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*Alle Proklamasies, Goewermements- 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.*

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 449.]

[27 Februarie 1953.]

*NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, PRETORIA.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Haarkappers-bedryf van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;
- (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) (e) tot en met 15 en 19 tot en met 21 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing, en vir die tydperk wat drie jaar na genoemde tweede Maandag, eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrik Pretoria; 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) (b), 5 (2) (e) tot en met 8 en 10 tot en met 15 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar na genoemde tweede Maandag, in die magistraatsdistrik Pretoria, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomschrywing 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. 449.]

[27-February 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, PRETORIA.

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 appears 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 three years from the said second Monday, upon the employers' organizations and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization 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) (e) to 15 (inclusive) and 19 to 21 (inclusive) of the said Agreement shall be binding from the said second Monday after publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the magisterial area of Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the magisterial area of Pretoria, and from the second Monday after publication of this notice, and for the period ending three years from the said Monday, the provisions contained in clauses 1, 3 to 5 (2) (b) (inclusive), 5 (2) (e) to 8 (inclusive) and 10 to 15 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression “employees” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit deur die

„Pretoria Master Hairdressers' Association”

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

„S.A. Hairdressers Employees' Industrial Union (Northern Transvaal Branch)”

vroeër bekend as die

„Transvaal Hairdressers Employees' Union (Pretoria Branch)”

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

wat die partye is by die Nywerheidsraad vir die Haarkappers-bedryf (Pretoria).

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die haarkappersbedryf in die munisipale gebied Pretoria nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is; met dien verstande dat dit op vakleerlinge alleen van toepassing is vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige voorwaardes ingevolge daarvan vasgestel, in stryd is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasgestel word, en bly van krag vir 'n tydperk van drie jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in dié Wet; enige verwysing na 'n wet of ordonnansie sluit enige wysiging van die wet of ordonnansie in, en behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy dit in stryd is met die samehang, beteken—

„Wet” die Nywerheid-versoeningswet, No. 36 van 1937;

„vakleerling”, 'n werknemer wat in diens is ingevolge 'n vakleerlingskapkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of as geregistreer beskou word; „gekwalfiseerde haarkappersassistent”, 'n werknemer, buiten 'n vakleerling, wat kragtens die Wet op Vakleerlinge, 1944, in die leer geplaas is, wat een of meer van die werksortte verrig wat in hierdie woordbepalings as toilet dienste omskryf word en wat—

(a) 'n vakleerlingskap ooreenkomstig die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, gedien het; of

(b) die Raad deur middel van 'n eksamen of andersins kan oortuig van bevoegdheid in die damesbedryf in sny, krul, bleik, kleur en alle soorte waterkarterel, blywende karterel; en in die mansbedryf in sny, skeer en skeermesse slyp; of

(c) in besit is van 'n sertifikaat van bevoegdheid uitge-reik deur 'n nywerheidsraad vir die haarkappers-bedryf of 'n ander liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;

„los werknemer”, 'n haarkappersassistent (manlik of vroulik), wat by dieselfde werkgever vir hoogstens twee dae in enige week werksaam is;

„toonbankbediende, klerklike werknemer en/of ontvangsklerk”, 'n werknemer wat hoofsaaklik kontant ontvang of hanteer en/of algemene klerklike werk doen; gekwalfiseerde man of vrou beteken 'n werknemer met meer as 4 jaar onder-vinding in die hoedanigheid;

„algemene bediende”, 'n werknemer wat by 'n werkgever in diens is vir skoonmaak, skoonvee, skoonpoets, boodskappe doen, koppies en/of toiletgerei was;

„Raad”, die Nywerheidsraad vir die Haarkappersbedryf (Pretoria) geregistreer kragtens artikel negentien van die Nywerheid-versoeningswet, 1937;

„inrigting”, enige plek waar toilet dienste gewoonlik aan blankes verskaf word;

„ondervinding”, die totale tydperk of tydperke van diens wat 'n werknemer in die haarkappersbedryf het, maar sluit nie diens as 'n skoonheidsspesialis en/of algemene bediende in nie;

„mansbedryf”, die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin bepaal, vir mans of dames wat manstyl dra, verrig word;

„damesbedryf”, die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin omskryf, vir vroulike persone of mans wat karterels of manikures wil hê, verrig word;

„haarkappersbedryf”, die bedryf wat in 'n inrigting uitge-oefen word;

„diens”, met betrekking tot algemene bediendes, die totale tydperk of tydperke diens wat 'n werknemer as algemene bediende in die haarkappersbedryf het;

THE BYLAE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (PRETORIA).

AGREEMENT

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

Pretoria Master Hairdressers' Association

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

S.A. Hairdressers Employees' Industrial Union (Northern Transvaal Branch), previously known as the Transvaal Hairdressers Employees' Union (Pretoria Branch)

(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 (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the Magisterial Area of Pretoria 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, 1944, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as the Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinances; 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;

“apprentice” means an employee serving under a written contract of apprenticeship, registered or deemed to be registered under the Apprenticeship Act of 1944;

“qualified hairdresser's assistant” means an employee other than 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 and who—

(a) has served an 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, water waving, styling, bleaching, dying, all methods of permanent waving in practice and in the gentlemen's trade in—

haircutting, shaving 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;

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

“counterhand, clerical employee and/or receptionist” means an employee employed mainly in receiving or handling cash, and/or engaged in work of a general clerical nature; qualified male or female shall mean an employee who has had more than 4 years' experience in this capacity;

“general assistant” means an employee who is engaged by an employer to clean, sweep, clean shoes, run errands, wash cups and/or toilet requisites;

“Council” means the Industrial Council for the Hairdressing Trade (Pretoria), registered in terms of section nineteen of the Industrial Conciliation Act of 1937;

“establishment” means any place 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 but shall not include service as a beauty culturist and/or general assistant;

“gentlemen's trade” means the branch of the hairdressing trade in which toilet services, as herein defined, are rendered to male persons or female persons having male haircuts;

“ladies' trade” means the branch of the hairdressing trade in which toilet services, as herein defined, are rendered to female persons or male persons having waves and manicures;

“hairdressing trade” means the trade carried on in an establishment;

“service” in relation to general assistants means the total period or periods of service an employee has had in the hairdressing trade as a general assistant;

„premie”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, vergoeding van enige aard wat vir die opleiding van 'n werknemer in een of albei afdelings van die haarkappersbedryf gegee word;

„toiletdienste”, sluit in die werksaamhede in verband met hare knip, skroei, skeer, haarwas, masseer (kop of gesig), kartel (blywend, marcel of water), hare kleur of tint, stileer, manikuur, winkbroue pluk, en skoonheidsbehandeling;

„werkende werkgewer”, 'n werkgewer of vennoot wat self werk doen wat deur enigeen van sy werknemers gedoen word.

4. LONE.

(1) Onderworpe aan die bepalings van subklousules (2) en (3) van hierdie klousule mag geen werkgewer en geen werknemer laer lone as onderstaande onderskeidelik betaal of aanneem nie:—

(a) Mansbedryf (manlik of vroulik)—

	£	s.	d.
(i) Gekwalifiseerde haarkappers-assistent.....	7	5	0 per week.
	31	8	4 per maand.

(ii) Los werknemer—

Weekdag.....	1	10	0 per dag.
Saterdag.....	1	0	0 per dag.

(b) Damesbedryf—

(i) Gekwalifiseerde haarkappers-assistent (manlik).....	7	10	0 per week.
	32	10	0 per maand.

(ii) Gekwalifiseerde haarkappers-assistent (vroulik).....	4	10	0 per week.
	19	10	0 per maand.

(iii) Los werknemer (manlik)—

Weekdag.....	1	10	0 per dag.
Saterdag.....	1	0	0 per dag.
Vroulik—			
Weekdag.....	1	2	6 per dag.
Saterdag.....	0	15	0 per dag.

(c) Algemene bediende—

(i) 18 jaar en ouer—			
Eerste jaar diens.....	1	10	0 per week.
Daarna.....	1	12	6 per week.
(ii) Onder 18 jaar.....	1	1	8 per week.

Met dien verstande dat as meer as een algemene bediende in diens is, hulle die lone soos in (i) hierbo voorgeskryf, betaal moet word, afgesien van ouderdom; met dien verstande verder dat die loon wat 'n werknemer tydens die inwerkingtrekking van hierdie ooreenkoms ontvang, solank as wat hy by dieselfde werkgewer in diens bly, nie op grond van dié ooreenkoms verminder mag word nie.

(d) Toonbankbediende en/of klerklike werknemer en/of ontvangsklerk—

(i) Manlik, gekwalifiseer.....	5	8	7 per week.
	23	10	0 per maand.

(ii) Manlik, ongekwalifiseer—

Gedurende eerste jaar onder-vinding.....	1	12	4 per week.
	7	0	0 per maand.
Gedurende tweede jaar onder-vinding.....	2	15	0 per week.
	12	0	0 per maand.
Gedurende derde jaar onder-vinding.....	3	16	2 per week.
	16	10	0 per maand.
Gedurende vierde jaar onder-vinding.....	4	12	4 per week.
	20	0	0 per maand.

(iii) Vroulik, gekwalifiseer—

Eerste jaar diens.....	3	2	4 per week.
	13	10	0 per maand.
Daarna.....	3	6	11 per week.
	14	10	0 per maand.

(iv) Vroulik, ongekwalifiseer—

Gedurende eerste jaar onder-vinding.....	1	12	4 per week.
	7	0	0 per maand.
Gedurende tweede jaar onder-vinding.....	1	16	11 per week.
	8	0	0 per maand.
Gedurende derde jaar onder-vinding.....	2	3	10 per week.
	9	10	0 per maand.
Gedurende vierde jaar onder-vinding.....	2	13	1 per week.
	11	10	0 per maand.

„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;

„toilet services” includes the operation comprised in hair-cutting, singeing, shaving, shampooing, massaging (head or face), waving (permanent, marcel or water), hairdrying or tinting, styling, manicuring, eyebrow plucking, board work, trichological treatment and beauty culture.

„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, no employer shall pay and no employee shall accept wages at rates lower than the following:—

(a) Gentlemen's trade (male or female)—

	£	s.	d.
(i) Qualified hairdresser's assistant.....	7	5	0 per week.
	31	8	4 per month.
(ii) Casual employee—			
Weekdays.....	1	10	0 per day.
Saturdays.....	1	0	0

(b) Ladies' trade—

(i) Qualified hairdresser's assistant (male).....	7	10	0 per week.
	32	10	0 per month.
(ii) Qualified hairdresser's assistant (female).....	4	10	0 per week.
	19	10	0 per month.
(iii) Casual employee (male)—			
Weekdays.....	1	10	0 per day.
Saturday.....	1	0	0
Casual employee (female)—			
Weekdays.....	1	2	6 per day.
Saturday.....	0	15	0

(c) General assistant—

(i) 18 years and over—			
First year of service.....	1	10	0 per week.
Thereafter.....	1	12	6 per week.
(ii) Under 18 years.....	1	1	8 per week.

(Provided that where more than one general assistant is employed, they shall be paid the wages prescribed in (i) above, irrespective of age; and provided further that this paragraph shall not operate to permit of a reduction in the wages 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.)

(d) Counter-hand and/or clerical employee and/or receptionist—

(i) Male, qualified.....	5	8	7 per week.
	23	10	0 per month.
(ii) Male, unqualified—			
First year of experience.....	1	12	4 per week.
	7	0	0 per month.
Second year of experience....	2	15	0 per week.
	12	0	0 per month.
Third year of experience.....	3	16	2 per week.
	16	10	0 per month.
Fourth year of experience....	4	12	4 per week.
	20	0	0 per month.
(iii) Female, qualified—			
First year of service.....	3	2	4 per week.
	13	10	0 per month.
Thereafter.....	3	6	11 per week.
	14	10	0 per month.
(iv) Female, unqualified—			
First year of experience.....	1	12	4 per week.
	7	0	0 per month.
Second year of experience....	1	16	11 per week.
	8	0	0 per month.
Third year of experience.....	2	3	10 per week.
	9	10	0 per month.
Fourth year of experience....	2	13	1 per week.
	11	10	0 per month.

(2) 'n Werknemer wat in enige week in sowel die mans- as die damesbedryf werksaam is, moet vir die hele week betaal word soos voorgeskryf of in paragraaf 1 (a) of 1 (b), na gelang van watter die hoogste is.

(3) Geen werkgewer mag 'n premie aanneem vir die opleiding van 'n werknemer as haarkappersassistent nie.

(4) Geen werkgewer mag 'n manlike of vroulike haarkappersassistent in diens neem wat nie 'n gekwalifiseerde haarkappersassistent kragtens klousule 3 is nie, en/of 'n vakleerling tensy die loon vir 'n gekwalifiseerde haarkappersassistent betaal word, en onderworpe aan die Raad se goedkeuring word so 'n werknemer vir die toepassing van hierdie Ooreenkoms as 'n gekwalifiseerde haarkappersassistent beskou.

(5) Geen werkgewer mag iemand onder vyftien (15) jaar in diens neem nie.

(6) Los werknemers mag slegs in diens geneem word in die plek van werknemers of werkende werkgewers of vennote wat tydelik afwesig of siek of met geleentheidsverlof is.

(7) Bo en behalwe die lone voorgeskryf in hierdie artikel, moet elke werkgewer gedurende die geldigheid van hierdie Ooreenkoms op elke betaaldag aan die werknemers hierin bepaal die lewenskostoelae betaal wat in Oorlogsmaatreël No. 43 van 1943, soos van tyd tot tyd gewysig, voorgeskryf is.

(8) 'n Werkgewer kan nie sonder voorafgaande toestemming van die Raad 'n ongekwalifiseerde haarkappersassistent of 'n vakleerling soos bepaal in klousule 3, in diens neem nie.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(1) Lone moet na gelang van omstandighede weekliks of maandeliks in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag eindig; in dié geval moet die lone onmiddellik by beëindiging betaal word. Die verskuldigde lone moet in 'n toegeplakte kovert geplaas word en die volle naam van die werknemer, die tydperk waarvoor die besondere betaling gedoen word, enige kortings wat ingevolge hierdie Ooreenkoms gemaak is en die bedrag wat die kovert bevat, moet daarop geskryf staan. 'n Los werknemer moet die besoldiging aan hom verskuldig by beëindiging van elke dienskontrak betaal word.

(2) Geen korting van enige aard, behalwe die volgende, mag van die bedrag aan 'n werknemer verskuldig, gemaak word nie:—

- (a) Buiten soos bepaal in klousule 7, as 'n werknemer van sy werk wegbly, 'n ooreenkomstige bedrag vir die tydperk van afwesigheid;
- (b) bydraes aan die Raadsfonds kragtens artikel 13 van hierdie Ooreenkoms;
- (c) elke werkgewer moet kragtens magtiging van hierdie Ooreenkoms van die lone van sy werknemers wat by hierdie Ooreenkoms betrokke is, die ledigheid aan die vakvereniging betaalbaar, soos van tyd tot tyd deur die Sekretaris van die Raad geadviseer, aftrek en die bedrag op die vorm voorgeskryf in Aanhangsel A hiervan aan die Sekretaris van die Raad, Reserve Investment-gebou 24, Kerkplein, Pretoria, of Posbus 1237, Pretoria, voor of op die 7de dag van elke maand stuur;
- (d) bydraes tot die Siektebystandfonds van die Haarkappersbedryf ingevolge klousule 22 van hierdie Ooreenkoms;
- (e) enige ander wetlike korting ingevolge 'n ander wet.

(3) Lone ingevolge klousule 4 en ander besoldiging aan 'n werknemer op 'n weeklikse dienskontrak verskuldig, moet om 12-uur middag op die Saterdag van elke week betaal word; met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling op die voorafgaande besigheidsdag om 5 n.m. moet geskied; as die werknemer op 'n maandelikse dienskontrak is, moet die verskuldigde besoldiging om 12-uur middag op die laaste dag van elke maand betaal word; voorts met dien verstande dat indien die dag van bepaalde maand nie 'n besigheidsdag is nie, lone om 12-uur middag op die besigheidsdag onmiddellik voor die dag betaal moet word.

(4) Lone moet betaal word op die plek waar die werknemer by die betaling van die lone werklik in diens of werksaam is.

6. WERKURE.

(1) (a) Geen werknemer mag werk, en geen werkgewer mag 'n werknemer toelaat om te werk—

- (i) vir meer as 46 uur, buiten etenspouses, per week;
- (ii) vir meer as 8 uur 15 minute op Maandae tot en met Vrydae of voor 8 v.m. of na 6 n.m. op sulke dae;
- (iii) vir meer as 4½ uur op Saterdag of voor 8 v.m. of na 1 n.m. op Saterdag nie.

(b) Daar kan van 'n werknemer vereis word om hoogstens 15 minute na sy ophoutyd te werk om klaar te maak met die toilet dienste wat hy by ophoutyd besig is om aan 'n klant te lewer, met dien verstande dat die werkure wat in paragraaf (a) (1) genoem word nie hierdeur oorskry word nie, en die ekstra tyd wat op dié manier gewerk word kan vir hoogstens 'n week oploop en hoogstens 1½ uur per week verlof in die plek daarvan geneem word.

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

(3) An employer shall not accept a premium for the training of an employee as a hairdresser's assistant.

(4) An employer shall not employ any person as a male or female hairdresser's assistant unless such person is a qualified hairdresser's assistant as defined under section 3, and/or an apprentice, unless the wage for a qualified hairdresser's assistant is paid, and subject to the approval of the Council, such employee shall for all purposes of this Agreement be deemed to be a qualified hairdresser's assistant.

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

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

(7) In addition to the wages prescribed in this section every employer shall, during the currency of this Agreement, on each pay-day pay to the employees specified herein the cost of living allowances prescribed in War Measure No. 43 of 1943, as amended from time to time.

(8) An employer shall not employ a hairdresser's assistant other than a qualified hairdresser's assistant or an apprentice as defined in section 3, without having obtained the prior approval of the Council.

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. All 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 remuneration 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) Every employer shall by authority of this Agreement deduct weekly or monthly as the case may be, from the wages of his employees affected by this Agreement the amount of the subscriptions payable to the trade union as advised by the Secretary of the Council from time to time, and shall forward on the form prescribed in Annexure "A" hereto, the amount thus deducted to the Secretary of the Council, 24 Reserve Investment Buildings, Church Square, Pretoria, or P.O. Box 1237, Pretoria not later than the 7th day of each and every month of the year.
- (d) Contributions to the Hairdressing Trade Sick Benefit Fund in terms of clause 22 of this Agreement.
- (e) Any other legal deductions imposed by any other law.
- (3) Wages due in terms of section 4 and other remuneration due to an employee on a weekly contract of employment shall be paid at 12 noon on the Saturday of each and every week, provided that where Saturdays is a public holiday, payment shall be made at 5 p.m. on the previous business day; where such employee is under a monthly contract of employment such employee shall be paid remuneration due at 12 noon on the last day of each and every month. Provided further that should such day of that particular month be other than a business day, such wages shall be paid at 12 noon on the business day immediately preceding such day.

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

6. HOURS OF WORK.

(1) (a) No employee shall work nor shall an employer require or permit an employee to work—

- (i) for more than 46 hours excluding meal hours in any one week;
- (ii) for more than 8 hours 15 minutes on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, nor shall such work commence before 8 a.m. or terminate after 6 p.m. on such days;
- (iii) for more than four and three-quarters hours on Saturdays, nor shall such work commence before 8 a.m. or terminate after 1 p.m. on such days.

(b) For the purpose of attending to a customer who is receiving toilet services at the hands of an employee at the time of finishing of the employee concerned, such employee may be required to remain at work for a period not exceeding fifteen minutes after the said finishing time, for the purpose of completing the toilet services being rendered to the customer in the chair; provided that by such extension the number of hours referred to in paragraph (a) (1) is not exceeded, and the additional time thus worked may be accumulated for not more than one week and time taken off for the total which shall not exceed one and one-half hours in any one week.

(2) *Etenspouses*.—Alle werknemers moet 'n etenspouse van minstens 'n uur tussen 11.30 vm. en 2.30 nm. toegelaat word op alle werkdag buite Saterdag; met dien verstande dat—

- (i) geen werkgewer 'n werknemer kan verplig of toelaat om te werk, en geen werknemer mag langer as vyf aaneenlopende ure per dag werk sonder 'n pouse van minstens 'n uur waarin geen werk gedoen mag word nie, en dié pouse word nie as deel van die gewone werkure beskou nie;
- (ii) indien so 'n pouse meer as 'n uur duur, alle tyd bo 1½ uur as gewone werkure beskou word;
- (iii) werktydperke wat deur pouses van minder as 'n uur onderbreek word, as aaneenlopend beskou word.

(3) *Rooster*.—Elke werkgewer moet 'n rooster met die name van al sy werknemers op 'n opvallende plek in sy inrigting vertoon. Dit moet vertoon word voor of om 12 middag op die laaste werkdag van die week voor dié waarop dit betrekking het en moet die aanvangstyd, etenspouse en ophoutyd van elke werknemer duidelik aantoon.

(4) *Werkure moet aaneenlopend wees*.—Buiten etenspouses moet 'n werknemer se werkure aaneenlopend wees.

(5) *Verbod op oortyd*.—Geen werknemer mag verplig of toegelaat word om meer as die getal ure wat in subklousule (1) voorgeskryf word, te werk nie.

(6) Geen inrigting mag buite die ure wat deur hierdie klousule voorgeskryf word, oop wees nie, buiten om die gebou skoon te maak of te lug.

7. JAARLIKSE VERLOF EN BETALING.

(1) Alle werknemers buite los werknemers is geregtig tot verlof met volle betaling op alle openbare vakansiedae en moet dit neem. Wanneer 'n openbare vakansiedag binne die jaarlikse verlof val, moet dit by die verlof gevoeg word as 'n verdere tydperk verlof met volle betaling.

(2) (a) (i) Alle werknemers buite los werknemers, toonbankbediendes, klerklike werknemers en ontvangsklerke wat 'n jaar diens by dieselfde werkgewer of in dieselfde inrigting het, moet 18 (agtien) aaneenlopende dae verlof ontvang met volle betaling teen die loon wat hulle in die week voor die verlof ontvang het. Die 18 dae verlof moet 15 (vyftien) volle werkdag insluit.

(ii) Ontvangsklerke, klerklike werknemers en toonbankbediendes is in elke jaar diens by dieselfde werkgewer geregtig tot drie aaneenlopende weke verlof met volle betaling teen die loon wat hulle onmiddellik voor die verlof ontvang het. Die drie weke verlof moet 18 werkdag insluit.

(iii) 'n Werknemer, buite 'n vakleerling, wat twee of meer aaneenlopende jare diens het by dieselfde werkgewer of in dieselfde inrigting, is geregtig tot 21 aaneenlopende dae verlof met volle betaling teen die loon wat hy in die week voor die verlof ontvang het. Die 21 dae verlof moet 18 werkdag insluit.

(iv) Wanneer die diens van 'n werknemer buite 'n toonbankbediende, klerklike werknemer of ontvangsklerk in die eerste jaar diens voor voltooiing van die jaar maar na voltooiing van een maand diens beëindig word, moet die werkgewer wanneer die finale loonbetaling ingevolge klousule 5 (1) aan die werknemer gedoen word, ten opsigte van elke week diens in die onvoltooide jaar $\frac{1}{52}$ van die weekloon wat die werknemer by diensbeëindiging ontvang het, aan die sekretaris van die Raad stuur.

(v) Wanneer die diens van 'n ontvangsklerk, klerklike werknemer of toonbankbediende in enige jaar voor voltooiing van die jaar se diens maar na voltooiing van een maand diens beëindig word, moet die werkgewer wanneer die finale loonbetaling ingevolge klousule 5 (1) aan die werknemer gedoen word, ten opsigte van elke week diens in die onvoltooide jaar $\frac{1}{52}$ van die weekloon wat die werknemer by diensbeëindiging ontvang het, aan die sekretaris van die Raad stuur.

(vi) Wanneer die diens van 'n werknemer, buite 'n vakleerling, met twee jaar diens by dieselfde werkgewer of in dieselfde inrigting in enige jaar beëindig word voor voltooiing van sy jaarlikse verlofsiklus, moet die werkgewer wanneer hy die finale loonbetaling ingevolge klousule 5 (1) aan die werknemer doen, aan die sekretaris van die Raad vir elke voltooide week diens in die onvoltooide jaar, 'n bedrag gelyk aan een-sewentiende van 'n week se loon stuur, bereken teen die loon wat die werknemer ontvang het toe sy diens beëindig is.

(b) Indien 'n werknemer wat ingevolge paragraaf (a) (i), (ii) en (iii) tot verlof geregtig geword het se diens eindig voordat dit toegestaan word, moet die werkgewer by diensbeëindiging in plaas van elke week verlof minstens die weekloon wat hom kragtens klousule 4 (1) toekom, aan die sekretaris van die Raad stuur.

(2) *Meal Breaks*.—All employees shall be allowed a break of at least one hour for a meal between the hours of 11.30 a.m. and 2.30 p.m. on all working days except Saturdays; provided that—

- (i) No employer shall require or permit an employee to work nor shall an employee work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work.
- (ii) if any such break be longer than for one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work.
- (iii) periods of work interrupted by a break of less than one hour shall be deemed to be continuous.

(3) *Time Table*.—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 o'clock 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 meal break interval and the time of finishing off of each employee.

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

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

(6) No establishment shall keep open outside the hours laid down in this section, save and except for the purpose of cleaning and airing premises.

7. ANNUAL LEAVE AND PAYMENT.

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

(2) (a) (i) Each employee, except casual employees, counterhands, clerical employees and receptionists, who has completed one year's employment with the same employer or establishment, shall be granted 18 (eighteen) consecutive days' leave of absence on full pay reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave. The 18 (eighteen) days' leave shall include 15 (fifteen) clear working days.

(ii) Receptionists, clerical employees and counterhands shall be entitled to and be granted three consecutive weeks' leave of absence on full pay reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave, in each year of employment with the same employer. The three weeks' leave shall include eighteen working days.

(iii) An employee, other than an apprentice, who has completed two or more consecutive years' employment with the same employer or establishment, shall be granted 21 (twenty-one) consecutive days' leave on full pay reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave. The 21 (twenty-one) days' leave shall include 18 (eighteen) clear working days.

(iv) When during the first year of employment of an employee except counterhands, clerical employees, and receptionists, his service is terminated before the completion of the year of service but after the completion of one month's employment, the employer shall forward to the Secretary of the Council 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, an amount equal to one twentieth of a week's wages reckoned at the wage which the employee was receiving when his employment was terminated.

(v) When during any year of employment of receptionists, clerical employees, and counterhands, his service is terminated before the completion of the year of service, but after the completion of one month's employment, the employer shall forward to the Secretary of the Council 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, an amount equal to one seventeenth of a week's wages reckoned at the wage which the employee was receiving when his employment was terminated.

(vi) When during any year of employment of an employee, other than an apprentice, who has completed two or more consecutive years' employment with the same employer or establishment, his service terminates before the completion of his current annual leave cycle, the employer shall forward to the Secretary of the Council 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, an amount equal to one seventeenth of a week's wages reckoned at the wage which the employee was receiving when his employment was terminated.

(b) An employee who has become entitled to a period of leave in terms of paragraph (a), sections (i) (ii), and (iii) and whose employment terminated before such leave has been granted, the employer shall upon such termination forward to the Secretary of the Council in respect of each week thereof an amount not less than the weekly wage applicable to him in terms of section 4 (1) in lieu of such leave.

(c) Gelde wat die sekretaris van die Raad ingevolge paragrawe 2 (a) (iv), 2 (a) (v), 2 (a) (vi) en 2 (b) van klousule 7 ontvang, word deur die Raad in bewaring gehou vir die betrokke werknemer en word slegs aan hom uitbetaal wanneer hy met jaarlikse verlof gaan, uit die bedryf bly vir die tydperk waarvoor betaling in plaas van jaarlikse verlof gedoen is, die bedryf verlaat of as die Raad dit gelas.

(3) (a) Die werkgewer stel die datum vas waarop verlof toegestaan word, maar dit moet binne twee maande na voltooiing van elke diensjaar toegestaan word en 'n aanvang neem as dit nie vroeër toegestaan is nie, en die werknemer moet dan gedurende die verloftydperk van die werkgewer se inrigting af wegbly.

(b) Die werkgewer moet die sekretaris van die Raad in kennis stel van die datum en uur waarop die verlof begin en terselfdertyd die werknemer se verlofbetaling opstuur om deur die sekretaris van die Raad aan hom betaal te word. Die kennisgewing en verlofbetaling moet die sekretaris minstens sewe dae voor die aanvangsdatum van die verlof bereik.

(4) (a) Vir die toepassing van hierdie klousule word dit beskou dat diens begin op die datum waarop die werknemer laas tot verlof geregtig was of die datum van indiensneming, watter ook al die laaste is.

(b) Enige tydperk wanneer 'n werknemer ooreenkomstig die bepaling van hierdie artikel met verlof is, of ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding ondergaan, of op las of versoek van die werkgewer van werk afwesig is, of weens siekte van werk afwesig is, word as diens beskou, maar enige afwesigheids tydperk weens siekte van langer as dertig (30) dae in enige twaalf maande, of drie opeenvolgende dae, indien die werknemer nadat die werkgewer daarom versoek het, in gebreke bly om 'n doktersertifikaat te vertoon dat hy weens siekte verhinder was om sy werk te verrig, word nie as diens beskou nie.

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

(6) Die Saterdag tussen Goeie-Vrydag en Paasmaandag is 'n onbetaalde vakansiedag en geen inrigting mag op dié dag toilet-dienste verskaf nie. 'n Werkgewer kan van die loon van sy werknemers 'n bedrag aftrek wat gelyk is aan die loon vir 4½ uur werk.

8. DIENSBEÏNDIGING.

(1) Onderworpe aan—

(a) die reg van 'n werkgewer of werknemer om diens sonder kennisgewing te beëindig om 'n rede wat by wet as voldoende erken word, of

(b) 'n geskrewe Ooreenkoms tussen werkgewer en werknemer wat voorsiening maak vir 'n langer diensopseggingstyd as wat hierin voorgeskryf word, moet 'n werkgewer of werknemer buiten 'n los werknemer, minstens 'n week kennis van 46 werke gee om sy dienskontrak te beëindig. Die kennisgewing tree in werking op die dag nadat dit gegee is, met dien verstande dat dit nie gegee mag word terwyl die werknemer kragtens klousule 7 (3) (a) met verlof of kragtens klousule 7 (4) (b) afwesig is nie.

(2) Indien 'n werkgewer of werknemer versuim om ingevolge subklousule (1) hiervan kennis te gee, moet hy in plaas daarvan die weekloon wat die werknemer gedurende die week voor diensbeëindiging ontvang het, onderskeidelik betaal of verbeur, met dien verstande dat, as 'n Ooreenkoms kragtens klousule 1 (b) aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees met die diensopseggingstydperk waarvoor ooreengekom is.

(3) Wat ook al in hierdie Ooreenkoms voorkom, indien die bedrag wat die werknemer aan loon toekom nie die verbeuring waarna hierin verwys word, dek nie, het die werkgewer die reg om die verskil af te trek van ander voordele (as daar is) wat ten tyde van die werknemer se diensverlating besig was om op sy naam op te loop.

(4) Verlof mag nie met diensopsegging saamval nie.

(5) 'n Werkgewer kan 'n werknemer loon betaal vir en in plaas van die termyn van diensopsegging voorgeskryf of ooreengekom kragtens subartikel (1).

(6) Elke werkgewer moet ten opsigte van enige assistent wat daarom versoek, 'n dienssertifikaat uitreik. Die sertifikaat moet in die vorm van Aanhangsel B van hierdie Ooreenkoms wees.

9. SERTIFIKAAT VAN BEVOEGDHEID.

(1) Wanneer 'n werkgewer of werknemer aansoek doen om 'n sertifikaat van bevoegdheid, moet hy saam met die aansoek 'n bedrag van 10s. 6d. aan die Raad (deur die sekretaris) stuur, wat—

(a) die applikant moet versoek om hom of haar aan 'n eksamen te onderwerp, of

(b) hom daarvan moet vergewis dat die applikant as gevolg van sy jare ervaring tot die sertifikaat geregtig is, en wanneer tot bevrediging van die Raad bewys is dat die applikant bevoegd is, moet die Raad die sertifikaat uitreik.

(2) Enige applikant wat in gebreke bly om 'n eksamen by te woon sonder om 'n rede wat die Raad bevredigend ag, by die Raad in te dien, verbeur die eksamengeld.

(c) Moneys received by the Secretary of the Council in terms of paragraphs 2 (a) (iv), 2 (a) (v), 2 (a) (vi) and 2 (b) of section 7, shall be held in trust by the Council for the employees concerned and shall only be paid to that employee when the employee proceeds on annual leave, absents himself from the trade for the period for which payment in lieu of annual leave is made, leaves the trade or if the Council so directs.

(3) (a) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within two months after the termination of each year of employment, and such an employee shall then be absent himself from his employer's place of business during the period of such leave.

(b) The employer shall notify the Secretary of the Council of the time and date on which such employee shall take his leave and remit in cash at the same time the holiday pay due to the employee, for payment by the Secretary of 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.

(4) (a) For the purpose of this section employment shall be deemed to commence from the date on which the employees last became entitled to annual leave or the date of engagement whichever is the latter.

(b) Any period during which an employee is on leave in accordance with the provisions of this section or is undergoing training under the South African Defence Act, 1912, or is absent from work on the instructions 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.

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

(6) The Saturday falling between Good Friday and Easter Monday, shall be an unpaid holiday and no establishment may render toilet services on that day. An employer may deduct from the wage of his employees an amount equal to the wage for 4½ hours work.

8. TERMINATION OF SERVICES.

(1) Subject to—

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

(b) the provisions of any written agreement between employer and employee stipulating for a period of notice in excess of that provided for herein,

an employer or his employee, other than a casual employee, shall give not less than one weeks notice of 46 working hours, to terminate his contract of service. Such notice to take effect from the working day following the day on which such notice was given, provided that notice may not be given whilst an employee is on leave in terms of section 7 (3) (a) or absent in terms of section 7 (4) (b).

(2) In the event of an employer or an employee failing to give notice as provided for in sub-section (1) hereof, he shall pay or forfeit respectively in lieu thereof an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment provided that if an agreement has been entered into in terms of section 1 (b) hereof the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(3) Notwithstanding anything to the contrary in the Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amounts from other benefits (if any) which were in the process of accrual to such employee by such employer at the time of his desertion.

(4) Leave and notice shall not run concurrently.

(5) An employer may pay an employee wages for and in lieu of the period of notice prescribed or agreed upon in terms of sub-section (1).

(6) If requested thereto, every employer shall issue a certificate of service in respect of any assistant making such request. The certificate shall be in the form of Annexure "B" of this Agreement.

9. CERTIFICATE OF COMPETENCY.

(1) Whenever an employer or employee applies for a certificate of competency, he shall forward with such application the sum of 10s. 6d. 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.

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

10. BUTTEWERK.

'n Werknemer mag nie vir eie rekening, of ten behoeve van enige persoon, of van enige ander persoon as sy werk-gewer solank as wat hy in diens is, van 'n werk-gewer wat die haarkappersbedryf uitoefen—

- (1) bestellings werf of aanneem of werk in die haarkappers-bedryf verrig; of
- (2) vir verkoop, winsbejag of beloning in toiletbenodigdhede handel dryf nie.

11. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir toepassing van die werk-gewers en werknemers menings uitvaardig wat nie met die bepalings daarvan strydig is nie.

(2) Enige geskil van die bedryf mag ontstaan, moet na die Raad verwys word vir behandeling kragtens die bepalings van sy konstitusie.

12. VRYSTELLINGS.

(1) Die Raad kan om enige goeie en afdoende rede ten op-sigte van enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie kragtens die bepalings van subklousule (1) van hierdie klousule vrystelling verleen word, die voorwaardes vasstel waarop vry-stelling verleen word en die termyn van toepassing van die vrystelling; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingstifikaat kan intrek.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen is, 'n vrystellingstifikaat, deur hom onderteken, uitreik waarin vermeld word—

- (a) die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop vrystelling verleen word; en
 - (d) die tydperk wat die vrystelling van krag is.
- (4) Die sekretaris van die Raad moet—
- (a) 'n afskrif hou van elke tifikaat wat uitgereik word, en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur;
 - (b) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die tifikaat aan die betrokke werk-gewer stuur.

13. UITGAWES VAN DIE RAAD.

(1) Om te voorsien in die uitgawes van die Raad moet elke werk-gewer 1s. per week aftrek van die verdienste van elk van sy werknemers vir wie lone in klousule 4 (1) (a), 4 (1) (b), 4 (1) (d) (i) en 4 (1) (d) (iii) voorgeskryf word, en 1s. per week van elke los werknemer ten opsigte van elke week waarin hy by die werk-gewer in diens was en 6d. per week van werknemers vir wie lone in klousule 4 (1) (c) voorgeskryf word.

(2) (a) Bengwens die bostaande, moet alle werk-gewers behalwe dié vir wie voorsiening in (b) gemaak word, 'n bedrag van 7s. 6d. per maand betaal.

(b) In inrigtings wat uit maatskappye of vennootskappe bestaan, moet 'n bedrag van 7s. 6d. per maand ten opsigte van elke direkteur of vennoot betaal word.

(c) Benewens die bedrae in paragraaf (a) en (b) van hierdie subklousule genoem, moet deur elke werk-gewer die volgende betaal word:—

- (i) werk-gewers wat tot 2 werknemers in diens het—5s. per maand ten opsigte van elke werknemer;
- (ii) werk-gewers wat meer as twee werknemers in diens het—'n bedrag wat gelyk is aan die bedrag wat deur die werknemers betaal en ingevolge subklousule (1) hierbo afgetrek word of, na gelang van die grootste bedrag, 12s. 6d. per maand.

(3) Die bedrae in paragrafe (1) en (2) hierbo genoem, moet voor of op die 7de dag van elke maand in die vorm soos in Aanhangel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Reserve Investmentgebou 24, Kerkplein, of Posbus 1237, Pretoria, gestuur word.

14. VERTONING VAN OOREENKOMS.

Elke werk-gewer moet op 'n opvallende plek in sy inrigting, gemaklik toeganklik vir sy werknemers, 'n leesbare afskrif van hierdie Ooreenkoms in altwee amptelike tale en in die vorm soos in die regulasies ingevolge die Wet voorgeskryf, vertoon hou.

15. REGISTRASIE VAN WERKGEWERS.

(1) Alle werk-gewers, tensy hulle reeds ingevolge die vorige Ooreenkoms geregistreer is, moet binne een maand na die inwerking-treding van hierdie Ooreenkoms, en enige werk-gewer wat na genoemde datum in die haarkappersbedryf kom, moet binne een maand na die datum waarop hy sy besigheid begin, die onderstaande besonderhede aan die sekretaris van die Raad verstrek:—

- (a) Volle naam en titel van die besigheid;
- (b) besigheidsadres; en
- (c) volle naam van elke werknemer, die soort werk waar-voor hy in diens is, en die loon wat betaal word.

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 pro-visions 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 deems fit, after one weeks 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, Pretoria;
- (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

13. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 1s. per week from the earnings of each of his employees for whom wages are prescribed in section 4 (1) (a), 4 (1) (b), 4 (1) (d) (i) and 4 (1) (d) (iii) and 1s. per week from each casual employee in respect of each week which he was employed by the employer, and 6d. per month from employees for whom wages are prescribed in section 4 (1) (c).

(2) (a) In addition to the above all employers [except those provided for in (b)] shall pay a fee of 7s. 6d. per month.

(b) In establishments composed of companies or partnerships—a fee of 7s. 6d. per month shall be paid in respect of each director or partner.

(c) In addition to the fees referred to in paragraphs (a) and (b) of this sub-section the following amount shall be paid by each employer:—

- (i) Employers employing up to 2 employees—5s. per month in respect of each employee so employed;
- (ii) employers employing more than 2 employees—an amount equal to the amount paid by the employees and deducted in terms of sub-section (1) above, or 12s. 6d. per month whichever is the greater.

(3) The amounts mentioned in paragraphs (1) and (2) above shall be remitted to the Secretary of the Council, 24 Reserve Investment Buildings, Church Square, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agree-ment.

14. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establish-ment 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.

(1) All employers unless already registered under the previous Agreement shall within one month from the date on which this Agreement comes into operation, and any employer operating in the hairdressing trade after that date shall within one month from the date of commencing operations, forward to the Secretary of the Council the following particulars:—

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

(2) Elke werkgewer moet maandeliks op die vorm soos voorgeskryf in Aanhangsel A die volle name van alle persone in sy diens meedeel.

(3) In die geval van 'n vennootskap moet bo en behalwe die besonderhede vereis in subklousule (1), die volle name van al die vennote verstrek word.

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

- (i) Adres van die geregistreerde kantore van die maatskappy;
- (ii) die volle name van die direkteure, die volle naam van die persoon werklik in beheer van elke tak van die besigheid;
- (iii) die volle naam van sekretaris en alle ander ampsbekleërs van die maatskappy.

(5) Elke werkgewer moet in die geval van 'n verandering in enige van die besonderhede wat hy kragtens hierdie klousule moet verstrek aan die sekretaris van die Raad, binne veertien dae van die datum waarop die verandering van krag geword het, van die verandering kennis gee.

16. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. Elke werkgewer en werknemer is verplig om sulke persone toe te laat om persele te betree, navrae te doen en te voltooi en boeke, dokumente, loonstate en betaalstate te ondersoek en alles te doen wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en geen persoon mag aan 'n agent in die loop van sy ondersoek 'n valse verklaring doen nie.

17. LIDMAATSKAP.

'n Werkgewer wat lid van die werkgewersorganisasie is mag geen werknemer wat nie lid van die vakvereniging is, in diens hê nie en geen lid van die vereniging mag by 'n werkgewer wat nie lid van die werkgewersorganisasie is, in diens tree of bly nie.

Geen werkgewer wat lid van die werkgewersorganisasie is, mag 'n werknemer in diens neem sonder dat hy 'n vakverenigingskaart voorlê nie.

Die bepalinge van hierdie artikel is nie van toepassing—

- (a) op 'n immigrant gedurende die eerste jaar na sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf werksaam geword het, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalinge van hierdie artikel onmiddellik van toepassing word;
- (b) op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap geskik is nie, of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging uitgesit is.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

19. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaardes soos in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom; met dien verstande dat werkende werkgewers van 8 v.m. tot 6 n.m. mag werk op weekdae en van 8 v.m. tot 1 n.m. op Saterdag; voorts met dien verstande dat as daar meer as twee vennote is, slegs twee van die werkende vennote van 8 v.m. tot 6 n.m. op weekdae en van 8 v.m. tot 1 n.m. op Saterdag mag werk.

20. BEHEER OOR PERSELE.

Geen werkgewer mag die haarkappersbedryf uitoefen in persele—

- (a) wat nie behoorlik verlig en geventileer is en 'n toereikende toevoer van stromende koue- en warmwater het nie;
- (b) wat nie met geglaseerde wasbakke met afvoerpyp en 'n stelsel vir die onskadelike afvoer van vuil water toegerus is nie;
- (c) waarvan die mure en vloere van materiaal gebou is wat nie skoongehou kan word nie;
- (d) wat uitgerus is met planke, los en vaste toebehore wat nie van glas, marmer, leiklip gemaak of met enimmels afgeveer is nie, of met sink of 'n ander maklik afwasbare en duurzame materiaal bedek is nie;
- (e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bereiding van eetware gebruik word, tensy die gedeelte wat vir die haarkappersbedryf in gebruik is, van sodanige plek of vertrek afgeskei is deur 'n muur of mure sonder deure, vensters, openinge of ander verbinding daarmee.

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

(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), be furnished.

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

- (i) Address of the registered offices of the Company.
- (ii) The full names of the directors, the full name of the person in actual control of each branch of the business.
- (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 required to be furnished 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.

16. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It will 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, and pay tickets and do all such acts as may be necessary for the ascertaining whether the conditions of the 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 employer's 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 employer's organisation.

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

The provisions of this section shall not apply—

- (a) 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;
- (b) to persons who are not eligible in terms of the trade 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 alternates 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 *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, except that working employers may work from 8 a.m. to 6 p.m. on weekdays, and from 8 a.m. to 1 p.m. on Saturdays, provided that where there are more than two partners only two of the working partners may so work, from 8 a.m. to 6 p.m. on weekdays and from 8 a.m. to 1 p.m. on Saturdays.

20. CONTROL OF PREMISES.

No employer shall carry on the Hairdressing Trade in premises—

- (a) which are not adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material which will permit of their being 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 clean-sable and durable material;
- (e) any portion of which is used as a sleeping apartment or 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. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkgewer moet vir gebruik deur elke haarkappers-assistent alle gereedschap en uitrusting verskaf wat vir die verrigting van sy werk nodig is, behalwe:—

- (a) In die damesbedryf—
 (i) krultange;
 (ii) skêre;
 (iii) kamme;
 (iv) knippers (nie-elektries);
- (b) In die mansbedryf—
 (i) knippers (nie-elektries);
 (ii) skêre;
 (iii) skeermesse;
 (iv) nekborsel;
 (v) kamme;
 (vi) skeerrieme.
 (vii) skeermesselpriem;

(c) In gevalle waar die werkgewer 'n „kleurskema” vir baadjies en oorpakke invoer wat pas by die kleurskema van sy salon, moet hy die nodige oorpakke en baadjies aan sy assistente verskaf en hulle skoon hou.

(2) 'n Werkgewer moet aan elke haarkappersassistent die volgende verskaf:—

- (a) Ten minste een steriliseerkabinet wat te alle tye vir die steriliseer van gereedschap, behalwe skeerkwassies, 'n oplossing van ten minste 40 formalien bevat;
- (b) 'n antiseptiese bad, wat 'n formalienoplossing bevat in die verhouding van 'n half gelling water op elke twee ons formalien vir die steriliseer van skeerkwassies;
- (c) ten minste twee skeerkwassies, sodat een kwassie wat nie in gebruik is nie, in die antiseptiese bad gehou kan word;
- (d) vir gebruik deur die werknemer vir elke klant 'n skoon handdoek;
- (e) vloeibare poeier- of pastaseep of skeerroom;
- (f) skoon papier om gereedschap aan af te vee, in besonder die skeermes na elke aansitting;
- (g) 'n bloedstelpende middel in die vorm van poeier of vloeistof vir gebruik as 'n sproeier of op 'n skoon proppe watte;
- (h) 'n bedekte houder waarin na elke behandeling alle vuil papier, watte en hare weggegooi kan word.

22. SIEKTE- EN WERKLOOSHEIDBYSTANDFONDS.

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

(2) Die doel van die fonds is om mediese siektebystand te verskaf aan werknemers en werkende werkgewers, hierna genoem „fondsleders”, op wie hierdie Ooreenkoms van toepassing is, gedurende tydperke van siekte.

(3) (a) Die fonds word gefinansier uit bydraes wat kragtens paragrawe (b), (c) en (d) van hierdie subklousule gemaak word.

(b) Elke werkgewer moet elke week vir fondsdoeleindes sy werknemers se bydraes volgens onderstaande skaal van hul weekloon aftrek:—

Gewone weekloon (buiten toelaes).	Weeklikse bydrae wat afgetrek moet word.
Tot 35s.....	1s. 0d.
Bo 35s. tot 55s.....	1s. 6d.
Bo 55s. tot 70s.....	2s. 0d.
Bo 70s. tot 140s.....	2s. 6d.
Bo 140s.....	3s. 0d.

In die geval van maandeliks betaalde werknemers moet die bydraes maandeliks afgetrek word, 'n week se bydraes vir elke Saterdag in die maand.

- (c) Elke werkende werkgewer moet 3s. per week in sy eie naam bydra.
- (d) Elke werkgewer en elke vennoot of direkteur in inrigtings wat uit vennootskappe of maatskappye bestaan, moet 'n sjieling per week bydra as werkgewersbydrae tot die fonds.
- (e) Die werkgewer moet voor of op die 7de dag van iedere maand in die vorm wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word, aan die Sekretaris van die Raad, Reserve Investmentgebou 24, Kerkplein, of Posbus 1237, Pretoria, „vry van bankkommissie”, die totale som wat ingevolge subklousules (b), (c) en (d) van hierdie klousule ingevorder is, stuur.

(4) Behoudens soos bepaal in subklousule (5) of enige reël vir beheer van die fonds, is 'n lid wat 'n ongeluk oorkom of siek word—

(a) nadat hy vir 13 aaneenlopende weke tot die fonds bygedra het, geregtig tot—

- (i) mediese behandeling met inbegrip van X-straalonderzoek, operasies, inspuittings, ondersoek deur spesialiste, narkosegelde, hospitaal- en verpleeginrigtinggelde, van hoogstens 7s. 6d. (sewe sjielings en ses pennies) per dag en hospitaaloperasiekamergeide van hoogstens £3. 3s. (drie pond en drie sjielings) mits hulle deur 'n geneesheer gemagtig is;

21. PROVISION OF EQUIPMENT.

(1) An employer shall provide, for the use of every hairdresser's assistant, 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);
- (b) in the gents' trade—
 (i) clippers (not electric);
 (ii) scissors;
 (iii) razors;
 (iv) neck brushes;
 (v) combs;
 (vi) strop;
 (vii) razor hone;

(c) in case where the employers has instituted a “colour scheme” in coats and overalls fitting in with the colour of his saloon, he shall supply and launder the required overalls and coats to his assistant.

(2) An employer shall provide each hairdresser's assistant 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 half a gallon of water to two ounces of formalin for the purpose of sterilizing brushes;
- (c) at least two shaving brushes so as to allow 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; and
- (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 object of the fund shall be to provide medical, pharmaceutical and sickness benefits to employees and working employers, hereinafter referred to as members of the fund, to whom this Agreement applies, during periods of sickness.

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

(b) For the purpose of the fund every employer shall each week deduct from the weekly wages of his employees an amount in accordance with the following scale as and for such employee's weekly contributions:—

Amount of Ordinary Weekly Wages (excluding any allowances).	Amount of Weekly Contributions to be Deducted.
Up to but not exceeding 35s.....	1s. 0d.
Over 35s. but not exceeding 55s.....	1s. 6d.
Over 55s. but not exceeding 70s.....	2s. 0d.
Over 70s. but not exceeding 140s.....	2s. 6d.
Over 140s.....	3s. 0d.

In the case of monthly paid employees the deductions shall be made monthly, and shall be at the rate of one week's contributions for each Saturday falling in such a month.

(c) Every working employer shall contribute 3s. per week on his own behalf.

(d) Each employer and each partner or director of establishments composed of partnerships or companies shall contribute an amount of one shilling per week as and for such employer's contribution to the fund.

(e) The employer shall month by month remit “free of exchange” to the Secretary of the Council, 24 Reserve Investment Buildings, Church Square, Pretoria, or P.O. Box 1237, Pretoria, not later than the 7th day of each and every month, in the form prescribed in Annexure A to the Agreement, the total sum collected under sub-sections (b), (c) and (d) of this section.

(4) Subject to the provisions of sub-section (5) and to any rules governing the administration of the fund, a member who meets with an accident or becomes ill shall be entitled—

(a) after he has contributed towards the fund for a continuous period of 13 weeks, to—

- (i) medical attention including the cost of X-rays examinations, operations, injections, specialists consultations, anaesthetic fees, hospital and nursing home fees not exceeding 7s. 6d. (seven shillings and sixpence) per day and hospital theatre fees not exceeding £3. 3s. (three pounds three shillings) provided such are authorised by a medical practitioner;

- (ii) lewering van medisyne, verdowningsmiddels, salwe; verbande en smeermiddels op gesag van 'n voorskrif wat deur 'n geneesheer onderteken is;
- (iii) siektebetaling gelyk aan die helfte van die lone en lewenskostoelae wat vir so 'n lid in die Ooreenkoms voorgeskryf word ten opsigte van enige tydperk of tydperke wat hy weens ongeluk of siekte verhinder word om sy gewone loon te verdien, maar vir hoogstens 'n totale tydperk van agt (8) weke binne 'n aaneenlopende tydperk van twaalf (12) maande bereken van die datum waarop hy vir die eerste keer siek geword of 'n ongeluk gehad het;
- (b) 'n Werkende werkgewer wat deur ongeval of siekte verhinder word om self toiledienste te lewer, is geregtig tot siektebystand wat betaalbaar sou wees aan 'n werknemer vir wie lone in klousule 4 (1) (b) (i) voorgeskryf word, met dien verstande dat—
- (i) ingeval van ongevallen slegs bystand betaal word waarvoor geen skadeloosstelling kragtens die Ongevalwet, 1941, of die Motorvoertuigassuransiewet, 1942, betaalbaar is nie; met dien verstande verder dat bystand slegs betaal word in die geval van ongelukke wat tussen 'n halfuur voor en 'n halfuur na gewone werkure voorkom;
- (ii) 'n lid nie tot betaling van enige bystand soos voorgeskryf in subklousule (4) van hierdie klousule geregtig is nie tensy hy gedurende die ongeval of siekte waarvoor hy op bystand aanspraak maak, onder voortdurende behandeling van 'n geneesheer was;
- (iii) ondanks enigiets strydigs wat in die voorgaande vervat is, het geen lid binne 'n ononderbroke tydperk van twaalf (12) maande van die datum waarop hy die eerste keer siek geword of 'n ongeluk oorgekomen het, reg op bystand wat die volgende te bowe gaan nie:—
- Vir lede wat 1s. per week bydra, bystand ten bedrae van £20.
 Vir lede wat 1s 6d. per week bydra, bystand ten bedrae van £30.
 Vir lede wat 2s. per week bydra, bystand ten bedrae van £40.
 Vir lede wat 2s. 6d. per week bydra, bystand ten bedrae van £50.
 Vir lede wat 3s. per week bydra, bystand ten bedrae van £60;
- (iv) 'n lid wat aanspraak op bystand maak, moet 'n sertifikaat voorlê van 'n geneesheer wat sy ongeval of siekte bevestig;
- (v) 'n lid wat vir 'n tydperk van een maand agterstallig met sy ledegeld is, verloor sy reg op bystand;
- (vi) wanneer 'n lid van die fonds tydelik werkloos raak, kan hy met die goedkeuring van die Raad 'n lid van die fonds bly en moet in so 'n geval gedurende die hele tydperk van werkloosheid dieselfde weeklikse bydrae betaal as onmiddellik voordat hy werkloos geword het;
- (vii) geen werknemer of werkende werkgewer word as lid van die fonds aangeneem nie tensy hy, indien die Raad dit versoek, vroeë antwoord het wat aan hom gestel mag word en/of deur 'n geneesheer wat die Raad goedkeur, ondersoek en vir aanneming aanbeveel is;
- (viii) in gevalle van ongesteldheid of siekte wat voortspuit uit of in verband staan met swangerskap of 'n vorige swangerskap, ontvang 'n lid geen bystand hoegenaamd nie;
- (ix) 'n werknemer of werkende werkgewer hou op om lid van die fonds te wees sodra hy, nie weens werkloosheid nie, ophou om in die haarkappersbedryf in diens te wees en/of dit uit te oefen;
- (x) geen lid is ten opsigte van die eerste drie dae siekte tot siektebetaling geregtig nie;
- (xi) geen bystand word betaal aan 'n lid wie se siekte na die Raad se mening aan wangedrag of die oormatige gebruik van sterk drank of verdowningsmiddels te wyte is nie;
- (xii) 'n lid is nie tot bystand geregtig nie as die Raad met rede besluit dat die eis op 'n voorgewende siekte berus of dat die siekte of besering te wyte is aan 'n misdaad of 'n poging tot misdaad, dronkenskap, oordaad, onsedelike gedrag, geslagsiekte, oproerige of onwettige gedrag, deelname aan sport, resies met 'n motor, motorfiets, motorboot of enige motorvoertuig, vlieg (buiten as betalende passasier) of moedswillige weiering om die raad of voorskrifte van 'n gekwalifiseerde geneesheer uit te voer;
- (xiii) 'n lid is nie geregtig tot siektebetaling vir openbare vakansiedae soos in die Ooreenkoms bepaal of vir enige gedeelte van die jaarverlofbetaling ingevolge klousule 7 van hierdie Ooreenkoms nie;
- (ii) supplies on the authority of a prescription signed by a medical practitioner, of medicines, drugs, ointments, bandages and lotions;
- (iii) sick pay equivalent to half wages and cost of living allowances prescribed for such employee in respect of any period during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of eight (8) weeks within any continuous period of twelve (12) months calculated from the date on which he first became ill or met with an accident;
- (b) a working employer precluded by accident or sickness from himself rendering toilet services shall be entitled to the same sick pay benefits as would be payable to an employee for whom wages are prescribed in section 4 (1) (b) (i) of this Agreement; provided that—
- (i) in cases of accident only such benefits shall be payable as are not compensable under the Workmen's Compensation Act of 1941, or Motor Vehicle Insurance Act of 1942, and provided further that benefits shall only be payable in cases of accident to members occurring between $\frac{1}{2}$ hour before and $\frac{1}{2}$ hour after his normal working hours;
- (ii) a member shall not be entitled to receive any benefits whatsoever prescribed in sub-section (4) of this section unless such member has, during his accident or illness in respect of which his claim for benefits is made, consulted and continuously been attended to by a medical practitioner;
- (iii) notwithstanding anything to the contrary herein before contained, no member shall within any continuous period of twelve (12) months calculated from the date on which he first became ill or met with an accident, be entitled to receive benefits exceeding in the aggregate the sum as enumerated in the following scale:—
- Members contributing 1s. per week to benefits of £20.
 Members contributing 1s 6d. per week to benefits of £30.
 Members contributing 2s. per week to benefits of £40.
 Members contributing 2s. 6d. per week to benefits of £50.
 Members contributing 3s. per week to benefits of £60;
- (iv) a member shall when claiming benefits produce a certificate from a medical practitioner confirming his accident or illness;
- (v) a member in arrear with his contributions for a period of one month shall cease to be in benefit;
- (vi) when a member of the fund becomes temporarily unemployed he may continue to be a member of the fund, subject to the approval of the Council, and in such event shall contribute to the fund during the whole of such period of unemployment the same weekly contributions made by him immediately prior to becoming unemployed;
- (vii) no employee or working employer shall be accepted as a member of the fund unless, if so requested by the Council, he has answered such questions as may be requested of him to answer, and/or has been examined by a medical practitioner approved of by the Council and recommended for acceptance by such medical practitioner;
- (viii) a member shall not receive any benefits whatsoever in cases of illness or disease arising out of or incidental to pregnancy or any previous pregnancy;
- (ix) an employee or working employer shall cease to be a member of the fund immediately he ceases, not due to unemployment, to be employed and/or engaged in the Hairdressing Trade;
- (x) no member shall be entitled to sick pay in respect of the first three days of sickness;
- (xi) no benefits shall be paid to a member whose illness, affliction or disease is, in the opinion of the Council, attributed to misconduct, or excessive indulgence in intoxicating liquors or drugs;
- (xii) a member shall not be entitled to any benefits if the Council should decide upon reasonable grounds that the member's claim to benefit arises from malingering or that such claim arises from illness or injury resulting from the commission of or attempt to commit a crime, or resulting from insobriety, intemperance, immorality, venereal disease, riotous or unlawful disorderly conduct, participating in any form of sport, racing by means of automobile, motor cycle, motor boat or any other motor-propelled vehicle, flying in any capacity other than as a paying passenger, or wilful refusal to carry out the advice or instructions of a qualified medical practitioner;
- (xiii) a member shall not be entitled to sick pay benefits in respect of paid public holidays as specified in the Agreement or in respect of any portion of the annual holiday pay in terms of section 7 of this Agreement;

(xiv) dienste in verband met die volgende word nie uit die fonds betaal nie:—

- (a) Voortsetting van 'n siekte waar die lid weier om 'n redelike opdrag of aanbeveling van sy geneesheer uit te voer;
- (b) enige gebreklikheid, swakheid, chroniese siekte of ander kwaal waaraan die lid reeds ly wanneer hy lid word, of 'n siekte wat regstreeks hieruit voortspuit;
- (c) 'n besering waarvoor 'n derde persoon skadeloosstelling moet betaal en dit ook wel betaal, of wat deur versekering gedek word, vir sover dit deur die skadeloosstelling of versekering (na gelang van die geval) vergoed word;
- (d) operasies uit vrye keuse;
- (e) voorsiening van kunsledemate of ander liggaamsdele;
- (f) voorsiening van patente medisyne, verdowingsmiddels of patente voedsel;
- (g) operasies gedurende die eerste ses aaneenlopende maande van lidmaatskap;
- (h) tandheelkundige en oftalmiese dienste.

(c) Wat ook al in hierdie Ooreenkoms voorkom, kan die Raad na goeddunke verdere bystand aan lede verleen in gevalle wat na sy mening binne die doelstellings van die fonds val, en in gevalle van ontbering weens siekte kan hy spesiale bystand aan lede verleen by wyse van geldskenkings, lenings, ens. op voorwaardes wat hy van tyd tot tyd vasstel.

(5) Uitbetalings uit die fonds word gestaak sodra die bedrag in die fonds minder as £100 is en die betaling van bystand word nie hervat voordat die bedrag weer die syfer van £200 bereik het nie.

(6) Die fonds word beheer deur die Raad, wat egter na goeddunke kragtens sy grondwet 'n beheerraad kan aanstel om die fonds te administreer. Die fonds word beheer kragtens die reglement wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word. Die reglement mag nie in stryd met die bepalinge van hierdie klousule wees nie en kan met toestemming van die Raad deur die beheerraad gewysig word. 'n Afskrif van die reglement en enige wysiging daarvan moet by die Sekretaris van Arbeid ingedien word, en afskrifte moet ook op die Raad se hoofkantoor beskikbaar wees vir insae deur enige persoon wat in die haarkappersbedryf werksaam is.

(7) (a) Alle geld wat by die fonds inbetaal word, moet gestort word in 'n spesiale bankrekening by 'n bank wat deur die Raad goedgekeur is.

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

(c) Surplusgeld in die fonds kan op deposito by 'n goedgekeurde bouvereniging geplaas of in Unie-leningsertifikate belê word; met dien verstande dat voldoende kontant beskikbaar gehou word om die beheerraad in staat te stel om aan enige vordering op die fonds onmiddellik op aanvraag te voldoen.

(d) Alle uitgawes wat in verband met die beheer en likwidasie van die fonds aangegaan word, vorm 'n las teen die fonds.

(8) 'n Beroepsouditeur of -ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die ouditeur of ouditeurs moet, na die fonds begin het met bystand te betaal, die rekenings van die fonds minstens jaarlikse en voor of op 30 September van elke jaar ouditeer en 'n staat opstel wat aantoon—

(a) alle geld wat ontvang is—

- (i) kragtens subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes wat gedurende die voorafgaande tydperk geeindig op 30 Junie onder alle hoofde aangegaan is, tesaam met 'n staat wat die bate en laste van die fonds aantoon.

Ware afskrifte van hierdie state wat deur die voorsitter van die Raad medeonderteken moet word, en die ouditeursverslag daarop, moet op die Raad se kantoor ter insae lê vir persone wat in die haarkappersbedryf in diens is of dit uitoefen en wat geregtig is om afskrifte daarvan of uittreksels daaruit te maak. Gesertifiseerde afskrifte van beide die state en die ouditeursverslag daarop moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(9) Ingeval hierdie Ooreenkoms afliep deur verloop van tyd of deur enige ander oorsaak moet die fonds verder deur die Raad of, as daar een is, deur die beheerraad beheer word tot dit of gelikwider of deur die Raad oorgedra word aan enige ander fonds wat gestig is vir dieselfde doel as die oorspronklike fonds.

(xiv) services required by members in connection with any of the following shall not be a charge upon the fund:—

- (a) Any continuation of illness where a member refuses to observe any reasonable instruction or recommendation of his medical attendant.
- (b) Any deformity, infirmity, chronic disease, or any other ailment from which a member was suffering at the date of commencement of membership, or any illness directly attributable to such ailment.
- (c) Any injury for which a third party is liable to pay, and does pay compensation, or which is covered by insurance, to the extent of such compensation or cover, as the case may be.
- (d) Operations of choice.
- (e) The supply of artificial limbs or other parts of the body.
- (f) The supply of patent medicines or drugs, or patent food.
- (g) Operations during the first six continuous months of membership.
- (h) Dental and ophthalmic services;

(c) notwithstanding anything contained in this Agreement the Council shall have discretionary powers to grant additional assistance to members in cases which it considers fall within the objects of the fund, and it may also in cases of hardship arising from illness grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may lay down from time to time.

(5) Benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not commence until the amount to the credit of the fund has again reached the figure of £200.

(6) The fund shall be administered by the Council, but the Council may in its discretion appoint a management board in terms of its constitution to administer such fund. The administration by such management board 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 Office of the Council for inspection by any person engaged or employed 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 approved by the Council.

(b) All cheques drawn on the fund's account shall be signed by the Chairman or Vice-Chairman and by the Secretary of the Council.

(c) Surplus money in the fund may be placed on deposit with an approved Building Society or may be invested in Union Loan Certificates, provided that sufficient money is kept in such liquid form as will enable the Council to meet any claims on the fund immediately it is called upon to do so.

(d) All costs and expenses in connection with the administration and liquidation of the Fund shall be regarded as and form a charge against 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 September 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 June, 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 Council and the auditor's report 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 auditors 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 Council or the management board if appointed 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.

W. A. SUTHERLAND, *Voorsitter*.
N. E. DOBSON, *Ondervoorsitter*.
C. C. ALGAR, *Sekretaris*.

Signed for and on behalf of the parties at Pretoria this
18th day of November, 1952:

W. A. SUTHERLAND, *Chairman*.
N. E. DOBSON, *Vice-Chairman*,
C. C. ALGAR, *Secretary*.

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Hierdie opgawe moet by die Sekretaris ingedien word voor of op die 7de dag van elke maand wat volg op die maand waarvoor hierdie opgawe ingevul word.

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