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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 158.] [18 Januarie 1952.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, WITWATERSRAND.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoëningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 5 (2) (b), 5 (2) (d) tot en met 13 (1), 14, 15 en 19 tot en met 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf, in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 5 (2) (a), 5 (2) (d) tot en met 8, 10 tot en met 12, 14, 15 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woord-oms krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 158.] [18 January 1952
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, WITWATERSRAND.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 5 (2) (b) (inclusive) 5 (2) (d) to 13 (1) (inclusive) 14, 15 and 19 to 22 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the municipal areas of Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging, and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 1, 3 to 5 (2) (a) (inclusive) 5 (2) (d) to 8 (inclusive), 10 to 12 (inclusive), 14, 15 and 22 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour

BYLAE.

NYWERHEIDSRaad VIR DIE KAPPERSBEDRYF,
WITWATERSRAND.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, aangegaan deur die

Witwatersrand Master Hairdressers' Association

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

S.A. Hairdressers' Employees' Industrial Union

hierna „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

vat die partye is by die Nywerheidsraad vir die Kappersbedryf, Witwatersrand.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Kappersbedryf in die munisipale gebiede Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereniging nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is; met dien verstande dat dit op vakleerlinge slegs van toepassing is vir sover dit nie met die bepalings van die Vakleerlingen Wet, 1922, soos gewysig, of van die Wet op Vakleerlinge, 1944, of enige voorwaardes ingevolge daarvan vasgestel, in stryd is nie.

2. TYDPERK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid, ingevolge artikel *agt-en-veertig* van die Wet, vasstel en blyd van krag vir 'n tydperk van twee jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word in die Wet bepaal is, het dieselfde betekenis as in die Wet en 'n verwysing na 'n wet of ordonnansie sluit alle wysigings van die wet of ordonnansie in, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy strydig met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;
- „Ooreenkoms”, 'n Ooreenkoms wat kragtens die bepalings van die Nywerheid-versoeningswet, 1937, gepubliseer en bindend gemaak is op werkgewers en werknemers in die Kappersbedryf;
- „vakleerling”, 'n werknemer in diens ingevolge 'n skriftelike leerlingkontrak geregistreer ooreenkomstig die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944;
- „los werknemer”, 'n kapper (gekwalifiseer) (manlik of vroulik) wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;
- „sentrale gebied”, die munisipale gebied van die stad Johannesburg;
- „Raad”, die Nywerheidsraad vir die Kappersbedryf (Witwatersrand), wat ingevolge artikel *twee* van die Nywerheid Versoenings Wet, 1924, geregistreer is en beskou word geregistreer te wees ingevolge artikel *negentien* gelees met artikel *twee* van die Nywerheid-versoeningswet, 1937;
- „inrigting”, elke plek waar toilet dienste gewoonlik vir blankes verrig word;
- „ervaring”, die totale dienstyd of dienste van die werknemer in die Kappersbedryf;
- „kapper”, 'n werknemer, behalwe 'n minderjarige na wie in artikel *vier* (i) (d) verwys word, of 'n vakleerling wat ingevolge 'n dienskontrak kragtens die Wet op Vakleerlinge, 1944, in diens is, wat een of meer van die werksaamhede verrig wat in hierdie Ooreenkoms onder toilet dienste bepaal word;
- „kapper (gekwalifiseer)”, 'n werknemer, behalwe 'n minderjarige na wie in artikel *vier* (i) (d) verwys word, of 'n vakleerling wat ingevolge 'n dienskontrak kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944 in diens is, wat—

- (a) 'n leerlingkontrak kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, uitgedien het; of
- (b) die Raad deur middel van 'n eksamen of op ander wyse kan oortuig van sy bekwaamheid in die damesbedryf in hare sny, marcelgolf, set, bleik, kleur, alle metodes van blywende karteling en skoonheidsbehandeling; en in die mansbedryf in sny, skeer, haarwas (droog en olie) en slyp van skeermesse; of
- (c) 'n bekwaamheidsertifikaat besit wat uitgereik is deur 'n Nywerheidsraad vir die Kappersbedryf, of sodanige ander liggaam wat, na die mening van die Raad bevoeg is om sodanige sertifikaat uit te reik;

„Kappersbedryf”, die bedryf wat in 'n inrigting uitgeoefen word;

„damesbedryf”, die tak van die Kappersbedryf waarin aan vroulike persone toilet dienste verleen word;

„algemene helper”, 'n werknemer wat persele skoonmaak en/of uitvee, skoene skoonmaak, boodskappe doen en gerei en/of toiletbenodigdhede was;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between the

Witwatersrand Master Hairdressers' Association

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

S.A. Hairdressers Employees' Industrial Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the Municipal Areas of Randfontein, Krugersdorp, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereniging, by all employers and employees who are members of the employers' organisation and trade union; provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act of 1944, or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act; and remain in force for a period of two years or for such period as may be determined by him.

3. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, No. 36 of 1937;
- “Agreement” means an agreement published and made binding upon employers and employees in the Hairdressing Trade in accordance with the provisions of the Industrial Conciliation Act of 1937;
- “apprentice” means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act of 1922, as amended; or the Apprenticeship Act of 1944;
- “casual employee” means a hairdresser (qualified) (male or female) who is employed by the same employer for not more than two days in any one week;
- “central area” means the municipal area of the City of Johannesburg;
- “Council” means the Industrial Council for the Hairdressing Trade (Witwatersrand), registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen*, read with section *two* of the Industrial Conciliation Act of 1937;
- “establishment” means any premises in which toilet services are normally rendered to Europeans;
- “experience” means the total period or periods of service an employee has had in the Hairdressing Trade;
- “hairdresser” means an employee other than a minor referred to in section 4 (i) (d) or an apprentice indentured under the Apprenticeship Act of 1944, who performs any one or more of the operations as defined under toilet services in these definitions;
- “hairdresser” (qualified) means an employee other than a minor referred to in section 4 (i) (d) or an apprentice indentured in terms of the Apprenticeship Act of 1922, as amended, or the Apprenticeship Act of 1944, who—

- (a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act of 1944; or
- (b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, marcel waving, setting, bleaching, dyeing, all methods of permanent waving, and beauty culture; and in the men's trade in cutting, shaving, shampooing (dry and oil) and razor setting; or
- (c) holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other body which is competent to issue such certificate in the opinion of the Council;

“Hairdressing Trade” means the trade carried on in an establishment;

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

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

- "mansbedryf", die tak van die Kappersbedryf waarin aan manlike persone toilet dienste, soos hierin bepaal, verleen word;
- "minderjarige", 'n werknemer onder die ouderdom van 21 jaar wat gedurende die gebruikelike proeftydperk wat hy aldus sonder vakleerlingkontrak in diens mag wees, diens doen in die bedryf van dameskapper en/of manskapper soos aangewys kragtens die bepalings van die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944;
- "premie", sonder om in enige opsig die gewone betekenis van die woord te beperk, beloning van watter aard ook al, wat in ruil vir die opleiding van 'n werknemer in enige of albei afdelings van die Kappersbedryf gegee word;
- "ontvangsklerk en/of telefonis", 'n vroulike werknemer wat hoofsaaklik in diens is om klante te ontvang of oor die telefoon of andersins bestellings te boek en/of rekenings en state byhou of enige ander vorm van klerklike werk verrig, benewens die hanteer van kontant en oor die toonbank verkoop;
- "Rand-gebied", die munisipale gebiede Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraiburg, Krugersdorp, Randfontein en Vereeniging;
- "toilet dienste"—
- (a) *damesbedryf*: hare was, sny, skroei, masseer (kop of gesig), kartel (blywend), marcel en set, winkbroue pluk, bordwerk, trigologiese en skoonheidsbehandeling;
- (b) *mansbedryf*: hare was, sny, skroei, hare was en skroei, masseer (kop of gesig) en trigologiese behandeling;
- "werkende werkgewer", 'n werkgewer of enige vennoot in 'n vennootskap wat self soortgelyke werk verrig as wat deur enige van sy werknemers gedoen word.

4. LONE.

(1) Onderworpe aan die bepalings van subartikels (2) en (3) van hierdie artikel, mag 'n werkgewer geen lone wat laer is as die volgende skale betaal en mag 'n werknemer dit nie aanneem nie:—

(a) Mansbedryf (manlik of vroulik).	£	s.	d.
(i) Kapper (gekwalfiseer)	7	18	0 per week of
	34	4	8 per maand.
(ii) Los werknemer	1	10	0 per dag.
(b) Damesbedryf			
(i) Kapper (gekwalfiseer) (manlik)	8	10	8 per week of
	36	19	7 per maand.
(ii) Kapper (gekwalfiseer) (vroulik)	5	2	6 per week of
	22	4	0 per maand.
(iii) Los werknemer (manlik of vroulik)	1	10	0 per dag.
(c) Ontvangsklerk en/of telefonis ...	3	2	6 per week of
	13	10	10 per maand.
(d) Minderjariges in die dames- of mansbedryf	1	10	0 per week.
(e) Algemene helpers.			
Oor 18	1	10	0 per week of
	6	10	0 per maand.
Onder 18	1	5	0 per week of
	5	8	4 per maand.

(2) 'n Werknemer wat in 'n week in sowel die damesbedryf as die mansbedryf werksaam is, moet vir daardie hele week die lone betaal word wat in paragraaf (a) of (b) van subartikel (1) van hierdie artikel voorgeskryf word, watter ook al die hoogste is.

(3) 'n Werkgewer en/of werknemer mag nie 'n premie vir die opleiding van 'n persoon as kapper aanneem nie.

(4) 'n Werkgewer mag niemand as 'n manlike of vroulike kapper in diens hê nie tensy sodanige persoon 'n kapper (gekwalfiseer) is, soos bepaal in artikel 3, en/of 'n minderjarige soos bepaal in artikel (4) (1) (d) en/of 'n vakleerling, tensy die loon vir 'n kapper (gekwalfiseer) betaal word, en vir alle doeleindes van hierdie Ooreenkoms, moet so 'n werknemer as 'n kapper (gekwalfiseer) beskou word.

(5) Niks in hierdie artikel laat 'n vermindering van die loon wat 'n werknemer onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms ontvang het, toe nie, vir solank as wat die werknemer by dieselfde werkgewer in diens bly.

(6) Geen werkgewer mag 'n persoon onder die ouderdom van vyftien (15) jaar in diens hê nie, en ewemin mag 'n minderjarige in enige hoedanigheid hoegenaamd in diens wees nie, behalwe vir die proeftydperk ingevolge die bepalings van die Wet op Vakleerlinge in 'n aangewese bedryf of teen die loonskaal soos in hierdie Ooreenkoms voorgeskryf.

(7) Los werknemers kan slegs in diens geneem word vir die vervanging van werknemers of werkende werkgewers of vennote wat tydelik met siekteverlof of geleentheidsverlof afwesig is.

(8) Elke werkgewer moet gedurende die loop tyd van hierdie Ooreenkoms benewens die lone wat in hierdie artikel voorgeskryf word, op elke betaaldag lewenskostoelae aan die werknemers betaal volgens die skale soos gespesifiseer kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

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

"minor" means an employee under the age of 21 years employed in the trade of ladies' and/or men's hairdressing designated in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944, during the usual probationary period during which he may be so employed without a contract of apprenticeship;

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

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

"Reef area" means the municipal areas of Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraiburg, Krugersdorp, Randfontein and Vereeniging;

"toilet services" means—

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

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

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

4. WAGES.

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

(a) Men's trade (male or female).	£	s.	d.
(i) Hairdresser (qualified)	7	18	0 per week or
	34	4	8 per month.
(ii) Casual employee	1	10	0 per day.
(b) Ladies trade.			
(i) Hairdresser (qualified) (male)	8	10	8 per week or
	36	19	7 per month.
(ii) Hairdresser (qualified) (female)	5	2	6 per week or
	22	4	0 per month.
(iii) Casual employee (male or female)	1	10	0 per day.
(c) Receptionist and/or telephonist ...	3	2	6 per week or
	13	10	10 per month.
(d) Minors employed in the ladies' or the men's trade	1	10	0 per week.
(e) General assistants.			
Over 18	1	10	0 per week or
	6	10	0 per month.
Under 18	1	5	0 per week or
	5	8	4 per month.

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

(3) An employer and/or an employee shall not accept premium for the training of any person as a hairdresser.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a hairdresser (qualified) as defined under section 3 and/or is a minor such as is referred to in section 4 (1) (d) and/or an apprentice, unless the wage for a hairdresser (qualified) is paid, and such an employee shall for all purposes of this Agreement, be deemed to be a hairdresser (qualified).

(5) Nothing contained in this section 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.

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

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

(8) Every employer shall, during the currency of this Agreement, in addition to the wages prescribed in this section, on each pay-day pay to the employees cost of living allowance at the rates specified under War Measure No. 43 of 1942, as amended from time to time.

5. BETALING VAN LONE EN GEMAGTIGDE KORTINGS.

(1) Lone moet, na gelang van die geval, weekliks of maandeliks intant betaal word, tensy die werknemer se dienskontrak voor die gebruikelike betaaldag eindig, en in die geval moet lone onmiddellik by die beëindiging betaal word; die verskuldigde loon moet in 'n geslote kovert geplaas word, waarop die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling te doen word, alle bedrae wat kragtens hierdie Ooreenkoms afgetrek is, en die bedrag wat in die kovert ingesluit is, geskryf moet staan. Die besoldiging wat aan 'n los werknemer verskuldig is, moet by die beëindiging van elke dienskontrak aan hom betaal word.

(2) Geen korting van watter aard ook al, behalwe ondergeënde, kan van die bedrag wat aan 'n werknemer verskuldig is, maak is, word nie:—

- (a) Behoudens soos bepaal in artikel 7, wanneer 'n werknemer van sy werk af wegbly, 'n *pro rata* bedrag vir die tydperk van afwesigheid;
- (b) bydraes aan die raadsfonds ingevolge artikel 13 van hierdie Ooreenkoms;
- (c) ledigheid aan die „Southern Transvaal Branch of the S.A. Hairdressers Employees' Industrial Union”, ingevolge artikel 13 (2) van hierdie Ooreenkoms;
- (d) bydraes aan die Siektebystandfonds vir die Kappersbedryf, ingevolge klousule 22 van hierdie Ooreenkoms.

(3) Lone wat kragtens artikel 4 verskuldig is en alle ander besoldiging wat aan 'n werknemer wat op 'n weeklikse dienskontrak is, verskuldig is, moet op die Saterdag van elke week sedurende die maand om 12-uur middag betaal word, met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling p die voorafgaande besigheidsdag om 5.30 nm. gedoen moet word; as 'n werknemer op 'n maandelikse dienskontrak in diens is, moet die besoldiging wat kragtens hierdie Ooreenkoms aan hom verskuldig is, op die laaste dag van elke maand om 5.30 nm. aan hom betaal word, of om 12-uur middag ingeval die laaste dag 'n Saterdag is. Voorts met dien verstande dat as hierdie dag 'n daardie bepaalde maand nie 'n besigheidsdag is nie, die loon p die besigheidsdag wat hierdie dag onmiddellik voorafgaan, betaal moet word, of as hierdie dag 'n Saterdag is, dan op 12-uur middag op daardie dag.

(4) Betaling van lone moet geskied op die plek waar die werknemer werklik werksaam of in diens is op die tydperk van die betaling van lone.

6. WERKURE.

(1) Behoudens soos bepaal in subartikel (2) van hierdie artikel, an dit nie van 'n werknemer vereis word om—

- (a) langer as 46 uur in 'n week van ses werkdag in die mansbedryf te werk; en
- (b) langer as 45 uur in 'n week van ses werkdag in die damesbedryf nie,

n 'n werkgewer mag ook nie toelaat dat die werk voor die ure egin wat bepaal is in die aangehegte skale, of daarna eindig nie, t 'n onderbreking van een uur vir middagete wat tussen 12-uur middag en 2 nm. op Maandag tot Vrydag geneem moet word, en ierdie pouse moet nie as werktijd beskou word nie. Op Saterdag moet die werkure hoogstens vyf uur wees, en die werkgewer mag ie toelaat dat hierdie werk voor 8 vm. begin of na 1 nm. op ierdie dag eindig nie.

Tydrooster.

	Van	Tot
Mandag tot Vrydag	8.15 vm.	5.30 nm.
Saterdag	8.15 vm.	1.00 nm.
Damesbedryf.		
Mandag	8.30 vm.	5.10 nm.
Dinsdag	8.30 vm.	5.10 nm.
Woensdag	8.30 vm.	5.10 nm.
Donderdag	8.15 vm.	5.45 nm.
Vrydag	8.15 vm.	5.45 nm.
Saterdag	8.00 vm.	1.00 nm.

(2) Elke werkgewer moet op 'n duidelik sigbare plek in sy nrigting 'n tydrooster wat die name van sy werknemers voluit ermeld, vertoon. Daardie tydrooster moet voor 12-uur middag p die laaste werkdag van die week voor die week waarop die ydrooster betrekking het, opgeplak word en moet duidelik die anvangsuur van werk, die middageteonderbreking, en die akingsuur van elke werknemer aantoon.

(3) *Werkure moet aaneenlopend wees.*—Alle werkure van 'n erkner moet aaneenlopend wees, behalwe vir middagete.

(4) *Verbod op oortyd.*—'n Werknemer mag nie toegelaat word, n dit kan nie van hom vereis word om langer as die ure soos oorgeskryf in subartikels (1) en (2) te werk nie.

(5) Werkgewers is nie geregtig om hul persele buite die ure wat n artikel 19 van hierdie Ooreenkoms bepaal word, oop te hou nie, ehalwe vir die doel om hul persele skoon te maak of te lug.

(6) Geen werkgewer of werknemer mag werk vir beloning buite ie ure vasgestel in paragraaf (a), in die Kappersbedryf onderneem ie.

(7) 'n Onderbreking van minstens een uur vir 'n maaltid moet an alle werknemers toegestaan word tussen die ure 12-uur midag en 2 nm. op alle werkdag uitgesonderd Saterdag; met dien erstande dat dit van geen werknemer vereis of hy toegelaat kan ord om vir 'n aaneenlopende tydperk van meer as vyf uur onder 'n ononderbroke pouse van minstens een uur te werk nie, n vir die doel van hierdie voorbehoedsbepaling, word werktie at deur 'n pouse van minder as 'n uur onderbreek word, as aaneenlopend beskou.

5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS.

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

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

- (a) Save as provided in section 7 where an employee absents himself from work, a *pro rata* amount for the period of such absence.
- (b) Contributions to Council funds in terms of section 13 of this Agreement.
- (c) Subscriptions to Southern Transvaal Branch of the S.A. Hairdressers Employees' Industrial Union in terms of clause 13 (2) of this Agreement.
- (d) Contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 22 of this Agreement.

(3) Wages due in terms of section 4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the Saturday of each and every week during the month at 12 noon, provided that where Saturday is a public holiday payment shall be made on the previous business day at 5.30 p.m.; where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement on the last day of each and every month at 5.30 p.m. or at 12 noon in the event of such last day being a Saturday. Provided further that should such day of that particular month be other than a business day such wages shall be paid on the business day immediately preceding such day, or should such day be a Saturday then at 12 noon on that day.

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

6. HOURS OF WORK.

(1) Save as provided in sub-section (2) of this section an employee shall not be required to work—

- (a) in the men's trade for more than 46 hours during any week of six working days;
- (b) in the ladies' trade for more than 45 hours during any week of six working days;

nor shall an employer permit such work to commence before or terminate after the hours as laid down in the appended scales, with a break of one hour for lunch to be taken between 12 noon and 2 p.m. on Mondays to Fridays and such interval shall not be regarded as working time. On Saturdays the hours of work shall not be more than five hours nor shall an employer permit such work to commence before 8 a.m. or terminate after 1 p.m. on such days.

Time-table.

Men's Trade.	From	To
Mondays to Friday	8.15 a.m.	5.30 p.m.
Saturday	8.15 a.m.	1.00 p.m.
Ladies' Trade.		
Monday	8.30 a.m.	5.10 p.m.
Tuesday	8.30 a.m.	5.10 p.m.
Wednesday	8.30 a.m.	5.10 p.m.
Thursday	8.15 a.m.	5.45 p.m.
Friday	8.15 a.m.	5.45 p.m.
Saturday	8.00 a.m.	1.00 p.m.

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

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

(4) *Prohibition of Overtime.*—An employee shall not be permitted or required to work in excess of the number of hours prescribed in sub-sections (1) and (2).

(5) Employers shall not be entitled to keep their premises open outside the hours laid down in section 19 of this Agreement save and except for the purpose of cleaning or airing their premises.

(6) No employer or employee shall undertake any hairdressing work for gain outside the hours as laid down in paragraph (a).

(7) All employees shall be allowed a break of at least one hour for a meal between the hours of noon and 2 p.m. on all working days except on Saturday; provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, and for the purpose of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

7. JAARLIKSE VERLOF EN BETALING.

(1) Elke werknemer, behalwe 'n los werknemer, is geregtig tot verlof met volle betaling op alle openbare vakansiedae en moet daardie verlof toegestaan word en moet dit neem. Wanneer 'n openbare vakansiedag ook al binne die tydperk van jaarlikse verlof val, moet dié vakansiedag as 'n verdere tydperk van afwesigheidsverlof met volle betaling aan genoemde tydperk toegevoeg word.

(2) Elke werknemer, behalwe los werknemers, moet in elke jaar van sy diens by dieselfde werkgever, drie (3) agtereenvolgende weke verlof met volle betaling toegestaan word. Die drie weke verlof moet agtien (18) werkdag insluit.

As 'n werkgever se diens in 'n jaar voor die voltooiing van die jaar eindig, maar na voltooiing van een maand diens, moet die werkgever, tegelyk met die finale betaling van lone ooreenkomstig artikel 5 (1), vir elke volle week diens in die onvoltooide jaar een-sewentienste (1/17de) van die weekloon wat die werknemer by beëindiging van sy diens ontvang het, aan die werknemer betaal.

(3) Jaarlikse verlof moet geneem word op 'n tyd waartoe die werkgever en die werknemer ooreenkom, twee maande voordat daardie verlof verskuldig is, en moet in ieder geval deur die werkgever so toegestaan en deur die werknemer geneem word dat dit binne twee maande nadat dit verskuldig geword het, begin.

(4) As 'n werknemer se diens voor voltooiing van die diensjaar ten opsigte waarvan hy op jaarlikse verlof geregtig is, eindig, dan moet die werkgever aan die werknemer, tegelyk met die finale betaling van lone ooreenkomstig artikel 5 (1), vir elke volle week diens in die onvoltooide diensjaar 'n *pro rata* bedrag vir verlof, wat kragtens artikel 7 (2) verskuldig is, betaal. 'n Werknemer wat diensopsegging gegee of ontvang het, kan in plaas van hierdie betaling, vir die *pro rata* tydperk gedurende die diensopsegging, verlof met volle betaling gegee word en boonop betaling ten opsigte van enige balans wat vir vakansieverlof verskuldig mag wees, en hierdie vakansieverlofbetaling moet aan die Raad gestuur word vir uitbetaling aan die werknemer.

(5) Vir die doel van hierdie artikel, moet 'n werknemer se diensjaar ten opsigte waarvan hy op jaarlikse verlof geregtig is, beskou word as die tydperk van twaalf maande gereken van die datum van indiensneming af, of die datum waarop hy laas tot jaarlikse verlof geregtig geword het, watter ook al die jongste is.

(6) Die werkgever moet die Sekretaris van die Raad in kennis stel van die tyd en datum waarop die werknemer sy verlof moet neem en moet tegelykertyd die verloffbetaling wat aan die werknemer verskuldig is, vir uitbetaling aan die werknemer deur die Raad oormak. Daardie kennisgewing en oormaking moet die Sekretaris van die Raad minstens sewe dae voor die datum van die aanvang van die verlof bereik en kan in die sentrale gebied per kontant-tjek gedoen word. In alle ander gebiede moet betaling deur middel van 'n posorder of poswissel geskied.

(7) Vir die doel van hierdie artikel, word dit beskou dat die diens op die datum begin waarop die werknemer by die werkgever in diens getree het. Enige tydperk wat 'n werknemer ingevolge die bepaling van hierdie artikel met verlof afwesig is, of opleiding ingevolge die Zuid-Afrika Verdedigings Wet, 1912, ondergaan, of op las of op versoek van sy werkgever van sy werk afwesig is, of weens siekte van die werk afwesig is, word as diens beskou, maar enige tydperk van afwesigheid weens siekte van meer as 30 (dertig) dae in twaalf maande of van meer as drie agtereenvolgende dae, word nie as diens gereken as die werknemer in gebreke bly om 'n sertifikaat van 'n praktiserende geneesheer te toon dat hy weens siekte verhinder was om sy werk te doen nadat die werkgever dit geëis het nie.

(8) Geen werknemer mag gedurende afwesigheidsverlof met volle betaling, vir loon of ander vergoeding in die kappersbedryf werk nie.

(9) Elke vakleerling wat in die Kappersbedryf werk, is geregtig tot 12 (twaalf) dae siekteverlof met volle betaling gedurende 'n jaar diens; met dien verstande dat die vakleerling nie vir minder as 3 dae of vir meer as 7 dae gedurende enige afsonderlike tydperk van die werk afwesig is nie en aan sy werkgever 'n doktersertifikaat vir die ongesteldheid moet toon; voorts met dien verstande dat as 'n vakleerling vir minder as 3 dae afwesig is, geen siektebetaling verskuldig is nie en as hy vir meer as 7 dae afwesig is, slegs 7 dae se siektebetaling met inbegrip van die eerste 3 dae in hierdie tydperk verskuldig is. Die bepaling van hierdie subklousule is nie van toepassing op 'n vakleerling wat ooreengekom het om lid van die Siektebystandsfonds vir die Kappersbedryf ingevolge klousule 22 (10) van hierdie Ooreenkoms te word nie.

8. DIENSBEÏNDIGING.

'n Werknemer, uitgesonderd 'n los werknemer of sy werkgever moet minstens een week diensopsegging gee om sy dienskontrak te beëindig en hierdie diensopsegging word van krag op die gewone betaaldag; met dien verstande dat hierdie subartikel nie op 'n werkgever of 'n werknemer se reg inbreuk maak om die dienskontrak sonder kennisgewing te beëindig om 'n goeie rede wat wetlik as voldoende beskou word, of 'n ooreenkoms tussen 'n werknemer en sy werkgever wat voorsiening maak vir 'n diensopseggingstyd van gelyke duur aan albei kante en vir langer as een week nie; voorts met dien verstande dat 'n werknemer by die maand en sy werkgever minstens een maand diensopsegging moet gee.

9. SERTIFIKAAT VAN BEKWAAMHEID.

(1) Die Raad moet 'n komitee aanstel bestaande uit minstens vier lede, waarvan twee werkgevers en twee werknemers is, wat die eksamens, genoem in subartikels (2) en (3), moet afneem en aan die Raad aanbevelings moet doen vir die uitreiking van sertifikate van bekwaamheid.

7. ANNUAL LEAVE AND PAYMENT.

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

(2) Each employee, except casual employees, shall be granted in each year of his service with the same employer three (3) consecutive weeks' leave of absence on full pay. The three weeks' leave shall include eighteen (18) working days.

When in any year of an employee's service his employment terminated before the completion of the year but after the completion of one month's employment, the employer shall pay at the same time as the final payment of wages is made in terms of section 5 (1) to the employee for each completed week of employment in the uncompleted year one-seventeenth (1/17th) of a week's wages which the employee was receiving when his employment was terminated.

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

(4) When the service of an employee is terminated before the completion of a year's service in respect of which he is entitled to annual leave, the employer shall pay at the same time as the final payment of wages is made in terms of section 5 (1) to the employee for each completed week of employment in the uncompleted year a *pro rata* amount for leave due in terms of section 7 (2). An employee who has given or received notice to terminate his services may instead of such payment be given leave of absence on full pay for the *pro rata* period during the currency of such notice, and in addition thereto be paid in respect of a balance due for holiday leave which holiday pay shall be forwarded to the Council for payment to the employee.

(5) For the purpose of this section, an employee's year of service for which he shall be entitled to such annual leave shall be deemed to be the period of twelve months calculated from engagement or from the date on which he last became entitled to annual leave, whichever is the later.

(6) The employer shall notify the Secretary of the Council the time and date on which such employee shall take his leave and remit at the same time the holiday pay due to the employer for payment by the Council to such employee. Such notification and remittance shall reach the Secretary of the Council at least seven days before the date when such leave begins and may be made in the central area by cash cheque. In all other areas payment shall be made by postal or money order.

(7) For the purpose of this section, employment shall be deemed to commence from the date on which the employee entered the employer's service. Any period during which an employee is on leave in accordance with the provisions of this section or is undergoing training under the South Africa Defence Act, 1912, or absent from work on the instruction or at the request of the employer or is absent from work owing to illness, shall be deemed to be employment, but any period of absence owing to illness in excess of thirty (30) days in any twelve months or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness from doing his work, shall not be deemed to be employment.

(8) No employee shall work in the hairdressing trade for wages or other consideration while on leave of absence on full pay.

(9) Every apprentice employed in the Hairdressing Trade shall be entitled to 12 (twelve) days' sick leave on full pay, in any one year of service, provided that such apprentice shall not be absent from work for less than 3 days or more than 7 days in any one period of illness and shall produce to his employer a medical officer's certificate for such illness; provided further that if an apprentice is absent for less than 3 days no sick pay shall be payable and if absent for more than 7 days only 7 days' sick pay is due including the first 3 days in such period. This provision of this sub-clause shall not apply to an apprentice who has agreed to become a member of the Hairdressing Trade Society Benefit Fund in accordance with clause 22 (10) of this Agreement.

8. TERMINATION OF SERVICE.

An employee other than a casual employee or his employer shall give not less than one week's notice, such notice to take effect from the ordinary pay day, to terminate his contract of service; provided that this sub-section shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by Law as sufficient, or any agreement between an employee and his employer which provides for a period of notice of equal duration on both sides and for longer than one week; provided further that monthly employee and his employer shall give not less than one month's notice.

9. CERTIFICATE OF COMPETENCY.

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

(2) Wanneer 'n werkgewer of 'n werknemer aansoek doen n 'n sertifikaat van bekwaamheid, moet hy saam met die insoek 'n bedrag van £1. 10s. aan die Raad stuur (deur ssekkoms van die Sekretaris), wat—

- (a) die applikant moet versoek om eksamen te doen; of
- (b) hom daarvan moet oortuig dat die applikant, as gevolg van sy jare ondervinding, op so 'n sertifikaat geregtig is en wanneer tot bevrediging van die Raad bewys word dat die applikant bekwaam is, moet die Raad die sertifikaat uitreik.

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

10. BUITEWERK.

'n Werkgewer mag nie vir eie rekening, of ten behoeve van nge ander persoon as sy werkgewer—

- (1) bestellings vir werk werf of aanneem, of werk in die kappersbedryf onderneem, of
- (2) handeldryf in toiletbenodighede vir verkoop, wins of beloning

rwyl die werknemer by 'n werkgewer in die kappersbedryf diens is nie.

11. VERTONING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die epassing van hierdie Ooreenkoms en kan vir die leiding van erkgewers en werknemers' menings uitvaardig wat nie met e bepalings daarvan in stryd is nie.

(2) Enige geskil wat in die bedryf ontstaan, moet na die aad verwys word vir behandeling volgens sy konstitusie.

12. VRYSTELLING.

(1) Die Raad kan vrystelling om enige goeie en voldoende rede n opsigte van enige persoon van eengeen van die bepalings van die Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie ystelling ingevolge die bepalings van subartikel (1) van hierdie tikel verleen word, die voorwaardes vasstel waarop sodanige ystelling verleen word en die tydperk waarvoor die vrystelling in krag is; met dien verstande dat die Raad, nadat een week riftelik kennis aan die betrokke persoon gegee is, na goed- nke enige vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan ie vrystelling ooreenkomstig die bepalings van subartikel (1) n hierdie artikel verleen word, 'n vrystellingsertifikaat, deur om onderteken, uitreik wat vermeld—

- (a) die naam van die betrokke persoon, voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) van elke sertifikaat wat uitgereik word, 'n afskrif bewaar- en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur;
 - (b) indien die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

3. UITGAWES VAN DIE RAAD, LEDEGELDE AAN DIE SOUTHERN BRANCH OF THE S.A. HAIRDRESSERS EMPLOYEES INDUSTRIAL UNION EN DIE WITWATERSRAND MASTER HAIRDRESSERS' ASSOCIATION.

(1) Om die uitgawes van die Raad te dek, moet elke werk- wer 1s. per week aftrek van die verdienste van elkeen van sy erkners, behalwe vakleerlinge, algemene assistente en underjariges genoem in artikel 4 (1) (d) en (e), vir wie minimum ne in hierdie Ooreenkoms voorgeskryf word, en 3d. van elke e werknemer ten opsigte van elke week waarin hy by daardie erkgewer in diens was. By die totale bedrag aldus afgetrek, oet die werkgewer 'n gelyke bedrag voeg en die totale bedrag andeliks uiters die 7de dag van elke maand aan die Sekretaris an die Raad, Shakespeare-gebou 22-24, Commissionerstraat 114, f posbus 1201, Johannesburg, stuur in die vorm soos voorgeskryf i Aanhangsel A van hierdie Ooreenkoms.

(2) Elke werkgewer wat lid van die Witwatersrand Master hairdressers' Association is, moet ingevolge hierdie Ooreen- oms van die maand- of werklone van sy werknemers (behalwe akleerlinge) wat lede van die Vakverenigings is, die bedrag van ie ledegeld aftrek wat aan dié vakvereniging betaalbaar is en it maandeliks, uiters die 7de dag van elke maand, aan die ekrataris van die Raad, Shakespeare-gebou 22-24, Commissioner- straat 114, of posbus 1201, Johannesburg, stuur, in die vorm os voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(3) Elke werkgewer wat lid van die Witwatersrand Master hairdressers' Association is, moet 1/12de van sy jaarlikse degeld uiters die 7de dag van elke maand aan die Sekretaris an die Raad, Shakespeare-gebou 22-24, Commissionerstraat 14, of Posbus 1201, Johannesburg, stuur, in die vorm soos oorgeskrif in Aanhangsel A van hierdie Ooreenkoms.

(2) Whenever an employer or an employee applies for a certificate of competency he shall forward with such application the sum of £1. 10s. to the Council (through the Secretary) which shall—

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

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

10. OUTWORK.

An employee shall not—

- (1) solicit or take orders for or undertake work in the hair-dressing trade, or
- (2) engage in trading in toilet requisites for sale, gain or reward, on his own account or on behalf of any person or from any other person, other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

11. INTERPRETATION OF AGREEMENT.

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

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

12. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any persons granted exemption under the provisions of sub-section (1) of this section, conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deem fit, after one week's notice, in writing, has been given to the persons concerned, withdraw any licence of exemption.

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

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

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;
- (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

13. EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE SOUTHERN TRANSVAAL BRANCH OF THE S.A. HAIRDRESSERS EMPLOYEES' INDUSTRIAL UNION AND WITWATERSRAND MASTER HAIRDRESSERS' ASSOCIATION.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct one shilling per week from the earnings of each of his employees, except apprentices, general assistants and minors referred to in section 4 (1) (d) and (e) for whom minimum wages are prescribed in this Agreement, and 3d. from each casual employee in respect of each week during which he was employed by that employer. To the total amounts so deducted the employer shall add a like amount and remit month by month the total sum to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agree- ment.

(2) Every employer who is a member of the Witwatersrand Master Hairdressers' Association shall, by authority of this Agreement, deduct from the monthly or weekly wage of his employees, other than apprentices, who are members of the trade union the amount of subscriptions payable to such union and remit same month by month to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month, in the form prescribed in Annexure "A" to this Agree- ment.

(3) Every employer who is a member of the Witwatersrand Master Hairdressers' Association shall remit 1/12th of his annual fees to the Secretary of the Council, 22-24 Shakespeare House, 114 Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agreement.

14. VERTONING VAN OOREENKOMS.

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

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

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

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

(3) In die geval van 'n vennootskap, moet, benewens die besonderhede vereis ingevolge subartikel (1), die name van al die vennote voluit verstrek word.

(4) In die geval van 'n vennootskap met beperkte aanspraaklikheid, moet onderstaande besonderhede verstrek word bo en behalwe die besonderhede vereis ingevolge subartikel (1):—

- (i) Die name van die direkteure voluit, die naam van die persoon voluit wat werklik in beheer is oor elke tak van die besigheid;
- (ii) die adres van die geregistreerde kantore van die maatskappy;
- (iii) die naam van die sekretaris van die maatskappy en alle ander ampsdraers van die maatskappy voluit.

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

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

16. AGENTE.

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

17. LIDMAATSAP.

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

Geen werkgewer wat lid van die werkgewersorganisasie is, mag sonder voorlegging van 'n geldige lidmaatskap kaart van die Southern Transvaal Branch of the South African Hairdressers' Employees' Industrial Union 'n werknemer in diens neem nie.

Die bepalings van hierdie artikel is nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van die aanvang van sy diens in die bedryf geweer het om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik in werking tree.

Die bepalings van hierdie klousule is nie van toepassing op persone wat nie kragtens die vakvereniging se konstitusie vir lidmaatskap in aanmerking kom of wat lidmaatskap geweer of uit die vakvereniging uitgesit is nie.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aanvange van sy werknemers wat verteenwoordigers of plaasvervangers op die Raad is alle redelike geleentheid verskaf om hul pligte in verband met die Raad se werk te vervul.

19. WERKENDE WERKGEWERS.

Alle werkende werkgewers wat die Kappersbedryf uitoefen, moet die ure wat in hierdie klousule vasgestel word, nakom:—

Maandae tot Vrydae: 8 vm. tot 6 nm.

Saterdag: 8 vm. tot 1 nm.

20. KONTOLE OOR PERSELE.

(1) Geen werkgewer mag die kappersbedryf uitoefen in persele—

- (a) wat nie voldoende verlë en geventileer is en nie 'n voldoende koue- en warmwaterleiding het nie;
- (b) wat nie met verglaasde wasbakke met afleipype en 'n stelsel om afloopwater op onskadelike wyse af te voer, toegerus is nie;

14. EXHIBITION OF AGREEMENT.

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

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

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

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

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

16. AGENTS.

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

17. MEMBERSHIP.

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

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

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

The provisions of this clause 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 expelled from, the union.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. WORKING EMPLOYERS.

All working employers engaged in the Hairdressing Trade shall observe the hours as laid down in this clause:—

Mondays to Fridays ... 8 a.m. to 6 p.m.
Saturdays ... 8 a.m. to 1 p.m.

20. CONTROL OF PREMISES.

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

- (a) which are not adequately lighted and ventilated and provided with an adequate supply of cold and hot running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;

- (c) waarvan die mure en die vloere nie gemaak is van materiaal wat maklik skoongemaak kan word nie;
- (d) wat toegerus is met rakke, monterings en ander toebehore wat nie van glas, marmer of lei gemaak is of met enenmel afgewerk of met sink of ander duursame materiaal wat maklik skoongemaak kan word, bedek is nie;
- (e) waarvan enige gedeelte gebruik word as 'n slaapplek of 'n plek vir die bewaring of bereiding van kos nie, tensy die afdeling wat vir die kappersbedryf gebruik word van sodanige afdeling of plek geskei is deur 'n muur of mure wat geen deure, vensters, openings of ander verbindings daarmee het.

21. VERSKAFING VAN UITRUSTING.

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

- (a) in die damesbedryf—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie elektries nie);
 - (v) oorpakke;
- (b) in die mansbedryf—
 - (i) knippers (nie elektries nie);
 - (ii) skêre;
 - (iii) skeermesse;
 - (iv) nekborsel;
 - (v) kamme;
 - (vi) jasse;
- (c) ingeval die werkgewer 'n „kleurskema” in jasse en oorpakke ingevoer het wat aanpas by die kleurskema van sy salon, moet hy die vereiste jasse en oorpakke aan sy assistente verskaf.

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

- (a) minstens een ontsmettingskassie wat te alle tye 'n oplossing van minstens 40 persent formalien bevat vir die ontsmetting van alle gereedskap, behalwe skeerkwaste;
- (b) 'n antiseptiese bak wat 'n oplossing van formalien in die verhouding van 'n halwe gelling water op twee ons formalien bevat vir die ontsmetting van skeerkwaste;
- (c) minstens twee skeerkwaste sodat een kwas wat nie gebruik word nie, in die antiseptiese bak gehou kan word;
- (d) 'n skoongewaste handdoek vir elke klant vir gebruik deur die werknemer;
- (e) vloeiibare poeier- of buisep of skeerroom;
- (f) 'n voorraad skoon papier om die gereedskap en veral die skeermes skoon te maak nadat dit op die riem skerp gemaak is;
- (g) bioedstelpingsmiddel in die vorm van poeier of vloeistof om as sproeimiddel of op 'n vars skoon proppe watte gebruik te word;
- (h) 'n vergaarbak met deksel om alle vuil papier en watte en hare na elke behandeling op te vang.

22. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds gestig wat bekend staan as die Siektebystandfonds vir die Kappersbedryf, hierna „die fonds” genoem.

(2) Die fonds moet gebruik word om geneeskundige, siekten- en oogheekundige bystand tydens siekte aan lede op wie die Ooreenkoms van toepassing is, te verleen.

(3) (a) Die fonds word gefinansier uit bydraes ingevolge paragrawe (b) en (c) van hierdie subartikel.

(b) Vir doeleindes van die fonds moet elke werkgewer elke week onderstaande bedrae van die lone van elk van sy weekliks betaalde werknemers aftrek:—

- (i) 2s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £7. 18s. per week of meer is;
- (ii) 1s. 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £5. 2s. 6d. per week of meer is, maar hoogstens £7. 17s. 11d. per week;
- (iii) 1s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £2. 17s. 9d. per week of meer is, maar hoogstens £3. 11s. 6d. per week;
- (iv) 9d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £1. 19s. 4d. per week of meer is, maar hoogstens £2. 17s. 8d. per week;
- (v) 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum lone £1. 19s. 3d. per week is, maar nie minder as £1. 5s. per week is nie.

In die geval van maandeliks betaalde werknemers, moet die aftrekkings maandeliks geskied en moet 4 maal die weeklikse bydraes wat hierbo gespesifiseer word, bedra.

(c) Elke werkende werkgewer moet 2s. per week namens homself bydra.

(d) By die totaal aldus ingevorder ingevolge subartikel (3) (b) van hierdie artikel, moet die werkgewer 'n gelyke bedrag voeg en maandeliks alle invorderings ingevolge subartikels (3) (a), (b) en (c) van hierdie artikel uiters die 7de dag van elke maand, sonder kommissie, aan die Sekretaris van die Raad, Posbus 1201, of Shakespeare-gebou 22-24, stuur, in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

- (c) the walls and floors of which are not constructed of material which will permit of their being easily kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
- (e) any portion of which is used as a sleeping apartment or a place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

21. PROVISION OF EQUIPMENT.

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

- (a) in the ladies' trade—
 - (i) curling tongs;
 - (ii) scissors;
 - (iii) combs;
 - (iv) clippers (not electric);
 - (v) overalls;
- (b) in the gentlemen's trade—
 - (i) clippers (not electric);
 - (ii) scissors;
 - (iii) razors;
 - (iv) neck brush;
 - (v) combs;
 - (vi) coats.
- (c) in cases where the employer has instituted a “colour scheme” in coats and overalls fitting in with the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants.

(2) An employer shall provide each hairdresser (qualified) with—

- (a) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent. formalin for the purpose of sterilizing all tools, other than shaving brushes;
- (b) an antiseptic bath containing a solution of formalin in the proportion of $\frac{1}{2}$ gallon of water to two ounces of formalin for the purpose of sterilizing shaving brushes;
- (c) at least two shaving brushes so as to allow for the one brush, not in use, to be kept in the antiseptic bath;
- (d) a freshly laundered towel for the use of the employee with each customer;
- (e) liquid, powdered or tube soap or shaving cream;
- (f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;
- (g) styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool;
- (h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

22. SICK BENEFIT FUND

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

(2) The fund shall be used for the purpose of providing medical, sickness and optical benefits to members to whom this Agreement applies, during periods of sickness.

(3) (a) The fund shall be financed by contributions in terms of paragraphs (b) and (c) of this sub-section.

(b) For the purpose of the fund every employer shall each week deduct the following amounts from the wages of each of his weekly paid employees—

- (i) 2s. per week for all employees for whom the prescribed minimum wages are £7. 18s. per week or more;
- (ii) 1s. 6d. per week for all employees for whom the prescribed minimum wages are £5. 2s. 6d. per week or more, but not exceeding £7. 17s. 11d. per week;
- (iii) 1s. per week for all employees for whom the prescribed minimum wages are £2. 17s. 9d. per week or more, but not exceeding £3. 11s. 6d. per week;
- (iv) 9d. per week for all employees for whom the prescribed minimum wages are £1. 19s. 4d. per week or more, but not exceeding £2. 17s. 8d. per week;
- (v) 6d. per week for all employees for whom the prescribed minimum wages are £1. 19s. 3d. per week, but not below £1. 5s. per week.

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

(c) Every working employer shall contribute 2s. per week on his own behalf.

(d) To the total so collected under sub-section (3) (b) of this section, the employer shall add a like amount and remit month by month “free of exchange”, all collections under (3) (a), (b) and (c) of this section to the Secretary of the Council, P.O. Box 1201, or 22-24 Shakespeare House, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(4) Behoudens soos bepaal in subartikel (5) en die reglement vir die beheer van die fonds, is 'n lid wat 'n ongeluk oorkom, of wat siek word nadat hy oor 'n tydperk van 13 weke aan die fonds bygedra het, geregtig tot—

- (i) geneeskundige behandeling met inbegrip van die koste van X-straalondersoeke, operasie, inspuitings, ondersoeke deur spesialiste, narkotieseurgelde en gelde vir hospitaal- en verpleeginrigtings;
- (ii) lewering van medisyne, geneesmiddels, salf, verbande en wasmiddels by voorlegging van 'n voorskrif deur 'n geneesheer van die fonds onderteken.
- (iii) siektebetaling wat gelyk is aan die helfte van die loon en lewenskostetoeleas wat in die Ooreenkoms vir die lid voorgeskryf word, ten opsigte van enige tydperk van tydperke waarin hy weens siekte of ongeluk verhinder word om sy gewone loon te verdien, maar hoogstens vir 'n totale tydperk van agt weke binne 'n aaneenlopende tydperk van 12 maande gereken van die datum waarop hy siek geword het of 'n ongeluk oorgekom het;
- (iv) een bril in elke vier jaar van lidmaatskap; met dien verstande dat hy minstens een jaar lid was ooreenkomstig die bepalings van die fonds, voordat die eerste bril verskaf is; en voorts met dien verstande dat die oë-ondersoek en uitreiking van 'n bril in elke geval deur die fonds se geneesheer aanbeveel word;

met dien verstande dat—

- (a) geen lid tot siektebetaling vir die eerste drie dae siekte geregtig is nie;
 - (b) in die geval van ongelukke net die bystand betaal moet word waarop nie kragtens die Ongevallewet, 1941, aanspraak gemaak kan word nie.
- (5) Die fonds se uitbetalings ten opsigte van siektebetaling word gestaak as die bedrag tot krediet van die fonds benede £100 daal en die betaling van verdere bystand word nie hervat voordat die bedrag tot krediet van die fonds weer die syfer van £200 bereik het nie.
- (6) Die fonds word bestuur deur 'n beheerraad wat bestaan uit drie werkgewersvertegenwoordigers en drie werknemersvertegenwoordigers wat deur die Nywerheidsraad aangestel word. Die beheer moet gevoer word in ooreenstemming met die reëls wat deur die beheerraad opgestel word en deur die Raad goedgekeur is. Die reëls mag nie strydig met die bepalings van hierdie artikel wees nie en kan met goedkeuring van die Raad deur die beheerraad gewysig word. 'n Afskrif van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word en afskrifte moet ook in die hoofkantoor van die Raad beskikbaar wees vir insae deur enige persoon wat in die bedryf werksaam is.
- (7) (a) Alle geld wat in die fonds inbetaal word, moet gestort word op 'n spesiale bankrekening wat geopen is by 'n bank wat deur die Raad goedgekeur is.
- (b) Alle tjeks wat op die fonds se rekening getrek word, moet deur die Voorsitter, Ondervoorsitter en die Sekretaris van die Raad geteken word.
- (c) Surplusgelde in die fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas word, of kan in Uniënieningsertifikate befê word; met dien verstande dat voldoende geld in sodanige likwiede vorm beskikbaar gehou moet word wat die bestuur in staat stel om alle eise op die fonds op aanvraag te voldoen.
- (d) Alle koste wat in verband met die beheer van die fonds gemaak word, staan op rekening van die fonds.

(8) 'n Beroepsouditeur of ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen 'n honorarium waarvoor die raad besluit. Die ouditeur of ouditeurs moet die rekenings van die fonds, nadat die fonds met uitbetaling van bystand begin het, minstens eenmaal per jaar en uiters die 30ste Mei van elke jaar, ouditeer en 'n staat opstel wat onderstaande aantoon:—

- (a) Alle gelde wat ontvang is—
 - (i) ingevolge subartikel (3) hiervan;
 - (ii) uit enige ander bron; en
- (b) uitbetalings gedoen onder alle hoofde gedurende die tydperk geëindig op die voorafgaande 30 April, tesame met 'n staat wat die bate en laste van die fonds aantoon. Gewaarmerkte afskrifte van hierdie state wat deur die voorsitter van die beheerraad mede-onderteken is, en die ouditeur se verslag daaroor, moet in die Raad se kantoor beskikbaar wees vir insae deur persone wat die Kappersbedryf uitoefen of daarby in diens is; hierdie persone het die reg om afskrifte daarvan of uittreksels daaruit te maak. Gewaarmerkte afskrifte van beide die state en die ouditeur se verslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(9) Indien hierdie Ooreenkoms weens verloop van tyd of enige ander rede verstryk, moet die fonds verder deur die beheerraad bestuur word totdat dit deur die Raad gelikwiede of oorgedra word aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds gestig is.

(4) Subject to the provisions of sub-section (5) and to the rules governing the administration of the fund, a member who meets with an accident or becomes ill shall be entitled after he has contributed towards the fund for a period of 13 weeks, to—

- (i) medical attention including the cost of X-ray examinations, operations, injections, specialists investigations, anaesthetic fees, hospital and nursing home fees;
- (ii) supplies on the authority of a prescription signed by a medical officer of the fund, of medicines, drugs, ointments, bandages and lotions;
- (iii) sick pay equivalent to half the wages and cost of living allowance prescribed in the Agreement for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of 8 weeks within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident;
- (iv) one pair of spectacles in every four years membership provided that his membership in compliance to the fund is not less than one calendar year before the first pair of spectacles is supplied, and provided further that the eye-sight examination and issue of spectacles is in each instance recommended by the funds medical practitioner.

Provided that—

- (a) no member shall be entitled to sick pay in respect of the first three days of sickness;
 - (b) in cases of accident only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941.
- (5) Disbursements from the fund in respect of sick pay shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of £200.
- (6) The fund shall be administered by a management board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The Administration shall be in accordance with the rules to be drawn up by the board, and approved of by the Council. The rules shall not be inconsistent with the provisions of this section and may, with the approval of the Council, be amended by the Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the head office of the Council, for inspection by any person engaged in the trade.
- (7) (a) All moneys paid into the fund shall be deposited in a special banking account to be opened at a bank and/or institution approved of by the Council.
- (b) All cheques drawn on the fund's account shall be signed by the Chairman, Vice-Chairman and by the Secretary of the Board.
- (c) Surplus money in the fund may be placed on deposit with a building society approved by the Management Board or may be invested in Union Loan Certificates, provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.
- (d) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.
- (8) A professional auditor or auditors shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The auditor or auditors shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 30th May in each year and prepare a statement showing—

- (a) all moneys received—
 - (i) in terms of sub-section (3) hereof;
 - (ii) from any other sources; and
- (b) expenditure incurred under all headings, during the period ended 30th April preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be countersigned by the chairman of the management board, and the auditor's reports thereon shall be available for inspection at the Council's office, to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by the management board, until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(10) Ingeval van ontbinding van die Raad of ingeval hy gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, ophou met werk, moet die beheerraad voortgaan met die fonds te beheer en die lede van die beheerraad wat bestaan op die datum waarop die Raad ophou met werk of ontbind word, moet vir daardie doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat op die beheerraad ontstaan, deur die Minister gevul kan word uit werkgewers, of, na gelang van die geval, werknemers om die gelykheid van werkgewers- en werknemersverteenvoordigers en van plaasvervangers in die lidmaatskap van die beheerraad te verseker. Ingeval sodanige beheerraad nie in staat is omwillig is om sy werk te verrig, of wanneer 'n staking van stemme op die beheerraad ontstaan wat na die mening van die Minister die beheer van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die beheerraad se werk te verrig wat vir sodanige doeleindes al die bevoegdhede van die beheerraad besit. By verstryking van hierdie Ooreenkoms, moet die fonds, na gelang van die geval, deur die beheerraad of die kuratore gelikwedeer word op die wyse uiteengesit in subartikel (11) van hierdie artikel, en indien by die verstryking die sake van die Raad reeds afgewikkel en sy bates verdeel is, dan moet die balans van hierdie fonds verdeel word soos bepaal in artikel 34 (4) van die Wet, asof dit deel aan die algemene fonds van die Raad vorm.

(11) By likwidasië van die fonds kragtens subartikel (1) van hierdie artikel moet die geld wat tot krediet van die fonds bly na betaling van alle eise teen die fonds, met inbegrip van likwidasië- en administrasiekoste, aan die fonds van die Raad uitbetaal word.

(12) Die bepaling van hierdie klousule is nie op 'n vakleerling van toepassing nie, tensy hy toestem om lid van die fonds te word, deur ondertekening van 'n aftrekorder in die vorm van Aanhangsel B van hierdie Ooreenkoms en indiening van dié aftrekorder, tesame met die duplikaat, by sy werkgewer. Hierdie oorspronklike aftrekorder moet deur die werkgewer behou word en die duplikaat moet aan die Sekretaris van die Raad gestuur word tesame met die eerste bydrae namens die vakleerling. Met ingang van die datum waarop genoemde aftrekorder by die werkgewer ingedien word, is die bepaling van klousule op genoemde vakleerling van toepassing, met dien verstande dat enige bystand wat kragtens klousule 7 (9) aan genoemde vakleerling verleen mag wees ten opsigte van enige tydperk van diens aftrek moet word van bystand wat aan hom gedurende dieselfde tydperk stande dat wanneer genoemde vakleerling genoemde aftrekorder kragtens hierdie klousule betaalbaar is, en voorts met dien ver- te eniger tyd intrek, hy met ingang van die datum van daardie intrekking weer sal begin kwalifiseer vir verlofbystand kragtens klousule 7 (9).

Namens die partye in Johannesburg onderteken op hede die 11de dag van Oktober 1951.

S. DUR,
Voorsitter van die Raad.
N. P. WARE,
Ondervoorsitter van die Raad.
A. D. ZAKAR,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE KAPPERSBEDRYF (WITWATERSRAND).

MAANDELIKSE OPGAWE DEUR WERKGEWER.

Aan die Sekretaris,
Nywerheidsraad vir die Kappersbedryf,
Shakespeare-gebou 22-24,
Commissionerstraat,
Johannesburg.

Posbus 1201,
Foon 33-9375.

Werknemers se Bydraeskaal.

Gekwalifiseerde man—		Los werknemers (Manlik of vroulik)—	
Siektebystand.....	2s. per week.	Raad.....	3d. per week.
Raad.....	1s. per week.	Algemene helpers—	
Vakvereniging.....	6s. per maand.	Siektebystand....	6d. per week.
Gekwalifiseerde Vrou—		Ontvangklerke—	
Siektebystand.....	1s. 6d. per week.	Siektebystand....	1s. per week.
Raad.....	1s. per week.	Raad.....	1s. per week.
Vakvereniging.....	4s. per maand.	Vakvereniging....	2s. 6d. per maand.

SLEGS VIR KANTOORGEBRUIK.
Maand.....
Kwintansie No.....
Beampte.....

Werkgewers se Bydraeskaal.

Vir 'n gekwalifiseerde man—	
Siektebystand.....	2s. per week.
Raad.....	1s. per week.
Vir 'n gekwalifiseerde vrou—	
Siektebystand.....	1s. 6d. per week.
Raad.....	1s. per week.
Vir 'n ontvangklerke—	
Siektebystand.....	1s. per week.
Raad.....	1s. per week.
Vir elke vennoot—	
Siektebystand.....	2s. per week.
Vir elke naturel—	
Siektebystand.....	6d. per week.

HIERDIE OPGAWE MOET BY DIE SEKRETARIS INGEDIEN WORD VOOR OF OP DIE 7DE DAG VAN ELKE

OPGAWE vir die maand.....19.....

MAAND WAT VOLG OP DIE MAAND WAARVOOR HIERDIE OPGAWE INGEVUL IS.

NAAM VAN SALON..... ADRES VAN SALON..... POSBUS..... FOON No.....

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND EN VEREENIGING).

MONTHLY RETURN BY EMPLOYER.

To the Secretary,
Industrial Council for the Hairdressing Trade,
22-24 Shakespeare House,
Commissioner Street,
Johannesburg.

P.O. Box 1201,
Phone 33-9375.

FOR OFFICE USE ONLY.

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

Employees' Scale of Contribution.			Employers' Scale of Contribution.		
Qualified Male—		Casual Hands (Male or Female)—	For a Qualified Male—		
Sick Benefit.....	2s. per week.	Council.....	3d. per week.	Sick Benefit.....	2s. per week.
Council.....	1s. per week.	General Assistants—		Council.....	1s. per week.
Union.....	6s. per month.	Sick Benefits.....	6d. per week.	For a Qualified Female—	
Qualified Female—		Receptionists—		Sick Benefit.....	1s. 6d. per week.
Sick Benefit.....	1s. 6d. per week.	Sick Benefit.....	1s. per week.	Council.....	1s. per week.
Council.....	1s. per week.	Council.....	1s. per week.	For a Receptionist—	
Union.....	4s. per month.	Union.....	2s. 6d. per month.	Sick Benefit.....	1s. per week.
				Council.....	1s. per week.
				For each Partner—	
				Sick Benefit.....	2s. per week.
				For each Native—	
				Sick Benefit.....	6d. per week.

THIS RETURN MUST BE LODGED WITH THE SECRETARY BY NOT LATER THAN THE 7TH DAY OF EACH

RETURN for the Month of 19 AND EVERY MONTH, SUCCEEDING THE MONTH FOR WHICH THIS RETURN IS COMPLETED.

NAME OF SALOON ADDRESS OF SALOON P.O. BOX No. PHONE No.

Naam van werknemer.	Geslag.	Loon per week of maand.	Gekwalifiseerde G. Loos—L. Vakl. A.	Vakverenigingsnommer.	Wit. Master Lede-geld, £3. 3s. 5s. 3d. p.m.	Betaling vir vakansie.	Werknemer se bydrae elke Saterdag.		Werkgewer se bydrae elke Saterdag.		TOTAAL.
							Aan vakver-enigings lede-geld.	Aan nywer-heids-raad.	Aan Siekte-bystand-fonds.	Aan nywer-heids-raad.	
INDIEN NIE GENOEG PLEK NIE GEBRUIK DAN KEERSY.						TOTAAL					

Name of Emp.oyee.	Sex.	Rate of Pay per Week or Month.	Qualified Q. Casual, C. Appy. A.	Union No.	Wit. Master Subs., £3. 3s. 5s. 3d. p.m.	Holiday Pay.	Employees' Contribution for each and every Saturday.		Employers' Contribution for each and every Saturday.		TOTAL.
							To Union Subs.	To Industrial Council.	To Sick Benefit Fund.	To Industrial Council.	
IF NOT ENOUGH SPACE, USE REVERSE SIDE.						TOTAL f					

AANHANGSEL B.

(Moet in duplo ingevul word.)

Adres.

19

Aangesien ek, (naam van vakleerling voluit) toegestem het om lid van die Siektebystandfonds van die Kappersbedryf te word, verleen ek hierby magtiging aan my werkgewer, mnr.

van (Naam en adres van werkgewer).

om die bydraes wat deur my aan genoemde fondse betaalbaar is, namens my aan die Sekretaris van die Nywerheidsraad vir die Kappersbedryf (Witwatersrand) tot nader kennisgewing te betaal, en om die saldo van my besoldiging op die gewone manier aan my te betaal.

Handtekening van Vakleerling.

Handtekening van Voog indien Vakleerling minderjarig is.

ANNEXURE B.

(To be completed in duplicate.)

Address.

19

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

of (Name and address of employer.)

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

Signature of Apprentice.

Signature of Guardian if Apprentice is a minor.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENINGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protectoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBIE AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoordigers het, lysie van handelsnavrac, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

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