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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1139

13 June 1975

WAGE ACT, 1957

WAGE DETERMINATION 362.—PRIVATE HOTEL AND BOARDING-HOUSE TRADE, CERTAIN INLAND AREAS

By the direction of the Minister of Labour, it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Private Hotel and Boarding-house Trade, Certain Inland Areas, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees, other than managers, in the Private Hotel and Boarding-house Trade in the following areas, namely:

Cape Province.—The municipal area of Kimberley.

Natal.—The municipal area of Pietermaritzburg.

Orange Free State.—The municipal area of Bloemfontein and the Magisterial District of Sasolburg.

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

2. DEFINITIONS

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

(1) "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;

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1139

13 Junie 1975

LOONWET, 1957

LOONVASTELLING 362.—PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SEKERE BINNELANDSE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvastelling wat in die Bylae hiervan verskyn ten opsigte van die Privaathotel- en Losieshuisbedryf, Sekere Binnelandse Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvastelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASTELLING

Hierdie Vastelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Privaathotel- en Losieshuisbedryf in die volgende gebiede, naamlik:

Kaaprovinsie.—Die munisipale gebied Kimberley.

Natal.—Die munisipale gebied Pietermaritzburg.

Oranje-Vrystaat.—Die munisipale gebied Bloemfontein en die landdrosdistrik Sasolburg.

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

2. WOORDOMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vastelling gebruyk is in die Loonwet, 1957, omskryf word dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband beteken—

(1) "assistent-huishoudster" 'n vroulike werknemer wat 'n huishoudster in die uitvoering van haar pligte bystaan en in haar afwesigheid vir haar mag optree;

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(2) "establishment" means any premises in or in connection with which one or more employees are employed in the Private Hotel and Boarding-house Trade;

(3) "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;

(4) "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;

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

(6) "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;

(7) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate;

(8) "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;

(9) "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;

(10) "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;

(11) "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;

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

(13) "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;

(14) "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;

(15) "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;

(16) "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;

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

(3) "bestuurder" 'n werknemer wat deur sy werkgever 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;

(4) "deeltydse werknemer" 'n werknemer wat by die week of maand hoogstens vyf gewone werkure op enige dag in diens is;

(5) "faktotum" 'n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer;

(6) "gas" iemand wat hetsy vas of tydelik by 'n bedryfsinrigting inwoon, en omvat dit ook 'n tafelloseerder of 'n besoeker, maar nie die werkgever of sy gesin nie en ook nie 'n werknemer of dié se gesin nie;

(7) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; en omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie;

(8) "hoofkelner" of "hoofkelnerin" 'n gekwalfiseerde kelner of kelnerin wat in die eetkamer van 'n bedryfsinrigting die beheer en toesig het oor die werk van die kelners, kelnerinne, slaapkamerbediende-kelners of -kelnerinne;

(9) "hoofkok" 'n gekwalfiseerde kok wat die beheer en toesig het oor die werk van die werknemers in die kombuis van 'n bedryfsinrigting waarin minstens nog een gekwalfiseerde kok in diens is;

(10) "huishoudster" 'n vroulike werknemer wat—

- (a) oor die werk van 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;

(11) "kelner" 'n manlike werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste met etes bedien en toebröodjies of slaai mag maak;

(12) "kelnerin" 'n vroulike werknemer, uitgesonderd 'n slaapkamerbediende-kelnerin, wat dieselfde pligte as dié van 'n kelner het;

(13) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander klerklike werk doen en omvat dit ook 'n kassier en 'n 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;

(14) "kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n kombuishulp, 'n kelner of 'n kelnerin, wat die voedsel vir die gaste voorberei of gaarmaak;

(15) "koksmaat" 'n werknemer, uitgesonderd 'n kombuishulp, wat onder die toesig van 'n hoofkok of 'n gekwalfiseerde kok sodanige kok by enige van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat bedoel is vir gebruik deur ander persone as gaste, en wat ontbyt vir gaste mag gaarmaak;

(16) "kombuishulp" 'n werknemer, uitgesonderd 'n werknemer graad II, wat rou voedsel sny of berei vir gaarmaak, geroosterde brood of tee, koffie of soortgelyke drank maak, pap of eiers gaarmaak, of omsien na groente wat kook;

(17) "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;

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

(19) "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;

(20) "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.;

(21) "night watchman" means an employee who between the hours of 6 p.m. and 6 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;

(22) "experience" means in relation to a bedroom attendant-waiter, 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-waiter, 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;

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

(24) "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;

(25) "Private Hotel and Boarding-house Trade" means the trade carried on by persons who carry on the business of hotel-keeper or boarding- or lodging-housekeeper by supplying meals and lodging to others for remuneration, but excluding—

(a) persons whose gross receipts from such business do not exceed R2 000 per year;

(b) 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;

(c) persons keeping or conducting a boarding- or lodging-house exclusively for school-going children, students or teachers;

(d) a utility company or other body in respect of a dwelling or scheme constructed or carried out wholly or partly by means of a housing loan made under section 53 of the Housing Act, 1966 (Act 4 of 1966).

(26) "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;

(27) "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;

(28) "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;

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

(30) "Grade I employee" means a kitchen hand, a page and a night watchman, and includes an employee not specifically mentioned in clause 3 (1);

(17) "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 werknemer sy werknemer ten opsigte van sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(18) "los werknemer" 'n werknemer wat op hoogstens drie dae in enige week deur dieselfde werkgever in diens geneem word;

(19) "noodwerk" werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;

(20) "nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hul kamers te neem of te sorg dat vuur soggens in die kombuis gemaak word en wat ná 8 nm. tee, koffie of soortgelyke drank, of toebröodjies, mag maak of gaste daarmee bedien;

(21) "nagwag" 'n werknemer wat tussen 6 nm. en 6 vm. waghou oor die perseel, bagasie, voertuie of ander eiendom, die vuur vir 'n waterververmer mag maak, stook of uithaal en in 'n kombuistoef mag vuurmaak, water mag opsit om te kook en pap mag maak;

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

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

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

(25) "Privaathotel- en Losieshuisbedryf" die bedryf soos uitgeoefen deur persone wat as hotelhouer of losies- of huurkamerhuishouer sake doen deur-maaltye en huisvesting aan andere teen vergoeding te verskaf maar uitgesonderd—

(a) persone wie se bruto ontvangste uit sodanige bedryf hoogstens R2 000 per jaar bedra;

(b) die bedryf ten opsigte waarvan 'n lisensie, behalwe 'n maaltydwyne-en-bierlisensie, kragtens die Drankwet, 1928, soos gewysig, vereis word;

(c) persone wat 'n losies- of huurkamerhuis uitsluitlik vir skoolgaande kinders, studente of onderwysers hou of dryf;

(d) 'n nutsmaatskappy of ander liggaam ten opsigte van 'n woning of skema geheel en al of gedeeltelik gebou of uitgevoer deur middel van 'n behuisinglening toegestaan kragtens artikel 53 van die Behuisingwet, 1966 (Wet 4 van 1966);

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

(27) "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;

(28) "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;

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

(30) "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;

(31) "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 6 a.m. and 6 p.m.;

(k) gardening work;

(32) "Law" includes the common law.

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

3. REMUNERATION

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

(a) *Employees other than part-time employees and casual employees.*

	<i>In all areas Per month R</i>
Clerk, male, unqualified—	
during the first year of experience.....	90
during the second year of experience.....	104
during the third year of experience.....	118
during the fourth year of experience.....	132
during the fifth year of experience.....	146
thereafter, as qualified.....	160
Clerk, female, unqualified—	
during the first year of experience.....	85
during second year of experience.....	95
during the third year of experience.....	105
during the fourth year of experience.....	115
thereafter, as qualified.....	125

(ii)

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

(a) Etes, tee of koffie of soortgelyke drank aandra, uitgesonderd na gaste wat in die eetkamer van 'n bedryfsinrigting aan tafel is;

(b) gerei, bagasie of ander goed dra, verskuif of opstapel, of vuilwater verwyder, of kraffies of bekiers vul of leegmaak;

(c) briewe, boodskappe of pakkies te voet of met 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 sny;

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

(h) diere of pluimvee oppas;

(i) 'n handkar of soortgelyke vervoermiddel stoot of trek;

(j) persele, bagasie, voertuie of ander goed oppas hoofsaaklik tussen 6 vm. en 6 nm.;

(k) tuinmaak;

(32) "Wet" ook die gemene reg.

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

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd deeltydse werknemers en los werknemers:*

	<i>In alle gebiede Per maand R</i>
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	90
gedurende die tweede jaar ondervinding.....	104
gedurende die derde jaar ondervinding.....	118
gedurende die vierde jaar ondervinding.....	132
gedurende die vyfde jaar ondervinding.....	146
daarna, as gekwalifiseerd.....	160
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	85
gedurende die tweede jaar ondervinding.....	95
gedurende die derde jaar ondervinding.....	105
gedurende die vierde jaar ondervinding.....	115
daarna, as gekwalifiseerd.....	125

	<i>In the Magisterial District of Johannesburg</i>	<i>In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria</i>	<i>In the municipal areas of Bloemfontein, Kimberley and the Magisterial District of Sasolburg</i>	<i>In the municipal area of Pietermaritzburg</i>
	<i>Per month R</i>	<i>Per month R</i>	<i>Per month R</i>	<i>Per month R</i>
Assistant housekeeper.....	102,00	98,00	90,00	90,00
Handyman.....	85,00	80,50	62,50	62,50
Head waiter or head waitress.....	75,00	71,50	62,50	66,50
Head cook.....	104,50	95,50	80,50	82,50
Housekeeper.....	126,00	122,00	110,00	110,00
Waiter, unqualified—				
during the first six months of experience.....	49,00	46,50	38,50	41,50
during the second six months of experience....	52,00	49,50	39,50	43,50
during the third six months of experience....	55,50	52,50	41,00	46,00
thereafter, as qualified.....	59,00	56,00	42,50	48,50

	In the Magisterial District of Johannesburg	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria	In the municipal areas of Bloemfontein, Kimberley and the Magisterial District of Sasolburg	In the municipal area of Pietermaritzburg
	Per month R	Per month R	Per month R	Per month R
Waitress, unqualified—				
during the first six months of experience....	45,50	43,50	37,50	40,00
during the second six months of experience...	48,50	46,50	39,50	42,50
during the third six months of experience....	52,00	49,50	41,50	45,50
thereafter, as qualified.....	55,50	53,00	43,50	48,50
Cook, male, unqualified—				
during the first six months of experience....	50,50	48,00	41,00	42,50
during the second six months of experience...	57,50	54,50	45,50	48,50
during the third six months of experience....	64,50	61,00	50,00	54,50
during the fourth six months of experience...	71,50	67,50	55,00	61,00
thereafter, as qualified.....	78,50	74,50	60,00	67,50
Cook, female, unqualified—				
during the first six months of experience....	49,00	46,50	40,00	41,50
during the second six months of experience...	55,50	52,50	43,50	47,50
during the third six months of experience....	62,00	58,50	47,00	53,50
during the fourth six months of experience...	68,50	65,00	51,00	60,00
thereafter, as qualified.....	75,00	71,50	55,00	66,50
Cook's assistant.....	62,00	59,00	43,50	48,50
Night porter.....	67,00	63,50	46,50	47,50
Porter.....	65,00	62,00	43,50	45,00
Bedroom attendant, male.....	52,00	50,00	41,00	42,50
Bedroom attendant, female.....	49,00	46,50	37,50	41,50
Bedroom attendant—waiter—				
during the first six months of experience....	52,00	50,00	40,00	42,50
thereafter, as qualified.....	55,50	53,00	42,50	45,00
Bedroom attendant—waitress—				
during the first six months of experience....	49,00	46,50	37,50	41,50
thereafter, as qualified.....	52,00	50,00	40,00	43,50
Grade I employee.....	47,00	45,00	40,00	40,00
Grade II employee, male—				
18 years of age or over.....	45,50	43,50	37,50	37,50
under 18 years of age.....	37,50	35,50	31,50	31,50
Grade II employee, female.....	39,00	37,50	32,50	32,50

(ii)

	In die landdrosdistrik Johannesburg	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria	In die munisipale gebiede van Bloemfontein en die landdrosdistrik Sasolburg	In die munisipale gebied van Pietermaritzburg
	Per maand R	Per maand R	Per maand R	Per maand R
Assistent-huishoudster.....	102,00	98,00	90,00	90,00
Faktotum.....	85,00	80,50	62,50	62,50
Hoofkelner of hoofkelnerin.....	75,00	71,50	62,50	66,50
Hoofkok.....	104,50	95,50	80,50	82,50
Huishoudster.....	126,00	122,00	110,00	110,00
Kelner, ongekwalifiseerd—				
gedurende die eerste ses maande ondervinding	49,00	46,50	38,50	41,50
gedurende die tweede ses maande ondervinding	52,00	49,50	39,50	43,50
gedurende die derde ses maande ondervinding.	55,50	52,50	41,00	46,00
daarna, as gekwalifiseerd.....	59,00	56,00	42,50	48,50
Kelnerin, ongekwalifiseerd—				
gedurende die eerste ses maande ondervinding	45,50	43,50	37,50	40,00
gedurende die tweede ses maande ondervinding	48,50	46,50	39,50	42,50
gedurende die derde ses maande ondervinding.	52,00	49,50	41,50	45,50
daarna, as gekwalifiseerd.....	55,50	53,00	43,50	48,50
Kok, man, ongekwalifiseerd—				
gedurende die eerste ses maande ondervinding	50,50	48,00	41,00	42,50
gedurende die tweede ses maande ondervinding	57,50	54,50	45,50	48,50
gedurende die derde ses maande ondervinding.	64,50	61,00	50,00	54,50
gedurende die vierde ses maande ondervinding.	71,50	67,50	55,00	61,00
daarna, as gekwalifiseerd.....	78,50	74,50	60,00	67,50

	In die landdros- distrik Johannesburg	In die landdros- distrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Rand- fontein, Roo-de- poort, Springs, Vanderbijlpark, Vereeniging en Westonaria	In die munisipale gebiede van Bloemfontein en Kimberley en die landdrosdistrik Sasolburg	In die munisipale gebied van Pietermaritzburg
	Per maand R	Per maand R	Per maand R	Per maand R
Kok, vrou, ongekwalifiseerd—				
gedurende die eerste ses maande ondervinding.	49,00	46,50	40,00	41,50
gedurende die tweede ses maande ondervinding	55,50	52,50	43,50	47,50
gedurende die derde ses maande ondervinding.	62,00	58,50	47,00	53,50
gedurende die vierde ses maande ondervinding	68,50	65,00	51,00	60,00
daarna, as gekwalifiseerd.....	75,00	71,50	55,00	66,50
Koksmaat.....	62,00	59,00	43,50	48,50
Nagportier.....	67,00	63,50	46,50	47,50
Portier.....	65,00	62,00	43,50	45,00
Slaapkamerbediende, man.....	52,00	50,00	41,00	42,50
Slaapkamerbediende, vrou.....	49,00	46,50	37,50	41,50
Slaapkamerbediende—kelner—				
gedurende die eerste ses maande ondervinding.	52,00	50,00	40,00	42,50
daarna, as gekwalifiseerd.....	55,50	53,00	42,50	45,00
Slaapkamerbediende—kelnerin—				
gedurende die eerste ses maande ondervinding	49,00	46,50	37,50	41,50
daarna, as gekwalifiseerd.....	52,00	50,00	40,00	43,50
Werknemer graad I.....	47,00	45,00	40,00	40,00
Werknemer graad II, man—				
18 jaar of ouer.....	45,50	43,50	37,50	37,50
onder 18 jaar.....	37,50	35,50	31,50	31,50
Werknemer graad II, vrou.....	39,00	37,50	32,50	32,50

(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 and with the same experience who performs the same class of work as the part-time employee is required to do.

(c) *Casual employee.*—A casual employee shall be paid in respect of every day of part of a day of employment not less than one twenty-sixth of the monthly 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—

(i) 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;

(ii) 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 50 per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a 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 subclause (1), read with subclause (3), for an employee of his class in the area in which he works, 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) 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;

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

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

(i) waar die werkgever van 'n los werknemer vereis of hom toelaat om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" beteken die maandloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

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

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

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

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

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

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

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

Provided that—

- (i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;
 - (ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week and of a casual employee his daily wage calculated in terms of clause 3 (1) (c) divided by nine.
- (b) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by 26.
- (c) The weekly wage of an employee shall be his monthly wage divided by 4½.

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 in cash monthly or weekly or, with the consent of the employee, by cheque during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

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

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement.

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

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, and subject to subclause (7) an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

- (i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

- (i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;
 - (ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.
- (4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is en van 'n los werknemer sy dagloon bereken ingevolge klousule 3 (1) (c), gedeel deur nege.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur 26.
- (c) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 6 (5), moet elke 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, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop, of wat vergesel gaan, van 'n staat waarop gemeld word—

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

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig.

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

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

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

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadgebiede) Konsolidasiewet, 1945, en subklousule (7), mag 'n werkgever nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vastelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) 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 Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Board Per month	Lodging Per month	Board and lodging Per month
	R	R	R
(i) Casual employees.....	10 cents per meal		
(ii) Assistant housekeeper, clerk and housekeeper, other than casual employees.....	20,00	10,00	30,00
(iii) All other employees, other than casual employees.....	10,00	2,50	12,50

(e) whenever an employee is not regularly provided with three meals a day, a deduction of 25c in the case of an assistant housekeeper, a clerk or a housekeeper and 10c in the case of all other employees for each meal supplied to him by the employer; and

(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 subclause (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 subclause (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—

(a) in the case of an employee other than a part-time or a casual employee, 58 in any week from Monday to Sunday, inclusive;

(b) in the case of a part-time employee, 35 in any week from Monday to Sunday, inclusive;

(c) 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 14 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 30 minutes within one hour before or after 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—

(i) periods of work interrupted by intervals of less than 30 minutes shall be deemed to be continuous;

(ii) 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 16 consecutive hours commencing at 2.30 p.m. or 2½ 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 subclause (1) shall be overtime.

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

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

(b) in the case of any other employee, 10 hours in any week.

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

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

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

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Kos Per maand	Inwoning Per maand	Kos en inwoning Per maand
	R	R	R
(i) Los werknemers.....	10 sent per ete		
(ii) Assistent-huishoudster, klerk en huishoudster, uitgeson- derd los werknemers.....	20,00	10,00	30,00
(iii) Alle ander werknemers, uit- gesonderd los werknemers..	10,00	2,50	12,50

(e) wanneer 'n werknemer nie gereeld van drie etes per dag voorsien word nie, 'n bedrag van 25c in die geval van 'n assistent-huishoudster, klerk of huishoudster en 10c in die geval van alle ander werknemers vir elke ete deur die werkgewer aan hom verskaf;

(f) met die skriftelike toestemming van 'n werknemer, enige 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 Bantodorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

(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 ander werknemer as 'n deeltydse of 'n los werknemer, 58 in enige week van Maandag tot en met Sondag;

(b) in die geval van 'n deeltydse werknemer, 35 in enige week van Maandag tot en met Sondag;

(c) in die geval van 'n los werknemer, nege op enige dag.

(2) *Spreading.*—Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n spreiding van hoogstens 14 uur op 'n dag voltooi word.

(3) *Etenspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat dan op diens is, 'n etenspouse van minstens 30 minute toestaan binne een uur voor of ná elke gereelde etensyd 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 geen deel van die gewone werkure of oortyd nie: Met dien verstande—

(i) dat werktyle wat onderbreek word deur pouses van minder as 'n halfuur geag word aaneen te loop;

(ii) dat die werktidperk tussen enige twee sodanige etenspouses hoogstens ses opeenvolgende ure mag wees.

(4) *Weeklikse rustyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week 'n rustyd toestaan van minstens 16 agtereenvolgende ure met aanvang 2.30 nm., of 2½ agtereenvolgende 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 bo die getal ure in subklousule (1) voorgeskryf werk, is oortyd.

(6) *Beperking op 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 enige ander werknemer 10 uur in 'n week.

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

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

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

(8) *Savings*.—(a) This clause shall not apply to a night porter or a night watchman.

(b) Subclauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

(1) Subject to subclauses (2), (3) and (4), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a night porter or a night watchman, 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive 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 which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and 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) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;

(iii) if 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) 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 12 months of employment to which the period of leave relates.

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

(i) the request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

(4) At the written request of his employee, an employer may, in lieu of granting the leave prescribed in subclause (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 that—

(i) payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer;

(ii) the request is made by the employer not later than four months after the expiry of the 12 months of employment to which the leave relates.

(iii) 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 12 months of employment to which the leave relates, whichever is the later.

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

(6) An employee whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination, and in addition to any

(8) *Uitsonderings*.—(a) Hierdie klousule is nie van toepassing op 'n nagportier of 'n nagwag nie.

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

6. JAARLIKSE VERLOF

(1) Behoudens subklousules (2), (3) en (4) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydsperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n nagportier of 'n nagwag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

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

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

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

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydsperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydsperk gevoeg moet word as 'n verdere tydsperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydsperk van 12 maande diens waarop die verloftydsperk betrekking het, van sodanige verloftydsperk kan aftrek.

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

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

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydsperk bewaar.

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

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

(i) dat betaling in plaas van verlof hoogstens een maal in elke twee agtereenvolgende tydsperke van 12 maande diens by dieselfde werkgewer toegelaat word;

(ii) dat die werknemer die versoek doen binne uiters vier maande ná verstryking van die 12 maande diens waarop die verlof betrekking het;

(iii) dat die werkgewer die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die verstrykingsdatum van die tydsperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die datums.

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

(6) Aan 'n werknemer wie se diens gedurende enige diens-termyn van 12 maande eindig voordat die verloftydsperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn ooploop het, moet daar by sodanige diensbeëindiging, benewens

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 subclause (1) (a), one-fourth; and
- (b) in the case of an employee referred to in subclause (1) (b), one-sixth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2); provided further that, subject to clause 12 (4), an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

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

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (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 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—

- (i) on leave in terms of this clause;
- (ii) on sick leave in terms of clause 7;
- (iii) on the instructions or at the request of his employer;

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

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

and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 24 work days' sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay of more than one work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 24 work days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but to not less than the rate of accrual set out in the first proviso to this subclause;

enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstertmyn 'n bedrag betaal word van minstens—

- (a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een-vierde van die weekloon;
- (b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, 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 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

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

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

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer;

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

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

en word diens geag te begin—

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

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

(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 waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 24 werkdag gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 24 werkdag in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

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

(iv) if in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, 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—

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

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day;

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

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

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

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

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

8. PUBLIC HOLIDAYS

(1) Subject to clauses 4 (6) and 6 (2), 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 or the week, as the case may be, in which such day falls not less than his monthly wage or weekly 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 or the week, as the case may be, in which such day falls not less than his monthly or weekly 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.

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

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

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag;

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings tydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vastelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vastelling verleen te wees;

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

8. OPENBARE VAKANSIEDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk nie, minstens sy maand- of weekloon betaal vir die maand of die week, na gelang van die geval, waarin so 'n dag val.

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

(a) hom vir die maand of week na gelang van die geval, waarin so 'n dag val, minstens sy maand- of weekloon 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 die ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule is nie op 'n nagportier, 'n nagwag of 'n los werknemer van toepassing nie.

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.

(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. PROHIBITION OF EMPLOYMENT

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

11. 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 R1,30 per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's;

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

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

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

Provided that this shall not affect—

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

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

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

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

(3) The notice prescribed in subclause (1) may be given on any work day and shall run from the day on which it is given: Provided that—

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

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

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than

9. VERHOUDINGSYFER

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

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

(3) By die toepassing van hierdie klousule—

(a) word 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig geag 'n gekwalfiseerde werknemer van dié klas te wees;

(b) kan 'n ongekwalfiseerde werknemer wat minstens die loon van 'n gekwalfiseerde werknemer van sy klas ontvang geag word 'n gekwalfiseerde werknemer te wees;

(c) geld deelydse werknemers nie as werknemers nie.

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n 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) voorgeskryf is, die bedrag van R1,30 per maand kan betaal en sodanige werknemer dan sy eie uniform, oorpak of ander beskermende klere moet verskaf, en dit sy eiendom is en bly.

12. BEÏNDIGING VAN DIENSKONTRAK

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

(a) gedurende die eerste vier weke diens, minstens een werkdag;

(b) na die eerste vier weke diens, minstens een week;

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

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie.

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied en loop vanaf die dag waarop dit gegee is: Met dien verstande dat—

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

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

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

that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (6), that the employee paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

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 month/week (a).

(Signature of employer or authorised
representative)

Date..... 19.....

(a) Delete whichever is inapplicable.
(b) State occupation in which employee was wholly or mainly engaged, e.g. cook, waiter.

No. R. 1151

13 June 1975

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 261.—PRIVATE HOTEL AND BOARDING-HOUSE TRADE, CERTAIN INLAND AREAS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 261, published under Government Notice R. 354 of 12 March 1965.

M. VILJOEN, Minister of Labour.

van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (6) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

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

BYLAE

Ek/Ons (a)
wat die Privaathotel- en Losieshuisbedryf uitoefen te.....

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 werkgewer of gemagtigde
vertegenwoordiger)

Datum..... 19.....

(a) Skrap wat nie van toepassing is nie.
(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv., kok, kelner.

No. R. 1151

13 Junie 1975

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOON-VASSTELLING 261.—PRIVAATHOTEL- EN LOSIES-HUISBEDRYF, SEKERE BINNELANDSE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, trek hierby in kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 261, gepubliseer by Goewermentskennisgewing R. 354 van 12 Maart 1965.

M. VILJOEN, Minister van Arbeid.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

Registered mail carries no insurance.

Send valuables by
INSURED PARCEL POST
and

Money by means of a **POSTAL ORDER** or
MONEY ORDER.



Use air mail parcel post

———*It's quicker!*



CONSULT YOUR LOCAL POSTMASTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per
VERSEKERDE PAKKETPOS

en

Geld deur middel van 'n **POSORDER** of
POSWISSEL.



Stuur u pakkette per lugpos

———*dis vinniger!*



RAADPLEEG U PLAASLIKE POSMEESTER.

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