Republiek van Suid-Afrika ◆ Republic of South Africa

Buitengewone Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer) (Registered at the Post Office as a Newspaper)

(REGULASIEKOERANT No. 213) (REGULATION GAZETTE No. 213)

VOL. IX.] PRYS 5c. PRETORIA, 19 JULIE / 19 JULY 1963. PRICE 5c. [No. 558.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1095.] [19 Julie 1963.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 242.

HAARKAPPERSBEDRYF, OOS-LONDEN.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Haarkappersbedryf gemaak het en die 12de dag van Augustus 1963, bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die haarkappersbedryf in die munisipale gebied van Oos-Londen en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

(1) Tensy uit die samehang anders blyk, het iedere uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensy strydig met die samehang, beteken—

(i) „arbeider" 'n werknemer wat een of meer van die ondervermelde werksaamhede verrig:—
  (*a*) Dra, optel of verskuif;
  (*b*) persele of gerei, houers, meubels, skoene of ander artikels skoonmaak, vee of was;
  (*c*) briewe, boodskappe of goedere te voet of per handkar of trapfiets aflewer;
  (*d*) tee of soortgelyke dranke maak;
  (*e*) handdoeke of oorklere of ander beskermende klere was of stryk; (v)

(ii) „bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die haarkappersbedryf in diens is; (ii)

(iii) „dameshaarkapper" 'n werknemer wat toiletdienste aan vroulike persone bewys; (vi)

(iv) „dameshaarkapper, gekwalifiseerd," 'n dameshaarkapper wat minstens vier jaar ondervinding het of wie se vakleerlingkontrak in die haarkappersbedryf ingevolge artikel *sestien* (13) van die Wet op Vakleerlinge, 1944, na drie jaar beëindig is; (vii)

(v) „dameshaarkapper, ongekwalifiseerd," 'n dameshaarkapper met minder as vier jaar ondervinding; (viii)

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1095.] [19 July 1963.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 242.

HAIRDRESSING TRADE, EAST LONDON.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Hairdressing Trade and has fixed the 12th day of August, 1963, as the date from which the provisions of the said Determinaton shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees employed in the Hairdressing Trade in the municipal area of East London and to the employers of such employees.

2. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and unless inconsistent with the context—

(i) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (x)

(ii) "establishment" means any premises in or in connection with which one or more employees are employed in the Hairdressing Trade; (ii)

(iii) "experience"—
  (*a*) in relation to a ladies' hairdresser or a men's hairdresser, means the total period or periods of employment which an employee has had as a ladies' hairdresser or a men's hairdresser, respectively;
  (*b*) in relation to a receptionist, means the total period or periods of employment which an employee has had as a receptionist in the Hairdressing Trade; (xv)

(iv) "Hairdressing Trade" means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment except an establishment which caters exclusively for non-whites; (viii)

(v) "labourer" means an employee who is engaged in any one or more of the following operations—
  (*a*) carrying, lifting or moving;
  (*b*) cleaning, sweeping or washing premises or utensils, receptacles, furniture, shoes or other articles;
  (*c*) delivering letters, messages or goods on foot or by means of any hand or foot propelled vehicle;
  (*d*) making tea or similar beverages;
  (*e*) washing or ironing towels or overalls or other protective clothing; (i)

(vi) „ deeltydse arbeider " 'n arbeider wat as sodanig by die week gedurende hoogstens vier-en-twintig gewone werkure in 'n week in diens is; (xiii)

(vii) „ deeltydse dameshaarkapper " 'n gekwalifiseerde dameshaarkapper wat as sodanig by die week gedurende hoogstens vier-en-twintig gewone werkure in 'n week in diens is; (xiv)

(viii) „ haarkappersbedryf " die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toiletdienste te verskaf in enige bedryfsinrigting behalwe bedryfsinrigtings wat uitsluitend nie-blankes bedien; (iv)

(ix) „ loon " die geldbedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande—

(i) dat as 'n werkgewer sy werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige besoldiging raak of omvat wat 'n werknemer, in diens op enige basis waarvoor klousule 9 voorsiening maak, ontvang het bo en benewens die bedrag wat hy sou ontvang het as hy nie op sodanige basis in diens was nie; (xx)

(x) „ los werknemer " 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (i)

(xi) „ manshaarkapper " 'n werknemer wat toiletdienste aan manspersone bewys; (ix)

(xii) „ manshaarkapper, gekwalifiseerd," 'n manshaarkapper wat minstens vier jaar ondervinding het of wie se vakleerlingkontrak in die haarkappersbedryf ingevolge artikel *sestien* (13) van die Wet op Vakleerlinge, 1944, na drie jaar beëindig is; (x)

(xiii) „ manshaarkapper, ongekwalifiseerd," 'n manshaarkapper met minder as vier jaar ondervinding; (xi)

(xiv) „ militêre opleiding " die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig*, 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; (xii)

(xv) „ ondervinding "—

(*a*) met betrekking tot 'n dames- of 'n manshaarkapper, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as dames- of manshaarkapper gehad het;

(*b*) met betrekking tot 'n ontvangsklerk, die totale tydperk of tydperke diens wat 'n werknemer as ontvangsklerk in die haarkappersbedryf gehad het; (iii)

(xvi) „ ontvangsklerk " 'n vroulike werknemer wat klante ontvang, afsprake maak en aanteken, klerklike werk verrig of geld ontvang, uitbetaal of deponeer; (xvi)

(xvii) „ ontvangsklerk, gekwalifiseerd," 'n ontvangsklerk met minstens ses maande ondervinding; (xvii)

(xviii) „ ontvangsklerk, ongekwalifiseerd," 'n ontvangsklerk met minder as ses maande ondervinding; (xviii)

(xix) „ stukwerk " 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (xv)

(xx) „ toiletdienste " die volgende werksaamhede:—

(i) Die knip, kap, skeer, krul, reinig, skroei, was, bleik, verf, kleur, tint, stileer, kartel (permanent, marcel of water) of enige ander behandeling van die kop- of gesighare; of

(ii) die massering of ander stimulerende behandeling van die gesig, kopvel of nek; of

(iii) naelversorging, winkbroue pluk, haarwerk, trichologiese of skoonheidsbehandeling;

hetsy by enigeen van hierdie werksaamhede enige apparaat, toestel, preparaat of stof gebruik word al dan nie; (xix)

(2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.

(vi) " ladies' hairdresser " means an employee who is engaged in rendering toilet services to female persons; (iii)

(vii) " ladies' hairdresser, qualified," means a ladies' hairdresser who has had not less than four years' experience or whose contract of apprenticeship in the Hairdressing Trade terminated afted three years by virtue of section *sixteen* (13) of the Apprenticeship Act, 1944; (iv)

(viii) " ladies' hairdresser, unqualified," means a ladies' hairdresser who has had less than four years' experience; (v)

(ix) " men's hairdresser " means an employee who is engaged in rendering toilet services to male persons; (xi)

(x) " men's hairdresser, qualified," means a men's hairdresser who has had not less than four years' experience or whose contract of apprenticeship in the Hairdressing Trade terminated after three years by virtue of section *sixteen* (13) of the Apprenticeship Act, 1944; (xii)

(xi) " men's hairdresser, unqualified," means a men's hairdresser who has had less than four years' experience; (xiii)

(xii) " military training " means the continuous training which an employee is required to undergo in terms of section *twenty-one*, 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; (xiv)

(xiii) " part-time labourer " means a labourer who is employed as such by the week for not more than twenty-four ordinary hours of work in any week; (vi)

(xiv) " part-time ladies' hairdresser " means a qualified ladies' hairdresser who is employed as such by the week for not more than twenty-four ordinary hours of work in any week; (vii)

(xv) " piece work " means any system under which an employee's remuneration is based on the quantity of work done; (xix)

(xvi) " receptionist " means a female employee who is engaged in receiving clients, making and booking appointments, performing clerical work and receiving, paying out or depositing money; (xvi)

(xvii) " receptionist, qualified " means a receptionist who has had not less than six months' experience; (xvii)

(xviii) " receptionist, unqualified," means a receptionist who has had less than six months' experience; (xviii)

(xix) " toilet services " means the following operations—

(i) hairdressing, haircutting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, styling, waving (permanent, marcel or water) or any other treatment of the hair of the head or the face; or

(ii) the massage or other stimulative treatment of the face, scalp or neck; or

(iii) manicuring, eyebrow plucking, board work, trichological treatment or beauty culture,

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

(xx) " wage " means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis. (ix)

(2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, word hieronder uiteengesit:—

(*a*) *Werknemers, uitgesonderd los werknemers:*

	Per week. R
Arbeider	5.60
Dameshaarkapper, vrou, gekwalifiseerd	18.00
Dameshaarkapper, vrou, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding	6.00
Gedurende die tweede jaar ondervinding	8.00
Gedurende die derde jaar ondervinding	11.00
Gedurende die vierde jaar ondervinding	14.00
Dameshaarkapper, man, gekwalifiseerd	26.00
Dameshaarkapper, man, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding	6.00
Gedurende die tweede jaar ondervinding	9.00
Gedurende die derde jaar ondervinding	13.50
Gedurende die vierde jaar ondervinding	19.00
Deeltydse arbeider	3.36
Deeltydse dameshaarkapper	10.80
Manshaarkapper, gekwalifiseerd	26.00
Manshaarkapper, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding	6.00
Gedurende die tweede jaar ondervinding	9.00
Gedurende die derde jaar ondervinding	13.50
Gedurende die vierde jaar ondervinding	19.00
Ontvangsklerk, gekwalifiseerd	10.00
Ontvangsklerk, ongekwalifiseerd	8.50
Werknemer wat nie spesifiek elders in hierdie klousule vermeld word nie	6.00

(*b*) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgewer vereis dat sy los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon" beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word en wel ongeag die vraag of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—

(*a*) 'n hoër loon as dié van sy-eie klas, of

(*b*) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal:—

(i) In die geval in paragraaf (*a*) vermeld, minstens die dagloon bereken teen die hoër tarief, en

(ii) in die geval in paragraaf (*b*) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bo die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

(i) dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding of geslag berus nie;

(ii) dat, tensy in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(*a*) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur ses.

(*b*) Die maandloon van 'n werknemer is vier-en-'n-derde maal sy weekloon.

(*c*) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure soos vir sodanige werknemer in klousule 5 (1) voorgeskryf word.

3. REMUNERATION.

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:—

(*a*) *Employees other than casual employees:*

	Per Week. R
Labourer	5.60
Ladies' hairdresser, female, qualified	18.00
Ladies' hairdresser, female, unqualified:—	
During the first year of experience	6.00
During the second year of experience	8.00
During the third year of experience	11.00
During the fourth year of experience	14.00
Ladies' hairdresser, male, qualified	26.00
Ladies' hairdresser, male, unqualified:—	
During the first year of experience	6.00
During the second year of experience	9.00
During the third year of experience	13.50
During the fourth year of experience	19.00
Men's hairdresser, qualified	26.00
Men's hairdresser, unqualified:—	
During the first year of experience	6.00
During the second year of experience	9.00
During the third year of experience	13.50
During the fourth year of experience	19.00
Part-time labourer	3.36
Part-time ladies' hairdresser	10.80
Receptionist, qualified	10.00
Receptionist, unqualified	8.50
Employee not elsewhere in this sub-clause specifically mentioned	6.00

(*b*) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(*a*) a wage higher than that of his own class, or

(*b*) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (*a*), not less than the daily wage calculated at the higher rate, and,

(ii) in the case referred to in paragraph (*b*), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

(i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on experience or sex;

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of Wages.*—(*a*) The daily wage of an employee, other than a casual employee shall be his weekly wage divided by six.

(*b*) The monthly wage of an employee shall be four and a third times his weekly wage.

(*c*) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work prescribed for such employee in clause 5 (1).

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, met die toestemming van die werknemer, maandeliks in kontant of per tiek betaal word gedurende die werkure of binne vyftien minute na staking van die werk op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n geslote koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

(*a*) die werkgewer se naam;

(*b*) die werknemer se naam en sy beroep;

(*c*) die getal gewone werkure wat die werknemer gewerk het;

(*d*) die getal ure wat die werknemer oortyd gewerk het;

(*e*) die werknemer se loon;

(*f*) die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;

(*g*) besonderhede omtrent enige bedrae wat afgetrek is;

(*h*) die werklike bedrag wat aan die werknemer betaal word; en

(*i*) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens aan hom in kontant betaal.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgewer mag nie vereis dat sy werknemer van hom of van enige winkel, plek of persoon deur hom aangewys goedere koop nie.

(5) *Kos en inwoning.*—'n Werkgewer mag nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

(*a*) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings;

(*b*) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;

(*c*) iedere bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(*d*) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur vir 'n huis of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer gewone werkure werk nie as—

(*a*) in die geval van 'n los werknemer, agt-en-'n-half op 'n dag;

(*b*) in die geval van 'n deeltydse arbeider of 'n deeltydse dameshaarkapper—

(i) vier-en-twintig in 'n week; en

(ii) vier op 'n dag;

(*c*) in die geval van enige ander werknemer—

(i) ses-en-veertig in enige week; en

(ii) behoudens die bepalings van subparagraaf (i) hiervan, agt-en-'n-half op vyf dae in 'n week en vyf op die oorblywende dag van die week:

Met dien vestande dat—

(i) geen werk na 1-uur nm. op meer as vyf dae in 'n week gedoen mag word nie;

(ii) as daar van 'n werknemer vereis of hy toegelaat word om 'n klant te bedien ná voltooiing van die gewone werkure wat in paragraaf (*b*) (ii) en (*c*) (ii) voorgeskryf is, die getal gewone werkure ten opsigte van daardie werknemer met hoogstens vyftien minute op 'n dag en met hoogstens een uur in 'n week oorskry mag word.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other Than Casual Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

(*a*) the employer's name;

(*b*) the employee's name and occupation;

(*c*) the number of ordinary hours of work worked by the employee;

(*d*) the number of overtime hours worked by the employee;

(*e*) the employee's wage;

(*f*) the details of any other remuneration arising out of the employee's employment;

(*g*) the details of any deductions made;

(*h*) the actual amount paid to the employee; and

(*i*) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual Employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and Lodging.*—An employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:—

(*a*) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(*b*) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(*c*) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

(*d*) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native Village under the control of such council or other local authority.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

(*a*) in the case of a casual employee, eight and one-half on any day;

(*b*) in the case of a part-time labourer or a part-time ladies' hairdresser—

(i) twenty-four in any week; and

(ii) four on any day;

(*c*) in the case of any other employee—

(i) forty-six in any week; and

(ii) subject to sub-paragraph (i) hereof, eight and one-half on five days in any week and five on the remaining day of the week:

Provided—

(i) that no work shall be performed after 1 o'clock p.m. on more than five days in any week;

(ii) that if an employee is required or permitted to attend to a customer after the completion of the ordinary hours of work prescribed in paragraphs (*b*) (ii) and (*c*) (ii), the number of ordinary hours of work may be exceeded in respect of that employee by not more than fifteen minutes on any day and by not more than one hour in any week.

(2) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—

(i) dat werktye wat onderbreek word deur pouses van minder as 'n uur geag word aaneen te loop;

(ii) dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een-en-'n-kwart uur geag word tyd te wees waarin daar gewerk is.

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkperiode in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(4) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (2), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

(5) *Oortydwerk.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousule (1) voorgeskryf, gewerk het, word geag oortyd te wees.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk as—

(*a*) wat 'n los werknemer betref, twee uur op 'n dag;

(*b*) wat 'n deeltydse dameshaarkapper betref, ses uur in 'n week;

(*c*) wat enige ander werknemer betref—

(i) twee uur op 'n dag;

(ii) ses uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens—

(*a*) wat 'n los werknemer betref, een-en-'n-derde maal sy gewone loon ten opsigte van die hele tydperk wat sodanige werknemer op enige dag aldus gewerk het;

(*b*) wat enige ander werknemer betref, een-en-'n-derde maal sy gewone loon ten opsigte van die hele tydperk wat bedoelde werknemer in enige week aldus gewerk het.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens, veertien opeenvolgende kalenderdae verlof toestaan en aan die werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens twee maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande—

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het, of dat, as die werkgewer en sy werknemer voor die verstryking van gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van die gemelde tydperk van vier maande;

(ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

(iii) dat, as 'n statutêre openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

(iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (*a*) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat oploop: Met dien verstande—

(i) dat so 'n werknemer sodanige versoek doen binne vier maande ná afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(2) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—

(i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked.

(3) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (2), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked by an employee in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(*a*) in the case of a casual employee, two hours on any day;

(*b*) in the case of a part-time ladies' hairdresser, six hours in any week;

(*c*) in the case of any other employee—

(i) two hours on any day;

(ii) six hours in any week.

(7) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

(*a*) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;

(*b*) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked in any week.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him fourteen consecutive calendar days' leave, and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7, nor, unless the employee so requests and the employer agrees in writing, with any period of military training;

(iii) that if a statutory public holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (*a*) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

(i) that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and

(ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(*b*) Die bepalings van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloop het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens een-sesde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoudsbepaling in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van kennisgewing betaal het; of

(ii) wat sy diens sonder regsgeldige rede verlaat; of

(iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

tot geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het tot 'n tydperk van verlof voorgeskryf in subklousule (1) gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(7) By die toepassing van hierdie klousule word die uitdrukking „diens" geag ook elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tewens alle tydperke waarin 'n werknemer afwesig is—

(*a*) met verlof ingevolge hierdie klousule;

(*b*) met siekteverlof ingevolge klousule 7;

(*c*) op las of versoek van sy werkgewer;

(*d*) vir militêre opleiding;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (*a*), (*b*) en (*c*), plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar begin en ondergaan het, en die diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

7. Siekteverlof.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig werkdae, siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom toestaan, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

(i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdae in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule te bowe hoef te gaan nie;

(*b*) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work-day before the date of commencement of the leave.

(5) An employee, whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-sixth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this sub-clause.

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

(*a*) on leave in terms of this clause;

(*b*) on sick leave in terms of clause 7;

(*c*) on the instructions or at the request of his employer;

(*d*) undergoing any military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (*a*), (*b*) and (*c*), plus up to three months of any period of military training commenced and undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. Sick Leave.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than twenty-four work-days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

(iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk van meer as een dag kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(*a*) word die uitdrukking „diens" geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

(i) met verlof ingevolge klousule 6;

(ii) op las of versoek van sy werkgewer;

(iii) met siekteverlof ingevolge subklousule (1);

(iv) vir militêre opleiding,

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar begin en ondergaan het, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(*b*) beteken „ongeskiktheid" die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

8. Openbare vakansiedae en Sondae.

(1) 'n Werkgewer mag nie vereis of toelaat dat 'n werknemer op 'n statutêre vakansiedag werk nie en, behalwe soos bepaal in klousule 4 (6) moet hy sy werknemer, uitgesonderd 'n los werknemer, vir die week waarin sodanige openbare vakansiedag val, minstens sy weekloon betaal.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n werknemer op 'n Sondag werk nie.

9. Stukwerk.

(1) Ná minstens een week kennisgewing aan sy werknemer kan 'n werkgewer 'n stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (6), moet die werkgewer 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgewer, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal—

(*a*) in die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moet betaal het as hy hom 'n tydloon betaal het;

(*b*) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy so 'n werknemer vir daardie dag sou moet betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgewer moet 'n lys van die tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aangeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld af te skaf of te wysig, moet aan die betrokke werknemers minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgewer minstens die ooreengekome kennis gee.

(iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period of more than one day, require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity.

(3) Where during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause the expression—

(*a*) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 6;
(ii) on the instructions or at the request of his employer;
(iii) on sick leave in terms of sub-clause (1);
(iv) undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus up to three months of any period of military training commenced and undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(*b*) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

8. Public Holidays and Sundays.

(1) An employer shall not require or permit any employee to work on any statutory public holiday and, save as provided in clause 4 (6), he shall pay his employee, other than a casual employee, for the week in which any such public holiday falls not less than his weekly wage.

(2) An employer shall not require or permit any employee to work on any Sunday.

9. Piece-work.

(1) An employer may after at least one week's notice to his employee, introduce any piece-work system and, save as provided in clause 4 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

(*a*) in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

(*b*) in the case of a casual employee, in respect of each day on which piece-work is performed the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgewer 'n los werknemer geen kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere, uitgesonderd dié wat uitsluitend wit van kleur is, wat hy vereis dat sy werknemer dra of wat sodanige werknemer by wet of regulasie verplig word om te dra, gratis verskaf en in goeie toestand hou en alle sodanige uniforms, oorpakke en beskermende klere wat die werkgewer aan sy werknemers verskaf, bly die eiendom van die werkgewer.

(2) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat 'n werknemer ingevolge hierdie klousule moet dra op eie koste laat was en stryk.

11. GEREEDSKAP EN TOERUSTING.

'n Werkgewer moet sy werknemer voorsien van alle gereedskap, toerusting en benodigdhede vir die verrig van die werknemer se werk: Met dien verstande dat 'n werkgewer van 'n gekwalifiseerde dameshaarkapper of 'n gekwalifiseerde manshaarkapper kan vereis om onderskeidelik die ondervermelde gereedskap te verskaf:—

(A) *Dameshaarkapper*—
- (i) kamme;
- (ii) skêre;
- (iii) skeermesse (sonder lemmetjies);
- (iv) knippies; en
- (v) rollers.

(B) *Manshaarkapper*—
- (i) kamme;
- (ii) skêre;
- (iii) skeermesse;
- (iv) elektriese of ander haarknippers; en
- (v) nekborsels.

12. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig moet dit—

(*a*) gedurende die eerste vier weke diens, minstens een werkdag;

(*b*) ná die eerste vier weke diens, minstens 'n week;

vooruit opsê; of 'n werkgewer of sy werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van die omstandighede:—

(i) In die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat hierdeur onaangetas gelaat word—

(i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

(iii) die werking van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf mag op enige werkdag gegee word: Met dien verstande—

(i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;

(ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat in hoofsaak die vorm het wat in die Eerste Bylae tot hierdie Vasstelling voorgeskryf word en waarin die volle naam van die werkgewer en van sy werknemer, die beroep van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die werknemer se weekloon of maandloon ten tyde van die datum van sodanige beëindiging aangegee word.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in good condition, free of charge, all uniforms, overalls or protective clothing, except those exclusively white in colour, which he requires his employee to wear or which such employee is by any law or regulation required to wear and such uniforms, overalls and protective clothing supplied by an employer to his employees shall remain the property of the employer.

(2) An employer shall at his own cost launder any uniform, overall or protective clothing which an employee is required to wear in terms of this clause.

11. TOOLS AND EQUIPMENT.

An employer shall supply his employee with all tools, equipment and requirements for the performance of such employee's work: Provided that an employer may require a qualified ladies' hairdresser or a qualified men's hairdresser, respectively, to provide the tools mentioned hereunder:—

(A) *Ladies' hairdresser*—
- (i) combs;
- (ii) scissors;
- (iii) razors (without blades);
- (iv) clips; and
- (v) rollers.

(B) *Men's hairdresser*—
- (i) combs;
- (ii) scissors;
- (iii) razors;
- (iv) electrical or other clippers; and
- (v) neck brushes.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(*a*) during the first four weeks of employment, not less than one work day's;

(*b*) after the first four weeks of employment, not less than one week's;

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day: Provided—

(i) that the period of notice 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;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the First Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly or monthly wage at the date of such termination.

14. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

15. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde dames- of manshaarkapper in diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde dames- of manshaarkapper in sy diens het, en vir elke gekwalifiseerde dames- of manshaarkapper in sy diens mag hy nie meer as onderskeidelik een ongekwalifiseerde dames- of manshaarkapper in diens neem nie: Met dien verstande dat by die toepassing van hierdie klousule—

(i) 'n werkgewer wat uitsluitend of hoofsaaklik die werk van 'n dames- of manshaarkapper verrig as 'n gekwalifiseerde dames- of manshaarkapper, na gelang van die geval, beskou mag word;
(ii) 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer in die klas beskou mag word;
(iii) 'n deeltydse dameshaarkapper nie by die bepaling van die verhouding meegereken word nie;
(iv) 'n vakleerling wat sy kontrak kragtens die Wet op Vakleerlinge, 1944, nakom as 'n ongekwalifiseerde haarkapper beskou word.

(2) 'n Werkgewer mag nie 'n deeltydse dameshaarkapper in diens neem tensy hy 'n gekwalifiseerde dameshaarkapper in diens het nie en vir elke gekwalifiseerde dameshaarkapper in sy diens mag hy nie meer as een deeltydse dameshaarkapper in diens neem nie.

(3) Die bepalings van hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing en 'n werkgewer mag nie in meer as een bedryfsinrigting of in meer as een klas as 'n gekwalifiseerde werknemer beskou word nie.

16. BYWONINGSREGISTER.

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n register verskaf en byhou wat wesenlik ooreenstem met die vorm wat in die Tweede Bylae by hierdie Vasstelling voorgeskryf word.

(2) 'n Werkgewer moet die naam en beroep van elke werknemer daagliks in die register aanteken.

(3) Tensy hy onvermydelik daarvan weerhou word, moet elke werknemer ten aansien van elke dag wat hy gewerk het en wel op daardie dag die ondervermelde in die register aanteken—

(i) sy handtekening;
(ii) hoe laat hy begin werk het;
(iii) hoe laat elke etens- en ander pouse wat nie as gewone werkure gereken kan word nie, begin en geëindig het;
(iv) hoe laat werk vir die dag gestaak is:

Met dien verstande dat as 'n werknemer nie kan skryf nie sy werkgewer namens hom die nodige inskrywings ten opsigte van items (ii), (iii) en (iv) moet doen en onderteken.

(4) 'n Werkgewer moet die register vir minstens drie jaar na die datum van die laaste inskrywing daarin bewaar.

(5) Alle inskrywings in die register moet met ink of inkpotlood gedoen word.

EERSTE BYLAE.

Ek/Ons (*a*) ..... wat
besigheid dryf in die Haarkappersbedryf te .....
.....
.....
.....
sertifiseer hiermee dat .....
by my/ons (*a*) in diens was vanaf die .....
dag van ..... 19..... tot die.....
dag van ..... 19..... in die beroep van (*b*)
.....
By beëindiging van diens was sy/haar (*a*) loon.....
..... rand
..... sent per week/maand (*a*).

.....
(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum.....

(*a*) Skrap wat nie van toepassing is nie.
(*b*) Vermeld beroep wat werknemer uitsluitend of hoofsaaklik beoefen het, bv. dameshaarkapper, manshaarkapper, arbeider.

14. PROHIBITION OF EMPLOYMENT.

An employer shall not employ any person under the age of 15 years.

15. RATIO.

(1) An employer shall not employ an unqualified ladies' hairdresser or men's hairdresser unless he has in his employ a qualified ladies' hairdresser or men's hairdresser, respectively, and for each qualified ladies' hairdresser or men's hairdresser in his employ he shall not employ more than one unqualified ladies' hairdresser or men's hairdresser, respectively: Provided that for the purpose of this clause—

(i) an employer who is wholly or mainly engaged in performing the work of a ladies' hairdresser or a men's hairdresser may be deemed to be a qualified ladies' hairdresser or men's hairdresser, as the case may be;
(ii) an unqualified employee who is receiving a wage of not less than that prescribed for a qualified employee of his class may be deemed to be a qualified employee in such class;
(iii) a part-time ladies' hairdresser shall not be reckoned in computing the ratio;
(iv) an apprentice serving his contract under the Apprenticeship Act, 1944, shall be reckoned as an unqualified hairdresser.

(2) An employer shall not employ a part-time ladies' hairdresser unless he has in his employ a qualified ladies' hairdresser and for each qualified ladies' hairdresser in his employ he shall not employ more than one part-time ladies' hairdresser.

(3) The provisions of this clause shall apply to each establishment separately and an employer shall not be deemed to be a qualified employee in more than one establishment or in more than one class.

16. ATTENDANCE REGISTER.

(1) An employer shall provide and maintain in his establishment an attendance register substantially in the form prescribed in the Second Schedule to this Determination.

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of every employee.

(3) Unless precluded from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day record in such attendance register—

(i) his signature;
(ii) the time he commenced work;
(iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work;
(iv) the time of finishing work for the day:

Provided that if an employee is unable to write, his employer shall on his behalf make and sign the necessary entries in respect of items (ii), (iii) and (iv).

(4) An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein.

(5) Every entry in the attendance register shall be made in ink or indelible pencil.

FIRST SCHEDULE.

I/We (*a*) .....
carrying on business in the Hairdressing Trade at .....
.....
.....
hereby certify that .....
was employed by me/us (*a*) from the ..... day of
....., 19 ....., to the .....
day of ....., 19 ....., in the occupation of
(*b*) .....
At the termination of employment his/her (*a*) wage was .....
..... rand
..... cents
per week/month (*a*).

.....
(Signature of Employer or Authorised Representative.)

Date .....

(*a*) Delete whichever inapplicable.
(*b*) State occupation in which employee was wholly or mainly engaged, e.g. ladies' hairdresser, men's hairdresser, labourer.

TWEEDE BYLAE.

BYWONINGSREGISTER.

Naam van werknemer. ..... Beroep van werknemer. .....

Jaar..... Maand.....		Inskrywings wat deur werknemer gedoen moet word.											Opmerkings (as daar is).		
		Handtekening.	Begintyd van werk.	Pouses van diens af.						Hoe laat gestaak word.	Oortydure gewerk.		Totale getal ure gewerk.		Deur werknemer.	Deur werkgewer as werknemer afwesig is, die redes vir sy afwesigheid (moet deur werkgewer onderteken word).	Deur inspekteur.
Datum.	Dag van week.			Begin.	Hervat werk.	Begin.	Hervat werk.	Begin.	Hervat werk.		Begin.	Tot.	Elke dag.	Elke week.			
1																	
2																	
3																	
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30																	
31																	

OPMERKING.—Onder die opskrifte „ Begin " en „ Hervat werk " in die kolomme wat op „ Pouses van diens af " betrekking het, voeg in hoe laat die pouse begin en hoe laat werk hervat is. Dit word beskou dat 'n werknemer gedurende 'n pouse waarin hy nie toegelaat is om die bedryfsinrigting te verlaat nie, vir daardie hele pouse gewerk het. Pouses wat as gewone werkure gereken kan word, hoef nie aangeteken te word nie bv. ruspouses. [Sien klousule 5 (3).]

SECOND SCHEDULE.

ATTENDANCE REGISTER.

Name of Employee. ..... Occupation of Employee. .....

Year..... Month.....		Entries to be made by Employee.											Remarks (if any).		
		Signature.	Time of commencing Work.	Intervals Off Work.						Time of Finishing Work.	Excess Hours Worked.		Total Number of Hours Worked.		By Employee.	By Employer, if Employee Absent, Reasons for His Absence (to be Signed by Employer).	By Inspector.
Date	Day of Week.			Off.	On.	Off.	On.	Off.	On.		On.	Off.	Each Day.	Each Week.			
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
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27																	
28																	
29																	
30																	
31																	

NOTE.—Under headings " Off " and " On " in columns referring to " intervals " insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval. Intervals which are reckonable as ordinary hours of work need not be recorded, e.g., rest intervals. [See clause 5 (3).]

No. R. 1096.] [19 Julie 1963.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENSKOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

HAARKAPPERSBEDRYF, OOS-LONDEN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreëls No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Haarkappersbedryf, Oos-Londen, gepubliseer by Goewermentskennisgewing No. R. 1095 van 19 Julie 1963.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1096.] [19 July 1963.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

HAIRDRESSING TRADE, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Hairdressing Trade, East London, published under Government Notice No. R. 1095 of the 19th July, 1963.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

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Die Staatsdrukker, Pretoria. | The Government Printer, Pretoria.

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