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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 711.] [2 April 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, CAPE PENINSULA.

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 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 trade 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 13 (1) (inclusive) 14, 15 and 19 to 22 (inclusive) of the said agreement 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 other employers and employees engaged or employed in the said trade in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown; and
- (c) in terms of sub-section (4) of section forty-eight of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown 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 13 (1) (inclusive), 14, 15 and 19 to 22 (inclusive) 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 711.] [2 April 1953.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.

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 op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie 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 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 twee jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad; en
- (c) kragtens subartikel (4) van artikel agt-en-veertig van genoemde Wet dat die bepalings vervat in klousules 1, 3 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 twee jaar vanaf die genoemde tweede Maandag eindig, in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

AGREEMENT

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

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

S.A. Hairdressers Employees' Industrial Union
(hereinafter referred to as "the employees" or "the trade union"), of the other part,
being the parties to the Industrial Council for the Hairdressing Trade (Cape Peninsula).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the Magisterial Districts of the Cape, Bellville, Wynberg and Simonstown, 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 other contract entered into 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;
"apprentice" means an employee serving under a written contract of Apprenticeship, registered under the Apprenticeship Act, 1944;
"qualified" means in relation to a hairdresser an employee who—

- (a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944;
- (b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in—

cutting, marcel waving, water waving, permanent waving and beauty culture;
and in the gentlemen's trade in—

cutting, 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 (male or female) who is employed by the same employer for not more than two days in any one week;

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

"general assistant" means an employee who is employed by an employer to clean, sweep, clean shoes, run errands, wash cups and/or toilet requisites,

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work, and includes a receptionist and/or cashier;

"Council" means the Industrial Council for the Hairdressing Trade (Cape Peninsula) 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 general assistant;

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

"Hairdressing Trade" means the trade carried on in an establishment;

"ladies' trade" means the branch of the hairdressing trade in which toilet services, as herein defined, are rendered to female persons;

"toilet services" means the operation in shampooing, hair-cutting, singeing, shaving, massaging (head or face), waving (permanent, marcel or water) hair-dyeing or tinting, manicuring, eyebrow plucking, board work, trichological treatment, facial treatment or beauty culture treatment;

BYLAE.

OOREENKOMS

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

Cape Hairdressers Employers' Association
(hierna genoem die „werkgewers" of die „werkgewersorganisasie"), aan die een kant, en die

South African Hairdressing Employees' Industrial Union
(hierna genoem die „werknemers", of die „vakvereniging"), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word in die magistraatsdistrikte die Kaap, Bellville, Wynberg en Simonstad deur alle werkgewers en werknemers wat lede is van die werkgewersorganisasie en van die vakvereniging, met dien verstande dat hulle vir vakleerlinge alleen van toepassing is vir sover hulle nie in stryd is met die bepalings van die Wet op Vakleerlinge, 1944, of enige ander kontrak wat daar kragtens aangeegaan of enige voorwaardes wat ingevolge daarvan vasgestel is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word kragtens die bepalings van artikel agt-en-veertig van die Wet, en bly van krag vir twee jaar of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet en elke verwysing na 'n wet of ordonnansie, sluit elke wysiging van so 'n wet of ordonnansie in en tensy 'n ander bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; verder, tensy strydig met die samehang, beteken—

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

„vakleerling" 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944;

„gekwalifiseer", met betrekking tot 'n haarkapper, 'n werknemer wat—

- (a) 'n vakleerlingskapkontrak kragtens die Vakleerlingewet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, uitgedien het;
- (b) die Raad deur middel van 'n eksamen of andersins kan oortuig van sy bekwaamheid in die damesbedryf in—

hareknip, marcelkartel, waterkartel, permanente kartel en skoonheidsbehandeling;
en in die herebedryf in—

hareknip, skeer en skeermesse slyp; of

- (c) in besit is van 'n bekwaamheidsertifikaat wat uitgereik is deur enige nywerheidsraad vir die haarkappersbedryf of ander liggaam wat na die mening van die Raad bevoeg is om so 'n sertifikaat uit te reik;

„los werknemer" 'n haarkapper/ster wat hoogstens twee dae per week vir dieselfde werkgewer werk;

„werkende werkgewer" 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk verrig soortegelyk aan dié wat enigeen van sy werknemers verrig;

„algemene bediende" 'n werknemer wat by 'n werkgewer in diens is vir skoonmaak, skoonvee, skoene poets, boodskappe doen, koppies en/of toiletgerei was;

„klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig en sluit 'n ontvangsklerk en/of kassier in;

„Raad" die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland) geregistreer kragtens artikel negentien van die Nywerheid-versoeningswet, 1937;

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

„ervaring" die totale tydperk of tydperke diens wat 'n werknemer in die haarkappersbedryf het, maar sluit nie diens as 'n algemene bediende in nie;

„herebedryf" die tak van die haarkappersbedryf waarin toilet dienste soos hierin bepaal, aan manlike persone gelewer word;

„haarkappersbedryf" die bedryf wat in 'n inrigting uitgeoefen word;

„damesbedryf" die tak van die haarkappersbedryf waarin toilet dienste soos hierin bepaal, aan vroulike persone gelewer word;

„toilet dienste" die werksaamhede in verband met hare was, knip, skroei, skeer, masseer (kop of gesig), kartel (permanent, marcel, of water), hare verf of tint, manikuur, winkbroue pluk of bordwerk, trigologiese behandeling en skoonheidsbehandeling;

"rejected member of the Fund" means an employee or working employer who has not been accepted as a member of the Hairdressing Trade Sick Benefit Fund or who has been excluded and rejected as a member of the said Fund;

"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;

"hairdresser" means an employee other than a minor referred to in section 4 (1) (c) or an apprentice indentured under the Apprenticeship Act of 1944, who performs one or more of the operations as defined under "toilet services" in these definitions.

4. WAGES.

(1) Subject to the provisions of sub-section (2) and (3) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per week.
(a) Gentlemen's trade (male or female)	£ s. d.
(i) Hairdresser	7 18 0
	Per Day.
(ii) Casual employee	1 10 0
(b) Ladies' trade	£ s. d.
(i) Hairdresser (male)	8 0 0
(ii) Hairdresser (female)	4 15 0
	Per Day.
(iii) Casual employee (male or female)	1 10 0
(c) Gentlemen's or ladies' trade.	£ s. d.
Minors employed in the trade of ladies' and/or gentlemen's Hairdressers designated in terms of the Apprenticeship Act of 1922, as amended,	
(d) General assistants or the Apprenticeship Act of 1944, during the period they may be so employed in terms of that Act without a contract of apprenticeship	1 0 0
(i) Of or over 18 years	1 17 6
(ii) Under 18 years	1 5 0
	Per month.
(e) Clerical employees.	£ s. d.
Male clerical employee, unqualified—	
(i) During first year of experience	7 10 0
(ii) During second year of experience	10 0 0
(iii) During the third year of experience	13 5 0
(iv) During fourth year of experience	16 10 0
(v) During fifth year of experience	20 0 0
Male clerical employee, qualified	23 10 0
Female clerical employee—	
(i) During first year of experience	7 10 0
(ii) During second year of experience	8 10 0
(iii) During third year of experience	10 0 0
(iv) During fourth year of experience	12 10 0
Thereafter	16 0 0

(2) An employee 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 paragraph (a) or (b) of sub-section (1) of this section, whichever is the higher.

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

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

(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.

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

„premie" sonder om in enige opsig die gewone betekenis van die woord te beperk, vergoeding van watter aard ook wat in ruil vir die opleiding van 'n werknemer in een van of in beide die afdelings van die haarkappersbedryf gegee word;

„haarkapper" 'n werknemer, behalwe 'n minderjarige wat in artikel 4 (1) (c) genoem word, of 'n vakleerling wat kragtens die Wet op Vakleerling, 1944, ingebok is, wat een of meer van die werksaamhede soos onder „toilet dienste" in hierdie woordbepaling vasgestel, verrig.

„afgewysde lid van die fonds" 'n werknemer of werkende werkgewer wat nie as lid van die siektebystandsfonds vir die haarkappersbedryf aangeneem is nie of wat as lid uit genoemde fonds uitgesluit of afgewys is;

4. LONE.

(1) Behoudens soos bepaal in subartikels (2) en (3) van hierdie artikel, mag geen werkgewer en geen werknemer lone teen laer skale as ondergenoemde onderskeidelik betaal of aanneem nie:—

(a) Herebedryf (man of vrou).	Per week.
(i) Haarkapper	£ s. d.
	7 18 0
(ii) Los werknemer	Per aag.
	£ s. d.
	1 10 0
(b) Damesbedryf.	Per week.
(i) Haarkapper	£ s. d.
	8 0 0
(ii) Haarkapster	£ s. d.
	4 15 0
(iii) Los werknemer: man of vrou	Per dag.
	£ s. d.
	1 10 0
(c) Herebedryf of damesbedryf.	Per week.
Minderjariges in die vak van dames- en/of herehaarkapper soos aangewys kragtens die Vakleerlingenwet van 1922, soos gewysig, of die Wet op vakleerlinge van 1944, in diens gedurende die termyn wat hulle aldus kragtens die bepalings van die wet sonder 'n vakleerling-skapkontrak in die diens mag wees	£ s. d.
	1 0 0
(d) Algemene bediendes.	
(i) 18 jaar of ouer	£ s. d.
	1 17 6
(ii) Onder 18 jaar	£ s. d.
	1 5 0
(e) Klerklike werknemers.	Per maand.
	£ s. d.
Manlike klerklike werknemer, ongekwalifiseerd—	
(i) gedurende eerste jaar ervaring	7 10 0
(ii) gedurende tweede jaar ervaring	10 0 0
(iii) gedurende derde jaar ervaring	13 5 0
(iv) gedurende vierde jaar ervaring	16 10 0
(v) gedurende vyfde jaar ervaring	20 0 0
Manlike klerklike werknemer, gekwalifiseer	23 10 0
Vroulike klerklike werknemer—	
(i) gedurende eerste jaar ervaring	7 10 0
(ii) gedurende tweede jaar ervaring	8 10 0
(iii) gedurende derde jaar ervaring	10 0 0
(iv) gedurende vierde jaar ervaring	12 10 0
en daarna	16 0 0

(2) 'n Werknemer wat gedurende 'n week in beide die herebedryf en damesbedryf werksaam was, moet vir die hele sodanige week die loon betaal word wat na gelang van watter die hoogste loon is, in paragraaf (a) of (b) van subklousule (1) van hierdie klousule voorgeskryf word.

(3) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer as 'n haarkapper aanneem nie.

(4) 'n Werkgewer mag geen persoon as 'n haarkapper of haarkapster in diens hê nie, tensy die persoon gekwalifiseer is soos kragtens klousule 3, en/of 'n minderjarige soos genoem in klousule 4 (1) (c), en/of 'n vakleerling, tensy die loon vir 'n haarkapper betaal word en so 'n werknemer moet vir alle doeleindes van hierdie Ooreenkoms 'n haarkapper gereken word.

(5) Niks in hierdie klousule kan 'n verlaging van die loon teweegbring wat 'n werknemer op die datum van inwerking-treding van hierdie Ooreenkoms ontvang het, solank die werknemer by die selfde werkgewer in diens bly nie.

(6) 'n Werkgewer mag geen persoon onder die ouderdom van vyftien (15) jaar in diens hê nie.

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

(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 specified herein a cost of living allowance in terms of War Measure No. 43 of 1942 as amended from time to time or such other instrument replacing it.

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:—

- Save as provided in section 7 where an employee absents himself from work a pro rata amount for the period of such absence.
- Contributions to Council funds in terms of section 13 (thirteen) of this Agreement.
- Subscriptions to S.A. Hairdressers Employees' Industrial Union (Cape Western Branch) in terms of clause 13 (2) of this Agreement.
- 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 Friday of each and every week during the month at 5.30 p.m. Where Friday 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.

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

(6) Every employer who is a member of the Cape Hairdressers Employers' Association shall forward to the Secretary of the Council, P.O. Box 887, Cape Town, not later than the 7th of the month following the date of his monthly subscription falling due the amount of same on the form prescribed in Annexure A hereto.

6. HOURS OF WORK.

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

- for more than 45 (forty-five) hours during any week of six working days;
- for more than eight hours on Mondays, Tuesdays, Wednesdays and Thursdays nor shall an employee commence such work, nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 6 p.m. on such days as the case may be;
- for more than 8½ (eight and a half) hours on Fridays nor shall an employee commence such work, nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 6.30 p.m. on such days as the case may be;
- for more than 4½ (four and a half) hours on Saturdays, nor shall an employee commence such work nor shall an employer require or permit such work to commence before 8.30 a.m. or terminate after 1 p.m. on such days, as the case may be.

(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 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-section (1) or specified in the notice referred to in sub-section (2).

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

(8) Elke werkgewer moet gedurende die looptyd van hierdie Ooreenkoms benewens die in hierdie klousule voorgeskrewe lone op elke betaaldag aan die werknemers wat hierin gespesifiseer word, 'n lewenskostetoelae betaal ooreenkomstig Oorlogsmaatreël No. 43 van 1942 soos van tyd tot tyd gewysig, of 'n ander maatreël wat dit vervang.

5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS.

(1) Lone moet na gelang van die geval weekliks of maandeliks kontant betaal word, tensy 'n werknemer se dienskontrak voor die gewone betaaldag eindig, in watter geval lone onmiddellik by beëindiging betaal moet word. Die verskuldigde loon moet bevat wees in 'n geslote koevert waarop vermeld word die volle naam van die werknemer, die tydperk waarvoor die bepaalde betaling gedoen word, aftrekkings kragtens die bepaling van hierdie Ooreenkoms en die bedrag wat in die koevert is. 'n Los werknemer moet die besoldiging aan hom verskuldig, by beëindiging van elke dienskontrak betaal word.

(2) Geen aftrekkings hoegenaamd van die bedrag wat aan 'n werknemer verskuldig is, behalwe die volgende, word toegelaat nie:—

- Behalwe soos bepaal in klousule 7, wanneer 'n werknemer van sy werk af wegbly, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- Bydraes tot raadsfondse kragtens klousule 13 (dertien) van hierdie Ooreenkoms.
- Ledegelde van S.A. Hairdressers Employees' Industrial Union (Cape Western Branch) kragtens klousule 13 (2) van hierdie Ooreenkoms.
- Bydraes tot die Siektebystandsfonds vir die Haarkappers-bedryf kragtens klousule 22 van hierdie Ooreenkoms.

(3) Die lone wat kragtens klousule 4 verskuldig is en enige ander besoldiging verskuldig aan 'n werknemer op 'n weeklikse dienskontrak, moet gedurende die maand elke week op Vrydag om 5.30 nm. betaal word. As die Vrydag 'n openbare vakansiedag is moet betaling om 5.30 nm. op die vorige besigheidsdag gedoen word; as 'n werknemer op 'n maandelikse dienskontrak is, moet hy enige besoldiging wat van hierdie Ooreenkoms, om 5.30 nm. op die laaste dag van elke maand betaal word, of om 12-uur middag as die laaste dag op 'n Saterdag val. Voorts met dien verstande dat as die dag van dié bepaalde maand op 'n ander dag as 'n besigheidsdag val, lone op die besigheidsdag wat onmiddellik aan die dag voorafgaan, betaal moet word of as dié dag 'n Saterdag is, om 12-uur middag op dié dag 'n Saterdag is, om 12-uur middag op dié dag.

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

(5) As 'n werknemer op 'n maandelikse basis betaal word, is sy loon vier-en-eenderdemaal die skaal soos vir werknemers van sy klas voorgeskryf in klousule 4 (1).

(6) Elke werkgewer wat lid is van die Cape Hairdressers Employers' Association moet op of voor die 7de dag van die maand wat volg op die datum waarop sy maandelikse ledegeld verskuldig is, die bedrag daarvan op die vorm wat in Aanhangsel A hiervan voorgeskryf word, aan die Sekretaris van die Raad, Posbus 887, Kaapstad, stuur.

6. WERKURE.

(1) Geen werknemer mag en geen werkgewer mag van sy werknemer vereis of hom toelaat om—

- vir meer as 45 (vyf-en-veertig) uur gedurende enige week van ses werkdae te werk nie;
- vir meer as agt uur op Maandag, Dinsdag, Woensdag en Donderdag te werk nie, nog kan 'n werkgewer toelaat of vereis dat werk op dié dae voor 8.30 vm. begin, of na 6 nm. eindig en 'n werknemer mag ook nie voor dié tyd begin of na dié tyd ophou nie;
- vir meer as agt-en-'n-half uur (8½) op Vrydag te werk nie, nog kan 'n werkgewer toelaat of vereis dat werk op dié dag voor 8.30 vm. begin, of na 6.30 nm. eindig en 'n werknemer mag ook nie voor dié tyd begin of na dié tyd ophou nie.
- vir meer as vier-en-'n-half uur op Saterdag te werk nie, nog kan 'n werkgewer toelaat of vereis dat werk op dié dag voor 8.30 vm. begin, of na 6.30 nm. eindig en 'n werknemer mag ook nie voor dié tyd begin of na dié tyd ophou nie.

(2) Elke werkgewer moet op 'n opvallende plek in sy inrigting 'n tydrooster vertoon hou waarop die volle name van al sy werknemers verskyn. Die tydrooster moet voor of om 12-uur middag van die laaste werkdag van die week wat aan die week voorafgaan waarop die tydrooster betrekking het, aangeplak word en dit moet vir elke werknemer duidelik die aanvangstyd van die werk, die middagetensonderbreking, en die ophoutyd van elke werknemer aantoon.

(3) *Werkure moet agtereenvolgend wees.*—Alle werkure van 'n werknemer moet agtereenvolgend wees met uitsondering van etensonderbrekings.

(4) *Verbod op oortyd.*—'n Werknemer kan nie verplig of toegelaat word om meer ure te werk as die getal wat in subklousule (1) voorgeskryf word of in die kennisgewing wat in subklousule (2) genoem word, gespesifiseer word nie.

(5) Werkgewers is nie geregtig om hul persele buite die ure wat in hierdie klousule bepaal word oop te hou nie, behalwe vir die doel van belugting en skoonmaak van hul persele.

(6) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work, or overtime: Provided that—

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

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

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

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

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

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

7. ANNUAL LEAVE AND PAYMENT.

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

(2) Each employee, except casual employees, shall be granted 21 (twenty-one) consecutive days leave of absence on full pay in respect of each year of service referred to in clause 7 (7).

The 21 days leave shall include 18 (eighteen) clear working days.

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

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

(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 a pro rata period during the currency of such notice, and in addition thereto, be paid in respect of any balance due for holiday leave.

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

(6) If during the currency of this Agreement an establishment is transferred from one proprietor to another through sale of business, the retiring proprietor shall pay to the Industrial Council, all leave moneys due to his previous employees who continue in employment with the new proprietor and the said employees shall be deemed to have completed one year's service entitling them to annual leave in terms of this section on the expiry of one year calculated from the date on which they last became entitled to annual leave or the date of engagement by their previous employer whichever is the later provided that the new employer shall only be liable to leave pay in respect of employment with him. The Council shall advise the new proprietor when leave is due to the respective employees who shall take such leave when it falls due. All leave moneys received by the Industrial Council shall be paid by it to such employees at least 14 days before the commencement of their leave, or in the case of an employee whose employment is terminated upon application therefore by such employee.

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

(8) Any period during which an employee 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

(6) *Etensonderbrekings.*—'n Werkgever kan nie van sy werknemer verlang of hom toelaat om op enige dag meer as vyf aaneenlopende ure te werk, sonder 'n onderbreking van ten minste een uur waarin geen werk verrig mag word nie en die onderbreking word nie geag deel van die gewone werkure, of oortyd, te wees nie: met dien verstande dat—

(a) die onderbreking langer as een uur duur, enige tyd oor 1½ uur as gewone werkure beskou word;

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

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

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

(b) die middel van elke tweede werktydperk op 'n dag as die tydperk langer as drie ure is, waarin nie van die werknemer vereis, of hy toegelaat kan word om enige werk te verrig nie en die pouse word as deel van die gewone werkure beskou.

7. JAARLIKSE VERLOF.

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

(2) Elke werknemer, behalwe 'n los werknemer, moet 21 (een-en-twintig) aaneenlopende dae verlof met volle betaling toegestaan word ten opsigte van elk jaar diens genoem in klousule 7 (7).

Die 21 dae moet 18 (agtien) volle werkdae insluit.

Elke werknemer wie se dienskontrak met so 'n werkgever voor die voltooiing van een maand diens eindig, maar voor voltooiing van sy lopende jaarlikse verlofsiklus, moet ten opsigte van elke voltooië week diens geregtig wees tot 1/12de van die weekloon wat hy onmiddellik voor sy diensbeëindiging ontvang het.

(3) Twee maande voordat die verlof verskuldig word, moet die werkgever en werknemer die datum bepaal wanneer die verlof geneem word, maar indien die werkgever nie aan 'n werknemer sy verloftydperk op 'n vroër datum toegestaan het nie, moet die verlof geneem word in begin binne twee maande na die beëindiging van elke jaar diens en die werknemer moet dan gedurende die verloftydperk van sy werkgever se besigheidsplek af weggaan.

(4) Wanneer 'n werknemer se diens voor die voltooiing van 'n jaar diens eindig, ten opsigte waarvan hy tot jaarlikse verlof geregtig is, moet die werkgever op dieselfde tyd as die laaste betaling van lone, kragtens klousule 5 (1) aan die werknemer vir elke voltooië week diens in die onvoltooië jaar 'n pro rata bedrag betaal vir verlof wat ingevolge klousule 7 (2) verskuldig is.

'n Werkgever wat kennis gegee of ontvang het om sy diens te beëindig, kan in plaas van betaling afwesigheidsverlof met volle betaling gegee word vir 'n pro rata tydperk tydens die duur van die kennisgewing, en daarbenewens betaal word ten opsigte van enige balans wat in vakansieverlof verskuldig is.

(5) Aan 'n werknemer wat tot 'n verloftydperk ingevolge subklousule (2) van hierdie klousule geregtig geword het en wie se diens eindig voordat die verlof toegestaan is, moet by sodanige beëindiging in plaas van die verlof die verlofbetaling betaal word wat aan hom verskuldig is, op dieselfde tyd as wanneer die laaste betaling van lone kragtens klousule 5 (1) geskied.

(6) As 'n besigheid tydens die duur van hierdie Ooreenkoms van een eienaar aan 'n ander oorgedra word deur verkoop van die besigheid, moet die uittrede eienaar alle verlofgelde wat aan sy vroeëre werknemers, wat by die nuwe eienaar in diens bly, verskuldig is aan die Nywerheidsraad betaal en dit moet beskou word dat die genoemde werknemers een jaar diens wat hulle geregtig maak op jaarlikse verlof kragtens hierdie artikel, voltooi het by verloop van een jaar bereken van die datum waarop hulle laas tot jaarlikse verlof geregtig geword het, of na gelang van die jongste datum, die datum waarop hul deur hul vorige werkgever in diens geneem is; met dien verstande dat die nuwe eienaar slegs vir verlofbetaling ten opsigte van die diens by hom aanspreeklik is. Die Raad moet die nuwe eienaar in kennis stel wanneer verlof aan die onderskeie werknemers verskuldig is en hulle moet dit neem wanneer dit verskuldig word. Alle verlof gelde wat deur die nywerheidsraad ontvang is, moet minstens 14 dae voor die aanvang van hul verlof aan sulke werknemers uitbetaal word, of, in die geval van 'n werknemer wie se diens eindig, op aansoek daarom deur sulke werknemer.

(7) Vir die toepassing van hierdie klousule moet 'n werknemer se jaar diens wat hom tot sulke jaarverlof geregtig maak, bereken word van 'n datum twaalf maande voor die datum waarop hierdie Ooreenkoms in werking tree, of, na gelang van die jongste datum, die datum waarop hy laaste tot verlof met volle betaling geregtig geword het, of die datum van indiensneming, na gelang van die jongste.

(8) Enige tydperk wanneer 'n werknemer met verlof kragtens die bepaling van hierdie klousule is, of opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, ondergaan, of op las of versoek van die werkgever van die werk afwesig is, of weens siekte van werk afwesig is, word beskou diens te wees, maar enige tydperk van afwesigheid weens siekte van meer as dertig (30) dae in enige twaalf maande of drie agtereenvolgende dae

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.

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

(10) 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 produce to his employer a medical officer's certificate for any illness entitling him to absence on full pay in terms of this sub-section.

(11) The period of annual leave of an employee shall not be concurrent with any period during which the employee is required to undergo training under the South African Defence Act, 1912.

(12) In this section the expression 'employer' includes—

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

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

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 the 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 a monthly employee and his employer shall not give 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 examinations referred to in sub-sections (2) and (3) and make recommendations to the Council as to the issue of certificate of competency.

(2) 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 a 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 hairdressing trade; or
- (2) engage in trading toilet requisites for sale, gain or reward; or
- (3) render any toilet services, whether for gain, reward, or any other consideration whatever;

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

11. INTERPRETATION OF AGREEMENT.

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

(2) Any dispute 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 person 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.

as die werknemer in gebreke bly om, na aansoek deur die werkgewer, 'n sertifikaat wat deur 'n dokter uitgereik is voor te lê dat hy deur siekte verhinder was om sy werk te verrig, word nie ongeag diens te wees nie.

(9) Geen werknemer mag gedurende afwesigheid met verlof met volle betaling vir loon of ander vergoeding, in die haarkappersbedryf werk nie.

(10) Elke vakleerling wat in die haarkappersbedryf in diens is, is geregtig tot 12 (twaalf) dae siekteverlof met volle betaling in enige jaar diens, met dien verstande dat sodanige vakleerling aan sy werkgewer 'n doktersertifikaat moet voorlê vir enige siekte wat hom tot afwesigheid met volle betaling kragtens hierdie subartikel geregtig maak.

(11) Die jaarlikse verlof van 'n werknemer mag nie met 'n tydperk saamval waarin hy verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

(12) In hierdie klousule sluit die uitdrukking „werkgewer” onderstaande in—

- (a) in die geval van die dood van die werkgewer, die eksekuteur van sy boedel of sy erfgenaam of legataris; en
- (b) ingeval van insolvensie van 'n werkgewer of likwidering van sy boedel, of oordrag of verkoop van sy besigheid, die kurator of likwidateur of die nuwe eienaar van die besigheid,

indien die eksekuteur, erfgenaam, legataris, likwidateur of nuwe eienaar die werknemer in sy diens hou.

8. DIENSBEÏNDIGING.

'n Werknemer behalwe 'n los werknemer of sy werkgewer, moet minstens een week diensopsegging gee en opsegging gaan in die gewone betaaldag; met dien verstande dat hierdie subklousule nie op die werkgewer of die werknemer se reg om die dienskontrak sonder opsegging te beëindig om enige goeie rede wat by wet as voldoende erken word of enige ooreenkoms tussen die werknemer en sy werkgewer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as vir een week inbreuk maak nie; voorts met dien verstande dat 'n werknemer by die maand en sy werkgewer nie minder as een maand diensopsegging mag gee nie.

9. SERTIFIKAAT VAN BEKWAAMHEID.

(1) Die Raad moet 'n komitee aanstel wat uit minstens vier lede bestaan, van wie twee werkgewers en twee werknemers moet wees, wat die eksamens genoem in subklousules (2) en (3) moet afneem en by die Raad aanbevelings moet doen betreffende die uitreiking van sertifikate van bekwaamheid.

(2) Wanneer ook al 'n werkgewer of werknemer aansoek doen om 'n sertifikaat van bekwaamheid, moet hy tesaam met die aansoek die som van 10s. 6d. stuur aan die Raad (deur tussenkoms van Sekretaris) wat—

- (a) die applikant moet versoek om hom of haar aan 'n eksamen te onderwerp; of
- (b) hom moet oortuig dat die applikant uit hoofde van sy jare ervaring tot die sertifikaat geregtig is en as tot tevredenheid 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 woon sonder om die komitee in kennis te stel van die oorsaak, wat deur die komitee as bevredigend beskou moet word, verbeur die eksamengeld.

10. BUITEWERK.

'n Werknemer mag nie—

- (1) in die haarkappersbedryf bestellings werf of werk aanneem; of
- (2) handeldrywe in toiletbenodigdhede vir verkoop, wins of beloning; of
- (3) toilet dienste uitvoer, hetsy vir wins, beloning of om watter oorweging ook al;

nóg vir eie rekening of namens 'n ander persoon of van 'n ander persoon, behalwe van sy werkgewer terwyl die werknemer in diens is by 'n werkgewer verbonde aan die haarkappersbedryf.

11. VERTOLKING VAN OOREENKOMS.

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

(2) Enige geskil wat in die bedryf kan ontstaan, moet na die Raad verwys word vir behandeling kragtens die bepalinge van sy konstitusie.

12. VRYSTELLINGS.

(1) Die Raad kan, om enige goeie en afdoende rede ten opsigte van enige persoon, vrystelling van enige van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie kragtens die bepalinge van subklousule (1) van hierdie artikel vrystelling verleen word, die voorwaardes vasstel waarop vrystelling verleen word en die termyn van toepassing van die vrystelling; met dien verstande dat die Raad na goeie dunde en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek.

(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 such licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Cape Town;
- (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 S.A. HAIRDRESSERS EMPLOYEES' INDUSTRIAL UNION (CAPE WESTERN BRANCH) AND THE CAPE HAIRDRESSERS EMPLOYERS' ASSOCIATION.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct one shilling and one penny (1s 1d.) per week from the earnings of each of his employees, except apprentices, general assistants and minors referred to in section (4) (1) (c) and (d) 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, 703, Scotts Building, Plein Street or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(2) Every employer who is a member of the Cape Hairdressers Employers' 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, 703, Scotts Building, Plein Street, or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(3) Every employer who is a member of the Cape Hairdressers Employers' Association shall remit $\frac{1}{12}$ th of his annual fees to the Secretary of the Council, 703, Scotts Building, Plein Street, Cape Town, or P.O. Box 887, Cape Town, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

14. EXHIBITION OF AGREEMENT.

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

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) 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) The full names 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, forwarded to the Secretary of the Council, notification of any change within fourteen days of the date upon which such change took effect.

(6) Every employer shall within 3 days after an employee has left or entered his service, notify in writing the office of the Industrial Council for the Hairdressing Trade (Cape Peninsula), P.O. Box 887, Cape Town, thereof.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie klousule verleen word 'n vrystellingstifikaat deur hom onderteken, uitreik, wat vermeld—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes kragtens die bepalings van subklousule (2) van hierdie klousule vasgestel, waarop vrystelling verleen word; en
- (d) die termyn van toepassing van die vrystelling.

(4) Die Sekretaris van die Raad moet—

- (a) 'n afskrif van elke uitgereikte stifikaat behou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, stuur;
- (b) ingeval die vrystelling aan 'n werknemer verleen word, 'n afskrif van die stifikaat aan die betrokke werkgewer stuur.

13. RAAD SE UITGAWES, LEDEGELD AAN DIE S.A. HAIRDRESSERS EMPLOYEES' INDUSTRIAL UNION (CAPE WESTERN BRANCH) EN DIE CAPE HAIRDRESSERS EMPLOYERS' ASSOCIATION.

(1) Om te voorsien in die uitgawes van die Raad, moet elke werkgewer een sjieling en een pennie (1s. 1d.) per week aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, algemene bediendes en minderjariges genoem in artikel (4) (1) (c) en (d), vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en 3d. van elke los werknemer ten opsigte van elke week waarin hy by daardie werkgewer in diens was. By die totale bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som maandeliks, op of voor die sewende dag van elke maand, aan die Sekretaris van die Raad, Scott's-gebou 703, Pleinstraat, of Posbus 887, Kaapstad stuur, in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(2) Elke werkgewer wat lid is van die Cape Hairdressers Employers' Association moet kragtens hierdie Ooreenkoms van die maandlone of weeklone van sy werknemers, behalwe vakleerlinge, wat lede van die vakvereniging is, die bedrag van ledegeld aftrek wat aan die vakvereniging betaalbaar is en dit elke maand, op of voor die sewende dag van elke maand in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Scott's-gebou 703, Pleinstraat, of Posbus 887, Kaapstad, opstuur.

(3) Elke werkgewer wat lid is van die Cape Hairdressers Employers' Association moet op of voor die sewende dag van elke maand $\frac{1}{12}$ van sy jaarlikse ledegeld aan die Sekretaris van die Raad, Scott's-gebou 703, Pleinstraat, Kaapstad, of Posbus 887, Kaapstad, opstuur met die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

14. VERTONING VAN OOREENKOMS.

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

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer wat dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum van inwerkingtrede van hierdie Ooreenkoms, en elke werkgewer wat na die datum besigheid in die haarkappersbedryf begin, moet binne een maand na die datum waarop hy sy werksaamhede begin, aan die Sekretaris van die Raad die volgende besonderhede verstrek:—

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

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

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

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

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

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

(6) Elke werkgewer moet binne drie dae na 'n werknemer by hom in of uit diens getree het, daarvan skriftelik kennis gee aan die kantoor van die Nywerheidsraad vir die Haarkappersbedryf (Kaapse Skiereiland), Posbus 887, Kaapstad.

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 purpose of ascertaining whether the conditions of this Agreement are being observed and complied with and no person shall make a false statement to such agent during the course of his investigations.

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 a 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 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 previous 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 OF THE COUNCIL.

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

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, excepting that working employers may work from 8 a.m. to 6 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays, from 8 a.m. to 6.30 p.m. on Fridays, 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 Mondays, Tuesdays, Wednesdays and Thursdays, from 8 a.m. to 6.30 p.m. on Fridays, and 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, 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) the walls and floors of which are not constructed of material which will permit of their being kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable material;
- (e) any portion of which is used as a sleeping apartment or a place for 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. PROVISIONS OF EQUIPMENT.

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

- (a) in the ladies' trade—
 - (i) curling tongs;
 - (ii) scissors;
 - (iii) combs;
 - (iv) clippers (not electric);
 - (v) nail files, cutical scissors and cutical clippers;
- (b) in the gentlemen's trade—
 - (i) clippers (not electric);
 - (ii) scissors;
 - (iii) razors;
 - (iv) neck brush;
 - (v) combs;
 - (vi) strop;
- (c) the employer shall, at his cost and expenses, provide for the use of every apprentice hairdresser employed in his establishment two overalls and/or coats in any one year;

16. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpzaam te wees. Elke werkgewer en elke werknemer is verplig om sulke persone toe te laat om die persele te betree, om sulke navrae te doen en te voltooi en sulke boeke, dokumente, loonstate, tydstate en betaalstate te ondersoek en alle sulke dade te verrig as wat nodig mag wees vir die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word en geen persoon mag aan sodanige 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 nie—

- (a) op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika, met dien verstande dat as 'n immigrant te enige 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 konstitutsie 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 enigeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger op 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 haarkappers bedryf moet *mutatis mutandis* die ure en ander voorwaardes soos in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom; met dien verstande dat werkende werkgewers van 8 vm. tot 6 nm. mag werk op Maandag, Dinsdag, Woensdag, en Donderdag, van 8 vm. tot 6.30 nm. op Vrydag van 8 vm. tot 1 nm. op Saterdag: voorts met dien verstande dat as daar meer as twee vennote is, slegs twee van die werkende vennote aldus van 8 vm. tot 6 nm. op Maandag, Dinsdag, Woensdag en Donderdag, van 8 vm. tot 6.30 nm. op Vrydag en van 8 vm. tot 1 nm. op Saterdag mag-werk.

20. BEHEER OOR PERSELE.

(1) Geen werkgewer mag die haarkappersbedryf uitoefen nie in persele—

- (a) wat nie behoorlik verlig en geventileer is en 'n toereikende toevoer van stromende kou- en warmwater het nie;
- (b) wat nie met geglaseerde wasbakke met afvoerpylp en 'n sisteem vir die onskadelike afvoer van vuilwater toegerus is nie;
- (c) waarvan die mure en vloere nie van materiaal gebou is wat nie skoongehou kan word nie;
- (d) wat uitgerus is met rakke, los en vaste toebehore wat nie van glas, marmer, leiklip gemaak of met enamel afgewerk is nie, of met sink, of 'n ander maklik afwasbare en duursame materiaal bedek is nie;
- (e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die 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, openings, of ander middels van verbinding daarmee.

21. VERSKAFFING VAN UITRUSTING.

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

- (a) In die damesbedryf—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie-elektries);
 - (v) naelvyle, naelskêre en -knippers
- (b) In die herebedryf—
 - (i) knippers (nie-elektries);
 - (ii) skêre;
 - (iii) skeermesse;
 - (iv) nekborsel;
 - (v) kamme;
 - (vi) skeerrieme.

(c) Die werkgewer moet op eie koste en rekening vir elke leerling-haarkapper in sy inrigting in diens, twee oorpakke en/of baadjies per jaar verskaf.

- (d) 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;
- (e) the employer shall provide the laundering of coats and overalls for all his employees at his cost and expenses;
- (2) An employer shall provide each hairdresser with—
 - (a) at least one sterilizing cabinet 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 ½-gallon water to two ounces of formalin for the purpose of sterilizing brushes;
 - (c) at least two shaving brushes so as to allow of one brush, not in use, to be kept in the antiseptic bath;
 - (d) a freshly laundered towel for the use of the employee with each customer;
 - (e) a liquid, powdered or tube soap or shaving cream;
 - (f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;
 - (g) 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" hereinafter referred to as "the fund."

(2) The object of the fund shall be the provision of medical sickness benefits to employees and working employers, hereinafter referred to as members of the fund, to whom this Agreement applies, during period 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 and subject to sub-section 4 (b) (vii) every employer shall each week deduct the following amounts from the wages of each of his weekly employees:—

- (i) 2s. per week for all employees for whom the prescribed minimum wages are £7. 18s. per week or more;
- (ii) 2s. per week for all employees for whom the prescribed minimum wages are £4. 15s. per week or more, but not exceeding £7. 18s. per week;
- (iii) 1s. 6d. per week for all employees for whom the prescribed minimum wages are £2. 13s. 1d. or more per week, but not exceeding £4. 14s. 11d. per week;
- (iv) 9d. per week for all employees for whom the prescribed minimum wages are below £2. 13s. 1d. but not below £1. 5s. per week;
- (v) 1s. per week for all employees who are rejected members of the fund and for whom the prescribed minimum wages are £2. 13s. 1d. per week or more;
- (vi) 6d. per week for all employees who are rejected members of the fund and for whom the prescribed minimum wages are below £2. 13s. 1d. per week;

In addition to the above deductions, every employer shall for the period of 13 (thirteen) weeks reckoned from the time an employee first contributes to the Fund, deduct from the wages of each of his weekly employees, an additional sum of 1s. (one shilling) 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.

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

(c) Every working employer shall contribute 2s. per week on his own behalf, provided that he shall contribute 3s. per week for the first 13 (thirteen) weeks he contributes to the Fund if he is not then already a member of the fund; a working employer who is a rejected member of the Fund, shall contribute 1s. per week on his own behalf.

(d) The employer shall month by month remit "free of exchange" to the Secretary of the Council, P.O. Box 887, or 703, Scotts Building, Plein Street, Cape Town, not later than the 7th day of each and every month, in the form prescribed in Annexure A to this Agreement, the total sum collected under sub-section (3) (b) and (c) of this section plus—

- (i) 1s. 6d. per week in respect of each employee for whom the prescribed minimum wages are £7. 18s. per week or more;
- (ii) 1s. per week in respect of each employee for whom the prescribed minimum wages are £2. 13s. 1d. or more per week but not exceeding £7. 17s. 11d. per week;
- (iii) 6d. per week in respect of each employee for whom the prescribed minimum wages are below £2. 13s. 1d. per week but not below £1. 5s. per week;
- (iv) 1s. per week in respect of each employee who is a rejected member of the fund and for whom the prescribed minimum wages are £2. 13s. 1d. per week or more;
- (v) 6d. per week in respect of each employee who is a rejected member of the fund and for whom the prescribed minimum wages are below £2. 13s. 1d. per week.

(d) In die gevalle waar deur die werkgewer 'n „kleurskema" vir baadjies en oorpakke ingevoer is wat pas by die kleurskema van sy salon, moet hy die nodige oorpakke en baadjies aan sy assistente verskaf.

(e) Die werkgewer moet vir sy koste en rekening sorg vir die was en stryk van baadjies en oorklere vir al sy werknemers.

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

- (a) Ten minste een steriliseerkabinet wat te alle tye vir die doel van steriliseer van alle gereedschap, behalwe skeerkwassies, 'n oplossing van ten minste 40 persent formalien bevat.
- (b) 'n Antiseptiese bad, wat 'n formalienoplossing bevat in die verhouding van 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-gewaste handboek.
- (e) Vloeibare-, poeier-, of pastaseep, of skeerroom.
- (f) 'n Hoeveelheid 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 Oordekte houër waarin na elke behandeling alle vuil papier en 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 „fondsleder", op wie hierdie Ooreenkoms van toepassing is, gedurende tydperke van siekte.

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

(b) Vir die doel van die fonds en behoudens subartikel 4 (b) (vii) moet elke werkgewer elke week die volgende bedrae aftrek van die lone van elkeen van sy weekliks-betaalde werknemers—

- (i) 2s. per week van alle werknemers vir wie die voorgeskrewe minimum lone £7. 15s. of meer per week is;
- (ii) 2s. per week van alle werknemers vir die voorgeskrewe minimum lone £4. 15s. of meer per week is, maar hoogstens £7. 18s. per week;
- (iii) 1s. 6d. per week van alle werknemers vir wie die voorgeskrewe minimum lone £2. 13s. 1d. of meer per week is, maar hoogstens £4. 14s. 11d. per week;
- (iv) 9d. per week van alle werknemers vir wie die voorgeskrewe minimum lone minder as £2. 13s. 1d. maar nie minder as £1. 5s. per week is n.e.;
- (v) 1s. per week vir alle werknemers wat afgewysde lede van die fonds is en vir wie die voorgeskrewe minimum lone £2. 13s. 1d. of meer per week is;
- (vi) 6d. per week vir alle werknemers wat afgewysde lede van die fonds is en vir wie die voorgeskrewe minimum lone minder as £2. 13s. 1d. per week is.

Benewens bogenoemde aftrekkings moet elke werkgewer vir 'n tydperk van 13 (dertien) weke, gereken van die tyd waarop 'n werknemer die eerste keer tot die fonds bydra, 'n bykomende bedrag van 1s. (een shilling) per week van die loon van elkeen van sy werknemers aftrek.

In die geval van maandeliks betaalde werknemers moet die aftrekking maandeliks plaasvind, en dit teen 4½ maal die weeklikse bydraes hierbo genoem.

Geen aftrekkings kan van die besoldiging wat aan 'n vakleerling verskuldig is, gemaak word nie.

(c) Elke werkende werkgewer moet 2s. per week namens homself bydra, met dien verstande dat hy 3s. per week moet bydra vir die eerste 13 (dertien) weke waarin hy tot die fonds bydra as hy nie reeds lid van die fonds is nie; 'n werkende werkgewer wat 'n afgewysde lid van die fonds is, moet 1s. per week namens homself bydra.

(d) Die werkgewer moet maand na maand, nie later as die 7de dag van iedere maand nie, in die vorm wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word, aan die Sekretaris van die Raad, Posbus 887, of Scott's-gebou 703, Pleinstraat, Kaapstad, „vry van bankkommissie", die totale som wat ingevolge subklousule (3) (b) en (c) van hierdie klousule ingevorder is, stuur, plus—

- (i) 1s. 6d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe loon £7. 18s. per week of meer is;
- (ii) 1s. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £2. 13s. 1d. of meer per week, maar hoogstens £7. 19s. 11d. per week is;
- (iii) 6d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon onder £2. 13s. 1d. per week maar minstens £1. 5s. per week is;
- (iv) 1s. per week ten opsigte van elke werknemer wat 'n afgewysde lid van die fonds is en vir wie die voorgeskrewe minimum loon £2. 13s. 1d. of meer per week is;
- (v) 6d. per week ten opsigte van elke werknemer wat 'n afgewysde lid van die fonds is en vir wie die voorgeskrewe minimum loon minder as £2. 13s. 1d. is.

(4) Subject to the provisions of sub-section (6) and to the provisions set out in this sub-section and to the rules governing the administration of the fund, a member who meets with an accident or because 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-ray examinations, operations, injections, specialists' investigations, anaesthetics fees, physiotherapy and/or diathermy treatment, 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 the medical officer of the fund;
- (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 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 performing his work shall be entitled to the same sick pay benefits as would be payable to his hairdresser employee in terms of this sub-section; provided that—

- (i) in cases of accidents only such benefits shall be payable as are not compensable under the Workmen's Compensation Act, 1941;
- (ii) a member shall not be entitled to receive any of the benefits whatsoever prescribed in sub-section 4 of this section unless such member has, during his accident or sickness in respect of which his claim for benefits is made consulted and continuously been attended to by the medical officer of the fund or by a specialists to whom such member has been referred to by the medical officer;
- (iii) notwithstanding anything to the contrary hereinbefore contained no member shall within any continuous period of 12 (twelve) 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 a sum of £60 (sixty pounds).
A member of the fund who due to illness or accident is away from work and who has during any continuous period of 12 (twelve) months calculated from the date on which he first became ill or met with an accident, received benefits from the fund to the total sum of £60 (sixty pounds) shall not be entitled to receive any further benefits whatsoever from the fund until and unless he again resumes active work, subject to the provisions of the preceding paragraph;
- (iv) a member shall when claiming benefits produce a certificate from the medical officer of the fund confirming his accident or sickness;
- (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 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 he has been examined by a medical officer of the fund and recommended for acceptance by such medical officer and unless such employee or working employer produces to the Secretary of the Fund a certificate issued by a Radiologist that he is free from chest trouble; the medical examination and the production of the aforesaid certificate issued by a radiologist shall take place immediately upon the first contribution by such employee or employer to the fund.

No employee or working employer shall be entitled to any of the benefits whatsoever prescribed in sub-section 4 of this section until and unless he has been accepted as a member of the fund.

The aforesaid medical and X-Ray examination shall be at the expense of the fund.

(viii) a member shall not receive any benefits whatsoever in cases of illness or disease arising out of, in connection with or incidental to 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.

4. Behalwe soos bepaal is subklousule (6) die reglement vir beheer van die fonds, is 'n lid wat 'n ongeluk oorkom of siek word—

(a) nadat hy vir 'n tydperk van 13 weke tot die fonds bygedra het geregtig op—

- (i) mediese behandeling met inbegrip van X-straalondersoek, operasies, inspuitings, ondersoek deur spesialiste narkosegelde, hospitaal- en verpleeginrigtinggelde, van hoogstens 7s. 6d. (sewe sjelings en ses pennies) per dag en hospitaaloperasiekamergelde van hoogstens £3. 3s. (drie pond en drie sjelings) mits hulle deur die fonds se geneesheer gemagtig is;
- (ii) lewering van medisyne, verdoewingsmiddels, salwe, verbande en smeermiddels teen 'n deur 'n mediese amptenaar van die fonds getekende voorgeskrif;
- (iii) siektebetaling wat gelyk is aan die helfte van die lone en lewenskostetoelae wat vir so 'n lid in die Ooreenkoms voorgeskrif 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 (8) agt weke binne enige aaneenlopende tydperk van (12) twaalf 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 kragtens hierdie subartikel aan sy haarkapper-werknemer betaalbaar sou wees; met dien verstande dat—

- (i) in gevalle van ongevallen slegs bystand betaal sal word waarvoor geen skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie;
- (ii) 'n lid nie tot betaling van hoegenaamd enige bystand soos voorgeskrif in subklousule (4) van hierdie klousule geregtig is nie, tensy die lid gedurende sy ongeval of siekte waarvoor hy op bystand aanspraak maak onder voortdurende behandeling was van die fonds se geneesheer of van 'n spesialis na wie die lid deur die geneesheer verwys is;
- (iii) ondanks enigiets strydigs wat in die voorgaande vervat is, het geen lid binne 'n ononderbroke tydperk van 12 (twaalf) maande bereken van die datum waarop hy die eerste siek geword of 'n ongeluk oorgekom het reg op betaling van bystand wat tesaam 'n som van £60 (sestig pond) te bowe gaan nie;
'n Lid van die fonds wat weens siekte of ongeval afwesig van werk is en wat gedurende 'n aaneenlopende tydperk van 12 (twaalf) maande, gereken van die datum waarop hy siek geword het of in die ongeluk betrokke geraak het, bystand van die fonds ontvang het ten totale van £60 (sestig pond), het nie reg op verdere bystand hoegenaamd uit die fonds nie totdat en tensy hy aktief weer begin werk, onderworpe aan die bepalinge van die voorgaande paragraaf;
- (iv) 'n lid wat aanspraak op bystand maak, moet 'n sertifikaat van die fonds se geneesheer wat sy ongeval of siekte bevestig, voorlê;
- (v) 'n lid wat vir 'n tydperk van een maand agterstallig met sy ledegeld is, verloor sy reg op bystand;
- (iv) wanneer 'n lid van die fonds tydelik werkloos raak, kan hy 'n lid van die fonds bly en moet in so 'n geval gedurende die hele tydperk van werkloosheid dieselfde weeklikse bydrae wat hy betaal het onmiddellik voordat hy werkloos geword het, tot die fonds bydra;

(vii) geen werknemer of werkende werkgewer word as lid van die fonds aangeneem nie, tensy hy deur 'n geneesheer van die fonds ondersoek en deur die geneesheer vir aanneming aanbeveel is; en tensy die werknemer of werkende werkgewer 'n sertifikaat aan die Sekretaris van die fonds voorlê wat deur 'n radioloog uitgereik is en wat sertifiseer dat hy vry van borskwale is; die mediese ondersoek en die voorlegging van voornoemde sertifikaat deur 'n radioloog uitgereik moet onmiddellik by die eerste bydrae van die werknemer of werkgewer tot die fonds plaasvind;

Geen werknemer of werkende werkgewer het reg op enigeen van die voordele hoegenaamd wat in subklousule (4) van hierdie klousule voorgeskrif word tot tyd en wyl hy as lid van die fonds aangeneem is nie.

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

(viii) in gevalle van ongesteldheid of siekte wat voortspruit uit of in verband staan met 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) a member shall at any time he is required to do so by the Management Board of the fund, undergo an examination by a medical officer and/or specialist and/or radiologist of the fund and/or an X-Ray clinic nominated by the fund. Should any member fail or refuse to comply with the foregoing requirement after seven (7) days notice so to do, or should the medical officer, specialist, radiologist and/or X-Ray clinic recommend that such member should cease to be a member of the fund, then and in that event the management Board shall have the right to exclude and reject such member from the fund.

(5) A rejected member of the fund who meets with an accident or becomes ill shall, notwithstanding anything to the contrary hereinbefore contained, be entitled to receive, after he has contributed towards the fund for a continuous period of 13 (thirteen) weeks, only free medical attention by the medical officer (general practitioner) nominated by the fund and sick pay on the same basis as set out in section 22 (4) (a) (iii) foregoing.

(6) 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.

(7) 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 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.

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

(b) All cheques, drawn on the fund's account shall be signed by the chairman, vice-chairman and by the secretary of the Board who shall be appointed by the Council.

(c) Surplus money in the fund may be placed on deposit with an approved building society or bank or may be invested in 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 costs and expenses incurred in connection with the administration and liquidation of the fund shall be regarded as and form a charge against the fund.

(9) 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 auditors' report thereon shall forthwith be transmitted to the Secretary for Labour.

(10) 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.

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the management board shall continue to administer the fund and the members of the board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, providing however that any vacancy occurring on the board may be filled by the Minister from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the board. In the event of such board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the board and who shall possess all the powers of the board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth

(x) 'n lid moet te eniger tyd wanneer hy aldus deur die beheerraad van die fonds daartoe gelas word, 'n ondersoek ondergaan deur 'n mediese beampte en/of spesialis en/of radioloog van die fonds en/of 'n X-straalkliniek deur die raad aangewys. As 'n lid versuim of weier om aan genoemde instruksie gehoor te gee na 7 (sewe) dae om dit te doen, of as die mediese beampte, spesialis, radioloog en/of X-straalkliniek aanbeveel dat die lid nie langer lid van die fonds moet wees nie, het die beheerraad dan en in daardie geval die reg om die lid van die fonds uit te sluit en af te wys.

(5) 'n Afgewysde lid van die fonds wat in 'n ongeluk betrokke raak of siek word, moet nie teënstaande andersluidende bepalings hierin, geregtig wees tot, nadat hy vir 'n aaneenlopende tyd van 13 (dertien) weke tot die fonds bygedra het, slegs kostelose geneeskundige behandeling deur die mediese beampte (algemene praktisyn) aangewys deur die fonds, en siektebetaling op dieselfde grondslag as wat in klousule 22 (4) (iii) hierbo uiteengesit word.

(6) Uitbetalings uit die fonds ten opsigte van siektebetaling word gestaak sodra die bedrag tot krediet van die fonds minder as £100 is 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.

(7) Die fonds word beheer deur 'n beheerraad bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad aangestel word. Die fonds word beheer kragtens die reglement wat deur die beheerraad opgestel en deur die Raad goedgekeur moet word. Die reglement mag nie in stryd met die bepalings van hierdie artikel 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.

(8) (a) Alle geld wat by die fonds inbetaal word, moet gestort word op 'n spesiale bankrekening wat by 'n bank en/of inrigting wat deur die Raad goedgekeur is, geopen is.

(b) Alle tjeks wat teen die fonds getrek word, moet geteken word deur die Voorsitter, die Ondervoorsitter en die Sekretaris van die beheerraad wat deur die Raad aangestel word.

(c) Surplusgeld in die fonds kan op deposito by 'n goedgekeurde bouvereniging geplaas word, of in Unieleningstifikate belê word; met dien verstande dat voldoende kontant beskikbaar gehou word of 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 likwidasië van die fonds behoort te word, vorm 'n las teen die fonds.

(9) 'n Beroepsouditeur of -ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen die 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 jaarliks en uiterlik op 30 Mei van elke jaar ouditeur 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 geteindig op 30 April, onder alle hoofde behoort te word, saam met 'n staat wat aantoon die bate en laste van die fonds. Ware afskrifte van hierdie state wat deur die Voorsitter van die beheerraad 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 uittoefen en wat geregtig sal wees om daarvan afskrifte te maak, of uittreksels daaruit te maak. Gesertifiseerde afskrifte van beide die state en die ouditeursverslag daarop moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(10) Ingeval hierdie Ooreenkoms afliep deur verloop van tyd of deur enige ander oorsaak moet die fonds verder 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 waarvoor die oorspronklike fonds gestig was.

(11) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die beheerraad voortgaan met die fonds te beheer en die lede van die komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word lede daarvan te wees vir sodanige doeleindes, met dien verstande dat enige vakature wat op die komitee ontstaan egter deur die Minister uit werkgewers of werknemers in die nywerheid, na die geval mag wees, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval sodanige raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel wat al die magte van die Raad vir dié doel sal hê, om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse wat in subartikel 11 van hierdie artikel uiteengesit

G. C. CHALLIS,
Chairman of the Council.
A. E. DAVIS,
Vice-Chairman of the Council.
J. J. CLICK,
Secretary of the Council.

Namens die partye hede die 19de dag van Januarie 1953 in Kaapstad onderteken.

G. C. CHALLIS,
Voorsitter van die Raad.
A. E. DAVIS,
Ondervoorsitter van die Raad.
J. J. GLICK,
Sekretaris van die Raad.

MONTHLY RETURN BY EMPLOYER.

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY.

Month _____
Receipt No. _____
Official _____

THIS RETURN MUST BE LODGED WITH THE SECRETARY BY NOT LATER THAN THE 7TH DAY OF EACH AND EVERY MONTH, SUCCEEDING THE MONTH FOR WHICH THIS RETURN IS COMPLETED.

Return for the Month of _____ 19____
Name of Saloon _____ Address of Saloon _____ P.O. Box No. _____ Phone No. _____

[illegible]

P.T.O.

NYWERHEID VIR DIE HAARKAPPERSBEDRYF (KAAPSE SKIEREILAND).

WERKGEWER SE MAANDELIKSE OPGAWE

ALLEEN VIR KANTOORGEBRUIK.

Maand Kwitansie No. Amptenaar

HIERDIE OPGAWE MOET OP OF VOOR DIE 7^{DE} DAG VAN DIE MAAND NA OP DIE MAAND WAARVOOR DIT INGEVUL
IS BY DIE SEKRETARIS INGEDIEN WORD.

Opgawe vir die maand _____ 19_____
 Naam van salon _____ Adres van salon _____ Posbus _____ Foonno. _____

[illegible]