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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER UTILISATION

No. R. 896

2 May 1980

WAGE ACT, 1957

WAGE DETERMINATION 392.—HAIRDRESSING TRADE, ORANGE FREE STATE, BEACON BAY AND EAST LONDON

By direction of the Minister of Manpower Utilisation 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, Orange Free State, Beacon Bay and East London, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF THE DETERMINATION

This Determination shall apply to all the employers and all their employees, other than managers, in the Hairdressing Trade in the municipal areas of Beacon Bay, Bethlehem, Bloemfontein, Harrismith, East London, Kroonstad, Odendaalsrus and Welkom and in the Village Management Board Area of Virginia.

2. DEFINITIONS

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

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

(2) "commission work" means a system according to which an employee's remuneration is calculated according to the amount or volume or value of the work done by the employee;

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

(4) "experience" means in relation to—

(a) a ladies' hairdresser or a men's hairdresser, the total period or periods of employment which an employee has had as a ladies' hairdresser or a men's hairdresser, respectively, under the supervision of a qualified ladies' hairdresser or a qualified men's hairdresser, as the case may be;

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAGBENUTTING

No. R. 896

2 Mei 1980

LOONWET, 1957

LOONVASSTELLING 392.—HAARKAPPERS- BEDRYF, ORANJE-VRYSTAAT, BEACON BAY EN OOS-LONDEN

In opdrag van die Minister van Mannekragbenutting, 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, Oranje-Vrystaat, Beacon Bay en Oos-Londen, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en hul werknemers uitgesonderd bestuurders, in die Haarkappersbedryf in die munisipale gebiede van Beacon Bay, Bethlehem, Bloemfontein, Harrismith, Oos-Londen, Kroonstad, Odendaalsrus en Welkom en in die dorpsbestuur gebied van Virginia.

2. WOORDOMSKRYWINGS

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, by die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is, en tensy onbestaanbaar met die sinsverband, beteken—

(1) "algemene assistent" 'n werknemer wat een of meer van die volgende 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; en

(e) handdoeke of oorpakke of ander beskermdende klere was of stryk;

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

(b) a receptionist or shampooist, the total period or periods of employment which an employee has had as a receptionist or shampooist, respectively, in the Hairdressing Trade;

(5) "general assistant" means an employee who is engaged in any one or more of the following activities:

- (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;

(6) "Hairdressing Trade" means the trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment other than an establishment which caters exclusively for Non-Whites;

(7) "ladies' hairdresser" means an employee other than a shampooist who is engaged in rendering toilet services in a ladies' hairdressing salon;

(8) "ladies' hairdresser, qualified," means a ladies' hairdresser who has had at least three years' experience or who has served his/her apprenticeship in the Hairdressing Trade in terms of section 16 (13) of the Apprenticeship Act, 1944, or who is in possession of a certificate issued to him/her by the Registrar of Apprentices in terms of section 7 (3) of the Training of Artisans Act, 1951;

(9) "ladies' hairdresser, unqualified," means a ladies' hairdresser who has none of the qualifications mentioned in definition (8) above;

(10) "ladies' hairdressing" means the section of the Hairdressing Trade in which toilet services are rendered mainly to females;

(11) "law" includes the common law;

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

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment and the employees engaged therein;

(13) "local authority" means a divisional council, city council, municipal council or any other similar institution or body envisaged in section 84 (1) (f) of the Constitution of the Republic of South Africa, 1961 (Act 32 of 1961), and also includes an Administration Board instituted in terms of section 2 of the Administration of Black Affairs Act, 1971 (Act 45 of 1971);

(14) "manicurist" means a female employee of the age of 21 years or over who is engaged solely in manicuring;

(15) "mens' hairdresser" means an employee who is engaged in rendering toilet services in a mens' hairdressing salon;

(16) "mens' hairdresser, qualified," means a mens' hairdresser who has had at least three years' experience or who has served his apprenticeship in the Hairdressing Trade in terms of section 16 (13) of the Apprenticeship Act, 1944, or who is in possession of a certificate issued to him by the Registrar of Apprentices in terms of section 7 (3) of the Training of Artisans Act, 1951;

(17) "mens' hairdresser, unqualified," means a mens' hairdresser who has none of the qualifications mentioned in definition (16) above;

(18) "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 6 (1);

(19) "part-time general assistant" means an employee who is employed as such by the week for not more than 24 ordinary hours of work in any week;

(20) "part-time ladies' hairdresser" means a qualified ladies' hairdresser who is employed as such by the week for not more than 24 ordinary hours of work in any week;

(21) "receptionist" means an employee who is engaged mainly in receiving clients, in making appointments, by telephone or otherwise, keeping the accounts and statements up to date or performing any other type of clerical work in addition to dealing with cash and selling over the counter;

(22) "shampooist" means an employee of the age of 21 years or over who exclusively performs one or more of the following duties:

- (1) Shampooing;
- (2) removing hoods, pins, rollers, clips and any other setting aids;
- (3) preparing clients for highlights;
- (4) applying rinses or colour shampoos;
- (5) putting on or removing hair driers;
- (6) placing clients under driers or taking them out from under driers;
- (7) drying hair without using a brush, comb or other object fulfilling a similar purpose;
- (8) passing curlers or putting on hair-nets;

(3) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

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

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

(5) "dameshaarkapper, gekwalifiseerd" 'n dameshaarkapper wat minstens drie jaar ondervinding het of wat sy leertyd as vakleerling in die Haarkappersbedryf ingevolge artikel 16 (13) van die Wet op Vakleerlinge, 1944, uitgedien het of wat in besit is van 'n sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 7 (3) van die Wet op Opleiding van Ambagsmanne, 1951;

(6) "dameshaarkapper, ongekwalifiseerd" 'n dameshaarkapper wat nie beskik oor 'n kwalifikasie in omskrywing (5) hierbo genoem nie;

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

(8) "deeltydse algemene assistent" 'n werknemer wat as sodanig by die week vir hoogstens 24 gewone werkure per week in diens is;

(9) "deeltydse dameshaarkapper" 'n gekwalifiseerde dameshaarkapper wat as sodanig by die week vir hoogstens 24 gewone werkure per week in diens is;

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

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

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

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

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

(13) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

(14) "manikuris" 'n vroulike werknemer van 21 jaar of ouer wat uitsluitlik naels versorg;

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

(16) "manshaarkapper, gekwalifiseerd" 'n manshaarkapper wat minstens drie jaar ondervinding het of wat sy leertyd as vakleerling in die Haarkappersbedryf ingevolge artikel 16 (13) van die Wet op Vakleerlinge, 1944, uitgedien het of wat in besit is van 'n sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 7 (3) van die Wet op Opleiding van Ambagsmanne, 1951;

(17) "manshaarkapper, ongekwalifiseerd" 'n manshaarkapper wat nie beskik oor 'n kwalifikasie in omskrywing (16) hierbo genoem nie;

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

(19) "ondervinding" met betrekking tot—

(a) dameshaarkapper of 'n manshaarkapper, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as dameshaarkapper of manshaarkapper gehad het onder die toesig van 'n gekwalifiseerde dameshaarkapper of 'n gekwalifiseerde manshaarkapper, na gelang van die geval;

(b) 'n ontvangsklerk of sjampoeis, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as ontvangsklerk of sjampoeis in die Haarkappersbedryf gehad het;

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

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

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

(23) "toilet services" means the following operations:

(1) Hairdressing, hair cutting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, styling, permanent waving, marcel or water waving or any other treatment of the hair of the head; or

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

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

(4) cutting, styling, washing, cleaning, bleaching, dying, colouring or tinting of wigs or hairpieces, if practised in conjunction with the activities mentioned in (1), (2) and (3) above;

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

(24) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided that—

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

(ii) 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.

(b) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly to 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:

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

(a) Sjampoeneer;

(b) sluiers, spelde, rollers, knippe en enige ander hulpsetmiddels verwyder;

(c) klante vir bleikstreppe of bobleiking gereed maak;

(d) spoelmiddels of kleursjampoos aanwend;

(e) haardroërs oorsit of verwyder;

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

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

(h) krullers aangee en haarnette oorsit;

(24) "toilet dienste" die volgende werksaamhede:

(a) 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

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

(c) naelversorging, winkbrouepluk, bordwerk, trigologie of skoonheidsbehandeling; of

(d) die kap, stileer, was, reinig, bleik, verf, kleur of tint van pruie of halfpruie, indien dit tesame met die werksaamhede in (a), (b) en (c) hierbo genoem, uitgeoefen word; hetsy enige apparaat, toestel, preparaat of stof by enigeen van hierdie werksaamhede gebruik word al dan nie;

(25) "wet" ook die gemene reg.

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:

	In the municipal areas of Beacon Bay, Bloemfontein, East London and Welkom		In the municipal areas of Kroonstad, Odendaarsrus and the village management area of Virginia		In the municipal area of Bethlehem		In the municipal area of Harrismith	
	During the first year in which this Determination becomes binding	Thereafter	During the first year in which this Determination becomes binding	Thereafter	During the first year in which this Determination becomes binding	Thereafter	During the first year in which this Determination becomes binding	Thereafter
	A week R	A week R	A week R	A week R	A week R	A week R	A week R	A week R
General assistant, male—								
18 years or older.....	20,00	22,00	19,00	21,00	17,50	19,00	16,50	18,00
under 18 years.....	15,00	16,50	14,25	15,75	13,20	14,25	12,40	13,50
General assistant, female.....	16,00	17,60	15,20	16,80	14,00	15,20	13,20	14,40
Ladies' hairdresser, female, unqualified—								
during the first year of experience.....	21,92	24,23	21,00	23,08	19,38	21,00	18,23	20,08
during the second year of experience.....	33,23	36,46	31,62	34,62	28,62	31,62	27,23	29,77
during the third year of experience.....	44,54	48,69	42,23	46,15	37,85	42,23	36,23	39,46
Qualified.....	55,85	60,92	52,85	57,69	47,08	52,85	45,23	49,15
Ladies' hairdresser, male, unqualified—								
during the first year of experience.....	24,00	26,31	22,85	25,15	21,00	22,85	19,85	21,69
during the second year of experience.....	37,85	41,31	36,00	39,46	32,54	36,00	31,15	33,92
during the third year of experience.....	51,69	56,31	49,15	53,77	44,08	49,15	42,46	46,15
Qualified.....	65,54	71,31	62,31	68,08	55,62	62,31	53,77	58,38
Part-time general assistant.....	12,60	14,00	12,00	13,20	11,00	12,00	10,40	11,30
Part-time ladies' hairdresser.....	33,46	36,92	31,85	35,31	29,31	31,85	27,69	30,23
Men's hairdresser, unqualified—								
during the first year of experience.....	24,00	26,31	22,85	25,15	21,00	22,85	19,85	21,69
during the second year of experience.....	37,85	41,31	36,00	39,46	32,54	36,00	31,13	33,92
during the third year of experience.....	51,69	56,31	49,15	53,77	44,08	49,15	42,46	46,15
Qualified.....	65,54	71,31	62,31	68,08	55,62	62,31	53,77	58,38
Manicurist.....	40,38	43,85	38,08	42,00	35,08	38,08	33,00	36,00
Receptionist—								
during the first year of experience.....	25,15	27,69	24,00	26,54	21,92	24,00	20,54	22,62
Thereafter.....	38,08	41,54	36,00	39,69	33,00	36,00	39,92	33,92
Shampoer—								
during the first six months of experience.....	20,00	22,00	19,00	21,00	17,50	19,00	16,50	18,00
Thereafter.....	22,00	24,20	21,00	23,00	19,25	21,00	18,20	19,80
Employee not otherwise specifically mentioned in this subclause.....	22,60	24,50	21,30	23,30	19,40	21,30	18,50	20,20

	In die munisipale gebiede Beacons- fontein, Oos- Londen en Welkom		In die munisipale gebiede Kroon- stad, Odendaals- rus en die dorps- bestuursgebied Virginia		In die munisipale gebied Bethlehem		In die munisipale gebied Harrismith	
	Gedu- rende die eerste jaar nadat hierdie Vas- stelling bindend word	Daarna	Gedu- rende die eerste jaar nadat hierdie Vas- stelling bindend word	Daarna	Gedu- rende die eerste jaar nadat hierdie Vas- stelling bindend word	Daarna	Gedu- rende die eerste jaar nadat hierdie Vas- stelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene assistent, man—								
18 jaar of ouer	20,00	22,00	19,00	21,00	17,50	19,00	16,50	18,00
onder 18 jaar	15,00	16,50	14,25	15,75	13,20	14,25	12,40	13,50
Algemene assistent, vrou	16,00	17,60	15,20	16,80	14,00	15,20	13,20	14,40
Dameshaarkapper, vrou, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	21,92	24,23	21,00	23,08	19,38	21,00	18,23	20,08
gedurende die tweede jaar ondervinding	33,23	36,46	31,62	34,62	28,62	31,62	27,23	29,77
gedurende die derde jaar ondervinding	44,54	48,69	42,23	46,15	37,85	42,23	36,23	39,46
Gekwalifiseerd	55,85	60,92	52,85	57,69	47,08	52,85	45,23	49,15
Dameshaarkapper, man, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	24,00	26,31	22,85	25,15	21,00	22,85	19,85	21,69
gedurende die tweede jaar ondervinding	37,85	41,31	36,00	39,46	32,54	36,00	31,15	33,92
gedurende die derde jaar ondervinding	51,69	56,31	49,15	53,77	44,08	49,15	42,46	46,15
Gekwalifiseerd	65,54	71,31	62,31	68,08	55,62	62,31	53,77	58,38
Deeltydse algemene assistent	12,60	14,00	12,00	13,20	11,00	12,00	10,40	11,30
Deeltydse dameshaarkapper	33,46	36,92	31,85	35,31	29,31	31,85	27,69	30,23
Manshaarkapper ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	24,00	26,31	22,85	25,15	21,00	22,85	19,85	21,69
gedurende die tweede jaar ondervinding	37,85	41,31	36,00	39,46	32,54	36,00	31,13	33,92
gedurende die derde jaar ondervinding	51,69	56,31	49,15	53,77	44,08	49,15	42,46	46,15
Gekwalifiseerd	65,54	71,31	62,31	68,08	55,62	62,31	53,77	58,38
Manikuris	40,38	43,85	38,08	42,00	35,08	38,08	33,00	36,00
Ontvangsklerk—								
gedurende die eerste jaar ondervinding	25,15	27,69	24,00	26,54	21,92	24,00	20,54	22,62
Daarna	38,08	41,54	36,00	39,69	33,00	36,00	39,92	33,92
Sjampoeis—								
gedurende die eerste ses maande ondervinding	20,00	22,00	19,00	21,00	17,50	19,00	16,50	18,00
Daarna	22,00	24,20	21,00	23,00	19,25	21,00	18,20	19,80
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	22,60	24,50	21,30	23,30	19,40	21,30	18,50	20,20

(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—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class;

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

(2) *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, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

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

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

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

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

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

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

(i) waar die 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;

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

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

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

Provided that—

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

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 45.

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or with the consent of the employee, in cash or by cheque monthly, during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name and his 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—

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

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

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

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, medical insurance, savings, provident or pensions 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 or has undertaken to pay in respect of—

(i) a payment on a loan granted to such employee to acquire a dwelling; or

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

if the house or hostel is provided through the instrumentality of such organisation wholly or partially from funds advanced to that end by the Department of Community Development, a local authority or a building society.

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

Met dien verstande dat—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling s6 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.

(3) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 45.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur ses.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 7 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëide 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 is; en
- (i) die tydperk waarvoor die betaling geskied;

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

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

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

(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 aan hom of van enige-mand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes oplê 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-, siekte-, mediese-, versekerings-, spaar-, voorsorg- of pensioen-fonds; of vir ledegeld van 'n vakvereniging;

(b) behoudens andersluidende bepalinge 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, 'n bedrag wat 'n werkgever aan 'n organisasie betaal het of onderneem het om te betaal ten opsigte van—

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

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

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

5. COMMISSION WORK

(1) An employee who, by agreement with his employer, undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement, or a statement setting out the terms of the agreement, which shall include—

(a) the weekly or monthly wage payable to the employee, where such wage is higher than that prescribed in clause 3 (1) for such employees, and the rate or rates of the commission and the conditions of entitlement thereto;

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

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

(3) Save as provided in clause 4 (6), an employer shall remunerate his employee who is employed on commission work at not less than the rate agreed upon between them: Provided that, irrespective of the value of the work accepted by the employer, the remuneration of such employee, in respect of any period, shall not be less than that which would be due to him for that period in terms of clause 3 (1).

(4) An employer or an employee who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than that required to terminate the contract of employment of such employee in terms of clause 12.

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

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

(a) in the case of a casual employee, eight on any day;

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

(i) 24 in any week; and

(ii) four on any day;

(c) in the case of any other employee—

(i) 45 in any week; and

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

Provided that—

(i) the ordinary hours of work of an employee referred to in subclause (1) (c) may be exceeded by not more than half an hour on Thursdays and one hour on Fridays subject to subclause (1) (c) (i);

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

(iii) if an employee is required or permitted to attend to a customer after the completion of the ordinary hours of work prescribed in paragraphs (b) (ii) or (c) (ii) or proviso (i), 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 and a half hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

(iii) 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;

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

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

(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.

5. KOMMISSIEWERK

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

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

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

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

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

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

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

(1) *Gewone werkure.*—'n 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 op 'n dag;

(b) in die geval van 'n deeltydse algemene assistent of 'n deeltydse dameshaarkapper—

(i) 24 in 'n week; en

(ii) vier op 'n dag;

(c) in die geval van enige ander werknemer—

(i) 45 in 'n week; en

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

Met dien verstande dat—

(i) die gewone werkure van 'n werknemer in subklousule (1) (c) vermeld, behoudens subklousule (1) (c) (i) met hoogstens 'n halfuur op Donderdae en een uur op Vrydae te bowe gegaan mag word;

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

(iii) as daar van 'n werknemer vereis of hy toegelaat word om 'n klant te bedien na voltooiing van die gewone werkure in subklousules (1) (b) (ii) en (1) (c) (ii) of voorbehoedsbepaling (i) voorgeskryf, die aantal gewone werkure ten aansien van daardie werknemer met hoogstens 15 minute op enige dag en met hoogstens een uur in enige week te bowe gegaan mag word.

(2) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf en 'n half uur aaneen sonder 'n etenpouse 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) 'n werkgever met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

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

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

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

(v) wanneer daar, vanweë oortyd wat gewerk word, van 'n werknemer vereis word om op enige dag 'n tweede etenpouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word.

(3) *Ruspouses.*—'n Werkgever moet, so na as doenlik aan die middel van elke werktidperk 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) *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 a part-time ladies' hairdresser, six hours in any week;
- (c) in the case of any other employee—
 - (i) two hours on any day;
 - (ii) six hours in any week.

(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.

7. *Provisos.*—This clause shall not apply to a manager if and for so long as such an employee is in receipt of a regular wage of—

- (a) not less than R600 a month in the municipal areas of Bloemfontein, Beacon Bay, East London and Welkom;
- (b) not less than R550 a month in the municipal areas of Bethlehem, Harrismith, Kroonstad and Odendaalsrus and in the Village Management Board Area of Virginia.

7. ANNUAL LEAVE

(1) Subject to 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 21 consecutive days' leave, and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced: Provided that, for the purpose of this clause, the weekly wage of an employee who does commission work, shall be calculated by dividing the total remuneration payable to him by virtue of clause 5 (a) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52, or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period.

(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) the period of leave shall not be concurrent with—

- (a) sick leave granted in terms of clause 8 or with absence from work owing to unfitness in the circumstances set out in clause 8 (5) (a) or (b) totalling at most 10 weeks in any year;
- (b) any period during which the employee—

- (aa) is serving a period of notice of service termination in terms of clause 12;
- (ab) is undergoing military training or service in terms of the Defence Act, 1957, unless the employee so requests and the employer agrees in writing;

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

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

- (i) that the request is made by such employee not later than four months after expiration of the first period of 12 months of employment to which the leave relates; and
- (ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings 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 deeltydse dameshaarkapper, ses uur in 'n week;
- (c) in die geval van enige ander werknemer—
 - (i) twee uur op 'n dag; en
 - (ii) ses uur in 'n week.

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

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

(7) *Voorbewoudsbepalings.*—Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—

- (a) minstens R600 per maand in die munisipale gebiede Bloemfontein, Beacon Bay, Oos-Londen en Welkom;
- (b) minstens R550 per maand in die munisipale gebiede Bethlehem, Harrismith, Kroonstad en Odendaalsrus en in die dorpsbestuursgebied van Virginia.

7. JAARLIKSE VERLOF

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

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

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

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

- (aa) kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien;
- (ab) militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

- (iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

- (i) sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
 - (ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-fourth 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 occasional leave granted to an employee with full pay, at his written request; and provided further that, subject to clause 12 (4), an employee—

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

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

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

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

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

(7) 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 8 or owing to incapacity in the circumstances set out in clause (8) (a) or (b);

(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 before this Determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

8. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 36 work days' sick leave in the aggregate during each cycle of 36 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 36 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;

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

(iii) in the application of this clause the wage of an employee doing commission work is calculated on the basis indicated in the proviso to clause 7 (1).

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

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

(ii) on the work day immediately prior to or after any public holiday;

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

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

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die 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.

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

(7) 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 8 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 8 (5) (a) of (b);

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

en word diens geag te begin—

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

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

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

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 36 werkdae gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(ii) waar 'n 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 ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

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

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

(i) vir langer as drie agtereenvolgende werkdae; of

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

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has received payment in terms of this clause without submitting such a certificate on two or more occasions during any period not exceeding eight weeks, during the period of eight weeks immediately after the previous such occasion, his employer may demand that he submit such a certificate for any absence.

(3) Where, during the first cycle of 36 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 7;

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

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

amounting in the aggregate, in any 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 on which this Determination became binding 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.

(5) *Provisos.*—This clause is not applicable to—

(a) an employee at whose written request the employer contributes at least the same as he himself contributes to a fund or organisation appointed by the employee and which, in case of incapacity in the circumstances set out in this clause, guarantees him the payment in total of at least the equivalent of his wage for 36 working days in each time cycle of 36 months' service, except that during the first 36 months the guaranteed payment of contributions by the employer may be reduced, but not to less than the growth rate set out in the first proviso to subclause (1);

(b) any period of incapacity of an employee provided for in this clause, in respect of which the employer is obliged in terms of another law to pay the employee not less than his full wage.

9. 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 clauses 4 (6) and 7 (2) (iv) he shall pay his employee, other than a casual employee, for the week in which any such public holiday falls not less than his weekly wage.

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

(2) An employer shall at his own cost launder any uniform, overall or protective clothing which an employee is required to wear in terms of this clause: Provided that an employer may require an employee to wash and iron such uniform, overall or protective clothing which is worn by him and in that case he shall pay the employee a weekly allowance of at least 60c.

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

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 36 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 die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

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

(aa) met verlof ingevolge klousule 7;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

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

(5) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 36 werkdade in elke tydkring van 36 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 36 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1);

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

9. OPENBARE VAKANSIEDAE EN SONDAE

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

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

(2) 'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat 'n werknemer ingevolge hierdie klousule verplig word om te dra, op eie koste laat was en stryk: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere wat die werknemer dra, te was en stryk en in dié geval moet hy die werknemer elke week 'n toelae van minstens 60c betaal.

11. GEREEDSKAP EN UITRUSTING

'n Werkgever moet sy werknemer voorsien van alle gereedschap, uitrusting en benodighede vir die verrigting van die werknemer se werk: Met

an employer may require a qualified ladies' hairdresser or a qualified men's hairdresser, respectively, to provide the tools mentioned below:

(a) Ladies' hairdresser:

- (i) Combs;
- (ii) razors (without blades);
- (iii) rollers;
- (iv) scissors; and
- (v) 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 forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

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

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 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 8 or owing to incapacity in the circumstances set out in clause 8 (5) (a) or (b), not exceeding 10 weeks in any year.

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

13. PROHIBITION OF EMPLOYMENT

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

14. RATIO

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

- (i) an employer or manager who is wholly or mainly engaged in performing the work of a ladies' hairdresser or a men's hairdresser may be deemed to be a qualified ladies' hairdresser or men's hairdresser, as the case may be;
- (ii) an unqualified employee who is receiving a wage of not less than that prescribed for a qualified employee of his class may be deemed to be a qualified employee in such class;

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) skeermesse (sonder lemmetjies);
- (iii) rollers;
- (iv) skêre; en
- (v) 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;

niet 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 waarvoor daar ooreengekom is.

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

- (i) die kennisgewingstermyn nie mag saamval nie, met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 8 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 8 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke.

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

13. VERBOD OP INDIENSNEMING

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

14. GETALVERHOUDING

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

- (i) 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik as 'n dames- of manshaarkapper werksaam is, as 'n gekwalifiseerde dames- of manshaarkapper, na gelang van die geval, beskou mag word;
- (ii) 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer in sodanige klas beskou mag word;

(iii) a part-time ladies' hairdresser shall not be reckoned in computing the ratio;

(iv) an apprentice serving his contract under the Apprenticeship Act, 1944, shall be reckoned as an unqualified hairdresser.

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

(3) An employer shall not employ a shampooist unless he has in his employ an apprentice and for every two further apprentices he shall not employ more than one shampooist.

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

15. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on 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 essentially in the following form and showing the full names of the employer and the employee, the nature of service, the date of commencement and the date of termination of the contract and the weekly or monthly wage of the employee on the date of such termination:

CERTIFICATE OF SERVICE

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

Signature of employer or
 authorised representative

Date

(a) Delete whichever is inapplicable.

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

16. ATTENDANCE REGISTER

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

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

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

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

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

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 349 published under Government Notice R. 68 of 19 January 1973, as amended by Government Notice R. 2203 of 26 November 1976.)

(iii) 'n deeltydse dameshaarkapper nie in aanmerking moet kom wanneer die getalsverhouding bereken word nie;

(iv) 'n vakleerling wat sy kontrak ingevolge die Wet op Vakleerlinge, 1944, dien, as 'n ongekwalifiseerde haarkapper gereken moet word.

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

(3) 'n Werkgewer mag nie 'n sjampoeis in diens neem nie tensy hy 'n vakleerling in sy diens het, en vir elke twee vakleerlinge daarna, mag hy hoogstens een sjampoeis in diens neem.

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

15. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons(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 werkgewer
 of gemagtigde verteenwoordiger

Datum

(a) Skrap wat nie van toepassing is nie.

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

16. BYWONINGSREGISTER

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

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

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

- (i) sy handtekening;
- (ii) hoe laat hy begin werk het;
- (iii) hoe laat elke etens- of ander pouse wat nie as gewone 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 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 potlood gedoen word.

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

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 349, gepubliseer by Goewermentskennisgewing R. 68 van 19 Januarie 1973, soos gewysig by Goewermentskennisgewing R. 2203 van 21 November 1976.)

**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 com- mencing 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 em- ployer)	By inspector
				Off	On	Off	On	Off	On		On	Off	On	Each day			
1																	
2																	
3																	
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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 clause 6 (3)].

BYLAE
BYWONINGSREGISTER

Naam van werknemer										Beroep van werknemer							
Inskrywings wat deur die werknemer gedoen moet word										Opmerkings (as daar is)							
Jaar		Handtekening	Aanvangs-tyd van werk	Pouses van diens af						Hoe laat werk gestaak word	Langer ure gewerk		Totale getal ure gewerk		Deur werknemer	Deur werkgever. As werknemer afwesig is, redes vir sy afwesigheid, (moet deur werkgever onderteken word)	Deur inspekteur
Maand				Begin	Hervat van werk	Begin	Hervat van werk	Begin	Hervat van werk		Vanaf	Tot	Elke dag	Elke week			
Datum	Dag van week																
1																	
2																	
3																	
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Opmerking.—Onder die opskrifte "Begin" en "Hervat van werk" in kolomme wat op "Pouses van diens af" betrekking het, voeg in hoe laat die pouse begin en hoe laat werk hervat is. Daar word beskou dat 'n werknemer gedurende 'n pouse waarin hy nie toegelaat is om die bedryfsinrigting te verlaat nie, vir daardie hele pouse gewerk het. Pouses wat as gewone werkure gereken kan word, hoef nie aangeteken te word nie, bv. ruspouses [sien klousule 6 (3)].

Technical Dictionaries

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town. Add 4% Sales Tax on all inland prices.

1. **Basketball, Korfbal, Netball (1975).**—Compiled in collaboration with the Co-ordinating Terminology Committee for Sport. 43 pp; soft cover; 3 000 terms: Eng.—Afr., Afr.—Eng. Price R1,90, abroad R2,40, post free.
2. **Dictionary of Embroidery (1972).**—Compiled by the Homecraft Terminology Committee. 394 pp, 31 pp illustrations; hard cover; 9 600 terms: Eng.—Afr., Afr.—Eng. Price R2,95, abroad R2,95, post free.
3. **Hairdressing Terms (1971).**—Compiled by the Education Terminology Committee. 309 pp; soft cover; 9 600 terms: Eng.—Afr., Afr.—Eng. Contents: Beauty culture, Cosmetology, Dermatology, Hairdressing laboratory work, Manicuring, Physiology and hygiene, Salon science, Trichology. Price R2,80, abroad R3,50, post free.
4. **Handwork Dictionary (1977).**—Compiled in collaboration with the Family Education and Homemaking Section. 471 pp; soft cover; 19 400 terms: Eng.—Afr., Afr.—Eng. Contents: Knitting, Crochet, Knotting (incl. macramé, tatting, netting, sprang), Lacework. Price R4,35, abroad R5,45, post free.
5. **Millinery Terms (1970).**—Compiled by the Homecraft Terminology Committee. 56 pp; soft cover; 4 000 terms: Eng.—Afr., Afr.—Eng. Price 90c, post free.
6. **Hockey Terms (1972).**—Compiled by the Co-ordinating Terminology Committee for Sport. 60 pp; soft cover, pocket size; 1 500 terms: Eng.—Afr. Price 90c, post free.
7. **Hotel Reception Terms (1978).**—104 pp; soft cover; 4 000 terms: Eng.—Afr., Afr.—Eng., and a List of Expressions. Price R2,55, abroad R3,15, post free.
8. **Home Economics Dictionary (third, revised edition 1975).**—Compiled by the Editorial Committee (Home Economics). 398 pp; hard cover; 31 000 terms: Eng.—Afr., Afr.—Eng. Contents: Freezing, Cookery, Menus, Dietetics, Housewifery, Household appliances, Furniture, Cosmetics, Home nursing. Price R5,50, abroad R6,90, post free.
9. **Art Terms (1967).**—Compiled by direction of the Terminology Committee for Technical Education. 293 pp; soft cover, folio size; 10 000 terms: Eng.—Afr., Afr.—Eng. Contents: Fine Art, Textile design, Ceramic design, Graphic design, Industrial design. Price R1,35, post free.
10. **Agricultural Engineering Terms (1973).**—Compiled in collaboration with the Division of Agricultural Engineering, Department of Agricultural Technical Services. 309 pp; hard cover 8 900 terms: Eng.—Afr., Afr.—Eng. Contents: Agricultural mechanization, Processing of agricultural commodities, Farm structures, Farm buildings, Irrigation, Drainage, Soil and water conservation. Price R3,10, abroad R3,10, post free.
11. **Computer Terms (1969).**—Compiled by the Computer Terminology Committee. 81 pp; hard cover; 5 500 terms: Eng.—Afr., Afr.—Eng. Price R2,05, abroad R2,50, post free.
12. **Accounting Terms (1973).**—Compiled in collaboration with the Cape Education Department. 109 pp; soft cover; 4 400 terms: Eng.—Afr., Afr.—Eng. Contents: Mainly terms that are relevant to the new, uniform syllabuses. Includes a List of Abbreviations. Price 95c, abroad 95c, post free.
13. **Dairy Terms (1972).**—Compiled in collaboration with the Dairy Industry Control Board and the Department of Agricultural Technical Services. 388 pp; hard cover; 10 200 terms: Eng.—Afr., Afr.—Eng. Contents: Butter and Cheese manufacturing, Dairy bacteriology, Dairy chemistry, Dairying. Price R3,40, abroad R3,40, post free.
14. **Horticultural Terms (1971).**—Compiled in collaboration with the Horticultural Research Institute, Roodeplaat. 436 pp; hard cover; 12 000 terms: Eng.—Afr., Afr.—Eng. Contents: Terms directly related to the cultivation of vegetables, fruit and flowers. Includes the popular English and Afrikaans, as well as the botanical names of a large number of indigenous and exotic plants of economic or aesthetic value. Price R3,80, post free.
15. **Veterinary Science Dictionary (1978).**—351 pp; hard cover; 31 000 terms: Eng.—Afr., Afr.—Eng. Contents: Anatomy, Anaesthesiology, Animal care, Animal science, Bacteriology, Breed nomenclature, Cytology, Embriology, Entomology, Genealogy, Genetics, Helminthology, Histology, Immunology, Laboratory techniques, Medicine, Molecular biology, Nutrition (including forage crops), Parasitology, Pathology, Pharmacology, Physiology, Poultry science, Protozoology, Radiology, Surgery, Toxicology (including poisonous plants), Virology, Zootechnology. Price R9, abroad R11,25, post free.
16. **Defining Afrikaans Dictionary of Social Work (1971).**—Compiled by the Terminology Committee for Social Work. 83 pp; hard cover; 498 definitions with equivalent terminology in English. Price R2, abroad R2, post free.
17. **Work Study Terms (1971).**—Compiled by the Work Study Terminology Committee. 52 pp; soft cover; 1 300 terms: Eng.—Afr., Afr.—Eng. Price R1,20, abroad R1,50, post free.
18. **Wine Dictionary (1973).**—Compiled in collaboration with the Oenological and Viticulture Research Institute. 80 pp; hard cover; 3 300 terms: Eng.—Afr., Afr.—Eng. Contents: Viticulture, Winemaking, Wine chemistry, List of South African wine-grape cultivars. Price R2,30, abroad R2,30, post free.

Other

19. **Physical Education Terminology (1968).**—Issued by the Department of National Education. 340 pp; hard cover; Eng.—Afr., Afr.—Eng. Explanatory and illustrated with drawings. Contents: Gymnastics, Dance and rhythmic movement, Imitative exercises, Gymnastic games. Price R2,40, post free.
20. **Tweetalige Lys Geologiese en Verwante Terme (reprint 1970).**—Compiled by the Division Geological Survey, Department of Mines, in collaboration with the Suid-Afrikaanse Akademie vir Wetenskap en Kuns. 154 pp; soft cover; 15 000 terms: Afr.—Eng., Eng.—Afr. Contents: Apart from pure geological terms those relevant to mineralogy, petrology, geomorphology, geophysics, etc., are also included. Price R1,25, abroad R1,60, post free.

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