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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 197.]

[12 Februarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

HAARKAPPERSBEDRYF, PORT ELIZABETH,
UITENHAGE EN WALMER.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13, 15 tot en met 17 en 20 tot en met 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Bedryf in die munisipale gebiede van Port Elizabeth, Uitenhage en Walmer;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 5 (c), 5 (e) tot en met 13, 16, 17 en 20 tot en met 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebiede van Port Elizabeth, Uitenhage en Walmer *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

A-7198775

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 197.]

[12 February 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

HAIRDRESSING TRADE, PORT ELIZABETH,
UITENHAGE AND WALMER.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive), 15 to 17 (inclusive) and 20 to 22 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Trade in the municipal areas of Port Elizabeth, Uitenhage and Walmer;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the municipal areas of Port Elizabeth, Uitenhage and Walmer and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday the provisions contained in clauses 3 to 5 (c) (inclusive), 5 (e) to 13 (inclusive), 16, 17 and 20 to 22 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employers, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

1-6366

BYLAE.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF:
PORT ELIZABETH EN UITENHAGE.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, gesluit en aangegaan tussen die Port Elizabeth and Uitenhage Master Hairdressers' Association (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

S.A. Hairdressers Employees' Industrial Union (Port Elizabeth and Midlands Branch)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth en Uitenhage).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Haarkappersbedryf in die munisipale gebiede Port Elizabeth, Walmer en Uitenhage nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is; met dien verstaande dat dit alleen op vakteerlinge van toepassing is vir sover dit nie met die bepalings van die Wet op Vakteerlinge, 1944, soos gewysig,strydig is nie, ook nie met enige kontrak aangegaan of enige voorwaardes daarkragtens vasgestel nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasstel en bly vir 'n tydperk van twee jaar van krag of vir sodanige tydperk as wat hy kan vasstel.

3. WOORDOMSKRYWINGS.

Alle uitdrukings wat in hierdie Ooreenkoms gebruik word en in die Wet omskryf is, het dieselfde betekenis as in die Wet; alle verwysings na 'n wet of ordonnansie omvat enige wysiging van sodanige wet of ordonnansie; en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig;

„vakteerling”, 'n werknemer wat in diens is ingevolge 'n skriftelike vakteerlingkontrak wat geregistreer is of as geregistreer beskou word kragtens die Wet op Vakteerlinge, 1944, soos gewysig;

„los werknemer”, 'n haarkapper (manlik of vroulik) wat hoogstens twee agtereenvolgende dae in 'n enkele week by dieselfde werkewer in diens is;

„los algemene assistent”, 'n algemene assistent wat hoogstens twee agtereenvolgende ure op 'n enkele dag by dieselfde werkewer in diens is;

„Raad”, die Nywerheidsraad vir die Haarkappersbedryf (Port Elizabeth, Walmer en Uitenhage), geregistreer ingevolge artikel negentien van die Nywerheidsversoeningswet, 1937, en geag geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;

„bedryfsinrigting”, enige plek waarin toiletdienste verskaf word;

„ondervinding”, die totale tydperk of tydperke diens wat 'n werknemer in die Haarkappersbedryf het, maar omvat nie diens as 'n algemene assistent nie;

„algemene assistent”, 'n werknemer wat deur 'n werkewer in diens geneem word om skoon te maak, uit te vee, skoene skoon te maak, boodskappe te doen, koppies en/of toiletbenodigdhede te was;

„mansafdeling”, die tak van die Haarkappersbedryf waarin toiletdienste, soos hierin omskryf, aan manlike persone verskaf word en dit omvat slegs die sny van dames se hare;

„Haarkappersbedryf”, die bedryf wat in 'n bedryfsinrigting uitgeoefen word;

„damesafdeling”, die tak van die Haarkappersbedryf waarin toiletdienste aan vroulike persone verskaf word maar omvat nie haarsny wat in verband met toiletdienste aan manlike persone verskaf word nie;

„militêre opleiding”, die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„manikuris en/of sjampoedame”, 'n vroulike werknemer wat slegs manikuur- en/of sjampoewerk verrig;

„minderjarige”, 'n werknemer onder 21 jaar wat in 'n bedryf in diens is aangewys ingevolge die Wet op Vakteerlinge, 1944, soos gewysig, gedurende die proeftydperk van drie maande waarin hy aldus sonder 'n vakteerlingskapkontrak in diens kan wees;

„premie”, sonder om in enige opsig die gewone betekenis van die woord te beperk, enige vergoeding van watter aard ook al wat in ruil vir die opleiding van 'n werknemer in enige afdeling van die Haarkappersbedryf gegee word;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE: PORT ELIZABETH AND UITENHAGE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between the

Port Elizabeth and Uitenhage Master Hairdressers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

S.A. Hairdressers Employees' Industrial Union (Port Elizabeth and Midlands Branch) (hereinafter referred to as "the employees" or "trade union"), of the other part, being parties to the Industrial Council for the Hairdressing Trade (Port Elizabeth and Uitenhage).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the municipal areas of Port Elizabeth, Walmer and Uitenhage, 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, as amended, or any 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 shall 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. 28 of 1956, as amended;

“apprentice” means an employee serving under written contract of apprenticeship, registered or deemed to have been registered under the Apprenticeship Act, 1944, as amended;

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

“casual general assistant” means a general assistant who is employed by the same employer for not more than two consecutive hours in any one day;

“Council” means the Industrial Council for the Hairdressing Trade (Port Elizabeth, Walmer and Uitenhage), registered in terms of section nineteen of the Industrial Conciliation Act of 1937 and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;

“establishment” means any place in which toilet services are rendered;

“experience” means the total period or periods of service an employee has had in the Hairdressing Trade, but shall not include service as a general assistant;

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

“gentlemen's trade” means the branch of the Hairdressing Trade in which toilet services, as herein defined, are rendered to male persons and shall include the cutting only of ladies' hair;

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

“ladies' trade” means the branch of the Hairdressing Trade in which toilet services are rendered to female persons but does not include the cutting of hair carried out in connection with toilet services rendered to males;

“military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

“manicurist and/or shampoo girl” means a female employee engaged solely on manicuring and/or shampooing;

“minor” means an employee under the age of twenty-one years, employed in a trade designated under the Apprenticeship Act, 1944, as amended, during the probationary period of three months during which he may be so employed without a contract of apprenticeship;

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

„gekwalifiseerde haarkappersassistent”, ‘n werknemer wat—
 (a) ‘n vakleerlingkontrak ingevolge die Vakleerlingenwet, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, of kragtens die bepalings van Loonvasstelling No. 47 met betrekking tot die Haarkappersbedryf in die landdrosdistrikte Port Elizabeth en Uitenhage uitgedien het; of
 (b) die Raad deur ‘n eksamen of andersins kan oortuig van sy bekwaamheid—
 in die damesafdeling, in—
 haresny, marcel-kartel, waterkartel, permanent-kartel;
 en in die mansafdeling in—
 haresny, skeer en skeermesse skerpmaak; of
 (c) ‘n bekwaamheidsertifikaat besit wat deur enige Nywerheidsraad vir die Haarkappersbedryf, of enige ander sodanige liggaaam wat na die mening van die Raad bevoeg is om so ‘n sertifikaat toe te ken, uitgereik is;

“ontvangklerk en/of telefonis”, ‘n werknemer hoofsaakklik in diens om klante te ontvang of afsprake telefonies of andersins aan te teken;

“toiletendienste”, die werk wat bestaan uit hare sny, kap, skroei, krul, skeer, skoonmaak, verf, bleik, tint, kleur, kartel of enige ander behandeling van die hare van die kop of gesig, die kopvel of nek, manikuur, winkbroue pluk of bordwerk, of enige van die bogenoemde werksaamhede met behulp van ‘n apparaat, toestel, voorraat of stof uitgevoer word of nie;

“werkende werkewer”, ‘n werkewer of enige vennoot in ‘n vennootskap, of ‘n direkteur wat self soortgelyke werk verrig as dié wat deur enige van sy werknemers uitgevoer word.

4. LONE.

(1) Behoudens die bepalings van subklousules (2) en (3) van hierdie klousule, mag geen lone teen laer skale as die volgende deur ‘n werkewer betaal of deur ‘n werknemer aangeneem word nie:

	Per week. £ s. d.	Per maand. £ s. d.
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(a) Mansafdeling (manlik of vroulik):—		
(i) Gekwalifiseerde haarkappers-assistent.....	8 2 6	35 4 2
(ii) Los werknemers—		
Weekdae, £1. 5s. per dag.		
Saterdae, 15s. per dag.		
(b) Damesafdeling:—		
(i) Gekwalifiseerde haarkappers-assistent, manlik.....	7 10 0	32 10 0
(ii) Gekwalifiseerde haarkappers-assistent, vroulik.....	4 10 0	19 10 0
(iii) Los werknemer (manlik of vroulik)—		
Weekdae, £1. 5s. per dag.		
Saterdae, 15s. per dag.		
(c) Mansafdeling en/of damesafdeling:—		
(i) Minderjariges: Eerste drie maande.....	1 0 0	—
(ii) Ontvangklerk en/of telefonis:—		
(a) Manlik:—		
Gedurende eerste jaar ondervinding.....	1 12 4	7 0 0
Gedurende tweede jaar ondervinding.....	2 6 2	10 0 0
Gedurende derde jaar ondervinding.....	3 1 3	13 5 0
Gedurende vierde jaar ondervinding.....	3 16 2	16 10 0
Gedurende vyfde jaar ondervinding.....	4 12 4	20 0 0
Daarna.....	5 8 7	23 10 0
(b) Vroulik:—		
Gedurende eerste jaar ondervinding.....	1 12 4	7 0 0
Gedurende tweede jaar ondervinding.....	1 16 11	8 0 0
Gedurende derde jaar ondervinding.....	2 3 10	9 10 0
Gedurende vierde jaar ondervinding.....	2 13 1	11 10 0
Daarna.....	3 2 4	13 10 0
(iii) Algemene assistente:—		
(i) 18 jaar en ouer.....	1 17 6	—
(ii) Onder 18 jaar.....	1 5 0	—
(iv) Los algemene assistente, 4s. per dag.		
(v) Manikuris en/of sjampoedame:—		
Gedurende eerste ses maande ondervinding.....	1 10 0	6 10 0
Gedurende tweede ses maande ondervinding.....	1 15 0	7 11 8
Daarna.....	2 10 0	10 16 8

“qualified hairdresser’s assistant” means an employee who—

(a) has served a contract of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944, or in terms of Wage Determination No. 47 relating to the Hairdressing Trade in the Magisterial Districts of Port Elizabeth and Uitenhage; or

(b) can satisfy the Council by examination or otherwise of competency—

in the ladies’ trade in—
 haircutting, marcel waving, water waving, permanent waving;

and in the gentlemen’s trade in—
 haircutting, shaving and razor setting; or

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

“receptionist and/or telephonist” means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise;

“toilet services” means the operation comprised in haircutting, hairdressing, singeing, curling, shaving, cleansing, dyeing, bleaching, tinting, colouring, waving or any other treatment of the hair of the head or face, scalp or neck, manicuring, eyebrow plucking or board work, whether or not any of the above operations are carried out by means of any apparatus, appliance, preparation or substance;

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

4. WAGES.

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

	Per Week. £ s. d.	Per Month. £ s. d.
(a) Gentlemen’s Trade (male or female):—		
(i) Qualified hairdresser’s assistant	8 2 6	35 4 2
(ii) Casual employees:—		
Weekdays, £1. 5s. per day.		
Saturdays, 15s. per day.		
(b) Ladies’ Trade:—		
(i) Qualified hairdresser’s assistant, male.....	7 10 0	32 10 0
(ii) Qualified hairdresser’s assistant, female.....	4 10 0	19 10 0
(iii) Casual employee (male or female):—		
Weekdays, £1. 5s. per day.		
Saturdays, 15s. per day.		
(c) Gentlemen’s and/or Ladies’ Trade:—		
(i) Minors: First three months...	1 0 0	—
(ii) Receptionist and/or telephonist:—		
(a) Male:—		
During first year of experience.....	1 12 4	7 0 0
During second year of experience.....	2 6 2	10 0 0
During third year of experience.....	3 1 3	13 5 0
During fourth year of experience.....	3 16 2	16 10 0
During fifth year of experience.....	4 12 4	20 0 0
Thereafter.....	5 8 7	23 10 0
(b) Female:—		
During first year of experience.....	1 12 4	7 0 0
During second year of experience.....	1 16 11	8 0 0
During third year of experience.....	2 3 10	9 10 0
During fourth year of experience.....	2 13 1	11 10 0
Thereafter.....	3 2 4	13 10 0
(iii) General Assistants:—		
(i) 18 years of age and older..	1 17 6	—
(ii) Under 18 years of age....	1 5 0	—
(iv) Casual General Assistants, 4s. per day.		
(v) Manicurist and/or Shampoo Girl:—		
During first six months of experience.....	1 10 0	6 10 0
During second six months of experience.....	1 15 0	7 11 8
Thereafter.....	2 10 0	10 16 8

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

(3) 'n Werkewer mag geen premie vir die opleiding van 'n werknemer om toiletdienste te lewer, aanneem nie.

(4) 'n Werkewer mag geen persoon as 'n manlike of vroulike haarkapper in diens hê nie, tensy daardie persoon 'n gekwalifiseerde haarkappersassistent en/of minderjarige en/of vakleerling is, tensy die loon vir 'n gekwalifiseerde haarkappersassistent betaal word, en sodanige werknemer kan vir alle toepassings van hierdie Ooreenkoms as 'n gekwalifiseerde haarkappersassistent gerekend word.

(5) Niks in hierdie klousule vervat kan toelaat dat die loon wat 'n werknemer op die datum van die inwerkintreding van hierdie Ooreenkoms ontyg het, verlaag word terwyl sodanige werknemer by dieselfde werkewer in diens bly nie.

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

(7) Elke werkewer moet gedurende die geldigheidsduur van hierdie Ooreenkoms bo en behalwe die lone soos in hierdie klousule voorgeskryf, op elke betaaldag aan die werknemers wat hierin bepaal is, 'n lewenskostetoele ooreenkomsdig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of soos in ander wetgewing voorgeskryf word, betaal.

5. BETALING VAN LONE EN GEMAGTIGDE AFSTREKKINGS.

(1) Lone moet weekliks of, na gelang van die geval, maandeliks in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word, wanneer die loon onmiddellik by die beëindiging betaal word. Die verskuldige loon moet in 'n geslot koevert gesit word wat die volle naam van die werknemer, die tydperk waarvoor die betrokke betaling gedoen word, alle aftrekings wat kragtens hierdie Ooreenkoms gedoen word, en die bedrag in die koevert vervat, moet vermeld. 'n Los werknemer moet die besoldiging wat aan hom verskuldig is by beëindiging van elke dienskontrak betaal word.

(2) Geen aftrekings hoegenaamd, uitgesonderd onderstaande, kan van die geld wat aan 'n werknemer verskuldig is, gedoen word nie:

- (a) Uitgesonderd waar anders in hierdie Ooreenkoms bepaal, as 'n werknemer van die werk af wegby, anders as op bevel of versoek van sy werkewer, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- (b) bydrae aan die Raadsfonds ingevolge klousule 17 van hierdie Ooreenkoms;
- (c) met die skriftelike toestemming van die werknemer, aftrekings vir verlof-, werkloosheids-, siekte-, versekerings-, of pensioenfondse, en vir spaarfondse wat deur die Raad goedgekeur is;
- (d) met die skriftelike toestemming van die werknemer, aftrekings vir lediegeld aan die vakvereniging;
- (e) enige bedrag wat 'n werkewer verplig of toegelaat word om af te trek ooreenkomsdig enige statutêre wet of hofbevel;
- (f) enige bedrag wat ooreenkomsdig die gemene reg verreken kan word teen enige bedrag wat 'n werknemer aan sy werkewer skuld.

(3) Lone wat ingevolge klousule 4 verskuldig is en enige ander besoldiging wat aan 'n werknemer onder 'n weeklike dienskontrak verskuldig is, moet weekliks nie later as 5.30 nm. op Vrydag betaal word nie. As Vrydag 'n openbare vakansiedag is, moet betaling uiterlik om 5.30 nm. op die vorige besigheidsdag geskied; as 'n werknemer onder 'n maandelikse dienskontrak is, moet daardie werknemer alle besoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, uiterlik om 5.30 nm. op die laaste besigheidsdag van elke maand, of uiterlik om 12-uur middag, as daardie dag op 'n Saterdag val, betaal word.

(4) Betaling van lone moet geskied op die plek waar die werknemer inderdaad werkzaam is op die tyd wanneer die lone verskuldig is.

6. WERKURE.

(1) Geen werkewer mag van 'n werknemer vereis of hom toelaat en geen werknemer mag toestem om te werk nie.

- (a) vir meer as 46 uur per week, uitgesonderd etensure;
- (b) vir meer as 8½ uur tussen die ure 8 vm. en 6 nm. op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag;
- (c) vir meer as 4½ uur tussen die ure 8 vm. en 1 nm. op 'n Saterdag.

(2) Elke werkewer moet op 'n opvallende plek in sy inrigting 'n tydrooster vertoon wat die volle name van al sy werknemers vermeld. Sodanige tydrooster moet op of voor 12-uur middag op die laaste werkdag van die week voor die week waarop daardie tydrooster betrekking het, vertoon word en moet duidelik die beginwyd van die werk, die middagetensuurpouse en die ophouwyd van elke werknemer aantoon.

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

(4) *Verbod op oortyd.*—Geen werknemer mag toegelaat of verplig word om meer as die getal ure te werk wat in subklousule (1) voorgeskryf of in die kennisgewing uiteengesit word wat in subklousule (2) van hierdie klousule genoem word nie.

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

(3) An employer shall not accept a premium for the training of an employee to render toilet services.

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

(5) Nothing contained in this clause 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) Every employer shall, during the currency of this Agreement, in addition to the wages prescribed in this clause, on each pay-day pay to the employees specified herein a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, or as may be prescribed in any other enactment.

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 deduction 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 deductions of any description other than the following may be made from the money due to any employee:

- (a) Except where otherwise provided in this Agreement where an employee absents himself from work otherwise than on the instructions or at the request of his employer, a pro rata amount for the period of such absence.
- (b) Contributions to Council funds in terms of clause 17 of this Agreement.
- (c) With the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council.
- (d) With the written consent of the employee, deductions for subscriptions to the trade union.
- (e) Any amount which an employer is compelled or permitted to deduct in terms of any statutory law or order of court.
- (f) Any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.

(3) Wages due in terms of clause 4 and any other remuneration due to any employee on a weekly contract of employment shall be paid weekly on Friday at 5.30 p.m. at the latest. Where Friday is a public holiday payment shall be made on the previous business day at 5.30 p.m. at the latest; where an employee is under monthly contract of employment such employees shall be paid any remuneration due in terms of this Agreement on the last business day of each month at 5.30 p.m. at the latest or at 12 noon at the latest in the event of such day being a Saturday.

(4) Payment of wages shall be made at the place where the employee is actually engaged at the time the wages fall due.

6. HOURS OF WORK.

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

- (a) for more than 46 hours excluding meal hours in any one week;
- (b) or more than 8½ hours, between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- (c) for more than 4½ hours between 8 a.m. and 1 p.m. on a Saturday.

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

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

(4) *Prohibition of Overtime.*—No employee shall be permitted or required to work in excess of the number of hours prescribed in sub-clause (1) or specified in the notice referred to in sub-clause (2) of this clause.

(5) Geen werkgever is daarop geregtig om sy perseel op ander tye as dié wat in hierdie klausule vasgestel word, oop te hou nie, uitgesonderd vir die doel om sodanige perseel skoon te maak en te lug.

(6) *Etensonderbrekings.*—Geen werkgever mag van 'n werkner vereis of hom toelaat om op enige dag meer as vyf uur aan een te werk sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie en sodanige onderbreking moet nie as deel van die gewone werkure of as oortyd gerekend word nie; met dien verstande dat—

- (a) as sodanige onderbreking langer as een uur duur, alle tyd oor 1½ uur as gewone werkure gerekend word;
- (b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aanenlopend gerekend word;
- (c) etensonderbrekings tussen die ure 12 middag en 2 nm. op elke werkdag, uitgesonderd Saterdag, geneem moet word.

7. JAARLIKSE VERLOF EN BESOLDIGING.

(1) Alle wetlike openbare vakansiedae is verlofdae met volle betaling en geen werkgever mag 'n werkner verplig of toelaat en geen werkner mag toestem om op sodanige dag te werk nie; met dien verstande dat 'n werkgever nie verplig mag word om 'n werkner vir enige openbare vakansiedag te besoldig ten opsigte waarvan die werkner kragtens subklausule (9) van klausule 15 op voordele geregtig is nie.

(2) Behoudens die bepalings van subklausule (2) moet 'n werkgever aan elke werkner by hom in diens ten opsigte van elke voltooide diensjaar by hom die volgende toestaan:—

- (a) In die geval van 'n werkner wat een jaar diens by die selfde werkgever voltooi het, vyftien agtereenvolgende werkdae verlof;
 - (b) in die geval van 'n werkner wat twee of meer agtereenvolgende jare diens by dieselfde werkgever voltooi het, agtien agtereenvolgende werkdae verlof;
- met volle besoldiging.

(3) Dic verlof waarop 'n werkner ingevolge subklausule (2) geregtig is, moet op 'n tyd wat vir die werkgever redelik gerieflik is, toegestaan word; met dien verstande dat—

- (a) indien sodanige verlof nie eerder toegestaan word nie, dit binne twee maande na die voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word en dit kan nie ophoop nie;
- (b) indien enige openbare vakansiedag, soos in subklausule (1) van hierdie klausule bepaal, binne die verloftydperk val, sodanige openbare vakansiedag as 'n verdere verloftydperk by dieselfde tydperk gevog moet word en die werkner ten opsigte van sodanige openbare vakansiedag tegelyk met die verloftoelae, soos in hierdie subklausule voorgeskryf, besoldig moet word;
- (c) indien 'n werkner sy diens beëindig voor hy op verlof geregtig is en nadat hy ten minste een maand gewerk het, moet hy minstens die volgende betaal word:—

(i) In die geval van 'n werkner genoem in paragraaf (a) van subklausule (2), een twintigste;

(ii) in die geval van 'n werkner genoem in paragraaf (b) van subklausule (2), een agtende;

van sy weekloon op die datum van diensbeëindiging ten opsigte van elke voltooide week diens op die datum van sodanige diensbeëindiging tegelyk met die finale betaling van loon ingevolge klausule 5 (i);

(d) enige werkner aan wie kennis gegee is of wat kennis gegee het van diensbeëindiging kan in plaas van sodanige kennisgewing afwesigheidverlof met volle besoldiging neem vir 'n *pro rata* tydperk in die loop van sodanige kennisgewing en moet boonop alle orige verlofbesoldiging wat ingevolge voorbehoudsbepaling (c) van hierdie subklausule verskuldig is, betaal word en hierdie bedrag moet aan die Sekretaris van die Raad vir uitbetaling aan sodanige werkner gestuur word;

(e) enige werkner wat kragtens subklausule (2) op verlof geregtig is en wie se diens eindig voor daardie verlof binne die voorgeskrewe tydperk van twee maande geneem is, moet by die beëindiging ten opsigte van daardie verlof en ten opsigte van elke week van daardie verlof 'n bedrag van minstens die weekloon betaal word wat hy op die datum van beëindiging ten opsigte van sodanige verlof ontvang het;

(f) die tydperk van verlof nie saamval met enige tydperk van afwesigheid waarin 'n werkner ooreenkomsdig klausule 15 op siekbedeling geregtig is nie; ook nie met enige tydperk waarin 'n werkner militêre opleiding moet ondergaan nie.

(4) Vir die toepassing van die voorafgaande subklausule word 'n werkner se jaar diens ten opsigte waarvan hy op sodanige jaarlike verlof geregtig is, bereken vanaf 'n datum twaalf maande voor die datum van hierdie Ooreenkoms, of vanaf die datum waarop hy laas op verlof met volle betaling geregtig geword het, of, na gelang van die jongste datum, vanaf die datum van indiensneming.

(5) Die werkgever moet die Sekretaris van die Raad in kennis stel van die tyd en datum waarop elke werkner sy verlof moet neem.

(6) Enige tydperk waarin 'n werkner kragtens die bepalings van hierdie klausule met verlof afwesig is, of militêre opleiding ondergaan, of op bevel of op versoek van die werkgever afwesig is, of weens siekte van die werk afwesig is, word beskou as

(5) No employer shall be entitled to keep open his premises at times other than those laid down in this clause save and except for the purpose of cleaning and airing such premises.

(6) *Meal Breaks.*—No employer shall require or permit any employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work nor to be overtime; provided that—

- (a) if such interval be longer than for one hour any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (c) meal breaks shall be taken between 12 noon and 2 p.m. on each and every working day except Saturday.

7. ANNUAL LEAVE AND PAYMENT.

(1) All statutory public holidays shall be holidays on full pay and no employer shall require or permit any employee to work nor shall any employee consent to work on such day; provided that an employer shall not be required to pay an employee for any public holiday in respect of which the employee is entitled to benefits in terms of sub-clause (9) of clause 15.

(2) Subject to the provisions of sub-clause (3) an employer shall grant to every employee employed by him in respect of each completed year of employment with him—

- (a) in the case of an employee who has completed one year's employment with the same employer, fifteen consecutive work days' leave;
 - (b) in the case of an employee who has completed two or more consecutive years' employment with the same employer, eighteen consecutive work days' leave;
- on full pay.

(3) The leave to which an employee is entitled in terms of sub-clause (2) shall be granted at the reasonable convenience of the employer; provided that—

(a) if such leave is not granted earlier it shall be granted within two months of the completion of the year of service to which it relates and cannot be accumulated;

(b) should any public holiday as defined in sub-clause (1) of this clause fall within the leave period, such public holiday shall be added to the same period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance prescribed in this sub-clause;

(c) should an employee terminate his employment before qualifying for leave and after working for at least one month, he shall be paid not less than—

(i) in the case of an employee referred to in paragraph (a) of sub-clause (2), one-twentieth;

(ii) in the case of any employee referred to in paragraph (b) of sub-clause (2), one-eighteenth;

of his weekly wage at the date of termination of employment in respect of each completed week of employment on the date of such termination at the same time as the final payment of wages is effected in terms of clause 5 (i);

(d) any employee who has received or who has given notice of termination of service may in lieu of such notice take the leave of absence on full pay for a pro-rata period during the currency of such notice and shall in addition thereto be paid any balance of leave pay due in terms of proviso (c) of this sub-clause, which amount shall be forwarded to the Secretary of the Council for payment to such employee;

(e) any employee who qualifies for leave in terms of sub-clause (2) and whose employment terminates before such leave is taken within the two months' period prescribed shall upon such termination be paid in respect of each week thereof an amount not less than the weekly wage he was receiving at the date of termination in respect of such leave;

(f) the period of leave shall not run concurrently with any period of absence during which an employee is entitled to sick pay in terms of clause 15, nor with any period during which an employee is required to undergo military training.

(4) For the purpose of the preceding sub-clause, 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 this Agreement or from the date on which he last became entitled to leave on full pay, or from the date of engagement, whichever is the later.

(5) The employer shall notify the Secretary of the Council of the time and date on which each employee shall take his leave.

(6) Any period during which an employee is on leave in accordance with the provisions of this clause or is undergoing military training, or is absent from work on the instructions or at the request of the employer or is absent from work owing to

iens, maar enige tydperk van afwesigheid weens siekte bo derig (30) dae binne enige twaalf maande of drie agtereenvolgende maande indien die werkemner nadat sy werkgever dit geëis het, in ebreke bly om 'n doktersertifikaat voor te lê dat hy deur siekte erbinde was om sy werk te verrig, moet nie as diens gerekend word nie.

(7) Geen werkemner mag, terwyl hy met verlof met volle betrekking afwesig is, vir loon of ander vergoeding in die Haarkappersbedryf werk nie.

8. DIENSBEËINDIGING.

(1) Van elke werkemner, uitgesonderd 'n los werkemner, word vereis om minstens een week van 46 uur kennis van diensbeëindiging te gee, en van elke werkgever word vereis om soortgelyke kennis vir die beëindiging van 'n werkemner se diens te gee; sodanige week se kennissgewing moet skriftelik wees en tree in werking vanaf die werkdag wat volg op die dag waarop kennis gegee is; met dien verstande dat dit nie inbreuk maak op die reg van 'n werkgever of 'n werkemner om 'n dienskontrak sonder kennissgewing te beëindig om enige rede wat wettelik as voldoende beskou word nie. 'n Week kennissgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas van kennissgewing.

(2) Die bepalings van hierdie klousule raak geen Ooreenkoms wat voorsiening vir 'n langer tydperk van kennissgewing as een week maak nie; met dien verstande dat die tydperk van kennissgewing waaroor ooreengeskryf word vir albei partye ewe lank moet wees. Wanneer 'n ooreenkoms ingevolge hierdie subklousule gesluit word, moet betaling in plaas van kennissgewing eweredig wees met die tydperk van kennissgewing soos ooreengeskryf.

(3) Die tydperk van kennissgewing genoem in subklousules (1) en (2) van hierdie klousule moet nie saamval met en kennissgewing moet ook nie gegee word nie gedurende 'n werkemner se afwesigheid met verlof toegestaan ooreenkomsdig klousule 6 of enige tydperk van militêre opleiding of gedurende enige tydperk van afwesigheid waarvoor 'n werkemner op siekbedeling geregtig is ooreenkomsdig klousule 15 nie.

9. BEKWAAMHEIDSERTIFIKAAT.

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

(2) Wanneer 'n werkgever of 'n werkemner aansoek om 'n bekwaamheidsertifikaat doen, moet hy tesame met die aansoek die bedrag van 10s. 6d. aan die Raad stuur (deur tussenkoms 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 op grond van sy jare ondervinding op sodanige sertifikaat geregtig is, en indien dit tot bevrediging van die Raad bewys word dat die applikant bevoeg is, moet die Raad sodanige sertifikaat uitreik.

(3) Enige applikant wat in gebreke bly om hom vir die eksamen aan te meld, sonder om die komitee 'n rede mee te deel, wat deur die komitee as bevredigend beskou word, moet die eksamengeld verbeer.

10. BUITEWERK.

Geen werkemner mag—

(1) bestellings werk of neem of werk in die Haarkappersbedryf onderneem nie; of

(2) handel dryf in toiletbenodigdhede vir verkoop, winsbejag of beloning;

vir eie rekening of ten behoeve van enige ander persoon of van enige ander persoon, uitgesonderd sy werkgever, terwyl sodanige werkemner by 'n werkgever, wat die Haarkappersbedryf uitvoer, in diens is nie.

11. WERKENDE WERKGEWERS.

Alle werkende werkgewers wat in die Haarkappersbedryf werk moet *mutatis mutandis* die ure en ander voorwaardes soos in hierdie Ooreenkoms vir werkemmers voorgeskryf, nakom; met dien verstande dat vir die doel van bediening van 'n klant aan wie toiletdienste verleen word op die gewone ophoutyd van werk op 'n dag, 'n werkendewerkgever nog 'n halfuur na die inrigting kan ophoutyd kan deurwerk om die toiletdienste wat aan 'n klant gelewer word, te voltooi.

12. VERSKAFFING VAN UITRUSTING.

(1) 'n Werkgever moet vir gebruik deur elke haarkappersassistent alle gereedskap en uitrusting wat vir die verrigting van sy werk nodig is, verskaf, uitgesonderd—

(a) in die damesafdeling—

- (i) krultange;
- (ii) skêre;
- (iii) kamme;
- (iv) knippers (nie-elektries);
- (v) naelvlyle, naelvelskêre en -knippers;
- (vi) setkamme;
- (vii) borsels;
- (viii) krullers;
- (ix) "Goodie" -klemme;

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.

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

8. TERMINATION OF SERVICE.

(1) Every employee other than a casual employee shall be required to give not less than one week's notice of 46 hours and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall be given in writing and shall take effect from the working day following the day on which such notice was given, provided that this shall not affect the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient. A week's notice shall mean a full week's work or a full week's pay in lieu of notice.

(2) Provisions of this clause shall not effect any Agreement which provides for a longer period of notice than one week; provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this sub-clause payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The period of notice referred to in sub-clauses (1) and (2) of this clause shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training or during any period of absence for which an employee is entitled to sick pay in terms of clause 15.

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-clauses (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 10s. 6d. to the Council (through the Secretary) which shall—

(a) ask the applicant to submit himself or herself to an examination; or

(b) satisfy itself that the applicant by virtue of his years of experience is entitled to such certificate and when it is proved to the satisfaction of the Council that the applicant is competent, the Council shall issue such certificate.

(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 to take orders for or undertake work in the Hairdressing trade; or

(2) engage in trading in toilet requisites for sale, gain or reward;

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

11. 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; provided that for the purpose of attending to a customer who is receiving toilet services at the normal finishing time on any day, a working employer may remain at work for an additional half hour after the normal finishing time of the establishment to enable the toilet services being rendered to the customer to be completed.

12. PROVISION OF EQUIPMENT.

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

(a) in the ladies' trade—

- (i) curling tongs;
- (ii) scissors;
- (iii) combs;
- (iv) clippers (not electric);
- (v) nail files, cuticle scissors and cuticle clippers;
- (vi) setting combs;
- (vii) brushes;
- (viii) curlers;
- (ix) "Goodie" grips;

met dien verstande dat van geen werkewer vereis kan word om in 'n tydperk van ses maande meer as 1 lb. haarnaalde aan 'n werkewer te verskaf nie;

- (b) in die mansafdeling—
 - (i) knippers (nie-elektries);
 - (ii) skêre;
 - (iii) skeermesse;
 - (iv) nekborsel;
 - (v) kamme;
 - (vi) skeerriem;
- (c) in die gevalle waar die werkewer 'n "kleurskema" vir baadjies en oorklere in ooreenstemming met die kleurskema van sy inrigting ingestel het, moet hy die vereiste oorklere en baadjies aan sy assistente verskaf.
- (2) Elke werkewer moet aan elke haarkapperassistent die volgende verskaf:—
 - (a) Ten minste een steriliseerkabinet wat te alle tye 'n oplossing van ten minste 40 persent formalien bevat vir die steriliseer van alle gereedskap, uitgesonderd skeerkwaste;
 - (b) 'n antiseptiese bad wat 'n formalien- of ander geskikte oplossing bevat in die verhouding van $\frac{1}{2}$ gelling water tot twee ons formalien, of ander geskikte oplossing vir die doel van sterilisasie van skeerkwaste;
 - (c) ten minste twee skeerkwaste, sodat die een wat nie in gebruik is nie in die antiseptiese bad gebou kan word;
 - (d) skoongewaste handdoek vir gebruik deur die werkewer vir elke klant;
 - (e) vloeibare of poeier- of buisieseep of skeeroom;
 - (f) 'n voorraad skoon papier om die gereedskap mee skoon te vee en in die besonder elke skeermes nadat dit op die riem aangesit is;
 - (g) 'n bloedstelpende middel in die vorm van poeier, of vloeistof wat gespuit of op 'n skoon proprie watte gebruik kan word;
 - (h) 'n oordekte houer waarin na elke behandeling alle vuil papier en watte en hare gestort kan word.

13. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkewer wat dit nie reeds ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werkig tree, en elke werkewer wat na daardie datum die Haarkappersbedryf begin uitoefen, moet binne een maand na die datum waarop hy sy bedryf begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Sy naam en titel van die besigheid voluit;
- (b) besigheidsadres; en
- (c) naam van elke werknemer voluit, in watter hoedanigheid hy in diens is, en die lone wat betaal word.

(2) In die geval van 'n vennootskap, moet die volle name van al die vennote bo en behalwe die besonderhede soos ingevolge subklousule (1) vereis, voluit verstrek word:

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

- (a) Die volle name van die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die maatskappy is;
- (b) adres van die geregistreerde kantore van die maatskappy; en
- (c) die volle name van die Sekretaris en van alle ampsdraers van die maatskappy.

(4) Elke werkewer moet maandeliks as hy die gelde ingevolge klosule 17 van hierdie Ooreenkoms instuur, die volle name van alle persone in sy diens, met inbegrip van minderjariges en vakkleerlinge verstrek.

(5) Elke werkewer moet ingeval van 'n verandering in enige van die besonderhede wat hy ingevolge hierdie klosule verplig word om te verstrek, binne veertien (14) dae na die verandering plaasgevind het, aan die Sekretaris van die Raad 'n kennigewing van die verandering stuur.

14. VAKVERENIGINGARBEID.

(1) (a) Geen lid van die S.A. Hairdressers Employees' Industrial Union mag werk aanvaar by enige werkewer wat nie lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association is nie, of in diens bly van 'n werkewer wat opgehou het om lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association te wees nie.

(b) Geen lid van die Port Elizabeth and Uitenhage Master Hairdressers' Association mag enige werknemer in diens neem wat nie lid van die S.A. Hairdressers Employees' Industrial Union is nie.

(2) Bewys van lidmaatskap van die S.A. Hairdressers Employees' Industrial Union is die voorlegging van 'n geldige lidmaatskapkaart wat deur genoemde vakvereniging uitgereik is.

(3) Hierdie klosule is nie van toepassing op werkewers vir wie lone in klosules 4 (1) (c) (i), 4 (1) (c) (iii) en 4 (1) (c) (iv) van hierdie Ooreenkoms vasgestel is nie, nog op vakkleerlinge, nog in gevallen waarin na die Raad se mening lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, of sonder redelike oorsaak beëindig is, en die applikant binne 21 dae daarvan kennis van die weierung aan die Raad gegee het.

provided that no employer shall be required to supply more than 1 lb. of hairpins to any one employee in any period of six months;

(b) in the gent's trade—

- (i) clippers (not electric);
- (ii) scissors;
- (iii) razors;
- (iv) neck brush;
- (v) combs;
- (vi) strop;

(c) in cases where the employer has instituted a "colour scheme" in coats and overalls fitting in with the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants.

(2) An employer shall provide each hairdresser's assistant with—

- (a) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent formalin for the purpose of sterilizing all tools, other than shaving brushes;
- (b) an antiseptic bath containing a solution of formalin or other suitable solution in the proportion of half gallon of water to two ounces of formalin or other suitable solution for the purpose of sterilizing shaving 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 by the employee in respect of each customer;
- (e) liquid, powdered or the tube soap or shaving cream;
- (f) a supply of clean paper to wipe the tools and in particular the razor after each strapping 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.

13. REGISTRATION OF EMPLOYEES AND EMPLOYERS.

(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.
- (c) Full name of each employee, the capacity in which he is employed and wages paid.

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

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

- (a) The full name of the directors, the full name of the actual person in control of each branch of the business.
- (b) Address of the registered offices of the company.
- (c) The full name of the secretary of the company and all other office bearers of the company.

(4) Every employer shall disclose monthly, the full names of all persons employed including minors and apprentices when submitting moneys in terms of clause 17 of this Agreement.

(5) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within fourteen (14) days of the date on which such change took effect.

14. TRADE UNION LABOUR.

(1) (a) No member of the S.A. Hairdressers' Employees' Industrial Union shall accept employment with any employer who is not a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association, or remain in the employ of any employer who has ceased to be a member of the Port Elizabeth and Uitenhage Master Hairdressers' Association.

(b) No member of the Port Elizabeth and Uitenhage Master Hairdressers' Association shall employ any employee who is not a member of the S.A. Hairdressers' Employees' Industrial Union.

(2) Proof of membership of the S.A. Hairdressers Employees' Industrial Union shall be the production of a current membership card issued by the said Union.

(3) This clause shall not apply to employees for whom remuneration is laid down in clauses 4 (1) (c) (i), 4 (1) (c) (iii) and 4 (1) (c) (iv) of this Agreement, nor to apprentices, nor where, in the opinion of the Council, membership to a party to this Agreement, has been refused, or terminated without reasonable cause, and the applicant has reported such refusal to the Council within 21 days thereof.

(4) Die bepaling van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van binnekoms in die Unie van Suid-Afrika nie, met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande waarin hy in die bedryf begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepaling van hierdie klousule onmiddellik in werking tree.

15. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds gestig wat bekend moet staan as die Siektebystandfonds vir die Haarkappersbedryf, hieronder „die fonds“ genoem. Die fonds beliggaam die bates en laste van die fonds ingestel by Goewermentskennisgewing No. 476 van 29 Maart 1957.

(2) Die doel van die fonds is om, gedurende tydperke van siekte, mediese, artsenkundige en siektebystand aan werknaemers, en werkende werkgewers op wie hierdie Ooreenkoms van toepassing is, hieronder lede van die fonds genoem, te verleen.

(3) Die fonds word beheer deur die Raad wat vir die beheer van die fonds reëls wat nie met die Wet of die Ooreenkoms strydig is nie, moet opstel, wysig en verander. Afskrifte van die reëls en elke wysiging daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Behoudens die bepaling van subklousule (10), moet alle werknaemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, lid van die fonds word en alle werkende werkgewers wat dit verkeers moet as lede aangeneem word.

(5) Werknaemers moet in die volgende groep ingedeel word:—

Groep 1.—Werknaemers vir wie 'n basiese loon van hoogstens £2 per week, sonder lewenskostetoele, voorgeskryf is.

Groep 2.—Werknaemers vir wie 'n basiese loon van meer as £2 maar hoogstens £4. 10s. per week, sonder lewenskostetoele, voorgeskryf is.

Groep 3.—Werknaemers vir wie 'n basiese loon van meer as £4. 10s. per week maar hoogstens £7, sonder lewenskostetoele, voorgeskryf is.

Groep 4.—Werknaemers vir wie 'n basiese loon van meer as £7 per week, sonder lewenskostetoele, voorgeskryf is.

(6) Elke werkgever moet op elke betaaldag die volgende bedrae, hieronder die „bydraes“ genoem, van die weeklone van sy werknaemers, uitgesondert vakleerlinge, aftrek:

Werknaemers in groep 1: Die bedrag van 9d.;

werknaemers in groep 2: Die bedrag van 1s.;

werknaemers in groep 3: Die bedrag van 2s.;

werknaemers in groep 4: Die bedrag van 2s. 9d.;

en by die bedrag aldus afgetrek moet die werkgever ten opsigte van elke werknaem ondergenoemde bedrae soos volg byvoeg:—

Werknemer in groep 1: Die bedrag van 3d.;

werknemer in groep 2: Die bedrag van 6d.;

werknemer in groep 3: Die bedrag van 9d.;

werknemer in groep 4: Die bedrag van 9d.;

en indien deur 'n vakleerling spesiaal daarom gevra moet hy namens daardie vakleerling aftrekkings en bydraes op voorname basis doen.

Wanneer 'n werknaem met verlof is ten opsigte waarvan hy enige besoldiging ontvang, moet sowel sy eie as sy werkgever se bydraes gedurende die tydperk van daardie verlof voortgesit word.

(7) Elke werkende werkgever wat as lid aangeneem is, moet 3s. 6d. per week namehs homself bydra.

(8) Elke werkgever moet voor of op die sewende dag van elke maand die totale bedrag, ingevorder ooreenkomsdig subklousules (6) en (7), tesame met die state ooreenkomsdig die Aanhangesel hiervan, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth stuur.

(9) *A. Bystand.*—(a) Behoudens die bepaling van subklousule (11) hiervan, moet 'n lid vir elke weeklikse bydrae met 8 uur siektebystand tot 'n maksimum van 416 uur gekrediteer word en elke lid is geregtig op betaling van siektebystand vir soveel bystandure as wat daardie lid in sy kredit het. Wanneer siektebystand betaal word, moet die getal bystandure waarmee die betrokke lid gekrediteer is, met die getal ure waarvoor siektebystand betaal is, verminder word; met dien verstande dat geen aftrekking mag geskied vir betaling ten opsigte van 'n openbare vakansiedag wat in hierdie Ooreenkoms voorgeskryf is nie; en voorts met dien verstande dat die balans van die bystandure waarmee sodanige lid gekrediteer bly nadat daardie siektebystand betaal is, weer met 8 uur siektebystand vir elke verdere week se bydrae tot 'n maksimum van 416 uur gekrediteer moet word.

(b) Op ontvangs van 'n sertifikaat, uitgereik deur 'n geneeskundige beampete deur die Raad aangestel, wat sertificeer dat 'n lid weens ongeval of siekte, verhinder is om te werk of toiletdienste te verrig, moet die Raad siektebetaling betaal aan—

(i) 'n werknaem vir wie lone in hierdie Ooreenkoms voorgeskryf word, ooreenkomsdig die groep waarin hy laaste bygedra het en wel vir elke werkuur wat weens sodanige ongeval of siekte verloor is, teen die volgende skaal:—

Groep 1: 5d. per uur;

Groep 2: 10d. per uur;

Groep 3: 1s. 4d. per uur;

Groep 4: 1s. 4d. per uur;

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

15. SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the Hairdressing Industry Sick Benefit Fund, hereinafter referred to as "the fund". The fund shall incorporate the assets and liabilities of the fund established under Government Notice No. 476 dated 29th March, 1957.

(2) The object of the fund shall be to provide medical, pharmaceutical and sickness benefits to employees and working employers to whom this Agreement applies, hereinafter referred to as members of the fund, during periods of sickness.

(3) The fund shall be administered by the Council which shall make, amend and alter rules not inconsistent with this Agreement or the Act, governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(4) Subject to the provisions of sub-clause (10) all employees for whom wages are prescribed in this Agreement shall become members of the fund and all working employers who elect to do so shall be accepted as members.

(5) Employees shall be classified under the following groups:—

Group 1.—Employees for whom a basic wage of less than £2 per week exclusive of cost of living allowance is prescribed.

Group 2.—Employees for whom a basic wage of £2 or more per week but less than £4. 10s. per week exclusive of cost of living allowance is prescribed.

Group 3.—Employees for whom a basic wage of £4. 10s. or more per week but less than £7 per week exclusive of cost of living allowance is prescribed.

Group 4.—Employees for whom a basic wage of £7 or more per week exclusive of cost of living allowance is prescribed.

(6) Each employer shall on each pay day deduct from the weekly wages of each of his employees other than apprentices the following amounts, hereinafter referred to as "contributions".

Employees in Group 1: The sum of 9d.

employees in Group 2: The sum of 1s.

employees in Group 3: The sum of 2s.

employees in Group 4: The sum of 2s. 9d.

and to the amounts so deducted the employer shall add in respect of every—

employee in Group 1: The sum of 3d.

employee in Group 2: The sum of 6d.

employee in Group 3: The sum of 9d.

employee in Group 4: The sum of 9d.

and if specially requested by an apprentice to do so, he shall likewise make deductions and contributions on behalf of that apprentice on the basis aforesaid.

Whenever an employee is on leave in respect of which he receives some remuneration both his own and his employer's contribution shall be continued during the period of such leave.

(7) Every working employer who has been accepted as a member shall contribute 3s. 6d. per week on his own behalf.

(8) Each employer shall forward not later than the seventh day of every month the total sum collected in terms of sub-clauses (6) and (7) to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, together with statements in accordance with the Annexure hereto.

(9) *A. Benefits.*—(a) Subject to the provisions of sub-clause (11) hereof for each weekly contribution a member shall be credited with 8 hours sick benefit up to a maximum of 416 hours and each member shall be entitled to payment of sick benefit for as many hours as that member has benefit hours standing to his credit. Whenever sick pay benefit shall be paid the number of benefit hours standing to the credit of the member concerned, shall be reduced by the number of hours for which sick pay benefit has been paid; provided that no deduction shall be made for payment made in respect of a public holiday prescribed in this Agreement and provided further, that the balance of the benefit hours remaining to the credit of such member after such sick benefit shall have been paid shall again be credited with 8 hours benefit for each further weekly contribution up to a maximum of 416 hours.

(b) The Council shall on receipt of a certificate from a medical officer appointed by the Council certifying that a member is precluded by accident or illness from working or rendering toilet services, pay sick pay—

(i) to an employee for whom wages are prescribed in this Agreement, in accordance with the group in which he last contributed for each working hour lost due to such accident or illness, at the following rates:—

Group 1: 5d. per hour.

Group 2: 10d. per hour.

Group 3: 1s. 4d. per hour.

Group 4: 1s. 4d. per hour.

(ii) 'n werknemer ten opsigte van enige betaalde openbare vakansiedag wat binne 'n tydperk val ten opsigte waarvan die werknemer op siektebetalingbystand geregtig is, een-sesde van sodanige werknemer se gewone weeklikse besoldiging met inbegrip van lewenskosteloëae.

(iii) 'n werkende werkgewer vir elke uur wat hy weens sodanige ongeval of siekte verhinder is om toiletdienste te verrig, teen 'n skaal van 1s. 4d. per uur;

met dien verstande dat—

(aa) geen siektebystandbetaling vir afwesigheid van werk weens siekte vir 'n tydperk van twee gewone weekwerkdae of minder betaal word nie;

(bb) elke sertifikaat uitgereik deur 'n geneesheer wat deur die Raad aangestel is, slegs vir 7 dae na die datum van uitreiking geldig bly; met dien verstande dat die Raad in die geval van langdurige siekte 'n geneesheer se sertifikaat kan aanvaar vir sodanige langer tydperk as wat die Raad vasselt;

(cc) geen betaling bo die getal ure wat ooreenkomsdig subklousule (9) (a) van hierdie klousule verskuldig geword het, moet geskied nie;

(dd) die uitdrukking „uur“ 'n gewone uur beteken wat die lid sou gewerk het (afgesien van korttyd en oortyd) indien hy nie weens siekte of ongeval van die werk afwesig was nie;

voorts, met dien verstande dat geen siektebystand betaal moet word nie—

(aaa) aan 'n werknemer wie se ongesteldheid, kwaal of siekte na die mening van die Raad aan wangedrag, drankmisbruik of verdowingsmiddels toegeskryf kan word;

(bbb) ten opsigte van enige deel van die jaarlike verlof waarvoor 'n werknemer verlofbetaling ingevolge klousule 7 van hierdie Ooreenkoms ontvang het;

(ccc) vir enige ongesteldheid ten opsigte waarvan 'n lid skadeloosstelling kragtens die Ongevallewet, 1941, ontvang;

(ddd) vir enige ongesteldheid of siekte as gevolg van of gepaard gaande met swangerskap of enige vorige swangerskap.

B. Mediese en artsenkundige bystand.—Bo en behalwe die siektebetalingbystand genoem in paragraaf (a) van subklousule (9), is 'n lid geregtig tot die volgende bykomende bystand:

(i) Algemene geneeskundige behandeling van 'n geneeskundige beampete wat deur die Raad aangestel is binne die bestek van sy ooreenkoms met die fonds maar uitgesond behandelting t.o.v. enige ongesteldheid of siekte as gevolg van of gepaardgaande met swangerskap of enige vorige swangerskap.

(ii) Inspuitings, uitgesonderd inenting en voorbehoedinspuitings wat deur die geneeskundige beampete toegedien word.

(iii) Massering op voorskrif van die geneeskundige beampete.

(iv) Operasies, hospitaalbehandeling en spesialistebehandeling, met uitsondering van X-strale op die aanbeveling van die geneeskundige beampete tot 'n maksimum van £10 (tien pond) ten opsigte van enige enkele siekte of ongeval.

(v) Voorrade medisyne, salwe, verbande en wasmiddels uit 'n apiekt wat deur die Raad aangestel is, op grond van 'n voorskrif wat deur die geneeskundige beampete onderteken is.

Die koste van mediese behandeling en artsenkundige middels moet deur die Raad betaal word by die indiening van bevriddende rekenings van die geneeskundige beampete en aptekers wat deur die Raad aangestel is.

(10) Geen werknemer of werkende werkgewer mag as lid van die fonds aangeneem word nie, tensy hy deur 'n geneeskundige praktisyn wat deur die Raad aangestel is, ondersoek en deur sodanige geneeskundige praktisyn vir aanname aanbeveel is.

(11) Geen lid is daarop geregtig om of siektebetalingbystand kragtens paragraaf (a) of geneeskundige en artsenkundige bystand kragtens paragraaf (b) van subklousule (9) te ontvang voordat hy ten minste 13 weke lang bygedra het nie.

(12) 'n Werknemer of werkende werkgewer hou op om lid van die fonds te wees sodra hy nie meer by die haarkappersbedryf in diens of werkzaam is nie, uitgesonderd weens werkloosheid.

(13) Ingeval 'n werknemer werkloos word, bly hy nietemin op siektebetalingbystand geregtig kragtens paragraaf (a) van subklousule (9) in die mate van die getal bystandure waarneéhy op die datum waarop werkloos word, gekrediteer staan; met dien verstande dat hy nie op siektebetalingbystand gedurende 'n tydperk van werkloosheid geregtig is nie waarin hy op betaling van bystand kragtens die Werkloosheidversekeringswet, No. 53 van 1946, soos gewysig, geregtig is.

(14) Geneeskundige diens wat lede nodig het ten opsigte van gebreklikheid, swakheid, chroniese siekte of ander kwale waaraan 'n lid by die aanvangsdatum van hierdie Ooreenkoms gely het, of enige siekte wat aan sodanige kwale te wye is, word nie op rekening van die fonds geplaas nie, en ewemin geneeskundige behandeling wat 'n lid nodig het en wat die gevolg van gedrag is soos in subklousule (9) (A) (b) (aaa) genoem.

(ii) to an employee in respect of any paid public holiday which falls during any period in respect of which the employee is entitled to sick pay benefits, one-sixth of such employee's ordinary weekly remuneration inclusive of cost of living allowance.

(iii) to a working employer for each hour he is precluded by such accident or illness from rendering toilet services at the rate of 1s. 4d. per hour;

provided that—

(aa) no sick benefit pay shall be payable in respect of absence from work due to illness for a period of two normal weekly working days or less;

(bb) each certificate issued by a medical practitioner appointed by the Council shall be valid for 7 days only from the date of issue, provided that the Council may, in the event of lengthy illness accept the certificate of a medical practitioner for such longer period as it may determine;

(cc) no payment in excess of the number of hours accrued in terms of sub-clause (9) (a) of this clause shall be payable.

(dd) the term "hour" means an ordinary hour which would have been worked by the member (regardless of short-time or overtime), had he not been absent from work through illness or accident;

provided further that no sick pay benefits shall be paid—

(aaa) to a member whose illness, affliction or disease, is in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;

(bbb) in respect of any portion of the annual leave for which an employee received holiday pay in terms of clause 7 of this Agreement;

(ccc) for any illness in respect of which a member is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;

(ddd) for any illness or disease arising out of or incidental to pregnancy or any previous pregnancy.

B. Medical and Pharmaceutical Benefits.—A member shall in addition to the sick pay benefits referred to in paragraph (a) of sub-clause (9) be entitled to the following additional benefits:

(i) General medical attention from a medical officer appointed by the Council within the scope of his agreement with the fund but excluding attention for any illness or disease arising out of or incidental to pregnancy or any previous pregnancy.

(ii) Injections, excluding vaccination and preventative injections administered by the medical officer;

(iii) Massage at the direction of the medical officer;

(iv) Operations, hospitalised treatment and specialist treatment, excluding X-rays, on the recommendation of the medical officer up to a maximum of £10 (ten pounds) in respect of any one illness or accident;

(v) Supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacists appointed by the Council.

(10) No employee or working employer shall be accepted as a member of the fund unless he has been examined by a medical practitioner appointed by the Council and recommended for acceptance by such medical practitioner.

(11) No member shall be entitled to receive either sick pay benefits in terms of paragraph (a) or medical and pharmaceutical benefits in terms of paragraph (b) of sub-clause (9) until he has contributed for at least 13 weeks.

(12) 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.

(13) In the event of an employee becoming unemployed he shall nevertheless continue to be entitled to sick pay benefits in terms of paragraph (a) of sub-clause (9) to the extent of the number of benefit hours to his credit at the date he becomes unemployed; provided that he shall not be entitled to any sick pay benefits during any period of unemployment during which he may be entitled to receive benefits in terms of the Unemployment Insurance Act, No. 53 of 1946, as amended.

(14) Medical service required by members in respect of any deformity, infirmity, chronic disease or other ailments from which a member was suffering at the date of commencement of this Agreement, or any illness attributable to such ailments shall not be a charge upon the fund, nor any medical attention required by a member which is the result of conduct such as is referred to in sub-clause (9) (A) (b) (aaa).

(15) *Geldelike beheer.*—(a) Alle geld wat aan die fonds betaal word, moet gestort word in 'n spesiale rekening wat op naam van die Siektesfonds vir die Haarkappersbedryf geopen word by 'n bank wat deur die Raad goedgekeur is. Die Sekretaris moet behoorlike rekeningboek hou en ook aantekening hou van lede en hul bydraes, en van betalings wat namens hulle gedaan word.

(b) Bystand word gestaak sodra die bedrag in die kredit van die fonds tot onder £50 daal en kan nie hervat word nie totdat die bedrag in die kredit van die fonds weer tot die bedrag van £100 gestyg het.

(c) Die Sekretaris moet so spoedig moontlik na 31 Desember van elke jaar 'n staat opstel wat die geld wat ontvang is en besonderhede van uitgawes gedurende die 12 maande wat eindig op 31 Desember, aantoon. Sodanige staat moet vir ouditering voorgelê word aan 'n ouditeur wat deur die Raad aangestel is en tesamaan met die ouditeur se verslag aan die Raad voorgelê word. Die gevoudierte staat en die ouditeur se verslag daaroor moet ter insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet aan die Nywerheidsregister gestuur word.

(d) Alle onkoste wat vir die administrasie van die fonds aangegaan word, vorm 'n las teen die fonds.

(e) Alle betalings deur die fonds moet geskied per tjek wat op die fonds se rekening getrek is. Sodanige tjeke moet deur twee persone wat deur die Raad daartoe gemagtig is, onderteken word.

(f) Al die geld wat deur die Raad beskou word as 'n surplus bo die behoeftes van die fonds, kan by 'n bank of geregistreerde boumaatskappy op deposito geplaas word, met dien verstande dat voldoende geld in likwiede vorm beskikbaar gehou moet word om die fonds in staat te stel om onmiddellik op aanvraag sy verpligtings te kan nakom.

(g) As hierdie Ooreenkoms deur verloop van tyd of weens 'n ander oorsaak verstryk, moet die Raad voortgaan om die fonds te beheer totdat die Ooreenkoms hernuwe is of wanneer daar geen hernuwing plaasvind nie, totdat die fonds gelikwiedeer is.

(16) *Likwidasië.*—(a) Die fonds moet gelikwiedeer word ingeval die Raad se registrasie ingetrek word en nadat enige ooreenkoms wat van krag was, verstryk het, of by besluit van die Raad om die fonds te likwiede.

(b) As kurators van die fonds word aangestel die firma Port Elizabeth Board of Executors and Commercial Trust Company Ltd., wat in geval van likwidasië en nadat alle krediteure, administrasie- en likwidasiëkoste betaal is alle geld wat in die kredit van die fonds oorbly, op die volgende wyse van die hand moet sit:—

(i) Indien sodanige geld wat in die kredit van die fonds oorbly nie meer as £150 bedra nie, moet 33½ persent aan die Port Elizabeth en Uitenhage Master Hairdressers' Association betaal word; en 66½ persent moet aan die South African Hairdressers' Employees' Industrial Union, Port Elizabeth and Uitenhage, betaal word.

(ii) Indien sodanige geld wat in die kredit van die fonds oorbly meer as £150 is, moet een-derde (⅓) van sodanige geld aan die Sekretaris van Arbeid uitbetaal word om deur hom in trust bewaar te word en wat na goeddunke van die Minister gebruik kan word vir enige soortgelyke siektebystandsfonds wat in die magistraatsdistrikte Port Elizabeth en Uitenhage gestig kan word; die orige twee-derdes (⅔) van sodanige geld moet op die wyse soos in paragraaf (i) hierbo voorgeskryf, verdeel word.

(iii) Ingeval die kuratore om enige rede nie in staat is om al die geld of enige gedeelte van die geld aan een van die organisasies in hierdie klousule genoem, uit te betaal nie, moet sodanige geld aan die oorblywende organisasie uitbetaal word.

(iv) Ingeval die kuratore om enige rede nie in staat is om die geld aan enige van die organisasies wat in hierdie klousule genoem word, uit te betaal nie, moet sodanige geld oorgedra word aan 'n fonds wat behoorlik gestig is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(v) Ingeval die kuratore in subklousule (16) (b) noem, om enige rede nie in staat is nie of onwillig is om op te tree, moet 'n ander kurator wat deur die Raad aangestel word, die pligte wat hierin voorgeskryf word, uitoefen. As die Raad nie oor die kurator wat aangestel moet word kan ooreenkome nie, of as die Raad in gebreke bly om die aanstelling binne 'n redelike tydperk te doen, kan die Minister self die aanstelling doen.

16. VRYSTELLINGS.

(1) Ten opsigte van enige persoon kan die Raad vrystelling van enige bepaling van hierdie Ooreenkoms weens enige goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling ingevolge die bepaling van subklousule (1) van hierdie klousule verleen word, die voorwaarde waarop so 'n vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag moet wees, vasstel; met dien verstande dat die Raad na goeddunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.

15) *Financial Control.*—(a) All moneys paid in to the fund shall be deposited in a special account to be opened in the name of the "Hairdressing Trade Sick Fund" at a bank approved by the Council. Proper books of accounts shall be kept by the secretary as well as a record of members and of their contributions and of payments made on their behalf.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below £50 and shall not recommence until the amount standing to the credit of the fund has reached the sum of £100.

(c) The secretary shall, as soon as possible after 31st December each year prepare a statement showing moneys received and details of expenditure during the 12 months ended 31st December. Such statement shall be submitted for audit to an auditor appointed by the Council and submitted to the Council together with the auditor's report. The audited statement and the auditor's report thereon shall lie for inspection at the head office of the Council and copies thereof shall be sent to the Industrial Registrar.

(d) All expenses incurred in the administration of the fund shall be a charge upon the fund.

(e) All payments by the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the fund's requirements may be placed on deposit with a bank or registered building society; provided that sufficient money is kept in such liquid form as to enable the fund to meet its liabilities immediately it is called upon to do so.

(g) Should this Agreement expire through effluxion of time or for any other reason, the fund shall continue to be administered by the Council until the Agreement is renewed or failing renewal until the fund is liquidated.

(16) *Liquidation.*—(a) The fund shall be liquidated in the event of the Council becoming de-registered and after any agreement which is in operation has expired, or by resolution of the Council to the effect that the fund shall be liquidated.

(b) There shall be appointed as trustees, the firm of the Port Elizabeth Board of Executors & Commercial Trust Company Limited, who shall in the event of liquidation, and after all creditors, administration and liquidation expenses have been paid, dispose of the moneys remaining to the credit of the fund in the following manner:—

(i) If such money's remaining to the credit of the fund do not exceed £150, 33½ per cent shall be paid to the Port Elizabeth and Uitenhage Master Hairdressers' Association; and 66½ per cent shall be paid to the South African Hairdressers' Employees' Industrial Union, Port Elizabeth and Uitenhage.

(ii) If such money remaining to the credit of the fund exceeds £150, then one-third (⅓) of such moneys shall be paid to the Secretary for Labour to be held by him in trust and to be applied at the discretion of the Minister to any similar sick benefit fund which may be established in the Magisterial District of Port Elizabeth and Uitenhage; the remaining two-thirds (⅔) of such moneys shall be divided in the manner set forth in paragraph (i) above.

(iii) In the event of the trustees being unable for any reason to pay all or any portion of the moneys to one of the organisations referred to in this clause such moneys shall be paid to the remaining organisation.

(iv) In the event of the trustees being unable for any reason to pay the moneys to either of the organisations referred to in this clause, such moneys shall be transferred to a fund duly constituted for the same purpose for which the original fund was created.

(v) In the event of the trustees mentioned in sub-clause (16) (b) being for any reason unable or unwilling to act then another trustee appointed by the Council shall carry out the duties referred to herein. If the Council should be unable to agree on the trustee to be appointed or if it fails to make an appointment within a reasonable period the Minister may himself make the appointment.

16. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any persons granted exemption under the provisions of sub-clause (1) of this clause, conditions subject to which such exemption is granted, and the period during 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) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule verleen word, 'n sertifikaat uitrek wat deur hom onderteken is en wat die volgende vermeld:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
 - (c) die voorwaardes, vasgestel ingevolge die bepalings van subklousule (2) van hierdie klousule, waarop die vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die sekretaris van die Raad moet—
- (a) 'n afskrif hou van elke sertifikaat wat uitgereik word en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, stuur;
 - (b) as die vrystelling aan 'n werkneemster verleen word, 'n afskrif van die sertifikaat aan die betrokke werkewer stuur.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkewer een sjeling en drie pennies (1s. 3d.) per week van die loon van elkeen van sy werkneemsters vir wie lone in hierdie Ooreenkoms voorgeskryf word, aftrek, en 3d. vir elke los werkneemster ten opsigte van elke week wat hy in diens was by daardie werkewer. By die totale bedrae aldus afgetrek, moet die werkewer 'n gelyke bedrag byvoeg en die totale bedrag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad stuur; met dien verstande dat die bepalings van hierdie klousule nie op minderjariges of algemene assistente van toepassing is nie.

18. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

Elke werkewer moet aan enigeen van sy werkneemsters wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike geleentheid verskaf om hul pligte in verbaand met die Raad se werk na te kom.

19. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om behulpzaam te wees met die toepassing van hierdie Ooreenkoms. Dit is die plig van elke werkewer en elke werkneemster om sodanige persone op hul persele toe te laat om sulke ondersoek in te stel en te voltooi en sodanige boeke, dokumente, loonstate, tydkaarte en betaalkaartjies te ondersoek en alle werk te verrig wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring aan sodanige agent tydens sy ondersoek doen nie.

20. VERTONING VAN OOREENKOMS.

Elke werkewer moet op 'n opvallende plek wat vir sy werkneemsters maklik toeganglik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm in die reguilaries kragtens die Wet voorgeskryf, opplaak en opgeplak hou.

21. BEHEER VAN PERSELE.

Geen werkewer mag die Haarkappersbedryf op 'n perseel uitoefen—

- (a) wat nie behoorlik verlig en geventileer en van 'n genoegsame voorraad lopende water voorsien is nie;
- (b) wat nie met geglasuurde wasbakke met uitlaatpype en 'n onskadelike rioleringsstelsel toegerus is nie;
- (c) waarvan die mure en vloere gemaak is van materiaal wat verhinder dat hulle skoon gehou kan word nie;
- (d) wat uitgerus is met rakke, toebehore of ander vaste toebehore wat nie van glas, marmer of leiklip vervaardig of met emalje afgewerk of met sink of ander materiaal wat maklik skoon gemaak en duursaam is, bedek is nie;
- (e) waarvan enige deel gebruik word as 'n slaapvertrek of plek vir die bewaring en voorbereiding van voedsel nie, tensy die deel waarin die haarkappersbedryf uitgeoefen word van sodanige vertrek of plek deur 'n muur of mure sonder deure, vensters, openings of ander verbindings daarvan afgeskei is.

22. VERTOLKING VAN OOREENKOMS.

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

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

Namens die partye op hede die 26ste dag van Augustus 1959 in Port Elizabeth onderteken,

J. E. COATES,
Voorsitter van die Raad.

M. T. JACKSON,
Ondervorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-clause (1) of this clause, 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-clause (2) of this clause subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Port Elizabeth;
 - (b) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct one shilling and threepence (1s. 3d.) per week from the earnings of each of his employees for whom wages are prescribed in this Agreement, and 3d. for 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 the total sum to the Secretary of the Council, not later than the seventh day of each month, provided that the provisions of this clause shall not apply to a minor or general assistant.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. 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 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 investigation.

20. 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.

21. CONTROL OF PREMISES.

No employer shall carry on the Hairdressing Trade in premises—

- (a) which are not adequately lighted and ventilated and provided with an adequate supply of running water;
- (b) which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;
- (c) the walls and floors of which are not constructed of material which will permit of their being kept clean;
- (d) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finishing with enamel, or covered with zinc or other readily cleansable or durable material;
- (e) any portion of which is used as a sleeping apartment or place for the storage or preparation of food, unless the portion used for carrying on the hairdressing trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

22. 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.

Signed on behalf of the parties at Port Elizabeth, this 26th day of August, 1959.

J. E. COATES,
Chairman of the Council.

M. T. JACKSON,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF—PORT ELIZABETH, WALMER EN UITENHAGE.

Posbus: 3051.
Telefone: 41481/5.
Telegramme: „Midfacts“.

**Commercial-gebou,
Adderleystraat,
Port Elizabeth.**

Naam van Firma.

Adres.

Geldelike opgawe vir die maand.

19

OPMERKINGS.

SIEKTEFONDSBYDRAES.

- | | |
|--------------|--|
| Groep 1..... | Minder as £2 per week, werknemer dra 9d. by, werkgever 3d. |
| Groep 2..... | £2 per week maar minder as £4. 10s., werknemer dra 1s. by, werkgever 6d. |
| Groep 3..... | £4. 10s. per week maar minder as £7, werknemer dra 2s. by, werkgever 9d. |
| Groep 4..... | £7 per week en daarbo, werknemer dra 2s. 9d. by, werkgever 9d. |

Werkende werkgewers dra 3s. 6d. by.

Ons sluit tiek in ten bedrae van £.....

A	
B	
C	
f	

RAAD SE HEEFINGS.

Alle werknemers, uitgesonderd vakleerlinge, algemene assistente en arbeiders dra 1s. 3d. per week by en los werknemers 3d. per week. Werkgewers dra in elke geval 'n gelvige bedrag by.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE—PORT ELIZABETH, WALMER AND UITENHAGE.

P.O. Box: 3051.
Telephones: 41481/5.
Telegrams: "Midfacts".

Commercial Building,
Adderley Street,
Port Elizabeth.

Name of Firm _____

Address _____

Financial return for the month of _____

19_____

Name of Employee.	No. of Weeks.	Basic Wage.	Sick Fund Contributions.		Council Levy; Employee Only.	Remarks.
			Employees.	Employers.		
Employer's contribution.....			A	B	C	

NOTES.

SICK FUND CONTRIBUTIONS.

- Group 1..... Less than £2 per week employee contributes 9d., employer 3d.
 Group 2..... £2 per week but less than £4. 10s., employee contributes 1s., employer 6d.
 Group 3..... £4. 10s. per week but less than £7, employee contributes 2s., employer 9d.
 Group 4..... £7 per week and over, employee contributes 2s. 9d., employer 9d.

Working employers contribute 3s. 6d.

We enclose cheque for £

A

B

C

COUNCIL LEVIES.

All employees other than apprentices, general assistants and labourers contribute 1s. 3d. per week and casual employees 3d. per week.
 Employers contribute a like amount in each case.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



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