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31 JULY

[No. 864.]

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1143.] [31 Julie 1964.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 252.

VERVERSINGSBEDRYF, KLEINER DORPE.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling, wat in die Bylae hiervan verskyn ten opsigte van die Verversingsbedryf gemaak het en die 24ste dag van Augustus 1964 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.**1. GEBIED EN OMVANG VAN DIE VASSTELLING.**

Hierdie Vasstelling is van toepassing op alle werknemers in die verversingsbedryf en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaaprovinsie.—Die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, George, Gordonsbaai, Graaff-Reinet, Grahamstad, Hermanus, King William's Town, Knysna, Kokstad, Kuilsrivier, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mosselbaai, Oudtshoorn, Paarl, Queenstown, Riversdal, Robertson, Somerset-Oos, Somerset-Wes, Stellenbosch, Strand, Swellendam, Uitenhage, Umtata, Upington, Vryburg, Wellington en Worcester;

Natal.—Die munisipale gebiede of dorpsbestuursgebiede, na gelang van die geval, van Dundee, Estcourt, Glencoe, Ladysmith, Newcastle en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede of dorpsbestuursgebiede, na gelang van die geval, van Bethlehem, Ficksburg, Harrismith, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal en Virginia;

Transvaal.—Die munisipale gebiede, dorpsraadgebiede, gesondheidskomiteegebiede of plaaslike gebiedskomiteegebiede van die Gesondheidsraad vir Buitestedelike Gebiede, na gelang van die geval, van Barberton, Bethal, Brits, Carletonville, Christiana, Ermelo, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Tzaneen, Volksrust, Vanderbijlpark, Vereeniging, Waterval-Boven, Witbank en Zeerust.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1143.] [31 July 1964.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 252.

CATERING TRADE, SMALLER TOWNS.

By direction of the Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Catering Trade and has fixed the the 24th day of August, 1964, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.**1. AREA AND SCOPE OF DETERMINATION.**

This Determination shall apply to all employees in the catering trade and to the employers of such employees in the following areas—

Cape Province.—The municipal areas of Aliwal North, Beaufort West, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, George, Gordons Bay, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kokstad, Kuils River, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Umtata, Upington, Vryburg, Wellington and Worcester;

Natal.—The municipal areas or town board areas, as the case may be, of Dundee, Estcourt, Glencoe, Ladysmith, Newcastle and Vryheid;

Orange Free State.—The municipal areas or village management board areas, as the case may be, of Bethlehem, Ficksburg, Harrismith, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal and Virginia;

Transvaal.—The municipal areas, town board areas, health committee areas or local area committee areas of the Peri-Urban Areas Health Board, as the case may be, of Barberton, Bethal, Brits, Carletonville, Christiana, Ermelo, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Tzaneen, Volksrust, Vanderbijlpark, Vereeniging, Waterval-Boven, Witbank and Zeerust.

2. WOORDOMSKRYWINGS.

(1) Tensy uit die samehang anders blyk, het iedere uitdrukking wat in hierdie Vaststelling gebruik en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensy strydig met die samehang, beteken—

- (i) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig—
 - (1) water of melk kook;
 - (2) persele, voertuie, of gerei, meubels, groente, vis, pluimvee of ander artikels skoonmaak;
 - (3) goedere, eetware of ander artikels dra, verskuif of opstapel, maar uitgesonderd etes of verversings na klante dra;
 - (4) pluimvee pluk of groente of vrugte afskil of opsny;
 - (5) vure maak of aan die brand hou of vuilgoed of as verwyder; (xxxiv)
- (ii) „besteller” ’n werknemer wat boodskappe, briewe of goedere te voet of met behulp van ’n fiets, driewieler of ’n ander met die hand of voet aangedrewe voertuig aflewering of oorbring en wat by k.b.a.-verkope die kontant mag insamel; (xxii)
- (iii) „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xxvii)
- (iv) „dag” die tydperk van vier-en-twintig uur bereken vanaf die tyd waarop die werknemer begin werk; (xxi)
- (v) „deeltydse bestuurder van ’n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in enige week ’n motorvoertuig altesaam hoogstens drie uur op so ’n dag bestuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in beheer oor die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxxvi)
- (vi) „deeltydse werknemer” ’n kroegman, wynkelner, klerk, toonbankbediende of kelnier wat as sodanig by die week of maand vir hoogstens vier-en-twintig gewone werkure per week in diens is; (xxxvii)
- (vii) „Distrik A” die gebiede Carletonville, Despatch, Klerksdorp, Orkney, Sasolburg, Stilfontein, Uitenhage, Vanderbijlpark en Vereeniging, soos in klousule 1 beskryf; (xxiii)
- (viii) „Distrik B” die gebiede Bethlehem, George, Graaff-Reinet, Grahamstad, King William’s Town, Kroonstad, Odendaalsrus, Oudtshoorn, Paarl, Pietersburg, Potchefstroom, Queenstown, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Witbank en Worcester, soos in Klousule 1 beskryf; (xxiv)
- (ix) „Distrik C” die gebiede Aliwal-Noord, Barberton, Beaufort-Wes, Bethal, Brits, Burgersdorp, Cradock, De Aar, Dundee, Ermelo, Estcourt, Ficksburg, Harrismith, Heidelberg, Hermanus, Knysna, Kuilsrivier, Kuruman, Ladysmith, Lichtenburg, Middelburg (Kaa), Middelburg (Transvaal), Mosselbaai, Nelspruit, Newcastle, Parys, Potgietersrus, Standerton, Umtata, Upington, Volksrust, Vryburg, Vryheid en Wellington, soos in Klousule 1 beskryf; (xxv)
- (x) „Distrik D” al die gebiede in Klousule 1 beskryf en nie in die omskrywing van „Distrik A”, „Distrik B” en „Distrik C” vermeld nie; (xxvi)
- (xi) „eie gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielige motorvoertuig die eie gewig as hoogstens 1,000 pond geag word; (xl)
- (xii) „Gebied A” die gebiede Carletonville, Despatch, Klerksdorp, Orkney, Paarl, Sasolburg, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Uitenhage, Vanderbijlpark, Vereeniging en Worcester, soos in Klousule 1 beskryf; (ii)
- (xiii) „Gebied B” die gebiede Kroonstad, Potchefstroom, Wellington en Witbank, soos in Klousule 1 beskryf; (ii)
- (xiv) „Gebied C” die gebiede Caledon, Ceres, George, Gordonsbaai, Hermanus, Knysna, Kuilsrivier, Malmesbury, Montagu, Mosselbaai, Odendaalsrus, Oudtshoorn, Riversdal, Robertson, Swellendam en Virginia, soos in Klousule 1 beskryf; (iii)

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) “Area A” means the areas of Carletonville, Despatch, Klerksdorp, Orkney, Paarl, Sasolburg, Somerset West, Stellenbosch, Stilfontein, Strand, Uitenhage, Vanderbijlpark, Vereeniging and Worcester as described in clause 1; (xii)
- (ii) “Area B” means the areas of Kroonstad, Potchefstroom, Wellington and Witbank as described in clause 1; (xiii)
- (iii) “Area C” means the areas of Caledon, Ceres, George, Gordons Bay, Hermanus, Knysna, Kuils River, Malmesbury, Montagu, Mossel Bay, Odendaalsrus, Oudtshoorn, Riversdale, Robertson, Swellendam and Virginia as described in clause 1; (xiv)
- (iv) “Area D” means the areas of Beaufort West, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Graaff-Reinet, Grahamstown, Harrismith, Heidelberg, King William’s Town, Ladysmith, Lichtenburg, Middelburg (Cape), Middelburg (Transvaal), Nelspruit, Newcastle, Parys, Pietersburg, Queenstown, Rustenburg, Standerton, Upington, Volksrust and Vryburg as described in clause 1; (xv)
- (v) “Area E” means the areas of Aliwal North, Barberton, Burgersdorp, Dundee, Estcourt, Ficksburg, Glencoe, Kuruman, Lydenburg, Mafeking, Nylstroom, Potgietersrus, Senekal, Somerset East, Tzaneen and Vryheid as described in clause 1; (xvi)
- (vi) “Area F” means the areas of Christiana, Groblersdal, Kokstad, Ladybrand, Louis Trichardt, Piet Retief, Umtata, Waterval-Boven and Zeerust as described in clause 1; (xvii)
- (vii) “barman” means an employee who is engaged in supplying liquor to a waiter or wine steward for customers; (xxviii)
- (viii) “barman, qualified,” means a barman who has had not less than four years’ experience; (xxix)
- (ix) “barman, unqualified,” means a barman who has had less than four years’ experience; (xxx)
- (x) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (xxxii)
- (xi) “catering trade” means the trade in which employers and employees are associated for the purpose of providing meals or refreshments, whether liquid or otherwise, or both meals and such refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air and includes such activities carried on in one or more of the following classes of premises: namely premises—
 - (a) which are used as public restaurants, cafés or tea-rooms;
 - (b) from which meals or non-alcoholic drinks or both meals and such drinks are supplied;
 - (c) in which aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;
 - (d) in which or from which the above-mentioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;
 and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1928, held by such employers, but it does not include hotels, establishments trading exclusively under a wine and malt liquor licence, boarding-houses or any establishment in respect of which a Native eating-house licence is required or any establishment which caters solely for the supply of meals or refreshments to non-Europeans; (xli)
- (xii) “clerk” means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work; (xxii)
- (xiii) “clerk, qualified,” means a clerk who has had not less than four years’ experience; (xxiii)
- (xiv) “clerk, unqualified,” means a clerk who has had less than four years’ experience; (xxiv)

- (xv) „Gebied D” die gebiede Beaufort-Wes, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Graaff-Reinet, Grahamstad, Harrismith, Heidelberg, King William's Town, Ladysmith, Lichtenburg, Middelburg (Kaap), Middelburg (Transvaal), Nelspruit, Newcastle, Parys, Pietersburg, Queenstown, Rustenburg, Standerton, Upington, Volksrust en Vryburg, soos in Klousule 1 beskryf; (iv)
- (xvi) „Gebied E” die gebiede Aliwal-Noord, Barberton, Burgersdorp, Dundee, Estcourt, Ficksburg, Glencoe, Kuruman, Lydenburg, Mafeking, Nylstroom, Potgietersrus, Senekal, Somerset-Oos, Tzaneen en Vryheid, soos in Klousule 1 beskryf; (v)
- (xvii) „Gebied F” die gebiede Christiana, Groblersdal, Kokstad, Ladybrand, Louis Trichardt, Piet Retief, Umtata, Waterval-Boven en Zeerust, soos in Klousule 1 beskryf; (vi)
- (xviii) „inrigting” iedere perseel waarop of in verband waarmee een of meer werknemers in die verversingsbedryf in diens is; (xxix)
- (xix) „kelner” ’n werknemer, uitgesonderd ’n toonbankbediende of ’n wynkelner, wat klante met etes of verversings bedien en wat vir ’n bestelling deur hom gewerf, geneem of uitgevoer die betaling mag ontvang, eetgerei of breekgoed mag kontroleer of tafels mag dek of afdek; (xlii)
- (xx) „kelner, gekwalifiseerd.” ’n kelner met minstens twaalf maande ondervinding; (xlii)
- (xxi) „kelner, ongekwalifiseerd.” ’n kelner met minder as twaalf maande ondervinding; (xlii)
- (xxii) „klerk” ’n werknemer wat skryf-, tik- of lisseerwerk verrig, ’n reken- of ponskaartmasjien bedien of enige ander soort klerklike werk doen, en omvat dit ook ’n kassier en ’n skakelbordtelefonis maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk ’n deel van so ’n werknemer se werk; (xii)
- (xxiii) „klerk, gekwalifiseerd.” ’n klerk met minstens vier jaar ondervinding; (xiii)
- (xxiv) „klerk, ongekwalifiseerd.” ’n klerk met minder as vier jaar ondervinding; (xiv)
- (xxv) „kok” ’n werknemer, uitgesonderd ’n roosterbediende, wat voedsel toeberei of kook; (xv)
- (xxvi) „kok, gekwalifiseerd.” ’n kok met minstens agtien maande ondervinding; (xvi)
- (xxvii) „kok, ongekwalifiseerd.” ’n kok met minder as agtien maande ondervinding; (xvii)
- (xxviii) „kroegman” ’n werknemer wat aan ’n kelner of wynkelner sterk drank vir klante verskaf; (vii)
- (xxix) „kroegman, gekwalifiseerd.” ’n kroegman met minstens vier jaar ondervinding; (viii)
- (xxx) „kroegman, ongekwalifiseerd.” ’n kroegman met minder as vier jaar ondervinding; (ix)
- (xxxi) „loon” die geldbedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat as ’n werkgewer sy werknemer ten opsigte van sodanige werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xli)
- (xxxii) „los werknemer” ’n werknemer wat by dieselfde werkgewer hoogstens drie dae in enige week in diens is; (x)
- (xxxiii) „motorvoertuig” ’n kragaangedrewe voertuig wat vir die vervoer van goedere gebruik word en omvat dit ook ’n voorhaker en ’n trekker; (xxv)
- (xxxiv) „noodwerk” alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim gedoen moet word; (xxviii)
- (xxxv) „ondervinding” met betrekking tot—
- ’n klerk, die totale tydperk of tydperke diens wat ’n werknemer as klerk in enige bedryf of in diens van die Staat gehad het;
 - ’n toonbankbediende, die totale tydperk of tydperke diens wat ’n werknemer as toonbankbediende in die voedseldistribusiebedryf of in die verversingsbedryf gehad het;
 - ’n kok of ’n kelner, die totale tydperk of tydperke diens wat ’n werknemer onderskeidelik as kok of kelner in ’n hotel of ’n losieshuis of in die verversingsbedryf gehad het;
- (xv) „cook” means an employee, other than a grill-hand, who is engaged in the preparation or cooking of food; (xxv)
- (xvi) „cook, qualified,” means a cook who has had not less than eighteen months’ experience; (xxvi)
- (xvii) „cook, unqualified,” means a cook who has had less than eighteen months’ experience; (xxvii)
- (xviii) „counterhand” means an employee who is engaged at a counter in selling meals or refreshments other than liquor, and who may receive cash therefor, and for the purpose of this definition the expression “counter” includes a soda fountain and a milk bar; (xli)
- (xix) „counterhand, qualified,” means a counterhand who has had not less than twelve months’ experience; (xlii)
- (xx) „counterhand, unqualified,” means a counterhand who has had less than twelve months’ experience; (xlii)
- (xxi) „day” means the period of twenty-four hours calculated from the time the employee commences work; (iv)
- (xxii) „delivery employee” means an employee who is engaged in delivering or conveying messages, letters or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle and who may collect cash in the case of c.o.d. sales; (ii)
- (xxiii) „District A” means the areas of Carletonville, Despatch, Klerksdorp, Orkney, Sasolburg, Stilfontein, Uitenhage, Vanderbijlpark and Vereeniging as described in clause 1; (vii)
- (xxiv) „District B” means the areas of Bethlehem, George, Graaff-Reinet, Grahamstown, King William's Town, Kroonstad, Odendaalsrus, Oudtshoorn, Paarl, Pietersburg, Potchefstroom, Queenstown, Rustenburg, Somerset West, Stellenbosch, Strand, Virginia, Witbank and Worcester as described in clause 1; (viii)
- (xxv) „District C” means the areas of Aliwal North, Barberton, Beaufort West, Bethal, Brits, Burgersdorp, Cradock, De Aar, Dundee, Ermelo, Estcourt, Ficksburg, Harrismith, Heidelberg, Hermanus, Knysna, Kuils River, Kuruman, Ladysmith, Lichtenburg, Middelburg (Cape), Middelburg (Transvaal), Mossel Bay, Nelspruit, Newcastle, Parys, Potgietersrus, Standerton, Umtata, Upington, Volksrust, Vryburg, Vryheid and Wellington as described in clause 1; (ix)
- (xxvi) „District D” means all the areas described in clause 1 and not mentioned in the definitions of “District A”, “District B” and “District C”; (x)
- (xxvii) „driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (iii)
- (xxviii) „emergency work” means any work which, owing to any unforeseen circumstance, such as a fire, storm, accident, epidemic, act of violence or theft, must be done without delay; (xxxiv)
- (xxix) „establishment” means any premises in or in connection with which one or more employees are employed in the catering trade; (xviii)
- (xxx) „experience” means in relation to—
- a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
 - a counterhand, the total period or periods of employment which an employee has had as a counterhand in the food distributive trade or in the catering trade;
 - a cook or waiter, the total period or periods of employment which an employee has had as a cook or a waiter, respectively, in an hotel or a boarding-house or in the catering trade;
 - a barman or wine steward, the total period or periods of employment which an employee has had as a barman or wine steward, respectively, in any branch of the liquor trade or in the catering trade;
 - a grill-hand, the total period or periods of employment which an employee has had as a grill-hand in the catering trade; (xxxv)
- (xxxi) „grill-hand” means an employee who is engaged in making grills, frying fish and chipped potatoes, cooking eggs, making hamburgers or hot dogs or making or cooking any other similar foodstuff in the preparation of which an open grill is used or in making salads or toast or soup, tea or other similar beverages or toasted or other sandwiches; (xxxvi)

- (d) 'n kroegman of 'n wynkelner, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as kroegman of wynkelner in enige vertakking van die drankbedryf of in die verversingsbedryf gehad het;
- (e) 'n roosterbediende, die totale tydperk of tydperke diens wat 'n werknemer as roosterbediende in die verversingsbedryf gehad het; (xxx)
- (xxxvi) „roosterbediende” 'n werknemer wat geroosterde etes maak, vis en aartappelskyfies braai, eiers gaarmaak, frikadel- of worsbroodjies maak of enige ander soortgelyke voedsel maak of gaarmaak by die voorbereiding waarvan 'n oop rooster gebruik word, of wat slaai of roosterbrood, of sop, tee of ander dergelyke drankte of geroosterde of ander toebroodjies maak; (xxx)
- (xxxvii) „roosterbediende, gekwalifiseerd,” 'n roosterbediende met minstens ses maande ondervinding; (xxxii)
- (xxxviii) „roosterbediende, ongekwalifiseerd,” 'n roosterbediende met minder as ses maande ondervinding; (xxxiii)
- (xxxix) „senior besturende, professionele of administratiewe werknemer” 'n werknemer wat deur sy werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xxxviii)
- (xl) „spreiding” die tydperk op enige dag vanaf die tyd waarop 'n werknemer begin werk tot wanneer hy op daardie dag ophou werk; (xxxix)
- (xli) „toonbankbediende” 'n werknemer wat aan 'n toonbank etes of verversings, uitgesonderd sterk drank, verkoop en wat die kontant daarvoor in ontvangs mag neem, en vir die doel van hierdie woordskrywing omvat die woord „toonbank” ook 'n bruisbron en 'n melksalon; (xviii)
- (xlii) „toonbankbediende, gekwalifiseerd,” 'n toonbankbediende met minstens twaalf maande ondervinding; (xix)
- (xliii) „toonbankbediende, ongekwalifiseerd,” 'n toonbankbediende met minder as twaalf maande ondervinding; (xx)
- (xliv) „verversingsbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om etes of verversings, hetsy in die vorm van vloestowwe of in ander vorms of beide etes en sodanige verversings te verskaf in of vanuit enige inrigting, hetsy permanent, tydelik, binnens- of buitenshuis, en sluit sodanige bedrywighede in wat in een of meer van ondergenoemde klasse persele uitgeoefen word, naamlik persele—
- (a) wat as openbare restaurants, kafees of teekamers gebruik word;
- (b) vanwaar etes of nie-alkoholiese drankte of beide etes en sodanige drankte verskaf word;
- (c) waarin spuit- of mineraalwaterdranke in drinkglase of ander houers vir verbruik op die perseel verskaf word;
- (d) waarin of vanwaar bogenoemde bedrywighede uitgeoefen word in, of in verband met, enige teater, bioskoop, bioskoopteekamer of enige ander onthaal of funksie;
- en sluit ook in die verskaffing van sterk drank in al sulke inrigtings of op al sulke persele ooreenkomstig 'n dranklisensie wat ingevolge die Drankwet, 1928, deur sulke werkgewers gehou word, maar dit sluit nie hotelle, inrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf, losieshuise of enige inrigting waarvoor 'n Naturelle-eethuislisensie vereis word of enige inrigting wat uitsluitlik etes of verversings aan nie-Blankes verskaf, in nie; (xi)
- (xlv) „wag” 'n werknemer wat persele of ander eiendom of goedere bewaak; (xlv)
- (xlvii) „wynkelner” 'n werknemer wat klante met sterk drank bedien en wat betaling mag ontvang vir 'n bestelling wat hy geneem of uitgevoer het; (xlvii)
- (xlviii) „wynkelner, gekwalifiseerd,” 'n wynkelner met minstens twaalf maande ondervinding; (xlvii)
- (xlviii) „wynkelner, ongekwalifiseerd,” 'n wynkelner met minder as twaalf maande ondervinding. (xlviii)
- (2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.
- (xxxii) “grill-hand, qualified,” means a grill-hand who has had not less than six months' experience; (xxxvii)
- (xxxiii) “grill-hand, unqualified,” means a grill-hand who has had less than six months' experience; (xxxviii)
- (xxxiv) “labourer” means an employee who is engaged in any one or more of the following activities:—
- (1) Boiling milk or water;
 - (2) cleaning premises, vehicles or utensils, furniture, vegetables, fish, poultry or other articles;
 - (3) carrying, moving or stacking goods, foodstuffs or other articles, but excluding the carrying of meals or refreshments to customers;
 - (4) plucking poultry or peeling or paring vegetables or fruit;
 - (5) making or maintaining fires or removing refuse or ashes; (i)
- (xxxv) “motor vehicle” means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor; (xxxiii)
- (xxxvi) “part-time driver of a motor vehicle” means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (v)
- (xxxvii) “part-time employee” means a barman, wine steward, clerk, counterhand or waiter who is employed as such by the week or month for not more than twenty-four ordinary hours of work per week; (vi)
- (xxxviii) “senior managerial, professional or administrative employee” means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of the establishment; (xxxix)
- (xxxix) “spreadover” means the period in any day from the time and employee commences work until he ceases work for that day; (xi)
- (xl) “unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor vehicle the unladen weight shall be deemed not to exceed 1,000 lb.; (xi)
- (xli) “wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; (xxx)
- (xlii) “waiter” means an employee, other than a counterhand or a wine steward, who is engaged in serving meals or refreshments to customers and who may receive payment for any order canvassed, taken or executed by him, check cutlery or crockery or set or clear tables; (xix)
- (xliii) “waiter, qualified,” means a waiter who has had not less than twelve months' experience; (xx)
- (xliv) “waiter, unqualified,” means a waiter who has had less than twelve months' experience; (xxi)
- (xlv) “watchman” means an employee who is engaged in guarding premises or other property or goods; (xlv)
- (xlvi) “wine steward” means an employee who serves liquor to customers and who may receive payment for any order taken or executed by him; (xlvii)
- (xlvii) “wine steward, qualified,” means a wine steward who has had not less than twelve months' experience; (xlvii)
- (xlviii) “wine steward, unqualified,” means a wine steward who has had less than twelve months' experience. (xlviii)
- (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. BELONING.

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

(a) *Werknemers uitgesonderd los werknemers en deeltidse werknemers*—

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 and part-time employees*—

	In Distrik A.	In Distrik B.	In Distrik C.	In Distrik D.
	Per week. R	Per week. R	Per week. R	Per week. R
Kroegman, gekwalifiseerd.....	20.00	20.00	18.00	18.00
Kroegman, ongekwalifiseerd—				
Gedurende die eerste jaar ondervinding.....	8.00	8.00	7.00	7.00
Gedurende die tweede jaar ondervinding.....	11.00	11.00	10.00	10.00
Gedurende die derde jaar ondervinding.....	14.00	14.00	13.00	13.00
Gedurende die vierde jaar ondervinding.....	17.00	17.00	16.00	16.00
Klerk, gekwalifiseerd.....	14.00	12.50	11.50	10.50
Klerk, ongekwalifiseerd—				
Gedurende die eerste jaar ondervinding.....	7.50	7.00	7.00	7.00
Gedurende die tweede jaar ondervinding.....	9.25	8.50	8.20	8.00
Gedurende die derde jaar ondervinding.....	10.75	9.75	9.30	8.75
Gedurende die vierde jaar ondervinding.....	12.50	11.25	10.40	9.50
Kok, gekwalifiseerd.....	10.00	9.50	9.00	8.50
Kok, ongekwalifiseerd—				
Gedurende die eerste ses maande ondervinding.....	6.00	5.75	5.50	5.25
Gedurende die tweede ses maande ondervinding.....	7.50	7.25	6.75	6.50
Gedurende die derde ses maande ondervinding.....	9.00	8.50	8.00	7.50
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—				
(i) hoogstens 1,000 lb. is.....	9.00	8.50	8.25	8.00
(ii) oor 1,000 lb. is.....	12.90	12.00	11.00	10.00
Deeltidse bestuurder van 'n motorvoertuig.....	9.00	8.50	8.25	8.00
Kelner, man.....				
Wynkelner.....	9.00	8.75	7.75	7.25
Toonbankbediende.....				
Kelner, man.....				
Wynkelner.....				
Toonbankbediende.....				
Gedurende die eerste ses maande ondervinding.....				
Gedurende die tweede ses maande ondervinding.....	6.00	5.50	4.75	4.40
Gedurende die tweede ses maande ondervinding.....	7.50	7.25	6.25	5.90
Kelner, vrou, gekwalifiseerd.....	8.00	7.75	7.25	6.75
Kelner, vrou, ongekwalifiseerd—				
Gedurende die eerste ses maande ondervinding.....	6.00	5.50	4.75	4.40
Gedurende die tweede ses maande ondervinding.....	7.00	6.65	6.00	5.60

	In District A.	In District B.	In District C.	In District D.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R
Barman, qualified.....	20.00	20.00	18.00	18.00
Barman, unqualified—				
During the first year of experience.....	8.00	8.00	7.00	7.00
During the second year of experience.....	11.00	11.00	10.00	10.00
During the third year of experience.....	14.00	14.00	13.00	13.00
During the fourth year of experience.....	17.00	17.00	16.00	16.00
Clerk, qualified.....	14.00	12.50	11.50	10.50
Clerk, unqualified—				
During the first year of experience.....	7.50	7.00	7.00	7.00
During the second year of experience.....	9.25	8.50	8.20	8.00
During the third year of experience.....	10.75	9.75	9.30	8.75
During the fourth year of experience.....	12.50	11.25	10.40	9.50
Cook, qualified.....	10.00	9.50	9.00	8.50
Cook, unqualified—				
During the first six months of experience.....	6.00	5.75	5.50	5.25
During the second six months of experience.....	7.50	7.25	6.75	6.50
During the third six months of experience.....	9.00	8.50	8.00	7.50
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—				
(i) does not exceed 1,000 lb.....	9.00	8.50	8.25	8.00
(ii) exceeds 1,000 lb.....	12.90	12.00	11.00	10.00
Part-time driver of a motor vehicle.....	9.00	8.50	8.25	8.00
Waiter, male.....				
Wine steward.....	9.00	8.75	7.75	7.25
Counterhand.....				
Waiter, male.....				
Wine steward.....				
Counterhand.....				
During the first six months of experience.....				
During the second six months of experience.....	6.00	5.50	4.75	4.40
During the second six months of experience.....	7.50	7.25	6.25	5.90
Waiter, female, qualified.....	8.00	7.75	7.25	6.75
Waiter, female, unqualified—				
During the first six months of experience.....	6.00	5.50	4.75	4.40
During the second six months of experience.....	7.00	6.65	6.00	5.60

(ii)

	In gebied A.	In gebied B.	In gebied C.	In gebied D.	In Gebied E.		In Gebied F.	
					Gedurende die eerste twaalf maande na hierdie vasstelling bindend word.	Daarna.	Gedurende die eerste twaalf maande na hierdie vasstelling 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
Arbeider, man—								
Agtien jaar oud of ouer.....	6.00	5.50	5.25	4.75	4.10	4.40	4.00	4.25
Onder agtien jaar-oud.....	4.50	4.10	3.95	3.55	3.10	3.40	3.00	3.20
Arbeider, vrou.....	4.80	4.40	4.20	3.80	3.30	3.60	3.20	3.40
Besteller.....	6.25	5.75	5.50	5.00	4.35	4.65	4.25	4.50
Roosterbediende, gekwalifiseerd.....	7.10	6.60	6.35	5.85	5.20	5.50	5.10	5.35
Roosterbediende, ongekwalifiseerd.....	6.00	5.50	5.25	4.75	4.10	4.40	4.00	4.25
Wag.....	6.50	6.00	5.75	5.25	4.60	4.90	4.50	4.75
Werknemers wat in hierdie subklousule nie uitdruklik vermeld word nie.....	6.50	6.00	5.75	5.25	4.60	4.90	4.50	4.75

	In Area A.	In Area B.	In Area C.	In Area D.	In Area E.		In Area F.	
					During the first twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	Thereafter.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R
Labourer, male—								
Eighteen years of age or over.....	6.00	5.50	5.25	4.75	4.10	4.40	4.00	4.25
Under eighteen years of age.....	4.50	4.10	3.95	3.55	3.10	3.40	3.00	3.20
Labourer, female.....	4.80	4.40	4.20	3.80	3.30	3.60	3.20	3.40
Delivery employee.....	6.25	5.75	5.50	5.00	4.35	4.65	4.25	4.50
Grill-hand, qualified.....	7.10	6.60	6.35	5.85	5.20	5.50	5.10	5.35
Grill-hand, unqualified.....	6.00	5.50	5.25	4.75	4.10	4.40	4.00	4.25
Watchman.....	6.50	6.00	5.75	5.25	4.60	4.90	4.50	4.75
Employees not specifically mentioned in this sub-clause.....	6.50	6.00	5.75	5.25	4.60	4.90	4.50	4.75

(b) *Los werknemers.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-tyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgever vereis dat sy los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgever vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met hoogstens veertig persent verminder mag word.

(c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens sestig persent betaal word van die voorgeskrewe loon vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding.

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

(3) *Differensiële loon.*—'n Werkgever wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—

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

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

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal—

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

(ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bo die loon wat die werknemer vir sy gewone werk ontvang het:

(b) *Casual employees.*—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 and provided further that, 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 forty per cent.

(c) *Part-time employees.*—A part-time employee shall be paid not less than sixty per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.

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

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

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

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

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

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

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

Met dien verstande—

- (i) dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy 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 te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.
- (4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur ses.
- (b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal van die gewone weeklikse werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

4. BETALING VAN BELONING.

(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 op die dag waarop die inligting so 'n werknemer gewoonlik betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied en sodanige bedrag moet in 'n koevert of houer wees waarop aangegee word of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer in 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) die besonderhede omtrent enige ander beloning ter sake van die werknemer se diens;
- (g) die besonderhede omtrent enige bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en
- (i) die tydperk waarvoor die betaling geskied;

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

(2) *Los werknemers.*—'n Werkgewer moet die beloning wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens aan hom in kontant 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 vereis dat sy werknemer van hom of van enige winkel, plek of persoon deur hom aangewys goedere koop nie.

(5) *Kos en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

(6) *Aftrakkings.*—'n Werkgewer mag sy werknemer geen boetes ople of bedrae van sy werknemer se beloning aftrek nie: Met dien verstande dat hy die volgende kan aftrek—

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- 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 uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om etes, kos of inwoning van sy werkgewer aan te neem 'n bedrag hoogstens gelyk aan onderstaande bedrae—
- (i) 'n Ander werknemer as 'n wag, 'n roosterbediende, 'n besteller of 'n arbeider—

	Per week.	Per maand.
Kos.....	R1.20	R5.20
Inwoning.....	R0.20	R0.87
Etes.....	10 sent per ete	

Met dien verstande dat die bedrag wat 'n werkgewer van die loon van sodanige werknemer ten opsigte van etes mag aftrek hoogstens 20 sent per dag, R1.20 per week of R5.20 per maand is;

Provided—

- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by six.
- (b) The monthly wage of an employee shall be four and a third times his weekly wage.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

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 on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name 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 Employees.*—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 Natives (Urban Areas) Consolidation Act, 1945, an employer shall not require his employees to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept meals, board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—
- (i) An employee other than a watchman, grill-hand, delivery employee or labourer—

	Per Week.	Per Month.
Board.....	R1.20	R5.20
Lodging.....	R0.20	R0.87
Meals.....	10 cents per meal:	

Provide: that the amount which an employer may deduct from the wage of such employee in respect of meals shall not exceed 20 cents per day, R1.20 per week or R5.20 per month;

(ii) 'n Wag. roosterbediende, besteller of arbeider—

	Per week.	Per maand.
Kos.....	R0 60	R2 60
Inwoning.....	R0 20	R0 87
Etes.....	4 sent per ete	

Met dien verstande dat die bedrag wat 'n werkgewer van die loon van sodanige werknemer ten opsigte van etes mag aftrek hoogstens R0 60 per week of R2 60 per maand is;

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

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

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

- (a) in die geval van 'n roosterbediende, 'n besteller en 'n arbeider—
- agt-en-veertig in 'n week;
 - agt op ses dae in enige week of vyf en 'n half op een dag in enige week en agt en 'n half op vyf dae in sodanige week;
- (b) in die geval van 'n deeltydse werknemer—
- vier-en-twintig in 'n week;
 - vier op 'n dag;
- (c) in die geval van 'n los werknemer, agt op 'n dag;
- (d) in die geval van iedere ander werknemer—
- ses-en-veertig in 'n week;
 - vyf en een sesde op een dag in enige week en agt en een sesde op vyf dae in sodanige week.

(2) *Getal werkdae.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer op meer as ses dae in 'n week werk nie.

(3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin sodanige werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortyd te vorm nie: Met dien verstande dat sodanige pouse tot uiters 'n halfuur verminder mag word indien 'n ete aan die werknemer op sy werkgewer se perseel verskaf word.

(4) *Oortyd.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousule (1) voorgeskryf, gewerk het, is oortyd.

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

- (a) in die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van 'n arbeider of 'n besteller, ses uur in 'n week en drie uur op 'n dag;
- (c) in die geval van iedere ander werknemer—
- dertig uur in 'n jaar;
 - ses uur in 'n week;
 - drie uur op 'n dag;

Met dien verstande dat gedurende die tydperk een tot vier-en-twintig Desember die oortydbeperkings in hierdie subklousule bepaal met hoogstens vyftien uur oorskry mag word maar dan s6 dat die daaglikse beperkings nie oorskry word nie.

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

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

(7) *Spreiding.*—Die gewone werkure en alle oortydwerk van 'n werknemer moet voltooi word en alle etenspouses inbegryp word binne 'n spreiding van hoogstens—

- (a) in die geval van 'n roosterbediende en 'n arbeider, dertien opeenvolgende ure;
- (b) in die geval van 'n deeltydse werknemer, vier en 'n half opeenvolgende ure;
- (c) in die geval van iedere ander werknemer, twaalf opeenvolgende ure: Met dien verstande dat vereis of toegelaat kan word dat een uit elke twee of gedeelte van twee kelners binne 'n spreiding van dertien uur werk op hoogstens twee dae in enige week.

(8) 'n Werkgewer mag nie vereis of toelaat dat 'n vroulike werknemer van onder die ouderdom van agtien jaar ná 6.30 nm. werk nie.

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n beloning teen 'n tarief van minstens R140 per maand ontvang, of vir 'n wag nie.

(b) Die bepalinge van subklousules (2), (3), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(ii) A watchman grill-hand, delivery employee or labourer—

	Per Week.	Per Month.
Board.....	R0 60	R2 60
Lodging.....	R0 20	R0 87
Meals.....	4 cents per meal:	

Provided that the amount which an employer may deduct from the wage of such employee in respect of meals shall not exceed R0 60 per week or R2 60 per month;

- (e) with the written consent of an employee a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

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

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

- (a) in the case of a grill-hand, a delivery employee and a labourer—
- forty-eight in any week;
 - eight on six days in any week or five and a half on one day in any week and eight and a half on five days in such week;
- (b) in the case of a part-time employee—
- twenty-four in any week;
 - four on any day;
- (c) in the case of a casual employee, eight on any day;
- (d) in the case of every other employee—
- forty-six in any week;
 - five and one-sixth on one day in any week and eight and one-sixth on five days in such week.

(2) *Number of Work Days.*—An employer shall not require or permit an employee to work on more than six days in any week.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided such interval may be reduced to not less than half-an-hour if the employee is supplied with a meal on his employer's premises.

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

(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 labourer or delivery employee, six hours in any week and three hours on any day;
- (c) in the case of every other employee—
- thirty hours in any year;
 - six hours in any week;
 - three hours on any day;

Provided that during the period first to twenty-fourth of December the limitations of overtime prescribed in this sub-clause may be exceeded by not more than fifteen hours but so that the daily limitations are not exceeded.

(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) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal breaks shall be included within a spreadover of not more than—

- (a) in the case of a grill-hand and a labourer, thirteen consecutive hours;
- (b) in the case of a part-time employee, four and a half consecutive hours;
- (c) in the case of every other employee, twelve consecutive hours: Provided that one out of every two or part of two waiters may be required or permitted to work within a spreadover of thirteen hours on not more than two days in any week.

(8) An employer shall not require or permit a female employee under the age of eighteen years to work after 6.30 p.m.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R140 per month nor to a watchman.

(b) The provisions of sub-clauses (2), (3), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—

- (a) wat 'n wag betref, vier-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, een-en-twintig opeenvolgende kalenderdae verlof;

en moet hy so 'n werknemer ten opsigte van sodanige verlof betaal—

- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie en 'n half maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgewer bepaal. Met dien verstande—

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van die gemelde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie saamval nie met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957;
- (iii) dat as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek;
- (v) dat, wanneer 'n werkgewer vereis dat sy werknemer verlof neem voor die verstryking van die twaalf maande diens waarop dit betrekking het, die werkgewer aan sodanige werknemer die volle verloftydperk wat gedurende twaalf maande diens sou oploop, moet toestaan en, met inagneming van die toeval van verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof minstens die bedrag betaal waarop die werknemer geregtig sou wees op die datum waarop die verlof hom normaalweg sou toekom. Met dien verstande dat, as 'n werknemer se diens eindig voor die verstryking van die twaalf maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgewer die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy by diensbeëindiging ingevolge subklousule (5) geregtig sou gewees het indien die verlof nie aan hom toegestaan was nie, teen enige beloning verskuldig aan die werknemer by diensbeëindiging kan verreken.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat oploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande ná afloop van die eerste tydperk van twaalf 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 minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

(b) Die bepalings van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

(4) *Verlofbeloning*.—Die beloning 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 dienskontrak gedurende enige diensstermyn van twaalf maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet hy sodanige diensbeëindiging, benewens enige ander beloning wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensstermyn 'n bedrag betaal word van minstens—

- (a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, sewe vier-en-twintigstes van die weekloon; en

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

- (a) in the case of a watchman, twenty-four consecutive calendar days' leave,
- (b) in the case of every other employee, twenty-one consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

- (i) in the case of an employee referred to in paragraph (a), an amount of not less than three and a half times the weekly wage to which he is entitled as from the first day of the leave;
- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

- (iii) that if a public holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

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

- (v) that when an employer requires his employee to take leave before the expiry of the twelve months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for twelve months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the twelve months in respect of which the leave was granted in terms of this proviso, the employer may set off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of sub-clause (5), if the leave had not been granted to him.

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

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

- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

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

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

(5) An employee whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (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—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), seven twenty-fourths; and

- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, een vierde van die weekloon;

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

- (i) wat sy diens verlaat sonder om die opsegging te doen wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige opsegging afgesien het of die werknemer die werkgewer in plaas van die opsegging betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder opsegging ontslaan word om 'n rede wat vir sodanige ontslag sonder opsegging regtens genoegsaam is;

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag ook elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tewens alle tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgewer;
- (d) vir militêre opleiding ingevolge die Verdedigingswet, 1957;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a), (b) en (c), plus hoogstens vier maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig dae siekteverlof toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalinge van hierdie klousule nie geld nie.

- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1) 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 leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given the 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 sub-clause.

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

(7) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training in pursuance of the Defence Act, 1957,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to 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 sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such periods: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid aangee: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid so 'n sertifikaat voorlê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6,
 - (ii) op las of versoek van sy werkgewer,
 - (iii) met siekteverlof ingevolge subklousule (1),
 - (iv) vir militêre opleiding ingevolge die Verdedigingswet, 1957,

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit veroorsaak is deur—

- (i) 'n werknemer se eie wangedrag; of
- (ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat op 'n openbare vakansiedag nie werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val: Met dien verstande dat, as 'n werknemer op die werkdag onmiddellik voor en die werkdag onmiddellik ná 'n openbare vakansiedag uit sy werk afwesig is en nie op betaling ten opsigte van sodanige werkdag geregtig is nie, hy ten opsigte van sodanige openbare vakansiedag nie op betaling geregtig is nie.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgewer—

- (a) behoudens soos in klousule 4 (6) bepaal, hom vir die week waarin bedoelde dag val minstens sy weekloon betaal plus 'n bedrag van minstens sy dagloon vir elke sodanige dag wat hy gewerk het; of
- (b) hom binne veertien dae ná sodanige openbare vakansiedag een dag verlof toestaan en hom ten opsigte daarvan 'n bedrag van minstens sy dagloon betaal; of
- (c) hom benewens die tydperk jaarlikse verlof in klousule 6 voorgeskryf, en aaneenlopend daarmee, een week verlof toestaan ongeag die getal openbare vakansiedae waarop hy aldus gewerk het en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy weekloon betaal.

(3) Die bepalings van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n beloning teen 'n tarief van minstens R180 per maand ontvang nie en ook nie vir 'n wag of 'n los werknemer nie.

9. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, wasbare werkjasse, pette of voorskote wat hy vereis dat sy werknemer dra of wat enige wet hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, wasbare werkjasse, pette of voorskote bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer kan vereis dat 'n werknemer sodanige uniform, oorpak, wasbare werkjasse, pet of voorskoot was, en dan moet die werkgewer so 'n werknemer elke week 'n toelae van minstens vyftien sent betaal.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

- (a) “employment” shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 6;
 - (ii) on the instructions or at the request of his employer;
 - (iii) on sick leave in terms of sub-clause (1);
 - (iv) undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus up to four months of any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by—

- (i) an employee's own misconduct; or
- (ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on a public holiday, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that, if an employee is absent from work on the work day immediately preceding and the work day immediately succeeding any public holiday and is not entitled to payment in respect of such work days, he shall, subject to the provisions of sub-clause (2), not be entitled to payment in respect of such public holiday.

(2) Whenever an employee works on a public holiday his employer shall—

- (a) save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount in respect of each such day worked of not less than his daily wage; or
- (b) grant him within fourteen days of such public holiday one day's leave and pay him in respect thereof an amount of not less than his daily wage; or
- (c) grant him in addition to the period of annual leave prescribed in clause 6 and continuous therewith one week's leave, irrespective of the number of public holidays so worked, and pay him in respect of such leave an amount of not less than his weekly wage.

(3) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month nor to a watchman or a casual employee.

9. PROHIBITION OF EMPLOYMENT.

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, washing coat, cap or apron which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, washing coat, cap or apron shall remain the property of the employer: Provided that an employer may require an employee to launder any such uniform, overall, washing coat, cap or apron in which event the employer shall pay such employee an allowance of not less than fifteen cents every week.

11. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat in hoofsaak die vorm het soos in die eerste bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgewer en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptyd van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

12. BEËINDIGING 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 kennis gee;
- (b) in die geval van 'n werknemer wat weekliks betaal word, minstens een week kennis gee ná die eerste vier weke diens;
- (c) in die geval van 'n werknemer wat maandeliks betaal word, minstens twee weke kennis gee ná die eerste vier weke diens;

dat hy die dienskontrak wil beëindig; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deur in plaas van sodanige opsegging aan die werknemer of aan die werkgewer, na gelang van die geval, minstens die volgende te betaal:—

- (i) in die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke opsegging, twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdeur onaangemas gelaat word—

- (a) die reg van 'n werkgewer of sy werknemer om op regsgeldige grond die kontrak sonder opsegging te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (c) die werking van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van opsegging eweredig wees aan die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf kan op enige werkdag geskied: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

(4) Ondanks andersluidende bepalinge in hierdie Vasstelling kan 'n werkgewer in die geval waarin 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder opsegging of sonder om sy werkgewer in plaas van opsegging te betaal, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalinge van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom in plaas van opsegging sou moes betaal het.

13. PRESENSIEREGISTER.

(1) Elke werkgewer moet in sy inrigting 'n presensieregister verskaf in die vorm wat in die Tweede Bylae van hierdie Vasstelling aangegee word: Met dien verstande dat 'n werkgewer in die plek van sodanige presensieregister 'n halfoutomatiese tydopnemer kan verskaf met kaarte wat soortgelyke inligting weergee.

(2) 'n Werkgewer moet daagliks in sodanige presensieregister die naam en beroep van elkeen van sy werknemers opteken of, as hy 'n halfoutomatiese tydopnemer aangeskaf het, dan moet hy elkeen van sy werknemers voorsien van 'n kaart wat die werknemer se naam aangee en die einddatum van die week ten opsigte waarvan dit gebruik word.

(3) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet 'n werknemer ten opsigte van elke dag wat hy gewerk het, en wel op dié dag—

- (a) in sodanige presensieregister opteken—
 - (i) sy handtekening;
 - (ii) die tyd waarop hy begin werk het;
 - (iii) die aanvangstyd en die ophoutyd van elke etens- of ander pouse wat nie as werkure geld nie;
 - (iv) die totale aantal ure gewerk; en
 - (v) die aflooptyd van sy werk op daardie dag; of

11. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the First Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

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 notice;
- (b) in the case of an employee paid weekly, not less than one week's notice after the first four weeks of employment;
- (c) in the case of an employee paid monthly, not less than two week's notice after the first four weeks of employment;

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 a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two week's notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

- (a) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) 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;
- (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day: Provided—

- (i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without 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. ATTENDANCE REGISTER.

(1) Every employer shall provide and maintain in his establishment an attendance register in the form set out in the Second Schedule to this Determination: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with cards which shall reflect similar information.

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of each of his employees or, where he has provided a semi-automatic time recorder, he shall provide each of his employees with a card reflecting the name of the employee and the date of the termination of the week in respect of which it is used.

(3) Unless prevented from doing so by unavoidable cause, an employee shall in respect of each day worked by him and on that day—

- (a) 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 hours of work;
 - (iv) the total number of hours worked; and
 - (v) the time of finishing work for that day; or

- (b) in 'n inrigting waarin 'n halfoutomatiese tydropnemer aangehou word, inskrywings ten opsigte van items (a) (ii) tot en met (a) (v) deur middel van sodanige opnemer maak op 'n kaart wat ingevolge subklousule (2) verskaf is:—

Met dien verstande dat as 'n werknemer nie kan lees en skryf nie, sy werkgever namens hom die nodige inskrywings ten opsigte van items (a) (ii) tot en met (a) (v) moet maak en onderteken.

(4) 'n Werkgever moet sodanige presensieregister of kaarte, na gelang van die geval, 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Elke inskrywing in 'n presensieregister moet met ink of 'n inktlood gedoen word.

(6) Die bepalings van hierdie klousule is op 'n bestuurder van 'n motorvoertuig, 'n arbeider, 'n besteller of 'n werknemer in klousule 5 (9) (a) vermeld nie van toepassing nie.

EERSTE BYLAE.

Ek/Ons*
wat in die Verversingsbedryf sake doen te
verklaar hierby dat mnr./mev./mei.
in my/ons* diens was van die _____ dag van
_____ 19____ tot die _____ dag van
_____ 19____ as†
By diensbeëindiging was haar/sy*
loon _____ rand _____ sent per week.

(Handtekening van werkgever of gemagtigde verteenwoordiger.)

Datum _____

* Skrap wat nie van toepassing is nie.

† Meld die betrekking waarin die werknemer uitsluitend of hoofsaaklik in diens was, byvoorbeeld, klerk, kelner, arbeider.

- (b) in an establishment in which a semi-automatic recorder is provided, make entries by means of such recorder in respect of items (a) (ii) to (a) (v), inclusive, on a card provided in terms of sub-clause (2):

Provided that if an employee is unable to read and write, his employer shall on his behalf make and sign the necessary entries in respect of items (a) (ii) to (a) (v), inclusive.

(4) An employer shall retain such attendance register or cards, as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

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

(6) The provisions of this clause shall not apply to a driver of a motor vehicle, a labourer, a delivery employee or an employee referred to in clause 5 (9) (a).

FIRST SCHEDULE.

I/We*
carrying on business in the Catering Trade at _____
hereby certify that Mr./Mrs./Miss
was employed by me/us* from the _____
day of _____ 19____ to the _____
day of _____ 19____, in the occupation of
† _____ At the termination of
employment his/her* wage was
rand _____ cents per week.

(Signature of Employer or Authorised Representative.)

Date _____

* Delete whichever inapplicable.

† State occupation in which employee was wholly or mainly engaged, e.g., clerk, waiter, labourer.

TWEEDE BYLAE.

PRESENSIEREGISTER.

(Naam van werknemer.)

(Beroep van werknemer.)

Datum en dag van week.		Inskrywings wat deur werknemers gedoen moet word.								Opmerkings (indien enige).			
Jaar _____ Maand _____		Handtekening.	Tyd waarop met werk begin is.	Werkpouses.				Tyd waarop werk gestaak word.	Totale getal ure gewerk.		Deur werknemer.	Deur werk- gewer indien werknemer afwesig is; redes vir sy afwesigheid (moet deur werkgevers onderteken word).	Deur inspekteur.
Datum	Dag van week.			Af.	Aan.	Af.	Aan.		Elke dag.	Elke week.			
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31													

OPMERKING.—Onder die opskrifte „Af” en „Aan” skryf in die kolomme onder „Werkpouses” die tyd in waarop 'n pouse begin en die tyd waarop die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse aan die werk te wees as dit hom nie vry staan om die bedryfsinrigting vir die hele pouse te verlaat nie.

SECOND SCHEDULE.

ATTENDANCE REGISTER.

(Name of employee.)										(Occupation of employee.)			
Date and day of week.		Entries to be made by employees.								Remarks (if any).			
Year	Month	Signature.	Time of commencing work.	Intervals off work.				Time of finishing work.	Total number of hours worked.		By employee.	By employer, if employee absent. Reasons for his absence (to be signed by employers).	By inspector.
Date.	Day of week.			Off.	On.	Off.	On.		Each day.	Each week.			
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NOTE.—Under headings "Off" and "On" in columns referring to "intervals" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

No. R. 1144.] [31 Julie 1964.]
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

VERVERSINGSBEDRYF, KLEINER DORPE.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skort hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Vasstelling vir die Verversingsbedryf, Kleiner Dorpe, gepubliseer by Goewermementskennisgewing No. R. 1143 van 31 Julie 1964.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 1144.] [31 July 1964.]
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

CATERING TRADE, SMALLER TOWNS.

I, ALFRED ERNEST TROLLIP, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Determination for the Catering Trade, Smaller Towns, published under Government Notice No. R. 1143 of the 31st July, 1964.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

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