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GOVERNMENT NOTICE**GOEWERMENTSKENNISGEWING****DEPARTMENT OF LABOUR****DEPARTEMENT VAN ARBEID**

No. R. 768

14 May 1971

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14 Mei 1971

WAGE ACT, 1957**WAGE DETERMINATION 327****LOONWET, 1957****LOONVASTELLING 327****HAIRDRESSING TRADE, KIMBERLEY****HAARKAPPERSBEDRYF, 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 fourth Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

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 vierde Maandag na datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

SCHEDULE**BYLAE****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.

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

2. DEFINITIONS**2. WOORDOMSKRYWINGS**

(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—

(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—

(1) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (8)

(1) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(2) "establishment" means any premises in or in connection with which one or more employees are employed in the Hairdressing Trade; (2)

(a) dra, optel of verskuif;

(3) "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; (12)

(b) persele of gerei, houters, 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 drankie maak;

(e) handdoeke of oorklere of ander beskermende klere, was of styk; (5)

(4) "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; (6)

(5) "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; (1)

(6) "ladies' hairdresser" means an employee who is engaged in rendering toilet services to female persons; (3)

(7) "ladies' hairdresser, qualified," means a ladies' hairdresser who has had not less than four years' experience; (4)

(8) "ladies' hairdresser, unqualified," means a ladies' hairdresser who has had less than four years' experience; (5)

(9) "law" includes the common law; (16)

(10) "men's hairdresser" means an employee who is engaged in rendering toilet services to male persons; (9)

(11) "men's hairdresser, qualified," means a men's hairdresser who has had not less than four years' experience; (10)

(12) "men's hairdresser, unqualified," means a men's hairdresser who has had less than four years' experience; (11)

(13) "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); (13)

(14) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (14)

(15) "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) 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; (15)

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

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

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis. (7)

(b) 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:

(a) *Employees other than casual employees.*

	Per week R
Labourer female.....	6,40
Labourer male—	
18 years of age or over.....	8,00
under 18 years.....	6,00
Ladies' hairdresser, female, qualified.....	24,00

(2) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Haarkappersbedryf in diens is; (2)

(3) "dameshaarkapper" 'n werknemer wat toilet dienste aan vroulike persone lewer; (6)

(4) "dameshaarkapper, ongekwalifiseerd," 'n dameshaarkapper wat minstens vier jaar ondervinding het; (7)

(5) "dameshaarkapper, gekwalifiseerd," 'n dameshaarkapper met minder as vier jaar ondervinding; (8)

(6) "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; (4)

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

(i) dat, as 'n werkgewer '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) dat 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 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (16)

(8) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (1)

(9) "manshaarkapper" 'n werknemer wat toilet dienste aan mans persone lewer; (10)

(10) "manshaarkapper, gekwalifiseerd," 'n manshaarkapper wat minstens vier jaar ondervinding het; (11)

(11) "manshaarkapper, ongekwalifiseerd," 'n manshaarkapper met minder as vier jaar ondervinding; (12)

(12) "ondervinding" met betrekking tot 'n dameshaarkapper of 'n manshaarkapper, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n dameshaarkapper of 'n manshaarkapper werksaam was; (3)

(13) "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 5 (1) vir sodanige werknemer voorgeskryf; (13)

(14) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (14)

(15) "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 kop- of gesigshare; 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; (15)

(16) "wet" ook die gemene reg. (9)

(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.*

	Per week R
Arbeider, vrou.....	6,40
Arbeider, man—	
18 jaar en ouer.....	8,00
onder 18 jaar.....	6,00
Dameshaarkapper, vrou, gekwalifiseerd.....	24,00

	Per week R
Ladies' hairdresser, female, unqualified—	
during the first year of experience.....	9,60
during the second year of experience.....	12,00
during the third year of experience.....	15,00
during the fourth year of experience.....	19,20
Ladies' hairdresser, male, qualified.....	34,00
Ladies' hairdresser, male unqualified—	
during the first year of experience.....	10,80
during the second year of experience.....	13,20
during the third year of experience.....	16,80
during the fourth year of experience.....	24,00
Men's hairdresser, qualified.....	34,00
Men's hairdresser, unqualified—	
during the first year of experience.....	10,80
during the second year of experience.....	13,20
during the third year of experience.....	16,80
during the fourth year of experience.....	24,00
Employees not elsewhere in this subclause specifically mentioned.....	10,80

(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, 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 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 5 or less.

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

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

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

is prescribed in 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) the provisions of 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 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.

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 in cash or by cheque monthly during the hours

	Per week R
Dameshaarkapper, vrou, ongekwalifiseerd—	
Gedurende die eerste jaar ondervinding.....	9,60
Gedurende die tweede jaar ondervinding.....	12,00
Gedurende die derde jaar ondervinding.....	15,00
Gedurende die vierde jaar ondervinding.....	19,20
Dameshaarkapper, man, gekwalifiseerd.....	34,00
Dameshaarkapper, man, ongekwalifiseerd—	
Gedurende die eerste jaar ondervinding.....	10,80
Gedurende die tweede jaar ondervinding.....	13,20
Gedurende die derde jaar ondervinding.....	16,80
Gedurende die vierde jaar ondervinding.....	24,00
Manshaarkapper, gekwalifiseerd.....	34,00
Manshaarkapper, ongekwalifiseerd—	
Gedurende die eerste jaar ondervinding.....	10,80
Gedurende die tweede jaar ondervinding.....	13,20
Gedurende die derde jaar ondervinding.....	16,80
Gedurende die vierde jaar ondervinding.....	24,00
Werknemers wat nie elders in hierdie subklousule uitdruklik vermeld word nie.....	10,80

(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 waar die werkgever 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.

(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 die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever 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) die bepalings van 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 werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (3), 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 tjek betaal word gedurende die werkure, of

of work or within 15 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 an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

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

(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) 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 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 Bantu village under the control of such council or other local authority.

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

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

- (a) in the case of a casual employee, eight and one-half on any day;
- (b) in the case of any other employee—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and

binne 15 minute nadat die werk gestaak is, 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 koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgever 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 word; 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 op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort mag word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig.

(2) *Los werknemer.*—'n Werkgever 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 werkgever betaal of deur hom aangeneem word nie.

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

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë 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-, voorsorgs- of pensioenfonds, of vir ledegedel van vakverenigings;

(b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever 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 werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

(1) *Gewone werkure.*—'n Werkgever 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) ses-en-veertig in enige week van Maandag tot en met Saterdag; en

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

Provided that—

(i) no work shall be performed after 1 o'clock p.m. 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 prescribed in paragraph (b) (ii), the number of 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) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) 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;

(iii) only one such interval during the ordinary hours of work of any 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 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 employee on any day;

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

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him 14 consecutive days' leave, and shall pay such employee in respect of such leave an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced: 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 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted 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 may 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) behoudens die bepalinge van paragraaf (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 1-uur nm. 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 werkure wat in paragraaf (b) (ii) voorgeskryf is, die aantal gewone werkure 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 werkure of oortydure uit nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

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

(iii) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure 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 werkure van so 'n werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (2), moet alle werkure 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 'n ander werknemer—

(i) twee uur op 'n dag;

(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;

(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.

6. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooiide tydperk van 12 maande diens by hom verlof verleen van 14 agtereenvolgende dae, en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dubbel 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 stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van 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) 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 under the Defence Act, 1957;

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

(4) 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-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 subclause (2) and provided further that an employee—

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

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

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

shall not be entitled to any payment by virtue of this subclause.

(5) An employee who has become entitled to a period of leave prescribed in subclause (1), 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.

(6) For the purpose 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 7;

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

(c) any period during which an employee is absent undergoing military training in pursuance 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;

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

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(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 werkgever 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) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(4) Aan 'n werknemer wie se diens gedurende enige diens-termyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat '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 werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever 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 werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1) 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.

(6) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgever '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 7;

(iii) op las of versoek van sy werkgever;

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

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

en word diens geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling, 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 voor die datum van inwerking-treding van hierdie Vasstelling 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;

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

7. SICK LEAVE

(1) Subject to the provisions of 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 twenty-four 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) 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 20 or 24 work days, as the case may be, 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 to not less than the rate of accrual set out in the first proviso to this subclause;

(iii) 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) 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, the provisions of this clause shall not apply;

(v) 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 not less than 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 days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity.

(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 employer shall, if he has not previously done so at the expiration of the said cycle of employment or on termination 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 purpose 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 6;

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

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

7. SIEKTEVERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 24 werkdae 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) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie 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 sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

(iii) waar 'n werkgever 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, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) 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 die bepalings van hierdie klousule nie van toepassing is nie;

(v) die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van minstens die beloning wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgever mag, 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 vir 'n tydperk van langer as drie agtereenvolgende dae, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever 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 werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover dié siekteverlof wat hy 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 6;

(bb) op las of versoek van sy werkgever;

(cc) on sick leave in terms of subclause (1); amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance 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,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force 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 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.

8. 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 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), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

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

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that 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 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 subclause (1), which he requires his employee to wear, and any such article shall remain the property of the employer.

(cc) 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 ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling 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 vergoeding 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.

8. OPENBARE VAKANSIEDAE EN SONDAG

(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 bepalings van klousule 4 (6), 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.

9. STUKWERK

(1) 'n Werkgever mag, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

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

(2) 'n Werkgever moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

(2) 'n Werkgever 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 werkgever.

(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 25 cents 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) 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, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one 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 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 forfeiture 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 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

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

(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

(3) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat 'n werknemer ingevolge hierdie klousule moet dra op eie koste 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 was en stryk en in dié geval moet hy die werknemer elke week 'n toelae van minstens 25 sent betaal.

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. 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 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 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; nie hierdeur 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, mag 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 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(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 uithoofde van enige

provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the 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 form prescribed in the First Schedule to this Determination, 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 weekly wage of the employee on the date of such termination.

14. PROHIBITION OF EMPLOYMENT

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

15. RATIO

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

(i) an employer who is wholly or mainly engaged in performing the work of a ladies' hairdresser or a men's hairdresser may be deemed to be a qualified ladies' hairdresser or men's hairdresser, as the case may be;

(ii) an unqualified employee who is receiving a wage of not less than that prescribed for a qualified employee of his class may be deemed to be a qualified employee in such class.

(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 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.

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 _____

(b) _____
At the termination of employment his/her (a) wage was _____
rand _____ cents per week/month. (a) _____

Signature of employer or
authorised representative.

Date _____

(a) Delete whichever inapplicable.

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

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.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Eerste Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

14. VERBOD OP INDIENSNEMING

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

15. GETALSVERHOUDING

(1) 'n Werkgever 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 werkgever 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.

(2) Die bepalings 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 bywoningsregister verskaf en byhou wat wesenlik ooreenstem met die vorm wat in die Tweede Bylae van hierdie Vasstelling voorgeskryf word.

(2) 'n Werkgever 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- 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 werkgever namens hom die nodige inskrywings ten opsigte van items (ii), (iii) en (iv) moet doen en onderteken.

(4) 'n Werkgever 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.

EERSTE BYLAE

Ek/Ons (a) _____
wat die Haarkappersbedryf beoefen te _____

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

By beëindiging van diens was sy/haar (a) loon _____
rand _____ sent per week/maand (a). _____

Handtekening van werkgever
of gemagtigde verteenwoordiger.

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Vermeld beroep wat werknemer uitsluitlik of hoofsaaklik beoefen het, bv. dameshaarkapper, manshaarkapper, arbeider.

SECOND SCHEDULE
TWEDE BYLAE
ATTENDANCE REGISTER
BYWONINGSREGISTER

Name of employee Naam van werknemer		Occupation of employee Beroep van werknemer															
Year Jaar		Entries to be made by employee Inskrywings wat die werknemers moet maak												Remarks (if any) Opmerkings (as daar is)			
Month Maand		Signature Handtekening	Time of commencing work Tyd waarop werk begin word	Intervals off work Tussenposes van diens af						Time of finishing work Tyd waarop werk gestaak word	Overtime worked Oortyd gewerk		Total number of hours worked Totale getal ure gewerk		By employee Deur werknemer	By employer, if employee absent, reasons for his absence (to be signed by employer) Deur werkgever. As werknemer afwesig is, redes vir sy afwesigheid, (moet deur werkgever onderteken word)	By inspector Deur inspekteur
Date Datum	Day of week Dag van week			Off Af	On Op	Off Af	On Op	Off Af	On Op		On Van-af	Off Tot	Each day Elke dag	Each week Elke week			
1																	
2																	
3																	
4																	
5																	
6																	
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31																	

NOTE.—Under headings “Off” and “On” in columns referring to “intervals” insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval. Intervals which are reckonable as ordinary hours of work need not be recorded, e.g., rest intervals [see clauses 5 (3) and 16 (3) (iii)].

OPMERKING.—Onder die opskrifte “Af” en “Op” in die kolomme wat op “Tussenposes 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)].

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