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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1386.]

[9 September 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 209.

HAARKAPPERSBEDRYF.—KIMBERLEY.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen 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 3de dag van Oktober 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. TOEPASSINGSGBIED EN BESTEK VAN DIE VASSTELLING.

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

2. WOORDOMSKRYWING.

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

- „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;
- „lewenskostoelae” die lewenskostoelae wat kragtens enige wet betaalbaar is: Met dien verstande dat as ’n werkgewer ’n werknemer gereeld ’n hoër lewenskostoelae betaal as dié wat aldus voorgeskryf word, dit die hoër toelae beteken;
- „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Haarkappersbedryf in diens is;
- „ervaring” met betrekking tot ’n dames- of ’n manshaarkapper, die totale tydperk of tydperke diens wat ’n werknemer onderskeidelik as mans- of dameshaarkapper deurgemaak het;
- „haarkappersbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toiletdienste te verskaf in enige bedryfsinrigting behalwe ’n bedryfsinrigting wat uitsluitend nie-blankes bedien;
- „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 drank maak;
 - (e) handdoeke of oorklere of ander beskermende klere was of stryk;

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR

No. 1386.]

[9 September 1960.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 209.

HAIRDRESSING TRADE.—KIMBERLEY.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him 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 3rd day of October, 1960, as the date from which the provisions of the said Determination 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 Kimberley 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—

- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “cost of living allowance” means the cost of living allowance payable in terms of any law: Provided that, if an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;
- “establishment” means any premises in or in connection with which one or more employees are employed in the Hairdressing Trade;
- “experience”, in relation to a ladies’ hairdresser or a men’s hairdresser, means the total period or periods of employment an employee has had as a ladies’ hairdresser or a men’s hairdresser, respectively;
- “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-Europeans;
- “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;

- „dameshaarkapper” ’n werknemer wat toilet dienste aan dames lewer;
- „dameshaarkapper, gekwalifiseer,” ’n dameshaarkapper met minstens vier jaar ervaring;
- „dameshaarkapper, ongekwalifiseer,” ’n dameshaarkapper met minder as vier jaar ervaring;
- „Wet” ook die gemene reg;
- „manshaarkapper” ’n werknemer wat toilet dienste aan manlike persone lewer;
- „manshaarkapper, gekwalifiseer,” ’n manshaarkapper met minstens vier jaar ervaring;
- „manshaarkapper, ongekwalifiseer,” ’n manshaarkapper met minder as vier jaar ervaring;
- „militêre opleiding” ononderbroke opleiding waartoe ’n werknemer ingevolge artikel *een-en-twintig* (1), gelees met sub-artikels (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;
- „stukwerk” ’n stelsel waarvolgens ’n werknemer se beloning gebaseer word op die hoeveelheid werk wat gedoen is;
- „toilet dienste” 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 van die kop- of gesig; of
- (ii) die massering of ander stimulerende behandeling van die gesig, koppel 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;

- „loon” die geldbedrag aan ’n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat as ’n werkgewer ’n werknemer vir sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit die hoër bedrag beteken.

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

3. EESOLDIGING.

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

Per week.
£ s. d.

(a) Werknemers, behalwe los werknemers.

Arbeider, vroulik	1	8	6
Arbeider, manlik—			
18 jaar en ouer	1	15	6
onder 18 jaar	1	6	9
Dameshaarkapper, gekwalifiseer	6	5	0
Dameshaarkapper, ongekwalifiseer—			
gedurende die eerste jaar ervaring	2	0	0
gedurende die tweede jaar ervaring	2	10	0
gedurende die derde jaar ervaring	3	5	0
gedurende die vierde jaar ervaring	4	5	0
Manshaarkapper, gekwalifiseer	8	10	0
Manshaarkapper, ongekwalifiseer—			
gedurende die eerste jaar ervaring	2	0	0
gedurende die tweede jaar ervaring	3	0	0
gedurende die derde jaar ervaring	4	10	0
gedurende die vierde jaar ervaring	6	0	0
Werknemers wat nie spesifiek elders in hierdie klousule vermeld word nie	2	10	0

(b) *Los werknemers.*—’n Los werknemer moet ten opsigte van elke dag of gedeelte 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, waar die werkgewer van die los werknemer vereis om die werk te verrig van ’n klas werknemer vir wie ’n loon teen ’n stygende skaal voorgeskryf is, die uitdrukking „weekloon” beteken dié weekloon voorgeskryf vir ’n gekwalifiseerde werknemer van daardie 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 bepalinge van klousule 4 (6), moet ’n werknemer ten opsigte van ’n week minstens die volle weekloon betaal word wat in subklousule (1), saamgelees met subklousule (3), vir ’n werknemer van sy klas voorgeskryf is, en wel ongeag die vraag of hy in so ’n werk die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder gewerk het.

„ladies’ hairdresser” means an employee who is engaged in rendering toilet services to female persons;

„ladies’ hairdresser, qualified,” means a ladies’ hairdresser who has had not less than four years’ experience;

„ladies’ hairdresser, unqualified,” means a ladies’ hairdresser who has had less than four years’ experience;

„law” includes the common law;

„men’s hairdresser” means an employee who is engaged in rendering toilet services to male persons;

„men’s hairdresser, qualified,” means a men’s hairdresser who has had not less than four years’ experience;

„men’s hairdresser, unqualified,” means a men’s hairdresser who has had less than four years’ experience;

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

„piece-work” means any system under which an employee’s remuneration is based on the quantity of work done;

„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;

„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 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.

(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. 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:—

Per Week.
£ s. d.

(a) Employees other than casual employees.

Labourer, female	1	8	6
Labourer, male—			
18 years of age or over	1	15	6
under 18 years of age	1	6	9
Ladies’ hairdresser, qualified	6	5	0
Ladies’ Hairdresser, unqualified—			
during the first year of experience	2	0	0
during the second year of experience	2	10	0
during the third year of experience	3	5	0
during the fourth year of experience	4	5	0
Men’s hairdresser, qualified	8	10	0
Men’s hairdresser, unqualified—			
during the first year of experience	2	0	0
during the second year of experience	3	0	0
during the third year of experience	4	10	0
during the fourth year of experience	6	0	0
Employee not elsewhere in this clause specifically mentioned	2	10	0

(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) *Differensiële lone*.—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op 'n dag hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas verrig 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 bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

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

(ii) dat tensy dit uitdruklik anders bepaal word in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Vasstelling so uitgelê mag word dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te doen 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 aantal gewone werkure wat hy gewoonlik per week werk.

(5) *Fietstoelae*.—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets te gebruik by die nakoming van sy pligte moet hom, benewens enige ander loon wat hom toekom, 'n toelae van minstens drie sjielings en ses pennies per week betaal, of as hy 'n los werknemer is, minstens nege pennies per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens die bepaling van klousule 6 (3), moet die bedrag verskuldig aan 'n werknemer, behalwe 'n los werknemer, weekliks in kontant betaal word of met die toestemming van die werknemer, maandeliks gedurende die werkure of binne vyftien minute nadat werk gestaak is op die gewone betaaldag van die bedryfsinrigting ten aansien van so 'n werknemer, of wanneer die dienskontrak vóór die gewone betaaldag beëindig word, by die beëindiging van dié kontrak; en sodanige bedrag moet in 'n verseëde koevert of houer geplaas word waarop aangeteken is of wat vergesel gaan van 'n staat wat aantoon—

(a) die werkgewer se naam;

(b) die werknemer se naam en beroep;

(c) die aantal gewone werkure wat die werknemer gewerk het;

(d) die aantal oortydure wat die werknemer gewerk het;

(e) die werknemer se loon;

(f) die werknemer se lewenskostetoelae;

(g) die besonderhede omtrent enige ander besoldiging, ter sake van die werknemer se diens;

(h) die besonderhede omtrent enige bedrae wat afgetrek is;

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

(j) die tydperk waarvoor 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 betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

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

(5) *Etes en huisvesting*.—'n Werkgewer mag nie van sy werknemer vereis dat laasgenoemde by, hom of by enige persoon of plek wat hy aangewys het, eet of inwoon of eet, en inwoon nie.

(6) *Aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes opleë nie; ook mag hy geen bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat 'n werkgewer die ondervermelde aftrekkings mag doen:—

(a) met skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystand-, versekerings-, spaar-, voorsorg of pensioenfondse of vir ledegeel aan vakverenigings;

(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 age, 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 which he ordinarily works in a week.

(5) *Bicycle Allowance*.—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than three shillings and sixpence per week, or, if he is a casual employee, not less than ninepence per day.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other Than Casual Employees*.—Save as provided in clause 6 (3), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, with the consent of the employee, 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 employee's cost of living allowance;

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

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) 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, insurance, savings, provident or pension funds, or subscriptions to trade unions;

- (b) behalwe waar anders in hierdie Vasstelling bepaal word, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) aftrekking van 'n bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of van 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 OORTYDBETALING.

- (1) *Gewone werkure.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer langer gewone werkure werk nie as—
- (a) agt en 'n half uur per dag in die geval van 'n los werknemer;
- (b) in die geval van enige ander werknemer—
- ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - behoudens die bepalings van subparagraaf (i) hiervan, agt en 'n half op vyf dae per week en vyf op die oorblywende dag van die week:

Met dien verstande dat—

- geen werk na 1 uur nm. op meer as vyf dae per week gedoen mag word nie;
 - as daar van 'n werknemer vereis of hy toegelaat word om 'n klant te bedien na voltooiing van die gewone werkure wat in paragraaf (b) (ii) voorgeskryf is, die aantal gewone werkure ten aanskyn van daardie werknemer met hoogstens vyftien minute per dag en met hoogstens een uur per week oorskry mag word.
- (2) *Etenspouse.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneenwerk sonder 'n etenspouse van minstens een uur nie en gedurende so 'n pouse mag die werknemer nie verplig of toegelaat word om enige werk te doen nie en dié pouse word geag geen deel van die gewone werkure of oortyd te vorm nie: Met dien verstande—
- dat werktye met onderbrekings van minder as een uur as aaneenlopend geag moet word;
 - as die pouse langer as een uur is, die tydperk bo en behalwe een en 'n kwart uur as tyd gewerk geag word.
- (3) *Ruspouse.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan wat so na as doenlik aan die middel van elke oggend en middagskof kom en gedurende hierdie pouse moet die werknemer nie verplig of toegelaat word om te werk nie en die pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.
- (4) *Die werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (2) moet alle werkure van 'n werknemer op 'n dag aaneenlopend wees.

(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 Werkgever mag nie vereis of toelaat dat 'n werknemer langer oortyd werk nie as—

- twee uur per dag in die geval van 'n loswerknemer;
- in die geval van enige ander werknemer—

 - twee uur per dag;
 - ses uur per week.

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

- wat 'n los werknemer betref een en 'n derde maal sy dagloon gedeel deur agt en 'n half ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus per dag gewerk het;
- wat enige ander werknemer betref een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy altesaam gedurende enige dae van 'n week oortyd gewerk het:

Met dien verstande dat by die toepassing van hierdie subklousule „loon” 'n werknemer se loon plus sy lewenskostetoelae beteken.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande in sy diens, veertien agtereenvolgende kalenderdae verlof toestaan en aan die werknemer ten opsigte van sodanige verlof 'n bedrag

(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—

- in the case of a casual employee, eight and one-half on any day;
- in the case of any other employee—

 - forty-six in any week from Monday to Saturday, inclusive; and
 - 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—

- that no work shall be performed after 1 o'clock p.m. on more than five days in any week;
- that if an employee is required or permitted to attend to a customer after the completion of the ordinary hours of work prescribed in paragraph (b) (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) *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—

- that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- 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 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—

- in the case of a casual employee, two hours on any day;
- in the case of any other employee—

 - two hours on any day;
 - 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—

- in the case of a casual employee, one and one-third times his daily wage divided by eight and one-half in respect of each hour or part of an hour so worked on any day;
- in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days in any week:

Provided that for the purpose of this sub-clause the expression “wage” means an employee's wage plus his cost of living allowance.

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

betaal van minstens twee maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is: Met dien verstande dat die weekloon van 'n werknemer wat stukwerk doen, vir die doeleindes van hierdie klousule bereken moet word op die grondslag soos uiteengesit in artikel *twenty* (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tydstop wat deur die werkgever vasgestel word: Met dien verstande—

- (i) dat as die verlof nie eerder toegestaan is nie dit so toegestaan moet word dat dit binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, moet begin, of as die werkgever en die werknemer ooreenkom, die tydperk waarbinne die verlof toegestaan moet word tot 'n tydperk van hoogstens ses maande ver- leng kan word gereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die verloftydperk nie mag saamval met siekteverlof wat ingevolge klousule 7 toegestaan is nie of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem met enige tydperk van militêre opleiding;
- (iii) dat as 'n wetlike vakansiedag binne sodanige verloftyd- perk val, nog 'n werkdag vir elke sodanige vakansiedag aan die voormelde tydperk as 'n verdere verloftydperk gevoeg moet word en die werknemer 'n bedrag van min- stens sy dagloon ten opsigte van elke sodanige dag wat toegevoeg is, betaal moet word;
- (iv) dat 'n werkgever elke dag geleentheidsverlof wat met volle betaling op skriftelike versoek van sy werknemer gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, aan sy werknemer toe- gestaan is, van die verloftydperk mag aftrek.

(3) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1) moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende 'n tydperk van twaalf maande diens beëindig word voordat die verloftyd- perk opgeloopt het wat in subklousule (1) ten aansien van daardie tydperk voorgeskryf is, moet by beëindiging van die dienskon- trak, bo en behalwe enige ander besoldiging wat aan hom ver- skuldig is ten opsigte van elke voltooide maand van die diens- tyd 'n bedrag van minstens een-sesde van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëin- diging ontvang het: Met dien verstande dat 'n werkgever 'n ewe- redige bedrag kan aftrek ten aansien van enige verloftyd wat ingevolge die vierde voorbehoudsbepaling by subklousule (2) aan 'n werknemer toegestaan is en verder met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voor- geskryf word, tensy die werkgever van sodanige kennis- gewing afgesien het; of
- (ii) wat diens sonder regsgeldige rede verlaat het; of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om enige rede wat by wet as voldoende vir sodanige ontslag sonder kennisgewing erken word,

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

(5) 'n Werknemer wat tot 'n tydperk van verlof soos voor- geskryf in subklousule (1) geregtig geword het en wie se diens- kontrak 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 die beëindiging aan hom toegestaan was.

(6) By die toepassing van hierdie klousule word die uitdruk- king „diens” geag elke tydperk te omvat ten opsigte waarvan 'n werkgever ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en teweens alle tyd- perke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of op versoek van sy werkgever;
- (d) vir militêre opleiding;

en wat altesaam hoogstens tien weke in enige jaar beloop ten opsigte van items (a), (b) en (c) plus enige tydperk van militêre opleiding wat in daardie jaar ondergaan is en diens word geag te begin—

- (i) ten aansien van 'n werknemer wat voor die inwerking- treding van hierdie Vasstelling ingevolge 'n wet op 'n jaarlikse verloftydperk geregtig was, van die datum af waarop die werknemer laas ingevolge dié wet op dié ver- lof geregtig geword het;
- (ii) ten aansien 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 voor- siening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aan- vangsdatum van sodanige diens;
- (iii) ten aansien van enige ander werknemer, vanaf die datum waarop die werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Vasstelling van krag geword het, watter een ook al die jongste is.

not less than double the weekly wage to which he is entitled as from the first day of the leave: Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section *twenty* (5) of the Factories, Machinery and Building Work Act, 1941.

(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 be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and employee agree thereto the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- (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) The remuneration in respect of the leave prescribed in sub-clause (1) shall be paid not later than the last work day before the date of commencement of the leave.

(4) An employee, whose contract of employment is terminated during any period of twelve months of employ- ment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termina- tion, 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
- (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.

(5) An employee who has become entitled to a period of leave prescribed in sub-clause (1) 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.

(6) For the purpose of this clause the expression „employ- ment” 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 any period of military training 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 Deter- mination 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 employ- ment 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) Vir die doeleindes van hierdie klousule beteken die uitdrukking „loon” ’n werknemer se loon plus sy lewenskostetoelae.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2) moet ’n werkgewer aan sy werknemer, uitgesonderd ’n los werknemer, wat weens ongesteldheid van sy werk afwesig is, minstens vier-en-twintig dae siekteverlof altesaam in elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom toestaan en hom ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk sou gewerk het. Met dien verstande—

- (i) dat ’n werknemer gedurende die eerste vier-en-twintig agtereenvolgende maande diens nie geregtig is op siekteverlof met volle betaling van meer as een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) dat hierdie klousule nie van toepassing is op ’n werknemer op wie se skriftelike versoek ’n werkgewer bydraes doen van minstens dieselfde bedrag as dié van die werknemer tot ’n fonds of organisasie wat deur die werknemer aangewys word en wat aan die werknemer in geval van ongesteldheid onder omstandighede soos uiteengesit in hierdie klousule die betaling aan hom waarborg van altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens, behalwe dat die gewaarborgde bedrag 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 voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat wanneer ’n werkgewer by wet verplig word om ten opsigte van ’n werknemer gelde te betaal vir hospitaal- of mediese behandeling en hy wel sodanige gelde betaal, die bedrag aldus betaal afgetrek mag word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongesteldheid betaalbaar is;
- (iv) dat wanneer ’n werkgewer by enige ander wet verplig word om aan ’n werknemer sy volle loon te betaal vir enige tydperk van ongesteldheid waarvoor in hierdie klousule voorsiening gemaak word, die bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon betaalbaar vir ’n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan ’n werknemer wat stukwerk doen, bereken moet word op die grondslag van die loon wat aan so ’n werknemer op sy laaste betaaldag onmiddellik voor sy afwesigheid betaal is.

(2) ’n Werkgewer mag as voorwaarde vir die betaling deur hom van ’n bedrag wat ingevolge hierdie klousule deur ’n werknemer geëis word ten opsigte van ’n tydperk van afwesigheid van meer as drie agtereenvolgende kalenderdae, van die werknemer vereis dat hy ’n sertifikaat voorlê wat deur ’n mediese praktisyn onderteken is en wat die aard en duur van die ongesteldheid van die werknemer bevestig.

(3) Wanneer ’n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid afwesig is vir ’n langer tydperk as die siekteverlof waarop hy ten tyde van sodanige ongeskiktheid geregtig is, is hy geregtig tot betaling slegs ten opsigte van die siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie tevore gedoen het nie, by afloop van die gemelde tydkring of by diensbeëindiging voor sodanige afloop hom ten opsigte van die 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 ’n werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6;
 - (ii) op las of op versoek van sy werkgewer;
 - (iii) met siekteverlof ingevolge subklousule (1);
 - (iv) vir militêre opleiding;en wel altesaam hoogstens tien weke ten opsigte van items (i), (ii) en (iii) in enige jaar beloop, plus enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en ’n dienstydsperk van ’n werknemer by dieselfde werkgewer onmiddellik voordat hierdie Vastelling in werking getree het, word by die toepassing van hierdie klousule as diens onder hierdie Vastelling beskou, en siekteverlof met volle betaling wat gedurende dié tyd aan sodanige werknemer toegestaan is, word beskou ingevolge hierdie Vastelling toegestaan te wees;
- (b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering behalwe wanneer dit deur ’n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat as die onvermoë om te werk te wyte is aan ’n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van die tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongesiktheid ingevolge genoemde Wet betaalbaar is nie;
- (c) beteken „loon” ’n werknemer se loon plus sy lewenskostetoelae.

(7) For the purpose of this clause the expression “wage” means an employee’s wage plus his cost of living allowance.

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) 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;
- (v) that the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(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 covering more than three consecutive calendar days, require the employee to produce a certificate signed by a 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 any period of military training 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;
- (c) “wage” means an employee’s wage plus his cost of living allowance.

8. OPENBARE VAKANSIEDAE EN SONDAG.

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

(2) 'n Werkgewer mag 'n werknemer nie verplig of toelaat om op enige Sondag te werk nie.

9. STUKWERK.

(1) 'n Werkgewer mag nadat hy sy werknemer minstens een week kennis gegee het, 'n stukwerkstelsel invoer, en behoudens die bepalings van klousule 4 (6) moet die werkgewer die werknemer wat volgens so 'n stukwerkstelsel in diens is, die besoldiging betaal wat kragtens die stelsel van toepassing is: Met dien verstande dat die werkgewer die werknemer afgesien van die hoeveelheid werk wat gedoen word, minstens ondervermelde moet 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 daardie week sou moes betaal het as hy volgens die tyd wat gewerk is, betaal sou gewees 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 moes betaal het as hy volgens die tyd wat gewerk is, betaal sou gewees het;

plus vyf persent.

(2) 'n Werkgewer moet 'n lys van die tariewe wat in subklousule (1) vermeld word, op 'n sigbare plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat ingevolge daarvan van toepassing is, af te skaf of te wysig, moet sy werknemer wat ingevolge die stelsel in diens is minstens een maand kennis gee van sy voorneme: Met dien verstande dat 'n werkgewer en sy werknemer tot 'n langer tydperk van kennis kan ooreenkom en in dié geval moet die werkgewer minstens die tydperk kennis gee waartoe ooreenkomstig is.

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer mag van sy werknemer vereis om op die werknemer se koste enige uniform, oorpakke of beskermende klere te verskaf wat die werknemer by wet of regulasie verplig is om te dra.

(2) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere, behalwe of benewens dié wat in subklousule (1) voorgeskryf is, wat hy van sy werknemer vereis om te dra, kosteloos verskaf en in bruikbare toestand hou, en enige sodanige artikel bly die eiendom van die werkgewer.

(3) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat 'n werknemer ingevolge hierdie klousule moet dra op eie koste laat was en stryk: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere wat die werknemer dra, te laat was en stryk en in dié geval moet hy die werknemer elke week 'n toelae van minstens een sjiling en ses pennies betaal.

11. GEREEDSKAP EN UITRUSTING.

'n Werkgewer moet sy werknemer voorsien van alle gereedskap, uitrusting en benodighede vir die verrigting 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; en
- (iii) skeermesse (sonder lemmetjies);

(B) Manshaarkapper—

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

12. BEÏNDIGING 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 vier-en-twintig uur;
- (b) na die eerste vier weke diens, minstens een week,

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,

plus five per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (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) 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 may require his employee to provide at the employee's own cost any uniform, overall or protective clothing which by any law or regulation such employee is required to wear.

(2) An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall or protective clothing other than, or in addition to, that prescribed in sub-clause (1), which he requires his employee to wear, and any such article shall remain the property of the employer.

(3) 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: Provided that an employer may require an employee to launder any such uniform, overall or protective clothing worn by the employee in which event he shall pay such employee an allowance of not less than one shilling and sixpence every week.

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; and
- (iii) razors (without blades).

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

kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deur in plaas van die opsegging minstens die ondervermelde aan die werknemer te betaal, of aan die werkgever te betaal of te verbeur, na gelang van die geval—

- (i) in die geval van vier-en-twintig uur 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 dit nie inbreuk maak op—

- (i) die reg van 'n werkgever of sy werknemer om die dienskontrak sonder opsegging te beëindig om 'n rede wat by wet as voldoende beskou word;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n wedersydse opseggingstermyn van gelyke duur en wat van langer duur is as dié wat hierdie klousule voorskryf;
- (iii) die werking van 'n verbeurings- of strafbeding wat by wet van toepassing kan wees ten opsigte van 'n werknemer wat sy diens verlaat.

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

(3) Die opsegging wat in subklousule (1) voorgeskryf word, moet skriftelik en op of vóór die gewone betaaldag van die bedryfsinrigting vir die werknemer geskied en geld met ingang van die dag na die betaaldag: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met of opsegging nie mag geskied gedurende die afwesigheid van die werknemer met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;
- (ii) dat diens nie opgesê mag word gedurende die afwesigheid van 'n werknemer met siekteverlof ingevolge klousule 7 nie; en
- (iii) dat wanneer net vier-en-twintig uur diensopsegging vereis word, die diens op enige werkdag opgesê kan word.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

13. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak behalwe vanweë diensverlating deur die werknemer, moet 'n werkgever sy werknemer, uitgesonderd 'n los werknemer, voorsien in 'n dienssertifikaat wat wesenlik ooreenstem met die vorm wat in die Eerste Bylae by hierdie Vasstelling voorgeskryf is en wat die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die datums van begin en beëindiging van die kontrak en die werknemer se week- of maandloon op die datum van beëindiging aangee.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag geen persoon onder vyftien jaar in diens neem nie.

15. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalifiseerde dames- of manshaarkapper in diens neem tensy hy onderskeidelik 'n gekwalifiseerde dames- of manshaarkapper in sy diens het nie, 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 werkgever 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.

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

16. BYWONINGSREGISTER.

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

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 twenty-four hours' 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) shall be in writing and shall be given on or before the usual pay day of the establishment for such employee and shall run from the day after such pay 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; and
- (iii) that where only twenty-four hours' notice is required to be given such notice may be given on any work day.

(4) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

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. PROHIBITION OF EMPLOYMENT.

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

(2) 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) 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 inktlood gedoen word.

EERSTE BYLAE.

Ek/ons(a).....
wat besigheid dryf in die Haarkappersbedryf te.....

sertifiseer hiermee dat.....
by my/ons in diens was(a) vanaf die.....dag
van.....19..... tot die.....dag
van.....19..... in die beroep van (b).....

By beëindiging van diens was sy/haar(a) loon (uitgesonderd lewenskostetoelae).....pond.....shillings.....pennies
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.

(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 (excluding cost of living allowance) was pounds
.....shillingspence
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.

TWEDE BYLAE. BYWONINGSREGISTER.

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

OPMERKING.—Onder die opskrifte „Begin” en „Hervat werk” in die kolom 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 klousules 5 (3) en 16 (3) (iii).]

SECOND SCHEDULE
ATTENDANCE REGISTER.

(Name of Employee.)										(Occupation of Employee.)								
Year..... Month.....		Entries to be made by Employee.										Remarks (if any).						
Date.	Day of Week.	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.	
				Off.	On.	Off.	On.	Off.	On.		On.	Off.	Each Day.	Each Week.				
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2																		
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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 clauses 5 (3) and 16 (3) (iii).]

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