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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. 2397.] [28 December 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, CAPE PENINSULA.

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 first Monday after the date of publication of this notice and for the period ending two years from the said first 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 first Monday after the date of publication of this notice and for the period ending two years from the said first 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 first Monday after the date of publication of this notice and for the period ending two years from the said first Monday, the provisions contained in Clauses 1, 3 to 13 (1) (inclusive), 14, 15 and 21 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

*No. 2397.] [28 Desember 1956.
NYWERHEID-VERSOENINGSWET, 1937.

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.

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 op die Haarkappersbedryf betrekking het, vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewers organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknekmers 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 eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde eerste Maandag eindig, bindend is vir die ander werkgewers en werknekmers 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 21 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde eerste 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 woordomskrywing van die uitdrukking „werknekmer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

J. DE KLERK,
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, 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 and 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 and/or telephonist and/or sales assistant;

"clerical employee, male, qualified," means a male clerical employee who has had not less than five years' experience;

"clerical employee, female, qualified," means a female clerical employee who has had not less than four years' experience;

"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—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a "clerical employee", the total period or periods of employment which an employee has had in the following occupations, viz. writing and/or typing and/or any other form of clerical work and/or receptionist and/or cashier and/or telephonist and/or sales assistant; provided that any period or periods of employment in excess of three years in any one or two of these occupations in the aggregate shall not be reckoned as employment in any other of these occupations;

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

BYLAE.

OOREENKOMS

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

Cape Hairdressers' Employers' Association

(hieronder die „werkgewers" of die „werkgewersorganisasie" genoem) aan die een kant, en die

S.A. Hairdressers' Employees' Industrial Union

(hieronder die „werknekars" of die „vakvereniging" genoem), 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 werknekars wat lede is van die werkgewersorganisasie en van die vakvereniging; met dien verstande dat hulle vir vakkleerlinge alleen van toepassing is vir sover hulle nie in stryd is met die bepalings van die Wet op Vakkleerlinge, 1944, of enige ander kontrak wat daarkragtens aangegaan of enige voorwaardes wat ingevolge daarvan vasgestel is nie.

2. GELDIGHEIDSDUUR 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. WOORDOMSKRYWINGS.

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

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

"vakkleerling", 'n werknekar in diens kragtens 'n skriftelike vakkleerlingskapkontrak wat geregistreer is ingevolge die Wet op Vakkleerlinge, 1944;

"gekwalificeer", met betrekking tot 'n haarkapper, 'n werknekar wat—

(a) 'n vakkleerlingskapkontrak kragtens die Vakkleerlingen-wet, 1922, soos gewysig, of die Wet op Vakkleerlinge, 1944, uitgedien het;

(b) die Raad deur middel van 'n eksamen of andersins kan oortuig van sy bekwaamheid in die damesbedryf in—

hare knip, waterkartel, permanente kartel en skoonheidsbehandeling;

en in die mansbedryf in—
hareknip, skeer en skeermesse slyp; of

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

"los werknekar", 'n haarkapper/ster wat hoogstens twee dae per week vir dieselfde werkgever werk;

"werkende werkgever", 'n werkgever of 'n vennoot in 'n vennootskap wat self werk verrig soortgelyk aan dié wat enige van sy werknekars verrig;

"algemene bediende", 'n nie-blanke werknekar wat by 'n werkgever in diens is vir skoonmaak, vee, skoene poets, boodskappe doen, koppies en/of toiletgerei was;

"klerklike werknekar", 'n werknekar wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig en omvat 'n ontvangstklerk en/of kassier;

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

"inrigting", enige plek waar toiletdienste gewoonlik aan blanke gelewer word;

"ondervinding", die totale tydperk of tydperke diens wat 'n werknekar in die haarkappersbedryf het, maar omvat nie diens as 'n algemene bediende nie;

"mansbedryf", die tak van die Haarkappersbedryf waarin toiletdienste soos hierin omskryf, aan manlike persone gelewer word;

- "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;
- "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;
- "manicurist" means an employee who has undergone a period of training as such for a period of one year and who performs the operation only in manicuring and shampooing;
- "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, or a manicurist as herein defined 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-sections (2) and (3) 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 trade (male or female):—	
(i) Hairdresser	8 10 0
(ii) Manicurist	4 0 0
(iii) Casual employee	1 10 0
(iv) Casual employee (male or female)	1 10 0
(b) Ladies' trade:—	
(i) Hairdresser (male)	8 0 0
(ii) Hairdresser (female)	4 15 0
(iii) Manicurist	4 0 0
(iv) Casual employee (male or female)	1 10 0
(c) Gentlemen's or ladies' trade:—	
Minors employed in the trade of ladies' and/or gentlemen's hairdressers designated in terms of the Apprenticeship Act of 1922, as amended, 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
(d) General assistants:—	
(i) Of or over 18 years	1 17 6
(ii) Under 18 years	1 5 0
(e) Clerical employees:—	
Male clerical employee, unqualified—	
(i) during first year of experience	10 0 0
(ii) during second year of experience	13 10 0
(iii) during third year of experience	17 0 0
(iv) during fourth year of experience	20 10 0
(v) during fifth year of experience	24 0 0
thereafter	27 10 0
Female clerical employee—	
(i) during first year of experience	9 0 0
(ii) during second year of experience	11 5 0
(iii) during third year of experience	13 10 0
(iv) during fourth year of experience	15 15 0
thereafter	18 0 0
(f) Gentlemen's or ladies' trade:—	
Manicurist trainee whilst undergoing one year period of training—	
(i) for the first six months of training	1 10 0
(ii) for the second six months of training	1 15 0

"Haarkappersbedryf", die bedryf wat in 'n instigting uitgeoefen word;

"damesbedryf", die tak van die Haarkappersbedryf waarin toiletdienste soos hierin omskryf, aan vroulike persone gelewer word;

"toiletdienste", die werksaamhede in verband met sjampoewerk, hare knip, skroei, skeer, masseer (kop of gesig), kartel (permanent, marcel, of water), hare verf of tint, manikuur, winkbroue pluk, bordwerk, haarkundige behandeling, gesigsbehandeling en skoonheidsbehandeling;

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

"haarkapper", 'n werknemer, uitgesonder 'n minderjarige in artikel 4 (1) (c) genoem, of 'n vakleerling wat kragtens die Wet op Vakleerling, 1944, ingeboek is, of 'n manikuris soos hierin omskryf, wat een of meer van die werksaamhede soos onder "toiletdienste" in hierdie woordomskrywing vasgestel, verrig.

"afgekeurde lid van die fonds", 'n werknemer of werkende werkgever wat nie as lid van die siektebystandsfonds vir die Haarkappersbedryf aangeneem is nie of wat as lid uit genoemde fonds uitgesluit of afgekeur is;

"manikuris", 'n werknemer wat 'n eenjaartydperk van opleiding as sodanig meegebaar het en wat slegs manikuur en sjampoewerk doen.

4. LONE.

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

	Per week. £ s. d.
(a) Mansbedryf (man of vrou):—	
(i) Haarkapper	8 10 0
(ii) Manikuris	4 0 0
(iii) Los werknemer	1 10 0
(b) Damesbedryf:—	
(i) Haarkapper	8 0 0
(ii) Haarkapster	4 15 0
(iii) Manikuris	4 0 0
(iv) Los werknemer: man of vrou	1 10 0
(c) Mansbedryf of damesbedryf:—	
Minderjariges in die ambag van dames-en/of manshaarsteller soos aangewys kragtens die Vakleerlingwet van 1922, soos gevysig, of die Wet op vakleerlinge van 1944, in diens gedurende die termyn wat hulle aldus kragtens die bepalings van die wet sonder 'n vakleerlingskapkontrak in die diens mag wees	1 0 0
(d) Algemene bediendes:—	
(i) 18 jaar of ouer	1 17 6
(ii) Onder 18 jaar	1 5 0
(e) Klerklike werknemers:—	
Manlike klerklike werknemer, ongekwalifiseer—	
(i) gedurende eerste jaar ondervinding	10 0 0
(ii) gedurende tweede jaar ondervinding	13 10 0
(iii) gedurende derde jaar ondervinding	17 0 0
(iv) gedurende vierde jaar ondervinding	20 10 0
(v) gedurende vyfde jaar ondervinding	24 0 0
Daarna	27 10 0
Vroulike klerklike werknemer—	
(i) gedurende eerste jaar ondervinding	9 0 0
(ii) gedurende tweede jaar ondervinding	11 5 0
(iii) gedurende derde jaar ondervinding	13 10 0
(iv) gedurende vierde jaar ondervinding	15 15 0
Daarna	18 0 0
(f) Mans- of damesbedryf:—	
Leerling-manikuris gedurende een jaar opleiding—	
(i) vir die eerste ses maande opleiding	1 10 0
(ii) vir die tweede ses maande opleiding	1 15 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 subsection (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 or sick or on occasional leave.

(8) Every employer shall, during the currency of this Agreement in addition to the wages prescribed in this section, on each pay day pay to the employees 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:—

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

(3) Wages due in terms of section 4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the 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—

- (a) for more than 45 (forty-five) hours during any week of six working days;
- (b) for more than eight hours on Mondays, Tuesdays, Wednesdays and Thursdays (except where the Friday following is a public holiday) 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;
- (c) for more than 8½ (eight and a half) hours on Fridays—or on Thursdays where the Friday following is a public holiday—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;

(2) 'n Werknemer wat gedurende 'n week in sowel die mansbedryf as die damesbedryf werkzaam was, moet vir daardie hele week die loon betaal word wat, na gelang van watter die hoogste loon is, in paraagraaf (a) of (b) van subklousule (1) van hierdie klousule voorgeskryf word.

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

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

(5) Niks in hierdie klousule kan 'n verlaging van die loon teweegbring wat 'n werknaem op die datum van die inwerkingtreding van hierdie Ooreenkoms ontvang het nie, solank die werknaem by die selfde werkgever in diens bly.

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

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

(8) Benewens die lone in hierdie artikel voorgeskryf, moet elke werkgever gedurende die looptyd van hierdie Ooreenkoms, op elke betaaldag aan die werknaemers wat hierin gespesifieer word, 'n lewenskostetoeelae betaal ooreenkomstig Oorlogsmaatreel No. 43 van 1942 soos van tyd tot tyd gewysig, of 'n ander maatreel wat dit vervang.

5. BETALING VAN LONE EN GEMAGTIGDE AFSTREKKINGS.

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

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

- (a) Behalwe soos bepaal in artikel 7, wanneer 'n werknaem van sy werk af wegby, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- (b) Bydraes tot raadsfondse kragtens artikel 13 (dertien) van hierdie Ooreenkoms.
- (c) Ledegeld van S.A. Hairdressers' Employees' Industrial Union (Cape Western Branch) kragtens artikel 13 (2) van hierdie Ooreenkoms.
- (d) Bydraes tot die Siektebystandsfonds vir die Haarkappersbedryf kragtens artikel 22 van hierdie Ooreenkoms.

(3) Die lone wat kragtens artikel 4 verskuldig is en enige ander besoldiging verskuldig aan 'n werknaem 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 gedoend word; as 'n werknaem op 'n maandeliks dienskontrak is, moet hy enige besoldiging kragtens hierdie Ooreenkoms verskuldig, 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 dié dag onmiddellik voorafgaan, betaal moet word, of as dié dag 'n Saterdag is, om 12-uur middag op dié dag.

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

(5) As 'n werknaem op 'n maandeliks basis betaal word, is sy loon 4½ maal die skaal vir werknaemers van sy klas voorgeskryf in artikel 4 (1).

(6) Elke werkgever 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 maandeliks 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 werknaem mag en geen werknaem mag sy werknaem verplig of hom toelaat om—

- (a) langer as 45 (vyf-en-veertig) uur gedurende enige week van ses werkdae te werk nie;
- (b) langer as agt uur op Maandae, Dinsdae, Woensdae en Donderdae (behalwe as die Vrydag was volg, 'n openbare vakansiedag is) te werk nie; ook kan 'n werkgever nie toelaat of vereis dat werk op dié dae voor 8.30 v.m. begin of na 6 nm. eindig en 'n werknaem mag ook nie op sodanige dae voor die tyd begin of na dié tyd ophou nie, na gelang van die geval;
- (c) langer as 8½ (agt en 'n half) uur op Vrydag te werk nie (of op Donderdae as die Vrydag wat volg, 'n openbare vakansiedag is); ook kan 'n werkgever nie toelaat of vereis dat werk op dié dag voor 8.30 v.m. begin, of na 6.30 nm. eindig en 'n werknaem mag ook nie op sodanige dae voor dié tyd begin of na dié tyd ophou nie, na gelang van die geval;

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

(3) *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).

(4) 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.

(5) *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.

(6) *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).

(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 any employee whose employment is terminated upon application therefor by such employee.

(d) langer as 4½ (vier en 'n half) uur op Saterdag te werk nie, ook kan 'n werkewer nie toelaat of vereis dat werk op dié dag voor 8.30 vm. begin of na 6.30 nm. eindig en 'n werkewer mag ook nie op sodanige dae voor dié tyd begin of na dié tyd ophou nie, na gelang van die geval.

(2) *Werkure moet opeenvolgend wees.*—Alle werkure van 'n werkewer, met uitsondering van etensonderbrekings, moet opeenvolgend wees.

(3) *Verbod op oortyd.*—'n Werkewer kan nie verplig of toegelaat word om meer ure te werk as die getal wat in sub-artistel (1) voorgeskryf word nie.

(4) Werkewers het nie die reg om hul persele buite die ure wat in hierdie artikel bepaal word, oop te hou nie, behalwe vir die doel van belugting en skoonmaak van hul persele.

(5) *Etensonderbrekings.*—'n Werkewer mag nie van sy werkewer verlang van 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.

(6) *Ruspouses.*—'n Werkewer moet aan elkeen van sy werkewers 'n ruspose 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 dié tydperk langer as drie ure is; waarin die werkewer nie verplig of toegelaat kan word om enige werk te verrig nie en die pouse word as deel van die gewone werkure beskou.

7. JAARLIKSE VERLOF EN BESOLDIGING.

(1) Elke werkewer, uitgesonderd los werkewers, is geregtig op verlof met volle betaling wat toegestaan en geneem moet word op alle openbare vakansiedae.

As 'n openbare vakansiedag binne die tydperk van die jaarlike verlof val, moet dié vakansiedag by die genoemde tydperk gevoeg word as 'n verdere tydperk van verlof met volle betaling.

(2) Elke werkewer, uitgesonderd 'n los werkewer, moet 21 (een-en-twintig) aaneenlopende dae verlof met volle betaling toegestaan word ten opsigte van elke jaar diens genoem in artikel 7 (7).

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

Enige werkewer wie se dienskontrak met so 'n werkewer voor die voltooiing van een maand diens eindig, maar voor voltooiing van sy lopende jaarlike verlofsiklus, moet ten opsigte van elke voltooiweek diens geregtig wees op 1/17de van die weekloon wat hy onmiddellik voor sy diensbeëindiging ontvang het.

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

(4) Wanneer 'n werkewer se diens voor die voltooiing van 'n jaar diens eindig ten opsigte waarvan hy op jaarlike verlof geregtig is, moet die werkewer, tegelykertyd met die laaste betaling van lone kragtens artikel 5 (1), aan die werkewer vir elke voltooide week diens in die onvoltooide jaar 'n *pro rata* bedrag betaal vir verlof wat ingevolge artikel 7 (2) verskuldig is.

(5) Aan 'n werkewer wat op 'n verloftydperk ingevolge sub-artistel (2) van hierdie artikel 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, tegelykertyd met die laaste betaling van lone kragtens artikel 5 (1).

(6) As 'n besigheid tydens die looptyd van hierdie Ooreenkoms van een eienaar aan 'n ander oorgedra word deur verkoop van die besigheid, moet die uittredende eienaar alle verlofgeld wat aan sy vroeëre werkewers, wat by die nuwe eienaar in diens bly, verskuldig is, aan die Nywerheidsraad betaal en dit moet beskou word dat die genoemde werkewers een jaar diens wat hulle geregtig maak op jaarlike verlof kragtens hierdie artikel, voltooi het by verloop van een jaar bereken van die datum waarop hulle laas op jaarlike verlof geregtig geword het, of na gelang van die jongste datum, die datum waarop hulle deur hul vorige werkewer 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 werkewers verskuldig is en hulle moet dit neem wanneer dit verskuldig word. Alle verlofgeld wat deur die Nywerheidsraad ontvang is, moet minstens 14 dae voor die aanvang van hul verlof aan sulke werkewers uitbetaal word, of, in die geval van 'n werkewer wie se diens eindig, op aansoek daarom deur sodanige werkewer.

(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 Africa Defence Act, 1912, or is absent from work on the instructions or at the request of the employer or is absent from work owing to illness shall be deemed to be employment but any period of absence owing to illness in excess of thirty (30) days in any twelve months or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness from doing his work shall not be deemed to be employment.

(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 Africa 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 in the case of employees employed on a weekly basis or two weeks' notice in the case of employees employed on a monthly basis, to terminate his contract of service, which notice shall be given before noon on the ordinary pay day and shall take effect from the ordinary pay day; 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 written 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 in the case of weekly employees or longer than two weeks in the case of monthly employees; and provided further that notice may not be given whilst an employee is on leave in terms of section 7 (2) or absent due to illness (provided that such illness shall not be due to or arise out of pregnancy) for a continuous period not exceeding 48 (forty-eight) days.

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 certificates of competency.

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

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

(7) Vir die toepassing van hierdie artikel moet 'n werknemer se jaar diens wat hom op sodanige jaarverlof geregig maak, bereken word van 'n datum af 12 maande voor die datum waarop hierdie Ooreenkoms in werking tree, of, na gelang van die jongste datum, die datum waarop hy laas op verlof met volle betaling geregig geword het, of die datum van indiensneming, naamlik die jongste datum.

(8) Enige tydperk wanneer 'n werknemer met verlof kragtens die bepalings van hierdie artikel is, of opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, meemaak, of op las of versoek van die werkgever van die werk afwesig is, of weens siekte van sy werk afwesig is, word as diens beskou, maar enige tydperk van afwesigheid weens siekte van meer as dertig (30) dae in enige 12 maande of drie agtereenvolgende dae as die werknemer in gebreke bly om, na aansoek deur die werkgever, 'n sertifikaat, deur 'n dokter uitgereik, voor te lê dat hy deur siekte verhinder was om sy werk te verrig, word nie as diens gerekend 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 geregig op 12 (twalff) dae siekteleof met volle betaling in enige jaar diens; met dien verstande dat sodanige vakleerling aan sy werkgever 'n doktersertifikaat moet voorlê vir enige siekte wat hom op afwesigheid met volle betaling kragtens hierdie subartikel geregig 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, mee te maak nie.

(12) In hierdie artikel omvat die uitdrukking „werkgever”—

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

indien die ekskuteur, erfgenaam, legataris, likwideerdeer of nuwe eienaar die werknemer in sy diens hou.

8. DIENSBEEINDIGING.

'n Werknemer, uitgesonderd 'n los werknemer of sy werkgever, moet minstens een week diensopsegging gee in die geval van werknemers in diens op 'n weeklikse basis, of twee weke diensopsegging in die geval van werknemers in diens op 'n maandelikse basis, om sy dienskontrak te beëindig, en die diensopsegging moet voor middag op die gewone betaaldag gegee word en dit tree in werking van die gewone betaaldag af; met dien verstande dat hierdie subartikel nie die reg van die werkgever of die werknemer raak om die dienskontrak sonder kennismenging te beëindig om enige goeie rede wat by wet as voldoende beskou word nie, of enige skriftelike ooreenkoms tussen 'n werknemer en sy werkgever wat voorsiening maak vir 'n tydperk van kennismenging van gelyke duur aan albei kante en vir langer as een week in die geval van weeklikse werknemers of langer as twee weke in die geval van maandelikse werknemers; en voorts met dien verstande dat kennis nie gegee mag word terwyl 'n werknemer met verlof is ingevolge artikel 7 (2) of afwesig weens siekte (met dien verstande dat die siekte nie toe te skryf is of voortspruit uit swangerskap nie) vir 'n ononderbroke tydperk van hoogstens 48 (agt-en-veertig) dae.

9. BEKWAMHEIDSERTIFIKAAT.

(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 subartikels (2) en (3) moet afneem en by die Raad aanbevelings moet doen betreffende die uitreiking van bekwaamheidsertifikate.

(2) Wanneer 'n werkgever of werknemer ook al aansoek doen om 'n bekwaamheidsertifikaat, moet hy saam met die aansoek die som van £1. 10s. stuur aan die Raad (deur tussenkom van die 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 ondervinding, op die sertifikaat geregig is, en as tot tevredenheid van die Raad bewys word dat die applikant bekwaam is, moet die Raad die sertifikaat uitrek.

(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, verbeer die eksamengeld.

10. BUITEWERK.

'n Werknemer mag nie—

- (1) bestellings in die haarkappersbedryf werk of werk aanneem; of
 - (2) handeldrywe in toiletbenodigdhede vir verkoop, wins of beloning; of
 - (3) toiletdienste uitvoer, hetsy vir wins, beloning of om watteroorweging ook al;
- nie vir eie rekening of namens 'n ander persoon of van 'n ander persoon, uitgesonderd van sy werkgever, terwyl die werknemer in diens is by 'n werkgever verbondé aan die Haarkappersbedryf.

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 which may arise in the trade shall be referred to the Council to be dealt with in terms of its constitution.

12. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any 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 deems fit, after one week's notice in writing has been given to the persons concerned, withdraw any licence of exemption.

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

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

(4) The Secretary of the Council shall—

- (a) retain a copy of 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, 302 Sam Newman House, 28 Burg 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, 302 Sam Newman House, 28 Burg 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 1/12th of his annual fees to the Secretary of the Council, 302 Sam Newman House, 28 Burg 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.

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.

11. VERTOLKING VAN OOREENKOMS.

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

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

12. VRYSTELLINGS.

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, 'n vrystellingsertifikaat deur hom onderteken, uitreik, wat die volgende 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 subartikel (2) van hierdie artikel 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 sertifikaat behou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, stuur;
- (b) in geval die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkewer stuur.

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

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkewer een sjeling en een pennie (1s. 1d.) per week aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, algemene bediendes en minderjariges genoem in artikels 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 werkewer in diens was.

By die totale bedrae aldus afgetrek, moet die werkewer 'n gelyke bedrag voeg en die totale som maandeliks op of voor die 7de dag van elke maand aan die Sekretaris van die Raad, Sam Newmangebou 302, Burgstraat 28, of Posbus 887, Kaapstad, stuur, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

(2) Elke werkewer wat lid van die Cape Hairdressers Employers' Association is, moet kragtens hierdie Ooreenkoms van die maandlike of weeklike van sy werknemers, uitgesonderd vakleerlinge, wat lede van die vakvereniging is, die bedrag aan ledelik aftrek wat aan die vakvereniging betaalbaar is en dit elke maand op of voor die 7de dag van elke maand in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Sam Newmangebou 302, Burgstraat 28, of Posbus 887, Kaapstad, stuur.

(3) Elke werkewer wat lid is van die Cape Hairdressers Employers' Association moet op of voor die sewende dag van elke maand 1/12de van sy jaarlikse ledelik aan die Sekretaris van die Raad, Sam Newmangebou 302, Burgstraat 28, Kaapstad, of Posbus 887, Kaapstad, stuur, saam met die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

14. VERTONING VAN OOREENKOMS.

Elke werkewer moet in sy inrigting, op 'n opvallende plek wat maklik toeganklik vir sy werknemers is, '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 werkewer wat dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum van die inwerkingtreding van hierdie Ooreenkoms, en elke werkewer wat na die datum besigheid in die Haarkappersbedryf begin, moet binne een maand na die datum waarop hy sy werkzaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

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

(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.

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

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

The provisions of this section shall not apply—

(a) in respect of an immigrant during the first year after the date of his entry into the Union of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation;

(b) to persons who are not eligible in terms of the trade union's constitution for membership, or who have been refused membership of, or expelled from the union.

18. TRADE UNION REPRESENTATIVES 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—except where the Friday following is a public holiday; from 8 a.m. to 6.30 p.m. on Fridays—or Thursdays where the Friday following is a public holiday; 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—or Thursdays where the Friday following is a public holiday—and 8 a.m. to 1 p.m. on Saturdays.

20. CONTROL OF PREMISES.

(1) 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;

(2) Elke werkgever 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, mededeel.

(3) In die geval van 'n vennootskap moet, benewens die besonderhede soos vereis by subartikel (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 subartikel (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 amptbekleers van die maatskappy.

(5) Elke werkgever 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 14 dae van die datum af waarop sodanige verandering van krag geword het kennis van die verandering gee.

(6) Elke werkgever moet binne drie dae nadat '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. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpas te wees. Elke werkgever 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 betaalstaate te ondersoek en alle sulke dade te verrig as wat nodig mag wees om vas te stel of die bepalings 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 Werkgever 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 werkgever wat nie lid van die werkgewersorganisasie is, in diens tree of bly nie.

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

Die bepalings 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 eniger tyd na die eerste drie maande wat hy in die bedryf werkbaar geword het, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word;

(b) op persone wat kragtens die vakvereniging se konstitusie nie vir lidmaatskap in aanmerking kom nie, of aan wie lidmaatskap daarvan geweier is of wat uit die vereniging uitgeset is.

18. VAKVEREENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

19. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die haarkappersbedryf moet *mutatis mutandis* die ure en ander voorwaarde, in hierdie Ooreenkoms vir werknemers voorgeskryf, nakom, behalwe dat werkende werkgewers van 8 vm. tot 6 nm. op Maandae, Dinsdae, Woensdae, en Donderdae mag werk—behalwe as die Vrydag wat volg, 'n openbare vakansiedag is; van 8 vm. tot 6.30 nm. op Vrydae—of Donderdae as die Vrydag wat volg, 'n openbare vakansiedag is; van 8 vm. tot 1 nm. op Saterdae; met dien verstande dat waar daar meer as twee vennote is, slegs twee van die werkende werkgewers aldus van 8 vm. tot 6 nm. op Maandae, Dinsdae, Woensdae en Donderdae mag werk; van 8 vm. tot 6.30 nm. op Vrydae—of Donderdae as die Vrydag wat volg, 'n openbare vakansiedag is; en van 8 vm. tot 1 nm. op Saterdae.

20. BEHEER OOR PERSELE.

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

(a) wat nie behoorlik verlig en geventileer is en 'n toereikende tovoer van stromende koue en warm water het nie;

(b) wat nie met geglaserte wasbakke met afvoerpyp en 'n stelsel vir die onskadelike afvoer van vuilwater toegerus is nie;

(c) waarvan die mure en vloere nie van materiaal gebou is wat nie skoon gehou kan word nie;

- (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.

(2) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Hairdressing Industry (Trade) to be let or sublet to or occupied by any person for the purpose of such person engaging in any work connected with the Hairdressing Industry (Trade) without obtaining the prior consent of the Council concerned.

The consent of the Council may be given or withheld at its discretion.

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 expense, provide for the use of every apprentice hairdresser employed in his establishment two overalls and/or coats in any one year;
- (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 expense;
- (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 $\frac{1}{2}$ 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 Fund" 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 £8. 10s. 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 £8. 10s. 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) 1s. per week for all employees for whom the prescribed minimum wages are below £2. 13s. 1d. but not below £1. 5s. per week;

- (d) wat uitgerus is met rakke, los en vaste toebehore wat nie van glas, marmer, leiklip, gemaak of met enemel afgewerk is nie, of met sink, of 'n ander maklik awfasbare en duursame materiaal is nie;
- (e) waarvan enige gedeelte as 'n slaapvertrek of 'n plek vir die bêre of bereiding van eetware gebruik word nie, 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 daar mee.

(2) Geen werkewer mag, sonder om vooraf die toestemming van die betrokke Raad te verkry, enige gedeelte van die perseel wat hy okkuper waarin hy enige werk in die haarkappersbedryf verrig of laat verrig het, aan enige persoon laat verhuur of onderverhuur of toelaat dat enige gedeelte van sodanige perseel verhuur of onderverhuur word aan of geokkuper word deur enige persoon ten einde sodanige persoon toe te laat om enige werk en verband met die haarkappersbedryf te verrig nie.

Die toestemming van die Raad kan na goeddunke gegee of weerhou word.

21. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkewer moet vir gebruik deur elke haarkapper alle gereedskap en uitrusting verskaf wat vir die verrigting van sy werkzaamhede nodig is, met uitsondering van—

- (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) nekborstel;
 - (v) kamme;
 - (vi) skeerrieme;
- (c) die werkewer 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 die gevalle waar deur die werkewer '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 werkewer moet vir sy koste en rekening sorg vir die was en stryk van baadjies en oorklere vir al sy werknemers.
- (2) 'n Werkewer moet aan elke haarkapper die volgende verskaf:—
 - (a) Ten minste een steriliseerkabinet te alle tye, vir die sterilisering van alle gereedskap, uitgesonder skeerkwassies, 'n oplossing van ten minste 40 percent formalien;
 - (b) 'n antisepsiese bad, wat 'n formalienoplossing bevat in die verhouding van 'n half gelling water op elke twee once formalien vir die steriliseer van skeerkwassies;
 - (c) ten minste twee skeerkwassies sodat een kwassie wat nie in gebruik is nie, in die antisepsiese bad gehou kan word;
 - (d) vir gebruik deur die werknemer vir elke klant 'n vars gewaste handdoek;
 - (e) vloeibare, poeier- of pastaseep, of skeerroom;
 - (f) 'n hoeveelheid skoon papier om gereedskap aan af te vee, in besonder die skeermes iedere keer nadat dit geslyp is;
 - (g) 'n bloedstelpende middel in die vorm van poeier of vloeistof vir gebruik as 'n sproeier, of op 'n skoon propnie watte;
 - (h) 'n oordekte houer waarin alle vuil papier en watte en hare na elke behandeling gegooi kan word.

22. SIEKTE- EN WERKLOOSHEIDBYSTANDFONDS.

(1) Hierby word 'n fonds gestig bekend 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 werkewers, hierna genoem „fondslede“ 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 subartikel bygedra word.
- (b) Vir die doel van die fonds en behoudens subartikel (4) (b) (viii) moet elke werkewer 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 £8. 10s. of meer per week is;
 - (ii) 2s. per week van alle werknemers vir wie die voorgeskrewe minimum lone £4. 15s. of meer per week is, maar hoogstens £8. 10s. 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) 1s. per week vir alle werknemers vir wie die voorgeskrewe minimum lone onder £2. 13s. 1d. is maar nie onder £1. 5s. per week nie;

- (v) 2s. 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) 1s. 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 2s. 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 302 Sam Newman House, 28 Burg 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 £8. 10s. 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. 6d. per week in respect of each employee who is a rejected member of the fund and for whom the prescribed minimum wages are £8. 10s. per week;
- (v) 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;
- (vi) 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.

(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 (other than a rejected member) who meets with an accident or becomes ill shall be entitled—

- (a) after he has contributed towards the fund for a continuous period of 13 weeks, to—
 - (i) medical attention including the cost of X-ray examinations, operations, injections, specialists' investigations, anaesthetic 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 claims for benefits is made, consulted and continuously been attended to by the medical officer of the fund or by a specialist to whom such member has been referred to by the medical officer;

(v) 2s. per week vir alle werknemers wat afgekeurde lede van die fonds is en vir wie die voorgeskrewe minimum lone £2. 13s. 1d. of meer per week is;

(vi) 1s. per week vir alle werknemers wat afgekeurde lede van die fonds is en vir wie die voorgeskrewe minimum lone minder as £2. 13s. 1d. per week is.

Benewens bogenoemde aftrekings moet elke werkewer 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 sjeling) 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 $4\frac{1}{3}$ maal die weeklike bydrae hierbo genoem.

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

(c) Elke werkende werkewer 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 werkewer wat 'n afgekeurde lid van die fonds is, moet 2s. per week namens homself bydra.

(d) Die werkewer moet maand vir maand, op of voor die 7de dag van iedere maand, in die vorm wat in Aanhengsel A van hierdie Ooreenkoms voorgeskryf word, aan die Sekretaris van die Raad, Posbus 887, of Sam Newmangebou 302, Burgstraat 28, Kaapstad, die totale som wat ingevolge subartikel (3) (b) en (c) van hierdie artikel ingevorder is, „kommissievry“ stuur, plus—

- (i) 1s. 6d. per week ten opsigte van elke werknemer vir wie die voorgeskrewe minimum loon £8. 10s. 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. 17s. 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 nie onder £1. 5s. per week is nie;
- (iv) 1s. 6d. per week ten opsigte van elke werknemer wat 'n afgekeurde lid van die fonds is en vir wie die voorgeskrewe minimum loon £8. 10s. per week is;
- (v) 1s. per week ten opsigte van elke werknemer wat 'n afgekeurde lid van die fonds is en vir wie die voorgeskrewe minimum loon £2. 13s. 1d. of meer per week is;
- (vi) 6d. per week ten opsigte van elke werknemer wat 'n afgekeurde lid van die fonds is en vir wie die voorgeskrewe minimum loon onder £2. 13s. 1d. per week is.

(4) Behoudens die bepalings van subartikel (6) en die bepalings uiteengesit in hierdie subartikel en die reëls wat die administrasie van die fonds beheer, is 'n lid wat 'n ongeluk oorkom of sick 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, inspuisings, ondersoek deur spesialiste, markosegeld, hospitaal- en verpleeginrigting-gelde, van hoogstens 7s. 6d. (sewe sjellings en ses pennies) per dag en hospitaaloperasiekamergelde van hoogstens £3. 3s. (drie pond, drie sjellings) mits dit deur die fonds se mediese beampete gemagtig is;
 - (ii) verskaffing van medisyne, verdowingsmiddels, salwe, verbande en smeermiddels op magtiging van 'n preskripsie geteken deur 'n mediese beampete van die fonds;
 - (iii) siektebetaling gelyk aan die helfte van die lone en lewenskostetoeleae wat vir so 'n lid in die Ooreenkoms voorgeskryf word ten opsigte van enige tydperk of tydperke wat hy weens 'n 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 werkewer wat deur 'n ongeluk of siekte verhinder word om sy werk te doen, is geregtig op dieselfde siektebystand as wat kragtens hierdie subartikel aan sy haarkapper-werknemer betaalbaar sou wees; met dien verstande dat—

- (i) in gevalle van ongevalle slegs bystand betaal sal word waaroor geen skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie;
- (ii) 'n lid hoegenaamd nie op betaling van enige bystand voorgeskryf in subartikel (4) van hierdie artikel, 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 mediese beampete verwys is;

(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;

Notwithstanding anything to the contrary hereinbefore contained, the Management Board shall in its discretion have the absolute right to refuse to accept any person as a member of the fund or at any time to exclude any person from being a member of the fund, without having to assign a reason therefor;

No employee or working employer shall be entitled to any of the benefits whatsoever prescribed in subsection (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;

(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 aforesaid requirement after seven (7) days written 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) aforesaid.

(6) A member of the fund, shall, whilst on annual leave outside the Cape Peninsula, be entitled in the event of accident or illness to utilise the services of the nearest doctor (general practitioner) and to be reimbursed by the fund in respect of the fees of such doctor and only in the case of members who are not rejected members, any amounts expended in respect of such doctor's prescriptions for medicines, drugs, ointments, bandages and lotions (proof of payment of which shall be produced to the Management Board), the maximum sum of £10.

(7) 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.

(iii) ondanks enigets 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 oorgerek het, reg op betaling van bystand wat tesaam 'n som van £60 (sestig pond) tebowe gaan nie;

'n Lid van die fonds wat weens siekte of ongeval afwesig van werk is en wat gedurende 'n aanlopende 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 bepalings van die voorgaande paraagraaf;

(iv) 'n lid wat aanspraak op bystand maak, 'n sertifikaat van die fonds se mediese beampte wat sy ongeval of siekte bevestig, moet voorlê;

(v) 'n lid wat vir 'n tydperk van een maand agterstallig met sy ledegeld is, verloor sy reg op bystand;

(vi) wanneer 'n lid van die fonds tydelik werkloos raak, kan hy 'n lid van die fonds bly en moet in so 'n geval gedurende die hele tydperk van werkloosheid diezelfde weeklike bydrae wat hy betaal het onmiddellik voordat hy werkloos geword het, tot die fonds bydra;

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

Ondanks enigets strydigs hierin vervat, het die bestuurskomitee die absolute reg om na goedunke enige persoon as lid van die fonds af te keur of aan te neem of om te eniger tyd enige persoon daarvan uit te sluit om lid van die fonds te wees, sonder om 'n rede daarvoor aan te voer.

Geen werknemer of werkende werkewer het reg op enige van die voordele hoegenaamd wat in sub artikel (4) van hierdie artikel voorgeskryf 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 werkewer 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) '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 van 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 Afgekeurde lid van die fonds wat in 'n ongeluk betrokke raak of siek word, is, ondanks andersluidende bepalings hierin, slegs geregtig op, nadat hy vir 'n aaneenlopende tyd van 13 (dertien) weke tot die fonds bygedra het, kosteloos geneeskundige behandeling deur die mediese beampte (algemene praktisyn) aangewys deur die fonds, en siektesbetaling op dieselfde grondslag as wat in artikel 22 (4) (a) (iii) hierbo uiteengesit word.

(6) 'n Lid van die fonds is, terwyl hy met verlof buitekant die Kaapse Skiereiland is, daarop geregtig om, in geval van 'n ongeluk of siekte, gebruik te maak van die dienste van die naaste dokter (algemene praktisyn) en om deur die fonds vergoed te word vir die geld aan sodanige dokter betaal, en, slegs in die geval van lede wat nie afgekeurde lede is nie, enige bedrae bestee ten opsigte van sodanige dokter se preskripsie vir medisyne, verdowingsmiddels, salwe, verbande en smeermiddels ten totale van £10, en bewys van betaling hiervan moet aan die beheerraad voorgele word.

(7) Uitbetalings uit die fonds ten opsigte van siektesbetaling word gestaak sodra die bedrag tot kredit van die fonds minder as £100 is en die betaling van verdere bystand word nie hervat voordat die bedrag tot kredit van die fonds weer die syfer van £200 bereik het nie.

(8) 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.

(9) (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.

(10) 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.

(11) 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.

(12) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (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, provided 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 in sub-section (12) of this section and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(13) Upon liquidation of the fund in terms of sub-section (10) of section 22 of this Agreement, the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the general funds of the Council.

Signed on behalf of the parties at Cape Town this 12th day of June, 1956.

S. J. HAKIME,
Chairman of the Council.

C. ALBERT,
Vice-Chairman of the Council.

J. J. GLICK,
Secretary of the Council.

(8) 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 werkzaam is.

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

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

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

(d) Alle koste en uitgawes wat in verband met die beheer en likwidasicie van die fonds aangegaan word, moet beskou word as en vorm 'n las teen die fonds.

(10) 'n Beroepsouditeur of -ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen die besoldiging wat die Raad vasset. 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 ouditeer en 'n staat opstel wat die volgende aantoon:—

(a) alle geld wat ontvang is—

(i) ingevoerde subartikel (3) hiervan;

(ii) uit enige ander bron; en

(b) uitgawes wat gedurende die voorafgaande tydperk geëindig op 30 April, onder alle hoofde aangegaan is, saam met 'n staat wat die bate en laste van die fonds aantoon. Ware afskrifte van hierdie state wat deur die Voorsitter van die beheerraad medeonderteken moet word, en die ouditeursverslag daaroor, moet op die Raad se kantoor ter insae lê vir persone wat in die Haarkappersbedryf in diens is, of dit uitvoer, en wat geregtig sal wees om daarvan afskrifte te maak of uittreksels daaruit te maak. Gewaarmerkte afskrifte van sowel die state as die ouditeursverslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(11) Ingeval hierdie Ooreenkoms verstryk deur verloop van tyd of deur enige ander oorsak, moet die fonds verder deur die beheerraad geadministreer word tot dit of gelikwiede of deur die Raad oorgedra word aan enige ander fonds wat gestig is vir die selfde doel as dié waarvoor die oorspronklike fonds gestig was.

(12) 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 om 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 vir sodanige doeleinades as lede daarvan beskou word; met dien verstande egter dat enige vakature wat op die komitee ontstaan deur die Minister uit werkgewers of werknemers in die nywerheid, na gelang van die geval, 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 dooiepunt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators 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 (12) van hierdie artikel uiteengesit word, gelikwiede word en indien dit sake van die Raad by verstryking van die Ooreenkoms reeds gelikwiede en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

(13) Wanneer die fonds kragtens subartikel (10) van artikel 22 van hierdie Ooreenkoms gelikwiede word, moet die geld wat op kredit van die fonds oorby nadat alle vorderings teen die fonds, met inbegrip van administrasie en likwidasicoste, betaal is, in die Raad se algemene fondse inbetaal word.

Namens die partye op hede die 12de dag van Junie 1956 in Kaapstad onderteken.

S. J. HAKIME,
Voorsitter van die Raad.

C. ALBERT,
Ondervorsitter van die Raad.

J. J. GLICK,
Sekretaris van die Raad.

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