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30 APRIL 1965.

[No. 1100.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 610.]

[30 April 1965.

WAGE ACT, No. 5 of 1957.

WAGE DETERMINATION No. 263.

PRIVATE HOTEL AND BOARDING-HOUSE TRADE, CERTAIN COASTAL AREAS.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Private Hotel and Boarding-house Trade and has fixed the 24th day of May, 1965, 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, other than managers, in the Private Hotel and Boarding-house Trade and to the employers of such employees in the following areas:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg and the Municipal Areas of East London, Port Elizabeth and Walmer;

Natal.—The Magisterial District of Durban and the Municipal Areas of Pinetown, Queensburgh and Westville.

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) "assistant housekeeper" means a female employee who assists a housekeeper in the performance of her duties and who may act for her during her absence; (i)
- (ii) "bedroom attendant" means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals; (xxxvi)
- (iii) "bedroom attendant-waiter" means a male employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or of a grade II employee; (xxxvii)
- (iv) "bedroom attendant-waiter, qualified," means a bedroom attendant-waiter who has had not less than six months' experience; (xxxviii)
- (v) "bedroom attendant-waiter, unqualified," means a bedroom attendant-waiter, who has had less than six months' experience; (xxxix)
- (vi) "bedroom attendant-waitress" means a female employee who performs one or more of the duties of a waitress and one or more of the duties of a bedroom attendant or of a grade II employee; (xl)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 610.]

[30 April 1965.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 263.

PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SEKERE KUSGEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Privaathotel- en Losieshuisbedryf gemaak het en die 24ste dag van Mei 1965 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, uitgesonderd bestuurders, in die privaathotel- en losieshuisbedryf en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaapprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen, Port Elizabeth en Walmer;

Natal.—Die landdrostdistrik Durban en die munisipale gebiede van Pinetown, Queensburgh en Westville.

2. WOORDOMSKRYWINGS.

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

- (i) „assistent huishoudster” ’n vroulike werknemer wat ’n huishoudster in die uitvoering van haar pligte bystaan en in haar afwesigheid vir haar mag optree; (i)
- (ii) „bedryfsinrigting” enige perseel waarop of in verband waarmee een of meer werknemers in die privaathotel- en losieshuisbedryf in diens is; (xxi)
- (iii) „bestuurder” ’n werknemer wat deur sy werkgewer belas is met die algemene—
 - (a) toesig oor;
 - (b) verantwoordelikheid vir; en
 - (c) leiding van die bedrywighede van ’n bedryfsinrigting en die werknemers daarin werksaam (xxxii)
- (iv) „dagloon” die maandloon van ’n werknemer, uitgesonderd ’n los werknemer, gedeel deur ses-en-twintig; (xix)
- (v) „deeltydse werknemer” ’n werknemer wat by die week of maand in diens is vir hoogstens vyf gewone werkure op enige dag; (xxxiv)
- (vi) „faktotum” ’n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer; (xxvi)

- (vii) "bedroom attendant-waitress, qualified," means a bedroom attendant-waitress who has had not less than six months' experience; (xli)
- (viii) "bedroom attendant-waitress, unqualified," means a bedroom attendant-waitress who has had less than six months' experience; (xlii)
- (ix) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xxviii)
- (x) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a receptionist, 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 duties; (xvii)
- (xi) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xx)
- (xii) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxi)
- (xiii) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xviii)
- (xiv) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xix)
- (xv) "cook" means an employee, other than a cook's assistant, a kitchen hand, a waiter or a waitress, who is engaged in preparing or cooking food for guests; (xxii)
- (xvi) "cook, qualified," means a cook who has had not less than two years' experience; (xxiii)
- (xvii) "cook, unqualified," means a cook who has had less than two years' experience; (xxiv)
- (xviii) "cook's assistant" means an employee, other than a kitchen hand, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other foodstuffs intended for consumption by persons other than guests and who may cook breakfast for guests; (xxv)
- (xix) "daily wage" means the monthly wage of an employee, other than a casual employee, divided by twenty-six;
- (xx) "emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft must be done without delay; (xxxii)
- (xxi) "establishment" means any premises in or in connection with which one or more employees are employed, in the Private Hotel and Boarding-house Trade; (ii)
- (xxii) "experience" means in relation to a bedroom attendant-waitress, a bedroom attendant-waitress, a clerk, a cook, a waiter or a waitress, the total period or periods of employment which an employee has had in any trade or in the service of the State as a bedroom attendant-waitress, a bedroom attendant-waitress, a clerk, a cook, a waiter or a waitress, respectively: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class; (xxxii)
- (xxiii) "grade I employee" means a kitchen hand, a page and a night watchman, and includes an employee not specifically mentioned in clause 3 (1); (xlv)
- (xxiv) "grade II employee" means an employee who is engaged in one or more of the following operations or duties:
- (a) Carrying meals or tea or coffee or similar beverages other than to guests who are partaking of meals in the dining-room of an establishment;
 - (b) carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;
 - (c) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
 - (d) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles, footwear, vegetables, fish, poultry or other articles;
 - (e) polishing floors, furniture or other articles;
 - (f) plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;
 - (g) making or maintaining fires or removing refuse or ashes;
 - (h) tending animals or poultry;
 - (i) pushing or pulling any hand cart or similar conveyance;
 - (j) guarding premises, luggage, vehicles or other articles mainly between the hours of 7 a.m. and 7 p.m.;
 - (k) gardening work; (xlv)
- (xxv) "guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee; (vii)
- (vii) "gas" iemand wat hetsy vas of tydelik by 'n bedryfs-inrigting inwoon, en omvat dit ook 'n tafelloseerder of 'n besoeker, maar nie die werkgewer of sy gesin nie en ook nie 'n werknemer of dié se gesin nie; (xxv)
- (viii) "hoofkelner" of "hoofkelnerin" 'n gekwalifiseerde kelner of kelnerin wat in die eetkamer van 'n bedryfs-inrigting in beheer is van en toesig hou oor die werk van die kelners, kelnerinne, slaapkamerbediende-kelners of die slaapkamerbediende-kelnerinne; (xxviii)
- (ix) "hoofkok" 'n gekwalifiseerde kok wat in beheer is van en toesig hou oor die werk van die werknemers in die kombuis van 'n bedryfsinrigting waarin minstens nog een gekwalifiseerde kok in diens is; (xxvii)
- (x) "huishoudster" 'n vroulike werknemer wat—
- (a) oor die werk van die slaapkamerbediendes toesig hou; of
 - (b) voorrade uitreik; of
 - (c) in algemene beheer is oor die voorrade linne en verantwoordelik is vir die ontvang, bêre, kontroleer, verstel of was van sodanige linne, en wat gedurende etes oor die werksaamhede in die kombuis of eetkamer toesig mag hou; (xxix)
- (xi) "kelner" 'n manlike werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste met etes bedien en wat toebroodjies of slaai mag maak of tydens maaltye gaste met wyn of bier mag bedien; (xl)
- (xii) "kelner, gekwalifiseerd," 'n kelner met minstens agtien maande ondervinding; (xli)
- (xiii) "kelner, ongekwalifiseerd," 'n kelner met minder as agtien maande ondervinding; (xlii)
- (xiv) "kelnerin" 'n vroulike werknemer, uitgesonderd 'n slaapkamerbediende-kelnerin, wat dieselfde pligte as dié van 'n kelner verrig; (xliii)
- (xv) "kelnerin, gekwalifiseerd," 'n kelnerin met minstens agtien maande ondervinding; (xliv)
- (xvi) "kelnerin, ongekwalifiseerd" 'n kelnerin met minder as agtien maande ondervinding; (xlv)
- (xvii) "klerk" 'n werknemer wat skryf-, tik-, liaseer- of enige ander klerklike werk doen en omvat dit ook 'n kassier en ontvangsdame, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se pligte; (x)
- (xviii) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (xiii)
- (xix) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (xiv)
- (xx) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (xi)
- (xxi) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (xii)
- (xxii) "kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n kombuishulp, 'n kelner of kelnerin, wat kos vir gaste voorberei of gaarmaak; (xv)
- (xxiii) "kok, gekwalifiseerd," 'n kok met minstens twee jaar ondervinding; (xvi)
- (xxiv) "kok, ongekwalifiseerd," 'n kok met minder as twee jaar ondervinding; (xvii)
- (xxv) "koksmaat" 'n werknemer, uitgesonderd 'n kombuishulp, wat onder toesig van 'n hoofkok of 'n gekwalifiseerde kok sodanige kok by enige van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat vir gebruik deur ander persone as gaste bedoel is en wat ontbyt vir gaste mag gaarmaak; (xviii)
- (xxvi) "kombuishulp" 'n werknemer, uitgesonderd 'n werknemer graad II, wat rou voedsel stukkend sny of voorberei vir gaarmaak, geroosterde brood of tee, koffie of soortgelyke drank maak, pap of eiers gaarmaak, of omsien na groente wat kook; (xxx)
- (xxvii) "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 sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dié sodanige hoër bedrag beteken; (xxxix)
- (xxviii) "los werknemer" 'n werknemer wat op hoogstens drie dae in enige week by dieselfde werkgewer in diens is; (ix)
- (xxix) "nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hulle kamers te neem of te sorg dat daar soggens vuur in die kombuis gemaak word, en wat na 8 nm. tee, koffie of soortgelyke drank, of toebroodjies, mag maak of gaste daarmee mag bedien; (xxxii)

(xxvi) "handyman" means an employee who is engaged in making minor repairs or renovations to furniture, plant equipment or buildings; (vi)

(xxvii) "head cook" means a qualified cook who is in charge of and supervises the work of the employees in the kitchen of an establishment in which at least one other qualified cook is employed; (ix)

(xxviii) "head waiter" or "head waitress" means a qualified waiter or waitress who is in charge of and supervises the work of the waiters, the waitresses, the bedroom attendant-waiters or the bedroom attendant-waitresses in the dining-room of an establishment; (viii)

(xxix) "housekeeper" means a female employee who—

(a) supervises the work of the bedroom attendants; or

(b) issues stores; or

(c) is in general charge of the stocks of linen and responsible for the receiving, storing, checking, repairing or laundering of such linen,

and who may supervise activities in the kitchen or dining-room during meals; (x)

(xxx) "kitchen hand" means an employee, other than a grade II employee, who is engaged in cutting up or preparing raw foodstuffs for cooking, making toast or tea or coffee or similar beverages, cooking porridge or eggs or attending to vegetables in process of cooking; (xxvi)

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

(a) supervision over;

(b) responsibility for; and

(c) direction of, the activities of an establishment and the employees engaged therein; (iii)

(xxxii) "night porter" means an employee who is responsible for locking doors or windows, switching off lights, showing late arrivals to their rooms, or seeing that fires are made up in the kitchen in the morning, and who may make or serve tea, coffee or similar beverages or sandwiches to guests after 8 p.m.; (xxix)

(xxxiii) "night watchman" means an employee who between the hours of 7 p.m. and 7 a.m. is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a boiler, and make the fire in a kitchen stove, put water on to boil and making porridge; (xxx)

(xxxiv) "page" means an employee who answers bells or telephone calls and runs errands and who may receive or deliver letters, messages or parcels; (xxxiii)

(xxxv) "part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours of work on any day; (v)

(xxxvi) "porter" means an employee who is engaged in meeting trains, conducting guests to their rooms and conveying luggage, and who may assist in serving meals or refreshments; (xxxiv)

(xxxvii) "Private Hotel and Boarding-house Trade" means the trade of—

(a) hotelkeeper (except the trade in respect of which a licence, other than a meal-time wine and malt licence, is required in terms of the Liquor Act, 1928, as amended);

(b) boarding- or lodging-house keeper, as carried on by persons who are required to take out a licence as specified in item 4 of Part I of the Second Schedule to the Licences Act, 1962; (xxxv)

(xxxviii) "spreadover" means the period in any day from the time an employee commences work until he ceases work for that day; (xliii)

(xxxix) "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 where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1) it means such higher amount; (xxvii)

(xl) "waiter" means a male employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads or serve wine or beer to guests at meal times; (xi)

(xli) "waiter, qualified," means a waiter who has had not less than eighteen months' experience; (xii)

(xlii) "waiter, unqualified," means a waiter who has had less than eighteen months' experience; (xiii)

(xliii) "waitress" means a female employee, other than a bedroom attendant-waitress, who performs the same duties as a waiter; (xiv)

(xliv) "waitress, qualified," means a waitress who has had not less than eighteen months' experience; (xv)

(xxx) "nagwag" 'n werknemer wat tussen die ure 7 nm. en 7 vm. persele, bagasie, voertuie of ander eiendom bewaak, die vuur in 'n waterverwarmer mag maak, stook of uithaal, die vuur in 'n kombuisstook mag maak, water mag opsit om te kook en pap mag maak; (xxxiii)

(xxxii) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim gedoen moet word; (xx)

(xxxiii) "ondervinding" met betrekking tot 'n slaapkamerbediende-kelner, 'n slaapkamerbediende-kelnerin, 'n klerk, 'n kok, 'n kelner of 'n kelnerin, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n slaapkamerbediende-kelner, 'n slaapkamerbediende-kelnerin, 'n klerk, 'n kok, 'n kelner of 'n kelnerin in enige bedryf of in diens van die Staat gewerk het: Met dien verstande dat slegs een helfte van die totale dienstydperk of -tydperke wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, geag word diens in daardie klas te wees; (xxii)

(xxxiiii) "page" 'n werknemer wat klokkes of telefoonoproepe beantwoord en boodskappe doen en wat briewe, boodskappe of pakkies mag ontvang of aflewer; (xxxiv)

(xxxv) "portier" 'n werknemer wat treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat mag help met die bediening van etes of verversings; (xxxvi)

(xxxvi) "privaathotel- en losieshuisbedryf" die bedryf van—

(a) hotelhouer (uitgesonderd die bedryf ten opsigte waarvan 'n lisensie, behalwe 'n maaltyd-wyn- en bierlisensie, kragtens die bepalings van die Drankwet, 1928, soos gewysig, vereis word);

(b) losies- of huurkamerhuishouder,

soos uitgeoefen deur persone wat verplig is om 'n lisensie, soos bepaal in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem; (xxxvii)

(xxxvii) "slaapkamerbediende" 'n werknemer wat slaapkamers, woonvertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drankie mag maak of bedien, of tydens maaltye in die kombuis mag help; (ii)

(xxxviii) "slaapkamerbediende-kelner" 'n manlike werknemer wat een of meer van die pligte van 'n kelner en een of meer van die pligte van 'n slaapkamerbediende of 'n werknemer graad II uitvoer; (iii)

(xxxix) "slaapkamerbediende-kelner, gekwalifiseerd," 'n slaapkamerbediende-kelner met minstens ses maande ondervinding; (iv)

(xl) "slaapkamerbediende-kelner, ongekwalifiseerd," 'n slaapkamerbediende-kelner met minder as ses maande ondervinding; (v)

(xli) "slaapkamerbediende-kelnerin" 'n vroulike werknemer wat een of meer van die pligte van 'n kelnerin en een of meer van die pligte van 'n slaapkamerbediende of 'n werknemer graad II uitvoer; (vi)

(xlii) "slaapkamerbediende-kelnerin, gekwalifiseerd," 'n slaapkamerbediende-kelnerin met minstens ses maande ondervinding; (vii)

(xliii) "slaapkamerbediende-kelnerin, ongekwalifiseerd," 'n slaapkamerbediende-kelnerin met minder as ses maande ondervinding; (viii)

(xliv) "spreiding" die tydperk op enige dag vanaf die tyd wanneer die werknemer begin werk tot die tyd wanneer hy vir daardie dag uitskei; (xxxviii)

(xlv) "werknemer, graad I," 'n kombuishulp, 'n page en 'n nagwag en omvat dit ook 'n werknemer wat nie uitdruklik in klousule 3 (1) vermeld word nie; (xxiii)

(xlvi) "werknemer, graad II," 'n werknemer wat een of meer van die volgende werksaamhede of pligte uitvoer:—

(a) Etes, tee of koffie of soortgelyke drankie aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting maaltye te nuttig;

(b) gerei, bagasie of ander goedere dra, verskuif of opstapel, vuilwater verwyder of waterkragies of -bekers vul of leegmaak;

(c) briewe, boodskappe of pakkies te voet of deur gebruikmaking van 'n trapfiets, driewiel, handkar of soortgelyke vervoermiddel aflewer;

(d) baddens, wasbakke, gerei, meubels, vensters, persele, voertuie, skoeisel, groente, vis, pluimvee of ander goed skoonmaak;

(e) vloere, meubels of ander goed poleer;

(f) pluimvee pluk, vis krap of vrugte of groente skil of stukkend sny;

(g) vuurmaak of vure stook, of afval of as verwyder;

(h) diere of pluimvee oppas;

(xiv) "waitress, unqualified," means a waitress who has had less than eighteen months' experience; (xvi)

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

3. REMUNERATION.

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

(a) Employees other than part-time employees and casual employees.	In all Areas. Per Month. R
(i)	
Clerk, female, qualified.....	68.00
Clerk, female, unqualified:—	
During the first year of experience.....	37.00
During the second year of experience.....	44.75
During the third year of experience.....	52.50
During the fourth year of experience.....	60.25
Clerk, male, qualified.....	100.00
Clerk, male, unqualified:—	
During the first year of experience.....	40.00
During the second year of experience.....	52.00
During the third year of experience.....	64.00
During the fourth year of experience.....	76.00
During the fifth year of experience.....	88.00

(i) 'n handkar of soortgelyke vervoermiddel stoot of trek;
(j) persele, bagasie, voertuie of ander goedere oppas, hoofsaaklik tussen die ure 7 vm. en 7 nm.;
(k) tuinwerk. (xxiv)

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

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, word hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers.	In alle gebiede. Per maand. R
(i)	
Klerk, vrou, gekwalifiseerd.....	68.00
Klerk, vrou, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding.....	37.00
Gedurende die tweede jaar ondervinding.....	44.75
Gedurende die derde jaar ondervinding.....	52.50
Gedurende die vierde jaar ondervinding.....	60.25
Klerk, man, gekwalifiseerd.....	100.00
Klerk, man, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding.....	40.00
Gedurende die tweede jaar ondervinding.....	52.00
Gedurende die derde jaar ondervinding.....	64.00
Gedurende die vierde jaar ondervinding.....	76.00
Gedurende die vyfde jaar ondervinding.....	88.00

	In the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg.	In the Municipal areas of Port Elizabeth and Walmer.	In the Municipal area of East London.	In the Magisterial District of Durban and the Municipal areas of Pinetown, Queensburgh and Westville.
	Per Month. R	Per Month. R	Per Month. R	Per Month. R
Assistant housekeeper.....	55.00	47.00	47.00	50.00
Bedroom attendant, female.....	27.00	18.90	18.90	20.75
Bedroom attendant, male.....	27.50	21.00	21.00	20.75
Bedroom attendant-waiter, qualified.....	28.65	23.45	23.45	21.50
Bedroom attendant-waiter, unqualified.....	27.50	21.00	21.00	20.50
Bedroom attendant-waitress, qualified.....	28.00	21.00	21.00	21.50
Bedroom attendant-waitress, unqualified.....	27.00	18.90	18.90	20.50
Cook, female, qualified.....	36.80	34.50	33.50	36.40
Cook, female, unqualified:—				
During the first six months of experience.....	27.00	18.90	18.90	20.00
During the second six months of experience.....	29.45	22.80	22.55	24.10
During the third six months of experience.....	31.90	26.70	26.20	28.20
During the fourth six months of experience.....	34.35	30.60	29.85	32.30
Cook, male, qualified.....	42.40	40.00	38.00	36.40
Cook, male, unqualified:—				
During the first six months of experience.....	27.00	21.00	21.00	20.00
During the second six months of experience.....	30.85	25.75	25.25	24.10
During the third six months of experience.....	34.70	30.50	29.50	28.20
During the fourth six months of experience.....	38.55	35.25	33.75	32.30
Cook's assistant.....	28.50	23.45	23.45	22.45
Grade I employee.....	27.00	21.45	21.00	20.75
Grade II employee, female.....	20.20	17.05	16.25	18.20
Grade II employee, male:—				
18 Years of age or over.....	22.00	19.00	19.00	18.95
Under 18 years of age.....	17.25	16.00	16.00	16.00
Handyman.....	40.25	42.00	42.00	41.00
Head cook.....	53.00	50.50	48.50	44.40
Head waiter.....	40.25	36.85	35.00	36.40
Head waitress.....	40.25	33.80	30.00	36.40
Housekeeper.....	65.00	60.00	60.00	60.00
Night porter.....	32.00	28.60	28.60	34.60
Porter.....	33.85	28.60	28.60	36.60
Waiter, qualified.....	31.50	28.60	28.60	26.00
Waiter, unqualified:—				
During the first six months of experience.....	26.00	19.00	19.00	20.00
During the second six months of experience.....	28.50	22.20	22.20	22.00
During the third six months of experience.....	30.00	25.40	25.40	24.00
Waitress, qualified.....	29.00	22.90	22.55	26.00
Waitress, unqualified:—				
During the first six months of experience.....	26.00	17.05	16.00	20.00
During the second six months of experience.....	27.00	20.35	18.15	22.00
During the third six months of experience.....	28.00	21.50	20.30	24.00

(ii) ...

	In die landdros- distrikte Bellville, die Kaap, Simonstad en Wynberg.	In die munisipale gebiede van Port Elizabeth en Walmer.	In die munisipale gebied van Oos-Londen.	In die landdros- distrik Durban en die munisipale gebiede van Pine- town, Queens- burgh en Westville.
	Per maand.	Per maand.	Per maand.	Per maand.
Assistent-huishoudster.....	R 55.00	R 47.00	R 47.00	R 50.00
Slaapkamerbediende, vrou.....	27.00	18.90	18.90	20.75
Slaapkamerbediende, man.....	27.50	21.00	21.00	20.75
Slaapkamerbediende-kelner, gekwalifiseerd.....	28.65	23.45	23.45	21.50
Slaapkamerbediende-kelner, ongekwalifiseerd.....	27.50	21.00	21.00	20.50
Slaapkamerbediende-kelnerin, gekwalifiseerd.....	28.00	21.00	21.00	21.50
Slaapkamerbediende-kelnerin, ongekwalifiseerd.....	27.00	18.90	18.90	20.50
Kok, vrou, gekwalifiseerd.....	36.80	34.50	33.50	36.40
Kok, vrou, ongekwalifiseerd:—				
Gedurende die eerste ses maande ondervinding.....	27.00	18.90	18.90	20.00
Gedurende die tweede ses maande ondervinding.....	29.45	22.80	22.55	24.10
Gedurende die derde ses maande ondervinding.....	31.90	26.70	26.20	28.20
Gedurende die vierde ses maande ondervinding.....	34.35	30.60	29.85	32.30
Kok, man, gekwalifiseerd.....	42.40	40.00	38.00	36.40
Kok, man, ongekwalifiseerd:—				
Gedurende die eerste ses maande ondervinding.....	27.00	21.00	21.00	20.00
Gedurende die tweede ses maande ondervinding.....	30.85	25.75	25.25	24.10
Gedurende die derde ses maande ondervinding.....	34.70	30.50	29.50	28.20
Gedurende die vierde ses maande ondervinding.....	38.55	35.25	33.75	32.30
Koksmaat.....	28.50	23.45	23.45	22.45
Werknemer graad I.....	27.00	21.45	21.00	20.75
Werknemer graad II, vrou.....	20.20	17.05	16.25	18.20
Werknemer graad II, man:—				
18 Jaar oud of ouer.....	22.00	19.00	19.00	18.95
Onder 18 jaar.....	17.25	16.00	16.00	16.00
Faktootum.....	40.25	42.00	42.00	41.00
Hoofkok.....	53.00	50.50	48.50	44.40
Hoofkelner.....	40.25	36.85	35.00	36.40
Hoofkelnerin.....	40.25	33.80	30.00	36.40
Huishoudster.....	65.00	60.00	60.00	60.00
Nagportier.....	32.00	28.60	28.60	34.60
Portier.....	33.85	28.60	28.60	36.60
Kelner, gekwalifiseerd.....	31.50	28.60	28.60	26.00
Kelner, ongekwalifiseerd:—				
Gedurende die eerste ses maande ondervinding.....	26.00	19.00	19.00	20.00
Gedurende die tweede ses maande ondervinding.....	28.50	22.20	22.20	22.00
Gedurende die derde ses maande ondervinding.....	30.00	25.40	25.40	24.00
Kelnerin, gekwalifiseerd.....	29.00	22.90	22.55	26.00
Kelnerin, ongekwalifiseerd:—				
Gedurende die eerste ses maande ondervinding.....	26.00	17.05	16.00	20.00
Gedurende die tweede ses maande ondervinding.....	27.00	20.35	18.15	22.00
Gedurende die derde ses maande ondervinding.....	28.00	21.50	20.30	24.00

(b) *Part-time Employee*.—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as that part-time employee is required to do.

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

(2) *Basis of Contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis and, save as provided in clause 4 (6), an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class, whether he has in each week of such month 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 wage higher than that of his own class, or
- 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—

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

(b) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens drie-vierdes betaal word van die loon wat in paragraaf (a) voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as dié wat die deeltydse werknemer vereis word om te doen.

(c) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste van die maandloon betaal word wat in paragraaf (a) voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as dié wat die los werknemer vereis word om te doen: Met dien verstande dat, as die werkgever vereis of toelaat dat sy los werknemer dié werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" dié maandloon beteken wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, en voorts met dien verstande dat as dié werkgever vereis of toelaat dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon vir dié dag met hoogstens vyftig persent verminder mag word.

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is dié dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse basis en, behoudens dié bepalinge van klousule 4 (6), moet 'n werknemer ten opsigte van 'n maand minstens dié volle maandloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, ongeag of hy in elke week van sodanige maand dié maksimum getal gewone werke wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van dié dag soos volg betaal:—

- In die geval in paragraaf (a) vermeld, minstens dié dagloon bereken teen dié hoër tarief; en

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

Provided—

(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 weekly wage of an employee shall be his monthly wage divided by four and one-third.

(b) 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 (5), any amount due to an employee, other than a casual employee, shall be paid monthly or weekly in cash or, with the consent of the employee, by cheque 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—

- the employer's name;
- the employee's name or pay roll number and occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

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

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

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

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

(5) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *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:—

- with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- 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;
- a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his

(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:

Met dien verstande—

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

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

(4) *Berekening van loon.*—(a) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

(b) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal van die gewone weeklikse werkure in klousule 5 vir 'n werknemer van sy klas voorgeskryf.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (5), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks of weekliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop aangegee moet word, of wat vergesel moet gaan van 'n staat wat aantoon—

- die werkgewer se naam;
- die werknemer se naam of sy betaalstaatsnommer en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- die besonderhede van enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan betaling geskied;

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

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

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

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

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

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

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse, of ledegelde aan vakverenigings;
- behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig was, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- iedere bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer daarmee instem, of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werk-

employer, a deduction not exceeding the amounts specified hereunder—

gewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Board.	Lodging.	Board and Lodging.
	Per Month.	Per Month.	Per Month.
	R	R	R
(A) In the magisterial areas of Bellville, the Cape, Simonstown and Wynberg:—			
(i) Clerk, assistant housekeeper and housekeeper, other than casual employees.....	14.00	6.00	20.00
(ii) Grade II employees other than casual employees.....	4.50	1.00	5.50
(iii) All other employees, other than casual employees.....	6.00	3.00	9.00
(iv) Casual employees.....	5 cents per meal.		
(B) In all other areas:—			
(i) Clerk, assistant housekeeper and housekeeper, other than casual employees.....	14.00	6.00	20.00
(ii) All other employees, other than casual employees.....	4.50	1.00	5.50
(iii) Casual employees.....	5 cents per meal.		

	Kos.	In-woning.	Kos en inwoning.
	Per maand.	Per maand.	Per maand.
	R	R	R
(A) In die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg:—			
(i) Klerk, assistent-huishoudster en huishoudster, uitgesonderd los werknemers.....	14.00	6.00	20.00
(ii) Werknemers graad II, uitgesonderd los werknemers.....	4.50	1.00	5.50
(iii) Alle ander werknemers, uitgesonderd los werknemers.....	6.00	3.00	9.00
(iv) Los werknemers.....	5 sent	per ete.	
(B) In alle ander gebiede:—			
(i) Klerk, assistent-huishoudster en huishoudster, uitgesonderd los werknemers.....	14.00	6.00	20.00
(ii) Alle ander werknemers, uitgesonderd los werknemers.....	4.50	1.00	5.50
(iii) Los werknemers.....	5 sent	per ete.	

(e) whenever an employee is not regularly provided with three meals a day, a deduction of 15 cents in the case of a clerk, an assistant housekeeper or a housekeeper and 5 cents in the case of any other employee for each meal supplied to him by the employer;

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

(7) For the purpose of paragraph (d) of sub-clause (6) the expression "board" means the regular provision by an employer of three meals per day and nothing in this Determination shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in paragraph (d) of sub-clause (6) for board be affected by an employee's refusal to avail himself of a meal which the employer so provides.

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

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

- in the case of an employee other than a part-time or a casual employee, fifty-eight in any week from Monday to Sunday, inclusive;
- in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- in the case of a casual employee, nine on any day.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than fourteen hours on any day.

(3) *Meal Intervals.*—An employer shall grant to each of his employees then on duty a meal interval of not less than thirty minutes within one hour of each normal meal time for guests in the establishment and during such interval the employees shall not be required or permitted to do any work and such interval shall not be part of the ordinary hours of work or overtime: Provided that—

- periods of work interrupted by intervals of less than thirty minutes shall be deemed to be continuous;
- the period of work between any two such meal intervals shall not be longer than six consecutive hours.

(4) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than casual employees, not less time off in any week than sixteen consecutive hours commencing at 2.30 p.m. or twenty-one and a half consecutive hours commencing at 8 p.m., during which the employee shall not be required or permitted to work.

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

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

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

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

- in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;

(e) wanneer 'n werknemer nie gereeld van drie etes per dag voorsien word nie, 'n bedrag van 15 sent in die geval van 'n klerk, assistent-huishoudster of huishoudster en 5 sent in die geval van alle ander werknemers vir elke ete deur die werkgever aan hom verskaf;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat die werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of aan huisvesting in 'n tehuis, wat deur die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon word.

(7) By die toepassing van paragraaf (d) van subklousule (6), beteken die uitdrukking „kos" die gereelde verskaffing deur 'n werkgever van drie etes per dag en niks in hierdie Vasstelling word so uitgelê dat dit 'n werkgever belet om 'n werknemer op die voorwaarde dat die werkgever hom van 'n kos sal voorsien in diens te neem nie, en die werkgever se reg om die bedrag af te trek wat in paragraaf (d) van subklousule (6) vir kos voorgeskryf word, word nie geraak deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgever aldus verskaf nie.

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

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

- in die geval van 'n ander werknemer as 'n deeltydse of 'n los werknemer, agt-en-veftig in enige week van Maandag tot en met Sondag;
- in die geval van 'n deeltydse werknemer, vyf-en-dertig in enige week van Maandag tot en met Sondag;
- in die geval van 'n los werknemer, nege op enige dag.

(2) *Spreiding.*—Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n spreiding van hoogstens veertien uur op 'n dag voltooi word.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen van sy werknemers wat dan op diens is, 'n etenspouse van minstens dertig minute toestaan binne een uur van elke gereelde etenstyd vir die gaste in die bedryfsinrigting en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende sodanige pouse enige werk verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd nie: Met dien verstande—

- dat werktye wat onderbreek word deur pouses van minder as 'n halfuur geag word aan een te loop;
- dat die werktydperk tussen enige twee sodanige etenspouses hoogstens ses opeenvolgende ure mag wees.

(4) *Weeklikse rustyd.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week 'n rustyd toestaan van minstens sesien opeenvolgende ure met aanvang 2.30 nm., of een-en-twintig en 'n half opeenvolgende ure met aanvang 8 nm., waarin die werknemer nie verplig of toegelaat mag word om te werk nie.

(5) *Oortyd.*—Alle tyd wat 'n werknemer langer werk as die getal ure wat in subklousule (1) voorgeskryf word, is oortyd.

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

- in die geval van 'n los werknemer, twee uur per dag;
- in die geval van enige ander werknemer, tien uur in 'n week.

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

- in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

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

(3) *Savings.*—(a) The provisions of this clause shall not apply to a night porter or a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) (3) and (4), 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 night porter or a night watchman, twenty-one consecutive calendar days' leave;

(b) in the case of every other employee, fourteen 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 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 double 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 his employee have agreed thereto, in writing before the expiry 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 expiry 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 New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

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

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

(i) that the 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 the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than 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) At the written request of his employee, an employer may, in lieu of granting the leave prescribed in sub-clause (1) for such employee, pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided—

(i) that payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer;

(ii) that the request is made by the employee not later than four months after the expiry of the twelve months of employment to which the leave relates;

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

(5) *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.

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

(8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n nagportier of 'n nagwag van toepassing nie.

(b) Die bepalinge van subklousule (3) (4) en (6) is nie van toepassing op 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) (3) en (4), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van twaalf maande diens by hom, die volgende toestaan—

(a) in die geval van 'n nagportier of 'n nagwag, een-en-twintig opeenvolgende kalenderdae verlof;

(b) in die geval van enige ander werknemer, veertien opeenvolgende kalenderdae verlof,

en moet hy sodanige werknemer ten opsigte van sodanige verlof soos volg betaal—

(i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens driemaal die weekloon waarop hy van die eerste dag van sy verlof af geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) vermeld, 'n bedrag van minstens dubbel die weekloon waarop hy van die eerste dag van sy verlof af geregtig is.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan moet word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgever en sy werknemer voor die afloop van die gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf 'n datum hoogstens twee maande nadat gemelde tydperk van vier maande verstryk het;

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

(iii) dat, as Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Geloftedag of Kersdag 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 moet word;

(iv) dat 'n werkgever 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 verloftydperk betrekking het, van sodanige verloftydperk mag aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgever die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop. Met dien verstande—

(i) dat die versoek deur die werknemer gedoen word binne vier maande ná afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en

(ii) dat die werkgever die ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

(4) Op die skriftelike versoek van sy werknemer mag 'n werkgever, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, hom minstens die bedrag betaal wat die werkgever hom ten opsigte van sodanige verlof sou moes betaal het indien die verlof toegestaan was: Met dien verstande—

(i) dat betaling in plaas van verlof nie meer dikwels as een maal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgever toegelaat mag word nie;

(ii) dat die werknemer die versoek doen binne vier maande ná afloop van die twaalf maande diens waarop die verlof betrekking het;

(iii) dat die werkgever die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(5) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(6) 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), one-fourth; and
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth.

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given the notice prescribed in clause 11, 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,

shall not be entitled to any payment by virtue of this sub-clause.

(7) 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.

(8) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 11, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate to not more than ten weeks; and
- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training.

and employment shall be deemed to commence—

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

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

(6) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgehoop het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens —

- (a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een vierde; en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een sesde,

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 voorbehoud in 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 kennis te gee wat by klousule 11 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van die kennisgewing betaal het; of
 - (ii) wat sy diens sonder regsgeldige rede verlaat,
- op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(7) 'n Werknemer wat geregtig geword het op '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.

(8) By die toepassing van hierdie klousule word die uitdrukking „diens” geag ook te omvat—

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 11 betaal in plaas van kennis van diensbeëindiging te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of versoek van sy werkgewer,
 en wel tot 'n totaal in enige jaar van hoogstens tien weke, en
- (c) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om ten opsigte van enige een tydperk van sodanige opleiding meer as vier maande as diens te eis nie,

en diens geag word te begin—

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

7. SIEKTEVERLOF.

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op '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) 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) 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 registered 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, has not been taken.

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

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

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of sub-clause (1), amounting in the aggregate, in any year, to not more than ten weeks; and

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

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than 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 New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as is provided in clause 4 (6)—

(a) pay him for the month in which such day falls not less than his monthly wage, plus his daily wage in respect of each such day worked; or

(b) grant him in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

(3) This clause shall not apply to a night porter, a night watchman or a casual employee.

9. PROPORTION OR RATIO.

(1) An employer shall not employ an unqualified cook, waiter, waitress or clerk unless he has a qualified cook, waiter, waitress or clerk, respectively, in his employ, and for each qualified cook, waiter, waitress or clerk employed he shall not employ more than one unqualified cook, waiter, waitress or clerk, as the case may be.

(iii) dat, indien 'n werkgever ingevolge enige wet geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geld 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 werkgever 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 bepalings van hierdie klousule nie van toepassing is nie.

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk vir 'n tydperk wat oor meer as drie opeenvolgende kalenderdae strek, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde 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 betaling ingevolge hierdie klousule by twee of meer geleenthede ontvang het, sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik ná die laaste sodanige geleentheid volg van die werknemer 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 werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling ten opsigte van slegs die siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring, of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige verstryking of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook te omvat —

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1),

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

(ii) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om ten opsigte van enige een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie,

en enige tydperk van diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van die inwerkingtrede 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 sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken "ongeskiktheid" die onvermoë om te werk weens enige 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 werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag nie werk nie, minstens sy maandloon betaal vir die maand waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever, behoudens die bepalings van klousule 4 (6)—

(a) hom vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus sy dagloon vir elke sodanige dag wat hy gewerk het; of

(b) hom vir elke sodanige dag wat hy gewerk het, een ekstra dag jaarlikse verlof toestaan en hom vir elke sodanige ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule geld nie vir 'n nagportier, 'n nagwag of 'n los werknemer nie.

9. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalifiseerde kok, kelner, kelnerin of klerk in diens neem tensy hy onderskeidelik 'n gekwalifiseerde kok, kelner, kelnerin of klerk in diens het nie, en vir elke gekwalifiseerde kok, kelner, kelnerin of klerk in sy diens mag hy hoogstens een ongekwalifiseerde kok, kelner, kelnerin of klerk in diens neem, na gelang van die geval.

(2) An employer shall not employ a cook's assistant unless he has a qualified cook in his employ, and for each qualified cook employed he shall not employ more than one cook's assistant.

(3) For the purpose of this clause—

- (a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class may be deemed to be a qualified employee;
- (c) part-time employees shall be deemed not to be employees.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer: Provided that an employer may pay to his employee, in addition to the wage prescribed for him in clause 3 (1), the sum of sixty-five cents per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment, not less than one work day's;
- (b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an Agreement in terms of the second proviso to 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 and shall run from the day on which it is given: 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 in terms of clause 7.

(4) Notwithstanding anything to the contrary in the 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.

12. 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 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.

13. PROHIBITION OF EMPLOYMENT.

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

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

(3) By die toepassing van hierdie klousule—

- (a) mag 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van dié klas te wees;
- (b) mag 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, geag word 'n gekwalifiseerde werknemer te wees;
- (c) word deeltydse werknemers nie geag werknemers te wees nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemer moet dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon wat in klousule 3 (1) vir hom voorgeskryf word, die bedrag van vyf-en-sestig sent per maand kan betaal en sodanige werknemer moet dan sy eie uniform, oorpak of ander beskermende klere verskaf, wat dan sy eiendom is en bly.

11. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag,
- (b) ná die eerste vier weke diens, minstens een week,

kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of aan die werkgewer, na gelang van die geval, minstens die volgende te betaal—

- (i) in die geval van een werkdag se kennis, die dagloon wat die werknemer ten tyde van die beëindiging ontvang;
- (ii) in die geval van een week se kennis, die weekloon wat die werknemer ten tyde van die beëindiging ontvang:

Met dien verstande dat hierdie bepaling nie die volgende raak nie—

- (i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennistydperk wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die inwerkingtreëning van enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die tydperk van kennisgewing waaroor daar ooreengekom is.

(3) Die kennis in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en loop vanaf die dag waarop dit gegee word: Met dien verstande—

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

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

12. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak, uitgesonderd deur die dros van 'n werknemer, aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee, wesenlik in die vorm wat in die Bylae by hierdie Vasstelling voorgeskryf word, waarin die volle naam van die werkgewer en van sy werknemer, die beroep van die werknemer, die datum van aanvang en die datum van beëindiging van die kontrak en die werknemer se weekloon op die datum van sodanige beëindiging aangegee word.

13. VERBOD OP INDIENSNEMING.

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

SCHEDULE.

I/We (a) carrying on trade in the Private Hotel and Boarding-house Trade at

hereby certify that

was employed by me/us (a) from the

day of 19 to the

day of 19 as (b)

At the termination of

employment his/her (a) wage was rand

cents per week/month (a).

(Signature of Employer or
Authorised Representative.)

Date

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., cook, waiter.

No. R. 611.] [30 April 1965.

WAR MEASURES ACT, 1940.

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

PRIVATE HOTEL AND BOARDING-HOUSE TRADE, CERTAIN COASTAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) or 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 Wage Determination for the Private Hotel and Boarding-house Trade, Certain Coastal Areas, published under Government Notice No. R. 610 of the 30th April, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

Ek/Ons (a) sake doen in die privaathotel- en losieshuisbedryf te wat

verklaar hierby dat

in my/ons (a) diens was van die

dag van 19 tot die

dag van 19 as (b)

By diensbeëindiging was sy/haar (a) loon rand

sent per week/maand (a).

(Handtekening van werkgever of
gemagtigde verteenwoordiger.)

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv., kok, kelner.

No. R. 611.] [30 April 1965.

WET OP OORLOGSMAATREËLS, 1940.

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

PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SEKERE KUSGEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Privaathotel- en Losieshuisbedryf, Sekere Kusgebiede, gepubliseer by Goewermentskennisgewing No. R. 610 van 30 April 1965.

M. VILJOEN,
Adjunk-minister van Arbeid.

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