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REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

R.1708]

[21 Augustus 1981

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF, WITWATERSRAND

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, 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 1984 eindig, bindend is vir die werkgeversorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 15 (2) en (3), 18, 19, 20, 22 en 23 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1984 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

R.1708]

[21 August 1981

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, WITWATERSRAND

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, 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 1984, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 15 (2) and (3), 18, 19, 20, 22 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1984, 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) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 15 (2) en (3), 18, 19, 20, 22 en 23 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1984 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Bedryf by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA
Minister van Mannekrag

BYLAE

NYWERHEIDSRaad VIR DIE HAARKAPPERSBEDRYF (WITWATERSRAND)

OOREENKOMS

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

Witwatersrand Master Hairdressers' Association
en die

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakvereniging;
 - (b) in die munisipale gebiede van Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging, soos dié gebiede op 6 November 1939 saamgestel was en in die munisipale gebiede van Klerksdorp, Orkney en Stilfontein.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
- (a) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
 - (b) op vakleerlinge vir sover dié nie met die Wet op Vakleerlinge, 1944, of enige kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKEYWING

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

„Wet” die Wet op Nywerheidsversoenig, 1956;

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

(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 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 15 (2) and (3), 18, 19, 20, 22 and 23 shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA
Minister of Manpower

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND)

AGREEMENT

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

Witwatersrand Master Hairdressers' Association
and the

Western Transvaal Master Hairdressers' Association
(hereinafter referred to as the “employers” or the “employers' organisation”), of the one part, and the

South African Hairdressers Employees' Industrial Union,
(hereinafter referred to as the “employees” or the “trade union”), of the other part,
being parties to the Industrial Council for the Hairdressing Trade (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union;
- (b) in the municipal areas of Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging as these areas were constituted as at 6 November 1939 and in the municipal areas of Klerksdorp, Orkney and Stilfontein.

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or ordinance shall include any amendment of such Act or ordinance; and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

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

„los werknemer” ’n haarkapper (gekwalifiseer) (man of vrou) wat hoogstens twee dae in ’n bepaalde week by dieselfde werk-gewer werk;

„kommissie” ’n bedrag wat aan ’n werknemer verskuldig is kragtens ’n ooreenkoms tussen ’n werkgever en sy werknemer ooreenkomstig klousule 6;

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

„onderwysheffings” heffings wat op lede van die Witwatersrand Master Hairdressers’ Association en die Western Transvaal Master Hairdressers’ Association gelê word vir die betaling, ten opsigte van lede en hul werknemers, van gelde vir tegniese kolleges en tegniese, bourse, salarisse, uitrusting, reise of ander verwante doeleindes;

„bedryfsinrigting” ’n perseel waarin toilet dienste gelewer word;

„ondervinding”—

- (a) met betrekking tot ’n haarkapper, die totale tydperk of tydperke wat ’n werknemer in die Haarkappersbedryf werk-saam was;
- (b) met betrekking tot ’n skoonheidskundige en/of manikuris, die ondervinding in ’n bedryfsinrigting of ’n opleidingsentrum wat deur die Raad erken word;

„algemene assistent” ’n werknemer wat persele skoonmaak en/of uit-vee, skoene skoonmaak, boodskappe doen en gerei en/of toilet-benodigdhede was;

„haarkapper” ’n werknemer, uitgesonderd ’n vakleerling, ’n manikuris en/of skoonheidskundige en/of sjampoeis, wat een of meer van die werksaamhede verrig wat in hierdie omskrywings onder „toilet dienste” omskryf word;

„haarkapper (gekwalifiseer)” ’n werknemer wat—

- (a) ’n leerkontrak uitgedien het ingevolge die Wet op Vak-leerlinge, 1944; of
- (b) aan die Raad deur middel van ’n eksamen of op ’n ander manier bewys kan lewer van sy bekwaamheid in die dames-haarkappery in hare sny, marcel-golwing, set, bleik, kleur, alle metodes van permanente golwing, en skoonheidskunde; en in die manshaarkappery in hare sny, skeer, sjampoeëring (droog en olie) en skeermesse slyp; of
- (c) ’n vaardigheidsertifikaat besit wat uitgereik is kragtens arti-kel 6 of ’n sertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n bevoegd-heidsertifikaat uitgereik deur ’n Nywerheidsraad vir die Haarkappersbedryf of ’n ander liggaam wat na die mening van die Raad bevoeg is om so ’n sertifikaat uit te reik;

„Haarkappersbedryf” of „Bedryf” die Bedryf waarin werkgevers en werknemers met mekaar geassosieer is om toilet dienste in ’n bedryfsinrigting te lewer;

„manikuris en/of skoonheidskundige” ’n werknemer wat uit-sluitlik hande en/of naels versorg en/of masseer- stimuleer- of ander behandeling aan die gesig, kopvel of nek toedien, en wenkbroue pluk;

„minderjarige” ’n minderjarige wat, gedurende die gebruik-like proeftydperk wat hy aldus sonder leerkontrak in diens mag wees, in diens is in die bedryf van dameshaarkapper en/of mans-haarkapper soos aangewys kragtens die Wet op Vakleerlinge, 1944;

„premie”, sonder om die gewone betekenis van die uitdruk-king in enige opsig te beperk, vergoeding van watter aard ook al vir die opleiding van iemand in een van die werksaamhede wat onder die omskrywing „toilet dienste” genoem word;

„ontvangsdame en/of telefonis” ’n werknemer wat in diens is om klante te ontvang of om oor die telefoon of andersins af-sprake te reël, en/of rekenings en state by te hou of ander soort klerklike werk te verrig, benewens kontant te hanteer en artikels oor die toonbank te verkoop.

„sjampoeis” ’n werknemer, 21 jaar oud of ouer, wat uitsluitlik een of meer van die volgende werksaamhede verrig:

- Sjampoeëring, droogmaak, sluiers, spelde, rollers, knippies en enige ander setmiddels verwys;
- klante vir bleikstrepe of boblekling gereedmaak;
- spoelmiddels of kleursjampoo aanwend;
- klante onder droërs plaas en klante van onder droërs wegneem;

„toilet dienste” enigeen van ondergenoemde werksaamhede:

- (a) Hare kap, hare sny, skeer, krul, skoonmaak, skroei, sjam-poeëring, bleik, kleur, verf, tint, stileer, gold (permanent, marcel of water) of ander behandeling van die hare of kop of gesig; of
- (b) die gesig, kopvel of nek masseer of op ’n ander manier sti-muleer; of
- (c) manikuurwerk, wenkbroue pluk, bordwerk, trigologiese of skoonheidskundige behandeling;

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

„commission” means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 6;

„Council” means the Industrial Council for the Hairdressing Trade (Witwatersrand), registered in terms of section 2 of the Indus-trial Conciliation Act, 1924, and deemed to have been registered in terms of section 19, read with section 2 of the Industrial Con-ciliation Act, 1956;

„educational levies” means levies imposed on members of the Witwatersrand Master Hairdressers’ Association and the Wes-tern Transvaal Master Hairdressers’ Association for the pay-ment, in respect of members and their employees, of technical college and technician fees, bursaries, salaries, equipment, trav-elling or any other related purposes;

„establishment” means any premises in which toilet services are rendered;

„experience” means—

- (a) in relation to a hairdresser, the total period or periods of employment an employee has had in the Hairdressing Trade;
- (b) in relation to a beauty culturist and/or a manicurist, means experience in an establishment or a training centre recog-nised by the Council;

„general assistant” means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands and wash-ing of utensils and/or toilet requisites;

„hairdresser” means an employee, other than an apprentice, manicurist and/or beauty culturist and/or shampooist, who per-forms any one or more of the operations as defined under “toilet services” in these definitions;

„hairdresser (qualified)” means an employee who—

- (a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1944; or
- (b) can satisfy the Council by examination or otherwise of com-petency in the ladies’ trade in cutting, marcel waving, set-ting, bleaching, dyeing, all methods of permanent waving, and beauty culture; and in the men’s trade in cutting, shav-ing, shampooing (dry and oil) and razor setting; or
- (c) holds a certificate of proficiency issued under section 6 or a certificate issued under section 7 of the Training of Artisans Act, 1951, or a certificate of competency issued by any In-dustrial Council for the Hairdressing Trade or such other body which is competent to issue such certificate in the opinion of the Council;

„Hairdressing Trade” or “Trade” means the Trade in which employers and employees are associated for the purpose of ren-dering toilet services in any establishment;

„manicurist and/or beauty culturist” means an employee engaged solely in manicuring and/or massage or stimulation or other treatment of the face, scalp or neck and eyebrow plucking;

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

„premium” means, without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for the training of any person in any of the oper-ations listed under the definition “toilet services”;

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

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

- Shampooing, drying, removing veils, pins, rollers, clips and any other setting aids;
- preparing clients for highlights or frosting;
- applying rinses or colour shampoos;
- placing clients under driers and taking clients out from under driers;

„toilet services” means the following operations:

- (a) Hairdressing, haircutting, shaving, curling, cleaning, singe-ing, shampooing, bleaching, dyeing, colouring, tinting, sty-ling, waving (permanent, marcel or water), or any other treatment of the hair or the head or the face; or
- (b) the massage or other stimulative treatment of the face, scalp or neck; or
- (c) manicuring, eyebrow plucking, board work, trichological treatment or beauty culture;

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

„loon” die besoldiging betaalbaar aan 'n werknemer kragtens klousule 4 ten opsigte van die werkure in klousule 7 voorgeskryf: Met dien verstande dat waar 'n werkgewer 'n werknemer ten opsigte van die werkure in klousule 7 voorgeskryf, gereeld 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, dit sodanige hoër bedrag beteken. Daarbenewens moet alle bedrae wat kragtens klousule 6 aan 'n werknemer ten opsigte van kommissie betaalbaar is, of bonusse, hetsy hierdie bedrae van maand tot maand wissel of nie, beskou word as loon wat kragtens klousule 4 betaalbaar is: Met dien verstande dat vir die doeleindes van besoldiging ten opsigte van openbare vakansiedae, jaarlikse verlof en *pro rata*-verlofbesoldiging kragtens klousule 9, kommissie betaalbaar kragtens klousule 6 nie geag moet word 'n loon te wees wat kragtens klousule 4 betaalbaar is nie;

„werkende werkgewer” 'n werkgewer, of enige vennoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat deur enigeen van sy werknemers gedoen word.

4. LONE

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

(a) Dames- en manshaarkappery—

(i) Haarkapper (gekwalifiseer) (man of vrou):

Eerste jaar na kwalifisering, R63,48 per week, of R275,00 per maand;

daarna, R80,76 per week, of R350,00 per maand

(ii) los werknemer: R20,00 per dag (sien omskrywing van „los werknemer” in klousule 3)

(b) Manikuris en/of skoonheidskundige—

(i) gedurende eerste drie maande ondervinding, R25,38 per week, of R110,00 per maand;

(ii) gedurende tweede drie maande ondervinding, R28,85 per week, of R125,00 per maand;

(iii) gedurende derde drie maande ondervinding, R32,31 per week, of R140,00 per maand;

(iv) daarna, R57,72 per week, of R250,00 per maand

(sien omskrywing van „ondervinding” in klousule 3).

(c) Ontvangsdame en/of telefonis: R57,72 per week, of R250,00 per maand

(d) Sjampoeis: R30,00 per week, of R130,00 per maand

(e) Algemene assistent: R30,00 per week, of R130,00 per maand

(f) Minderjarige wat gedurende hul proeftydperk sonder 'n leerkontrak in diens is: R25,38 per week, of R110,00 per maand.

(2) 'n Werkgewer en/of werknemer mag geen premie aanneem vir die opleiding van iemand in een van die werksaamhede wat onder die omskrywing „toilet dienste” genoem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra nie.

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

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

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

(5) 'n Werkgewer mag niemand onder die leeftyd van 16 jaar in diens neem nie en geen minderjarige mag in enige hoedanigheid hoegenaamd in diens geneem word nie, behalwe vir die proeftydperk kragtens die Wet op Vakleerlinge voorgeskryf, in 'n aangewese bedryf of teen die loonskaal wat in hierdie Ooreenkoms bepaal word.

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

(7) Deeltydse diens, behalwe soos in subklousule (6) van hierdie klousule bepaal, word nie toegelaat nie.

(8) Die verhouding van sjampoeis tot haarkappers (gekwalifiseer) mag nie op enige tydstip meer wees nie as—

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

een sjampoeis tot elke twee haarkappers (gekwalifiseer).

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

(9) Indien 'n vakleerling in 'n kwalifiserende vaktoets slaag en daar

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

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

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

4. WAGES

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

(a) Ladies' and Men's trades—

(i) Hairdresser (qualified) (male or female):

First year after qualifying, R63,48 per week, or R275,00 per month;

thereafter, R80,76 per week, or R350,00 per month

(ii) casual employee: R20,00 per day (see definition of “casual employee” in clause 3)

(b) Manicurist and/or beauty culturist—

(i) during first three months of experience R25,30 per week, or R110,00 per month,

(ii) during second three months of experience, R28,85 per week, or R125,00 per month;

(iii) during third three months of experience, R32,31 per week, or R140,00 per month,

(iv) thereafter, R57,72 per week, or R250,00 per month (see definition of “experience” in clause 3).

(c) Receptionist and/or telephonist: R57,72 per week, or R250,00 per month

(d) Shampooist: R30,00 per week, or R130,00 per month

(e) General assistant: R30,00 per week, or R130,00 per month

(f) Minors engaged during their probationary period of employment without a contract of apprenticeship: R25,38 per week or R110,00 per month.

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

(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.

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

(5) An employer shall not employ any person under the age of 16 years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the Apprenticeship Act, in a designated trade or at the rate of wages laid down in this Agreement.

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

(7) Part-time employment, save as is provided in subclause (6) of this clause, is not permitted.

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

one shampooist to the first hairdresser (qualified); and thereafter one shampooist to every two hairdressers (qualified).

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

(9) Should an apprentice pass a qualifying trade test and his contract

gevolglik geag word dat sy leerkontrak ingevolge die Wet op Vakleerlinge deur tydverloop beëindig is, word so 'n werknemer 'n haarkapper (gekwalifiseer), maar sy diens by die werkgever by wie hy as vakleerling ingeboek was, mag nie deur een van die partye beëindig word nie (behalwe om redes wat summier kassellering van die dienskontrak regverdig) voor verloop van 12 maande na die datum waarop die kwalifiserende vaktuets afgelê is of die normale verstrykingsdatum van sy leerkontrak, naamlik die vroegste van die twee, en gedurende hierdie tydperk moet hy besoldig word teen minstens die loontarief voorgeskryf vir 'n haarkapper (gekwalifiseer) na die eerste jaar nadat hy gekwalifiseer het indien sodanige vakleerling in die dameshaarkapperij werksaam is, en minstens die loon voorgeskryf vir 'n haarkapper (gekwalifiseer), indien sodanige vakleerling in die manshaarkapperij werksaam is.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy die werknemer se dienskontrak vóór die gebruikelike betaaldag beëindig word, en in dié geval moet lone onmiddellik by sodanige beëindiging betaal word. Die verskuldigde loon moet in 'n verseëelde kovert geplaas word waarop geskryf moet staan die volle naam van die werknemer, die tydperk waarvoor dié besondere bedrag betaal word, alle bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die kovert ingesluit is. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by beëindiging van elke dienskontrak aan hom betaal word.

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

- (a) Behoudens klousule 9, wanneer 'n werknemer van sy werk af wegbly, behalwe op versoek of op las van sy werkgever, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
 - (b) bydraes tot Raadsfondse ingevolge klousule 15 (1) van hierdie Ooreenkoms;
 - (c) ledegeld en heffings aan die Suid-Transvaalse en Wes-Transvaalse takke van die S.A. Hairdressers Employees' Industrial Union ingevolge klousule 15 (2) van hierdie Ooreenkoms;
 - (d) bydraes tot die Siektebystandfonds vir die Haarkappersbedryf en die Siektesoldyfondse vir die Haarkappersbedryf ingevolge klousules 22 en 23 van hierdie Ooreenkoms;
 - (e) bydraes wat 'n werkgever ingevolge 'n wet moet maak of 'n ander bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of kan aftrek.
- (3) Lone ingevolge klousule 4 verskuldig en alle ander besoldiging verskuldig aan 'n werknemer wat op 'n weeklikse dienskontrak is, moet op die Saterdag van elke week van die maand voor of om 12h00 betaal word: Met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling op die voorafgaande besigheidsdag voor of om 17h30 gedoen moet word. As 'n werknemer op 'n maandelikse dienskontrak is, moet die besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand voor of om 17h30 aan hom betaal word, of voor of om 12h00 in geval dié laaste dag 'n Saterdag is: Voorts met dien verstande dat as sodanige dag van daardie bepaalde maand nie 'n besigheidsdag is nie, die loon op die besigheidsdag wat hierdie dag onmiddellik voorafgaan, betaal moet word, of as hierdie dag 'n Saterdag is, dan voor of om 12h00 op daardie dag.

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

6. KOMMISSIE-OOREENKOMSTE

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

- (a) Die basiese loon waarvoor ooreengekom is ingeval sodanige basiese loon hoër as die voorgeskrewe loon is;
- (b) die kommissieskaal of -skale waarvoor ooreengekom is, en die aanspraakvoorwaardes;
- (c) die dag van die week of maand wanneer die kommissie wat verdien is, verskuldig en betaalbaar is;
- (d) die tydperk van diensopsegging, wat minstens een week en skriftelik moet wees, wat deur die werkgever of sy werknemer gegee moet word om die voorwaardes waarkragtens die kommissie betaalbaar is, in te trek, of om onderhandelings aan te knoop vir die wysiging van dié voorwaardes. Kommissie wat kragtens hierdie klousule betaalbaar is, moet in die loonboek ingeskryf word op dieselfde wyse as lone wat kragtens klousule 4 betaalbaar is;

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

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

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

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

- (a) Save as provided in clause 9, where an employee absents himself from work otherwise than at the request or instruction of this employer, a *pro rata* amount for the period of such absence;
- (b) contributions to Council funds in terms of clause 15 (1) of this Agreement;
- (c) subscriptions and levies to the Southern Transvaal and Western Transvaal Branches of the S.A. Hairdressers Employees' Industrial Union in terms of clause 15 (2) of this Agreement;
- (d) contributions to the Hairdressing Trade Sick Benefit Fund and the Hairdressing Trade Sick Pay Fund in terms of clauses 22 and 23 of this Agreement;
- (e) deductions which an employer is required to make in terms of any Act or any other amount which an employee is legally or by order of any competent court required or permitted to make.

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

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

6. COMMISSION AGREEMENTS

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

- (a) The basic wage agreed upon in the event of such basic wage being higher than the prescribed wage;
- (b) the rate or rates of commission agreed upon and the conditions of entitlement;
- (c) the day of the week or month when commission earned is due and payable;
- (d) the period of notice, which shall not be less than one week and which shall be in writing, to be given by the employer or his employee to cancel or to negotiate for the alteration of the conditions under which the commission is payable. Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 4;

- (e) so 'n kommissie-ooreenkoms moet deur die partye voor twee getuies onderteken word.

7. WERKURE

(1) Die gewone werkure van alle werknemers in die Haarkappers-bedryf moet hoogstens 45 uur per week van ses werkdae soos volg wees:

Maandag tot Vrydag	Werkure moet hoogstens agt per dag wees	Tussen die ure 07h00 en 18h00
Saterdag	Werkure moet hoogstens vyf per dag wees	Tussen die ure 07h00 en 13h00

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

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

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

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

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

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

- (a) vóór 07h00 en ná 18h00 op Maandae tot en met Vrydae; en
(b) vóór 07h00 en ná 18h00 op Maandae tot en met Saterdae.

8. BYWONINGSREGISTER

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

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

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

- (a) die volgende gegewens in sodanige bywoningsregister aanbring—
(i) sy handtekening;
(ii) hoe laat hy begin werk het;
(iii) die begin- en ophoutyd van elke etenspouse of ander pouse, wat nie as gewone werkure gereken kan word nie;
(iv) hoe laat hy op dié dag opgehou het om te werk:
Met dien verstande dat, as 'n werknemer nie kan lees of skryf nie, sy werkgewer namens hom die vereiste inskrywings ten opsigte van paragrawe (a) (ii) tot en met (a) (iv) hiervan moet maak en onderteken;
(b) die vereiste inskrywings ten opsigte van paragrawe (a) (i) en (ii) hiervan maak voordat hy met sy werk vir die dag begin.
(4) 'n Werkgewer moet so 'n bywoningsregister bewaar vir 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin.
(5) Alle inskrywings in 'n bywoningsregister moet met ink of inktlood gemaak word.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

- (2) (a) Aan elke werknemer, uitgesonderd 'n los werknemer, moet in elke jaar diens by dieselfde werkgewer drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging toegestaan word. Die drie weke moet 18 werkdae insluit en wanneer 'n openbare vakansiedag binne die verloftyd kragtens die bepaling hiervan val moet sodanige vakansiedag by gemelde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.
(b) Elke werknemer wat langer as vier jaar ononderbroke by dieselfde werkgewer in diens was, is by voltooiing van die vyfde jaar diens geregtig op 24 werkdae verlof met volle besoldiging, wat hoogstens vier Saterdae mag insluit, tensy sowel die werkgewer as die werknemer anders daaroor ooreengekom het.

- (e) such commission agreement shall be signed by the parties before two witnesses.

7. HOURS OF WORK

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

Mondays to Fridays	Hours of work not to exceed eight per day	Between the hours of 07h00 and 18h00
Saturdays	Hours of work not to exceed five per day	Between the hours of 07h00 and 13h00

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

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

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

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

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

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

- (a) before 07h00 and after 18h00 on Mondays to Fridays inclusive; and
(b) before 07h00 and after 18h00 on Mondays to Saturdays, inclusive.

8. ATTENDANCE REGISTER

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

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

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

- (a) record in such attendance register—
(i) his signature;
(ii) the time he commenced work;
(iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
(iv) the time of finishing work for the day:
Provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries in respect of paragraphs (a) (ii) to (a) (iv) inclusive hereof;
(b) make the necessary entries in respect of paragraphs (a) (i) and (ii) hereof before commencing work for the day.

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

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

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

- (2) (a) Every employee, except casual employees, shall be granted in each year of service with the same employer three consecutive weeks' leave of absence on full pay. The three weeks shall include 18 working days and whenever a public holiday falls within the period of leave in terms hereof such holiday shall be added to the said period as a further period of leave of absence on full pay.

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

Elke werknemer wat gedurende die drie maande voor die voltooiing van die vyf jaar ononderbroke diens om watter rede ook al deur die werkgever ontslaan word en wat binne 30 dae na die voltooiing van die tydperk van vyf jaar weer deur dieselfde werkgever in diens geneem word, is geregtig op die 24 dae verlof waarvoor daar ingevolge hierdie paragraaf voorsiening gemaak word.

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

(4) (a) Wanneer 'n werknemer 'n jaar diens by dieselfde werkgever voltooi het, moet hy ingevolge subklousule (2) sy verlof neem, en moet sy werkgever hom ingevolge hierdie bepaling dié verlof toestaan binne ses maande vanaf die datum waarop dit verskuldig is en moet hy die werknemer die verskuldigde verlobbesoldiging betaal onmiddellik voordat hy met verlof gaan.

(b) Indien genoemde werkgever of werknemer die diens beëindig nadat die werknemer vir verlof gekwalifiseer het, moet die werkgever die werknemer die verskuldigde verlobbesoldiging op die werknemer se laaste werkdag betaal. Verlobbesoldiging wat vir 'n tydperk van minder as een volle jaar diens verskuldig is, moet betaal word teen een sewentiende van die weekloon wat die werknemer ontvang het toe sy diens beëindig is. Sodanige verlobbesoldiging moet eweneens op die werknemer se laaste werkdag aan hom betaal word.

(c) Verlobbesoldiging wat aan die Raad betaal word, moet onmiddellik aan die betrokke werknemer betaal word.

Indien die werknemer nie opgespoor kan word nie, moet die verlobbesoldiging aan die Raad betaal word, en die werknemer kan dit te eniger tyd binne twee jaar opeis die datum waarop die werknemer geregtig was om dié bedrag te ontvang. Indien die verlobbesoldiging nie binne hierdie tydperk opgeëis word nie, val dit aan die fondse van die Raad toe: Met dien verstande egter dat die Raad 'n eis deur sodanige werknemer ná genoemde tydperk moet oorweeg en na goeddunke uit die algemene fondse van die Raad aan sodanige werknemer 'n *ex gratia*-betaling kan maak van hoogstens die bedrag wat oorspronklik ten opsigte van dié werknemer ontvang is.

(d) Ondanks andersluidende bepalings hierin vervat, moet die geld wat in die krediet staan van 'n werknemer wat nie 'n jaar diens in die Bedryf voltooi na verloop van 18 maande vanaf die datum waarop die eerste *pro rata*-verlobbesoldiging ten opsigte van dié jaar diens aan die Raad betaal is nie, aan hom betaal word sonder dat daar van hom vereis word om verlof te neem of sonder dat dit aan hom toegestaan moet word, en word hy geag om vanaf die datum van sodanige besoldiging met sy volgende jaar diens te begin het, maar as hy in daardie stadium werkloos is, word sy volgende jaar diens geag te begin vanaf die datum waarop hy daarna diens in die Bedryf aanvaar.

(e) Ingeval 'n werknemer te sterwe kom, moet alle verlobbesoldiging in sy krediet in sy boedel inbetaal word.

(f) Alle geld waarvoor die Raad ingevolge hierdie klousule beskik, moet in die Raad se fondse inbetaal word en daarvoor moet ooreenkomstig hierdie klousule gehandel word.

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

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

(7) Alle tydperke waarin 'n werknemer—

- (a) kragtens subklousule (2) met verlof is; of
- (b) weens siekte van sy werk afwesig is; of
- (c) in opdrag of op versoek van die werkgever van sy werk afwesig is; of

(d) militêre diens kragtens die Verdedigingswet, 1957, ondergaan; wat altesaam in 'n jaar hoogstens 10 weke behoort ten opsigte van die tydperke bedoel in paragrafe (a), (b) en (c), plus tot vier maande van 'n tydperk van militêre diens bedoel in paragraaf (d) wat gedurende daardie jaar ondergaan is, moet, vir die toepassing van subklousules (2) en (4), geag word diens te wees.

(8) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om in die Bedryf te werk, of dit vir besoldiging is of nie, en 'n werknemer

Any employee dismissed by the employer for any reason whatsoever during the three months prior to the completion of five years' continuous service and who is within 30 days after the completion of the five year period re-engaged by the same employer, shall be entitled to receive the 24 days' leave provided for in terms of this paragraph.

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

(4) (a) When an employee has completed a year's service with the same employer, he shall thereupon be required to take leave in terms of subclause (2) and his employer shall be required to grant him such leave within six months of its falling due in terms hereof and shall pay to the employee immediately prior to his proceeding on leave, the leave pay due.

(b) Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay to the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was terminated. Such leave pay shall, likewise, be paid to the employee on his last working day.

(c) Any leave pay which is paid to the Council shall immediately be paid to the employee concerned.

Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to two years from the date the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the funds of the Council: Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an *ex gratia* payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.

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

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

(f) All moneys held by the Council in terms of this clause shall be paid into the funds of the Council and shall be dealt with in accordance with this clause.

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

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

(7) Any period during which an employee—

- (a) is on leave in terms of subclause (2); or
- (b) is absent from work owing to illness; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is undergoing military 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) undergone in that year, shall, for the purposes of subclauses (2) and (4), be deemed to be employment.

(8) An employer shall not require or permit an employee to work in the Trade, whether for remuneration or not, and an employee shall not

mer mag nie in die Bedryf werk, of dit vir besoldiging is of nie, gedurende die jaarlikse verloftydperk wat ingevolge subklousule (2) van hierdie klousule aan sodanige werknemer toegestaan word nie.

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

10. DIENSBEÏNDIGING

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

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

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

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

Met dien verstande dat dit nie ondervermelde raak nie—

- (a) die reg van 'n werkgewer of 'n werknemer om die kontrak om 'n regsgeldige rede sonder diensopsegging te beëindig;
 - (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n tydperk van diensopsegging van gelyke duur aan albei kante bepaal en wat langer is as dié wat in hierdie klousule voorgeskryf word;
 - (c) die werking van verbeurings of strawwe wat regtens van toepassing is ten opsigte van 'n werknemer wat dros.
- (2) Geen werkgewer mag die dienste van 'n werknemer beëindig gedurende die werknemer se afwesigheid van sy werk weens 'n siekte waarvoor hy nie self verantwoordelik is nie: Met dien verstande dat—
- (a) die werkgewer binne drie werkdade vanaf die begin van sodanige siekte daarvan in kennis gestel word;
 - (b) 'n doktersertifikaat vir die tydperk van afwesigheid ingedien word wanneer die werknemer sy werk hervat; en
 - (c) die tydperk van afwesigheid hoogstens 30 dae duur.
- (3) Die diensopseggingstermyn in hierdie klousule bedoel mag nie saamval nie met, en kennis mag ook nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof of 'n tydperk waarin die werknemer militêre diens ingevolge die Verdedigingswet, 1957, moet ondergaan.

11. BEVOEGDHEIDCERTIFIKAAT

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

(2) Wanneer 'n werkgewer of 'n werknemer aansoek om 'n bevoegdheidsertifikaat doen, moet hy saam met die aansoek R50 (deur bemiddeling van die Sekretaris) aan die Raad stuur wat—

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

(3) 'n Aansoeker wat so 'n eksamen moet aflê en wat nie op die bepaalde dag en uur opdaag nie, verbeur die eksamengeld.

12. BUITEWERK

'n Werknemer mag nie, terwyl hy by 'n werkgewer in die Haarkappersbedryf in diens is, vir eie rekening of ten behoeve van iemand anders, of van iemand anders as sy werkgewer—

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

13. UITLEG VAN OOREENKOMS

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

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

work in the Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of subclause (2) hereof.

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

10. TERMINATION OF SERVICE

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

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

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

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

Provided that this shall not affect—

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

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

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

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

11. CERTIFICATE OF COMPETENCY

(1) A committee shall be appointed by the Council consisting of at least four members, two of whom shall be employers and two of whom shall be employees, who shall hold the examinations referred to in subclauses (2) and (3) and make recommendations to the Council as to the issue of certificates of competency.

(2) Whenever an employer or an employee applies for a certificate of competency he shall forward with such application the sum of R50 to the Council (through the Secretary) which shall—

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

(3) Any applicant required to take such examination and who fails to attend on the appointed day and time, 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 in toilet requisites for sale, gain or reward; on his own account or on behalf of any other person or from any other person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

13. INTERPRETATION OF AGREEMENT

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

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

14. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad om 'n regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms ten opsigte van enigiemand verleen.

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

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

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, vasgestel ooreenkomstig subklousule (2) van hierdie klousule, waarop die vrystelling verleen word; en
 - (d) die tydperk waartydens die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) van elke tifikaat wat uitgereik word 'n afskrif bewaar;
 - (b) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die tifikaat aan die betrokke werkgewer stuur.

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

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

- (i) Haarkappers (gekwalifiseer) (mans of vroue), manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste: 85 sent per maand;
- (ii) eerstejaar-vakleerlinge, manikuriste en/of skoonheidskundiges in eerste drie maande ondervinding, sjampoeiste en algemene assistente: 35 sent per maand;
- (iii) tweedejaar-vakleerlinge en manikuriste en/of skoonheidskundiges in tweede drie maande ondervinding: 55 sent per maand;
- (iv) derdejaar-vakleerlinge en manikuriste en/of skoonheidskundiges in derde drie maande ondervinding: 55 sent per maand;
- (v) los werknemers: 10 sent ten opsigte van elke week waarin h/sy by dié werkgewer in diens was.

By die totale bedrag aldus afgetrek, moet die werkgewer maand vir maand 'n gelyke bedrag voeg en die totale bedrag 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, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur: Met dien verstande dat die bedrag wat die werkgewer moet byvoeg minstens R1,50 ten opsigte van elke bepaalde maand moet wees;

(b) Werkgewers wat nie ingevolge subklousule (a) aftrekkings hoef te maak en 'n bedrag hoef by te voeg nie moet egter maand vir maand die bedrag van R1,50 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, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur.

(2) Elke werkgewer wat lid is van die Witwatersrand Master Hairdressers' Association en die Western Transvaal Hairdressers' Association moet van die maand- of weeklone van sy werknemers, uitgesonderd vakleerlinge en minderjariges, wat lede van die vakvereniging betaalbaar is en dit 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, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur.

(3) Elke werkgewer wat lid is van die Witwatersrand Master Hairdressers' Association en die Western Transvaal Master Hairdressers' Association moet die maandelikse ledegeld, onderwys- of ander heffings voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n duidelik sigbare plek in, sy bedryfsinrigting wat maklik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm

14. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause, the 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 is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) retain a copy of each licence issued;
 - (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

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

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

- (i) Hairdressers (qualified) (male or female), manicurists and/or beauty culturists and receptionists and/or telephonists: 85 cents per month;
- (ii) first-year apprentices, manicurists and/or beauty culturists in first three months of experience, shampooists and general assistants: 35 cents per month;
- (iii) second-year apprentices and manicurists and/or beauty culturists in second three months of experience: 55 cents per month;
- (iv) third-year apprentices and manicurists and/or beauty culturists in third three months of experience: 55 cents per month;
- (v) casual employees: 10 cents in respect of each week during which he/she was employed by that employer.

To the total amount so deducted the employer shall add a like amount and remit, month by month, the total sum to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement: Provided that the amount to be added by the employer shall not be less than R1,50 in respect of any one month.

(b) Employers who are not required to make deductions and add an amount in terms of subclause (a), shall, however, remit the amount of R1,50, month by month, to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

(2) Every employer who is a member of the Witwatersrand Master Hairdressers' Association and the Western Transvaal Master Hairdressers' Association shall deduct from the monthly or weekly wage of his employees, other than apprentices and minors, who are members of the trade union, the amount of subscriptions and levies payable to such union and remit same month by month to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

(3) Every employer who is a member of the Witwatersrand Master Hairdressers' Association and the Western Transvaal Master Hairdressers' Association shall remit the monthly subscriptions, educational levies or any other levies to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.

16. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of

in die regulasies ingevolge die Wet voorgeskryf, vertoon en vertoon hou.

17. REGISTRASIE VAN WERGEWERS EN WERKNEMERS

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

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

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

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

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

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

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

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

18. AGENTE

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

19. LIDMAATSKAP

(1) 'n Werkgever wat lid van een van die werkgewersorganisasies is mag geen werknemer wat nie lid van die vakvereniging is in diens neem nie; en geen lid van die vakvereniging mag diens aanvaar of in diens bly by 'n werkgever wat nie lid van een van die werkgewersorganisasies is nie.

(2) Geen werkgever (wat lid van die werkgewersorganisasie is) mag 'n werknemer in diens neem nie tensy die werknemer 'n geldende lidmaatskapkaart van die Suid-Transvaalse of die Wes-Transvaalse tak van die South African Hairdressers Employees' Industrial Union voorlê.

(3) Hierdie klousule is nie van toepassing nie—

- (a) op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande van die aanvang van sy diens in die Bedryf, geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word.
- (b) op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie of wat lidmaatskap geweier of uit die vakvereniging gesit is.

20. VAKVERENIGINGVERTREENWOORDIGERS IN DIE RAAD

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

21. VERSKAFFING VAN UITRUSTING

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

- (i) kruluitrusting;
- (ii) skêre;

this Agreement in both official languages and in the form prescribed in the regulations under the Act.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

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

- (a) The full names of the directors, the full name of the person in actual control of each branch of the business;
- (b) address of the registered offices of the company;
- (c) the full name of the secretary of the company and all other office-bearers of the company.

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

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

18. AGENTS

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

19. MEMBERSHIP

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

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

(3) The provisions of this clause shall not apply—

- (a) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;
- (b) to persons who are not eligible in terms of the union's constitution for membership, or who have been refused membership of or been expelled from the union.

20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

21. PROVISION OF EQUIPMENT

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

- (i) curling equipment;
- (ii) scissors;

- (iii) kamme;
- (iv) handdroërs;
- (v) knippers;
- (vi) skeermesse;
- (vii) setknippies;
- (viii) rollers;
- (ix) borsels;
- (x) beskermende klere;
- (xi) nekborsels.

In gevalle waar die werkgewer 'n kleurskema vir die beskermende klere ingevoer het wat by die kleurskema van sy salon pas, moet hy die beskermende klere verskaf, maar hy hoef nie meer as twee in 'n tydperk van 12 maande te verskaf nie.

22. SIEKTEBYSTANDSFONDS

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

(2) Die Fonds moet gebruik word om mediese, oogkundige, tandheelkundige en kraambystand gedurende tye van siekte te verleen aan manlike werknemers en manlike werkende werkgewers en/of hul afhanklikes en vroulike werknemers en vroulike werkende werkgewers, hul afhanklikes uitgesonderd, op wie hierdie Ooreenkoms van toepassing is;

uitgesonderd siekte of ongeskiktheid as gevolg van swangerskap (behalwe die kraambystand waarvoor die reëls van die Fonds voorsiening maak), en deelname aan gevaarlike en/of professionele sport: Met dien verstande dat hierdie klousule nie van toepassing is nie op los werknemers en werkgewers en werknemers wat deur die Bestuursraad skriftelik in kennis gestel is dat hulle van die Fonds uitgesluit word—

- (a) weens chroniese siekte; of
- (b) om 'n ander goeie rede wat deur die Bestuursraad as voldoende geag word.
- (3) (a) Die Fonds moet gefinansier word deur bydraes kragtens paragrafe (b), (c) en (d) van hierdie subklousule.
- (b) Vir die toepassing van die Fonds moet elke werkgewer, behoudens subklousules (2) en (12) van hierdie klousule, elke maand of week, na gelang van die geval, die volgende bydrae van die verdienste van sy werknemers aftrek:

- (iii) combs;
- (iv) hand driers;
- (v) clippers;
- (vi) razors;
- (vii) setting clips;
- (viii) rollers;
- (ix) brushes;
- (x) protective garments;
- (xi) neck brushes.

In cases where the employer has instituted a colour scheme in protective garments fitting in with the colour scheme of his salon, he shall supply the protective garments, but shall not be required to supply more than two in any period of 12 months.

22. SICK BENEFIT FUND

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

(2) The Fund shall be used for the purpose of providing medical, optical, dental and confinement benefits to male employees and male working employers and/or their dependants and female employees and female working employers, excluding their dependants, to whom this Agreement applies, during periods of sickness;

excluding any illness or incapacity arising out of pregnancy (other than the confinement benefit provided for in the rules of the Fund) and participation in hazardous and/or professional sports: Provided that this clause shall not apply to casual employees and employers and employees whom the Management Board has advised in writing that they are excluded from the Fund on account of—

- (a) chronic sickness; or
- (b) any other good reason recognised by the Management Board as being sufficient.
- (3) (a) The Fund shall be financed by contributions in terms of paragraphs (b), (c) and (d) of this subclause.
- (b) For the purposes of the Fund, every employer shall, subject to subclauses (2) and (12) of this clause, per month or per week, as the case may be, deduct the following amounts from the earnings of his employees:

Verdiensgroep	Per maand						
	A	B	C	D	E	F	G
Ongetroude werknemer	R 7,40	R 9,60	R 13,20	R 15,00	R 18,00	R 21,00	R 24,00
Werknemer met een afhanklike	9,60	13,20	16,80	19,20	22,80	25,80	28,80
Werknemer met twee afhanklikes	12,00	15,60	19,20	21,20	25,20	28,20	31,20
Werknemer met drie afhanklikes	14,40	18,00	21,20	24,00	27,60	30,60	33,60
Werknemer met vier afhanklikes	16,80	20,40	24,00	26,40	30,00	33,00	36,00
Werknemer met vyf afhanklikes	19,20	22,80	26,40	28,80	32,40	35,40	38,40
Werknemer met ses of meer afhanklikes	21,20	25,20	28,00	31,20	34,80	37,80	40,80

Earnings group	Per month						
	A	B	C	D	E	F	G
Single employee	R 7,40	R 9,60	R 13,20	R 15,00	R 18,00	R 21,00	R 24,00
Employee with one dependant	9,60	13,20	16,80	19,20	22,80	25,80	28,80
Employee with two dependants	12,00	15,60	19,20	21,20	25,20	28,20	31,20
Employee with three dependants	14,40	18,00	21,20	24,00	27,60	30,60	33,60
Employee with four dependants	16,80	20,40	24,00	26,40	30,00	33,00	36,00
Employee with five dependants	19,20	22,80	26,40	28,80	32,40	35,40	38,40
Employee with six or more dependants	21,20	25,20	28,00	31,20	34,80	37,80	40,80

(c) By die totaal aldus kragtens paragraaf (b) van hierdie klousule afgetrek, moet die werkgewer die volgende bedrae byvoeg en alle invorderings en bydraes ingevolge hierdie subklousule voor of op die sewende dag van elke maand in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf vry van bankkommissie aan die Sekretaris van die Raad, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur:

(c) To the total so deducted under paragraph (b) of this subclause, the employer shall add the following amounts and remit month by month, free of exchange, all collections and contributions in terms of this subclause, to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement:

Verdienstegroep	Per maand						
	A	B	C	D	E	F	G
Ongetroude werknemer	R 4,60	R 6,40	R 8,80	R 10,00	R 12,00	R 14,00	R 16,00
Werknemer met een afhanklike	6,40	8,80	11,20	12,80	15,20	17,20	19,20
Werknemer met twee afhanklikes	8,00	10,40	12,80	14,80	16,80	18,80	20,80
Werknemer met drie afhanklikes	9,60	12,00	14,80	16,00	18,40	20,40	22,40
Werknemer met vier afhanklikes	11,20	13,60	16,00	17,60	20,00	22,00	24,00
Werknemer met vyf afhanklikes	12,80	15,20	17,60	19,20	21,60	23,60	25,60
Werknemer met ses of meer afhanklikes	14,80	16,80	19,20	20,80	23,20	25,20	27,20

Earnings group	Per month						
	A	B	C	D	E	F	G
Single employee	R 4,60	R 6,40	R 8,80	R 10,00	R 12,00	R 14,00	R 16,00
Employee with one dependant	6,40	8,80	11,20	12,80	15,20	17,20	19,20
Employee with two dependants	8,00	10,40	12,80	14,80	16,80	18,80	20,80
Employee with three dependants	9,60	12,00	14,80	16,00	18,40	20,40	22,40
Employee with four dependants	11,20	13,60	16,00	17,60	20,00	22,00	24,00
Employee with five dependants	12,80	15,20	17,60	19,20	21,60	23,60	25,60
Employee with six or more dependants	14,80	16,80	19,20	20,80	23,20	25,20	27,20

(i) Weeklikse bydraes moet bereken word teen drie dertiendes van die maandelike bydrae.

(d) Behoudens subklousule (2) van hierdie klousule moet elke werkende werkgewer maandeliks die bedrag in kolom F hieronder genoem ten behoeve van homself/haarself bydra. Werkgewers kan egter na keuse die bedrag in kolom G hieronder genoem, bydra en sodoende geregtig wees op die hoër jaarlikse bystand vir hierdie groep waarvoor die reëls van die Fonds voorsiening maak.

(i) Weekly contributions shall be calculated at the rate of three thirtieths of the monthly contribution.

(d) Every working employer shall, each month, subject to subclause (2) of this clause, contribute on his/her own behalf the sum specified in column F below. However, employers who elect to do so may contribute the sum specified in column G below, and thus be entitled to the higher annual benefit for this group provided for in the Rules of the Fund.

Groep	Per maand	
	F	G
Ongetroude werknemer	R 35,00	R 40,00
Werknemer met een afhanklike	43,00	48,00
Werknemer met twee afhanklikes	47,00	52,00
Werknemer met drie afhanklikes	51,00	56,00
Werknemer met vier afhanklikes	55,00	60,00
Werknemer met vyf afhanklikes	59,00	64,00
Werknemer met ses of meer afhanklikes	63,00	68,00

Group	Per month	
	F	G
Single employer	R 35,00	R 40,00
Employer with one dependant	43,00	48,00
Employer with two dependants	47,00	52,00
Employer with three dependants	51,00	56,00
Employer with four dependants	55,00	60,00
Employer with five dependants	59,00	64,00
Employer with six or more dependants	63,00	68,00

(e) Die „verdienstegroep” word of die volgende wyse bepaal:

(i) Maandeliks besoldig: Totale verdienste (met inbegrip van loon, kommissie, gratifikasies en bonusse)

	Verdienstegroep
Tot en met R 150,00 per maand	A
R 151,00 tot en met R 300,00 per maand	B
R 301,00 tot en met R 450,00 per maand	C
R 451,00 tot en met R 600,00 per maand	D
R 601,00 tot en met R 800,00 per maand	E
R 801,00 tot en met R 1 000,00 per maand	F
Meer as R 1 000,00 per maand	G

(ii) Weeklikse besoldig: Totale verdienste (met inbegrip van loon, kommissie, gratifikasies en bonusse)—

	Verdienstegroep
Tot en met R 34,61 per week	A
R 34,62 tot en met R 71,31 per week	B
R 71,32 tot en met R 103,32 per week	C
R 103,33 tot en met R 138,45 per week	D
R 138,46 tot en met R 184,83 per week	E
R 184,84 tot en met R 230,76 per week	F
R 230,77 en meer per week	G

(f) Lede wat uit die Haarkappersbedryf tree as gevolg van swak gesondheid of hoë ouderdom, asook weduwees van gewese lede, kan voortgaan om lede te wees op die terme en voorwaardes waarop die Bestuursraad besluit.

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

(a) mediese en tandheelkundige behandeling, met inbegrip van die koste van X-straalondersoeke, operasies, inspuitings, onder-

(e) The “earnings group” shall be arrived at in the following manner:

(i) Monthly paid: Total earnings (including wage, commission, gratuities and bonuses)

	Earnings group
Up to R 150,00 per month	A
R 151,00 to R 300,00 per month	B
R 301,00 to R 450,00 per month	C
R 451,00 to R 600,00 per month	D
R 601,00 to R 800,00 per month	E
R 801,00 to R 1 000,00 per month	F
Over R 1 001,00 per month	G

(ii) Weekly paid: Total earnings (including wage, commission, gratuities and bonuses)

	Earnings group
Up to R 34,61 per week	A
R 34,62 to R 71,31 per week	B
R 71,32 to R 103,32 per week	C
R 103,33 to R 138,45 per week	D
R 138,46 to R 184,83 per week	E
R 184,84 to R 230,76 per week	F
R 230,77 and over per week	G

(f) Members who retire from the Hairdressing Trade due to ill health or old age, as well as widows of former members, may continue to be members on such terms and conditions as may be decided by the Management Board.

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

(a) medical and dental attention, including the cost of X-ray examinations, operations, injections, specialists' investigations, anaes-

soeke deur spesialiste, narkotiseursgelde, hospitaal- en verpleeg-inrigtinggelde, kraambystand en brille;

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

Met dien verstande dat—

- (i) in die geval van ongelukke, net dié mediese koste betaalbaar is wat nie kragtens die Ongevalwet, 1941, geëis kan word nie;
- (ii) swangerskap nie vir doeleindes van bystand as 'n siekte geag word nie en 'n lid slegs geregtig is op sodanige kraamvoordele as wat die reëls van die Fonds bepaal.

(5) Uitbetalings uit die Fonds moet gestaak word sodra die batige saldo van die Fonds benede R2 000 daal en die betaling van verdere bystand moet nie hervat word voordat die batige saldo van die Fonds weer die bedrag van R4 000 bereik het nie.

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

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

(b) Alle tjeks wat op rekening van die Fonds getrek word, moet deur twee van die volgende persone onderteken word: die Voor-sitter, die Ondervoorsitter, die Sekretaris van die Bestuursraad, die sekretaris van die South African Hairdressers Employees' Industrial Union en die sekretaris van die Witwatersrand Master Hairdressers' Association en die Western Transvaal Master Hairdressers' Association.

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

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

(8) 'n Openbare rekenmeester of openbare rekenmeesters moet jaarliks deur die Nywerheidsraad aangestel word teen besoldiging waaroor die Raad kan besluit, en hy moet die rekenings van die Fonds minstens een maal per jaar en voor of op 31 Maart van elke jaar ouditeer en 'n staat opstel wat onderstaande toon:

- (a) Alle geld ontvang—
- (i) kragtens subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig die voorafgaande 31 Desember, tesame met 'n staat wat die bates en laste van die Fonds toon. Ware afskrifte van hierdie state wat deur die voorsitter van die Bestuursraad medeonderteken is, en die ouditeur se verslag daaroor, moet op die Raad se kantoor beskikbaar wees vir insae deur persone wat die Haar-kappersbedryf uitoefen of daarin werksaam is en dié persone het die reg om afskrifte daarvan of uittreksels daaruit te maak. Gewaarmerkte afskrifte van beide die state en die ouditeur se verslag daaroor moet onverwyld aan die Direkteur-generaal van Mannekrag gestuur word.

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

(10) Ingeval die Raad ontbind word, of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bestuursraad, behoudens goedkeuring van die Nywerheidsregistrator kragtens die eerste voorbehoudsbepaling van genoemde artikel, voortgaan om die Fonds te administreer en moet die lede van die Bestuursraad wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, vir dié doel as lede daarvan beskou word: Met dien verstande egter dat enige vakature wat in die Bestuursraad ontstaan deur die Registrator geval kan word uit die geledere van werkgewers of werknemers in die Bedryf, na gelang van die geval, om getagsgelykheid van werkgewer- en werknemervertenwoordigers en van plaasvervangers in die ledetal van die Bestuursraad te verseker. Ingeval sodanige Bestuursraad nie in

thetic fees, hospital and nursing home fees, maternity benefits and spectacles;

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

Provided that—

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

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

(5) Disbursements from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R2 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 R4 000.

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

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

(b) All cheques drawn on the Fund's account shall be signed by any two of the Chairman, Vice-Chairman, Secretary of the Management Board, Secretary of the South African Hairdressers Employees' Industrial Union and Secretary of the Witwatersrand Master Hairdressers' Association and the Western Transvaal Master Hairdressers' Association.

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

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

(8) A public accountant or public accountants shall be appointed annually by the Industrial Council at such remuneration as the Council may decide, who shall audit the accounts of the Fund at least annually and not later than 31 March 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 Director-General of Manpower.

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

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Board shall, subject to the approval of the Industrial Registrar in terms of the first proviso to the said section, continue to administer the Fund and the members of the Management Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancy occurring on the Management Board may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Management Board. In the event of such Management Board being unable or unwilling to

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

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

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

23. SIEKTESOLDYFONDS

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

(2) Die Fonds moet gebruik word vir die doel om siektesoldybystand te verskaf aan werknemers en werkende werkgewers op wie hierdie Ooreenkoms van toepassing is gedurende tydperke van afwesigheid van werk weens siekte, behalwe ongeskiktheid weens siekte van watter aard ook al in verband met swangerskap (behalwe bevallingstoelae waarvoor die reëls van die Fonds voorsiening maak) en deelname aan gevaarlike en/of professionele sport.

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

(b) Vir die doel van die Fonds moet elke werkgever, behoudens subklousules (7) en (8) van hierdie klousule, maandeliks die volgende bedrae van die loon van elkeen van sy werknemers aftrek:

Man of vrou—	Per maand R
(i) Haarkapper eerste jaar ná kwalifisering	3,00
(ii) Haarkapper (gekwalifiseer)	4,00
(iii) Manikuris en/of skoonheidskundige—	
(a) eerste drie maande ondervinding	1,00
(b) tweede drie maande ondervinding	1,20
(c) derde drie maande ondervinding	1,60
(d) daarna	2,80
(iv) Telefonis en/of ontvangsdame	2,80
(v) Vakleerling—	
(a) eerste jaar	1,00
(b) tweede jaar	1,20
(c) derde jaar	1,60
(vi) Sjampoeis en algemene assistent	1,40
(c) Elke werkende werkgewer moet ten behoeve van homself/haarself die bedrag van R3,00 per maand bydra.	
(d) By die totaal aldus ooreenkomstig paragraaf (b) van hierdie subklousule afgetrek, moet die werkgever die volgende bedrae byvoeg en alle invorderings en hydraes ingevolge hierdie subklousule voor of op die sewende dag van elke maand in die vorm van Aanhangsel A van hierdie Ooreenkoms vry van bankkommissie aan die Sekretaris van die Raad, Gloucestergebou 520, Rissikstraat 66, of Posbus 1201, Johannesburg, 2000, stuur:	

	Per maand R
(i) Haarkapper eerste jaar ná kwalifisering	1,50
(ii) Haarkapper (gekwalifiseer)	2,00
(iii) Manikuris en/of skoonheidskundige—	
(a) eerste drie maande ondervinding	0,50
(b) tweede drie maande ondervinding	0,60
(c) derde drie maande ondervinding	0,80
(d) daarna	1,40
(iv) Telefonis en/of skoonheidskundige	1,40
(v) Vakleerling—	
(a) eerste jaar	0,50
(b) tweede jaar	0,60
(c) derde jaar	0,80
(vi) Sjampoeis en algemene assistent	0,70

discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Management Board and who shall possess all the power of the Management Board for such purposes. If the Council is not in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Board functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

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

23. 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, except incapacity arising out of any sickness whatsoever related to pregnancy (other than the confinement allowance provided for in the rules of the Fund) and participation in hazardous and/or professional sports.

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

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

Male or female—	Per month R
(i) Hairdresser first year after qualifying	3,00
(ii) Hairdresser (qualified)	4,00
(iii) Manicurist and/or beauty culturist—	
(a) first three months of experience	1,00
(b) second three months of experience	1,20
(c) third three months of experience	1,60
(d) thereafter	2,80
(iv) Telephonist and/or receptionist	2,80
(v) Apprentices—	
(a) first year	1,00
(b) second year	1,20
(c) third year	1,60
(vi) Shampooist and general assistant	1,40

(c) Every working employer shall contribute on his/her own behalf the sum of R3,00 per month.

(d) To the total so collected under paragraph (b) of this subclause the employer shall add the amounts scheduled hereunder and remit, month by month, free of exchange, all collections and contributions in terms of this subclause to the Secretary of the Council, 520 Gloucester House, 66 Rissik Street, or P.O. Box 1201, Johannesburg, 2000, not later than the seventh day of each and every month in the form of Annexure A to this Agreement:

	Per month R
(i) Hairdresser first year after qualifying	1,50
(ii) Hairdresser (qualified)	2,00
(iii) Manicurist and/or beauty culturist—	
(a) First three months of experience	0,50
(b) second three months of experience	0,60
(c) third three months of experience	0,80
(d) thereafter	1,40
(iv) Telephonist and/or beauty culturist	1,40
(v) Apprentices—	
(a) first year	0,50
(b) second year	0,60
(c) third year	0,80
(vi) Shampooist and general assistant	0,70

(4) *Bystand*.—Nadat 'n lid minstens 13 weke tot die Fonds bygedra het, is hy daarop geregtig om siektesoldy soos volg te ontvang vir 'n tydperk van hoogstens agt weke in 'n bepaalde tydperk vanaf 1 Januarie tot 31 Desember elke jaar:

- (a) 50 persent van die voorgeskryde minimum loon vir sy klas werknemer ingevolge klousule 4 van hierdie Ooreenkoms vir die eerste week van enige siektetydperk;
- (b) die volle loon soos voorgeskryf vir sy klas werknemer ingevolge klousule 4 van hierdie Ooreenkoms ten opsigte van enige siektetydperk wat langer as een week duur:

Met dien verstande dat 'n lid nie op die betaling van siektesoldy-bystand geregtig is nie ten opsigte van afwesigheid van werk weens siekte vir tydperke van twee dae of minder of tydperke van afwesigheid van watter aard ook al as gevolg van swangerskap of deelname aan gevaarlike en/of professionele sport.

(5) Klousule 22 (6) tot (11) is *mutatis mutandis* van toepassing op die Fonds.

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

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

- (a) weens chroniese siekte;
- (b) om 'n ander goeie rede wat deur die Raad as afdoende erken word;

en wat weens ongeskiktheid van sy werk afwesig is, moet gedurende enige tydperk van 36 agtereenvolgende maande diens by dieselfde werkgever deur sodanige werkgever altesaam minstens 36 dae siekteverlof toegestaan word, en die werkgever moet die werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende sy eerste 12 maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag ten opsigte van elke voltooiende maand diens;
- (ii) 'n werkgever as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir 'n tydperk wat oor meer as twee agtereenvolgende dae strek, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word: Voorts met dien verstande dat, waar 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging kragtens hierdie subklousule ontvang het sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk in te dien.

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

- (a) omvat „diens” alle tydperke waarin 'n werknemer—
 - (i) kragtens klousule 9 (2) met verlof is; of
 - (ii) met siekteverlof is; of
 - (iii) op las of op versoek van sy werkgever van sy werk afwesig is; of
 - (iv) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan;

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

(4) *Benefits*.—A member shall be entitled, after he has contributed to the Fund for a minimum of 13 weeks, to be paid sick pay for a maximum period of eight weeks in any period, commencing from 1 January to 31 December of each year, as follows:

- (a) 50 per cent of the prescribed minimum wage for his class of employee in terms of clause 4 of this Agreement for the first week of any period of sickness;
- (b) full wages as prescribed for his class of employee in terms of clause 4 of this Agreement in respect of any period of sickness which exceeds one week:

Provided that a member shall not be entitled to payment of sick pay benefits in respect of absence from work due to sickness for periods of two days or less, or any periods of absence whatsoever arising out of pregnancy, or participation in hazardous and/or professional sports.

(5) The provisions of clause 22 (6) to (11) shall *mutatis mutandis* apply in respect of the Fund.

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

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

- (a) chronic sickness;
- (b) any other good reason recognised by the Board as being sufficient;

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

- (i) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require, the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further that when an employee has during any period up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work.

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

- (a) “employment” includes any period during which an employee—
 - (i) is on leave in terms of clause 9 (2); or
 - (ii) is on sick leave; or
 - (iii) is absent from work on the instructions or at the request of his employer; or
 - (iv) is undergoing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of the commencement of this Agreement shall for the purposes of subclause (7) be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall for the purposes of subclause (7) be deemed to have been granted under this Agreement; and

professionele sport.

Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941 (Wet 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheids-toelae ingevolge dié Wet betaalbaar is nie.

24. A. D. ZAKAR MEMORIAL EDUCATION FUND

- (b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct, sickness whatsoever related to pregnancy and participation in hazardous and/or professional sports:
- 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.

Signed on behalf of the parties at Johannesburg this 23rd day of February 1981.

E. STURM,
Chairman of the Council

J. DANIEL,
Vice-Chairman of the Council

G. C. BREETZKE,
Secretary of the Council

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (WITWATERSRAND)

MAANDELIKSE OPGAWE DEUR WERKGEWER

Net vir kantoorgebruik

Kwitansie No

Maand.....

Beamppte

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

Opgawe vir die maand.....19.....
 Naam van salon..... Adres van salon..... Posbus..... Tel. No.....

[illegible]

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND)

To the Secretary,

The Industrial Council for the Hairdressing Trade
518-520 Gloucester House
66 Rissik Street
P.O. Box 1201
Johannesburg, 2000
Phone: 22-2505/6

For office use only

Receipt No.

Month

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

[illegible]

(Moet in duplo ingevul word)

..... } Adres

Aangesien ek, 19.....
 ingestem het om lid van die Siektebystandsfonds en/of Siektesoldyfonds vir die Haarskappersbedryf te word, verleen ek hierby magtiging aan (naam van vakleerling voluit),
 my werkgewer, mnr.
 van

(Naam en adres van werkgever)

om die bydraes wat deur my aan genoemde Fonds(e) betaalbaar is, namens my aan die Sekretaris van die Nywerheidsraad vir die Haarkappers-
bedryf (Witwatersrand) tot nadere kennisgewing te betaal, en om die saldo van my besoldiging op die gewone manier aan my te betaal.

Handtekening van vakleerling

.....
Handtekening van voog indien vakleerling minderjarig is

(To be completed in duplicate)

..... } Address

I, 19.....
 having agreed to become a member of the (full name of apprentice),
 Pay Fund, hereby authorise my employer, Mr Hairdressing Trade Sick Benefit Fund and/or Sick
 of

(Name and address of employer)

to pay on my behalf to the Secretary of the Industrial Council for the Hairdressing Trade (Witwatersrand) until further notice the contributions payable by me towards the said Fund(s) and to pay the balance of my remuneration to me in the usual way.

.....
Signature of apprentice

Signature of guardian if apprentice is a minor

AANHANGSEL C

BYWONINGSREGISTER

(Naam van werknemer)		(Beroep van werknemer)																
Jaar		Inskrywings wat deur werknemer gemaak moet word										Oortollige ure gewerk		Totale getal ure gewerk		Opmerkings (indien daar is)		
Maand		Hand-tekening	Hoe laat begin werk	Werkpouses						Hoe laat opgehou om te werk	Oortollige ure gewerk		Totale getal ure gewerk		Deur werknemer	Deur werkgever, indien werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgever geteken word)	Deur inspekteur	
Datum	Dag van die week			Van	Tot	Van	Tot	Van	Tot		Van	Tot	Elke dag	Elke week				
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Let wel.—Onder die hoofde „Van” en „Tot” in die kolomme wat na „Werkpouses” verwys, skryf in hoe laat die pouse begin en hoe laat die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse by sy werk te wees indien hy nie toegelaat word om die bedryfsinrigting gedurende die hele pouse te verlaat nie.

ANNEXURE C

ATTENDANCE REGISTER

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

R.1709]

[21 Augustus 1981

WET OP WINKELS EN KANTORE, 1964

HAARKAPPERSBEDRYF, WITWATERSRAND

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, 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.1708 van 21 Augustus 1981 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 23 van genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA
Minister van Mannekrag

R.1709]

[21 August 1981

SHOPS AND OFFICES ACT, 1964

HAIRDRESSING TRADE, WITWATERSRAND

EXEMPTION FROM SICK LEAVE PROVISIONS

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, 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.1708 of 21 August, 1981 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 sick pay in terms of clause 23 of the said Agreement.

S. P. BOTHA
Minister of Manpower

INHOUD

Departement van Mannekrag

GOEWERMENSKENNISGEWINGS

No.	BLADSY
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R.1709 Wet op Winkels en Kantore, 1964: Haarkappersbedryf, Witwatersrand: Vrystelling van Siekteverlofbepalings	19

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