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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1501. 23 Augustus 1968.

LOONWET, 1957.

LOONVASSTELLING No. 300.

HAARKAPPERSBEDRYF, ORANJE-VRYSTAAT EN OOS-LONDEN.

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Haarkappersbedryf, Oranje-Vrystaat en Oos-Londen, gemaak en die 16de dag van September 1968 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 alle werknemers, uitgesonderd bestuurders, in die Haarkappersbedryf en op die werkgewers van sodanige werknemers in die munisipale gebiede van Bloemfontein, Oos-Londen, Kroonstad, Odendaalsrus en Welkom, en in die dorpsbestuursgebied van Virginia.

2. WOORDOMSKRYWINGS.

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

(i) „arbeider" 'n werknemer wat een of meer van ondervermelde werksaamhede verrig:—

(*a*) Dra, optel of verskuif;

(*b*) persele of gerei, houers, meubels, skoene of ander artikels skoonmaak, vee of was;

(*c*) briewe, boodskappe of goedere te voet of per handkar of trapfiets aflewer;

(*d*) tee of soortgelyke dranke maak;

(*e*) handdoeke of oorpakke of ander beskermende klere was of stryk; (v)

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1501. 23 August 1968.

WAGE ACT, 1957.

WAGE DETERMINATION No. 300.

HAIRDRESSING TRADE, ORANGE FREE STATE AND EAST LONDON.

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Hairdressing Trade, Orange Free State and East London, and has fixed the 16th day of September 1968, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees, other than managers, in the Hairdressing Trade and to the employers of such employees, in the municipal areas of Bloemfontein, East London, Kroonstad, Odendaalsrus and Welkom, and in the village management board area of Virginia.

2. DEFINITIONS.

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

(i) "casual employee" means an employee who is employed by the same employer on not more than 3 days in any week; (xi)

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

(iii) "experience"—

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

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

(iii) „bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene—

(*a*) toesig oor,
(*b*) verantwoordelikheid vir, en
(*c*) leiding van

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is; (ix)

(iv) „dameshaarkapper" 'n werknemer, uitgesonderd 'n naelversorger of haarwasser, wat toiletdienste vir vroue lewer; (vi)

(v) „dameshaarkapper, gekwalifiseerd," 'n dameshaarkapper wat minstens 4 jaar ondervinding het of wie se vakleerlingkontrak in die Haarkappersbedryf ingevolge artikel 16 (13) van die Wet op Vakleerlinge, 1944, na 3 jaar beëindig is; (vii)

(vi) „dameshaarkapper, ongekwalifiseerd," 'n dameshaarkapper met minder as 4 jaar ondervinding; (viii)

(vii) „deeltydse arbeider" 'n arbeider wat as sodanig by die week vir hoogstens 24 gewone werkure per week in diens is; (xvi)

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

(ix) „Haarkappersbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om toiletdienste te verskaf in enige bedryfsinrigting behalwe 'n bedryfsinrigting wat uitsluitlik nie-Blankes bedien; (iv)

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

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

(*b*) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (xxiii)

(xi) „los werknemer" 'n werknemer wat hoogstens 3 dae in 'n week by dieselfde werkgewer in diens is; (i)

(xii) „manshaarkapper" 'n werknemer wat toiletdienste vir manspersone lewer; (xiii)

(xiii) „manshaarkapper, gekwalifiseerd," 'n manshaarkapper wat minstens 4 jaar ondervinding het of wie se vakleerlingkontrak in die Haarkappersbedryf ingevolge artikel 16 (13) van die Wet op Vakleerlinge, 1944, na 3 jaar beëindig is; (xiv)

(xiv) „manshaarkapper, ongekwalifiseerd," 'n manshaarkapper met minder as 4 jaar ondervinding; (xv)

(xv) „naelversorger of haarwasser" 'n vroulike werknemer, uitgesonderd 'n dameshaarkapper, van 21 jaar of ouer wat uitsluitend as naelversorger of haarwasser werksaam is; (x)

(xvi) „naelversorger of haarwasser, gekwalifiseerd," 'n naelversorger of haarwasser met minstens 12 maande ondervinding; (xi)

(xvii) „naelversorger of haarwasser, ongekwalifiseerd," 'n naelversorger of haarwasser met minder as 12 maande ondervinding; (xii)

(xviii) „ondervinding" met betrekking tot—

(*a*) 'n 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, naelversorger of haarwasser die totale tydperk of tydperke diens wat 'n werknemer as ontvangsklerk, naelversorger of haarwasser, na gelang van die geval, in die Haarkappersbedryf gehad het; (iii)

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

(xx) „ontvangsklerk, gekwalifiseerd," 'n ontvangsklerk met minstens 6 maande ondervinding; (xx)

(xxi) „ontvangsklerk, ongekwalifiseerd," 'n ontvangsklerk met minder as 6 maande ondervinding; (xxi)

(*b*) in relation to a receptionist, manicurist or shampoo employee, means the total period or periods of employment which an employee has had as a receptionist, manicurist or shampoo employee, as the case may be, in the Hairdressing Trade; (xviii)

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

(v) "labourer" means an employee who is engaged in any one or more of the following operations:—

(*a*) Carrying, lifting or moving;

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

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

(*d*) making tea or similar beverages;

(*e*) washing or ironing towels or overalls or other protective clothing; (i)

(vi) "ladies' hairdresser" means an employee, other than a manicurist or shampoo employee, who is engaged in rendering toilet services to female persons; (iv)

(vii) "ladies' hairdresser, qualified," means a ladies' hairdresser who has had not less than 4 years' experience or whose contract of apprenticeship in the Hairdressing Trade terminated after 3 years by virtue of section 16 (13) of the Apprenticeship Act, 1944; (v)

(viii) "ladies' hairdresser, unqualified," means a ladies' hairdresser who has had less than 4 years' experience; (vi)

(ix) "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; (iii)

(x) "manicurist or shampoo employee" means a female employee, other than a ladies' hairdresser, of the age of 21 years or over engaged solely on manicuring or shampooing; (xv)

(xi) "manicurist or shampoo employee, qualified," means a manicurist or shampoo employee who has had not less than 12 months' experience; (xvi)

(xii) "manicurist or shampoo employee, unqualified," means a manicurist or shampoo employee who has had less than 12 months' experience; (xvii)

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

(xiv) "men's hairdresser, qualified," means a men's hairdresser who has had not less than 4 years' experience or whose contract of apprenticeship in the Hairdressing Trade terminated after 3 years by virtue of section 16 (13) of the Apprenticeship Act, 1944; (xiii)

(xv) "men's hairdresser, unqualified," means a men's hairdresser who has had less than 4 years' experience; (xiv)

(xvi) "part-time labourer" means a labourer who is employed as such by the week for not more than 24 ordinary hours of work in any week; (vii)

(xvii) "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; (viii)

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

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

(xx) "receptionist, qualified," means a receptionist who has had not less than 6 months' experience; (xx)

(xxi) "receptionist, unqualified," means a receptionist who has had less than 6 months' experience; (xx)

(xxii) "toilet services" means the following operations:—

(i) Hairdressing, haircutting, 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 the face; or

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

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

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

(xxiii) „toiletdienste" die volgende werksaamhede:—

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

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

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

ongeag of enige apparaat, toestel, preparaat of stof by enigeen van hierdie werksaamhede gebruik word of nie. (xxii)

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

3. BESOLDIGING.

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

(a) Werknemers uitgesonderd los werknemers.

	In die munisipale gebiede van Bloemfontein, Oos-Londen en Welkom.	In al die ander gebiede.
	Per week. R	Per week. R
Dameshaarkapper, vrou, ongekwalifiseerd—		
Gedurende die eerste jaar ondervinding.....	7.50	7.50
Gedurende die tweede jaar ondervinding.....	9.50	9.50
Gedurende die derde jaar ondervinding.....	13.00	12.50
Gedurende die vierde jaar ondervinding.....	17.00	16.00
Dameshaarkapper, vrou, gekwalifiseerd.....	21.00	20.00
Dameshaarkapper, man, ongekwalifiseerd—		
Gedurende die eerste jaar ondervinding.....	7.50	7.50
Gedurende die tweede jaar ondervinding.....	10.50	10.00
Gedurende die derde jaar ondervinding.....	15.00	14.00
Gedurende die vierde jaar ondervinding.....	22.00	20.50
Dameshaarkapper, man, gekwalifiseerd.....	29.00	27.50
Manshaarkapper, ongekwalifiseerd—		
Gedurende die eerste jaar ondervinding.....	7.50	7.50
Gedurende die tweede jaar ondervinding.....	10.50	10.00
Gedurende die derde jaar ondervinding.....	15.00	14.00
Gedurende die vierde jaar ondervinding.....	22.00	20.50
Manshaarkapper, gekwalifiseerd.....	29.00	27.50
Naelversorger of haarwasser, ongekwalifiseerd...	10.00	9.50
Naelversorger of haarwasser, gekwalifiseerd.....	12.00	11.50
Deeltydse dameshaarkapper.....	13.00	12.00
Ontvangsklerk, ongekwalifiseerd.....	10.50	9.50
Ontvangsklerk, gekwalifiseerd.....	12.00	11.00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	7.50	7.00
Arbeider, vrou.....	5.60	5.00
Arbeider, man—		
18 jaar of ouer.....	7.00	6.20
Onder 18 jaar.....	5.25	4.65
Deeltydse arbeider.....	4.20	4.00

(b) Los Werknemer.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens 4 agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

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

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

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

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

3. REMUNERATION.

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

(a) Employees other than casual employees.

	In the municipal areas of Bloemfontein, East London and Welkom.	In all other areas.
	Per week. R	Per week. R
Ladies' hairdresser, female, unqualified—		
During the first year of experience.....	7.50	7.50
During the second year of experience.....	9.50	9.50
During the third year of experience.....	13.00	12.50
During the fourth year of experience.....	17.00	16.00
Ladies' hairdresser, female, qualified.....	21.00	20.00
Ladies' hairdresser, male, unqualified—		
During the first year of experience.....	7.50	7.50
During the second year of experience.....	10.50	10.00
During the third year of experience.....	15.00	14.00
During the fourth year of experience.....	22.00	20.50
Ladies' hairdresser, male, qualified.....	29.00	27.50
Men's hairdresser, unqualified—		
During the first year of experience.....	7.50	7.50
During the second year of experience.....	10.50	10.00
During the third year of experience.....	15.00	14.00
During the fourth year of experience.....	22.00	20.50
Men's hairdresser, qualified.....	29.00	27.50
Manicurist or shampoo employee, unqualified...	10.00	9.50
Manicurist or shampoo employee, qualified.....	12.00	11.50
Part-time ladies' hairdresser.....	13.00	12.00
Receptionist, unqualified.....	10.50	9.50
Receptionist, qualified.....	12.00	11.00
Employee not elsewhere in this subclause specifically mentioned.....	7.50	7.00
Labourer, female.....	5.60	5.00
Labourer, male—		
18 years of age or over.....	7.00	6.20
Under 18 years.....	5.25	4.65
Part-time labourer.....	4.20	4.00

(b) Casual employee.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class; provided further that, where the employer requires a casual employee to work for a period of not more than 4 consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

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

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

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

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

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

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

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(*a*) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 6.

(*b*) Die maandloon van 'n werknemer is 4½ maal sy weekloon.

(*c*) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(*a*) die werkgewer se naam;
(*b*) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
(*c*) die getal gewone werkure wat die werknemer gewerk het;
(*d*) die getal ure wat die werknemer oortyd gewerk het;
(*e*) die werknemer se loon;
(*f*) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
(*g*) besonderhede van enige bedrag wat afgetrek is;
(*h*) die werklike bedrag wat aan die werknemer betaal word; en
(*i*) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer.

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

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

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

(5) *Kos en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of huisvesting of kos en huisvesting aan te neem nie.

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

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than 1 hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

Provided that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;
(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(*a*) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by 6.

(*b*) The monthly wage of an employee shall be 4½ times his weekly wage.

(*c*) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION.

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in 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 or his number on the pay-roll 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.

(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.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, 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) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

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

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

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

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

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

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

(*a*) in die geval van 'n los werknemer, 8½ op 'n dag;

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

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

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

(i) ses-en-veertig in 'n week; en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, 8½ op 5 dae in enige week en 5 op die oorblywende dag van die week:

Met dien verstande dat—

(i) indien die gewone werkure van 'n werknemer in subklousule (1) (*c*) vermeld, nie meer as 8 op Maandae, Dinsdae en Woensdae is nie, die getal gewone werkure voorgeskryf in paragraaf (*c*) (ii) met hoogstens 'n halfuur op Donderdae en 1 uur op Vrydae oorskry mag word;

(ii) geen werk na 1-uur nm. op meer as 5 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 paragrawe (*b*) (ii), (*c*) (ii) of voorbehoudsbepaling (i) voorgeskryf, die aantal gewone werkure ten aansien van daardie werknemer met hoogstens 15 minute op enige dag en met hoogstens 1 uur in enige week oorskry mag word.

(2) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as 5½ uur aaneen sonder 'n etenspouse van minstens 1 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—

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

(*b*) werktydperke wat onderbreek word deur pouses van minder as 1 uur, uitgesonderd waar voorbehoudsbepaling (*a*) of (*e*) van toepassing is, geag word aaneenlopend te wees;

(*c*) as sodanige pouse langer as 1 uur is, enige tyd wat 1¼ uur te bowe gaan, geag word werktyd te wees;

(*d*) alleenlik 1 sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(*e*) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word.

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

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

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

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

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

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

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

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

(*a*) in the case of a casual employee, 8½ on any day;

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

(i) 24 in any week; and
(ii) 4 on any day;

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

(i) 46 in any week; and
(ii) subject to subparagraph (i) hereof, 8½ on 5 days in any week and 5 on the remaining day of the week:

Provided—

(i) that if the ordinary hours of work of an employee referred to in subclause (1) (*c*) do not exceed 8 on Mondays, Tuesdays and Wednesdays, the number of ordinary hours prescribed in paragraph (*c*) (ii) may be exceeded by not more than ½ hour on Thursdays and 1 hour on Fridays;

(ii) that no work shall be performed after 1 o'clock p.m. on more than 5 days in any week;

(iii) that if an employee is required or permitted to attend to a customer after the completion of the ordinary hours of work prescribed in paragraphs (*b*) (ii), (*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 1 hour in any week.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than 5½ hours continuously without a meal interval of not less than 1 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 ½ 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 1 hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than 1 hour, any period in excess of 1¼ hours shall be deemed to be time worked;

(iv) only 1 such interval during 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, at the request of the employee, be reduced to 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.

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

(5) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortydwerk.

(6) *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, 2 uur op 'n dag;

(*b*) in die geval van 'n deeltydse dameshaarkapper, 6 uur in 'n week;

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

(i) twee uur op 'n dag;

(ii) ses uur in 'n week.

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

(*a*) in die geval van 'n los werknemer, minstens 1½ maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer op enige dag aldus gewerk het;

(*b*) in die geval van enige ander werknemer, minstens 1½ maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer in enige week aldus gewerk het.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van iedere voltooide tydperk van 12 maande diens by hom 14 agtereenvolgende kalenderdae verlof verleen en moet hy so 'n werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens 2 maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is.

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

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalings van subklousule (3) so verleen moet word dat dit begin binne 4 maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van 4 maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik 2 maande na die verstryking van genoemde tydperk van 4 maande;

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

(iii) as 'n statutêre openbare vakansiedag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag, 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 die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne 4 maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens 3 jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié 2 datums.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1), ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benewens ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensstermyn 'n bedrag betaal word van minstens een sesde van die weekloon wat hy onmiddellik voor

(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) *Overtime.*—All time worked by an employee in excess of the number of ordinary hours of work prescribed in subclause (1) shall be overtime.

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

(*a*) in the case of a casual employee, 2 hours on any day;

(*b*) in the case of a part-time ladies' hairdresser, 6 hours in any week;

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

(i) 2 hours on any day;

(ii) 6 hours in any week.

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

(*a*) in the case of a casual employee, 1½ 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, 1½ times his ordinary wage in respect of the total period so worked by such employee in any week.

6. ANNUAL LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him 14 consecutive calendar days' leave, and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in 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 4 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 4 months, the employer shall grant such leave to the employee as from a date not later than 2 months after the expiration of the said period of 4 months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;

(iii) if a 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 4 months after the expiry 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 for a period of not less than 3 years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-sixth of the weekly wage he was receiving

die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—

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

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

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

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in 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 ook te omvat—

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer,

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

(*c*) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van een sodanige opleidingstydperk as diens te eis nie, en word diens geag te begin—

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

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

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

7. SIEKTEVERLOF.

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

(i) gedurende die eerste 36 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as 1 werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydrae, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 36 werkdae in elke tydkring van 36 maande diens aan hom betaal sal word, met dié uitsondering dat, gedurende die eerste 36 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

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

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

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

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

(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 7;

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

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

(*c*) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 months of any one period of such training;

and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 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 1 work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 36 work days in each cycle of 36 months of employment, except that during the first 36 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk vir 'n tydperk van langer as 2 agtereenvolgende kalenderdae, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 36 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen 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 ook te omvat—

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

(*aa*) met verlof ingevolge klousule 6;
(*bb*) op las of versoek van sy werkgewer;
(*cc*) met siekteverlof ingevolge subklousule (1),

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van 1 sodanige opleidingstydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling 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 'n besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat werkonvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werkonvermoë waarvoor geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om op 'n statutêre vakansiedag te werk nie en, behoudens die bepalings van klousule 4 (6), moet hy sy werknemer, uitgesonderd 'n los werknemer, vir die week waarin sodanige openbare vakansiedag val minstens sy weekloon betaal.

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

9. STUKWERK EN KOMMISSIEWERK.

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

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

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

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

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens 1 kalendermaand kennis van

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

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

(3) Where, during the first cycle of 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 expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

(*a*) " employment " shall be deemed to include—

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

(*aa*) on leave in terms of clause 6;
(*bb*) on the instructions or at the request of his employer;
(*cc*) on sick leave in terms of subclause (1), amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 months of any one period of such training, and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

9. PIECE-WORK.

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

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

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

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than

sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer moet alle uniforms, oorpakke of beskermende klere, uitgesonderd dié wat uitsluitend 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 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgewer.

(2) 'n Werkgewer 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.

11. GEREEDSKAP EN TOERUSTING.

'n Werkgewer moet sy werknemer voorsien van alle gereedskap, toerusting en benodigdhede vir die verrigting van die werknemer se werk: Met dien verstande dat hy mag vereis dat 'n gekwalifiseerde dameshaarkapper of 'n gekwalifiseerde manshaarkapper onderskeidelik ondergenoemde gereedskap moet voorsien—

(*a*) Dameshaarkapper—

(i) kamme;
(ii) skêre;
(iii) skeermesse (sonder lemmetjies);
(iv) knippies; en
(v) rollers;

(*b*) Manshaarkapper—

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

12. BEËINDIGING VAN DIENSKONTRAK.

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

(*a*) gedurende die eerste 4 weke diens, minstens 1 werkdag,

(*b*) na die eeste 4 weke diens, minstens 1 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 1 werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 1 week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie.

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

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

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

1 month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

11. TOOLS AND EQUIPMENT.

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

(*a*) Ladies' hairdresser—

(i) combs;
(ii) scissors;
(iii) razors (without blades);
(iv) clips; and
(v) rollers.

(*b*) Men's hairdresser—

(i) combs;
(ii) scissors;
(iii) razors;
(iv) electrical or other clippers; and
(v) neck brushes.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(*a*) during the first 4 weeks of employment, not less than 1 work day's;

(*b*) after the first 4 weeks of employment, not less than 1 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 1 work day's notice, the daily wage which the employee is receiving at the time of such termination;

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

Provided that this shall not effect—

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

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

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

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

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

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

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. 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 die vorm het soos in die Eerste Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

14. VERBOD OP INDIENSNEMING.

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

15. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde dames- of manshaarkapper in die 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 nie meer as 1 ongekwalifiseerde manshaarkapper in diens neem nie, en vir elke gekwalifiseerde dameshaarkapper in sy diens nie meer as 2 ongekwalifiseerde dameshaarkappers nie: Met dien verstande dat by die toepassing van hierdie klousule—

(i) 'n werkgewer of bestuurder wat uitsluitend 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 en gebied voorgeskryf is, as 'n gekwalifiseerde werknemer in sodanige klas beskou mag word;

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

(iv) 'n vakleerling wat sy kontrak ingevolge die Wet op Vakleerlinge, 1944, dien, as 'n ongekwalifiseerde haarkapper gereken kan 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 1 deeltydse dameshaarkapper in diens neem.

(3) Die bepalings van hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing en 'n werkgewer of bestuurder mag nie as 'n gekwalifiseerde werknemer in meer as 1 bedryfsinrigting of in meer as 1 klas beskou word nie.

16. BYWONINGSREGISTER.

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n register verskaf en byhou wat wesenlik die vorm het soos in die Tweede Bylae van hierdie Vasstelling voorgeskryf.

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

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

(*a*) Sy handtekening;

(*b*) hoe laat hy begin werk het;

(*c*) hoe laat elke etens- en ander pouse wat nie as gewone werkure gereken kan word nie, begin en geëindig het;

(*d*) 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 (*b*), (*c*) en (*d*) moet maak en onderteken.

(4) 'n Werkgewer moet die bywoningsregister vir minstens 3 jaar na die datum van die laaste inskrywing daarin bewaar.

(5) Elke inskrywing in die bywoningsregister moet met ink of inkpotlood gedoen word.

(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.

13. CERTIFICATE OF SERVICE.

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the First Schedule to this Determination, showing the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

14. PROHIBITION OF EMPLOYMENT.

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

15. RATIO.

(1) An employer shall not employ an unqualified ladies' hairdresser or men's hairdresser unless he has in his employ a qualified ladies' hairdresser or men's hairdresser, respectively, and for each qualified men's hairdresser in his employ he shall not employ more than 1 unqualified men's hairdresser and for each qualified ladies' hairdresser in his employ he shall not employ more than 2 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 and area may be deemed to be a qualified employee in such class;

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

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

(2) An employer shall not employ a part-time ladies' hairdresser unless he has in his employ a qualified ladies' hairdresser and for each qualified ladies' hairdresser in his employ he shall not employ more than 1 part-time ladies' hairdresser.

(3) The provisions of 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 1 establishment or in more than 1 class.

16. ATTENDANCE REGISTER.

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

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

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

(*a*) his signature;

(*b*) the time he commenced work;

(*c*) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work;

(*d*) the time of finishing work for the day:

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

(4) An employer shall retain such attendance register for a period of not less than 3 years after the date of the last entry therein.

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

EERSTE BYLAE.

Ek/ons(*a*).....
wat die Haarkappersbedryf beoefen te.....
verklaar hierby dat.....
in my/ons(*a*) diens was van die.....dag
van..... 19..... tot die.....dag
van..... 19..... in die hoedanigheid van (*b*)
.....

By diensbeëindiging 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 die beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. dameshaarkapper, manshaarkapper, arbeider.

FIRST SCHEDULE.

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

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

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

Date.....

(*a*) Delete whichever inapplicable.

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

TWEEDE BYLAE.

BYWONINGSREGISTER.

Naam van werknemer. _____ Beroep van werknemer. _____

Jaar_____
Maand_____

Datum.	Dag van week.	Inskrywings wat deur werknemer gedoen moet word.												Opmerkings (as daar is).		
		Handtekening.	Aanvangstyd van werk.	Pouses van diens af.						Hoe laat werk gestaak word.	Langer ure gewerk.		Totale getal ure gewerk.		Deur werknemer.	Deur werkgewer as werknemer afwesig is, die redes vir sy afwesigheid (moet deur werkgewer onderteken word).	Deur inspekteur.
				Begin.	Hervat werk	Begin.	Hervat werk	Begin.	Hervat werk		Begin.	Tot.	Elke dag.	Elke week.			
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Opmerking.—Onder die opskrifte „ Begin" en „ Hervat werk " in die kolomme wat op „ Pouses van diens af " betrekking het, voeg in hoe laat die pouse begin en hoe laat werk hervat is. Dit word beskou dat 'n werknemer gedurende 'n pouse waarin hy nie toegelaat is om die bedryfsinrigting te verlaat nie, daardie hele pouse gewerk het. Pouses wat as gewone werkure gereken word, hoef nie aangeteken te word nie bv. ruspouses [vergelyk klousule 5 (3)].

SECOND SCHEDULE.

ATTENDANCE REGISTER.

Name of employee. Occupation of employee.

Year.....
Month.....

Date.	Day of week.	Entries to be made by employee. Signature.	Time of commencing work.	Intervals off work. Off.	On.	Off.	On.	Off.	On.	Time of finishing work.	Excess hours worked. On.	Off.	Total No. of hours worked. Each day.	Each week.	Remarks (if any). By employee.	By employer, if employee absent. Reasons for his absence (to be signed by employer).	By inspector.
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Note.—Under headings " Off " and " On " in columns referring to " intervals " insert time interval commences and time work resumed. As employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval. Intervals which are reckonable as ordinary hours of work need not be recorded, e.g., rest intervals [see clause 5 (3)].

INHOUD.

CONTENTS.

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