



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE
Government Gazette
Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXX.]

PRICE 6d.

PRETORIA, 6 MAY 1955.
6 MEI

PRYS 6d.

[No. 5464.]

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 961.] [6 May 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, EAST LONDON.

I, JOHANNES DE KLERK, 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 union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that 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 (b), 3 to 15 (inclusive), 17, 19 and 21 to 24 (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.
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London 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 3 to 15 (inclusive), 17, 19 and 21 to 24 (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.

J. DE KLERK,
Minister of Labour.

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 961.] [6 Mei 1955.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, OOS-LONDEN.

Ek, JOHANNES DE KLERK, 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 wat op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 1 (b), 3 tot en met 15, 17, 19 en 21 tot en met 24 van genoemde Ooreenkoms, 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 ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die Magistraatsdistrik Oos-Londen; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 3 tot en met 15, 17, 19 en 21 tot en met 24 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die Magistraatsdistrik Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woord-omskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, EAST LONDON AND BORDER.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

East London and Border Master Hairdressers Association (hereinafter referred to as the "employers" or "employers' organisation"), of the one part, and the

South African Hairdressers' Employees' Industrial Union (hereinafter referred to as the "employees" or "trade union"), of the other part,

being parties to the Industrial Council for the Hairdressing Trade, East London and Border.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Hairdressing Trade in the Magisterial District of East London by all employers who are members of the employees' organisation and by all employees who are members of the trade union and for whom wages are prescribed in section 4 (1).

(b) *Application of Agreement to Apprentices.*—The terms of this Agreement shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, No. 37 of 1944, as amended or any conditions fixed or contracts entered into 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. DEFINITION.

Any terms of this Agreement which are defined in the Act shall have the same meanings 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, 1937;

"Agreement" means an Agreement published and made binding on employers and employees in the Hairdressing Trade in accordance with the provisions of the Industrial Conciliation Act, 1937;

"apprentice" means an employee serving under a written contract of apprenticeship entered into or deemed to be entered into in terms of the Apprenticeship Act, 1944;

"casual employee" means an employee (male or female) who is employed by a particular employer for not more than two days in any one week;

"Council" means the Industrial Council for the Hairdressing Trade, East London and Border, registered in terms of section nineteen of the Industrial Conciliation Act, 1937;

"part-time labourer" means an employee performing duties of a labourer for not more than three consecutive hours on any day;

"Determination" means a Determination made and published in accordance with the provisions of the Wage Act, 1937;

"establishment" means any place in which toilet services are rendered to Europeans;

"experience" means, except as elsewhere provided, the total period of service an employee has had in the Hairdressing Trade;

"hairdresser" means an employee other than a minor referred to in section 4 (i) (d) or an apprentice indentured in terms of the Apprenticeship Act of 1944 who performs any one or more of the operations referred to in the definition of toilet services and who—

(a) has served a contract of apprenticeship in the Hairdressing Trade in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act of 1944; or

(b) can satisfy the Council by examination or otherwise of competency in the ladies' trade in cutting, marcel waving, setting, bleaching, dyeing, all methods of permanent waving and beauty culture; or in the men's trade in cutting, shaving, shampooing (dry and oil) and razor setting; or

(c) holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other body which in the opinion of the Council, is competent to issue such certificate.

"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;

"labourer" means an employee employed in cleaning and/or sweeping of premises, cleaning shoes, running errands, and washing of utensils and/or toilet requisites;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
OOS-LONDEN EN GRENS.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

East London and Border Hairdressers' Association (hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

South African Hairdressers' employees' Industrial Union (hieronder die „werknemers" of „vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Oos-Londen en Grens.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die haarkappersbedryf in die Magistraatsdistrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en vir wie lode in artikel 4 (1) voorgeskrif word.

(b) *Toepassing van Ooreenkoms op vakleerlinge.*—Die bepalings van hierdie Ooreenkoms is van toepassing op vakleerlinge vir sover dit nie met die bepalings van die Wet op Vakleerlinge, No. 37 van 1944, soos gewysig, strydig is nie, ook nie met enige voorwaardes wat hierby vasgestel of kontrakte wat aangegaan is nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasstel en bly twee jaar lank van krag of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf is, het dieselfde betekenis as in die Wet; enige verwysing na 'n wet of ordonnansie omvat elke wysiging van sodanige wet of ordonnansie en tensy 'n ander bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts tensy dit strydig met die samehang is, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„Ooreenkoms", 'n Ooreenkoms gepubliseer en bindend gemaak vir werkgewers en werknemers in die haarkappersbedryf ingevolge die bepalings van die Nywerheid-versoeningswet, 1937;

„vakleerling", 'n werknemer wat in diens is kragtens 'n skriftelike vakleerlingkontrak wat aangegaan is of beskou word as aangegaan kragtens die bepalings van die Wet op Vakleerlinge, 1944;

„los werknemer", 'n werknemer (manlik of vroulik) wat hoogstens twee agtereenvolgende dae in 'n week by 'n besondere werkgever in diens is;

„Raad", die Nywerheidsraad vir die Haarkappersbedryf, Oos-Londen en Grens, geregistreer kragtens artikel negentien van die Nywerheid-versoeningswet, 1937;

„deeltydse arbeider", 'n werknemer wat die pligte van 'n arbeider vir hoogstens drie agtereenvolgende ure op enige dag nakom;

„Vasstelling", 'n vasstelling gemaak en gepubliseer kragtens die bepalings van die Loonwet, 1937;

„inrigting", elke plek waarin toilet dienste aan blankes verleen word;

„ondervinding", uitgesonderd soos elders bepaal, die totale tydperk van diens wat 'n werknemer in die haarkappersbedryf gehad het;

„haarkapper", 'n werknemer, uitgesonderd 'n minderjarige genoem in artikel (4) (i) (d), of 'n vakleerling ingeboek kragtens die Wet op Vakleerlinge, 1944, wat een of meer van die werksaamhede verrig genoem in die woordomskrywing van toilet dienste en wat—

(a) 'n vakleerlingkontrak in die haarkappersbedryf gedien het kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944; of

(b) die Raad deur middel van 'n eksamen of andersins kan oortuig dat hy in die damesafdeling bekwaam is in hare knip, marcelkartel, set, bleik, kleur, alle metodes van permanente kartel en skoonheidsbehandeling; of in die mansafdeling in hare knip, skeer, hare was (droog of olie) en skeermesse skerpmak; of

(c) 'n algemene sertifikaat van bevoegdheid besit wat deur die Raad uitgereik is, of deur sodanige ander liggaam as wat, na die Raad se mening, bevoeg is om sodanige sertifikaat uit te reik;

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

„damesafdeling", die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin omskryf, aan vroulike persone verleen word;

„arbeider", 'n werknemer wat persele skoonmaak en/of vee, skoene skoonmaak, boodskappe aflewer en gerei en/of toilet gereedskap was;

„mansafdeling", die afdeling van die haarkappersbedryf waarin toilet dienste soos hierin omskryf aan mans persone verleen word;

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

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

"piece-work" means any system by which earnings are based on quantity or output of work done;

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

"toilet services" means in relation to—

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

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

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

4. WAGES.

(1) Subject to the provisions of sub-sections (2), (3) and (4) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per Week.	£ s. d.
(a) Gentlemen's Section.		
(i) Hairdresser, male or female	7 10 0	
(ii) Casual employee, per day	1 7 7	
(b) Ladies' Section.	Per Month.	£ s. d.
(i) Hairdresser, male	29 3 4	
(ii) Hairdresser, female	19 10 0	
(iii) Casual employee, per day	1 7 7	
(iv) Receptionist and/or telephonist and/or counterhand (qualified)	Per Week.	Per Month.
	£ s. d.	£ s. d.
During first year of experience	1 12 4	7 0 0
During second year of experience	1 16 11	8 0 0
During third year of experience	2 3 10	9 10 0
During fourth year of experience	2 13 1	11 10 0

A temporary employee shall be paid a pro rata amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.

	Per Week.	£ s. d.
(c) Gentlemen's and Ladies' Trade.		
Minors employed in the trade of ladies' and/or gentlemen's hairdressers designated in terms of 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	
	Per Week.	Per Month.
	£ s. d.	£ s. d.

	Per Week.	£ s. d.
(d) Labourer.		
Male or female of the age of 18 years and over	1 2 6	4 17 6
Under 18 years of age	0 17 6	3 15 10

(e) Part-time labourer, per hour: 6d.

(2) An employer shall pay an employee who in any one week performs work in both the gentlemen's and ladies' sections wages in respect of that whole week calculated at the highest rate prescribed in sub-section (1) for any of the work performed by him.

(3) An employer shall pay to every employee in his service who performs toilet services (other than an apprentice or minor in respect of whose employment notice has been given to the Council in terms of section 6 of this Agreement), not less than the minimum wages prescribed for a hairdresser performing similar toilet services.

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

"minderjarige", 'n werknemer onder die ouderdom van 21 jaar wat in die damesafdeling en/of mansafdeling van die haarkappersbedryf, aangewys kragtens die Vakleerlingen Wet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, in diens is gedurende die gebruikelike proeftydperk wat hy aldus sonder 'n vakleerlingkontrak in diens mag wees;

"premie", sonder om in 'n enkele opsig die gewone betekenis van die uitdrukking te beperk, 'n vergoeding van watter aard ook, wat in ruil vir die opleiding van 'n persoon in een of beide van die afdelings van die kappersbedryf gegee word;

"stukwerk", enige stelsel waarvolgens verdienste op die hoeveelheid of omvang van gedane werk gegronde word;

"ontvangklerk en/of telephonis", 'n vroulike werknemer wat hoofsaaklik werksaam is vir die doel om klante te ontvang en/of bestellings oor die telefoon of andersins te boek of ander soort klerklike werk te verrig asook om kontant en toonbankverkope te hanteer;

"toilet dienste", met betrekking tot—

(a) damesafdeling, die werksaamhede van hare was, hare knip, hare skroei, masseer (kop of gesig), kartel (permanent), marcel en set, hare kleur, tint, manikuur, winkbroue pluk, bordwerk en haarkundige behandeling;

(b) mansafdeling, hare knip, skeer, hare was, hare skroei, masseer (kop of gesig) en haarkundige behandeling;

"werkende werkgewer", 'n werkgewer of enige vennoot in 'n vennootskap, wat self soortgelyke werk verrig as wat deur enigeen van sy werknemers verrig word.

4. LONE.

(1) Behoudens die bepalinge van subartikels (2), (3) en (4) van hierdie artikel, mag geen lone teen laer skale as die volgende deur 'n werkgewer betaal, of deur 'n werknemer aangeneem word nie—

	Per week.	£ s. d.
(a) Mansafdeling—		
(i) Haarkapper, manlik of vroulik	7 10 0	
(ii) Los werknemer, per dag	1 7 7	
(b) Damesafdeling—		
(i) Haarkapper, manlik	29 3 4	
(ii) Haarkapper, vroulik	19 10 0	
(iii) Los werknemer, per dag	1 7 7	
(iv) Ontvangklerk en/of telephonis en/of toonbankklerk (gekwalifiseer)	Per week.	Per maand.
	£ s. d.	£ s. d.
Gedurende eerste jaar ondervinding	3 2 4	13 10 0
Gedurende tweede jaar ondervinding	1 12 4	7 0 0
Gedurende derde jaar ondervinding	1 16 11	8 0 0
Gedurende vierde jaar ondervinding	2 3 10	9 10 0
Gedurende vyfde jaar ondervinding	2 13 1	11 10 0

'n Tydelike werknemer moet vir die tydperk wat hy werklik gewerk het, 'n pro rata bedrag betaal word teen die voorgeskrewe skaal wat van toepassing is op die klas werk wat hy verrig.

	Per week.	£ s. d.
(c) Mans- en damesafdeling—		
Minderjariges wat in die bedryf van dames- en/of manskapper, soos aangewys kragtens die Wet op Vakleerlinge, 1944, in diens is gedurende die proeftyd wat hulle ingevolge daardie Wet sonder vakleerlingkontrak in diens mag wees	1 0 0	
	Per week.	Per maand.
	£ s. d.	£ s. d.

	Per Week.	£ s. d.
(d) Arbeider—		
Manlik of vroulik, ouderdom 18 jaar en ouer	1 2 6	4 17 6
Onder 18 jaar	0 17 6	3 15 10

(e) Deeltydse arbeider, per uur: 6d.

(2) 'n Werkgewer moet 'n werknemer wat in enige enkele week in sowel die mans- as die damesafdeling werk, 'n loon betaal ten opsigte van daardie hele week, bereken teen die hoogste skaal voorgeskryf in subartikel (1) vir enigeen van die werksaamhede wat deur hom verrig word.

(3) 'n Werkgewer moet aan elke werknemer in sy diens wat toilet dienste verrig (uitgesonderd 'n vakleerling of minderjarige ten opsigte van wie se diens kennis aan die Raad kragtens artikel 6 van hierdie Ooreenkoms gegee is) minstens die minimum loon betaal wat voorgeskryf is vir 'n haarkapper wat soortgelyke toilet dienste verrig.

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

(5) An employee on piece-work shall be paid the full amount earned by him under the piece-work rates during any period, provided that the amount shall not be less than the amount which the employee would have received in terms of this Agreement had he been employed as a time-worker to perform the same class of work during the same period.

(6) For the purpose of this Agreement the wages shall not include commission.

(7) Any employee, who, on the pay day immediately preceding the date on which this Agreement comes into force, was in receipt of wages higher than those prescribed in section 4 shall continue to be paid at a higher rate while in the service of the same employer.

5. PAYMENT OF EARNINGS.

(1) Except in the case of casual employees, wages of employees in the gentlemen's section shall be paid in cash weekly, during working hours, at the place where the employee is engaged or employed, provided that if the contract of service of an employee is terminated before the usual pay day, wages and payment due to him in terms of this Agreement shall be paid immediately on such termination.

(2) Except in the case of casual employees, wages of employees in the ladies' section shall be paid in cash monthly during working hours at a place where the employee is employed or engaged at the time of payment; provided that if the contract of service of an employee is terminated before the usual pay day, wages and payments due to him in terms of this Agreement shall be paid immediately on such termination.

(3) Casual and temporary employees shall be paid in cash at the same time as the other employees or immediately on the termination of their employment if this takes place before the usual pay day.

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

- (a) Save as provided in sections 8 and 9, where the employee absents himself from work, other than on the instruction of the employer, a pro rata amount for the period of such absence.
- (b) Contributions to Council funds in terms of section 14 of this Agreement.
- (c) With the written consent of the employee deductions for trade union subscriptions and levies, holiday, sick, insurance and pension funds.
- (d) Any amount paid by an employer compelled by law, ordinance or legal process to make payments on behalf of an employee.

6. CLASSIFICATION OF EMPLOYEES.

Each employer shall notify the Council in writing of the employment and discharge of any minor or apprentice and furnish full particulars of the minor's or apprentice's name, age, and experience and of the wage to be paid to the apprentice or minor.

7. HOURS OF WORK.

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

- (a) For more than 46 hours excluding meal hours in any one week.
- (b) For more than 8½ hours, between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays in the case of gentlemen's hairdressing and between 8.30 a.m. to 6 p.m. in the case of ladies' hairdressing.
- (c) For more than 5 hours between 8 a.m. and 1 p.m. on a Saturday, in the case of gentlemen's hairdressing, and for more than 4½ hours between 8.30 a.m. to 1 p.m. in the case of ladies' hairdressing.

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

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

(4) *Prohibition of Over-time.*—No employee shall be permitted or required to work in excess of the hours prescribed in subsection (1).

(5) *Meal Breaks.*—No employer shall require or permit any 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 of over-time; provided that—

- (a) if such interval be longer than for one hour any period in excess of one hour and a quarter 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;
- (c) meal breaks shall be taken between 12 noon and 2 p.m. on each and every working day except Saturday.

(5) 'n Werknemer wat stukwerk verrig, moet die volle bedrag betaal word wat hy gedurende enige tydperk volgens die stukwerkskale verdien het; met dien verstande dat die bedrag nie minder mag wees as die bedrag wat die werknemer kragtens hierdie Ooreenkoms sou ontvang het as hy gedurende dieselfde tydperk as 'n tydwerker vir die verrigting van dieselfde klas werk in diens was nie.

(6) Vir die toepassing van hierdie Ooreenkoms moet die lone nie kommissie insluit nie.

(7) 'n Werknemer wat op die betaaldag onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, 'n loon ontvang het wat hoër is as dié wat in artikel 4 voorgeskryf word, moet steeds teen die hoër loon betaal word solank hy by dieselfde werkgever in diens bly.

5. BETALING VAN VERDIENSTE.

(1) Uitgesonderd in die geval van los werknemers moet die loon van werknemers in die mansafdeling weekliks gedurende werkeure in kontant betaal word op die plek waar die werknemer werksaam of in diens is; met dien verstande dat as die dienskontrak van 'n werknemer voor die gebruikelike betaaldag eindig, sy loon en verdienste wat kragtens hierdie Ooreenkoms aan hom verskuldig is, onmiddellik by sodanige beëindiging van die diens betaal moet word.

(2) Uitgesonderd in die geval van los werknemers moet die loon van werknemers in die damesafdeling maandeliks gedurende werkeure in kontant betaal word op die plek waar die werknemer tydens betaling werksaam of in diens is; met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag eindig, sy loon en verdienste wat kragtens hierdie Ooreenkoms aan hom verskuldig is, onmiddellik by beëindiging van die diens betaal moet word.

(3) Los en tydelike werknemers moet terselfdertyd as die ander werknemers in kontant betaal word, of onmiddellik by beëindiging van hul diens as dit voor die gewone betaaldag plaasvind.

(4) Geen aftrekking hoegenaamd, uitgesonderd die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, gemaak word nie:—

- (a) Behoudens die bepalings van artikels 8 en 9, as die werknemer van die werk af wegbly, uitgesonderd op las van die werkgever, 'n pro rata bedrag vir die tydperk van afwesigheid;
- (b) bydraes aan die Raadsfonds kragtens artikel 14 van hierdie Ooreenkoms;
- (c) met die skriftelike toestemming van die werknemer, aftrekkings vir vakverenigingsgedeelte en -heffings, verlof-, siekte-, versekerings- en pensioenfondse;
- (d) enige bedrag betaal deur 'n werkgever wat by wet, ordonnansie of regsgeeding verplig word om betalings namens 'n werknemer te doen.

6. INDELING VAN WERKNEMERS.

Elke werkgever moet die Raad skriftelik kennis gee van die indiensneming en ontslag van enige minderjarige of vakleerling en volledige besonderhede verstrek van die minderjarige of vakleerling se naam, ouderdom en ondervinding en die loon wat aan die minderjarige of vakleerling betaal moet word.

7. WERKURE.

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat en geen werknemer mag toestem om soos volg te werk nie:—

- (a) Langer as 46 uur in enige week, uitgesonderd etensure.
- (b) Langer as 8½ uur tussen 8 vm. en 6 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae in die geval van mansafdelings en tussen 8.30 vm. en 6 nm. in die geval van damesafdelings.
- (c) Langer as 5 uur tussen 8 vm. en 1 nm. op 'n Saterdag in die geval van mansafdelings en langer as 4½ uur tussen 8.30 vm. en 1 nm. in die geval van damesafdelings.

(2) Elke werkgever moet op 'n duidelik sigbare plek in sy inrigting 'n tydrooster vertoon wat die name van sy werknemers voluit vermeld. Sodanige tydrooster moet voor 12-uur middag op die laaste werkdag van die week vóór die week waarop die tydrooster betrekking het, opgeplak word en moet duidelik die begintyd, die middagepouse en die ophoutyd van elke werknemer aantoon.

(3) *Werkure moet aaneenlopend wees.*—Alle werkure van 'n werknemer moet aaneenlopend wees, uitgesonderd vir etensure.

(4) *Verbod op oortyd.*—Geen werknemer mag toegelaat of verplig word om langer te werk as die ure wat in subartikel (1) voorgeskryf is nie.

(5) *Eetpouses.*—Geen werkgever mag van 'n werknemer vereis of hom toelaat om op enige dag langer as vyf uur aaneen te werk nie sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie en sodanige onderbreking moet as deel van die gewone werkure of oortyd gereken word; met dien verstande dat—

- (a) indien sodanige onderbreking langer as een uur duur, enige tydperk bo 1½ uur as gewone werkure beskou moet word;
- (b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, moet as aaneenlopend beskou word;
- (c) Eetpouses moet op elke en iedere werkdag, uitgesonderd Saterdag, tussen 12-uur middag en 2 nm. geneem word.

(6) An employer shall grant to each employee for whom wages are prescribed in clause 4 (1) a rest interval of not less than ten minutes at or as nearly as practicable, the middle of each morning and afternoon working period and such interval shall, for the purpose of remuneration, be reckoned as part of the ordinary working hours.

(7) Notwithstanding the provisions of sub-section (1) and (4), employees and working employers in ladies' hairdressing may work for a period not exceeding fifteen minutes on any one day or a total period of not more than one hour in any one week after the closing hours specified in sub-section (1) for the purpose of attending to customers who may be in an establishment at such closing hours. Any time worked after the closing hours in terms of this paragraph shall not be reckoned as time worked.

8. PAID LEAVE.

(1) All employees shall be granted leave on full pay on all public holidays and every employer shall grant to every employee employed by him, in respect of each period of twelve months employment with him, and so as to commence not later than two months after the termination of the said period, leave of absence on full pay of not less than 14 (fourteen) consecutive days; provided that—

- (a) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South African Defence Act, 1912; and
- (b) if any public holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) The employer shall pay to an employee to whom leave is granted in sub-section (1), his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(3) Upon termination of employment, the employer shall pay to his employee the full pay—

- (a) in respect of any period of leave which has accrued to him but was not granted before the termination of employment; and
- (b) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (1), or in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(4) Any period during which an employee—

- (a) is on leave in terms of sub-section (1);
- (b) is required to undergo training under the South African Defence Act, 1912;
- (c) is absent from work on the instructions or at the request of the employer;
- (d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of sub-sections (1) and (3); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence of more than three consecutive days, if the employee fails, after the request for such a certificate by the employer, to submit to the employer a certificate by a registered medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days.

(5) Any amount paid to an employee in terms of sub-section (2) or sub-section (3) shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(6) For the purpose of this section employment shall be deemed to commence—

- (a) in the case of an employee who before the coming into operation of this Agreement became entitled to leave in terms of any other law, from the date on which such employee last became entitled to leave; provided that if such leave has not been granted earlier it shall be granted within two months from the date of coming into operation of this Agreement;
- (b) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom any other law relating to leave applied but who had not become entitled to leave in terms hereof, from the date upon which such employment commenced;
- (c) in the case of any other employee from the date upon which such employee entered his employer's service or the date of coming into operation of this Agreement whichever is the later.

(7) Subject to the provisions of sub-section (3) no employer or employee shall pay or accept any amount in lieu of leave.

9. SICK LEAVE.

Remuneration during Sickness.—An employee who has completed three months employment with the same employer and who is absent from work through sickness or accident not caused by the employee's neglect or misconduct, shall be paid not less than the weekly remuneration which the employee was receiving immediately prior to the date on which he became sick, divided by six for each day of such absence not exceeding twelve working

(6) 'n Werkgever moet aan elke werknemer vir wie lone in kousule 4 (1) voorgeskryf word, 'n ruspouse van minstens tien minute toestaan op of so na as moontlik aan die middel van elke oggend- en middagwerktydperk, en daardie ruspouse moet vir die doeleindes van besoldiging as deel van die gewone werkure gereken word.

(7) Ondanks die bepalings van subartikels (1) en (4), kan werknemers en werkende werkgevers vir 'n tydperk van hoogstens vyftien minute op 'n dag, of 'n totale tydperk van hoogstens een uur in enige week, ná die sluitingsure in subartikel (1) genoem, bly werk vir die doel om klante wat op genoemde sluitingsure in 'n inrigting aanwesig is, te bedien. Die tyd wat kragtens hierdie paragraaf na die sluitingsure gewerk word, moet nie as tyd wat gewerk is, gereken word nie.

8. VERLOF MET BESOLDIGING.

(1) Op alle openbare vakansiedae moet verlof met volle besoldiging aan alle werknemers toegestaan word en elke werkgever moet aan elke werknemer in sy diens ten opsigte van elke tydperk van twaalf maande diens by hom en so dat dit nie later as twee maande na beëindiging van die genoemde tydperk begin nie, verlof met volle besoldiging van minstens 14 (veertien) agtereenvolgende dae toestaan; met dien verstande dat—

(a) die tydperk van sodanige verlof nie met 'n tydperk wat die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie; en

(b) as enige openbare vakansiedag binne die tydperk van die verlof val, daardie vakansiedag as 'n verdere tydperk van verlof met volle besoldiging by die genoemde tydperk gevoeg moet word.

(2) Die werkgever moet aan die werknemer aan wie verlof ingevolge subartikel (1) toegeken is, sy besoldiging ten opsigte van die tydperk van verlof voor of op die laaste werkdag voor die aanvang van die verlof betaal.

(3) By diensbeëindiging moet die werkgever sy werknemer sy volle besoldiging betaal—

(a) ten opsigte van enige tydperk van verlof wat vir hom opge-loop het, maar nog nie voor beëindiging van diens toegeken was nie; en

(b) vir een dag ten opsigte van elke voltooide maand diens by die werkgever na die datum waarop hy laas op verlof kragtens subartikel (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die datum waarop sy diens begin het.

(4) Enige tydperk wat 'n werknemer—

- (a) met verlof kragtens subartikel (1) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) weens siekte van werk afwesig is;

moet as diens vir die toepassing van subartikels (1) en (3) beskou word; met dien verstande dat die bepalings van paragraaf (d) nie ten opsigte van 'n tydperk van afwesigheid van meer as drie agtereenvolgende dae van toepassing is nie, as die werknemer in gebreke bly om, nadat sy werkgever daarom gevra het, aan die werkgever 'n sertifikaat van 'n geregistreerde geneesheer voor te lê dat hy deur siekte verhinder was om te werk, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens, wat meer as 30 dae is.

(5) Enige bedrag wat aan 'n werknemer betaal word ingevolge subartikel (2) of subartikel (3), moet bereken word teen die loonskaal wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof verskuldig geword het, of, na gelang van die geval, sy diens geëindig het.

(6) Vir die toepassing van hierdie artikel word dit beskou dat diens begin—

(a) in die geval van 'n werknemer wat voor hierdie Ooreenkoms in werking getree het, geregtig geword het op verlof kragtens enige ander wet, van die datum waarop die werknemer laas op verlof geregtig geword het; met dien verstande dat as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na die datum waarop hierdie Ooreenkoms in werking tree, toegestaan moet word;

(b) in die geval van 'n werknemer wat in diens was voor hierdie Ooreenkoms in werking getree het en op wie 'n ander wet met betrekking tot verlof van toepassing was, maar wat nog nie op verlof ingevolge daarvan geregtig geword het nie, van die datum waarop die diens begin het;

(c) in die geval van elke ander werknemer, van die datum waarop hy by sy werkgever in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

(7) Behoudens die bepalings van subartikel (3), mag geen werkgever of werknemer 'n bedrag in plaas van verlof betaal of aanneem nie.

9. SIEKTEVERLOF.

Besoldiging gedurende siekte.—'n werknemer wat drie maande diens by dieselfde werkgever voltooi het en wat van die werk afwesig is weens siekte of ongeluk wat nie deur die werknemer se nalatigheid of wangedrag veroorsaak is nie, moet minstens die weeklikse besoldiging betaal word wat die werknemer onmiddellik voor die datum waarop hy siek geword het, ontvang het, gedeel deur ses vir elke dag van sodanige afwesigheid van

days in the aggregate in any one year of employment calculated from the date of coming into operation of this Agreement or from the date on which the employee entered his employer's service, whichever is the later; provided that an employer may—

- (a) require his employee to produce a medical certificate in respect of any absence in proof of such sickness or accident;
- (b) deduct the amount of any compensation payable under the provisions of the Workmen's Compensation Act, 1934, in respect of such sickness or accident.

10. NOTICE OF TERMINATION OF EMPLOYMENT.

(1) One month's notice shall be given by an employer or employee of the ladies' section to terminate a contract of service provided that this shall not affect the right of an employer or employee to terminate employment without notice for any good cause recognised by law as sufficient.

(2) One week's notice shall be given by an employer or employee in the gentlemen's section to terminate a contract of service, provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient.

(3) The provisions of sub-sections (1) and (2) of this section shall not effect the right of an employer or an employee to enter into an agreement which provides for a period of notice of equal duration on both sides which exceeds the period of notice as set out in sub-sections (1) and (2) (in the case of a weekly paid employee, one week's notice, in the case of a monthly paid employee, one month's notice).

(4) The provisions of sub-sections (1) and (2) of this section shall not apply to casual or temporary employees.

(5) Notice in terms of sub-sections (1) of this section shall not run concurrently with sick leave taken in terms of section 9 or with any leave due to an employee.

11. CERTIFICATE OF COMPETENCY.

Where it is proved to the satisfaction of the Council that a person is, by virtue of his competency, entitled to be classified as a hairdresser it shall issue to such person a certificate of competency.

12. INTERPRETATION OF AGREEMENT.

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

(2) Any dispute which may arise shall be referred to the Council.

13. EXEMPTIONS.

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

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

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

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

(4) The Secretary of the Council shall—

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

14. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expense of the Council each employer shall pay—

- (a) 6s. (six shillings) per month for each saloon;
- (b) 1s. (one shilling) per month for each qualified hairdresser in his employment.

(2) The employer shall deduct from the earnings of each of his employees for whom the minimum wages are prescribed in this Agreement as follows:—

Hairdressers: 4s. (four shillings) per month.

Telephonists, receptionists and counterhands whose wages are £9. 10s. per month or over: 1s. 6d. (one shilling and sixpence) per month.

Telephonists, receptionists and counterhands whose wages are below £9. 10s. per month: 1s. (one shilling) per month.

(3) The employer shall forward the total amount of subscriptions and deductions as shown in sub-section (1) and (2) of this section to the Secretary of the Council on the form prescribed in Annexure A hereto not later than the 10th day of each and every month.

hoogstens 12 werkdag in 'n jaar diens nie, gereken van die datum waarop hierdie Ooreenkoms in werking tree, of, na gelang van die jongste, die datum waarop die werknemer by die werkgever in diens getree het; met dien verstande dat 'n werkgever—

- (a) van sy werknemer kan vereis om 'n doktersertifikaat as bewys van siekte of ongeluk ten opsigte van elke afwesigheid te toon;
- (b) die bedrag van enige skadeloosstelling wat kragtens die Werksmense Skadeloosstellingwet, 1934, ten opsigte van daardie siekte of ongeluk betaalbaar is, kan aftrek.

10. DIENSOPSEGGING.

(1) 'n Werkgever of werknemer in die damesafdeling moet een maand diensopsegging vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie 'n werkgever of werknemer se reg raak om die kontrak sonder diensopsegging te beëindig weens 'n goeie rede wat wetlik as voldoende erken word nie.

(2) 'n Werkgever of werknemer in die mansafdeling moet een week diensopsegging vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie 'n werkgever of werknemer se reg raak om die kontrak sonder diensopsegging te beëindig weens 'n goeie rede wat wetlik as voldoende erken word nie.

(3) Die bepalinge van subartikels (1) en (2) van hierdie artikel maak nie inbreuk nie op 'n werkgever of 'n werknemer se reg om 'n ooreenkoms te sluit wat voorsiening maak vir 'n termyn van opsegging van gelyke duur vir albei die partye en vir langer as die termyn van opsegging soos in subartikels (1) en (2) voorgeskryf (in die geval van 'n weekliks betaalde werknemer, een week, in die geval van 'n maandeliks betaalde werknemer, een maand se opsegging).

(4) Die bepalinge van subartikels (1) en (2) van hierdie artikel is nie van toepassing op los of tydelike werknemers nie.

(5) Diensopsegging kragtens subartikel (1) van hierdie artikel mag nie saamval met siekteverlof wat kragtens artikel 9 geneem word of met enige verlof wat aan 'n werknemer verskuldig is nie.

11. SERTIFIKAAT VAN BEKWAAMHEID.

Nadat dit tot bevrediging van die Raad bewys is dat 'n persoon uit hoofde van sy bekwaamheid daarop reg het om as haarkapper ingedeel te word, moet hy 'n sertifikaat van bekwaamheid aan sodanige persoon uitreik.

12. VERTOLKING VAN OOREENKOMS.

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

(2) Enige geskil wat kan ontstaan, moet na die Raad verwys word.

13. VRYSTELLINGS.

(1) Die Raad kan om enige goeie en voldoende rede aan of ten opsigte van 'n persoon vrystelling van eenige van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word, en die termyn waarvoor die vrystelling geldig is, vasstel; met dien verstande dat die Raad, na goeddunke, nadat een week skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingssertifikaat kan herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat, wat deur hom onderteken is, uitreik, wat die volgende vermeld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalinge van subartikel (2) van hierdie artikel vasgestel is en waarop die vrystelling verleen word, en die geldigheidsduur van die vrystelling.
- (4) Die Sekretaris van die Raad moet—
- (a) van elke sertifikaat wat uitgereik word, 'n kopie hou en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, Oos-Londen, stuur; en
 - (b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

14. UITGAWES VAN DIE RAAD.

(1) Om te voorsien in die uitgawes van die Raad, moet elke werkgever ondergenoemde betaal:—

- (a) 6s. (ses sjelings) per maand t.o.v. elke salon;
- (b) 1s. (een sjieling) per maand t.o.v. elke gekwalifiseerde haarkapper in sy diens.

(2) Die werkgever moet ondergenoemde bedrae van die verdienste van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, aftrek:—

Haarkappers: 4s. (vier sjelings) per maand.

Telefoniste, ontvangkierke en toonbankkierke wie se lone £9. 10s. per maand of meer is: 1s. 6d. (een sjieling en ses pennies) per maand.

Telefoniste, ontvangkierke en toonbankkierke wie se lone minder as £9. 10s. per maand is: 1s. (een sjieling) per maand.

(3) Die werkgever moet die totale bedrag aan ledegeld en aftrekkings wat in subartikels (1) en (2) van hierdie artikel genoem word, op of voor die 10de dag van elke maand in die vorm voorgeskryf in Aanhangsel A hiervan aan die Sekretaris van die Raad stuur.

(4) The provision of sub-sections (1) and (2) of this section shall apply to working employers.

(5) This section shall not apply to apprentices, minors and labourers.

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section as well as the full name of all the partners and the Title under which the partnership operates, shall be furnished.

(3) Every employer shall forward to the Secretary of the Council a notification of any change in any of the particulars required to be furnished in terms of this section within 14 (fourteen) days of the date upon which such change takes effect.

(4) The Secretary of the Council shall maintain a register of employers (including partnerships) and their employees.

16. AGENTS.

(1) The Council shall appoint one or more specified persons as agents in connection with the administration of this Agreement.

(2) An Agent may enter any establishment and may question any employer or employee and inspect the record of wages paid and the time worked for the purpose of ascertaining whether the provisions of this Agreement are being observed.

17. OUTWORK.

(1) An employee shall not—

- (a) solicit or take orders for or undertake work in the Hair-dressing Trade; or
- (b) engage in trading in toilet requisites for sale, gain or reward on his own account or on behalf of any person or from any other person than his employer while such an employee is in the employ of an employer engaged in the Hair-dressing Trade.

(2) No employer shall require any employee to undertake any work connected with the Hairdressing Trade elsewhere than in his establishment, and no employee shall undertake such work elsewhere than in his employer's establishment, provided that the provisions of this sub-section shall not apply where a client is unable to attend at an establishment, in which event the work may be performed during the ordinary working hours at a place suitable to the client.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. PERSONS UNDER SIXTEEN YEARS.

No employer shall employ in his establishment any person under the age of sixteen years.

20. MEMBERSHIP.

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

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

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

(4) The provisions of this clause shall not apply to persons who are not eligible for membership in terms of the Union's constitution, or who have been refused membership of, or expelled from the Union.

21. ATTENDANCE REGISTERS.

(1) Every employer shall provide in his establishment one or more attendance registers as prescribed in Annexure B in which provision is made for the entries which an employee is in terms of sub-section (2) required to make.

(2) Unless precluded from doing so by sickness or other unavoidable cause, every employee shall day by day and in respect of each day make the following entries in the register referred to in sub-section (1):—

- (a) Signature of employee.
- (b) Time of commencing work.

(4) Die bepalings van subartikels (1) en (2) van hierdie artikel is van toepassing op werkende werkgewers.

(5) Hierdie artikel is nie van toepassing op vakleerlinge, minderjarige en arbeiders nie.

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 waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum die bedryf begin uitoefen, moet binne een maand na die datum waarop hy sy bedryf begin, die onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

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

(2) As die werkgewer 'n vennootskap is, moet sowel die inligting ooreenkomstig subartikel (1) van hierdie artikel, as die volle name van al die vennote en die naam waaronder die vennootskap besigheid doen, verstrek word.

(3) Elke werkgewer moet binne 14 (veertien) dae na die datum waarop sodanige verandering plaasvind die Sekretaris van die Raad van die verandering van enigiens van die besonderhede wat ingevolge hierdie artikel verstrek moet word, in kennis stel.

(4) Die Sekretaris van die Raad moet 'n register van werkgewers (insluitende vennootskappe) en hul werknemers byhou.

16. AGENTE.

(1) Die Raad moet een of meer aangewese persone as agente in verband met die toepassing van hierdie Ooreenkoms aanstel.

(2) 'n Agent mag elke besigheid betree en elke werkgewer of werknemer ondervra en die aantekeninge in verband met lone wat betaal en tyd wat gewerk is, inspekteer ten einde vas te stel of die bepalings van die Ooreenkoms nagekom word.

17. BUITEWERK.

(1) 'n Werknemer mag nie—

- (a) bestellings vra of neem vir werk, of werk in die haarkappersbedryf onderneem nie; of
- (b) terwyl dié werknemer in die diens van 'n werkgewer in die haarkappersbedryf is, vir verkoop, wins of beloning, vir eie rekening of ten behoeve van 'n ander persoon as sy werkgewer, handel in toiletbenodigdhede dryf nie.

(2) Geen werkgewer kan van 'n werknemer vereis om enige werk in verband met die haarkappersbedryf op 'n ander plek as in sy inrigting te onderneem nie, en geen werknemer mag sulke werk op 'n ander plek as in sy werkgewer se inrigting onderneem nie; met dien verstande dat die bepalings van hierdie subartikel nie van toepassing is waar 'n klant nie in staat is om by die inrigting op te daag nie, in welke geval die werk gedurende gewone werkure verrig kan word op 'n plek wat gerieflik vir die klant is.

18. VAKBONDVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger in die Raad is, alle redelike geleentheid gee om sy pligte in verband met die Raad se werk te vervul.

19. PERSONE ONDER SESTIEN JAAR.

Geen werkgewer mag 'n persoon onder die ouderdom van ses-tien jaar in sy inrigting in diens neem nie.

20. LIDMAATSKAP.

(1) 'n Werkgewer, wat 'n lid van die werkgewersorganisasie is, mag nie 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie; en geen lid van die vakvereniging mag in diens tree of bly van 'n werkgewer wat nie lid van die werkgewersorganisasie is nie.

(2) Geen werkgewer, wat 'n lid van die werkgewersorganisasie is, mag 'n werknemer in diens neem sonder die voorlegging van 'n geldige lidmaatskapskaart van die South African Hairdressers' Employees' Industrial Union.

(3) Die bepalings van hierdie artikel is nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na sy aankoms in die Unie van Suid-Afrika nie; met dien verstande dat, indien enige immigrant te eniger tyd na die eerste drie maande van sy indiensneming in die nywerheid, 'n uitnodiging van die vakvereniging om lid daarvan te word, van die hand wys, die bepalings van hierdie artikel ten opsigte van die betrokke immigrant onmiddellik in werking tree.

(4) Die bepalings van hierdie klousule is nie van toepassing op persone wat kragtens die konstitusie van die vereniging nie vir lidmaatskap in aanmerking kan kom, of aan wie lidmaatskap geweier is, of wat uit die vakvereniging gesit is nie.

21. PRESENSIEREGISTERS.

(1) Elke werkgewer moet een of meer presensieregister, soos voorgeskryf in Aanhangsel B, in sy inrigting beskikbaar stel, wat voorsiening maak vir die inskrywings wat 'n werknemer verplig is om kragtens subartikel (2) te maak.

(2) Tensy hy deur siekte of ander onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer van dag tot dag en ten opsigte van elke dag die volgende besonderhede in die register inskryf wat in subartikel (1) voorgeskryf word:—

- (a) Handtekening van die werknemer;
- (b) tyd waarop werk begin het;

- (c) Time of finishing work.
 - (d) Time of commencement and termination of each interval off work.
 - (e) Time of starting and finishing any overtime worked.
 - (f) Total number of hours worked each week.
 - (g) Total number of hours worked each day.
- (3) Every employer shall retain the completed attendance registers for a period of three years subsequent to the date of the completion thereof.

22. 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.; 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.

23. CONTROL OF PREMISES.

- (1) No employer shall carry on the Hairdressing Trade in premises—
- (a) which are not adequately lighted and ventilated and provided with an adequate supply of cold and hot 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.

24. PROVISION 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) overalls;
 - (b) in the gentlemen's trade—
 - (i) clippers (not electric);
 - (ii) scissors;
 - (iii) razors;
 - (iv) combs;
 - (v) coats;
 - (vi) neck brushes;
 - (c) in cases where the employer has instituted a "colour scheme" in coats and overalls fitting in with the colour scheme of his saloon he shall supply the required overalls and coats to his assistants.
- (2) An employer shall provide each hairdresser with—
- (a) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent formalin for the purpose of sterilizing all tools, other than shaving brushes;
 - (b) an antiseptic bath containing a solution of formalin in the proportion of $\frac{1}{4}$ gallon of water to two ounces of formalin for the purpose of sterilizing shaving brushes;
 - (c) at least two shaving brushes so as to allow for the one brush, not in use, to be kept in the antiseptic bath;
 - (d) with each customer a freshly laundered towel for the use of the employee;
 - (e) liquid, powdered or tube soap or shaving cream;
 - (f) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;
 - (g) styptic in the form of powder or liquid to be used as a spray or on a fresh piece of cotton wool;
 - (h) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

25. SUBSCRIPTION TO TRADE UNION AND EMPLOYERS' ORGANISATION.

(a) Every employer shall deduct from the weekly wages of each of his employees affected by this Agreement who are members of the S.A. Hairdressers' Employees' Industrial Union the amount of the subscription payable by such employees to the Union as advised to the employer by the Secretary of the Council, in writing, from time to time and shall forward with the form prescribed in Annexure A the amount thus deducted to the Secretary of the Council, P.O. Box 733, East London, not later than the 10th day of each month.

- (c) tyd waarop werk gestaak is;
 - (d) tyd waarop elke tussenpoos wat nie gewerk word nie begin en geëindig het;
 - (e) tyd waarop alle oortyd wat gewerk word begin en geëindig het;
 - (f) totale getal ure elke dag gewerk;
 - (g) totale getal ure elke week gewerk.
- (3) Elke werkgever moet die ingevulde presensieregisters vir 'n tydperk van drie jaar na die datum van die laaste inskrywing bewaar.

22. WERKENDE WERKGEWERS.

Alle werkende werkgevers wat die haarkappersbedryf uitoefen, moet *mutatis mutandis* die ure en ander voorwaardes wat in hierdie Ooreenkoms vir werknemers voorgeskryf word, nakom, uitgesonderd dat werkende werkgevers van 8 vm. tot 6 nm. kan werk; met dien verstande dat waar daar meer as twee vennote is, slegs twee van die werkende vennote aldus van 8 vm. tot 6 nm. mag werk.

23. KONTROLE OOR PERSELE.

- (1) Geen werkgever mag die haarkappersbedryf uitoefen in persele—
- (a) wat nie behoorlike verligting en lugverversing en 'n voldoende toevoer van warm en koue water het nie;
 - (b) wat nie met verglaasde wasbakke met afvoerpype en 'n stelsel vir onskadelike afvoer van vuil water uitgerus is nie;
 - (c) waarvan die mure en vloere nie van materiaal wat skoon-gemaak kan word, gemaak is nie;
 - (d) wat uitgerus is met planke, los en vas toebehore wat nie van glas, marmer, of lei gemaak of met 'n enemmellopper-vlakte afgewerk is nie, of met sink of ander duursame materiaal wat maklik skoongehou kan word, bedek is nie;
 - (e) waarvan enige gedeelte as 'n slaapplek of 'n bewaarplek of bereidingsplek van kos gebruik word nie, tensy die gedeelte wat vir die uitoefening van die haarkappersbedryf gebruik word, van daardie slaapplek of bewaarplek afgeskei is deur 'n muur of mure wat nie deure, vensters, openings of ander middels van verbinding daarmee het nie.

24. VERSKAFFING VAN UITRUSTING.

- (1) 'n Werkgever moet vir gebruik van elke haarkapper, alle gereedskap en uitrusting verskaf wat vir die uitoefening van sy vak nodig is, uitgesonderd—
- (a) in die damesafdeling—
 - (i) krultange;
 - (ii) skêre;
 - (iii) kamme;
 - (iv) knippers (nie elektries);
 - (v) oorpakke;
 - (b) in die mansafdeling—
 - (i) knippers (nie elektries);
 - (ii) skêre;
 - (iii) skeermesse;
 - (iv) kamme;
 - (v) jasse;
 - (vi) nekborsels;
 - (c) in gevalle waar die werkgever 'n „kleurskema" vir jasse en oorpakke ingestel het wat aanpas by die kleurskema van sy salon, moet hy die vereiste oorpakke en jasse aan sy assistente verskaf.
- (2) 'n Werkgever moet elke haarkapper voorsien van—
- (a) ten minste een steriliseerkabinet wat altyd 'n oplossing van minstens 40 persent formalien moet bevat om alle gereedskap, uitgesonderd skeerkwaste, te steriliseer;
 - (b) 'n antiseptiese bad wat 'n formalienoplossing bevat in die verhouding van $\frac{1}{4}$ gelling water op elke twee onse formalien om skeerkwaste in te steriliseer;
 - (c) ten minste twee skeerkwaste sodat die een kwas wat nie in gebruik is nie, in die antiseptiese bad gehou kan word;
 - (d) 'n skoongewaste handdoek vir elke klant wat deur die werknemer bedien word;
 - (e) vloei-bare, poeier- of buisiescep of skeersep;
 - (f) 'n voorraad skoon papier om die gereedskap en in besonder die skeermes, elke keer wat dit op die riem geslyp is, te kan afvee;
 - (g) 'n bloedstelpende middel in die vorm van poeier of vloeistof, wat as 'n spuitmiddel of op 'n skoon prop watte gebruik kan word;
 - (h) 'n houër met deksel vir die opgaar van alle vuil papier en watte en hare na elke behandeling.

25. LEDEGELD AAN VAKVERENIGING EN WERKGEWERSORGANISASIE.

(a) Van die weekloon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word en lid van die S.A. Hairdressers' Employees' Industrial Union is, moet elke werkgever die bedrag aftrek wat deur sodanige werknemer vir ledegeld aan die vakvereniging betaalbaar is, volgens opgawes wat van tyd tot tyd skriftelik aan die werkgever verstrekt word deur die Sekretaris van die Raad en moet hy die bedrag wat aldus afgetrek word, tesaam met die vorm voorgeskryf in Aanhangsel A, uiterlik die 10de van elke maand aan die Sekretaris van die Raad, Posbus 733, Oos-Londen, stuur.

(b) Each employer shall forward with the form indicated in Annexure A the month's subscription due in terms of the Agreement to the Secretary of the Industrial Council of the Hairdressing Trade, P.O. Box 733, East London, not later than the 10th day of each month.

Signed at East London on behalf of the parties on this the 27th day of October, 1954.

R. BEECH,
Chairman of the Council.
T. C. DEWAR,
Vice-Chairman of the Council.
L. L. FORREST,
Secretary of the Council

(b) Saam met die vorm aangedui in Aanhangsel A moet elke werkgewer die maandelikse ledegeld wat ingevolge die Ooreenkoms verskuldig is, uiterlik die 10de dag van elke maand aan die Sekretaris van die Raad, Posbus 733, Oos-Londen, stuur.

Namens die partye op hede die 27ste dag van Oktober 1954 in Oos-Londen onderteken.

R. BEECH,
Voorsitter van die Raad.
T. C. DEWAR,
Ondervoorsitter van die Raad.
L. L. FORREST,
Sekretaris van die Raad.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE—EAST LONDON AND BORDER.

29 BRITANNIA ARCADE,
EAST LONDON.

TO THE SECRETARY,
INDUSTRIAL COUNCIL HAIRDRESSING,
EAST LONDON.

Dear Sir,

Please find contribution amounting to £ : s. d. as detailed for the month of 1954.
Salon Address

Name.	Occupation. (If apprentice, state year.)	Rate of Wages excluding C.O.L.	CONTRIBUTIONS TO COUNCIL FUNDS.		Employees Sub- scription to Union Funds.	Employers Sub- scription to Association Funds.
			Employer.	Employee.		

ANNEXURE B.

NOTE.—Employees must sign only in the section of the Register reserved for their use.
WAGES ACT, 1937. DETERMINATION NO. 70.
SHOPS AND OFFICES ACT, 1939.

ATTENDANCE REGISTER.
(ENTRIES TO BE MADE BY EMPLOYEES.)

Name of Employee.

Occupation of Employee.

This page of register requires to be filled in only under the Shops and Offices Act of 1939, and not required under Wage Act of 1937.

Date and Day of Week. 19 Month	Signature.	Time of Com- mencing Work.	Intervals Off Work.				Time of Finishing Work.	Increased Hours Worked.		Total Number of Hours Worked.		Remarks (if any).		
			Off.	On.	Off.	On.		On.	Off.	Each Day.	Each Week.	By Employer.	By Employee. If Employee Absent, Reasons for his Absence. (To be signed by Employer.)	By Inspector.
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
29														
30														
31														

NOTE.—Under headings "Off" and "On" in columns referring to "intervals" insert time interval commenced and time Work resumed. In terms of section four (7) of the Act, an employee is deemed to be at work for any interval in his work if the employee is not free to leave the shop or office for the whole of the interval.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, OOS-LONDEN EN GRENS.

BRITANNIA-DEURLOOP 29,
OOS-LONDEN.AAN DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
OOS-LONDEN.MENEER,
Ingeslote vind u ledegeld ten bedrae van £ : s. d. soos uiteengesit vir die maand 195
Salon Adres

Naam.	Bedryf. (Indien vakleerling, meld jaar.)	Loonskaal sonder L.K.T.	Bydraes tot Raadfondse.		Werknemers se ledegeld aan vak- bondfonds.	Werkgewers se ledegeld aan organisasie.
			Werkgewer.	Werknemer.		

AANHANGSEL B.

OPMERKING.—Werknemers moet slegs teken in die afdeling van die Register wat vir hul gebruik verskaf word.
LOONWET, 1937. VASSTELLING No. 70.
WET OP WINKELS EN KANTORE, 1939.PRESENSIEREGISTER.
(INSKRYWINGS MOET DEUR WERKNEMERS GEMAAK WORD.)Naam van werknemer.
Beroep van werknemer.
Hierdie bladsy van die register moet net kragtens die Wet op Winkels en Kantore ingevul word en nie kragtens die Loonwet van 1937 nie.

Datum en dag van week. 19	Hand- tekening.	Begin- tyd van werk.	Tussenpose van diens af.				Ophoutyd van werk.	Meer ure gewerk.		Totale getal ure gewerk.		Aanmerkings (as daar is).		
			Af.	Op.	Af.	Op.		Op.	Af.	Elke dag.	Elke week.	Deur werkgever.	Deur werknemer. As werknemer afwesig is, gee redes. (Moet deur werk- gever geteken word.)	Deur inspekteur.
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
29														
30														
31														

OPMERKING.—Onder die hoofde „Af” en „Op” in die kolom wat op „tussenpose” betrekking het, voeg in hoe laat tussenpoos begin en hoe laat werk hervat word. Ingevolge artikel vier (7) van die Wet word dit beskou dat ’n werknemer werk gedurende enige tussenpoos in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele tussenpoos te verlaat nie.

Buy Union Loan Certificates
Koop Unie-leningssertifikate