met sy eerste bydrae ten behoeve van die vakleerling. Hierdie klousule is van toepassing ten opsigte van genoemde vakleerling vanaf die datum waarop genoemde stoporder by die werkgever ingedien is.

26. SIEKESOLDYFONDS

(1) 'n Fonds wat bekend staan as die "Siekesoldyfondse van die Haarkappersbedryf" (hierna die "Fonds" genoem) word hierby voortgesit.

(2) Die Fonds moet gebruik word om siekesoldybystand te verleen aan werknemers en werkende werkgevers op wie hierdie Ooreenkoms van toepassing is gedurende tydperke van afwesigheid van werk weens siekte, uitgesonderd siekte wat voortspruit uit of gepaard gaan met swangerskap.

(3) (a) Die Fonds word gefinansier deur bydraes ingevolge paragrafe (b), (c) en (d).

(b) Vir die doel van die Fonds moet elke werknemer elke maand ondergenoemde bedrae aftrek van die loon van elkeen van sy maandeliks besoldigde werknemers:

(i) R2,20 per maand in die geval van alle gekwalifiseerde haarkappers (manlik en vroulik en in die mans- en/of dameshaarkapperij) wat voltyds in diens is;

(ii) R1,50 per maand in die geval van manikuriste en/of skoonheidsdeskundiges, en ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkapperij) wat voltyds in diens is;

(iii) R1,20 per maand in die geval van algemene assistente (manlik en vroulik) wat minstens 18 jaar oud is, en sjam-poefste;

(iv) R1 per maand in die geval van algemene assistente (manlik en vroulik) wat minder as 18 jaar oud is;

(v) R1,65 per maand in die geval van gekwalifiseerde haarkappers (manlik en vroulik en in die mans- en/of dameshaarkapperij) wat deelyds in diens is;

(vi) R1,12 per maand in die geval van ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkapperij) wat deelyds in diens is.

Geen afrekkings mag gemaak word van die besoldiging wat aan 'n vakleerling verskuldig is nie.

(c) Elke werkende werkgever moet ten behoeve van homself die bedrag van R2,20 per maand bydra.

(d) By die totaal wat ingevolge paragrafe (b) en (c) van hierdie subklousule ingevorder is, moet die werkgever die volgende bedrae voeg:

(i) R1,50 per maand ten opsigte van alle werknemers wat voltyds in diens is as gekwalifiseerde haarkappers (manlik en vroulik en in die mans- en/of dameshaarkapperij);

(ii) R1 per maand ten opsigte van alle werknemers wat in diens is as manikuriste en/of skoonheidsdeskundiges, en ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkapperij) wat voltyds in diens is;

(iii) 80c per maand ten opsigte van alle werknemers wat in diens is as algemene assistente (manlik en vroulik) en wat minstens 18 jaar oud is;

the Board for such purposes. If the Council is not in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Board functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (12) of this clause, and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(13) Upon liquidation of the Fund in terms of subclause (11) 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.

(14) An employee who is a dependant of a member of any other medical scheme, as defined in the Medical Schemes Act, and in respect of whom exemption has not been granted by the Registrar of Medical Schemes from the provisions of section 38 (2) of the said Act, shall not be required to contribute to the Fund if under the rules of such other scheme that employee is recognised as a dependant of that member and is entitled to the benefits to which that member is entitled.

(15) The provisions of this clause shall not apply to an apprentice unless he, after attaining the age of 18 years, agrees to become a member of the Fund by signing a stop order in duplicate in the form of Annexure C 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.

26. 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, other than arising out of or incidental to pregnancy.

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

(b) For the purpose of the Fund every employer shall each month deduct the following amounts from the wages of each of his monthly paid employees:

(i) R2,20 per month in the case of all qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) who are employed on a full time basis;

(ii) R1,50 per month in the case of manicurists and/or beauty culturists and receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade) who are employed on a full time basis;

(iii) R1,20 per month in the case of general assistants (males and females) who are of or over 18 years of age and sham-poists;

(iv) R1 per month in the case of general assistants (males and females) who are under 18 years of age;

(v) R1,65 per month in the case of qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) who are part-time employees;

(vi) R1,12 per month in the case of receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade) who are part-time employees;

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

(c) Every working employer shall contribute on his/her behalf the sum of R2,20 per month.

(d) To the total collected under paragraphs (b) and (c) of this subclause the employer shall add—

(i) R1,50 per month in respect of all employees who are employed as qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) on a full time basis.

(ii) R1 per month in respect of all employees who are employed as manicurists and/or beauty culturists, and receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade) who are employed on a full time basis;

(iii) 80c per month in respect of all employees who are employed as general assistants (males and females) and who are of or over 18 years of age;

(iv) 80c per maand ten opsigte van alle werknemers wat in diens is as sjampoeïste;

(v) 66c per maand ten opsigte van alle werknemers wat in diens is as algemene assistente (manlik of vroulik) en wat minder as 18 jaar oud is;

(vi) R1,12 per maand ten opsigte van alle werknemers wat deelyds in diens is as gekwalifiseerde haarkappers (manlik en vroulik en in die mans- en/of dameshaarkappery);

(vii) 75c per maand ten opsigte van ontvangsklerke en/of telefoniste (in die mans- en/of dameshaarkappery) wat deelyds in diens is.

In die geval van weekliks besoldigde werknemers moet die bydraes van die werkgever ten opsigte van sy werknemers betaal word teen 3/13des (drie dertiendes) van die maandelikse bydraes wat hierbo gespesifiseer word, per week.

(4) *Bystand*.—'n Lid is daarop gerig om, by voorlegging van 'n sertifikaat wat deur 'n mediese praktisyn onderteken is en waarop die aard en duur van dié lid se onvermoë om te werk vanweë 'n ongeluk of siekte vermeld word, te ontvang wat gelyk is aan die loon wat in hierdie Ooreenkoms vir so 'n lid voorgeskrif word ten opsigte van enige tydperk of tydperke waartydens hy deur 'n ongeluk of siekte verhinder word om sy gewone loon te verdien maar vir 'n totale tydperk van hoogstens vier weke binne 'n ononderbroke tydperk van 12 maande gereken vanaf die datum toe hy die eerste maal siek geword het of in 'n ongeluk betrokke was;

behoudens die volgende voorwaardes en bepalinge:

(a) Ondanks andersluidende bepalinge hierbo, is 'n lid gedurende die eerste 12 (twaalf) maande waarin hy tot die Fonds bydra, geregtig op siekesoldy vir slegs 2 (twee) dae ten opsigte van elke voltooide maand in diens.

(b) 'n Lid wat van die werk afwesig is vanweë siekte wat voortspruit uit of gepaard gaan met swangerskap, is geregtig op siekesoldybystand vir slegs 2 (twee) dae per maand vir en ten opsigte van elke maand wat sodanige lid wat swanger is, afwesig is van die werk vanweë siekte wat voortspruit uit of gepaard gaan met swangerskap.

(c) Behoudens bogenoemde, is 'n lid nie geregtig op die betaling van siekesoldybystand ten opsigte van afwesigheid van die werk vanweë 'n ongeluk of siekte van twee dae of minder nie, maar indien sodanige afwesigheid langer as twee agtereenvolgende dae duur, moet siekesoldybystand vir die volle tydperk van sodanige afwesigheid betaal word.

(d) Gekwalifiseerde haarkappers en ontvangsklerke en/of telefoniste wat deelyds in diens is, ontvang siekesoldy slegs wanneer hulle van die werk afwesig is vanweë 'n ongeluk of siekte op en gedurende enige van die dae waarop hulle normaalweg sou gewerk het in die bedryfsinrigting waarin hulle deelyds in diens is, met dien verstande dat sodanige afwesigheid van die werk vanweë siekte of 'n ongeluk langer as twee agtereenvolgende dae duur; vir die doel om vas te stel of sodanige afwesigheid van die werk vanweë siekte of 'n ongeluk langer as twee agtereenvolgende dae geduur het, word siekte op die dag/dae wat die eerste dag van die week voorafgaan, en wat op die laaste dag van die week volg, waarop sodanige deelydse werknemer normaalweg sou gewerk het, na gelang van die geval, in ag geneem.

Die volgende formule is ooreenkomstig hierdie subklousule van toepassing ten opsigte van siekesoldy betaalbaar aan gekwalifiseerde haarkappers wat deelyds in diens is:

(i) Gekwalifiseerde haarkappers wat deelyds in diens is en slegs 5 (vyf) halwe dae, plus 'n vol dag op Saterdag, per week werk, ontvang siekesoldy gelyk aan die daaglikse grondloon van sodanige werknemer, naamlik R6,92 per dag, met dien verstande dat afwesigheid van die werk vanweë 'n ongeluk of siekte langer as 2 (twee) agtereenvolgende dae duur;

(ii) gekwalifiseerde haarkappers wat deelyds in diens is en 5 (vyf) dae uit die 6 (ses) werksdae per week (dit is halwe dae op vier dae en 'n vol dag op Saterdag) werk, ontvang siekesoldy gelyk aan R8,31 per dag vir elke dag wat sodanige werknemer afwesig is van die werk vanweë 'n ongeluk of siekte, met dien verstande dat sodanige afwesigheid langer as 2 (twee) dae duur;

(iii) gekwalifiseerde haarkappers wat deelyds in diens is en slegs 4 (vier) dae van die week werk, ontvang siekesoldy gelyk aan R10,39 per dag vir elke dag wat sodanige deelydse werknemer afwesig is van die werk vanweë 'n ongeluk of siekte, met dien verstande dat sodanige afwesigheid langer as 2 (twee) dae duur;

(iv) gekwalifiseerde haarkappers wat deelyds in diens is en 3 (drie) dae per week werk, ontvang siekesoldy gelyk aan R13,86 vir elke dag wat hulle afwesig is van die werk vanweë 'n ongeluk of siekte, met dien verstande dat sodanige afwesigheid langer as 2 (twee) dae duur;

(iv) 80c per month in respect of all employees who are employed as shampooists;

(v) 66c per month in respect of all employees who are employed as general assistants (males or females) and who are under 18 years of age;

(vi) R1,12 per month in respect of all employees who are employed as qualified hairdressers (males and females and whether in the gentlemen's and/or ladies trade) as part-time employees;

(vii) 75c per month in respect of Receptionists and/or telephonists (and whether in the gentlemen's and/or ladies trade) who are part-time employees.

In the case of weekly paid employees, the contributions to be made by the employer in respect of his employees shall be at the rate of 3/13ths (three thirteenths) of the monthly contributions specified above, per week.

(4) *Benefits*.—A member shall be entitled to be paid on production of a certificate signed by a medical practitioner stating the nature and the duration of such member's incapacity to work due to accident or sickness, sick pay equivalent to the wages prescribed in this Agreement for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wage but not exceeding a total period of four weeks within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident:

Subject to the following conditions and provisions, namely:

(a) Notwithstanding anything to the contrary hereinbefore contained a member shall for the first 12 (twelve) months during which such member contributes to the Fund, only be entitled to Sick Pay for 2 (two) days in respect of each completed month of employment.

(b) A member whose absence from work is due to sickness arising out of or incidental to pregnancy, shall only be entitled to sick pay benefits for 2 (two) days per month for and in respect of every month such member who is pregnant is absent from work due to sickness arising out of or incidental to pregnancy.

(c) Save as above, a member shall not be entitled to payment of sick pay benefits in respect of an absence from work due to accident or sickness of two days or less, but if such absence continue for more than two consecutive days, sick pay benefits shall be paid for the full period of such absence.

(d) Qualified hairdressers and receptionists and/or telephonists who are part-time employees shall only receive sick pay if they are absent from work due to accident or sickness on, and for any of the days on which, they would normally have worked in the establishment in which they are employed part-time provided that such absence from work due to sickness or accident is in excess of two consecutive days; for the purpose of assessing whether such absence from work due to sickness or accident was for a period of more than two consecutive days, sickness on the day/s preceding the first day, and succeeding the last day of the week, as the case may be, on which such part-time employee would normally have worked, shall be taken into account.

The formula to be applied in respect of sick pay payable to qualified hairdressers who are part-time employees, in accordance with the provisions of this subclause (d) is as follows:

(i) Qualified hairdressers working part-time for 5 (five) half days only plus full day on Saturday per week are to receive sick pay on the daily basic rate of pay of such employee namely, R6,92 per day provided that the absence from work due to accident or sickness is in excess of 2 (two) consecutive days;

(ii) qualified hairdressers who work part-time for 5 (five) days out of the 6 (six) working days per week (that is half days on four days of the week and full day on Saturdays) are to receive sick pay at the rate of R8,31 per day for every day such employee is absent from work due to accident or sickness provided that such absence is in excess of 2 (two) days;

(iii) qualified hairdressers who work part-time for 4 (four) days of the week only, are to receive sick pay at the rate of R10,39 per day for every day such part-time employee is absent from work due to accident or sickness provided that such absence is in excess of 2 (two) days;

(iv) qualified hairdressers who work part-time for 3 (three) days per week are to receive sick pay at the rate of R13,86 for every day they are absent from work due to accident or sickness provided that such absence is in excess of 2 (two) days;

ANNEXURE A
INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (CAPE PENINSULA)
MONTHLY RETURN BY EMPLOYER

To The Secretary
The Industrial Council for the Hairdressing Trade (C.P.)
P.O. Box 11047
Cape Town

Phone: 43-1778

FOR OFFICE USE ONLY

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

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

Return for the month of.....19..... Name of saloon.....

Address of saloon..... P.O. Box No..... Phone No.....

Name of employee and employer	Sex	Qualif. (Q) Appr. (A) etc.	Cape Master's Hairdressers Subs.	Union Subs.	Industrial Council				Sick Benefit Fund				Sick Pay Fund				Annexure "A" form		Total	
					Employer's contribution for each Saturday		Employee's contribution for each Saturday		Employer's contribution for each Saturday		Employee's contribution for each Saturday		Employer's contribution for each Saturday		Employee's contribution for each Saturday					
					R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c

AANHANGSEL B

Ek/Ons.....
 wat die bedryf van*.....
 uitoefen te.....
 sertifiseer hierby dat mnr./mev./mej.....
 in my/ons diens was vanaf die..... dag van..... 19.....
 tot die..... dag van..... 19.....
 in die beroep van†.....
 By diensbeëindiging was sy/haar loon..... rand
 sent per week/maand.

Handtekening van werkgever of gemagtigde verteenwoordiger

Datum.....

* Meld of dames- of manshaarkapper.
 Skrap wat nie van toepassing is nie.
 † Meld beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. dameshaarkapper, manshaarkapper, manikuris, algemene assistent, ontvangsklerk en/of telefonis.

AANHANGSEL C

(Moet in tweevoud ingevul word)

Adres:

..... 19.....
 Ek,
 (volle naam van vakleerling), wat
 ingestem het om lid te word van die.....
 Siektebystandsfonds van die Haarkappersbedryf, magtig hierby my werkgever van.....
 (naam en adres van werkgever)
 om namens my aan die Sekretaris van die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland) tot nader kennisgewing die bydraes te betaal wat ek aan genoemde Fonds verskuldig is en om die balans van my besoldiging op die gewone manier aan my te betaal.

Handtekening van vakleerling

Handtekening van voog indien
 vakleerling minderjarig is

ANNEXURE B

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

Signature of employer or authorised representative

Date.....

* State whether ladies' or gents' hairdresser.
 Delete whichever is inapplicable.
 † State occupation in which employee was wholly or mainly engaged e.g. ladies' hairdresser, gents' hairdresser, manicurist, general assistant, receptionist and/or telephonist.

ANNEXURE C

(To be completed in duplicate)

Address:

..... 19.....
 I,
 (full name of apprentice),
 having agreed to become a member of the.....
 Hairdressing Trade Sick Benefit
 Fund, hereby authorise my employer,.....
 of.....
 (name and address of employer) to
 pay on my behalf to the Secretary of the Industrial Council for the
 Hairdressing Trade (Cape Peninsula) until further notice the contributions payable by me towards the said Fund 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

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

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PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

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