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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 471 16 Maart 1979

LOONWET, 1957

LOONVASSTELLING 383.—HAARKAPPERS- BEDRYF KIMBERLEY

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Haarkappersbedryf, Kimberley, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

HAARKAPPERSBEDRYF, KIMBERLEY

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Haarkappersbedryf in die munisipale gebied Kimberley.

2. OMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

“algemene assistent” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (1) Dra, optel of verskuif;
- (2) persele of gerei, houers, meubels, skoene of ander artikels skoonmaak, vee of was;
- (3) briewe, boodskappe of goedere te voet of per handkar of trapfiets aflewer;
- (4) tee of soortgelyke drankie maak; en
- (5) handdoeke of oorpakke of ander beskermende kleres was of stryk;

“bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Haarkappersbedryf in diens is;

“bestuurder” ’n werknemer wat deur sy werkgewer belas is met die algehele—

- (1) toesig oor;
- (2) verantwoordelikheid vir; en
- (3) leiding van;

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 471 16 March 1979

WAGE ACT, 1957

WAGE DETERMINATION 383.—HAIRDRESSING TRADE, KIMBERLEY

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Hairdressing Trade, Kimberley, and has fixed the second Monday after the date of publication this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

HAIRDRESSING TRADE, KIMBERLEY

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employers and all their employees in the Hairdressing Trade in the municipal area of Kimberley.

2. DEFINITIONS

(a) 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—

“casual employee” means an employee who is employed by the same employer on not more than three days in any week;
“commission work” means any system under which an employee's remuneration is calculated on the value of the sales effected or the volume or quantity of the work performed;

“establishment” means any premises in or in connection with which one or more employees are employed in the Hairdressing Trade;

“experience” means, in relation to—

(1) a ladies' hairdresser, a men's hairdresser or a shampooist, the total period of periods which an employee has had as a ladies' hairdresser, a men's hairdresser or a shampooist in the Hairdressing Trade;

(2) a receptionist, the total period or periods which an employee has had as a receptionist;

“general assistant” means an employee who is engaged in any one or more of the following operations:

- (1) Carrying, lifting or moving;

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die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"dameshaarkapper" 'n werknemer, uitgesonderd 'n sjampoeis, wat toilet dienste lewer in 'n dameshaarkapperij;

"dameshaarkapper, gekwalifiseerd", 'n dameshaarkapper wat minstens drie jaar ondervinding het;

"dameshaarkapper, ongekwalifiseerd", 'n dameshaarkapper met minder as drie jaar ondervinding;

"dameshaarkapperij" die seksie van die Haarkappersbedryf waarin toilet dienste hoofsaaklik aan vroulike persone gelewer word;

"Haarkappersbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toilet dienste te verskaf in enige bedryfsinrigting behalwe 'n bedryfsinrigting wat uitsluitend Nie-Blankes bedien;

"kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die hoeveelheid of volume of waarde van die werk deur die werknemer verrig;

"loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 6 voorgeskryf: Met dien verstande dat—

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

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 5 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"manshaarkapper" 'n werknemer wat toilet dienste lewer in 'n manshaarkapperij;

"manshaarkapper, gekwalifiseerd", 'n manshaarkapper wat minstens drie jaar ondervinding het;

"manshaarkapper, ongekwalifiseerd", 'n manshaarkapper met minder as drie jaar ondervinding;

"manshaarkapperij" die seksie van die Haarkappersbedryf waarin toilet dienste hoofsaaklik aan manlike persone gelewer word;

"ondervinding"—

(1) met betrekking tot 'n dameshaarkapper, 'n manshaarkapper of 'n sjampoeis, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n dameshaarkapper, 'n manshaarkapper of 'n sjampoeis in die Haarkappersbedryf werksaam was;

(2) met betrekking tot 'n ontvangsklerk die totale tydperk of tydperke wat 'n werknemer as 'n ontvangsklerk werksaam was;

"oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie gewone werkure by klousule 6 (1) vir sodanige werknemer voorgeskryf;

"ontvangsklerk" 'n werknemer wat hoofsaaklik in diens is om klante te ontvang of om oor die telefoon of andersins afsprake te reël, en rekenings en state by te hou of enige ander soort klerklike werk te verrig, benewens kontant te hanteer en artikels oor die toonbank te verkoop;

"plaaslike owerheid" 'n afdelingsraad, stadsraad, administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971), munisipale raad en enige ander soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word;

"sjampoeis" 'n werknemer, 21 jaar oud of ouer, wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(1) Sjampoeneer;

(2) sluiers, spelde, rollers, knippe en enige ander hulpset-middels verwyder;

(3) klante vir bleikstrepe of bobleiking gereed maak;

(4) spoelmiddels of kleursjampoos aanwend;

(5) haardroërs oorsit of verwyder;

(6) klante onder droërs plaas en klante van onder droërs uitneem;

(7) hare droogblaas sonder die gebruik van 'n borsel, kam of ander voorwerp wat 'n dergelike doel vervul;

(8) krullers aangee en haarnette oorsit;

"toilet dienste" die volgende werksaamhede:

(1) 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 gesigshare; of

(2) die massering of ander stimulerende behandeling van die gesig, koppel of nek; of

(2) cleaning, sweeping or washing premises or utensils, receptacles, furniture, shoes or other articles;

(3) delivering letters, messages or goods on foot or by means of any hand or foot propelled vehicle;

(4) making tea or similar beverages;

(5) washing or ironing towels or overalls or other protective clothing;

"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;

"ladies' hairdresser" means an employee, other than a shampooist, who is engaged in rendering toilet services in the ladies' trade;

"ladies' hairdresser, qualified," means a ladies' hairdresser who has had not less than three years' experience;

"ladies' hairdresser, unqualified," means a ladies' hairdresser who has had less than three years' experience;

"ladies' trade" means the branch of the Hairdressing Trade in which toilet services are rendered mainly to female persons;

"law" includes the common law;

"local authority" means any divisional council, city council, administration board instituted under section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971), municipal council or any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961);

"manager" means an employee who is charged by his employer with the overall—

(1) supervision over;

(2) responsibility for; and

(3) direction of;

the activities of an establishment and the employees engaged therein;

"men's hairdresser" means an employee who is engaged rendering toilet services in the men's trade;

"men's hairdresser, qualified," means a men's hairdresser who had had not less than three years' experience;

"men's hairdresser, unqualified," means a men's hairdresser who had had less than three years' experience;

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

"overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1);

"receptionist" means an employee whose duties consist mainly in receiving clients or arranging appointments over the telephone or otherwise and keeping accounts and statements or performing any other type of clerical work, in addition to handling cash and selling items over the counter;

"shampooist" means an employee of the age of 21 years or over who is engaged in any one or more of the following duties:

(1) Applying rinses or colour shampoos;

(2) blowing without the use of a brush, comb or other tool serving a similar purpose;

(3) handing out curlers and putting on hair nets;

(4) putting on or removing driers;

(5) preparing clients for highlighting or frosting;

(6) placing clients under driers and taking clients out from under driers;

(7) removing pins, veils, rollers, clips or any other setting aids;

(8) shampooing;

"toilet services" means the following operations:

(1) 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

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

(3) naelversorging, winkbrouepluk, bordwerk, trigologiese of skoonheidsbehandeling; of

(4) die kap, stileer, was, reinig, bleik, verf, kleur of tint van pruie of halfpruie, indien dit tesame met die werksaamhede in (1), (2) en (3) hierbo genoem, uitgeoefen word;

hetsy enige apparaat, toestel, preparaat of stof by enigen van hierdie werksaamhede gebruik word al dan nie;

“wet” ook die gemene reg.

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

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

(a) *Werknemers uitgesonderd los werknemers:*

	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R
Algemene assistent, man—		
18 jaar of ouer.....	18,00	20,46
onder 18 jaar.....	13,50	15,35
Algemene assistent, vrou.....	14,40	16,36
Dameshaarkapper, vrou, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding	18,46	20,77
gedurende die tweede jaar ondervinding	27,69	30,00
gedurende die derde jaar ondervinding	36,92	39,23
gekwalifiseerd.....	46,15	48,46
Dameshaarkapper, man, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding	20,77	24,46
gedurende die tweede jaar ondervinding	34,15	37,85
gedurende die derde jaar ondervinding	47,54	57,23
gekwalifiseerd.....	60,92	64,62
Manshaarkapper, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding	20,77	24,46
gedurende die tweede jaar ondervinding	34,15	37,85
gedurende die derde jaar ondervinding	47,54	57,23
gekwalifiseerd.....	60,92	64,62
Ontvangsklerk, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding	23,07	25,38
gedurende die tweede jaar ondervinding	27,69	30,00
gekwalifiseerd.....	32,31	34,61
Sjampoeis, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding	18,46	20,77
gekwalifiseerd.....	21,00	23,32
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	20,77	23,07

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking “weekloon” beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon vir daardie dag met hoogstens 50 persent verminder kan word.

(3) manicuring, eyebrow plucking, board work, trichological treatment or beauty treatment; or

(4) cutting, styling, shampooing, cleaning, bleaching, dyeing, colouring or tinting of wigs or hairpieces, if conducted in conjunction with any of the activities specified in (1), (2) or (3) above;

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

“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 6: Provided that—

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

(ii) the first proviso shall not be so construed as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 5, receives over and above the amount which he would have received if he had not been employed on such a basis.

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

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 below:

(a) *Employees other than casual employees:*

	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R
General assistant, male—		
18 years of age or over.....	18,00	20,46
under 18 year.....	13,50	15,35
General assistant, female.....	14,40	16,36
Ladies' hairdresser, female, unqualified—		
during the first year of experience....	18,46	20,77
during the second year of experience....	27,69	30,00
during the third year of experience....	36,92	39,23
qualified.....	46,15	48,46
Ladies' hairdresser, male, unqualified—		
during the first year of experience....	20,77	24,46
during the second year of experience....	34,15	37,85
during the third year of experience....	47,54	57,23
qualified.....	60,92	64,62
Men's hairdresser, unqualified—		
during the first year of experience....	20,77	24,46
during the second year of experience....	34,15	37,85
during the third year of experience....	47,54	57,23
qualified.....	60,92	64,62
Receptionist, unqualified—		
during the first year of experience....	23,07	25,38
during the second year of experience....	27,69	30,00
qualified.....	32,31	34,61
Shampooist, unqualified—		
during the first year of experience....	18,46	20,77
qualified.....	21,00	23,32
Employee not specifically mentioned elsewhere in this subclause.....	20,77	23,07

(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 in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) 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;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

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

(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;

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 46.
(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur ses.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 7 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tiek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(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) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(g) besonderhede van enige bedrag wat afgetrek is;

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

(i) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur sy werkgewer wat die betrokke kwitantie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend is of word ten opsigte van 'n werknemer wat ingevolge klousule 6 (7) van die werkurebepalings uitgesluit is nie.

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

(2) *Basis of contract.*—For the purposes 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 subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 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 subclause (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 that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) 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 his employee to perform work of another class for which class the prescribed wage is the same as or lower than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 46.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by six.

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 7 (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 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) details of any other remuneration arising out of the employee's service;

(g) 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: Provided that—

(i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 6 (7).

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

(5) *Kos en huisvesting.*—'n Werkgewer mag nie van sy werknemer vereis om kos of huisvesting of kos en huisvesting aan hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes op lê of enige 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-, versekerings-, spaar-, versorgs- of pensioenfonds, of vir ledegeld van 'n vakvereninging;

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

(c) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n organisasie betaal het of onderneem het om te betaal ten opsigte van—

(i) 'n paaient op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis; of

(ii) die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer bewoon;

indien die huis of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Departement van Gemeenskapsbou, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

5. KOMMISSIEWERK

(1) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die werknemer betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n werknemer voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

(b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is.

(2) Die bepalings van die ooreenkoms in subklousule (1) bedoel, mag vir die werknemer geldelik nie minder voordelig wees nie as die betrokke bepalings van hierdie Vasstelling: Met dien verstande dat die besoldiging van 'n werknemer wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

(3) Behoudens klousule 4 (6), moet 'n werkgewer sy werknemer wat kommissiewerk onderneem minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die waarde van die werk wat die werkgewer aanvaar, die besoldiging van so 'n werknemer vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(4) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te lê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 12 vir die beëindiging van die dienskontrak van so 'n werknemer vereis word.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

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

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

(b) in die geval van enige ander werknemer—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(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 within 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, insurance, savings, provident or pension funds, or subscriptions to a trade union;

(b) except as 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 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 or has undertaken to pay to any organisation in respect of—

(i) any instalment on a loan granted to such employee for the acquisition of a house; or

(ii) the rent of any house or accommodation in any hostel occupied by such employee;

if such house or hostel was provided through the agency of such organisation wholly or partly with funds advanced for that purpose by the Department of Community Development, a local authority or a building society.

5. COMMISSION WORK

(1) An employee who undertakes commission work in terms of an agreement with his employer shall, before commencing such work, be furnished by his employer with a true copy of the agreement or a statement containing the provisions of the agreement, and which shall include—

(a) the weekly or monthly wage payable to the employee, if such wage is higher than that prescribed in clause 3 (1) for such an employee, as well as the rate(s) of commission and the conditions under which he obtains the right thereto; and

(b) the day of the week or month on which the commission earned is due and payable.

(2) The provisions of the agreement referred to in subclause (1) shall not be financially less favourable to the employee than the relevant provisions of this Determination: Provided that the remuneration due to an employee who performs commission work shall be payable on the day specified in the agreement and in this regard clause 4 (1) shall not apply to such payment.

(3) save as provided in clause 4 (6), an employer shall pay his employee who performs commission work not less than the remuneration to which they have agreed: Provided that, regardless of the value of the work accepted by the employer, the remuneration of such an employee for each period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

(4) An employer or an employee who intends to cancel an agreement concerning commission work, or to negotiate on an amendment to such an agreement, shall give notice in writing of such intention and the period of such notice shall be not shorter than that specified in clause 12 for the termination of the contract of employment of such an employee.

6. 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 any other employee—

(i) 46 in any week from Monday to Saturday, inclusive; and

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

Met dien verstande dat—

(i) geen werk na 13h00 op meer as vyf dae in 'n week gedoen word nie;

(ii) as daar van 'n werknemer vereis of hy toegelaat word om 'n klant te bedien na voltooiing van die gewone werkkure wat in paragraaf (b) (ii) voorgeskrif is, die aantal gewone werkkure ten opsigte van daardie werknemer met hoogstens 15 minute op enige dag en met hoogstens een uur in enige week te bowe gegaan mag word.

(2) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, Kimberley, skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkkure op 'n dag nie deel van die gewone werkkure mag uitmaak nie.

(3) *Ruspouses*.—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkkure van so 'n werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens die bepaling van subklousule (2), moet alle werkkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer—

(i) twee uur op 'n dag; en

(ii) ses uur in 'n week.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk; en

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(7) *Voorbehoudsbepalings*.—Hierdie klousule is nie van toepassing nie op 'n bestuurder indien en solank so 'n werknemer gereeld 'n loon van minstens R600 per maand ontvang.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen en moet die werknemer verlof neem van 21 agtereenvolgende dae, en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 5 (a) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging aldus vir sodanige dienstrydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel.

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

Provided that—

(i) no work shall be performed after 13h00 on more than five days in any week;

(ii) if an employee is required or permitted to attend to a customer after the completion of the ordinary hours of work referred to in paragraph (b) (ii), the ordinary hours of work may be exceeded in respect of that employee by not more than 15 minutes on any day and by not more than one hour in any week.

(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 not form part of the ordinary hours of work or overtime: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, Kimberley, in writing of such agreement, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;

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

(iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work.

(3) *Rest intervals*.—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning work period 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 subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *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 any other employee—

(i) two hours on any day;

(ii) six hours in any week.

(6) *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 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 by such employee in any week.

(7) *Savings*.—This clause shall not apply to a manager if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R600 per month.

7. ANNUAL LEAVE

(1) Subject to subclause (2) an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him, 21 consecutive days' leave, and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced: Provided that, for the purposes of this clause, the weekly wage of an employee who is engaged on commission work shall be calculated by dividing the remuneration due to him in terms of his agreement under clause 5 (a) in respect of the 12 months immediately prior to the date on which the leave is due to him, by 52, or, if he has worked on this basis for less than 12 months, by dividing the total remuneration due to him for such period of employment by the number of completed weeks in such period.

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen en geneem word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie mag saamval nie met—

(a) siekteverlof wat ingevolge klousule 8 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 8 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke;

(b) enige tydperk waarin die werknemer—

(aa) kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien;

(ab) militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

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

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—

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

(ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by 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 diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benevens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens een vierde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 verleen was.

(2) The leave prescribed in subclause (1) shall be granted and be taken at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 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) the period of leave shall not be concurrent with—

(a) sick leave granted in terms of clause 8 or with absence from work owing to incapacity in the circumstances set out in clause 8 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year;

(b) any period during which the employee is—

(aa) under notice of termination of employment in terms of clause 12;

(ab) on military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;

(iii) if a 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) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

(b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (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 quarter 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 all the days of casual leave with full pay granted to his employee at the written request of such employee: Provided further that subject to clause 12 (4), 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 subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose 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) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 8 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 8 (5) (a) of (b);

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of diens-tydperk as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens; en

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

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 24 werksdae gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

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

(iii) by die toepassing van dié klousule die loon van 'n werknemer wat kommissiewerk verrig, bereken word op die grondslag aangedui in die voorbehoedsbepaling van klousule 7 (1).

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(i) vir langer as drie agtereenvolgende werksdae; of

(ii) op die werkdag onmiddellik voor of die werkdag onmiddellik na enige openbare vakansiedag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen

(7) For the purposes of this clause the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 8 or owing to incapacity in the circumstances set out in clause 8 (5) (a) or (b);

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any one year to not more than 10 weeks; and

(c) any period during which an employee is absent on military training or service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and employment shall be deemed to commence—

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

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

8. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 24 work days' sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 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) 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;

(iii) the wage of an employee who is engaged on commission work shall be calculated on the basis set out in the proviso to clause 7 (1).

(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—

(i) for more than three consecutive work days; or

(ii) on the work day immediately preceding or the work day immediately succeeding a public holiday,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 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 in respect of only such leave as has so accrued; but his expiration of the said cycle of employment or on termination

het nie, by verstryking van gemelde tydkring of by diens-beëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking “diens” geag te omvat—
- (i) enige tydperk wat ’n werknemer afwesig is—
- (aa) met verlof ingevolge klousule 7;
- (ab) op las of versoek van sy werkgever;
- (ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat ’n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat ’n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of diens-tydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so ’n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur ’n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur ’n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende ’n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(5) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing nie—

(a) op ’n werknemer op wie se skriftelike versoek ’n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan ’n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van so ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 24 werkdade in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande dat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1);

(b) indien daar by ’n ander wet van ’n werkgever vereis word om ’n werknemer sy volle loon te betaal ten opsigte van ’n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) ’n Werkgever mag nie van ’n werknemer vereis of hom toelaat om op ’n openbare vakansiedag te werk nie en hy moet sy werknemer, uitgesonderd ’n los werknemer, behoudens die bepalinge van klousule 4 (6) en 7 (2) (iv), vir die week waarin sodanige openbare vakansiedag val minstens sy weekloon betaal.

(2) ’n Werkgever mag nie van ’n werknemer vereis of hom toelaat om op ’n Sondag te werk nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) ’n Werkgever moet alle uniforms, oorpakke of beskermende klere uitgesonderd dié wat uitsluitlik wit van kleur is, en wat hy van sy werknemer vereis om te dra, of wat sodanige werknemer by wet verplig word om te dra, gratis verskaf en in bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgever.

(2) ’n Werkgever moet alle uniforms, oorpakke of beskermende klere wat ’n werknemer ingevolge hierdie klousule verplig word om te dra, op eie koste laat was en stryk: Met dien verstande dat ’n werkgever van ’n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere wat die werknemer dra, te was en stryk en in dié geval moet hy die werknemer elke week ’n toelae van minstens 30c betaal.

of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

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

(a) “employment” shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 7;

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

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any one year, to not more than 10 weeks; and

(ii) any period during which an employee is absent on military training or service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and any one period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for the purposes 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 sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(5) Savings.—This clause shall not apply—

(a) 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 24 work days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but not less than the rate of accrual set out in the first proviso to subclause (1);

(b) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay an employee his full wages.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employer shall not require or permit any employee to work on any public holiday and, save as provided in clauses 4 (6) and 7 (2) (iv), 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.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in serviceable and clean conditions, free of charge, any uniforms, overalls or items of protective clothing, except those exclusively white in colour, which he requires his employee to wear or which by any law he is required to provide for his employee, and any such uniforms, overalls or protective clothing shall remain the property of the employer.

(2) An employer shall, at his own cost, have any such uniform, overall or protective clothing which an employee is required to wear in terms of this clause washed and ironed: Provided that an employer may require an employee to wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 30c every week.

11. GEREEDSKAP EN UITRUSTING

'n Werkgewer moet sy werknemer voorsien van alle gereedskap, uitrusting en benodigdhede vir die verrigting van die werknemer se werk: Met dien verstande dat hy van onderskeidelik 'n gekwalifiseerde dameshaarkapper of 'n gekwalifiseerde manshaarkapper kan vereis om ondergenoemde gereedskap te verskaf:

(a) Dameshaarkapper—

- (i) kamme;
- (ii) elektriese of ander knippers;
- (iii) haar- en nekborsels;
- (iv) haarnaalde;
- (v) skeermesse;
- (vi) rollers;
- (vii) skêre; en
- (viii) setknippies;

(b) Manshaarkapper—

- (i) kamme;
- (ii) skêre;
- (iii) skeermesse;
- (iv) elektriese of ander knippers; en
- (v) nekborsels.

12. BEEÏNDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week;

vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een werk week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

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

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nierdeur geraak word nie.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 8 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 8 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 7 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

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 following tools:

(a) Ladies' Hairdresser—

- (i) combs;
- (ii) electrical or other clippers;
- (iii) hair and neck brushes;
- (iv) hairpins;
- (v) razors;
- (vi) rollers;
- (vii) scissors; and
- (viii) setting clips.

(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 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, not less than the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, not less than 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 his 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 subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

(i) 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 7 or any period of military training or service which an employee is undergoing in terms of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8 or owing to incapacity in the circumstances set out in clause 8 (5) (a) or (b), amounting in the aggregate to not more than 10 weeks in any one year.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provision of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 7 (5) be deemed to have paid the employer in lieu of notice.

13. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

14. GETALSVIRHOUDING

(1) 'n Werkgewer of bestuurder 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 of bestuurder wat uitsluitlik 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 sodanige klas beskou mag word;

(iii) die tweede voorbehoudsbepaling nie van toepassing is op 'n vakleerling wat sy leerlingskontrak kragtens die Wet op Vakleerlinge, 1944, dien nie.

(2) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing en 'n werkgewer of bestuurder mag nie in meer as een bedryfsinrigting of in meer as een klas as 'n gekwalifiseerde werknemer beskou word nie.

15. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarin die volle name van die werkgewer en die werknemer, die aard van die diens, die aanvangsdatum en die datum van beëindiging van die kontrak en die besoldiging van die werknemer op die datum van sodanige beëindiging vermeld word:

DIENSSERTIFIKAAT

Ek/Ons*
wat die haarkappersbedryf beoefen te
sertifiseer hiermee dat
by my/ons* in diens was vanaf die
dag van 19
tot die dag van 19
in die beroep van
By beëindiging van diens was sy/haar* loon rand
sent per week/maand*.

Datum

Handtekening van werkgewer of
gemagtigde verteenwoordiger

* Skrap wat nie van toepassing is nie.

† Meld beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, byvoorbeeld dameshaarkapper, manshaarkapper, algemene assistent.

16. BYWONINGSREGISTER

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

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

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

(i) Sy handtekening;

(ii) hoe laat hy begin werk het;

(iii) hoe laat elke etens- of ander pouse wat nie as gewone werke 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 sodanige register vir minstens drie jaar na die datum van die laaste inskrywing daarin bewaar.

(5) Iedere inskrywing in die bywoningsregister moet met ink of inktlood gedoen word.

(6) Hierdie klousule is nie van toepassing nie op 'n werknemer wat uit hoofde van klousule 6 (7) van die werkurebepalings uitgesluit is.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 327, gepubliseer by Goewermentskennisgewing R. 768 van 14 Mei 1971, soos gewysig by Goewermentskennisgewing R. 2401 van 19 Desember 1975.)

13. PROHIBITION OF EMPLOYMENT

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

14. 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 of 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 purposes of this clause—

(i) an employer or manager 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) the second proviso shall not apply to an apprentice serving his contract under the Apprenticeship Act, 1944.

(2) This clause shall apply to each establishment separately and an employer or manager shall not be deemed to be a qualified employee in more than one establishment or in more than one class.

15. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on grounds of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

CERTIFICATE OF EMPLOYMENT

I/We*
carrying on business in the Hairdressing Trade at.....
hereby certify that
was employed by me/us* from the
day of 19..... to the
day of 19..... in the occupation†

At the termination of employment his/her* wage was
rand cents per week/month*.

Signature of employer or
authorised representative

Date

* Delete whichever is not applicable.

† State occupation in which employee was wholly or mainly engaged, e.g. ladies' hairdresser, men's hairdresser, general assistant.

16. ATTENDANCE REGISTER

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

(2) An employer shall keep a daily record in such 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 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 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.

(6) This clause shall not apply to an employee who is exempted from the provisions governing hours of work by virtue of clause 6 (7).

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Determination 327, published under Government Notice R. 768 of 14 May 1971, as amended by Government Notice R. 2401 of 19 December 1975.)

BYLAE
SCHEDULE
BYWONINGSREGISTER
ATTENDANCE REGISTER

Naam van werknemer
Name of employee

Beroep van werknemer
Occupation of employee

Jaar Year		Insrywings wat deur die werknemer gedoen moet word Entries to be made by employee										Opmerkings (as daar is) Remarks (if any)				
Maand Month		Handtekening Signature	Aanvangstyd van werk Time of commencing work	Pouses van diens af Intervals off work				Hoe laat werk gestaak word Time of finishing work	Langer ure gewerk Excess hours worked		Totale getal ure gewerk Total number of hours worked		Deur werknemer By employee	Deur werkgever. As werknemer afwesig is, redes vir sy afwesig- heid (moet deur werk- gever onderteken word) By employer, if em- ployee absent, reasons for his absence (to be signed by employer)	Deur inspekteur By inspector	
Datum Date	Dag van week Day of week			Begin Off	Hervat van werk On	Begin Off	Hervat van werk On		Begin Off	Hervat van werk On	Vanaf On	Tot Off				Elke dag Each day
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
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30																
31																

Opmerking.—Onder die opskrifte "Begin" en "Hervat van werk" in kolompe wat op "Pouses van diens af" betrekking het, voeg in hoe laat die pouse begin en hoe laat werk hervat is. Daar 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 klousules 5 (3) en 16 (3) (iii)].

Note.—Under headings "Off" and "On" in columns referring to "intervals" insert time interval commences and time work is 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 clauses 5 (3) and 16 (3) (iii)].

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