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No. 11820

## DEPARTMENT OF MANPOWER

No. R. 707

14 April 1989

### LABOUR RELATIONS ACT, 1956

### HAIRDRESSING TRADE, BORDER.— AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(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 1.1.1, 2, 11.6.3, 17.4, 17.5, 22, 23 and 24, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VAN DER M. LOUW,  
Acting Minister of Manpower.

### SCHEDULE

### INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER

### AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956 made and entered into by and between the

## DEPARTEMENT VAN MANNEKRAM

No. R. 707

14 April 1989

### WET OP ARBEIDSVERHOUDINGE, 1956

### HAARKAPPERSBEDRYF, GRENS.— OOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekram, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1, 2, 11.6.3, 17.4, 17.5, 22, 23 en 24, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifieer.

E. VAN DER M. LOUW,  
Waarnemende Minister van Mannekram.

### BYLAE

### NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF GRENS OOREENKOMS

boreenkombig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangaan tussen die

**South African Hairdressers' and Cosmetologists' 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 the parties to the Industrial Council for the Hairdressing Trade, Border.

**1. SCOPE OF APPLICATION OF AGREEMENT**

1.1 Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Hairdressing Trade—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the magisterial district of East London.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall apply—

1.2.1 only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

1.2.2 to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, (MTA) 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 Labour Relations Act, 1956, and shall remain in force until 31 December 1989 or for such period as the Minister may determine.

**3. DEFINITIONS**

3.1 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 shall include any amendments of such Act and, unless the contrary intention appears, words importing the masculine gender shall include the female and neuter genders and words importing the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

3.1.1 "Act" means the Labour Relations Act (Act No. 28 of 1956), as amended, and any statutory modification or replacement thereof and includes any regulation made thereunder;

3.1.2 "agent" means an agent referred to in clause 22;

3.1.3 "this Agreement" includes any amendment to this Agreement;

3.1.4 "apprentice" means an employee serving under a written contract of apprenticeship, registered under the MTA and includes any minor employed under section 16 thereof;

3.1.5 "black hairdressing" means the provision of toilet services to any person who has over curly hair, including any hair of a substantially similar kind;

3.1.6 "black salon" means an establishment in which toilet services are offered and/or provided exclusively in black hairdressing;

3.1.7 "casual employee" means a certificated hairdresser who is employed by the same employer for not more than two days in any one week (see clause 9.8 and 9.9);

3.1.8 "certificate of competency in black hairdressing" means a certificate of competency issued by the Council under clause 8.6.1.2 hereof;

3.1.9 "certificate of competency in general hairdressing" means a certificate of competency issued by the Council under clause 8.6.1.3 hereof;

**South African Hairdressers' and Cosmetologists' Association**

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

en die

**South African Hairdressers Employees' Industrial Union,**

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Grens.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit in die Haarkappersbedryf nagekom word—

1.1.1 deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknekmers wat lede is van die vakvereniging;

1.1.2 in die landdrosdistrik Oos-Londen.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms van toepassing—

1.2.1 slegs op werknekmers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknekmers;

1.2.2 op vakleerling vir sover dit nie onbestaanbaar is met die bepalings van die Wet op Mannekragopleiding, 1981, (WOM) of 'n kontrak daarkragtens aangegaan of 'n voorwaarde wat daarvolgens vaststel is nie.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, bepaal en bly van krag tot 31 Desember 1989 of vir sodanig tydperk as wat die Minister vasstel.

**3. WOORDOMSKRYWING**

3.1 Alle uitdrukings wat in hierdie Ooreenkoms geset is en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Waar daarvan 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike en onsydige geslagte en woorde wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

3.1.1 "Wet" die Wet op Arbeidsverhoudinge (Wet No. 28 van 1956), soos gewysig, en alle statutêre wysigings of vervangings daarvan en omvat dit alle regulasies wat daarkragtens uitgevaardig is;

3.1.2 "agent" 'n agent in klousule 22 bedoel;

3.1.3 "hierdie Ooreenkoms" ook alle wysigings van hierdie Ooreenkoms;

3.1.4 "vakleerling" 'n werknekmer in diens ooreenkomstig 'n skriftelike vakleerlingkontrak wat geregistreer is ingevolge die WOM en omvat dit ook 'n minderjarige wat kragtens artikel 16 daarvan in diens geneem is;

3.1.5 "swart haarkappery" die verskaffing van toiletdienste aan enige persoon wat oormatige krullerige hare het, asook hare wat soortgelyk is daaraan;

3.1.6 "swart salon" 'n bedryfsinrigting waarin toiletdienste uitsluitlik by swart haarkappery aangebied en/of verskaf word;

3.1.7 "los werknekmer" 'n gesertifiseerde haarkapper wat hoogstens twee dae in 'n bepaalde week by dieselfde werknekmer werk (sien klousule 9.8 en 9.9);

3.1.8 "vaardigheidsertifikaat in swart haarkappery" 'n vaardigheidsertifikaat deur die Raad uitgereik kragtens klousule 8.6.1.2 hiervan;

3.1.9 "vaardigheidsertifikaat in algemene haarkappery" 'n vaardigheidsertifikaat deur die Raad uitgereik kragtens klousule 8.6.1.3 hiervan;

3.1.10 "kommissie" 'n bedrag wat aan 'n werknekmer verskuldig is kragtens 'n ooreenkoms tussen 'n werknekmer en sy werknekmer ingevolge klousule 10;

3.1.11 "Raad" die Nywerheidsraad vir die Haarkappersbedryf, Grens, wat ingevolge artikel 19, gelees met artikel 2 van die Wet, geregistreer is;

3.1.10 "commission" means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 10;

3.1.11 "Council" means the Industrial Council for the Hairdressing Trade, Border, registered in terms of section 19 read with section 2 of the Act;

3.1.12 "establishment" means any premises in which toilet services are or are to be rendered;

3.1.13 "experience" means—

3.1.13.1 in relation to a trainee hairdresser, the total period or periods of experience in an establishment or a training centre recognised by the Council, and includes the total period or periods of employment an employee has had in the Hairdressing Trade;

3.1.13.2 in relation to a beauty culturist and/or a manicurist, means experience in an establishment or a training centre recognised by the Council;

3.1.14 "general assistant" means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands, providing refreshments to staff in, and customers of, an establishment, washing dishes and washing utensils and/or toilet requisites and/or protective garments or towels;

3.1.15 "general hairdressing" means the provision of toilet services or any part thereof to any person who has tertiary hair (i.e. scalp hair) which is not over curly, and includes any hair of a substantially similar kind;

3.1.16 "general salon" means an establishment in which toilet services are offered and/or provided exclusively in general hairdressing;

3.1.17 "hairdresser" means any person, other than an apprentice and/or trainee hairdresser and/or minor and/or manicurist and/or beauty culturist and/or shampooist, who for the acquisition of gain on his own account or in partnership, in any manner holds himself out as a person who, or directly or indirectly advertises that he, performs or offers to perform any one or more of the operations defined as toilet services, and includes any person who is employed by a hairdresser and performs on his behalf any one or more of the operations defined as toilet services;

3.1.18 "hairdresser (qualified)" means a person who—

3.1.18.1 has served under, and completed, a contract of apprenticeship in terms of the MTA; or

3.1.18.2 holds a certificate of proficiency in the Hairdressing Trade issued by the Central Organisation for Trade Testing; or

3.1.18.3 holds a certificate of proficiency issued under section 6 or section 7 of the Training of Artisans Act, 1951, or section 27 of the MTA; or

3.1.18.4 holds any qualification which the Council may generally, or in any specific case, recognise as a certificate of competency not lower in standard than any qualification referred to in clause 8.6.1.3 whether or not obtained in the Republic of South Africa; or

3.1.18.5 holds a master's certificate of the employers' organisation or of any division thereof; or

3.1.18.6 holds a certificate of competency in open hairdressing;

3.1.19 "Hairdressing Trade" means the cosmetology trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment, and "Trade" has a like meaning;

3.1.20 "certificate" in relation to a hairdresser means any certificate referred to in clause 7 of this Agreement;

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

3.1.22 "MTA" means the Manpower Training Act (Act No. 56 of 1981), and includes the former Apprenticeship Act, 1944;

3.1.23 "minor" means a minor employed in the trade of ladies' and/or gents' hairdresser designated in terms of the MTA during the usual probationary period during which he may be so employed without a contract of apprenticeship;

3.1.24 "non-working employer" means any employer who is the owner or proprietor of an establishment if such owner or proprietor is a company or close corporation or a natural person not entitled in terms of this Agreement to a certificate personally to perform toilet services;

3.1.25 "certificate of competency in open hairdressing" means a certificate of competency issued by the Council under clause 8.6.1 hereof;

3.1.12 "bedryfsinrigting" 'n perseel waarop toiletdienste gelewer word of gelewer moet word;

3.1.13 "ondervinding"—

3.1.13.1 met betrekking tot 'n leerlinghaarkappe, die totale tydperk of tydperke ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word en omvat dit die totale tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf gelewer het;

3.1.13.2 met betrekking tot 'n skoonheidskundige en/of manikuris, die ondervinding opgedoen in 'n bedryfsinrigting of by 'n opleidingsentrum wat deur die Raad erken word;

3.1.14 "algemene assistent" 'n werknemer wat persele skoonmaak en/of uitvee, skone skoonmaak, boodskappe doen, verversings aan personeel en klante van 'n bedryfsinrigting verskaf, gerei en werklike en/of toiletbenedigdhede en/of beskermende klere of handdoeke was;

3.1.15 "algemene haarkappery" die verskaffing van toiletdienste of enige deel daarvan aan enigiemand met tersiere hare (d.w.s. kopvelhare) wat nie uitermatig krullerig is nie en omvat dit hare wat soortgelyk is daaraan;

3.1.16 "algemene salon" 'n bedryfsinrigting waarin toiletdienste uitsluitlik by algemene haarkappery aangebied en/of verskaf word;

3.1.17 "haarkapper" iemand anders as 'n vakleerling en/of 'n leerlinghaarkapper en/of 'n minderjarige en/of 'n manikuris en/of 'n skoonheidskundige en/of 'n sjampoeis wat vir wins vir sy eie rekening of in vennootskap op enige wyse homself voorhou as 'n persoon wat regstreeks of onregstreeks adverteer dat hy een of meer van die werkzaamhede wat omskryf word as toiletdienste verrig of aanbied om dit te verrig, en omvat dit iemand wat in diens is van 'n haarkapper en wat namens hom een of meer van die werkzaamhede verrig wat as toiletdienste omskryf word;

3.1.18 "haarkapper (gekwalifiseer)" iemand wat—

3.1.18.1 'n leerkontrak uitgedien het ingevolge die WOM; of

3.1.18.2 in besit is van 'n vaardigheidsertifikaat in die Haarkappersbedryf wat deur die Sentrale Organisasie vir Vaktoetse uitgereik is; of

3.1.18.3 in besit is van 'n vaardigheidsertifikaat wat kragtens artikel 6 of artikel 7 van die Wet op Opleiding van Vakmanne, 1951, of artikel 27 van die WOM uitgereik is; of

3.1.18.4 beskik oor enige kwalifikasie wat die Raad in die algemeen of in 'n spesifieke geval erken as 'n vaardigheidsertifikaat wat nie van 'n laer standaard is nie as enige kwalifikasie in klousule 8.6.1.3 bedoel, hetsy dit in die Republiek van Suid-Afrika behaal is of nie; of

3.1.18.5 in besit is van 'n meestersertifikaat van die werkgewersorganisasie of van enige afdeling daarvan; of

3.1.18.6 in besit is van 'n vaardigheidsertifikaat in oop haarkappery;

3.1.19 "Haarkappersbedryf" die kosmetologiese bedryf waarin werkgewers en werknemers met mekaar geassosieer is om toiletdienste in enige bedryfsinrigting te lever, en "Bedryf" het die selfde betekenis;

3.1.20 "sertifikaat" met betrekking tot 'n haarkapper enige sertifikaat in klousule 7 van hierdie Ooreenkoms bedoel;

3.1.21 "manikuris en/of skoonheidskundige" 'n werknemer wat hande of naels versorg en/of masseer-, stimuleer- of ander behandeling aan die gesig, kopvel of nek toepas en wenkbroue pluk;

3.1.22 "WOM" die Wet op Mannekragopleiding (Wet 56 van 1981) en omvat dit die vorige Wet op Vakleerlinge, 1944;

3.1.23 "minderjarige" 'n minderjarige in diens van die bedryf van dames- en/of manshaarkappery, aangewys ingevolge die WOM, gedurende die gebruiklike proeftydperk waartydens hy al dus sonder 'n leerkontrak kan werk;

3.1.24 "nie-werkende werkgewer" 'n werkgewer wat die eienaar of besitter is van 'n bedryfsinrigting, as sodanige eienaar of besitter 'n maatskappy of 'n beslote korporasie of 'n natuurlike persoon is wat ingevolge hierdie Ooreenkoms nie geregtig is op 'n sertifikaat om persoonlik toiletdienste te lever nie;

3.1.25 "vaardigheidsertifikaat in oop haarkappery" 'n vaardigheidsertifikaat wat deur die Raad kragtens klousule 8.6.1.1 hiervan uitgereik is;

3.1.26 "open salon" means an establishment in which toilet services are or are to be offered and/or provided in both black hairdressing and general hairdressing, and "open hairdressing" shall mean both black and general hairdressing;

3.1.27 "ordinance" means an ordinance of any province of the Republic of South Africa having local application to any establishment, and includes any statutory modification or replacement thereof and any regulation made thereunder;

3.1.28 "over curly hair" means that type of tertiary hair internationally classified as a special form of terminal hair, found to be relatively short, and growing to approximately the same length all over the scalp, and found in cross-section to be very flat, and to have its origin in a difference in the nature of the papilla and germinal matrix in the follicles of those who have it; and requiring specialised forms of treatment and chemical products for its proper and professional care;

3.1.29 "permitted trading hours" means the hours during which trading in an establishment is permitted in any area by virtue of the provisions of any ordinance;

3.1.30 "premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of any person in toilet services;

3.1.31 "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;

3.1.32 "registration certificate" means the registration certificate referred to in clause 5 of this Agreement;

3.1.33 "Secretary" means the Secretary of the Council;

3.1.34 "shampooist" means an employee of the age of 21 years or over engaged solely on one or more of the following operations, namely draping, brushing of hair, shampooing, drying, removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying instant conditioners, rinses or colour shampoos; placing clients under driers and taking clients out from under driers; giving scalp treatments by the application of any hairdressing treatment products prescribed by the manufacturer of that products, excluding any treatment performed by infrared ray, ultraviolet ray, or thermo treatment; the application of perm lotions, neutralising and rinsing of perms and relaxers; pulling out highlights and applying bleach over a highlight cap; tinting, and applying colour (permanent and semi-permanent), and applying toners but not bleach;

3.1.35 "toilet requisites" means any equipment and/or product used or which may be used in toilet services;

3.1.36 "toilet services" means any one and/or a combination of practices generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers and includes but is not otherwise limited by the following practices or any one or a combination thereof:

3.1.36.1 Arranging, dressing, curling, waving, cleansing, cutting, shaving, singeing, bleaching, colouring or similar work upon the hair of any person, or wig or hairpiece of any person, by any means and/or with the hands or mechanical or electrical apparatus or appliance, or by the use of cosmetic preparations, antiseptics, tonics, lotions or creams, or otherwise; massaging, cleansing, stimulating, manipulating, exercising, beautifying, eyebrow plucking or similar work on the scalp, face, neck, arms, hands or upper part of the body, or the manicuring of the nails of any person;

3.1.37 "trainee hairdresser" means any employee who is not a minor and who is in training to become certificated in black hairdressing or general hairdressing or open hairdressing, and who is, subject to clause 9.5, serving under a written training contract registered with the Council, but excludes an apprentice and/or a minor and/or manicurist and/or beauty culturist and/or shampooist;

3.1.38 "training institution" means any place where education and/or training in the provisions of toilet services are supplied to a trainee hairdresser and shall include, but not be limited to, any educational institution or training centre contemplated by the MTA;

3.1.26 "oop salon" 'n bedryfsinrichting waarin toiletdienste aangebied en/of verskaf word of sal word in biede swart en algemene haarkappery, en "oop haarkappery" beteken sowel swart as algemene haarkappery;

3.1.27 "ordonnansie" 'n ordonnansie van enige provinsie van die Republiek van Suid-Afrika wat plaaslik van toepassing is op enige bedryfsinrichting en omvat dit alle statutêre wysigings of vervangings daarvan, asook alle regulasies wat daarkragtens uitgevaardig is;

3.1.28 "uitermatig krullerige hare" die tipe tersiêre hare wat op internasionale gebied as 'n spesiale vorm van terminale hare geklassifiseer word, wat redelik kort is en wat oor die hele kopvel dieselfde lengtegroei behou, wat volgens 'n dwarsdeursnee baie plat is en sy oorsprong het in 'n verskil in die aard van die papil en kiemgrondlaag in die follikels van diogene wat oor sodanige hare beskik, en wat gespesialiseerde vorms van behandeling met chemiese produkte verg vir die behoorlike en professionele versorging daarvan;

3.1.29 "veroorloofde bedryfsure" die ure waartydens daar in 'n bedryfsinrichting in enige gebied kragtens die bepalings van 'n ordonnansie sake gedoen mag word;

3.1.30 "premie" sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, vergoeding van watter aard ook al vir die opleiding van enigiemand in toiletdienste;

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

3.1.32 "registrasiesertifikaat" die registrasiesertifikaat in klousule 5 van hierdie Ooreenkoms bedoel;

3.1.33 "Sekretaris" die Sekretaris van die Raad;

3.1.34 "sjampoeis" 'n werknemer 21 jaar oud of ouer wat uitsluitlik een of meer van die volgende werksaamhede verrig, naamlik drapering; hare borsel, sjampoeer, droogmaak; sluiers, spelde, rollers, knippies en alle ander setmiddels verwijder; klante gereedmaak vir streebleiking of bobleiking; kitsopknappers, spoelmiddels of kleursjampoe's aanwend; klante onder droërs plaas en klante van onder droërs uitneem; kopvelbehandelings deur die toediening van enige haarsorgsproduk wat deur die vervaardiger daarvan voorgeskryf word, uitsonder behandeling met infrarooi- of ultravioletstralte of termobehandeling; vasgolfmiddels aanwend; vasgolfwings en verslappers neutraliseer en afspoel; hare vir streebleiking uitlig en bleikmiddel oor streepleikmus aanwend; tint en kleur (vas en semi-vas) aanwend, asook haarsakeringsmiddels, maar geen bleikmiddel nie, aanwend;

3.1.35 "toiletbenodigdhede" enige toerusting en/of produk wat gebruik word of gebruik mag word by toiletdienste;

3.1.36 "toiletdienste" enigeen en/of 'n kombinasie van die gewone en algemene gebruikte wat in die beroep van skoonheidskundiges of kosmetiste of kosmetologiste of haarkappers toegepas word en omvat dit die volgende werksaamhede of enigeen of 'n kombinasie daarvan, maar is dit nie daartoe beperk nie:

3.1.36.1 Hare skik, kap, krul, golf, reinig, sny, skeer, skroei, bleik, kleur of die uitvoering van enige soortgelyke werksaamheid op die hare van enige persoon of met betrekking tot 'n pruik of haarstuk van enige persoon, ongeag of die hande of 'n meganiese of elektriese apparaat of toestel, kosmetiese preparaat, antiseptiese oplossing, versterkmiddel, gebruiksmiddel of room by enigeen van hierdie werksaamhede gebruik word of nie; massering, reiniging, stimulering, manipulasie, oefening, verfraaiing, wenkbroue pluk, of soortgelyke behandeling van die kopvel, gesig, nek, arms, hande of bolyf; of manikuurwerk op die naels van enige persoon;

3.1.37 "leerlinghaarkapper" 'n werknemer wat nie 'n minderjare is nie, en wat opgelei word om 'n sertifikaat in swart of algemene oop haarkappery te verkry en wat behoudens klousule 9.5 diens verrig ingevolge 'n skriflike leerkontrak wat by die Raad geregistreer is, maar omvat dit nie 'n vakleerling en/of 'n minderjare en/of 'n manikuris en/of 'n skoonheidskundige en/of 'n sjampoeis nie;

3.1.38 "opleidingsinrichting" enige plek waar onderrig en/of opleiding in die verskaffing van toiletdienste gegee word aan 'n leerlinghaarkapper, en omvat dit 'n opvoedkundige inrichting of opleidingsentrum soos deur WOM beoog, maar is dit nie daartoe beperk nie;

3.1.39 "wage" means the remuneration payable to an employee in terms of clause 11 in respect of the hours of work prescribed in clause 12: Provided that where an employer regularly pays an employee in respect of the hours of work prescribed in clause 12 an amount higher than that so prescribed it means such higher amount; and in addition, any amount payable to an employee in respect of commission in terms of clause 10, or bonus, whether or not these amounts may vary from month to month, shall be regarded as wages payable in terms of clause 11: Provided that, for the purposes of the payment in respect of public holidays, annual leave and *pro rata* holiday pay in terms of clause 12, commission payable in terms of clause 10 shall not be regarded as wages payable in terms of clause 11;

3.1.40 "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 in rendering toilet services.

#### **4. PROHIBITION OF PERFORMING ANY ACT AS A HAIRDRESSER IN CERTAIN CIRCUMSTANCES**

4.1 No employer shall perform or require or permit any employee to perform any act as a hairdresser unless—

4.1.1 a valid registration certificate has been issued by the Council to such employer in respect of his business;

4.1.2 being a non-working employer he has in his employ a certificated hairdresser within the meaning of clause 4.1.4 in whom there is vested the control and management of the provision of toilet services;

4.1.3 being a working employer a valid certificate has been issued to him to perform open hairdressing: Provided that—

4.1.3.1 if the business is a black salon, he shall require only a certificate to perform black hairdressing;

4.1.3.2 if the business is a general salon, he shall require only a certificate to perform general hairdressing;

4.1.3.3 from 1 June 1989 the certificate referred to in this subclause shall, in the case of new employers, not bear the code QBE, NONE or N/A, or such employers shall for the purposes of this clause be deemed to be non-working employers to whom the provisions of clause 4.1.2 shall apply;

4.1.4 a valid certificate to practise open hairdressing has been issued to every person appointed by him to control or manage the business: Provided that—

4.1.4.1 if the business is a black salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise black hairdressing;

4.1.4.2 if the business is a general salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise general hairdressing;

4.1.4.3 if the business is an open salon; the control and management of the provision of toilet services may be vested jointly in persons who are respectively certificated to practise black hairdressing and general hairdressing;

4.1.4.4 from 1 June 1989 any such certificate contemplated by this clause shall not bear the code QBE, NONE, or N/A.

4.2 No employee shall perform any act as a hairdresser unless—

4.2.1 a valid registration certificate has been issued by the Council to the owner or proprietor of the business;

4.2.2 he is—

4.2.2.1 an apprentice or a trainee hairdresser or a minor as defined in this Agreement; or

4.2.2.2 certificated to practise open hairdressing, or;

4.2.2.3 if the business in which he is employed is a black salon, certificated to practise black hairdressing or open hairdressing; or

4.2.2.4 if the business in which he is employed is a general salon, certificated to practise general hairdressing or open hairdressing.

3.1.39 "loon" die besoldiging betaalbaar aan 'n werknemer kragtens klousule 11 ten opsigte van die werkure in klousule 12 voorgeskryf: Met dien verstande dat, waar 'n werkewer 'n werknemer ten opsigte van die werkure in klousule 12 voorgeskryf gereeld 'n hoër bedrag betaal as die wat aldus voorgeskryf word, dit sodanige hoër bedrag beteken; en daarbenewens moet alle bedrae wat kragtens klousule 10 aan 'n werknemer ten opsigte van kommissie betaalbaar is, of bonusse, hetsy hierdie bedrae van maand to maand wissel of nie, beskou word as loon wat kragtens klousule 11 betaalbaar is: Met dien verstande dat, vir die doeleindes van besoldiging ten opsigte van openbare vakansiedae, jaarlikse verlof en *pro rata*-verlofbesoldiging kragtens klousule 12, kommissie betaalbaar kragtens klousule 10 nie geag moet word 'n loon te wees wat kragtens klousule 11 betaalbaar is nie;

3.1.40 "werkende werkewer" 'n werkewer of 'n vennoot in 'n vennootskap wat self werk verrig soortgelyk aan die wat deur enige een van sy werknemers gedoen word by die levering van toiletdienste.

#### **4. VERBOD OP OPTREDE VAN HAARKAPPERS ONDER SEKERE OMSTANDIGHEDEN**

4.1 'n Werkewer mag nie as 'n haarkapper optree of vereis of toelaat dat 'n werknemer as 'n haarkapper optree nie, tensy—

4.1.1 'n geldige registrasiesertifikaat deur die Raad aan sodanige werkewer uitgereik is met betrekking tot sy onderneming;

4.1.2 hy 'n nie-werkende werkewer is wat 'n gesertifiseerde haarkapper soos in klousule 4.1.4 voorgeskryf, in diens het by wie die bestuur en beheer van die verskaffing van toiletdienste berus;

4.1.3 hy 'n werkende werkewer is aan wie 'n geldige sertifikaat uitgereik is om 'n oop haarkappery te bedryf: Met dien verstande dat—

4.1.3.1 as die onderneming 'n swart salon is hy gesertifiseer moet wees om slegs swart haarkappery te bedryf;

4.1.3.2 as die onderneming 'n algemene salon is hy gesertifiseer moet wees omslegs algemene haarkappery te bedryf;

4.1.3.3 vanaf 1 Junie 1989 die sertifikate in hierdie subklousule bedoel in die geval van nuwe werkewers nie die kode QBE, NONE of N/A sal dra nie, of dat sodanige werkewers vir die doeleindes van hierdie klousule geag moet word nie-werkende werkewers te wees vir wie die bepalings van klousule 4.1.2 geld;

4.1.4 'n geldige sertifikaat om oop haarkappery te bedryf uitgereik is aan elkeen van sy werknemers wat in sy diens is aan wie die beheer of bestuur van die onderneming opgedra is: Met dien verstande dat—

4.1.4.1 as die onderneming 'n swart salon is, die beheer oor die verskaffing van toiletdienste in die onderneming en die bestuur daarvan kan berus by 'n persoon wat gesertifiseer is om swart haarkappery te bedryf;

4.1.4.2 as die onderneming 'n algemene salon is, die beheer oor die verskaffing van toiletdienste in die onderneming en die bestuur daarvan kan berus by 'n persoon wat gesertifiseer is om algemene haarkappery te bedryf;

4.1.4.3 as die onderneming 'n oop salon is, die beheer oor die verskaffing van toiletdienste en die bestuur daarvan gesamentlik kan berus by persone wat gesertifiseer is om beide swart en algemene haarkappery te bedryf;

4.1.4.4 'n sertifikaat deur hierdie klousule beoog vanaf 1 Junie 1989 nie die kode QBE, NONE of N/A sal dra nie.

4.2 'n Werknemer mag nie as 'n haarkapper optree nie, tensy—

4.2.1 'n geldige registrasiesertifikaat deur die Raad aan die eienaar of besitter van die onderneming uitgereik is;

4.2.2 hy—

4.2.2.1 'n vakleerling of 'n leerlinghaarkapper of 'n minderjarige is, soos in hierdie Ooreenkoms omskryf; of

4.2.2.2 gesertifiseer is om oop haarkappery te bedryf; of

4.2.2.3 gesertifiseer is om swart of oop haarkappery te bedryf as die onderneming waarin hy werksaam is 'n swart salon is; of

4.2.2.4 gesertifiseer is om algemene of oop haarkappery te bedryf as die onderneming waarin hy werksaam is 'n algemene salon is.

4.3. For purposes of this clause, and at the election of the Secretary, the tenant of any establishment or the person whose name appears on any trading licence issued under the authority of any ordinance in respect of any such business shall be deemed to be the employer of every employee employed in that business until such person proves otherwise, and every such person so deemed to be an employer under this clause shall be liable for all of the obligations of an employer under this Agreement notwithstanding that he is not an employer until such time as he proves that he is not an employer.

#### 5. APPLICATION FOR AND ISSUE OF REGISTRATION CERTIFICATE OF A BUSINESS

5.1 Every employer who has not already done so shall within one month from the date on which this Agreement comes into operation, and every employer or prospective employer entering the Hairdressing Trade after that date shall at the latest one month from the date of commencing operations by him, apply in the form prescribed in Annexure "B" to this Agreement to the Secretary of the Council for a registration certificate in respect of every establishment of which he is the owner or proprietor. For the purposes of this clause, an employer contemplated by this subclause shall hereinafter be referred to as "the applicant".

5.2 In the case of a non-working employer, the applicant shall produce proof to the satisfaction of the Secretary of the matters referred to in clause 4.1.4.

5.3 In the case of a working employer, the applicant shall produce proof to the satisfaction of the Secretary of his compliance with clause 4.1.3.

5.4 The applicant shall adduce proof to the satisfaction of the Secretary that the premises in which the business is to be conducted are—

5.4.1 adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;

5.4.2 fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;

5.4.3 constructed of floor and wall material and fixtures and fitting which will permit of their being kept clean;

5.4.4 adequately equipped with such toilet requisites as shall enable it to provide toilet services of a reasonable standard to the public;

5.4.5 not used for any purpose other than the provision of toilet services unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;

5.4.6 not used as a training institution other than as provided for in clause 6.3;

5.4.7 not leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such applicant;

5.4.8 not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner of any such other person and their interest in the partnership is not equal.

5.5 The Secretary shall be entitled to require such proof of any matter stated in the application for registration of the business as to him seems necessary, expedient or desirable.

5.6 Any application for registration of a business shall be considered within two months of the receipt thereof by the Secretary, and the applicant shall be notified in writing by the Secretary of the acceptance or rejection of the application within one month thereafter.

5.7 Upon acceptance of an application for registration, the Secretary shall issue to the employer a certificate of registration of the business in the form prescribed in Annexure "C" hereto.

5.8 The provisions of clause 4.3 shall *mutatis mutandis* apply to this clause.

4.3 vir die toepassing van hierdie klousule by die verkiesing van die Sekretaris moet die huurder van 'n bedryfsinrigting of die persoon wie se naam voorkom op die handelshensie wat ingevolge enige ordonnansie ten opsigte van sodanige onderneming uitgereik is, geag word die werkewer te wees van elke werknemer in diens van sodanige onderneming tot tyd en wyl sodanige persoon die teendeel bewys, en elke sodanige persoon wat aldus as 'n werkewer ingevolge hierdie klousule geag word, is aanspreeklik vir al die verpligting van 'n werkewer ingevolge hierdie Ooreenkoms, ten spye daarvan dat hy nie 'n werkewer is nie, tot tyd en wyl hy bewys kan lewer dat hy nie 'n werkewer is nie.

#### 5. AANSOEK OM EN UITREIKING VAN 'N REGISTRASIE-SERTIFIKAAT VAN 'N ONDERNEMING

5.1 Alle werkgewers wat dit nie reeds gedoen het nie moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en alle werkgewers of voorname werkgewers wat daarna tot die Haarkappersbedryf toetree, moet hoogstens een maand vanaf die datum waarop hy sake begin doen, op die vorm in Aanhangesel "B" van hierdie Ooreenkoms voorgeskryf by die Sekretaris van die Raad aansoek doen om die uitreiking van 'n registrasiesertifikaat ten opsigte van elke bedryfsinrigting waarvan hy die eienaar of besitter is. Vir die toepassing van hierdie klousule word 'n werkewer in hierdie subklousule beoog hierna "die aansoeker" genoem.

5.2 In die geval van 'n nie-werkende werkewer moet die aansoeker aan die Sekretaris bevredigende bewys lewer aangaande die sake in klousule 4.1.4 bedoel.

5.3 In dié geval van 'n werkende werkewer moet die aansoeker aan die Sekretaris bevredigende bewys lewer dat hy aan die vereistes van klousule 4.1.3. voldoen.

5.4 Die aansoeker moet aan die Sekretaris bevredigende bewyse voorlê dat die perseel waarin die onderneming bedryf sal word—

5.4.1 toegerus is met genoegsame beligting en ventilasie en van 'n genoegsame toevoer van lopende warm en koue water voorsien is;

5.4.2 toegerus is met verglansde wasbakke met afvoerpype en 'n stelsel vir die onskadelike wegdoening van afvalwater;

5.4.3 gebou is van vloer- en muurmateriaal en toegerus is met vaste toebehoere wat die skoonhou daarvan toelaat;

5.4.4 genoegsaam toegerus is met sodanige toiletbenodigdhede as wat dit in staat stel om toiletdienste van 'n redelike standaard aan die publiek te verskaf;

5.4.5 vir geen ander doel gebruik word nie as vir die verskaffing van toiletdienste, tensy sodanige ander gebruikte van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;

5.4.6 nie gebruik word as 'n opleidingsinrigting vir 'n ander doel as die in klousule 6.3, voorgeskryf nie;

5.4.7 nie gehuur word deur die aansoeker saam met iemand anders nie behalwe 'n vennoot wat toiletdienste in dieselfde onderneming as sodanige aansoeker lewer;

5.4.8 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoeker saam met iemand anders wie se belang nie dieselfde is as dié van die aansoeker nie: Met dien verstande dat dit geen oortreding van hierdie klousule sal wees nie as die aansoeker 'n vennoot van sodanige ander persoon is en hul belang in die vennootskap nie dieselfde is nie.

5.5 Die Sekretaris is daartoe geregtig om sodanige bewyse te vra van enige saak wat in die aansoek om registrasie van die onderneming gemeld word as wat hy noodsaaklik, gerade of wenslik ag.

5.6 Alle aansoek om registrasie van 'n onderneming moet binne twee maande na ontvangs daarvan deur die Sekretaris oorweeg word en die aansoeker moet deur die Sekretaris binne een maand daarna skriftelik in kennis gestel word of dit goedgekeur of geweier is.

5.7 As die aansoek om registrasie goedgekeur word, moet die Sekretaris 'n registrasiesertifikaat vir die onderneming aan die werkewer uitrek op die vorm in Aanhangesel "C" hiervan voorgeskryf.

5.8 Klousule 4.3 is *mutatis mutandis* van toepassing op hierdie klousule.

5.9 The provisions of clause 7.4, 7.5, 7.7, and 7.8 shall *mutatis mutandis* apply to this clause, save that any reference to a certificate shall be construed as a reference to a registration certificate.

5.10 The registration certificate contemplated by this clause shall be personal to the applicant named therein and shall not be sold, exchanged, donated, transferred, ceded, assigned, or hypothecated without the consent of the Council.

#### 5.11 Appeal procedure:

5.11.1 Any applicant for registration of a business who feels aggrieved by a decision of the Secretary as a result of which he has been denied registration shall have the right to appeal to the Council within 21 days from the date of receipt of notice of such refusal. The notice of appeal shall be in writing and signed personally by the appellant specifying the decision appealed against and the grounds of appeal.

5.11.2 Every appeal referred to in clause 5.11.1 shall be heard by the Council at its next ordinary meeting after the noting of the appeal and the appellant shall be afforded an opportunity to state his case personally to the meeting of the Council, and may, if he so desires, call witnesses in support of any statement made by him.

5.11.3 The Council may prescribe or make such rules, including rules as to the representation of the appellant as to it may seem just, and either generally or in any specific case, and may refer any appeal to a committee of the council appointed for that purpose, whereupon such committee shall have all or such powers of the Council as the Council may specify in the reference to the committee.

5.11.4 Upon the hearing of an appeal the Council or committee of the Council may confirm, alter, vary or rescind the decision appealed against or may refer it back to the Secretary for reconsideration or may make such other order as to it may seem just.

5.11.5 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 a notification thereof within 14 days of the date upon which such change took effect, and until such notification is received by the Secretary every such employer shall remain bound by all the provisions of this Agreement.

#### 6. CONTROL OF PREMISES

6.1 No employer shall use or permit the use of any premises unless they comply with clause 5.4.

6.2 No employer shall, without obtaining the prior consent of the Council, cause or permit any premises or any part thereof in which he is performing or has performed toilet services to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing Trade or the provision of toilet services. The consent of the Council may be given or withheld in its discretion.

6.3 No employer shall in any premises conduct or permit any other person, including an employee, to conduct the business of a training institution during the hours when the establishment is open to the public.

6.4 Any employer whose premises at the date of coming into effect of this Agreement do not comply with the provisions of this clause shall have 90 days within which to comply with the said provisions after having been given written notice by the Secretary to do so.

#### 7. APPLICATION FOR AND ISSUE OF A CERTIFICATE TO PRACTISE HAIRDRESSING

7.1 Every hairdresser who is a working employer or an employee shall within the period prescribed in clause 7.4 and in the manner prescribed in clause 7.5 and the form prescribed in clause 7.5.1 apply to the Council for a certificate to practise hairdressing, and such application shall be accompanied by the levy prescribed in clause 7.9.

7.2 If the Council upon receipt of any application and the levy referred to in clause 7.9 is satisfied that the applicant complies with the requirements of this Agreement, the Council shall issue to the applicant concerned a certificate to practise hairdressing in the form prescribed in Annexure "E".

5.9 Klousule 7.4, 7.5, 7.7 en 7.8 is *mutatis mutandis* van toepassing op hierdie klousule, behalwe dat waar daar van 'n sertifikaat melding gemaak word, dit beskou moet word as 'n verwysing na 'n registrasiesertifikaat.

5.10 Die registrasiesertifikaat wat in hierdie klousule beoog word, moet slegs op die aansoeker persoonlik betrekking hê, en mag nie verkoop, verruil, gesenke, oorgedra, gesedeer, oorgemaak of verhoopkeer word sonder die goedkeuring van die Raad nie.

#### 5.11 Appelprocedure:

5.11.1 Indien 'n aansoeker wat aansoek gedoen het om registrasie van 'n onderneming gegrief voel oor die besluit van die Sekretaris as gevolg waarvan hy registrasie ontsê is, kan hy binne 21 dae na ontvangs van die kennisgewing van sodanige weiering na die Raad appelleer. Die kennisgewing van appèl moet skriftelik ingedien word en deur die aansoeker persoonlik onderteken word en die besluit waarteen geappelleer word sowel as die gronde vir die appèl moet gespesifieer word.

5.11.2 Elke appèl in klousule 5.11.1 bedoel moet deur die Raad op sy volgende gewone vergadering na kennisname van die appèl aangehoor word en die aansoeker moet die geleentheid gebied word om sy saak persoonlik op die Raadsvergadering te stel en hy kan, indien hy dit so verkiest, getuies inroep om sy verklaring te staaf.

5.11.3 Die Raad kan sodanige reëls as wat hy regverdig ag en of in die algemeen of in enige spesifieke geval voorskryf of neerle, insluitende reëls in verband met die aansoeker se verteenwoordiging, en kan 'n appèl verwys na 'n komitee van die Raad wat vir dié doel aangestel is. Sodanige komitee moet beskik oor al die bevoegdhede van die Raad of sodanige bevoegdhede as wat die Raad in sy opdrag aan die komitee spesifieer.

5.11.4 By die aanhoor van 'n appèl kan die Raad of komitee van die Raad die besluit waarteen geappelleer word, bevestig, wysig, verander of herroep of dit terugverwys na die Sekretaris vir heroorweging, of kan hy sodanige ander bevel uitreik as wat hy regverdig ag.

5.11.5 Indien 'n verandering plaasvind in enige van die besonderhede wat 'n werkewer ingevolge hierdie klousule moet verstrek moet sodanige werkewer die Sekretaris binne 14 dae vanaf die datum waarop sodanige verandering plaasgevind het daarvan in kennis stel, en tot tyd en wyl sodanige kennisgewing deur die Sekretaris ontvang word, moet sodanige werkewer hom hou by al die bepalings van hierdie Ooreenkoms.

#### 6. BEHEER VAN PERSELÉ

6.1 'n Werkewer mag nie 'n perseel gebruik of toelaat dat dit gebruik word nie, tensy dit aan die vereistes van klousule 5.4 voldoen.

6.2 'n Werkewer mag nie veroorsaak of toelaat dat 'n perseel of gedeelte daarvan waarin hy toiletdienste bedryf of waarin hy toiletdienste bedryf het, verhuur of onderverhuur of beset word deur iemand om werkzaamhede daarin te verrig wat regstreeks of onregstreeks in verband staan met die Haarkappersbedryf of die verskaffing van toiletdienste nie, tensy die goedkeuring van die Raad vooraf verkry is. Die Raad kan na goeddunke sy toestemming gee of weerhou.

6.3 'n Werkewer mag nie op 'n perseel 'n opleidingsinrigting bedryf of toelaat dat iemand anders, met inbegrip van 'n werknemer, sodanige opleidingsinrigting bedryf gedurende die ure wat die bedryfsinrigting vir die publiek oop is nie.

6.4 'n Werkewer wie se perseel op die datum van inwerkintreding van hierdie Ooreenkoms nie aan die vereistes van hierdie klousule voldoen nie moet, nadat die Sekretaris hom skriftelik daarvan in kennis gestel het, 90 dae tyd gegun word om aan die vereistes te voldoen.

#### 7. AANSOEK OM EN UITREIKING VAN SERTIFIKAAT VIR DIE BEDRYF VAN HAARKAPPERY

7.1 Elke haarkapper wat 'n werkende werkewer of 'n werknemer is, moet binne die tydsbestek voorgeskryf in klousule 7.4 en op die wyse voorgeskryf in klousule 7.5 en op die vorm gespesifieer in klousule 7.5.1, by die Raad aansoek doen om 'n sertifikaat vir die bedryf van haarkappery, en sodanige aansoek moet vergesel gaan van die heffing in klousule 7.9 voorgeskryf.

7.2 As die Raad by ontvangs van 'n aansoek en die heffing in klousule 7.9 bedoel tevrede is dat die aansoeker aan die vereistes van hierdie Ooreenkoms voldoen, moet die Raad aan die betrokke aansoeker 'n sertifikaat om haarkappery te bedryf uitreik op die vorm soos voorgeskryf in Aanhangle "E".

7.3 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and returned to the Council at its request.

#### 7.4 Prescribed period:

7.4.1 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall advise the Council of any change in the particulars reflected therein within one month of any such change taking place.

7.4.2 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calendar year shall apply to the Council for the issue to him of a certificate to practise hairdressing.

#### 7.5 Prescribed manner of applying for a certificate to practise hairdressing:

7.5.1 Every application for a certificate to practise hairdressing shall specify the section and category of the Trade in which the certificate is sought and shall be in the form prescribed in Annexure "D" hereto.

7.5.2 There shall be three sections of the Trade, namely—

7.5.2.1 the gents' trade;

7.5.2.2 the ladies' trade;

7.5.2.3 unisex.

7.5.3 There shall be three categories within each section of the Trade, namely—

7.5.3.1 open hairdressing;

7.5.3.2 black hairdressing;

7.5.3.3 general hairdressing.

7.5.4 Every application for the issue of a certificate to practise hairdressing shall be accompanied by the levy prescribed in clause 7.9, which shall not be refundable in any circumstances.

#### 7.6 Prohibitions on the issue of a certificate.—No certificate to practise hairdressing shall be issued to—

7.6.1 any hairdresser who does not comply with the standard of training prescribed by clause 8.8;

7.6.2 any hairdresser who does not have the practical experience prescribed by clause 8.7.

#### 7.7 Withdrawal and forfeiture of certificate to practise hairdressing:

7.7.1 The Council may withdraw a certificate to practise hairdressing issued to any person—

7.7.1.1 if such person becomes subject to any disqualification referred to in clause 7.6;

7.7.1.2 if such certificate were obtained on the strength of false information.

7.7.2 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and returned to the Council at its request.

7.7.3 Any person who has in his possession or under his control any certificate to practise hairdressing withdrawn in terms of clause 7.7, shall at the request of the Council return such certificate to the Council.

7.7.4 A court of competent jurisdiction may, on good cause and upon application by the Council or any other competent person, withdraw any certificate to practise hairdressing issued to any person, and thereupon such person or any other person having such certificate in his possession or under his control shall forthwith return it to the Council.

#### 7.8 Prescribed period:

7.8.1 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall be issued with a new certificate if any changes in the particulars of the existing certificate occur within one month of the Council receiving notification of such changes.

7.8.2 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calendar year shall apply to the Council for the issue to him of a certificate to practise hairdressing.

7.3 'n Sertifikaat vir die bedryf van haarkappery mag nie uitgereik word tensy en voordat daar aan hierdie Ooreenkoms voldoen is nie, en enige sertifikaat vir die bedryf van haarkappery wat uitgereik word in stryd met hierdie Ooreenkoms is ongeldig en moet op sy versoek aan die Raad teruggestuur word.

#### 7.4 Voorgeskrewe tydperk:

7.4.1 Elke haarkapper aan wie 'n sertifikaat vir die bedryf van haarkappery alreeds uitgereik is, moet die Raad in kennis stel van enige verandering van die besonderhede wat daarin vervat is, binne een maand nadat die verandering plaasgevind het.

7.4.2 'n Werkewer en/of 'n werkneemster wat voorneemens is om in die loop van 'n kalenderjaar as 'n haarkapper te begin werk, moet by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkappery.

#### 7.5 Voorgeskrewe wyse waarop aansoek gedoen moet word om 'n sertifikaat vir die bedryf van haarkappery:

7.5.1 Elke aansoek om 'n sertifikaat vir die bedryf van haarkappery moet spesifiseer vir watter seksie en in watter kategorie van die Bedryf die sertifikaat aangewend word, en dit moet gedoen word op die vorm in Aanhengsel "D" hiervan voorgeskryf.

7.5.2 Daar is drie seksies van die Bedryf, naamlik—

7.5.2.1 die bedryf vir mans;

7.5.2.2 die bedryf vir dames;

7.5.2.3 uniseks.

7.5.3 Daar is drie kategorieë binne elke seksie van die Bedryf, naamlik—

7.5.3.1 oop haarkappery;

7.5.3.2 swart haarkappery;

7.5.3.3 algemene haarkappery.

7.5.4 Elke aansoek om die uitreiking van 'n sertifikaat vir die bedryf van haarkappery moet vergesel wees van die heffing in klousule 7.9 voorgeskryf wat in geen omstandighede terugbetaalbaar is nie.

#### 7.6 Verbod op die uitreiking van 'n sertifikaat.—Geen sertifikaat om haarkappery te bedryf mag uitgereik word nie aan—

7.6.1 'n haarkapper wat nie voldoen aan die opleidingstanndaard soos in klousule 8.8 voorgeskryf nie;

7.6.2 'n haarkapper wat nie die praktiese ondervinding het soos in klousule 8.7 voorgeskryf nie.

#### 7.7 Intrekking en verbeurdverklaring van sertifikaat vir die bedryf van haarkappery:

7.7.1 Die Raad kan 'n sertifikaat vir die bedryf van haarkappery wat aan enige persoon uitgereik is, intrek—

7.7.1.1 as sodanige persoon gediskwalifiseer word soos in klousule 7.6 bedoel;

7.7.1.2 as sodanige sertifikaat verkry is op grond van vals inligting.

7.7.2 Geen sertifikaat vir die bedryf van haarkappery mag uitgereik word nie tensy en voordat hierdie Ooreenkoms nagekom is, en 'n sertifikaat vir die bedryf van haarkappery wat uitgereik is in stryd met hierdie Ooreenkoms is ongeldig en moet op versoek van die Raad aan die Raad teruggestuur word.

7.7.3 Iemand wat in besit is van of beheer het oor 'n sertifikaat vir die bedryf van haarkappery wat ingetrek word ingevolge klousule 7.7, moet op versoek van die Raad sodanige sertifikaat aan die Raad terugstuur.

7.7.4 'n Bevoegde hof kan om goeie rede en op aansoek van die Raad of enige ander bevoegde persoon 'n sertifikaat vir die bedryf van haarkappery wat aan iemand uitgereik is, intrek, en so iemand of enigiemand anders wat 'n sertifikaat in sy besit het of beheer daaroor het, moet dit summier aan die Raad terugstuur.

#### 7.8 Voorgeskrewe tydsbestek:

7.8.1 Elke haarkapper aan wie 'n sertifikaat vir die bedryf van haarkappery alreeds uitgereik is, moet van 'n nuwe sertifikaat voorsien word indien enige veranderings in die besonderhede van die bestaande sertifikaat ontstaan binne een maand nadat die Raad van veranderings in kennis gestel is.

7.8.2 'n Werkewer en/of 'n werkneemster wat voorneemens is om in die loop van 'n kalenderjaar as 'n haarkapper te begin werk, moet by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkappery.

**7.9 Prescribed levy:**

7.9.1 Every application for the issue of a certificate to practise hairdressing shall be accompanied by a levy of R10, which shall not be refundable in any circumstances.

7.9.2 An application by any person who applies in terms of clause 7.4.2 for the issue to him of a certificate to practise hairdressing, shall be accompanied by the full amount of the levy referred to in clause 7.9.1.

**7.10 Code on certificate.** —On every certificate to practise hairdressing issued by the Council, the Council shall endorse one of the following codes, and each such code shall have the meaning assigned to it, namely—

QET shall mean that the holder of the certificate is a person contemplated in clause 3.1.18.1 of the Agreement;

COTT shall mean that the holder of the certificate is a person contemplated in clause 3.1.18.2 or 3.1.18.3 of the Agreement;

QA shall mean that the holder of the certificate is a person contemplated in clause 3.1.18.4 of the Agreement;

MC shall mean that the holder of the certificate is a person contemplated in clause 3.1.18.5 of the Agreement;

CQ shall mean that the holder of the certificate is a person contemplated in clause 3.1.18.6 of the Agreement;

QBE shall mean that the Council has exempted the holder of the certificate from the requirement of obtaining any qualification referred to in clause 3.1.18 while the status of the holder remains unchanged, i.e. if the holder is an employee, for so long as he remains an employee; if the holder is an employer, for so long as he retains his existing business and for so long thereafter as he is an employer;

NONE shall mean that the holder of the certificate is, or is regarded by the Council as being, a trainee hairdresser;

N/A shall mean that the holder of the certificate is a non-working employer, the control and management of whose establishment is vested in a person contemplated in clause 4.1.4 whose certificate is not endorsed with the codes QBE, NONE or N/A.

**8. TRAINING REQUIREMENTS**

8.1 Subject to the provisions of clause 8.9, no person shall perform any act as a hairdresser unless such person has successfully passed the examination intended in clause 8.6 and has been issued with a certificate to practise hairdressing.

8.2 This clause shall come into operation on the first day of June 1989 and shall apply to all hairdressers or prospective hairdressers, excluding hairdressers (qualified), who are recognised by the Council as such.

8.3 Any person who acts or intends to act as a hairdresser as from 1 June 1989 shall pass the aforementioned examination within a period of 12 months from date of issue of the initial certificate to practise hairdressing to such person, failing which such certificate shall forthwith lapse and be of no further force or effect and shall immediately be returned to the Council by such person.

8.4 A person who fails to pass the examination intended in clause 8.6 may not apply to the Council for the issue to him of a certificate to practise hairdressing until such time as such person has passed the said examination.

8.5 The council may grant exemption in respect of any examination or course for purposes of compliance with this clause.

**8.6 The examination:**

8.6.1 The examination referred to in clause 8.1 shall be, in both ladies' and gents' section—

8.6.1 in the case of a person applying for a certificate in open hairdressing, the certificate of competency in open hairdressing;

8.6.1.2 in the case of a person applying for a certificate in black hairdressing, the certificate of competency in black hairdressing;

8.6.1.3 in the case of a person applying for a certificate in general hairdressing, the certificate of competency in general hairdressing.

**7.9 Voorgeskrewe heffing:**

7.9.1 Elke aansoek om die uitreiking van 'n sertifikaat vir die bedryf van haarkappery moet vergesel wees van 'n heffing van R10, wat onder geen omstandighede terugbetaalbaar is nie.

7.9.2 Indien iemand ingevolge klousule 7.4.2 aansoek doen om die uitreiking aan hom van 'n sertifikaat vir die bedryf van haarkappery, moet die aansoek vergesel wees van die volle bedrag van die heffing in klousule 7.9.1 bedoel.

**7.10 Kode op sertifikaat.** —Op elke sertifikaat vir die bedryf van haarkappery wat deur die Raad uitgereik word, moet die Raad een van die volgende kodes endosseer, en elke sodanige kode het die betekenis wat daaraan toegewys is, naamlik—

QET beteken dat die houer van die sertifikaat 'n persoon is wat in klousule 3.1.18.1 van hierdie Ooreenkoms beoog word;

COTT beteken dat die houer van die sertifikaat 'n persoon is wat in klousule 3.1.18.2 of 3.1.18.3 van hierdie ooreenkoms beoog word;

QA beteken dat die houer van die sertifikaat 'n persoon is wat in klousule 3.1.18.4 van hierdie Ooreenkoms beoog word;

MC beteken dat die houer van die sertifikaat 'n persoon is wat in klousule 3.1.18.5 van hierdie Ooreenkoms beoog word;

CQ beteken dat die houer van die sertifikaat 'n persoon is wat in klousule 3.1.18.6 van hierdie Ooreenkoms beoog word;

QBE beteken dat die Raad aan die houer van die sertifikaat vrystelling verleen het van die vereiste om enige kwalifikasie te behaal wat in klousule 3.1.18 bedoel word, vir solank as wat die status van die houer onveranderd bly d.w.s. indien die houer 'n werkneem is, vir solank as wat hy 'n werkneem is; indien die houer 'n werkewer is, vir solank as wat hy sy huidige besigheid voortsit en vir solank daarna as wat hy 'n werkewer is;

NONE beteken dat die houer van die sertifikaat 'n leerlinghaarkapper of deur die Raad as 'n leerlinghaarkapper beskou word;

N/A beteken dat die houer van die sertifikaat 'n nie-werkende werkewer is wat die toesig oor en beheer van sy onderneming toevertrou het aan 'n persoon in klousule 4.1.4 beoog wie se sertifikaat nie geëndosseer is met die kode QBE, NONE of N/A nie.

**8. OPLEIDINGSVEREISTES**

8.1 Behoudens klousule 8.9 mag niemand as 'n haarkapper werk verrig nie, tensy as iemand geslaag het in die eksamen in klousule 8.6 bedoel en 'n sertifikaat vir die bedryf van haarkappery aan hom uitgereik is.

8.2 Hierdie klousule tree in werking op 1 Junie 1989 en is van toepassing op alle haarkappers of voorname haarkappers, uitgesonderd haarkappers (gekwalfiseer), wat deur die Raad as sodanig erken word.

8.3 Iemand wat vanaf 1 Junie 1989 as 'n haarkapper optree of voorname is om as 'n haarkapper op te tree, moet binne 'n tydsbestek van 12 maande vanaf die datum van uitreiking van die eerste sertifikaat vir die bedryf van haarkappery aan sodanige persoon in genoemde eksamen slaag, anders verval sodanige sertifikaat summier en dit nie meer van krag nie, en moet dit onmiddellik deur sodanige persoon aan die Raad teruggestuur word.

8.4 Iemand wat nie slaag in die eksamen in klousule 8.6 bedoel nie mag nie by die Raad aansoek doen om die uitreiking aan hom van 'n sertifikaat om haarkappery te bedryf nie tot tyd en wyl hy in genoemde eksamen geslaag het.

8.5 Die Raad kan vrystelling verleen ten opsigte van enige eksamen of kursus vir die doel om aan die vereistes van hierdie klousule te voldoen.

**8.6 Die eksamen:**

8.6.1 Die eksamen in klousule 8.1 bedoel, moet in beide die seksies vir dames en mans afgelê word—

8.6.1.1 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van oop haarkappery — vir die vaardigheidssertifikaat in oop haarkappery;

8.6.1.2 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van swart haarkappery — vir die vaardigheidssertifikaat in swart haarkappery;

8.6.1.3 in die geval van iemand wat aansoek doen om 'n sertifikaat vir die bedryf van algemene haarkappery — vir die vaardigheidssertifikaat in algemene haarkappery.

8.6.2 In the gents' section, proficiency shall be shown in cutting, shaving, shampooing (dry and oil) and razor setting demonstrated—

8.6.2.1 in the open hairdressing category, in both black hairdressing and on hair which is not over curly;

8.6.2.2 in the black hairdressing category, in black hairdressing only;

8.6.2.3 in the general hairdressing category, only on hair which is not over curly.

8.6.3. In the ladies' and the unisex sections proficiency shall be demonstrated—

8.6.3.1 in the open hairdressing category, in both black hairdressing and on hair which is not over curly, in relaxing, razor and scissors cutting, curling and waving, permanent waving, day style, tinting, free cut, blow style, highlighting and deportment: Provided that a candidate shall not be required to demonstrate more than half the examination requirements in black hairdressing and more than half the examination requirements on hair which is not over curly, and may elect whether to demonstrate any particular requirement on such hair or in black hairdressing;

8.6.3.2 in the black category, in black hairdressing, in chemical relaxing [candidates must be able to describe the press and curl and/or blow drying (thermal) methods as well]; chemical blow out on a male model, shaping hair (free cut), styling by curling and waving (excluding pin curls and finger waving), curl re-formation (permanent waving), semi-permanent colouring of hair, deportment and client relations;

8.6.3.3 in the general hairdressing category, on hair which is not over curly, in razor and scissors cutting, curling and waving, permanent waving, day style, tinting, free cut, blow style, highlighting and deportment.

8.6.4 In both sections and in all hairdressing categories, examination candidates shall be expected to answer oral questions aimed at showing a theoretical grasp of the fundamental principles of hairdressing.

8.6.5 A committee shall be appointed by the Council consisting of at least two members, one of whom shall be an employer and one of whom shall be an employee, who shall hold the examinations referred to in clause 8.6 and make recommendations to the Council as to the issue of certificates of competency.

8.6.6 Whenever an employer or an employee applies to take any examination referred to in clause 8.6.1 for a certificate of competency, he shall forward with such application the sum of R110 to the Council (through the Secretary) which shall, as soon as there are five candidates for the examination in question, ask the applicant to submit himself for examination and shall appoint the date and time and place for the holding of the examination.

8.6.7 Any applicant required to take such examination who fails to attend on the appointed day and time and at the appointed place, shall forfeit the examination fee.

8.6.8 Any candidate for an examination who satisfies the examiners appointed by the Council of his competency in the category of hairdressing to which the examination relates, shall be entitled to the issue to him of a certificate of competence in that category by the Council.

8.6.9 Notwithstanding the provisions of clause 8.2, if the Council held examinations for certificates of competency at any time prior to 1 June 1989 any certificate issued before that date shall be as valid and effectual as if it had been issued after that date.

**8.7 Prescribed practical experience for examination.**—No person shall be entitled to be admitted to the examination intended in clause 8.6 unless he is able to satisfy the Council that he has—

8.7.1 in the case of a candidate for an examination in open hairdressing, had three years' practical experience as a trainee in an open salon;

8.7.2 in the case of a candidate for an examination in black hairdressing, had two years' practical experience as a trainee in a black salon;

8.6.2. In die seksie vir mans moet vaardigheid in hare sny, skeer, sjampoeer (droog en olie) en skeermes-set gedemonstreer word—

8.6.2.1 in die kategorie oop haarkappery, in swart haarkappery sowel as op hare wat nie oormatig krullerig is nie;

8.6.2.2 in die kategorie swart haarkappery, slegs in swart haarkappery;

8.6.2.3 in die kategorie algemene haarkappery, slegs op hare wat nie oormatig krullerig is nie.

8.6.3 In die seksies vir dames en uniseks moet vaardigheid gedemonstreer word—

8.6.3.1 in die kategorie oop haarkappery, in swart haarkappery sowel as op hare wat nie oormatig krullerig is nie, in verslapping, skeer- en skerknip, kruel en golf, permanente golwing, dagstilering, tinting, vrysn, blaasstilering, bleikstressing en houding: Met dien verstande dat daar nie van 'n kandidaat vereis moet word om meer as die helfte van die eksamenvereistes in swart haarkappery en meer as die helfte van die eksamenvereistes op hare wat nie oormatig krullerig is nie te demonstreer nie, en dat hy kan kies of hy enige spesifieke vereiste op sodanige hare of in swart haarkappery wil demonstreer;

8.6.3.2 in die kategorie swart haarkappery, by swart haarkappery in chemiese verslapping [kandidate moet in staat wees om ook die druk- en kruel- en/of droogblaas- (termiese) metodes te kan beskryf]; chemiese skoonblaas op 'n manlike model, haarmetting (vrysn), stilering deur kruel en golf (uitsluitende vingerkruel en vinger golwing); kruel-reformasie (permanente golwing); semi-permanenet haarkleuring; houding en klantverhoudings;

8.6.3.3 in die kategorie algemene haarkappery, op hare wat nie oormatig krullerig is nie in skeer- en skerknip, kruel en golf, permanente golwing, dagstilering, tint, vrysn, blaasstyl, streepleiking en houding.

8.6.4 In beide seksies en in alle haarkappery-kategorieë word daar van eksamenkandidate verwag om mondelinge vrae te beantwoord wat gemik is op 'n teoretiese begrip van die fundamentele beginsels van haarkappery.

8.6.5 'n Komitee bestaande uit minstens twee lede, waarvan een 'n werkewer en een 'n werkneemster moet wees, moet deur die Raad aangestel word om eksamens in klosule 8.6 bedoel, af te neem en aanbevelings aan die Raad te doen in verband met die uitreiking van vaardigheidsertifikate.

8.6.6 Wanneer 'n werkewer of 'n werkneemster aansoek doen om 'n eksamen in klosule 8.6.1 bedoel, af te lê vir die verkryging van 'n vaardigheidsertifikaat moet hy, saam met die aansoek, die bedrag van R110 (deur bemiddeling van die Sekretaris) aan die Raad stuur wat, sodra daar vyf kandidate is wat aansoek gedoen het om die betrokke eksamen, die aansoeker moet versoek om die eksamen af te lê en die datum, tyd en plek moet bepaal waar die eksamen gehou sal word.

8.6.7 As 'n aansoeker van wie daar vereis word om sodanige eksamen af te lê, hom nie op die bepaalde dag, tyd en plek aanmeld nie, verbeer hy die eksamenfooi.

8.6.8 'n Kandidaat vir die eksamen wat die eksamenatore wat deur die Raad aangestel is oortuig van sy vaardigheid in die haarkapperykategorie waarop die eksamen betrekking het, is daarop geregtig dat die Raad 'n vaardigheidsertifikaat in daardie kategorie aan hom uitreik.

8.6.9 As die Raad te eniger tyd voor 1 Junie 1989 eksamens vir vaardigheidsertifikate uitgeskryf het, is 'n sertifikaat wat voor daardie datum uitgereik is ondanks klosule 8.2 net so geldig en doelmatig asof dit na daardie datum uitgereik sou gewees het.

**8.7 Voorgeskrewe praktiese ondervinding vir eksamen.**—Niemand mag toegelaat word om die eksamen af te lê wat in klosule 8.6 bedoel word nie tensy hy die Raad kan oortuig dat hy—

8.7.1 in die geval van 'n kandidaat vir 'n eksamen in oop haarkappery drie jaar praktiese ondervinding opgedoen het as 'n leerlinghaarkapper in 'n oop salon;

8.7.2 in die geval van 'n kandidaat vir 'n eksamen in swart haarkappery twee jaar praktiese ondervinding opgedoen het as leerlinghaarkapper in 'n swart salon;

8.7.3 in the case of a candidate for an examination in general hairdressing, had two years' practical experience as a trainee in a general salon.

*8.8. Prescribed educational standard and attendance at a training institution:*

8.8.1 No person shall be entitled to be admitted as a candidate for any examination referred to in clause 8.6 unless he is able to satisfy the Council that he has passed Standard 8 or its equivalent and has attended an approved course at an approved training institution.

8.8.2 Any training institution may, on satisfying the Council that it is—

8.8.2.1 adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;

8.8.2.2 fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;

8.8.2.3 constructed of floor and wall material which will permit of their being kept clean;

8.8.2.4 fitted with shelves, fittings or other fixtures which are made of glass, marble or slate or finished with enamel, or covered with zinc or other durable material which can readily be cleaned;

8.8.2.5 adequately equipped with such toilet requisites as shall enable it to provide training facilities of a reasonable standard for at least five students in both practice and theory;

8.8.2.6 not used for any purpose other than as a training institution unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;

8.8.2.7 not used as an establishment for the provision of toilet services other than as provided for after hours;

8.8.2.8 not leased by the applicant jointly with any other person save a partner who is engaged in the provision of training in the same business as the applicant;

8.8.2.9 not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner of any such other person and their interest in the partnership is not equal;

8.8.2.10 staffed by suitably qualified training staff and provides training and tuition of a standard commensurate with the requirements of the examinations referred to in clause 8.6 or any of them;

8.8.2.11 willing to submit to inspection by persons appointed by the Council with the object of ensuring that the standard of the matters referred to in clause 8.8.2 are being maintained;

and on payment of a registration fee of R1500 per annum, be registered by the Council as an approved training institution for as long as it complies with clause 8.8.2, and the training courses offered by any such training institution for the purposes of the examination intended in clause 8.6 shall be courses approved by the Council.

8.8.3 Every training institution which applies to the Council for registration as contemplated in clause 8.8.2 shall contractually bind itself to the Council in such a manner that no such institution shall—

8.8.3.1 without obtaining the prior consent of the Council, cause or permit any training institution or any part thereof in which training is performed to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing Trade or the provision of toilet services, which consent of the Council may be given or withheld in its discretion, and without assigning any reason therefor;

8.8.3.2 for the acquisition of gain perform or provide any toilet services in or from the training institution other than in the course of training;

8.7.3 in die geval van 'n kandidaat vir 'n eksamen in algemene haarkappery twee jaar praktiese ondervinding opgedoen het as leerlinghaarkapper in 'n algemene salon;

*8.8 Voorgeskrewe opvoedkundige standaard en bywoning aan 'n opleidingsinrigting:*

8.8.1 Niemand mag toegelaat word as 'n kandidaat vir enige eksamen in klousule 8.6 bedoel nie, tensy hy die Raad kan oortuig dat hy geslaag het in Standerd 8 of gelykwaardige kwalifikasie en 'n goedgekeurde kursus by 'n goedgekeurde opleidingsinrigting bygewoon het.

8.8.2 'n Opleidingsinrigting wat die Raad oortuig dat hy—

8.8.2.1 oor genoegsame beligting en ventilasie beskik en van 'n genoegsame toevoer van lopende warm en kou water voorsien is;

8.8.2.2 toegerus is met verglansde wasbakke met afvoerpype en 'n stelsel vir die onskadelike wegdoening van afvalwater;

8.8.2.3 gebou is van vloer- en muurmateriaal wat die skoonhou daarvan toelaat;

8.8.2.4 toegerus is met rakke, muurmeubelment of ander vaste toebehore wat van glas, marmer of leiklip gemaak is of afgewerk is met emalje of gegalvaniseer is of uit ander duursame materiaal vervaardig is wat maklik skoongemaak kan word;

8.8.2.5 genoegsaam toegerus is met sodanige toiletbenodigdhede as wat dit in staat stel om opleidingsfasilitete van 'n rede-like standaard aan minstens vyf studente in beide praktyk en teorie te verskaf;

8.8.2.6 vir geen ander doel gebruik word nie as vir 'n opleidingsinrigting, tensy sodanige ander gebruikte van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters, of openinge of ander maniere van kommunikasie;

8.8.2.7 nie gebruik word as 'n bedryfsinrigting vir die verskaffing van ander toiletdienste nie as die waarvoor daar na ure voorsiening gemaak is;

8.8.2.8 nie gehuur word deur die aansoeker saam met iemand anders nie, behalwe 'n venoot wat opleiding verskaf in dieselfde onderneming as die aansoeker;

8.8.2.9 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word deur die aansoeker saam met iemand anders wie se belang nie dieselfde is as die van die aansoeker nie: Met dien verstaande dat dit nie 'n oortreding van hierdie klousule is as die aansoeker 'n venoot van sodanige ander persoon is en hul belang in die venootskap nie dieselfde is nie;

8.8.2.10 beman word deur behoorlik gekwalifiseerde opleidingspersoneel en opleiding en onderrig verskaf van 'n standaard wat eweredig is aan die vereistes vir die eksamens of enigen van die eksamens in klousule 8.6. bedoel;

8.8.2.11 bereid is om hom te onderwerp aan inspeksie deur persone wat deur die Raad aangestel is om te verseker dat die standaard van die sake in klousule 8.8.2 bedoel, gehandhaaf word;

en wat 'n registrasiefooi van R1 500 per jaar betaal, kan by die Raad geregistreer word as 'n goedgekeurde opleidingsinrigting vir solank dit voldoen aan die vereistes in klousule 8.8.2 bedoel, en die opleidingskursusse wat deur so 'n opleidingsinrigting aangebied word, vir die eksamens in klousule 8.6. bedoel, moet kursusse wees wat deur die Raad goedgekeur word.

8.8.3 Elke opleidingsinrigting wat by die Raad aansoek doen om registrasie soos in klousule 8.8.2 beoog, moet homself kontrakueel op so 'n wyse aan die Raad verbind dat—

8.8.3.1 so 'n inrigting nie kan veroorsaak of toelaat dat 'n opleidingsinrigting of 'n gedeelte daarvan waar opleiding gegee word sonder die voorafverkreeë goedkeuring van die Raad verhuur of onderverhuur of beset word deur iemand wat beoog om werk daarin te verrig wat regstreeks of onregstreeks in verband staan met die Haarkappersbedryf of die verskaffing van toiletdienste nie, en die Raad kan na goeddunke en sonder om enige rede daarvoor aan die voer, sodaigue toestemming verleen of weerhou;

8.8.3.2 so 'n inrigting nie toiletdienste in of vanuit die opleidingsinrigting vir wins kan verrig of verskaf nie, behalwe in die loop van opleidingswerk;

8.8.3.3 without the prior approval of the Council in any advertising suggest or imply that such training institution or any of its courses are directly or indirectly approved by the Council and/or the employers' organisation and/or the trade union. If in the opinion of the Council any advertising material caused or permitted to be published by the training institution is repugnant to the tenor and spirit of these regulations the Council may, after affording the training institution concerned an opportunity to explain its case, suspend or cancel the registration of such institution either for a specified period or permanently.

8.8.4 Notwithstanding the provisions of clause 8.8.2, the Council may designate any training institution as an approved training institution and any course offered by such institution as an approved training course. No educational institution as defined in the MTA shall be required to pay the registration fee intended in clause 8.8.2.

#### 8.9 Persons exempt:

8.9.1 A hairdresser (qualified) shall not be subject to the provisions of clause 8.6, 8.7, and 8.8, but the Council may require proof of its satisfaction that he is a hairdresser (qualified).

8.9.2 The Council may on application and for good cause exempt any person from the provisions of clause 8.6, 8.7, and 8.8.

### 9. SECURITY OF EMPLOYMENT

9.1 No employer shall employ any employee as a hairdresser other than as permitted by this Agreement.

9.2 An employer shall not, and shall not require or permit any person to, render toilet services in an establishment unless such employer or person is a certified hairdresser, an apprentice, a minor, a trainee hairdresser, a shampooist or a manicurist and/or beauty culturist.

9.3 The only work or toilet services which may be done or provided in an establishment by—

9.3.1 a manicurist and/or beauty culturist, shall be that referred to in clause 3.1.21;

9.3.2 a shampooist, shall be that referred to in clause 3.1.34;

9.3.3 a general assistant, shall be that referred to in clause 3.1.14;

9.3.4 a receptionist and/or telephonist, shall be that referred to in clause 3.1.31.

9.4 Save to the extent provided in clause 9.5, no employer shall employ a trainee hairdresser except under a training contract which shall be for two years in the black or general hairdressing category, and three years in the open hairdressing category and which—

9.4.1 shall not be valid unless it is in writing and signed personally by the employer and the employee;

9.4.2 shall be in the form prescribed in Annexure 'F' hereto;

9.4.3 shall be concluded within 14 days from the date of commencement of employment of the employee concerned and which shall be forwarded to the Secretary of the Council under registered cover for registration within 14 days from the date of its conclusion;

9.4.4 may on application to the Council and for good cause shown be extended by the Council upon such terms and conditions as the Council may seem fit.

9.5 At the date of coming into force of this Agreement any employee who, but for the fact that there exists no such training contract as is referred to in clause 9.4, would otherwise be qualified to be a trainee hairdresser shall, if that employee has been continuously employed for a period of 12 months in the Hairdressing Trade, be exempt from the requirements of Clause 9.4: Provided that if any such employee does not within 18 months of the coming into force of this Agreement satisfy the requirements for a certificate to practise hairdressing in any category such employee and his employer shall forthwith thereafter comply with the provisions of Clause 9.4.

9.6 An employer and/or employee and/or prospective employee shall not require or accept, and an employee shall not give or pay, a premium for the training of any person in toilet services: Provided that nothing herein contained shall apply in respect of a training scheme or training levies to which the employer is legally required to contribute.

8.8.3.3 so 'n inrigting nie sonder die voorafverkreeë goedkeuring van die Raad in enige advertensie kan suggereer of impliseer dat sodanige opleidingsinrigting of enige van sy kursusse regstreeks of onregstreeks deur die Raad en/of die werkgewersorganisasie en/of die vakvereniging goedgekeur is nie. Indien advertensiemateriaal wat deur die opleidingsinrigting veroorsaak of toegelaat is om gepubliseer te word na die Raad se mening onbestaanbaar is met die strekking en gees van hierdie regulasies kan die Raad, nadat die betrokke opleidingsinrigting geleentheid gebied is om sy saak te stel, die registrasie van sodanige opleidingsinrigting ð vir 'n spesifieke tydperk of permanent opskort of kanselleer.

8.8.4 Ondanks klousule 8.8.2 kan die Raad 'n opleidingsinrigting as 'n goedgekeurde inrigting en 'n kursus wat deur sodanige inrigting aangebied word as 'n goedgekeurde opleidingskursus aanwys. Geen opvoedkundige inrigting soos omskryf in die WOM is verplig om die registrasiefooi soos in klousule 8.8.2 beoog, te betaal nie.

#### 8.9 Personne wat vrygestel is:

8.9.1 'n Haarkapper (gekwalifiseer) is nie onderworpe aan die bepalings van klousule 8.6, 8.7 en 8.8 nie, maar die Raad kan bevredigende bewys vereis dat hy 'n haarkapper (gekwalifiseer) is.

8.9.2 Die Raad kan iemand op aanvraag en om 'n goeie rede vrystel van die bepalings van klousule 8.6, 8.7 en 8.8.

### 9. WERKSEKURITEIT

9.1 'n Werkewer mag geen werknemer as 'n haarkapper in diens neem nie tensy hierdie Ooreenkoms dit toelaat.

9.2 'n Werkewer mag nie vereis of toelaat dat iemand toiletdienste in 'n bedryfsinrigting lever nie, tensy sodanige werkewer of persoon 'n gesertificeerde haarkapper, 'n vakleerling, 'n minderjarige, 'n leerlinghaarkapper, 'n sjampoeis of 'n manikuris en/of 'n skoonheidskundige is.

9.3 Die enigste werk of toiletdienste wat in 'n bedryfsinrigting verrig of verskaf kan word deur—

9.3.1 'n manikuris en/of skoonheidskundige, is dié in klousule 3.1.21 bedoel;

9.3.2 'n sjampoeis, is dié in klousule 3.1.34 bedoel;

9.3.3 'n algemene assistent, is dié in klousule 3.1.14 bedoel;

9.3.4 'n ontvangsdame en/of telefoniste, is dié in klousule 3.1.31 bedoel.

9.4 Behoudens die mate in klousule 9.5 bepaal, mag 'n werknemer nie 'n leerlinghaarkapper in diens neem nie behalwe ingevolge 'n leerkontrak wat vir twee jaar geld in die kategorie swart of algemene haarkappery en vir drie jaar in die kategorie oop haarkappery en wat—

9.4.1 nie geldig is nie, tensy dit op skrif gestel is en deur die werkewer en die werknemer persoonlik onderteken is;

9.4.2 ingeval is op die vorm voorgeskryf in Aanhangel "F" hiervan;

9.4.3 binne 14 dae vanaf die datum waarop die betrokke werknemer in diens geneem word, afgehandel en binne 14 dae vanaf die datum van afhandeling per geregistreerde pos vir registrasie aan die Sekretaris van die Raad gestuur is;

9.4.4 op aansoek na die Raad en om 'n goeie rede, behoudens sodanige voorwaardes en bepalings as wat die Raad goeddunk, deur die Raad verleng kan word.

9.5 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms as leerlinghaarkapper sou gekwalifiseer het as dit nie was vir die feit dat daar geen leerkontrak bestaan soos in klousule 9.4 bedoel nie, is, indien hy ononderbroke vir 'n tydperk van 12 maande in die Haarkapperbedryf werkzaam was, vrygestel van die vereistes van klousule 9.4: Met dien verstande dat as sodanige werknemer nie binne 18 maande vanaf die inwerkingtreding van hierdie Ooreenkoms voldoen aan die vereistes vir 'n sertifikaat om haarkappery in enige haarkapperykategorie te bedryf nie, sodanige werknemer en sy werkewer daarna onverwyld moet voldoen aan die bepalings van klousule 9.4.

9.6 'n Werkewer en/of 'n werknemer en/of 'n voornemende werknemer mag nie 'n premie vereis of aanvaar en 'n werknemer mag nie 'n premie gee of betaal vir die opleiding van enige persoon in toiletdienste nie: Met dien verstande dat niks hierin vervat van toepassing is ten opsigte van 'n opleidingskema of opleidingsheffings waartoe die werkewer wettiglik moet bydra nie.

9.7 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 MTA in the Trade and at the rate of wages laid down in this Agreement.

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

9.9 Part-time employment, save as is provided in clause 9.8, is not permitted.

9.10 The ratio of shampooists to certificated hairdressers shall not at any time exceed—

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

9.11 Should an apprentice pass a qualifying trade test and his contract of apprenticeship be deemed in consequence in terms of the MTA to have been terminated by effluxion of time, such an employee becomes a hairdresser (qualified).

9.12 No employer shall employ a hairdresser without the production to him by that hairdresser of a valid certificate to practise hairdressing.

9.13 The certificate to practise hairdressing of every hairdresser in an establishment shall be prominently displayed therein.

9.14 The registration certificate referred to in clause 5.8 shall be prominently displayed in the establishment to which it relates.

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

9.16 Every employer shall within 14 days after an employee has left his service or after he has engaged an employee, notify the Secretary of the Council, P.O. Box 721, Johannesburg, 2000, thereof in writing. Until an employer has complied herewith he shall remain liable for payment in respect of that employee of any amount specified in clause 17.1 of this Agreement.

9.17 Notwithstanding the provisions of clause 9.10 and from 1 June 1989, no one who is not at that time in employment as a shampooist shall be employed as a shampooist by any employer unless such person has for at least one year in the immediately preceding three years been in continuous employment as a shampooist and that fact is vouched for by the records of the Council. A certificate under the hand of the Secretary for the time being of the Council or his duly authorised deputy stating the length of time during which any person has been in employment as a shampooist according to the records of the Council shall be conclusive proof of the facts stated therein and it shall not be necessary to prove the capacity of the signatory of such certificate.

## 10. COMMISSION AGREEMENTS

10.1 An employer may agree with his employee to pay such employee, in addition to the wage prescribed for such employee in clause 11, commission on the value of work performed and/or sales of toilet requisites by such employee (hereinafter called a "commission agreement").

10.2 No commission agreement entered into after the coming into force of this Agreement shall be valid unless it is in writing and signed personally by the employer and the employee. A commission agreement shall contain the following particulars:

10.2.1 The identity of the parties and the basic wage agreed upon in the event of such basic wage being higher than the prescribed wage;

10.2.2 the rate or rates of commission agreed upon and the condition of entitlement;

10.2.3 the day of the week or month when commission earned is due and payable;

10.2.4 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 11;

9.7 'n Werkgewer mag niemand onder die ouderdom van 16 jaar in diens neem nie en 'n minderjarige mag in geen hoedanigheid hoege-naamnd werk nie, behalwe vir 'n proeftydperk ingevolge die bepalings van die WOM in die Bedryf en teen die loonskaal in hierdie Ooreenkoms neergele.

9.8 Los werknemers mag slegs in diens geneem word om werknemers of werkende werkgewers of vennote wat tydelik afwesig is met siekte- of geleentheidsverlof te vervang.

9.9 Deeltydse indiensneming behalwe soos in klousule 9.8 neergele, word nie toegelaat nie.

9.10 Die verhouding van sjampoeiste tot gesertifiseerde haarkappers mag nooit te eniger tyd die volgende oorskry nie:

Een sjampoeis vir die eerste haarkapper (gekwalifieer) en daarna een sjampoeis vir elke twee haarkappers (gekwalifieer).

9.11 As 'n vakleerling in die kwalifiserende vaktoets slaag en sy vakleerlingkontrak gevoldiglik ingevolge die WOM geag word weens tydsverloop beëindig te wees, word so 'n werknemer 'n haarkapper (gekwalifieer).

9.12 Geen werkgewer mag 'n haarkapper in diens neem nie, tensy die persoon 'n geldige sertifikaat vir die bedryf van haarkappery aan hom voorle.

9.13 Die sertifikaat vir die bedryf van haarkappery van elke haarkapper moet op 'n opvallende plek in die bedryfsinrigting vertoon word.

9.14 Die registrasiersertifikaat in klousule 5.8 bedoel, moet vertoon word op 'n opvallende plek in die bedryfsinrigting waarop dit betrekking het.

9.15 Elke werkgewer moet maandeliks die volle name van alle persone in sy diens, met inbegrip van minderjariges en vakleerlinge, invul op die vorm in Aanhangel "A" hiervan voorgeskryf.

9.16 Elke werkgewer moet binne 14 dae nadat 'n werknemer sy diens verlaat het of nadat hy 'n werknemer in diens geneem het die Sekretaris van die Raad skriftelik by Posbus 721, Johannesburg, 2000, daarvan verwittig. Tot tyd en wyl hy die Sekretaris van die Raad dienooreenkomsdig verwittig het, is 'n werkgewer aanspreeklik vir die betaling aan 'n werknemer van enige bedrag in klousule 17.1 van hierdie Ooreenkoms gespesifieer.

9.17 Ondanks klousule 9.10 en vanaf 1 Junie 1989 mag niemand wat nie op daardie datum in diens is as sjampoeis deur enige werkgewer as sjampoeis in diens geneem word nie, tensy sodanige persoon in die onmiddellik voorafgaande drie jaar minstens een jaar ononderbroke in diens was as sjampoeis en dit bevestig word deur die registers van die Raad. 'n Sertifikaat onderteken deur die Sekretaris van die Raad of sy behoorlik gemagtigde plaasvervanger wat meld hoe-lank 'n persoon volgens die registers van die Raad as sjampoeis in diens was, is voldoende bewys van daardie feite, en dit is nie nodig om die hoedanigheid van die ondertekenaar van sodanige sertifikaat te bewys nie.

## 10. KOMMISSIE-OOREENKOMSTE

10.1 'n Werkgewer kan met sy werknemer ooreenkomen om hom, benewens dieloon vir die werknemer in klousule 11 voorgeskryf, kommissie te betaal op die waarde van die werk verrig en/of op verkoop van toiletbenodigdheide deur sodanige werknemer (hierna "kommissie-ooreenkoms") genoem.

10.2 Geen kommissie-ooreenkoms wat aangegaan word nadat hierdie Ooreenkoms van krag word, is geldig nie, tensy dit op skrif gestel en deur die werkgewer en die werknemer persoonlik onderteken is. 'n Kommissie-ooreenkoms moet die volgende besonderhede bevat:

10.2.1 Die identiteit van die partye en die basieseloon waaroor daar ooreengeskou is ingeval sodanige basieseloon hoër is as die voorgeskreweloon;

10.2.2 die kommissieskaal of -skale waaroor daar ooreengeskou is en die aanspraakvoorraarde;

10.2.3 die dag van die week of maand waarop die kommissie wat verdien is verskuldig en betaalbaar is;

10.2.4 die tydperk van diensopseggeling, wat minstens een week en skriftelik moet wees, wat deur die werkgewer of sy werknemer gegee moet word om die voorwaarde waarkragtens die kommissie betaalbaar is, in te trek, of om onderhandelings aan te knoop vir die wysiging van die voorwaarde. Kommissie wat kragtens hierdie klousule betaalbaar is, moet in die loonboek ingeskryf word op dieselfde wyse as lone wat kragtens klousule 11 betaalbaar is;

<p>10.2.5 such commission agreement shall be signed by the parties thereto before two witnesses.</p> <p>10.3 Every employer shall within three days of being requested so to do—</p> <ul style="list-style-type: none"> <li>10.3.1 by an employee who has entered into a commission agreement with such employer;</li> <li>10.3.2 by the Secretary, or an agent, of the Council; supply any such person so requesting it with a copy thereof.</li> </ul> <p>10.4 A commission agreement may be in the form set out in Annexure "G" hereto, and shall be in substantially similar form.</p>	<p>10.2.5 so 'n kommisie-ooreenkoms moet deur die partye voor twee getuies onderteken word.</p> <p>10.3 'n Werkgewer moet binne drie dae nadat hy versoek word om dit te doen—</p> <ul style="list-style-type: none"> <li>10.3.1 deur 'n werknemer wat 'n kommissie-ooreenkoms met sodanige werkgewer aangegaan het;</li> <li>10.3.2 deur die Sekretaris of 'n agent van die Raad;</li> <li>sodanige persoon wat daarvoor vra, voorsien van 'n afskrif van sodanige kommissie-ooreenkoms.</li> </ul> <p>10.4 'n Kommissie-ooreenkoms kan in die vorm wees soos uiteengesit in Aanhangesel "G" hiervan, en moet in breë trekke soortgelyk wees.</p>
<p><b>11. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS</b></p> <p>11.1 Subject to the provisions of clause 11.6, an employer shall pay wages at not less than, and an employee shall not accept wages at rates lower than the following in the ladies' and gents' and unisex sections:</p> <p>11.1.1 Hairdresser (qualified):</p> <ul style="list-style-type: none"> <li>(i) Hairdresser (qualified) with a merit certificate referred to in clause 11.2: R121,25 per week or R525 per month; thereafter, R145,35 per week or R625 per month;</li> <li>(ii) hairdresser (qualified): First year after qualifying, R98,15 per week or R425 per month; thereafter, R121,25 per week or R525 per month;</li> <li>(iii) casual employee: R40 per day (see definition of "casual employee" in clause 3.1.7).</li> </ul> <p>11.1.2 Hairdresser licensed to practice hairdressing:</p> <ul style="list-style-type: none"> <li>(i) Open hairdressing: First year after qualifying, R98,15 per week, or R425 per month; thereafter, R121,25 per week or R525 per month;</li> <li>(ii) black or general hairdressing: First year after qualifying, R93,02 per week or R400 per month; thereafter, R98,84 per week or R425 per month.</li> </ul> <p>11.1.3 Trainee hairdresser:</p> <ul style="list-style-type: none"> <li>(i) During the first year under a training contract, R51,16 per week or R220 per month;</li> <li>(ii) during the second year under a training contract, R61,63 per week or R265 per month;</li> <li>(iii) during the third year under a training contract, R76,74 per week or R330 per month;</li> <li>(iv) within the meaning of clause 9.5, the amount per week or month specified in (i) or (iii) above, depending on the experience of such trainee hairdresser (see definition of "experience" in clause 3.1.13.1).</li> </ul> <p>11.1.4 Manicurist and/or beauty culturist:</p> <ul style="list-style-type: none"> <li>(i) During first three months of experience, R38,37 per week or R165 per month;</li> <li>(ii) during the second three months of experience, R45,35 per week or R195 per month;</li> <li>(iii) during the third three months of experience, R53,49 per week or R230 per month;</li> <li>(iv) thereafter, R98,84 per week or R425 per month (see definition of "experience" in clause 3.1.13.2).</li> </ul> <p>11.1.5 Receptionist and/or telephonist: R93,02 per week or R400 per month.</p> <p>11.1.6 Shampooist:</p> <ul style="list-style-type: none"> <li>(i) During the first year of experience, R48,65 per week or R200 per month;</li> <li>(ii) thereafter, R68,10 per week or R280 per month.</li> </ul> <p>11.1.7 General assistant: R46,51 per week or R200 per month.</p>	<p><b>11. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS</b></p> <p>11.1 Behoudens klousule 11.6 mag geen werkgewer lone betaal en mag geen werknemer lone aanvaar wat laer is as die volgende in die dames-, mans- en unisex-seksies nie:</p> <p>11.1.1 Haarkapper (gekwalfiseer):</p> <ul style="list-style-type: none"> <li>(i) Haarkapper (gekwalfiseer) met 'n merietesertikaat in klousule 11.2 bedoel: R121,25 per week of R525 per maand; daarna, R145,35 per week of R625 per maand;</li> <li>(ii) haarkapper (gekwalfiseer) Eerste jaar na kwalifisering, R98,15 per week of R450 per maand; daarna, R121,25 per week of R525 per maand;</li> <li>(iii) los werknemer: R40 per dag (sien omskrywing van "los werknemer" in klousule 3.1.7).</li> </ul> <p>11.1.2 Haarkapper gelisensieer om haarkappery te bedryf:</p> <ul style="list-style-type: none"> <li>(i) Oop haarkappery: Eerste jaar na kwalifisering: R98,15 per week of R425 per maand; daarna, R121,25 per week of R525 per maand;</li> <li>(ii) swart of algemene haarkappery: Eerste jaar na kwalifisering: R93,02 per week of R400 per maand; daarna, R98,84 per week of R425 per maand;</li> </ul> <p>11.1.3 Leerlinghaarkapper:</p> <ul style="list-style-type: none"> <li>(i) Gedurende die eerste jaar onder 'n leerkontrak: R51,16 per week of R220 per maand;</li> <li>(ii) gedurende die tweede jaar onder 'n leerkontrak: R61,63 per week of R265 per maand;</li> <li>(iii) gedurende die derde jaar onder 'n leerkontrak: R76,74 per week of R330 per maand;</li> <li>(iv) binne die strekking van klousule 9.5, die bedrag per week of per maand gespesifieer in (i) tot (iii) hierbo, na gelang van die ondervinding van sodanige leerlinghaarkapper (sien omskrywing van "ondervinding" in klousule 3.1.13.1).</li> </ul> <p>11.1.4 Manikuris en/of skoonheidskundige:</p> <ul style="list-style-type: none"> <li>(i) Gedurende die eerste drie maande ondervinding: R38,37 per week of R165 per maand;</li> <li>(ii) gedurende die tweede drie maande ondervinding: R45,35 per week of R195 per maand;</li> <li>(iii) gedurende die derde drie maande ondervinding: R53,49 per week of R230 per maand;</li> <li>(iv) daarna, R98,84 per week of R425 per maand (sien omskrywing van "ondervinding" in klousule 3.1.13.2).</li> </ul> <p>11.1.5 Ontvangsdame en/of telefoniste: R93,02 per week of R400 per maand.</p> <p>11.1.6 Sjampoeis:</p> <ul style="list-style-type: none"> <li>(i) Gedurende die eerste jaar ondervinding: R48,65 per week of R200 per maand;</li> <li>(ii) daarna, R68,10 per week of R280 per maand.</li> </ul> <p>11.1.7 Algemene assistent: R46,51 per week, of R200 per maand.</p>

**11.1.8 Part-time employee:**

60 per cent of the amount specified for the category in which employed.

**11.1.9 Minors engaged during their probationary period of employment without a contract of apprenticeship:** The wage prescribed for a first-year apprentice.

**11.2** For the purposes of clause 11.1.1, "merit certificate" means a certificate contemplated by clause 3.1.18.2 or 3.1.18.5.

**11.3** Nothing contained in clause 11.1 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.

**11.4** The provisions of clause 11.3 shall also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by the same employer.

**11.5** 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.

**11.6** No deduction of any description other than the following may be made from the amount due to an employee:

**11.6.1** Where an employee absents himself from work otherwise than as contemplated in clauses 14.5 or 15 or at the request of his employer, a *pro rata* amount for the period of such absence;

**11.6.2** contributions to Council funds in terms of clause 17.1 of this Agreement;

**11.6.3** subscriptions and levies to the East London Branch of the South African Hairdressers Employees' Industrial Union in terms of clause 17.4 of this Agreement;

**11.6.4** 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.

**11.7** Wages due in terms of clause 11.1 to 11.4, 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.

**11.8** 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.

**11.9** Without prejudice to clause 9.1 and 9.2, any person employed by an employer as a hairdresser in contravention of this Agreement shall be paid by that employer the wages to which a hairdresser (qualified) is entitled and such employee shall be deemed to be a hairdresser (qualified).

**11.10** In the case of weekly-paid employees, the weekly wage shall be calculated at the rate of three thirteenths of the monthly wage specified in clause 11.1.

## 12. HOURS OF WORK

**12.1** The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 45 hours per week, all of which shall fall between Monday and Saturday.

**12.2** No employer shall require or permit an employee to commence work before or to terminate work after the permitted trading hours.

**11.1.8 Deeltydse werknemer:**

60 persent van die bedrag gespesifieer vir die kategorie waarin die werknemer werksaam is.

**11.1.9 Minderjariges wat werk gedurende hul proefydyper sonder 'n vakleerlingkontrak:** Die loon voorgeskryf vir 'n vakleerling in sy eerste jaar.

**11.2** Vir die toepassing van klousule 11.1.1 beteken "meriete sertikaat" 'n sertikaat soos beoog in klousule 3.1.18.2 of 3.1.18.5.

**11.3** Niks in klousule 11.1 vervat mag die uitwerking hê dat dit die loon wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang, verminder vir solank die werknemer by dieselfde werkgever in diens bly nie.

**11.4** Klousule 11.3 is ook van toepassing op 'n werknemer wie se dienste deur 'n werkgever na die datum van inwerkingtreding van hierdie Ooreenkoms beëindig word en wat weer deur sodanige werkgever in diens geneem word.

**11.5** Lone moet, na gelang van die geval, weekliks of maandeliks in kontant betaal word, tensy die werknemer se dienskontrak voor die gebruikelike betaaldag beëindig word, in welke geval die loon onmiddellik by sodanige beëindiging betaal moet word. Die verskuldigde loon moet in 'n verseë尔de koevert geplaas word waarop geskryf moet staan die volle naam van die werknemer, die tydperk waarvoor die besondere bedrag betaal word, alle bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die koevert ingesluit is. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by beëindiging van elke dienskontrak aan hom betaal word.

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

**11.6.1** Wanneer 'n werknemer behalwe soos beoog in klousules 14.5 of 15 of op versoek van sy werkgever van sy werk af wegby, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;

**11.6.2** bydraes tot fondse van die Raad ingevolge klousule 17.1 van hierdie Ooreenkoms;

**11.6.3** ledegeld en heffings aan die Oos-Londense Takkie van die South African Hairdressers Employees' Industrial Union ingevolge klousule 17.4 van hierdie Ooreenkoms;

**11.6.4** bydraes wat 'n werkgever ingevolge 'n wet moet maak of 'n ander bedrag wat 'n werkgever regtens of op bevel van 'n hof metregsbevoegdheid moet of mag af trek.

**11.7** Lone ingevolge klousule 11.1 tot 11.4 en alle ander besoldiging verskuldig aan 'n werknemer wat volgens 'n weeklikse dienskontrak werk, 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 moet geskied. As 'n werknemer volgens 'n maandeliks dienskontrak werk, moet die besoldiging wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand voor of om 17h30 aan hom betaal word, of voor of om 12h00 ingeval die laaste dag 'n Saterdag is: Voorts met dien verstande dat as sodanige dag van daardie bepaalde maand nie 'n besigheidsdag is nie, dieloon betaal moet word op die besigheidsdag wat sodanige dag onmiddellik voorafgaan, of as sodanige dag 'n Saterdag is, dan voor of om 12h00 op daardie dag.

**11.8** 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.

**11.9** Behoudens klousule 9.1 en 9.2 moet iemand wat deur 'n werkgever instryd met hierdie Ooreenkoms as haarkapper in diens geneem word deur sodanige werkgever die loon betaal word waarop 'n haarkapper (gekwalfiseer) geregtig is, en sodanige werknemer moet geag word 'n haarkapper (gekwalfiseer) te wees.

**11.10** In die geval van weeklikse besoldiging werknemers moet die weeklikse besoldiging bereken word teen drie dertiendes van die maandeliks loon in klousule 11.1 gespesifieer.

## 12. WERKURE

**12.1** Die gewone werkure vir alle werknemers in diens in die Haarkappersbedryf is hoogstens 45 uur per week wat almal tussen Maandag en Saterdag moet val.

**12.2** Geen werkgever mag van 'n werknemer vereis of hom toelaat om met sy werk te begin voor, of daarnee op te hou na die veroorloofde handelsure nie.

12.3 All hours of work of an employee shall be consecutive except for meal intervals.

12.4 An employee shall not be permitted or required to work in excess of 45 hours per week or for more than 9 hours per day.

12.5 No employee shall undertake or perform any hairdressing work outside the hours laid down in clause 12.1, read with clause 12.4.

12.6 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: Provided that no employee shall be required or permitted 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: Provided further that in lieu of the granting of meal intervals and employer and his employee may agree that the employee shall be granted a day off per week, and if the off-day falls on a public holiday the employee shall forfeit the off-day, and if the off-day does not fall on a public holiday the employer shall forfeit the off-day.

12.7 No working employer engaged in the Hairdressing Trade shall render toilet services to the public before or after the permitted trading hours on any day.

12.8 Included in the hours of work of an employee who is a trainee hairdresser shall be any time away from work for the purposes of—

12.8.1 attendance required by the Council at a training institution approved by the Council;

12.8.2 attendance at any examination directed by the Council, if such attendance falls on a day other than a Sunday or public holiday.

### 13. ATTENDANCE REGISTER

13.1 Every employer shall provide in his establishment one or more attendance registers, in the form prescribed in Annexure "H" to this Agreement, in which provision is made for the entries which an employee is, in terms of clause 13.3, required to make.

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

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

13.3.1 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 that 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 (i) to (iv) inclusive hereof;

13.3.2 make the necessary entries in respect of (i) and (ii) above before commencing work for the day.

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

13.5 Every entry in an attendance register shall be made in ink or ball point pen but not in pencil.

### 14. ANNUAL LEAVE AND PUBLIC HOLIDAYS

14.1 Every employee, except a casual employee, shall be entitled to and be granted and shall take leave on full pay on all public holidays referred to in clause 14.16.

14.2 Every employee, except a casual employee, 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.

12.3 Alle werkure van 'n werknemer, behalwe etenspouses, moet agtereenvolgend wees.

12.4 'n Werknemer mag nie toegelaat word, en daar mag nie van hom vereis word, om meer as 45 uur per week of meer as 9 uur per dag te werk nie.

12.5 Geen werknemer mag haarkapperwerk onderneem of verrig buite die ure wat in klousule 12.1, gelees met klousule 12.4, negele is nie.

12.6 Alle werknemers moet 'n pouse van minstens een uur vir 'n maaltyd tussen die ure 12h00 en 14h00 op alle werkdae toegestaan word: 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 moet werktye wat deur 'n pouse van minder as een uur onderbreek word as aaneenlopend beskou word: Voorts dien verstande dat in plaas van die toestaan van pouses vir maaltye 'n werkgewer en sy werknemer kan ooreenkome dat die werknemer 'n diensvrye dag per week toegestaan word, en indien die diensvrye dag op 'n openbare vakansiedag val, moet die werknemer die dag verbeur, en indien dié diensvrye dag nie op 'n openbare vakansiedag val nie, moet die werkgewer dié dag verbeur.

12.7 Geen werkende werkgewer in die Haarkappersbedryf mag toiletdienste voor of na die veroorloofde handelsure op enige dag aan die publiek lewer nie.

12.8 Ingeluit in die werkure van 'n werknemer wat 'n leerlinghaar-kapper is, is alle tyd wat hy van die werk weg is vir die volgende doeleindes:

12.8.1 Bywoning van klasse deur die Raad vereis by 'n opleidings-inrigting wat deur die Raad goedgekeur is;

12.8.2 bywoning van 'n eksamen wat deur die Raad voorgeskryf is indien sodanige bywoning op 'n ander dag as 'n Sondag of 'n openbare vakansiedag val.

### 13. BYWONINGSREGISTER

13.1 Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters beskikbaar stel, in die vorm in Aanhangsel "H" van hierdie Ooreenkoms voorgeskryf, waarin daar plek is vir die inskrywings wat 'n werknemer ingevolge klousule 13.3 moet maak.

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

13.3 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—

13.3.1 die volgende gegewens in sodanige bywoningsregister aanbring:

- (i) Sy handtekening;
- (ii) hoe laat hy begin werk het;
- (iii) die begin- en ophouyt van elke etenspouse of ander pouse, wat nie as gewone werkure gereken kan word nie;
- (iv) hoe laat hy op die 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 (i) tot en met (iv) hiervan moet maak en onderteken;

13.3.2 die vereiste inskrywings ten opsigte van (i) en (ii) hierboven maak voordat hy met sy werk vir die dag begin.

13.4 'n Werkgewer moet so 'n bywoningsregister bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin.

13.5 Alle inskrywings in 'n bywoningsregister moet met ink of rolpen gemaak word, en nie in potlood nie.

### 14. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

14.1 Alle werknemers, uitgesonderd los werknemers, is geregtig op verlof met volle besoldiging op alle openbare vakansiedae in klousule 14.16 bedoel, en dit moet aan hom toegestaan word en hy moet dit neem.

14.2 Alle werknemers, uitgesonderd los werknemers, 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 bepalings hiervan val moet sodanige vakansiedag by gemelde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

14.3 Any employee who has been employed with the same employer for a continuous period of more than four years shall be entitled, on 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. 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 hereof.

14.4 Annual leave in terms of clause 14.2 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.

14.5 When an employee has completed a year's service with the same employer, he shall thereupon be required to take leave in terms of clause 14.2 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.

14.6 Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay 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.

14.7 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.

14.8 Notwithstanding anything to the contrary herein contained, where an employee does not complete a year's service in the Trade after the expiration 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.

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

14.10 All moneys held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.

14.11 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.

14.12 For the purposes of clause 14.11, 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, 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 14.6, his next year of service shall be deemed to commence from the date of his re-employment in the Trade.

14.3 'n Werknemer wat langer as vier jaar ononderbroke by diezelfde werkgever 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 werkgever as die werknemer anders daaroor oorengerek het. 'n 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 voltooiing van die tydperk van vyf jaar weer deur dieselfde werkgever in diens geneem word, is geregtig op die 24 dae verlof waarvoor daar hierkragtens voorsiening gemaak word.

14.4 Jaarlike verlof ingevolge klosule 14.2 moet geneem word op 'n tydstip wat minstens ses maande voor dat sodanige verlof verskuldig word 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 verskuldig word.

14.5 Wanneer 'n werknemer 'n jaar diens by dieselfde werkgever voltooi het, moet hy ingevolge klosule 14.2 sy verlof neem en moet sy werkgever hom ingevolge hierdie bepaling die verlof toestaan binne ses maande vanaf die datum waarop dit verskuldig word en moet hy die werknemer die verskuldigde verlofbesoldiging betaal onmiddellik voordat hy met verlof gaan.

14.6 Indien genoemde werkgever of werknemer die diens beëindig nadat die werknemer vir verlof gekwalifiseer het, moet die werkgever die werknemer die verskuldigde verlofbesoldiging op die werknemer se laaste werkdag betaal. Verlofbesoldiging wat vir 'n tydperk van minder as een volle jaar diens verskuldig is, moet betaal word teen een sewentiente van die weekloon wat die werknemer ontvang het toe sy diens beëindig is. Sodanige verlofbesoldiging moet ewen- eens op die werknemer se laaste werkdag aan hom betaal word.

14.7 Verlofbesoldiging wat aan die Raad betaal word, moet onmiddellik aan die betrokke werknemer betaal word. Indien die werknemer nie opgespoor kan word nie, moet die verlofbesoldiging aan die Raad betaal word, en die werknemer kan dit opeis te eniger tyd binne twee jaar vanaf die datum waarop die werknemer geregtig was om die bedrag te ontvang. Indien die verlofbesoldiging nie binne hierdie tydperk opgeëis word nie, val dit aan die algemene fondse van die Raad toe: Met dien verstande egter dat die Raad 'n eis deur sodanige werknemer na 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 die werknemer ontvang is.

14.8 Ondanks andersluidende bepalings hierin vervat, moet die geld wat in die kredit 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*-verlofbesoldiging ten opsigte van die 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, moet sy volgende jaar diens geag word te begin vanaf die datum waarop hy daarna diens in die Bedryf aanvaar.

14.9 Ingeval 'n werknemer te sterwe kom, moet alle verlofbesoldiging in sy kredit in sy boedel inbetaal word.

14.10 Alle geld waaroor die Raad ingevolge hierdie klosule beskik, moet in die Raad se fondse inbetaal word en daaroor moet ooreenkoms hierdie klosule gehandel word.

14.11 As 'n werknemer se diens beëindig word voor voltooiing van 'n jaar diens maar na voltooiing van een maand diens, is die werknemer vir elke voltooide week diens in die onvoltooide jaar geregtig op een sewentiente van die weekloon wat hy ontvang het toe sy diens beëindig is.

14.12 Vir die toepassing van klosule 14.11 moet 'n werknemer se jaar diens waarvoor hy op jaarlike verlof geregtig is, plus alle openbare vakansiedae met volle besoldiging wat binne daardie tydperk val, altesaam 12 maande diens in die Bedryf wees, bereken vanaf die datum van sy eerste indiensneming in genoemde Bedryf of vanaf die datum waarop hy laas op jaarlike verlof geregtig geword het, of vanaf die datum waarop hy laas *pro rata*-verlofbesoldiging in die Bedryf ontvang het sonder dat hy enige verlof geneem het, naalklik die jongste datum: Met dien verstande dat as 'n werknemer werkloos was op die datum waarop hy laas *pro rata*-verlofbesoldiging ontvang het sonder dat hy enige verlof ingevolge klosule 14.6 geneem het, sy volgende jaar diens geag moet word te begin vanaf die datum van sy herindiensneming in die Bedryf.

<p>14.13 Any period during which an employee—</p> <ul style="list-style-type: none"> <li>14.13.1 is on leave in terms of clause 14.2; or</li> <li>14.13.2 is absent from work owing to illness; or</li> <li>14.13.3 is absent from work on the instructions or at the request of the employer; or</li> <li>14.13.4 is doing military service in pursuance of the Defence Act, 1957;</li> </ul> <p>amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in clause 14.13.1, 14.13.2 and 14.13.3, plus up to four months of any period of military service referred to in clause 14.13.4 done in that year, shall, for the purposes of clause 14.2 and 14.4, be deemed to be employment.</p> <p>14.14 An employer shall not require or permit an employee to work in the Trade, whether for remuneration or not, and an employee shall not work in the Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of clause 14.2.</p> <p>14.15 Leave on absence of 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.</p> <p>14.16 For the purposes of clause 12.8.2 and/or of this clause, “public holiday” means any day referred to in the First Schedule to the Public Holidays Act, 1952 (Act No. 5 of 1952), or declared as such in terms of section 2 of that Act.</p>	<p>14.13 Enige tydperk waarin 'n werknemer—</p> <ul style="list-style-type: none"> <li>14.13.1 ingevolge klosule 14.12 met verlof is; of</li> <li>14.13.2 weens siekte van sy werk afwesig is; of</li> <li>14.13.3 van sy werk afwesig is op las of op versoek van die werkewer; of</li> <li>14.13.4 militêre diens kragtens die Verdedigingswet, 1957, verrig;</li> </ul> <p>wat in 'n jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke in klosule 14.13.1, 14.13.2 en 14.13.3 bedoel, plus tot vier maande van 'n tydperk van militêre diens in klosule 14.13.4 bedoel wat gedurende daardie jaar verrig is, moet, vir die toepassing van klosule 14.2 en 14.4, geag word diens te wees.</p> <p>14.14 'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om in die Bedryf te werk, hetso dit vir besoldiging is of nie, en 'n werknemer mag nie in die Bedryf werk, hetso dit vir besoldiging is of nie, gedurende die jaarlike verloftydperk wat ingevolge klosule 14.2 aan sodanige werknemer toegestaan word nie.</p> <p>14.15 Afwesigheidsverlof met volle besoldiging mag nie met diensopseggeling, siekterverlof of 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957, saamval nie.</p> <p>14.16 Vir die toepassing van klosule 12.8.2 en/of van hierdie klosule beteken “openbare vakansiedag” enige dag genoem in die Eerste Skedule van die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952), of as sodanig verklaar kragtens artikel 2 van daardie Wet.</p>
<b>15. SICK LEAVE</b>	
<p>15.1 Subject to clause 15.2, an employer shall grant to this employee, (other than a casual employee), who is absent from work through incapacity, not less than 36 work-days' sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any such period of absence not less than the wage he would have received had he worked during such period: Provided that in the first 36 consecutive months of employment shall not be entitled to sick leave on full pay at a rate of more one work-day in respect of each completed month of employment.</p> <p>15.2 An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—</p> <ul style="list-style-type: none"> <li>15.2.1 for more than three consecutive work-days; or</li> <li>15.2.2 on the work-day immediately prior to or after any public holiday;</li> </ul> <p>require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provide that when an employee has received payment in terms of this clause without submitting such a certificate on two or more occasions during any period not exceeding eight weeks, during the period of eight weeks immediately after the previous such occasion his employer may demand that he submit such a certificate for any absence.</p> <p>15.3 Where, during the first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.</p> <p>15.4 For the purposes of this clause—</p> <ul style="list-style-type: none"> <li>15.4.1 “employment” shall be deemed to include—</li> <li>15.4.1.1 any period during which an employee is absent— <ul style="list-style-type: none"> <li>(i) on leave in terms of clause 14;</li> <li>(ii) on the instructions or at the request of his employer;</li> <li>(iii) on sick leave in terms of clause 15.1, amounting in the aggregate, in any year, to not more than 10 weeks;</li> </ul> </li> </ul>	<p>15.1 Behoudens klosule 15.2, moet 'n werkewer aan sy werknemer (uitgesonderd 'n los werknemer), wat weens ongesiktheid van die werk afwesig is, siekterverlof verleen van altesaam minstens 36 werkdae gedurende elke siklus van 36 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van sodanige afwesigheid minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens nie op meer siekterverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens.</p> <p>15.2 'n Werkewer kan, as 'n opskortende voorwaarde vir die betaling deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klosule eis ten opsigte van enige afwesigheid van sy werk—</p> <ul style="list-style-type: none"> <li>15.2.1 vir langer as drie agtereenvolgende werkdae; of</li> <li>15.2.2 op die werkdag onmiddellik voor of die werkdag onmiddellik na enige openbare vakansiedag;</li> </ul> <p>van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyen onderteken is en waarin die aard en duur van die werknemer se ongesiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klosule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleenthed van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.</p> <p>15.3 Wanneer 'n werknemer gedurende die eerste siklus van 36 maande diens by dieselfde werkewer weens ongesiktheid vir 'n langer tydperk afwesig is as die siekterverlof wat hom ten tyde van sodanige ongesiktheid toekom, is hy geregtig op betaling vir slegs die siekterverlof wat hom dan toekom; maar sy werkewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde diensijsklosus of by diensijsbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongesiktheid uitbetaal vir sover die siekterverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.</p> <p>15.4 By die toepassing van hierdie klosule—</p> <ul style="list-style-type: none"> <li>15.4.1 word die uitdrukking “diens” geag te omvat— <ul style="list-style-type: none"> <li>15.4.1.1 enige tydperk wat 'n werknemer afwesig is— <ul style="list-style-type: none"> <li>(i) met verlof ingevolge klosule 14;</li> <li>(ii) op las of versoek van sy werkewer;</li> <li>(iii) met siekterverlof ingevolge klosule 15.1, en wat in enige jaar altesaam hoogstens 10 weke beloop;</li> </ul> </li> </ul> </li> </ul>

(iv) undergoing military training or doing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one absence for military training or service;

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

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

15.5 This clause is not applicable to—

15.5.1 an employee at whose written request the employer contributes at least the same as he himself contributes to a fund or organisation appointed by the employee and which, in case of incapacity in the circumstances set out in this clause, guarantees him the payment in total of at least the equivalent of his wage for 36 working days in each cycle of 36 months' service, except that during the first 36 months the guaranteed payment of contributions by the employer may be reduced to 40 per cent of the total contributions;

15.5.2 any period of incapacity of an employee provided for in this clause, in respect of which the employer is obliged in terms of another law to pay the employee not less than his full wage.

## 16. TERMINATION OF SERVICE

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

16.1.1 in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

16.1.2 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—

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

16.1.4 any written agreement between an employer and his employee which provided for a period of notice of equal duration on both sides and for longer than that prescribed in clause 16.1;

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

16.2 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—

16.2.1 the employer is notified within three working days of the commencement of such illness;

16.2.2 a medical certificate for the period of absence is produced on the employee's return to work; and

16.2.3 such period of absence from work does not exceed 30 days.

16.3 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 render military service in pursuance of the Defence Act, 1957.

(iv) is vir militêre opleiding of diens ingevolge die Verdedigingswet 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk as diens te eis nie;

15.4.1.2 enige tydperk van diens by dieselfde werkewer onmiddellik voordat hierdie Ooreenkoms bindend geword het, en by die toepassing van hierdie klosule word dié tydperk geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekterlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Ooreenkoms verleen te wees;

15.4.2 beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waaroor skadelosstelling kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

15.5 Hierdie klosule is nie van toepassing nie—

15.5.1 op 'n werknemer op wie se skriftelike versoek 'n werkewer bydrae wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in die geval van sy ongeskiktheid in die omstandigheid in hierdie klosule vermeld, altesaam minstens die ekwivalent van sy loon vir 36 werkdae in elke siklus van 36 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde betaling van bydraes deur die werkewer gedurende die eerste 36 maande afgebring kan word tot 40 persent van die totale bydrae;

15.5.2 indien daar by 'n ander wet van 'n werkewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waaroor hierdie klosule voorsiening maak.

## 16. DIENSBEËINDIGING

16.1 'n Werkewer of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet gedurende die eerste vier weke diens minstens een werkdag en daarna minstens een week kennis gee; of 'n werkewer of 'n werknemer kan te eniger tyd die kontrak sonder kennisgiving opsé deur, in plaas van kennis te gee, minstens die volgende aan die werknemer te betaal of aan die werkewer te betaal of te verbeur, na gelang van die geval:

16.1.1 In die geval van een werkdag diensopsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

16.1.2 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 mag raak nie, naamlik—

16.1.3 die reg van 'n werkewer of 'n werknemer om die kontrak om 'n regsgeldige rede sonder diensopsegging te beëindig;

16.1.4 'n skriftelike ooreenkoms tussen 'n werkewer en sy werknemer wat voorsiening maak vir 'n tydperk van diensopsegging van gelyke duur aan albei kante en wat langer is as die wat in klosule 16.1 voorgeskryf word;

16.1.5 die werking van verbeurings of boetes wat regtens van toepassing is ten opsigte van 'n werknemer wat dros.

16.2 'n Werkewer mag nie die dienste van 'n werknemer beëindig gedurende die werknemer se afwesigheid van sy werk weens siekte waaroor hy nie self verantwoordelik is nie: Met dien verstande dat—

16.2.1 die werkewer binne drie werkdae vanaf die begin van sodanige siekte daarvan in kennis gestel word;

16.2.2 'n doktersertifikaat vir die tydperk van afwesigheid ingediend word wanneer die werknemer sy werk hervat; en

16.2.3 die tydperk van afwesigheid hoogstens 30 dae duur.

16.3 Die diensopseggingstermyn in hierdie klosule 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 verrig.

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

17.1 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:

17.1.1 Hairdressers (qualified) with merit certificate, hairdressers (qualified), hairdressers certificated to practise any category of hairdressing, manucurists and/or beauty culturists and receptionists and/or telephonists: R2 per month;

17.1.2 first-year apprentices, first-year trainee hairdressers, manicurists and/or beauty culturists in the first three months of experience, shampooists and general assistants: R1 per month;

17.1.3 second- and third-year apprentices, second- and third-year trainee hairdressers, and manicurists and/or beauty culturists in the second three months of experience: R1,50 per month;

17.1.4 casual employee: 50 cents in respect of each week during which he was employed by that employer.

17.2 To the total amount so deducted pursuant to clause 17.1 the employer shall add a like amount and shall remit, month by month, the total sum under clause 17.1 and 17.2 to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

17.3 Employers who are required to make deductions and add an amount in terms of clause 17.2 which in the aggregate totals less than R10, shall nevertheless remit an amount of R10, month by month, to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

17.4 Every employer who is a member of the employers' organisation shall deduct from the monthly or weekly wage of this 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 not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement.

17.5 Every employer who is a member of the employers' organisation shall remit the monthly subscription, educational levies or any other levies payable to that organisation to the Secretary of the Council not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.

17.6 All moneys required by this Agreement to be sent to the Secretary of the Council, shall be sent by prepaid post to P.O. Box 721, Johannesburg, 2000. In the case of postal remittances, the General Post Office shall be deemed to be the agent of the sender.

17.7 The onus shall be on any person obliged by the terms of this Agreement to remit any money to the Council or the Secretary to prove its receipt by the Council.

17.8 If any amount which falls due in terms of clause 17 and/or in terms of any other provision of this Agreement, is not received in full by the Council by the seventh day of the month following the month for which the amount is payable, then the employer shall be liable to pay a penalty calculated at 10 per cent of the amount which remains unpaid.

17.9 All such sums as are collected by the Council in respect of a training institution, and certificate fees for the certifying of hairdressers, shall be part of the funds of the Council and shall be applied by it towards meeting the expenses of the Council.

17.10 In the case of weekly-paid employees, the weekly contributions shall be calculated at the rate of three thirteenths of any monthly contribution specified in clause 17.1.

**18. PROHIBITION ON OUTWORK**

18.1 An employee shall not whilst such employee is in the employ of an employer engaged in the Hairdressing Trade—

18.1.1 perform any act as a hairdresser other than in the course and within the scope of his employment as such; or

18.1.2 on his own account or in partnership or on behalf of any other person for the acquisition of gain dispose of any toilet requisites other than in the course and within the scope of his employment as such with his employer in the establishment in which he is employed.

**17. UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE WERKGEWERSORGANISASIE EN DIE VAKVERENIGING**

17.1 Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer die volgende bedrae van die verdienste van elkeen van sy werknemers aftrek:

17.1.1 Haarkappers (gekwalifiseer) met merietesertifikaat, haarkappers (gekwalifiseer), haarkappers wat sertifiseer is om haarkappery in enige kategorie te bedryf, manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste: R2 per maand;

17.1.2 vakleerlinge in hul eerste jaar, leerlinghaarkappers in hul eerste jaar, manikuriste en/of skoonheidskundiges in die eerste drie maande ondervinding, sjampoeiste en algemene assistente: R1 per maand;

17.1.3 vakleerlinge in hul tweede en derde jaar, leerlinghaarkappers in hul tweede en derde jaar, en manikuriste en/of skoonheidskundiges in die tweede en derde drie maande ondervinding: R1,50 per maand;

17.1.4 los werkneemers: 50 sent ten opsigte van elke week waarin hy by die werkgewer in diens was.

17.2 By die totale bedrag aldus afgetrek ingevolge klosule 17.1 moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag bepaal in klosule 17.1 en 17.2 maand vir maand voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangsel "A" van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

17.3 Werkgewers wat ingevolge klosule 17.2 aftrekkings moet maak en 'n bedrag moet byvoeg wat altesaam minder is as R10, moet nogtans 'n bedrag van R10 maand vir maand voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangsel "A" van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

17.4 Elke werkgewer wat lid van die werkgewersorganisasie is, moet van die maand- of weekloon van sy werknemers, uitgesonderd vakleerlinge en minderjariges, wat lede van die vakvereniging is, die bedrag van die ledegeld en heffings betaalbaar aan die vakvereniging aftrek en dit maand vir maand voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangsel "A" van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

17.5 Elke werkgewer wat lid van die werkgewersorganisasie is, moet die maandelikse ledegeld, onderwys- of ander heffings betaalbaar aan sodanige organisasie voor of op die sewende dag van elke maand in die vorm voorgeskryf in Aanhangsel "A" van hierdie Ooreenkoms aan die Sekretaris van die Raad stuur.

17.6 Alle geld wat ooreenkombig hierdie Ooreenkoms aan die Sekretaris van die Raad gestuur moet word, moet per vooruitbetaalde pos aan die Sekretaris van die Raad, Posbus 721, Johannesburg, 2000, gestuur word. In die geval van posbetalings word die Hoofposkantoor geag die agent van die afsender te wees.

17.7 Die onus rus op enige persoon wat ingevolge hierdie Ooreenkoms geld aan die Raad of die Sekretaris van die Raad moet stuur om te bewys dat die Raad die geld ontvang het.

17.8 As 'n bedrag wat ingevolge klosule 17 en/of 'n ander bepaling van hierdie Ooreenkoms betaalbaar is nie op die sewende dag van die maand wat volg op die maand waarvoor die bedrag verskuldig is, ten volle deur die Raad ontvang is nie, is die werkgewer aanspreeklik vir die betaling van 'n boete bereken teen 10 persent van die onbetaalde bedrag.

17.9 Alle sodanige bedrae wat deur die Raad ten opsigte van 'n opleidingsinrigting ingevorder word en sertifikaatfooie vir die sertifisering van haarkappers maak deel uit van die fondse van die Raad en word deur die Raad aangewend vir die bestryding van die Raad se uitgawes.

17.10 In die geval van weekliks besoldigde werknemers moet die weeklikse bydraes bereken word teen drie dertiendes van enige maandelikse bydraes in klosule 17.1 gespesifieer.

**18. VERBOD OP BUIEWERK**

18.1 'n Werkneemers mag nie terwyl hy in diens is van 'n werkgewer in die Haarkappersbedryf—

18.1.1 haarkapperswerk verrig nie, behalwe in die loop en op die gebied van sy diens as sodanig; of

18.1.2 vir eie rekening of in vennootskap met of ten behoeve van enigiemand anders toiletbenodigdhede vir wins verkoop nie, behalwe in die loop en op die gebied van sy diens as sodanig by sy werkgewer in die bedryfsinrigting waarin hy werkzaam is.

## 19. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

19.1 The Council shall be the body responsible for the administration of this Agreement, and it may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof for the guidance of employers and employees.

19.2 The Council may from time to time prescribe any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provisions of this Agreement.

19.3.1 An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

19.3.2 Any appeal pursuant to clause 19.3.1 shall be in writing and lodged with the Secretary of the Council within 21 days of the date on which the decision against which the appeal is noted became known to the employer or employee concerned, or within such further period as the Council may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary or someone designated by him for the purpose.

19.4 Subject to the provisions of the Act, the decision of the Council on any matter shall be final and binding on an employer and an employee, and the Council shall not be obliged to give any reason for any decision.

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

19.6 The Council shall be entitled in its sole and absolute discretion to appropriate any amount—

19.6.1 received from an employer or an employee; or

19.6.2 which an employer or employee is entitled to receive from the Council;

to or towards the payment of any debt or amount owing by such employer or employee to the Council notwithstanding that the said employer or employee has in making the payment allocated it to any other cause.

## 20. EXEMPTIONS

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

20.2 The Council shall fix, in respect of any person granted exemption under the provisions of clause 20.1, 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 the exemption.

20.3 The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of clause 20.1, a licence of exemption, signed by him, setting out—

20.3.1 the full name of the person concerned;

20.3.2 the provisions of the Agreement from which exemption is granted;

20.3.3 the conditions fixed in accordance with the provisions of clause 20.2, subject to which such exemption is granted; and

20.3.4 the period during which the exemption shall operate.

20.4 The Secretary of the Council shall—

20.4.1 retain a copy of each licence issued;

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

## 21. EXHIBITION OF AGREEMENT

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

The Council shall appoint one or more specified persons as agents to assist in the administration of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and examine such books, documents, wage sheets, time sheets and pay tickets and do all such 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. ADMINISTRASIE EN VERTOLKING VAN OOREENKOMS

19.1 Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en hy kan vir die leiding van werkgewers en werknemers voorskrifte uitrek wat nie strydig is met die bepalings van die Ooreenkoms of met enige wetlike uitleg daarvan nie.

19.2 Die Raad kan van tyd tot tyd vorms uitrek wat ingeval moet word deur werkgewers en/of werknemers ten einde nakoming van die bepalings van hiedie Ooreenkoms te vergemaklik.

19.3.1 'n Werkewer en 'n werknemer het die reg om na die Raad te appelleer teen 'n besluit van 'n komitee wat deur die Raad aangestel is.

19.3.2 'n Appèl voortspruitend uit klosule 19.3.1 moet skriftelik opgestel word en binne 21 dae vanaf die datum waarop die besluit waarteen daar geappelleer word aan die betrokke werkewer of werknemer bekend gemaak is of binne sodanige verdere tydperk as wat die Raad toelaat, aan die Sekretaris van die Raad voorgelê word: Met dien verstande dat 'n werkewer of 'n werknemer wat homself nie geredelik op skrif kan uitdruk nie sy appèl skriftelik kan laat opstel deur die Sekretaris of deur iemand wat vir dié doel deur die Sekretaris aangewys is.

19.4 Behoudens die bepalings van die Wet is die besluit van die Raad oor enige saak finaal en bindend vir 'n werkewer en 'n werknemer, en die Raad is nie verplig om 'n rede vir sodanige beslissing te verstrek nie.

19.5 Alle geskille wat in die Bedryf ontstaan, moet vir beslissing kragtens die Bedryf se konstitusie na die Raad verwys word.

19.6 Die Raad kan na goeddunke enige bedrag—

19.6.1 wat ontvang word van 'n werkewer of 'n werknemer;

19.6.2 wat 'n werkewer of 'n werknemer geregtig is om van die Raad te ontvang;

aanwend vir die betaling van enige skuld of bedrag wat deur sodanige werkewer of werknemer aan die Raad verskuldig is, ondanks die feit dat sodanige werkewer of werknemer toe hy die bedrag betaal het dit vir 'n ander saak aangewys het.

## 20. VRYSTELLINGS

20.1 Die Raad kan, om 'n regsgeldige rede vrystelling van enige van die bepalings van hierdie Ooreenkoms ten opsigte van enigmant verleen.

20.2 Die Raad moet ten opsigte van enigmant aan wie vrystelling ingevolge klosule 20.1 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, die vrystellingscertificaat na goeddunke kan intrek.

20.3 Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens klosule 20.1 verleen word, 'n vrystellingscertificaat, deur hom onderteken, uitrek wat die volgende vermeld:

20.3.1 Die naam van die betrokke persoon voluit;

20.3.2 die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

20.3.3 die voorwaardes, vasgestel ooreenkomsdig klosule 20.2, waarop die vrystelling verleen word; en

20.3.4 die tydperk waartydens die vrystelling van krag is.

20.4 Die Sekretaris van die Raad moet—

20.4.1 van elke sertificaat wat uitgereik word 'n afskrif bewaar;

20.4.2 as die vrystelling aan 'n werknemer verleen word, 'n kopie van die sertificaat aan die betrokke werkewer stuur.

## 21. VERTONING VAN OOREENKOMS

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

## 22. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om met die administrasie van die Ooreenkoms te help. Elke werkewer en elke werknemer is verplig om dié persone toe te laat om die persele te betree, die navrae te doen en te voltooi, en die 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.

### 23. MEMBERSHIP

23.1 An employer who is a member of the employers' organisations shall not employ an employee who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement or who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering in to employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned, where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

23.2 No employer (who is a member of the employers' organisation) shall engage an employee without the production of a current membership card of the East London Branch of the South African hairdressers Employees' Industrial Union.

23.3 The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of clause 23.1 shall immediately come into operation;

23.4 The provisions of clause 23.2 shall not apply 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.

### 24. 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.

### 25. PROVISION OF EQUIPMENT

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

Provided that 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 to each employee in any period of 12 months.

### 26. ENFORCEMENT OF THIS AGREEMENT

The Council may, for the purposes of enforcing compliance with this Agreement have recourse to any means allowed by law, whether under the Act or under the constitution of the Council.

### 27. ULTRA VIRES PROVISIONS IN AGREEMENT

Should any provision of this Agreement be inoperative or *ultra vires* the powers of the parties hereto or all off the Minister, before or after publication of this Agreement in the Government Gazette by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement, which shall in that event constitute the Agreement.

### 23. LIDMAATSKAP

23.1 'n Werkewer wat lid is van enige van die werkgewersorganisasies mag nie 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enige van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie; geen lid van enige van die vakverenigings mag in diens bly by 'n werkewer wat nie lid is van enige van die werkgewersorganisasies op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van enige van die werkgewersorganisasies word nie;

23.2 Geen werkewer (wat lid van die werkgewersorganisasie is) mag 'n werknemer in diens neem nie, tensy die werknemer 'n geldende lidmaatskapkaart van die Oos-Londense Tak van die South African Hairdressers Employees' Industrial Union voorlê.

23.3 Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van die aanvang van sy diens in die Bedryf, geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, klousule 23.1 onmiddellik van toepassing word.

23.4 Klousule 23.2 is nie van toepassing nie 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.

### 24. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkewer 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.

### 25. VERSKAFFING VAN UITRUSTING

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

Met dien verstande dat waar die werkewer 'n kleurskema vir die beskermende klere ingevoer het wat by die kleurskema van sy salon pas, hy die beskermende klere moet verskaf, maar dat hy nie meer as twee aan elke werknemer in 'n tydperk van 12 maande hoef te verskaf nie.

### 26. TOEPASSING VAN OOREENKOMS

Die Raad kan vir die doel om nakoming van die Ooreenkoms af te dwing, gebruik maak van enige wettige middel, hetsy kragtens die Wet of ooreenkomsdig die konstitusie van die Raad.

### 27. ULTRA VIRES-BEPALINGS IN OOREENKOMS

Indien enige bepaling in hierdie Ooreenkoms ongeldig of *ultra vires* die magte van die Minister of van die partye hierby is voor of na publikasie van die Ooreenkoms deur die Minister in die Staatskoerant kragtens die Wet, raak dit hoegenaamd nie die res van die Ooreenkoms nie en maak die res van die Ooreenkoms in sodanige geval die Ooreenkoms uit.

**28. LETTER OF APPOINTMENT**

28.1 Every employer shall provide each new employee with a letter of appointment showing the following:

The employee's full name, date of commencement of service, initial job title, basic salary, and normal hours of work.

28.2. A copy of such letter, signed by the employee, shall be retained by the employer and be available for inspection by the employee at all reasonable times.

**29. CERTIFICATE OF SERVICE**

Except where the employment of an employee is terminated by an employer on the grounds of desertion, an employer shall, upon the termination of an employee's employment, issue a certificate of service to such employee reflecting the full names of the employer and employee, the occupation of the employee, the date of commencement and date of termination of employment and the wage rate of the employee at the date of termination.

SIGNED at EAST LONDON on behalf of the parties, this 20th day of JULY 1988.

**G. CUTHILL,**  
Chairman of the Council.

**P. BROWN,**  
Vice-Chairman of the Council.

**J. A. MARTIN,**  
Secretary of the Council.

**28. AANSTELLINGSBRIEF**

28.1 Elke werkgever moet 'n aanstellingsbrief aan elke nuwe werknemer gee waarin die volgende uiteengesit word:

Die werknemer se volle naam, aanvangsdatum van diens, aanvalike werktoewysing, basiese salaris en gewone werkure.

28.2 'n Afskrif van sodanige brief wat deur die werknemer onderteken is, moet deur die werkgever gehou word en te alle redelike tye vir die werknemer toeganklik wees vir inspeksie.

**29. DIENSSERTIFIKAAT**

Behalwe wanneer die diens van 'n werknemer deur 'n werkgever beëindig word as gevolg van drostery, moet 'n werkgever wanneer 'n werknemer se diens beëindig word 'n dienssertifikaat aan sodanige werknemer uitreik wat die volle name van die werkgever en van die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die werknemer se diens en sy loonskaal ten tyde van die diensbeëindiging aandui.

Namens die partye op hede die 20ste dag van Julie 1988 te Oos-Londen onderteken.

**G. CUTHILL,**  
Voorsitter van die Raad.

**P. BROWN,**  
Ondervorsitter van die Raad.

**J. A. MARTIN,**  
Sekretaris van die Raad.

## ANNEXURE A

## INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER

## MONTHLY RETURN BY EMPLOYER

To: The Secretary,  
Industrial Council for the Hairdressing Trade, Border,  
P.O. Box 712,  
Johannesburg, 2000  
Telephone 011-337-7107/8.

## 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 ..... Ph No. ....

Name of employee	Date engaged and previous salon	Sex, qualified, apprentice, etc.	Trade union subscriptions	Industrial Council		Total R
				Employer's contribution	Employee's contribution	
Total						

## AANHANGSEL A

## NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENNS

## MAANDELIKSE OPGawe DEUR WERKGEWER

Aan: Die Sekretaris  
Nywerheidsraad vir die Haarkappersbedryf, Grens, Posbus 712, Johannesburg,  
2000.  
Telefoon (011) 337-7107/8

## Net vir kantoorgebruik

Kwitansie No. ....  
Maand .....  
Beampte .....

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

Opgawe vir die maand ..... 19.....

Naam van salon ..... Adres van salon ..... Posbus ..... Tel. ....

Naam van werknemer	Datum van indiensneming en vorige salon	Geslag, gekwalifiseer, vakleerling, ens.	Vakvereniging se lede-geld	Nywerheidsraad		Totaal R
				Werkgewer se bydrae	Werknemer se bydrae	
Totaal						

## ANNEXURE B

## INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER

## STATEMENT IN TERMS OF CLAUSE 5

In accordance with clause 5 of the Industrial Council Agreement for the Hairdressing Trade, Border, the following particulars in connection with the undermentioned business(es) are supplied:

**ANSWER ALL QUESTIONS, BLANKS ARE NOT ACCEPTABLE, IF THE ANSWER TO A QUESTION IS THE SAME AS A QUESTION ALREADY ANSWERED, YOU NEED ONLY REFER TO THE QUESTION NUMBER WHERE THE INFORMATION IS GIVEN**

## APPLICATION FOR CERTIFICATE OF REGISTRATION OF SALON

	.....	Section	.....	Category
1. Name under which business is carried on:				
2.1 Postal address .....				
2.2 Postal code .....				
3.1 Street address to which business is carried on:				
3.2 Suburb .....	Magisterial District .....			
4.1 Type of business: (Hairdressing salon, Beauty salon, Other):				
4.2 Telephone Number.....				
5.1 Contact name.....				
5.2 Tel. (W)..... (H) .....				
6. Name of proprietor .....				
Legal personality of proprietor (tick the correct classification)				
..... Sole trader .....	..... Partnership .....	..... Company .....	..... Close Corporation (CC)	
6.1 Names and addresses of partners (if a partnership), of directors (if a company) and of every person who holds or is deemed to hold a controlling interest in the company (if a company), and of members (in the case of a CC). (In the case of a company, specify whether a director or a controlling shareholder):				
.....				
.....				
.....				
6.2 Name of bookkeeper:				
Address of bookkeeper .....				
.....				
.....				
Postal code.....				
Tel. (W)..... (H) .....				
7. Tick whether this is:				
7.1 ..... Only a change of name of an existing business.				
7.2 ..... An existing business which has been acquired by a new owner. If so, specify the name under which the business was formerly carried on:				
.....				
and give				
Name of previous owner.....				
Present address of previous owner .....				
.....				
Date on which the business was taken over .....				
7.3 ..... An entirely new business. If so, specify date on which business was commenced:				
.....				
8. Particulars for registration certificate (tick <i>one</i> in each group):				
..... Black .....	..... White .....	..... Multiracial .....	.....	.....
..... Ladies .....	..... Gents .....	.....	.....	..... Unisex

9. Particulars of person in day to day control of the provision of toilet services in the business, if the proprietor is not a qualified hairdresser:

Name .....

Address .....

Tel. (W) ..... (H) .....

10. Does every hairdresser whose name appears on the List of Employees hereafter have a certificate to practice hairdressing? YES/NO.  
If the answer is NO, specify the names of those who do not have a certificate:

11. Specify each address at which business is carried on:

(1) .....

(2) .....

(3) .....

(4) .....

(5) .....

12. Language. Tick one: English Afrikaans

I, the undermentioned employer, do hereby warrant that the salon/s to which this application relates/relate is/are—

- (1) adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- (2) fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;
- (3) constructed of floor and wall material which will permit of their being kept clean;
- (4) fitted with shelves, fittings or other fixtures which are made of glass, marble or slate or finished with enamel, or covered with zinc or other durable material; which can readily be cleaned;
- (5) adequately equipped with such toilet requisites as shall enable it to provide toilet services of a reasonable standard to the public;
- (6) not used for any purpose other than the provision of toilet services unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;
- (7) not used as a training institution other than as provided for in clause 6.3 of the Main Agreement;
- (8) not leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such employer;
- (9) not leased or to be leased or shared or to be shared or occupied or to be occupied by the applicant with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention if the applicant is a partner of any such other person and their interest in the partnership is not equal.

I further undertake that I will at all times comply with clauses 6 and 7 of the Main Agreement.

Signed on behalf of the employer by ..... , who hereby warrants his authority so to sign, this ..... day of ..... , 19.....

*Employer*

#### LIST OF EMPLOYEES

N.B.: PARTICULARS OF EVERY EMPLOYEE OF THE EMPLOYER MUST BE GIVEN HEREUNDER:

#### AANHANGSEL B

#### NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENS

#### VERKLARING INGEVOLGE KLOUSULE 5

Ooreenkomsdig klosule 5 van die Nywerheidsraadooreenkoms vir die Haarkappersbedryf, Grens, word die volgende besonderhede met betrekking tot ondergenoemde ondernemings verstrek:

BEANTWOORD ALLE VRAE. ONINGEVULDSES IS NIE AANVAARBAAR NIE. INDIEN DIE ANTWOORD OP 'N VRAAG DIESELFDE IS AS 'N ANTWOORD WAT ALREEDS VERSTREK IS, MOET SLEGS DIE VRAAGNOMMER WAARIN DIE INLIGTING GEgee IS, AANGEHAAL WORD

#### AANSOEK OM REGISTRASIESERTIFIKAAT VAN SALON

..... Seksie

..... Kategorie

1. Naam waaronder besigheid bedryf word:

.....

- 2.1 Posadres .....

.....

Poskode .....

- 3.1 Straatadres waar besigheid bedryf word:

.....

- 3.2 Voorstad ..... Landdrostdistrik .....

- 4.1 Aard van besigheid (Haarkapperson, Skoonheidsalon, Ander):

.....

4.2	Telefoonnummer.....
5.1	Naam van kontakpersoon.....
5.2	Tel. (W) ..... (H) .....
6.	Naam van eienaar .....
	Regspersoonlikheid van eienaar (merk die korrekte klassifikasie):
	..... Alleenhandelaar..... Venootskap..... Maatskappy..... Beslote korporasie (BK).
6.1	Name en adresse van vennote (indien 'n venootskap), van direkteure (indien 'n maatskappy) en van elke persoon wat 'n beherende belang in die maatskappy het of geag word te hê (indien 'n maatskappy), van lede (ingeval van 'n beslote korporasie). (In die geval van 'n maatskappy, spesifieer of hy 'n direkteur of 'n beherende aandeelhouer is): ..... ..... ..... ..... .....
6.2	Naam van boekhouer: .....
	Adres van boekhouer .....
	..... ..... .....
	Poskode.....
	Tel. (W) ..... (H) .....
7.	Merk of hierdie:
7.1	..... Slegs 'n verandering van naam van 'n bestaande besigheid is.
7.2	..... 'n Bestaande besigheid is wat aangekoop is deur 'n nuwe eienaar. Indien wel, spesifieer die naam waaronder handel voorheen bedryf is: ..... en versaf Naam van vorige eienaar .....
	Huidige adres van vorige eienaar .....
	..... .....
	Datum waarop die besigheid oorgeneem is .....
7.3	..... 'n Nuwe besigheid is. Indien wel, spesifieer die datum waarop die besigheid begin is: .....
8.	Besonderhede vir registrasiesertifikaat (merk een in elke groep):
	..... Swart ..... Blanke ..... Veelrassig.
	..... Dames ..... Mans ..... Unisex.
9.	Besonderhede van persoon wat van dag tot dag in beheer van die verskaffing van toiletdienste in die besigheid is, indien die eienaar nie 'n gekwalifiseerde haarkapper is nie:
	Naam.....
	Adres.....
	Tel. (W) ..... (H) .....
10.	Is elke haarkapper wie se naam op die Lys van Werknemers hierna verskyn in besit van 'n sertifikaat vir die bedryf van haarkappery? JA/NEE. Indien NEE, spesifieer die name van diegene wat nie in besit is van 'n sertifikaat nie. .....
11.	Gee besonderhede van elke adres waar haarkappery bedryf word: (1) .....
	(2) .....
	(3) .....
	(4) .....
	(5) .....
12.	Taal. Merk een: ..... Engels ..... Afrikaans

- Ek, die ondergenoemde werkewer, gee hierby die verskering dat die salon/ne waarop hierdie aansoek betrekking het—
- (1) toegerus is met genoegsame beligting en ventilasie en van 'n genoegsame toevoer van lopende warm en koue water voorsien is;
  - (2) toegerus is met verglansde wasbakke met afvoerpype en 'n stelsel vir die onskadelike wegdoening van afvalwater;
  - (3) gebou is van vloer- en muurmateriaal wat die skoonhou daarvan sal toelaat;
  - (4) toegerus is met rakke, muurmeublement of ander vaste toebehore wat van glas, marmer of leiklip gemaak is of afgewerk is met emalje of gegalaniseer is of uit ander duursame materiaal vervaardig is wat maklik skoongemaak kan word;
  - (5) genoegsaam toegerus is met sodanige toiletbenodigdhede as wat dit in staat sal stel om toiletdienste van 'n redelike standaard aan die publiek te verskaf;
  - (6) vir geen ander doel gebruik sal word nie as vir die verskaffing van toiletdienste, tensy sodanige ander gebruikte van die bedryfsinrigting geskei is deur 'n muur of mure sonder deure, vensters of openinge of ander maniere van kommunikasie;
  - (7) nie gebruik word as 'n opleidingsinrigting nie behalwe waar daarvoor voorsiening gemaak word in klousule 6.3 van die Hoofooreenkoms;
  - (8) nie gehuur word deur die aansoeker saam met iemand anders nie behalwe 'n vennoot wat toiletdienste verskaf in dieselfde onderneming as die aansoeker;
  - (9) nie gehuur word of gehuur sal word of gedeel word of beset sal word of beset word deur die aansoeker saam met iemand anders wie se belang nie dieselfde is as dié van die aansoeker nie: Met dien verstande dat dit geen oortreding sal wees nie as die aansoeker 'n vennoot van sodanige ander persoon is en hul belang in die vennootskap nie dieselfde is nie.

Ek onderneem voorts om ten alle tye te voldoen aan die vereistes van klousule 6 en 7 van die Hoofooreenkoms.

Geteken ten behoeve van die werkewer deur ..... dag van ..... 19.....  
wat hierby sy teken magtig bevestig op hierdie .....

*Werkewer*

#### LYS VAN WERKNEMERS

L.W.: BESONDERHEDE VAN ELKE WERKNEMER VAN DIE WERKGEWER MOET HIERONDER AANGEDUI WORD:

#### ANNEXURE C

#### INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER

#### CERTIFICATE OF REGISTRATION OF SALON

.....	Section
.....	Category

VALID FROM DATE OF ISSUE TO 31 DECEMBER

Name of salon .....

Name of proprietor .....

Address .....

Date of issue .....

This is to certify that the person whose name appears on this Certificate or Registration has complied with the provisions of clause 5 of the Main Agreement promulgated in terms of the Labour Relations Act, 1956.

For and on behalf of the Council:

*Secretary*

This Certificate is not valid unless it bears the seal of the Council.

#### AANHANGSEL C

#### NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENNS

#### REGISTRASIESERTIFIKAAT VAN SALON

..... Seksie

..... Kategorie

GELDIG VANAF DATUM VAN UITREIKING TOT 31 DESEMBER

Naam van salon .....

Naam van eienaar .....

Adres .....

Datum van uitreiking .....

Hierby word gesertifiseer dat die persoon wie se naam op hierdie Registrasiesertifikaat voorkom, voldoen het aan klousule 5 van die Hoofooreenkoms soos afgekondig ingevolge die Wet op Arbeidsverhoudinge, 1956.

Vir en namens die Raad:

*Sekretaris*

Hierdie Sertifikaat is nie geldig nie tensy die Raad se stempel daarop voorkom.

## ANNEXURE D

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER  
APPLICATION FOR CERTIFICATE TO PRACTICE HAIRDRESSING.....Section  
.....Category

Name.....  
 .....(“the Applicant”)

Address.....

Telephone (H)..... (W).....

Name of salon.....

Address.....

Is there a current certificate of Registration of the salon in existence?

YES/NO.

If YES, what is the Certificate No?

Are you a qualified Hairdresser?

YES/NO.

If YES, supply particulars, and attach copies of documentary proof:

.....

.....

If NO, answer the following questions:

Standard of education:

.....  
 .....(attach documentary proof)

<i>Names of employers in the Trade.</i>	<i>Dates of employment</i>
.....	.....
.....	.....
.....	.....
.....	.....

Supply particulars of all training you have received at a Hairdressing training institution, and copies of any diplomas received.

<i>Name of training institution</i>	<i>Dates of attendance</i>
.....	.....
.....	.....
.....	.....

I, the undermentioned applicant, hereby apply for a certicate to practise Hairdressing in the section and category set out above, and warrant that the particulars set out above are true and correct.

Signed at.....this.....day of.....19.....

(Applicant)

## AANHANGSEL D

NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF, GREN S  
AANSOEK OM SERTIFIKAAT OM HAARKAPPERY TE BEDRYF

.....Seksie

.....Kategorie

Naam.....  
 .....(“die Aansoeker”)

Adres.....

Telefoon (H).....(W).....

Naam van salon.....

Adres.....

Bestaan daar 'n geldige Registrasiesertifikaat vir hierdie salon?

JA/NEE

Indien JA, wat is die Sertifikaat se nommer?

Is u 'n gekwalificeerde Haarkapper?

JA/NEE

Indien JA, gee besonderhede en heg afskrifte van dokumentêre bewys aan:

Indien NEE, beantwoord die volgende vrae:

Opvoedkundige standaard:

(heg dokumentêre bewyse aan)

*Naam van werkgewers in die Bedryf*

*Datums van indiensneming*

.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

Verskaf besonderhede van alle opleiding wat u by 'n opleidingsinrigting in Haarkappery ontvang het, asook kopieë van enige diplomas verwerf.

*Naam van opleidingsinrigting*

*Datums van bywoning*

.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

Ek die ondergenoemde aansoeker, doen hierby aansoek om 'n sertifikaat vir die bedryf van Haarkappery in die seksie en kategorie hierbo omskryf, en verklaar dat die besonderhede hierbo uiteengesit waar en juis is.

Geteken te ..... op hede die ..... dag van ..... 19.....

*Aansoeker*

#### ANNEXURE E

#### INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER CERTIFICATE OF PRACTISE HAIRDRESSING VALID FROM DATE OF ISSUE UNTIL WITHDRAWN

Name.....  
Section.....  
Category.....  
Code.....  
Date of issue.....

This is to certify that the person whose name appears on this certificate has complied with the provisions of clauses 7 and 8 of the Industrial Council Agreement promulgated in terms of the Labour Relations Act, 1956, and is registered in accordance with the code above. This certificate is not valid unless it bears the seal of the Council and must be prominently displayed in the salon.

#### AANHANGSEL E

#### NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF, GRENS

#### SERTIFIKAAT OM HAARKAPPERY TE BEDRYF

#### GELDIG VANAF DATUM VAN UITREIKING TOTDAT DIT INGETREK WORD

Naam.....  
Afdeling.....  
Kategorie.....  
Kode .....

Datum van uitreiking.....

Hierby word gesertifiseer dat die persoon op hierdie sertifikaat genoem voldoen het aan die bepalings van klousules 7 en 8 van die Nywerheidsraadooreenkomsoos gepubliseer ingevolge die Wet op Arbeidsverhoudinge, 1956, en geregistreer is ooreenkomsdig bovormelde kode. Hierdie sertifikaat is nie geldig nie tensy die stempel van die Raad daarop voorkom en moet ten alle tye in 'n opvallende plek in die salon vertoon word.

## ANNEXURE F

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER  
TRAINING CONTRACT

TRAINING CONTRACT made and entered into between:

of

(hereinafter referred to as the Employer), of the one part,

and

identity number....., born on the .....day of.....19.....  
(hereinafter referred to as the Trainee Hairdresser) of the other part.

## 1. OBLIGATIONS OF THE TRAINEE HAIRDRESSER:

The Trainee Hairdresser shall be physically fit, and shall have passed or be deemed to have passed Standard VIII, and agrees—

- 1.1 to bind himself as a Trainee Hairdresser to the Employer in the Hairdressing Trade for the period of training, viz .....years;
- 1.2 to serve the Employer faithfully, honestly and diligently and to obey all lawful and reasonable commands and to satisfy the requirements of the Employer or of those duly placed in authority over him;
- 1.3 not to disclose or communicate to any person whomsoever any information relating to the business of the Employer;
- 1.4 not to be interested directly or indirectly, whether as a paid agent or an employee, in any business or undertaking other than that of the Employer and not to absent himself from his employment without the sanction of the Council;
- 1.5 to attend, in accordance with the training regulation of the Council applicable to him, such classes or take such correspondence courses or portions thereof as may be applicable for the purpose of receiving technical or other instructions; to take such examinations as may, from time to time, be conducted by the Council or, with its permission, by any relevant educational body on connection with such classes or courses; and to conduct himself at such classes or courses or examinations in a seemly manner and in accordance with good discipline;
- 1.6 to record daily in a logbook such particulars as may be prescribed by the Council of the training which he has received from the Employer and to furnish the Employer, as required, with a true copy of the recordings made in the logbook;

## 2. OBLIGATIONS OF THE EMPLOYER:

The Employer agrees—

- 2.1 to bind himself to receive the Trainee Hairdresser for the period stated and to teach efficiently or cause to be taught efficiently the Trainee Hairdresser in the category of the Trade specified in clause 1.1;
- 2.2 to pay such fees in respect of technical instruction as he may be required to pay in terms of any lawful requirement of the Council;
- 2.3 to remunerate the Trainee Hairdresser at a wage not less than the rate prescribed in terms of any Industrial Council agreement administered by the Council and in force at any time;
- 2.4 to endorse and sign this contract on completion of the period of training and transmit it through the Secretary of the Council for noting of termination by the Council before handing it over to the Trainee Hairdresser as his property.

## 3. MUTUAL OBLIGATIONS OF THE PARTIES:

It is further agreed between the parties to the contract that—

- 3.1 if the Employer is satisfied that the Trainee Hairdresser has committed a serious breach of the terms of his contract or that the Trainee Hairdresser has conducted or is conducting himself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his training, the Employer's business or the attainment of the objects of this contract, whether during or outside his working hours or when attending classes or courses or taking examinations in accordance herewith or during his stay in any hostel, if such relates to his training, the Employer may forthwith suspend the Trainee Hairdresser for a period not exceeding the number of days which the Trainee Hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he suspends the Trainee Hairdresser;
- 3.2 where, owing to slackness of work or an exigency in the category of the Trade specified in clause 1.1, short-time is being worked by the Employer, he may, with the written approval of the Council, employ the Trainee Hairdresser on short-time for such period or periods and under such conditions as may be specified by the Council;
- 3.3 they will comply with any other relevant training conditions or modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;
- 3.4 they agree to the extension of this contract if, upon application by the Trainee hairdresser to the Council, such extension is granted by the Council: Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the Employer.

## 4. DEFINITIONS AND INTERPRETATION:

In this contract any word importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and "Council" shall mean the Industrial Council for the Hairdressing Trade, Border.

Signed at.....this.....day.....19.....

## AS WITNESSES

1.....

*Employer*

2.....

*Trainee hairdresser*

## REGISTRATION OF CONTRACT

Registered at the office of the Industrial Council this.....day of.....19.....

*Secretary*

**TRANSFER**

(Not to be completed until the approval of the Council has been obtained and transmitted to the Employer)

With the consent of the parties to this Contract the services of the Trainee hairdresser and the rights and obligations of the employer are hereby transferred to:

.....with effect from the date of registration thereof.

Signed at.....this.....day of.....19.....

**AS WITNESSES**

1.....

*Employer*

2.....

*Trainee hairdresser*

.....  
*New employer*

Registered at the office of the Industrial Council this ..day of  
.....19.....

*Secretary*

**TERMINATION**

(To be filled in on completion of the term of training under this contract)

This is to certify that the Trainee hairdresser .....

has completed his training under the contract and in accordance with the provisions thereof.

Signed at.....this.....day of.....19.....

*Employer*

Termination noted this.....day of.....19.....

*Secretary*

**CANCELLATION**

No training contract shall be rescinded except with the consent of the Council and with the consent of the parties thereto, or by the Secretary after consultation with the Council, or by the Council at the instance of one of the parties thereto if the Council is satisfied that it is expedient to do so.

**AANHANGSEL F****NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF, GRENS****LEERKONTRAK**

LEERKONTRAK aangegaan deur en gesluit tussen:

.....  
van

.....(hierna die Werkgewer genoem), aan die een kant,

en

.....identiteitsnommer....., gebore op die.....dag van.....19.....,  
(hierna genoem die Leerlinghaarkapper), aan die ander kant.

**1. VERPLIGTINGE VAN DIE LEERLINGHAARKAPPER:**

Die Leerlinghaarkapper moet fisies fiks wees en geslaag het of geag word te geslaag het in Standerd VIII, en kom ooreen—

- 1.1 om homself as 'n Leerlinghaarkapper aan die Werkgewer in die Haarkappersbedryf te verbind vir die duur van sy opleiding, nl. ....jaar;
- 1.2 om sy Werkgewer getrou en vlytig in alle eerlikheid te dien en alle wettige en redelike opdragte te gehoorsaam en om aan die Werkgewer of diegene wat gesag oor hom het se vereistes te voldoen;
- 1.3 om geen inligting met betrekking tot die Werkgewer se onderneming aan enige persoon hoegenaamd openbaar te maak of oor te dra nie;
- 1.4 om geen regstreekse of onregstreekse belang te hê by enige ander transaksie of onderneming as die van sy Werkgewer, hetso as 'n betaalde agent of as 'n werknemer nie, en om nie van sy werk weg te bly sonder die goedkeuring van die Raad nie;
- 1.5 om ingevolge die bepalings van die Raad se leerlingregulasies wat op hom van toepassing is, sodanige klasse by te woon of sodanige korrespondensiekursusse of gedeeltes daarvan te volg as wat van toepassing is vir die doel om tegniese of ander instruksies te ontvang; om sodanige eksamens af te lê as wat deur die Raad van tyd tot tyd gehou word, of met die Raad se toestemming, deur enige relevante opvoedkundige liggaam in verband met sodanige klasse of kursusse; en om homself by sodanige klasse of kursusse of eksamens op 'n betaamlike manier en in ooreenstemming met goeie dissipline te gedra;

- 1.6 om daaglik in 'n logboek sodanige besonderhede op te teken as wat deur die Raad voorgeskryf word in verband met die opleiding wat hy by sy Werkewer ontvang het, en om, wanneer dit vereis word, sy Werkewer te voorsien van 'n ware afskrif van die aantekeninge wat hy in sy logboek gemaak het.

## 2. VERPLIGTINGE VAN DIE WERKGEWER:

Die Werkewer kom ooreen—

- 2.1 om homself te verbind om die Leerlinghaarkapper vir die bepaalde tydperk te ontvang en doelmatig op te lei of doelmatig te laat oplei in die kategorie van die Bedryf soos in klousule 1.1 gespesifieer;
- 2.2 om sodanige fooie ten opsigte van tegniese onderrig te betaal as wat hy ingevolge enige wetlike vereiste van die Raad moet betaal;
- 2.3 om die Leerlinghaarkapper 'n loon te betaal wat nie minder is nie as dié loon wat voorgeskryf word ingevolge enige Nywerheidsraadooreenkoms wat die Raad administreer en wat te eniger tyd van krag is;
- 2.4 om hierdie kontrak na voltooiing van die opleidingstydperk te endosseer en te onderteken voordat dit na die Sekretaris van die Raad deurgestuur word vir kennisname van beëindiging deur die Raad voordat dit aan die Leerlinghaarkapper oorhandig word as sy eiendom.

## 3. WEDERSYDSE VERPLIGTINGE VAN DIE PARTYE:

Daar word voorts tussen die partye by die kontrak ooreengekom dat—

- 3.1 indien die Werkewer oortuig is dat die Leerlinghaarkapper 'n ernstige kontrakbreuk begaan het of dat die Leerlinghaarkapper homself op 'n onbetaamlike wyse gedra het of gedra wat afbreuk doen aan die goeie dissipline en dat sodanige gedrag nie bevorderlik is vir sy opleiding, die Werkewer se onderneming of die bereiking van die oogmerke van hierdie kontrak nie, hetsy dit gedurende buite sy werkure of tydens die bywoning van klasse of kursusse of by die afle van eksamens ooreenkomsdig hierdie vereistes of tydens sy verblyf in enige hostel plaasgevind het of nie, as sodanige optrede verband het met sy opleiding, die Werkewer die Leerlinghaarkapper summier kan skors vir 'n tydperk van hoogstens die getal dae wat die Leerlinghaarkapper gewoonlik per week werk, en dat die Werkewer die saak binne drie dae vanaf die datum waarop hy die Leerlinghaarkapper geskors het aan die Raad moet rapporteer;
- 3.2 waar die Werkewer as gevolg van werkslapte of nood in die kategorie van die Bedryf in klousule 1.1 gespesifieer, korttyd laat werk, hy met die skriftelike goedkeuring van die Raad die Leerlinghaarkapper korttyd kan laat werk vir sodanige tydperk of tydperke en onder sodanige voorwaardes as wat die Raad bepaal;
- 3.3 hulle alle ander tersaaklike opleidingsvoorraarde of wysigings of vrystellings daarvan of tersaaklike vereistes van die Raad wat nie spesifiek hierin genoem word nie, sal nakom;
- 3.4 hulle daartoe instem dat hierdie kontrak verleng word indien die Leerlinghaarkapper by die Raad daarom aansoek doen en die Raad sodanige verlenging van die kontrak goedkeur: Met dien verstande dat die Raad vertoe wat deur die Werkewer gerig word in oorweging sal neem alvorens goedkeuring van sodanige verlenging van die kontrak verleen word.

## 4. OMSKRYWING EN VERTOLKING:

In hierdie kontrak omvat alle woorde wat die manlike geslag aandui ook die vroulike en onsydige geslagte; woorde wat die enkelvoud aandui, omvat ook die meervoud, en "Raad" beteken die Nywerheidsraad vir die Haarkappersbedryf, Grens.

Geteken te ..... op hede die ..... dag van ..... 19.....

AS GETUIES

1. .... *Werkewer*

2. .... *Leerlinghaarkapper*

## REGISTRASIE VAN KONTRAK

Geregistreer op die kantoor van die Nywerheidsraad op hede die ..... dag van ..... 19.....

*Sekretaris*

## OORDRAG

(Moet nie ingeval word voordat die Raad se goedkeuring verkry en aan die Werkewer deurgestuur is nie)

Met die instemming van die partye by hierdie Kontrak word die dienste van die Leerlinghaarkapper en die regte en verpligtinge van die Werkewer hierby oorgedra na:

..... vanaf die datum van registrasie hiervan.

Geteken te ..... op hede die ..... dag van ..... 19.....

AS GETUIES

1. .... *Werkewer*

2. .... *Leerlinghaarkapper*

*Nuwe werkewer*

Geregistreer op die kantoor van die Nywerheidsraad op hede die ..... dag van ..... 19.....

*Sekretaris*

## BEËINDIGING

(Moet ingeval word na voltooiing van die termyn van opleiding ingevalge hierdie kontrak)

Hierby word gesertificeer dat die Leerlinghaarkapper .....  
 sy opleiding ingevalge hierdie kontrak ooreenkomstig die bepalings daarvan voltooi het.

Geteken te ..... op hede die ..... dag van ..... 19.....

Werkgewer

Beëindiging aangeteken op hede die ..... dag van ..... 19.....

Sekretaris

## KANSELLASIE

Geen leerkontrak mag ingetrek word nie behalwe met die toestemming van die Raad en van die betrokke partye, of deur die Sekretaris na beraadslaging met die Raad, of deur die Raad op aandrang van een van die partye indien die Raad oortuig is dat dit gerade is om dit te doen.

## ANNEXURE G

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER  
COMMISSION AGREEMENT

## MEMORANDUM OF AGREEMENT

Between:

("the Employer")

("the Employee")

## WITNESSETH

1. The Employer hereby employs the Employee as a ..... Hairdresser commencing on ..... at a salary of R ..... per week/month, being a salary not less than that prescribed as the minimum wage for that category of employment in the Main Agreement for the time being in force in the Hairdressing Trade within the area of jurisdiction of the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal).
2. In addition to the wages specified in clause 1 hereof, the Employee shall be entitled to commission of ..... per cent on his takings once he has doubled his said wage per month. For the purposes of this clause, "takings" shall \*include/not include any amount in respect of sales of hairdressing products.
3. \*In respect of the sale of hairdressing products the Employee shall be entitled to a commission of ..... per cent on the value of the said products, such value to be determined as the retail price of the said products sold by the Employee personally.
4. \*From the gross takings of the Employee as defined in clause 2 hereof the Employer shall be entitled to deduct:
  - \*(1) The cost of all products used by the Employee in rendering toilet services to clients, such cost to be the actual cost of all products so used by the Employee; or
  - \*(2) ..... per cent of the gross takings of the Employee.

5.1 Commission in terms of this Agreement shall be payable on the ..... day of every month.

5.2 This Agreement may be cancelled by either party by giving to the other not less than ..... days notice of such cancellation.  
Signed at ..... this ..... day of ..... 19.....

## AS WITNESSES

1. ..... Employer
2. ..... Employee

\* Delete if not applicable. In 4 above, you *must* cross out either (1) or (2). You cannot have them both in.  
 The period in 5.2 above shall not be less than six days.

## AANHANGSEL G

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENS  
KOMMISSIE-OOREENKOMS

## AKTE VAN OOREENKOMS

Tussen:

("die Werkgewer")

en

("die Werknemer")

## GETUIG HIERMEE

1. Die Werkgewer stel hierby die werknemer aan as 'n ..... Haarkapper vanaf ..... teen 'n salaris van R ..... per week/per maand, synde 'n salaris wat minstens gelyk is aan die minimum loon voorgeskryf vir daardie katagorie werk in die Hoofooreenkoms wat dan van krag is in die Haarkappersbedryf binne die jurisdiksiegebied van die Nywerheidsraad vir die Haarkappersbedryf, Grens.
  2. Benewens die loon gespesifieer in klousule 1 hiervan, is die Werknemer geregtig op kommissie van ..... persent van sy ontvangste sodra hy sy genoemde salaris per maand verdubbel het. Vir die toepassing van hierdie klousule moet "ontvangste" enige bedrag ten opsigte van verkope van haarkappersprodukte \*insluit/nie insluit nie.
  3. \*Ten opsigte van verkope van haarkappersprodukte is die Werknemer geregtig op kommissie van ..... persent op die waarde van die genoemde produkte, en dié waarde moet vasgestel word as die kleinhandelprys van genoemde produkte wat deur die Werknemer persoonlik verkoop is.
  4. \*Van die bruto ontvangste van die Werknemer soos omskryf in klousule 2 hiervan kan die Werkgewer die volgende aftrekkings maak:
    - (1) Die koste van alle produkte wat deur die Werknemer gebruik word by die lewering van toiletdienste aan klante, en sodanige koste moet die werklike koste wees van alle produkte wat aldus deur die Werknemer gebruik is; of
    - (2) ..... persent van die bruto ontvangste van die Werknemer.
- 5.1 Kommissie ingevolle hierdie Ooreenkoms is betaalbaar op die ..... dag van elke maand.
- 5.2 Hierdie Ooreenkoms kan beëindig word deur enige van die partye deur aan die ander party minstens ..... dae kennis van sodanige beëindiging te gee.

Geteken te ..... op hede die ..... dag van ..... 19.....

## AS GETUIES

- |         |           |
|---------|-----------|
| 1. .... | Werkgewer |
| 2. .... | Werknemer |

\* Skrap wat nie van toepassing is nie, in 4 hierbo moet of (1) of (2) geskrap word.  
Die kennisgewingstermy in 5.2 hierbo moet minstens ses dae wees.

**ANNEXURE H**  
**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER**  
**ATTENDANCE REGISTER**

				Entries to be made by employee						Remarks (if any)							
Year .....	Month .....	Signature	Time of commencing 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	Each day	Each week			
1																	
2																	
3																	
4																	
5																	
6																	
7																	
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30																	
31																	

*Note.*—Under headings "Off" and "On" in columns referring to "Intervals of work" insert time interval commences and time work is 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.

**AANHANGSEL H**  
**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENS**  
**BYWONINGSREGISTER**

(Naam van werknemer)												(Beroep van werknemer)			
Inskrywings wat deur die werknemer gemaak word												Opmerkings (indien daar is)			
Jaar .....	Maand .....	Handte- kening	Hoe laat begin werk	Werkpouses				Hoe laat opgehou werk	Oortollige ure gewerk		Totale getal ure gewerk		Deur werk- nemer	Deur werkgewer indien werknemer afwesig is. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspek- teur
				Van	Tot	Van	Tot		Van	Tot	Elke dag	Elke week			
1															
2															
3															
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*Let wèl.* — 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 werkouse by sy werk te wees indien hy nie toegelaat word om die bedryfsinrigting gedurende die hele pouse te verlaat nie.

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# IMPORTANT!!

## Placing of languages:

### *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1988 to 30 September 1989, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

— o —

# BELANGRIK!!

## Plasing van tale:

### *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1988 tot 30 September 1989 word Engels EERSTE geplaas.
3. Hierdie reëeling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerde, verwag om u kopie met bogenoemde reëeling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

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