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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1669

29 Augustus 1975

LOONWET, 1957

LOONVASSTELLING 364

VERVERSINGSBEDRYF, SEKERE HOOFGEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Verversingsbedryf in die volgende gebiede:

Kaapprovinsie.—Die munisipale gebiede Beaconbaai, Bellville, Kaapstad (met inbegrip van die Strandgebied soos omskryf by Goewermentskennisgewing 152 van 5 Februarie 1960), Oos-Londen (soos dit bestaan het voordat Proklamasie 33 van 1970 van die Administrateur van die Provinsie Die Kaap die Goeie Hoop in werking getree het), Vishoek, Goodwood, Kimberley, Milnerton, Parow, Pinelands, Port Elizabeth en Simonstad.

Natal.—Die munisipale gebiede Durban, Pietermaritzburg, Pinetown, Queensburgh en Westville.

Oranje-Vrystaat.—Die munisipale gebiede Bloemfontein, Sasolburg en Welkom.

Transvaal.—Die munisipale gebiede Carletonville, Klerksdorp, Nigel, Orkney, Stilfontein, Vanderbijlpark en Vereeniging.

2. WOORDOMSKRYWINGS

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

“algemene werker” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Water kook;
- (b) persele of gerei, meubels, voertuie, groente, vis, pluimvee of ander artikels skoonmaak;
- (c) goedere, eetware of ander artikels dra, verskuif of opstapel, uitgesonderd etes of verversings na klante dra;
- (d) goedere op voertuie laai of van voertuie aflaai;
- (e) pluimvee pluk of groente of vrugte met die hand of ’n handmasjien afskil of opsnij;
- (f) vure maak of aan die brand hou of vullis of as verwyder;

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1669

29 August 1975

WAGE ACT, 1957

WAGE DETERMINATION 364

CATERING TRADE, CERTAIN PRINCIPAL AREAS

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Catering Trade, Certain Principal 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 THE DETERMINATION

This Determination shall apply to all employers and all their employees in the Catering Trade in the following areas:

Cape Province.—The municipal areas of Beacon Bay, Bellville, Cape Town (including the Foreshore as defined in Government Notice 152 of 5 February 1960), East London (as it was before Proclamation 33 of 1970 by the Administrator of the Province of the Cape of Good Hope came into operation), Fish Hoek, Goodwood, Kimberley, Milnerton, Parow, Pinelands, Port Elizabeth and Simonstown.

Natal.—The municipal areas of Durban, Pietermaritzburg, Pinetown, Queensburgh and Westville.

Orange Free State.—The municipal areas of Bloemfontein, Sasolburg and Welkom.

Transvaal.—The municipal areas of Carletonville, Klerksdorp, Nigel, Orkney, Stilfontein, Vanderbijlpark and Vereeniging.

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 it has in that Act, and unless inconsistent with the context—

“barman” means an employee who is engaged in supplying liquor intended for customers to a wine steward and who may serve liquor to customers over a counter;

“cashier” means an employee who is engaged in an establishment in receiving cash from customers and who may show customers to their seats;

“casual employee” means an employee who is employed by the same employer on not more than three days of any week;

“Catering Trade” means the trade in which employers and employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or portion thereof, whether permanent,

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"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Verversingsbedryf in diens is;

"besteller graad A" 'n werknemer wat boodskappe, briewe of goedere aflewer deur middel van 'n twee- of driewielvoertuig wat deur 'n motor met 'n enjinkapasiteit van hoogstens 100 cm³ aangedryf word;

"besteller graad B" 'n werknemer wat boodskappe, briewe of goedere te voet of deur middel van 'n trapfiets, driewiel- of 'n ander voet- of handvoertuig aflewer;

"dag" 'n tydperk van 24 uur gereken vanaf die tyd wat 'n werknemer begin werk;

"deeltidse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir alsaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomsynging omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

"deeltidse teaterwerknemer" 'n werknemer wat as toonbankbediener, kelner of teaterverkoper vir hoogstens 31 gewone werkeure per week in die vaste diens van 'n teater of bioskoop is;

"deeltidse werknemer" 'n werknemer, uitgesonderd 'n deeltidse drywer van 'n motorvoertuig of 'n deeltidse teaterwerknemer, wat vir hoogstens 25 gewone werkeure in enige bepaalde week in die vaste diens van 'n bedryfsinrigting is;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomsynging omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"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;

"kassier" 'n werknemer wat in 'n bedryfsinrigting geld van klante ontvang en wat klante hul sitplekke kan aanwys;

"kelner" 'n werknemer, uitgesonderd 'n toonbankbediener, wynkelner of teaterverkoper, wat etes of verversings, uitgesonderd alkoholiese drank, aan klante bedien en wat betaling kan ontvang vir 'n bestelling deur hom gewerf, geneem of uitgevoer. eetgerief of breekgoed kan nagaan of tafels kan dek of afdek;

"klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig, en omvat dit ook 'n kassier, 'n ontvangsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

"kok" 'n werknemer, uitgesonderd 'n roosterbediener, kombuiswerker of spensbediener, wat kos berei of kook;

"kok, eerste", 'n kok wat in beheer is oor die kombuis van 'n bedryfsinrigting waarin een of meer gekwalfiseerde kokke in diens is;

"kombuiswerker" 'n werknemer wat onder die algemene toetsig van 'n kok omsien na groente aan die kook, vleis of pluimvee bedruip, melk kook, broodrooster, tee of koffie of dergelike drank maak, 'n kragaangedrewe skottelgoed- of afvalmasjien of aartappelskiller bedien, of botter- of konfijtpotte of standertjies vul;

"kroegman" 'n werknemer wat aan 'n wynkelner alkoholiese drank vir klante verskaf en wat alkoholiese drank oor 'n toonbank aan klante kan bedien;

"loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werknemer sy werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

"motorvoertuig" 'n kragaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat vir die vervoer van goedere gebruik word, en omvat dit ook 'n voorhaker en 'n trekker; "noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorvoertuig met 'n enjinkapasiteit van meer as 100 cm³, die onbelaste massa geag word hoogstens 450 kg te wees;

"ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as klerk in enige bedryf of in diens van die Staat gewerk het;

temporary, indoors or in the open air, and this includes such activities when carried on in or from one or more classes of premises or portions thereof—

(a) which are used as public restaurants, cafés or tearooms;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;

(d) where the above-mentioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1928, held by such employers, but it does not include hotels, establishments trading exclusively under a wine and malt liquor licence, boarding-houses, accommodation establishments, establishments in which meals or refreshments are sold or supplied to persons other than Whites for consumption on the premises or establishments which cater solely for the supply of meals or refreshments to Non-Whites;

and includes all operations incidental to or consequent on any of the aforesaid activities;

"clerk" means an employee who is engaged in writing, typing, filing, or any other form of clerical work and includes a cashier, a receptionist and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;

"cook" means an employee, other than a grill-hand, kitchen-hand or pantry-hand, who is engaged in the preparation or cooking of food;

"cook, first," means a cook who is in charge of the kitchen of an establishment in which one or more qualified cooks are employed;

"counterhand" means an employee who is engaged at a counter in serving meals or refreshments other than liquor, and who may receive cash therefor, and for the purpose of this definition the expression "counter" includes a soda fountain and a milk bar;

"day" means a period of 24 hours calculated from the time an employee starts work;

"delivery employee, Grade A," means an employee who is engaged in delivering messages, letters or goods by means of a two- or three-wheeled vehicle driven by a motor with an engine capacity not exceeding 100 cm³;

"delivery employee, Grade B," means an employee who is engaged in delivering messages, letters or goods on foot or by means of a bicycle, tricycle or other hand- or foot-propelled vehicle;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"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;

"establishment" means any premises in or in connection with which one or more employees are employed in the Catering Trade;

"experience" means, in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;

(b) a counterhand, the total period or periods of employment which an employee has had as a counterhand in the Catering Trade or in the food distributive trade;

(c) a cook or waiter, the total period or periods of employment which an employee has had as a cook or a waiter, respectively, in the Catering Trade or in a hotel or a boarding-house;

(d) a barman or a wine steward, the total period or periods of employment which an employee has had as a barman or a wine steward, respectively, in the Catering Trade or in any branch of the Liquor Trade;

(e) a grill-hand, a pantry-hand or a staff cook, the total period or periods of employment which an employee has had as a grill-hand, a pantry-hand or a staff cook, respectively, in the Catering Trade or in a hotel or boarding-house;

"general worker" means an employee who is engaged in any one or more of the following activities:

(a) Boiling water;

(b) cleaning premises or utensils, furniture, vehicles, vegetables, fish, poultry or other articles;

(c) carrying, moving or stacking goods, foodstuffs or other articles, but excluding the carrying of meals or refreshments to customers;

(b) 'n toonbankbediener, die totale tydperk of tydperke wat 'n werknemer as toonbankbediener in die Verversingsbedryf of in die voedseldistribusiebedryf gewerk het;

(c) 'n kok of kelder, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as kok of kelder in die Verversingsbedryf of in 'n hotel of 'n losieshuis gewerk het;

(d) 'n kroegman of 'n wynkelder, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as kroegman of wynkelder in die Verversingsbedryf of in enige vertakking van die Drankbedryf gewerk het;

(e) 'n roosterbediener, spensbediener of personeelkok, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n roosterbediener, 'n spensbediener of 'n personeelkok in die Verversingsbedryf of in 'n hotel of 'n losieshuis gewerk het;

"ontvangsklerk" 'n werknemer wat in diens geneem word om sitplekke aan klante toe te wys, klante na hul sitplekke te neem, besprekings vir tafels te neem en te maak en wat ook die werk van 'n kassier kan verrig;

"personeelkok" 'n werknemer wat kos uitsluitlik vir die werknemers van 'n bedryfsinrigting berei of gaarmaak;

"roosterbediener" 'n werknemer wat geroosterde etes berei, vis, aartappelskyfies of eiers bak of gaarmaak, hamburgers, worsbroodjies of enige ander soortgelyke voedsel maak of gaarmaak by die voorbereiding waarvan 'n oop rooster gebruik word, of wat geroosterde of gewone toebroodjies maak;

"spensbediener" 'n werknemer wat koue geregte berei, etes opdis of beheer hou oor breekgoed, eetgerei, glasware, tafellinne of spensbenodigdhede, of 'n kragaaangedrewe masjien, uitgesonderd 'n kragaaangedrewe aartappelskiller, bedien wat by die bereiding van vleis, groente of ander voedsel gebruik word;

"spesiale funksie" enige spesiale geleentheid soos 'n dans, dinnee, onthaal, sportbyeenkoms, skou of dergelyke byeenkoms waar etes of verversings verskaf of bedien word;

"teaterverkoper" 'n werknemer wat in 'n teater of 'n bioskoop verversings verkoop vanuit 'n houer wat hy dra of stoot;

"toesighouer" 'n werknemer wat oor die bediening in 'n bedryfsinrigting toesig hou en klante hul sitplekke aanwys;

"toonbankbediener" 'n werknemer wat oor 'n toonbank etes of verversings, uitgesonderd alkoholiese drank, bedien en wat geld daarvoor in ontvangs kan neem, en vir die doel van hierdie woordomskriving omvat die woord "toonbank" ook 'n bruisbron en 'n melksalon;

"Verversingsbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy in die vorm van vloeistowwe of in ander vorms) of beide sodanige etes en verversings te berei in of dit te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnens- of buitenshuis, en dit sluit sodanige bedrywighede in wanneer uitgeoefen in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat as openbare restaurante, kafees of teekamers gebruik word;

(b) waar etes of alkoholvrye drankie bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in drinkglase of ander houers vir verbruik op die perseel verskaf word;

(d) waar bogenoemde bedrywighede uitgeoefen word in of in verband met enige teater, bioskoop, bioskoopteekamer of ander onthaal of funksie;

en sluit ook in die verskaffing van alkoholiese drank in al sulke bedryfsinrigtings of op sulke persele ooreenkomstig 'n dranklisensie wat ingevolge die Drankwet, 1928, deur sulke werkgewers gehou word, maar dit sluit nie in nie hotelle, bedryfsinrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf, losieshuise, huisvestingsinrigtings, bedryfsinrigtings waarin etes of verversings aan ander persone as Blankes vir verbruik op die perseel verkoop of verskaf word of bedryfsinrigtings wat uitsluitlik etes of verversings aan Nie-Blankes verskaf; en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak;

"werkdagindeling" die tydperk in enige dag gereken vanaf die tyd wat 'n werknemer eerste begin werk totdat hy vir daardie dag finaal ophou werk;

"werknemer by 'n spesiale funksie" 'n werknemer wat by die uur in diens geneem word om by 'n spesiale funksie te werk;

"wet" ook die gemene reg;

"wynkelder" 'n werknemer wat alkoholiese drank aan klante bedien en wat betaling kan ontvang vir 'n bestelling wat hy geneem of uitgevoer het.

(d) loading of off-loading goods onto or from vehicles;

(e) plucking poultry or peeling or paring vegetables or fruit by hand or hand-operated machine;

(f) making or maintaining fires or removing refuse or ashes; "grill-hand" means an employee who is engaged in preparing grills, frying or cooking fish, chipped potatoes or eggs, making or cooking hamburgers, hot dogs or any other similar foodstuff in the preparation of which an open grill is used, or in making toasted or ordinary sandwiches;

"kitchen-hand" means an employee who, under the general supervision of a cook, is engaged in attending to vegetables in the process of cooking, basting meat or poultry, boiling milk, making toast, making tea or coffee or similar beverages, operating a power-driven dish-washing, garbage disposal or potato-peeling machine, or in filling butter or jam dishes or cruetts; "law" includes the common law;

"motor vehicle" means any power-driven vehicle with an engine capacity exceeding 100 cm³ used for conveying goods, and includes a mechanical horse and a tractor;

"pantry-hand" means an employee who is engaged in preparing cold dishes, dishing up meals or keeping a check on crockery, cutlery, glassware, napery or other pantry requirements, or in operating a power-driven machine, other than a potato-peeling machine, used in the preparation of meat, vegetables or other foodstuffs;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

"part-time employee" means an employee other than a part-time driver of a motor vehicle or a part-time theatre employee, employed permanently by the establishment for not more than 25 ordinary working hours in any week;

"qualified", with regard to an employee, means that the experience which an employee has had in his class entitles him to the highest wage rate prescribed for such class; and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest wage rate;

"receptionist" means an employee who is engaged in allocating seats to customers, showing customers to their seats, accepting and making reservations in respect of tables and who may also perform the work of a cashier;

"special function" means any special occasion such as a dance, dinner, reception, sports meeting, show or similar gathering at which meals or refreshments are provided or served;

"special function employee" means an employee employed by the hour to work at a special function;

"spread-over" means the period in any day from the time an employee starts work until he leaves off work for that day;

"staff cook" means an employee who is engaged in the preparation or cooking of food solely for the employees of an establishment;

"supervisor" means an employee who is engaged in supervising the service in an establishment and in showing customers to their seats;

"part-time theatre employee" means an employee employed permanently as a counterhand, waiter or theatre vendor for not more than 31 ordinary hours of work in any week at a theatre or bioscope;

"theatre vendor" means an employee who sells refreshments in a theatre or bioscope from a container which he carries or propels;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor vehicle with an engine capacity exceeding 100 cm³, the unladen mass shall be deemed not to exceed 450 kg;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it shall mean such higher amount;

"waiter" means an employee, other than a counterhand, wine steward or theatre vendor, who is engaged in serving meals or refreshments, other than liquor, to customers and who may receive payment for any order solicited, taken or executed by him, check cutlery or crockery or set or clear tables;

"watchman" means an employee who is engaged in guarding premises or property;

"wine steward" means an employee who serves liquor to customers and who may receive payment for any order taken or executed by him.

(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 werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

(a) *Werknemers uitgesonderd los werknemers, deeltydse werknemers, en werknemers by 'n spesiale funksie:*

(i)	In alle gebiede per week R
Kroegman—	
gedurende die eerste jaar ondervinding.....	17,00
gedurende die tweede jaar ondervinding.....	22,00
gedurende die derde jaar ondervinding.....	27,00
gedurende die vierde jaar ondervinding.....	32,00
daarna.....	37,00
Klerk—	
gedurende die eerste jaar ondervinding.....	22,15
gedurende die tweede jaar ondervinding.....	25,62
gedurende die derde jaar ondervinding.....	29,08
gedurende die vierde jaar ondervinding.....	32,54
daarna.....	36,00
Kok, eerste.....	25,00
Drywer van 'n motorvoertuig, waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 450 kg is.....	18,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	23,00
(iii) meer as 2 700 kg is.....	28,00
Deeltydse drywer van 'n motorvoertuig.....	18,00
Toesighouer.....	38,00
(ii)	

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

3. REMUNERATION

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

(a) *Employees other than casual employees, part-time employees and special function employees:*

(i)	In all areas per week R
Barman—	
during the first year of experience.....	17,00
during the second year of experience.....	22,00
during the third year of experience.....	27,00
during the fourth year of experience.....	32,00
thereafter.....	37,00
Clerk—	
during the first year of experience.....	22,15
during the second year of experience.....	25,62
during the third year of experience.....	29,08
during the fourth year of experience.....	32,54
thereafter.....	36,00
Cook, first.....	25,00
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 450 kg.....	18,00
(ii) exceeds 450 kg but does not exceeds 2 700 kg....	23,00
(iii) exceeds 2 700 kg.....	28,00
Part-time driver of a motor vehicle.....	18,00
Supervisor.....	38,00

	In die munisipale gebiede Bellville, Goodwood, Kaapstad (met inbegrip van die Strandgebied soos omskryf by Goewermentsskennisgewing 152 van 5 Februarie 1960), Milnerton, Parow, Pinelands, Simonstad en Vis-hoek	In die munisipale gebiede Durban, Port Elizabeth, Pinetown, Queensburgh, Sasolburg, Vanderbijlpark, Vereeniging en Westville	In die munisipale gebiede Bloemfontein, Carletonville, Klerksdorp, Kimberley, Nigel, Orkney, Pietermaritzburg, Stilfontein en Welkom	In die munisipale gebiede Beaconsbaai en Oos-Londen (soos dit bestaan het voordat Proklamasie 33 van 1970 van die Administrateur van die Provinsie Die Kaap die Goeie Hoop in werking getree het)
	Per week R	Per week R	Per week R	Per week R
Kok—				
gedurende die eerste ses maande ondervinding	16,50	15,00	14,00	12,50
gedurende die tweede ses maande ondervinding	18,40	16,70	15,60	13,90
gedurende die derde ses maande ondervinding	20,30	18,40	17,20	15,40
daarna.....	22,30	20,20	18,90	16,90
Toonbankbediener } Wynkelner }				
gedurende die eerste ses maande ondervinding	16,50	15,00	14,00	12,50
gedurende die tweede ses maande ondervinding	19,40	17,60	16,40	14,70
daarna.....	22,30	20,20	18,90	16,90
Besteller, graad A.....	18,60	17,00	15,80	14,10
Besteller, graad B.....	17,70	16,00	15,00	13,40
Roosterbediener, vrou } Spensbediener, vrou }				
Kelner, vrou }				
gedurende die eerste ses maande ondervinding	14,00	12,80	11,90	10,60
gedurende die tweede ses maande ondervinding	15,40	14,00	13,10	11,70
daarna.....	16,80	15,30	14,30	12,80
Roosterbediener, man } Spensbediener, man }				
Kelner, man }				
gedurende die eerste ses maande ondervinding	16,50	15,00	14,00	12,50
gedurende die tweede ses maande ondervinding	18,20	16,50	15,40	13,80
daarna.....	19,80	18,00	16,80	15,00
Kombuiswerker } Personeelkok }				
Wag }				
Algemene werker, vrou.....	13,20	12,00	11,20	10,00
Algemene werker, man, 18 jaar of ouer.....	16,50	15,00	14,00	12,50
Algemene werker, man, onder 18 jaar.....	12,40	11,20	10,50	9,40
Teaterverkoper.....	22,30	20,20	18,90	16,90
Deeltydse teaterwerknemer—				
Toonbankbediener.....	14,80	13,50	12,60	11,30
Teaterverkoper.....	14,80	13,50	12,60	11,30
Kelner.....	14,00	12,80	12,00	10,80
Werknemer nie uitdruklik in hierdie subklousule gemeld nie.....	17,70	16,00	15,00	13,40

(ii)

	In the municipal areas of Bellville, Goodwood, Cape Town (including the Foreshore as defined in Government Notice 152 of 5 February 1960), Milnerton, Parow, Pinelands, Simonstown and Fish Hoek	In the municipal areas of Durban, Port Elizabeth, Pinetown, Queensburgh, Sasolburg, Vanderbijlpark, Vereeniging and Westville	In the municipal areas of Bloemfontein, Carletonville, Klerksdorp, Kimberley, Nigel, Orkney, Pietermaritzburg, Stilfontein and Welkom	In the municipal areas of Beacon Bay and East London (as it was before Proclamation 33 of 1970 by the Administrator of the Province of the Cape of Good Hope came into operation)
	Per week R	Per week R	Per week R	Per week R
Cook—				
during the first six months of experience....	16,50	15,00	14,00	12,50
during the second six months of experience...	18,40	16,70	15,60	13,90
during the third six months of experience....	20,30	18,40	17,20	15,40
thereafter.....	22,30	20,20	18,90	16,90
Counterhand } Wine steward }				
during the first six months of experience....	16,50	15,00	14,00	12,50
during the second six months of experience...	19,40	17,60	16,40	14,70
thereafter.....	22,30	20,20	18,90	16,90
Delivery employee, Grade A.....	18,60	17,00	15,80	14,10
Delivery employee, Grade B.....	17,70	16,00	15,00	13,40
Grill-hand, female } Pantry-hand, female }				
Waiter, female }				
during the first six months of experience....	14,00	12,80	11,90	10,60
during the second six months of experience...	15,40	14,00	13,10	11,70
thereafter.....	16,80	15,30	14,30	12,80
Grill-hand, male } Pantry-hand, male }				
Waiter, male }				
during the first six months of experience....	16,50	15,00	14,00	12,50
during the second six months of experience...	18,20	16,50	15,40	13,80
thereafter.....	19,80	18,00	16,80	15,00
Kitchen-hand } Staff cook }				
Watchman }				
General worker, female.....	13,20	12,00	11,20	10,00
General worker, male, 18 years of age or over..	16,50	15,00	14,00	12,50
General worker, male, under 18 years of age...	12,40	11,20	10,50	9,40
Theatre vendor.....	22,30	20,20	18,90	16,90
Part-time theatre employee—				
Counterhand.....	14,80	13,50	12,60	11,30
Theatre vendor.....	14,80	13,50	12,60	11,30
Waiter.....	14,00	12,80	12,00	10,80
Employee not specifically mentioned elsewhere in this subclause.....	17,70	16,00	15,00	13,40

(b) *Werknemers by spesiale funksies:*

	Per uur	Minimum vir enige funksie
	R	R
Kroegman.....	1,10	3,30
Kassier.....	1,05	3,15
Kok.....	0,60	1,80
Drywer van 'n motorvoertuig.....	0,65	1,95
Algemene werker.....	0,40	1,20
Toesighouer.....	1,10	3,30
Kelner.....	0,50	1,50
Wynkelner.....	0,55	1,65

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

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

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

(b) *Special function employees:*

	Per hour	Minimum for any function
	R	R
Barman.....	1,10	3,30
Cashier.....	1,05	3,15
Cook.....	0,60	1,80
Driver of a motor vehicle.....	0,65	1,95
General worker.....	0,40	1,20
Supervisor.....	1,10	3,30
Waiter.....	0,50	1,50
Wine steward.....	0,55	1,65

(c) *Casual employee.*—A casual employee shall, in respect of every day or part of a day for which he is employed, be paid not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

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

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

(d) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens 60 persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding, betaal word, met die nodige inagneming van die woordskrywing "ondervinding".

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

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

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

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

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

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

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

Met dien verstande dat—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrywe 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 of 'n werknemer by 'n spesiale funksie, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van enige ander werknemer.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers en werknemers by 'n spesiale funksie.*—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert 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;

(d) *Part-time employee.*—A part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee in the same area, of the same class and sex, and with the same experience, due regard being had to the definition of the word "experience".

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

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

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

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

is prescribed in subclause (1), shall pay to such employee in respect of such 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 at the notch on 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 the 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 or a special function employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

(b) The daily wage of an employee, other than a casual employee or a special function employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of any other employee.

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

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual and special function employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee or a special function employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay-day of the establishment for such employee, or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by, a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) details of any other remuneration arising out of the employee's employment;

(g) details of any deduction made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

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

(i) op die skriftelike versoek van 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;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge kousule 5 (9) (a) of (c) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer en werknemer by 'n spesiale funksie.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer of 'n werknemer by 'n spesiale funksie verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens eenmaal per week.

(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 (Stadsgebiede) Konsolidasiewet, 1945, 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 ople 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 bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

(d) 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 werkgever aan te neem 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

(e) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huivering in 'n tehuus, wat die werknemer in 'n Bantoevoorgebied of Bantoeoord onder beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

(a) in die geval van 'n drywer van 'n motorvoertuig, 'n roosterbediener, 'n kombuiswerker, 'n besteller en 'n algemene werker—

(i) agt-en-veertig in 'n week; en
(ii) agt op ses dae in 'n week of vyf en 'n half op een dag en agt en 'n half op vyf dae in 'n week;

(b) in die geval van 'n deeltydse werknemer—

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

(c) in die geval van 'n deeltydse teaterwerknemer—

(i) een-en-dertig in 'n week; en
(ii) vyf of vyf dae en ses op een dag in 'n week;

(d) in die geval van 'n los werknemer, agt op 'n dag;

(e) in die geval van alle ander werknemers—

(i) ses-en-veertig in 'n week; en
(ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

(2) *Getal werkdae.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om op meer as ses dae in 'n week te werk nie.

and such envelope or container on which these particulars are recorded, or such statement, shall become the property of the employee: Provided that—

(i) at the written request of the employee, the amount due to him may be deposited in his building society or bank account by the employer who shall hand to him the relevant receipt, together with the above-mentioned statement;

(ii) the aforementioned information relating to time worked need not be furnished to an employee who is excluded from the provisions relating to hours of work by virtue of clause 5 (9) (a) or (c).

(2) *Casual employee and special function employee.*—An employer shall pay the remuneration due to a casual employee or a special function employee in cash on termination of his employment, but at least once per week.

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

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

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

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

(d) whenever an employee agrees or is required in terms of the 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—

	Per week	Per month
	R	R
(i) Board.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

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

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

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

(a) in the case of a driver of a motor vehicle, a grill-hand, a kitchen-hand, a delivery employee and a general worker—

(i) forty-eight in any week; and
(ii) eight on six days in any week or five and a half on one day and eight and a half on five days in any week;

(b) in the case of a part-time employee—

(i) twenty-five in any week; and
(ii) five on any day;

(c) in the case of a part-time theatre employee—

(i) thirty-one in any week; and
(ii) five on five days and six on one day in any week;

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

(e) in the case of all other employees—

(i) forty-six in any week; and
(ii) subject to subparagraph (i) hereof, nine on any day.

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

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie.

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

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

- (a) in die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van alle ander werknemers, agt uur in 'n week.

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

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

(7) *Werkdagindeling.*—Die gewone werkure en alle oortydwerk deur 'n werknemer gewerk moet voltooi word en alle etenspouses moet ingesluit word binne 'n werkdagindeling van—

- (a) in die geval van 'n deeltydse werknemer, ses agtereenvolgende ure;
- (b) in die geval van 'n deeltydse teaterwerknemer, ses agtereenvolgende ure;
- (c) in die geval van 'n los werknemer, 12 agtereenvolgende ure;
- (d) in die geval van alle ander werknemers, 12 agtereenvolgende ure.

Met dien verstande dat op een dag in 'n week die werkdagindeling in paragraaf (d) vermeld met een uur verleng mag word.

(8) 'n Werkgewer mag nie van 'n vroulike werknemer onder die ouderdom van 18 jaar vereis of haar toelaat om na 8 nm. te werk nie.

(9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

(b) Subklousule (2), (3), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure in elke week diens toestaan, van toepassing nie: Met dien verstande dat—

- (i) 'n werkgewer geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, ten opsigte van elke voltooië tydperk van 12 maande diens by hom verlof verleen van—

- (a) in die geval van 'n wag, 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 tydperk 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 tydperk van vier maande;

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime.

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

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

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of all other employees, eight hours in any week.

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

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

(7) *Spread-over.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal breaks shall be included within a spread-over of—

- (a) in the case of a part-time employee, six consecutive hours;
- (b) in the case of a part-time theatre employee, six consecutive hours;
- (c) in the case of a casual employee, 12 consecutive hours;
- (d) in the case of all other employees, 12 consecutive hours:

Provided that on one day in a week the spread-over referred to in paragraph (d) may be increased by one hour.

(8) An employer shall not require or permit a female employee under the age of 18 years to work after 8 p.m.

(9) *Provisos.*—(a) This clause shall not apply to an employee if and for so long as such employee is in regular receipt of a wage of not less than R300 per month.

(b) Subclauses (2), (3), (5) and (7) shall not apply to an employee while he is engaged in doing emergency work.

(c) This clause shall not apply to a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of every week of employment: Provided that—

- (i) an employer shall make no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee or a special function employee, in respect of each completed period of 12 months of employment with him—

- (a) in the case of a 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 he was receiving immediately before the commencement 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 which he was receiving immediately before the commencement of the leave.

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

- (i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

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

(v) wanneer 'n werkgever van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verloftydperk ooploopbaar vir 12 maande diens, moet toestaan, en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof in gewone omstandighede sou toeval: Met dien verstande dat, waar 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudbepaling toegestaan is, die werkgever die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy ingevolge subklousule (5) by diensbeëindiging geregtig sou gewees het, indien die verlof nie aan hom toegestaan was nie, van die besoldiging aan die werknemer verskuldig by die diensbeëindiging kan aftrek.

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

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

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

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

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

(5) Aan 'n werknemer wie se diens gedurende enige diensteryn van 12 maande eindig voordat die verloftydperk, by subklousule (1) voorgeskryf, ten opsigte van so 'n termyn opgeloo het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooië maand van sodanige diensteryn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(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 werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat 'n werknemer—

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

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

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

behoudens klousule 12 (4), op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(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 or service under the Defence Act, 1957;

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

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

(v) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of subclause (5), if the leave had not been granted to him.

(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 within four months of the expiration 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 until at least after the expiration of the period of leave.

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of such 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 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 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 discharged without notice by his employer for any cause recognised by law as sufficient for such discharge without notice;

shall, subject to clause 12 (4), not be entitled to any payment by virtue of this subclause.

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

(7) 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 of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydsperk 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—

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 30 werkdae; en

(b) in die geval van enige ander werknemer, altesaam minstens 36 werkdae;

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, 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 30 of 36 werkdae, na gelang van die geval, in elke tydkring van 36 maande diens aan hom betaal sal word;

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

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

(2) 'n Werkgewer 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 vir 'n tydperk van langer as twee agtereenvolgende werkdae, 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 werkgewer 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.

(7) For the purposes 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 on military training or service in terms 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 or service;

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 subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who ordinarily works a five-day week, not less than 30 work days; and

(b) in the case of every other employee, not less than 36 work days;

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other employee, 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 30 or 36 work days, as the case may be, in each cycle of 36 months of employment;

(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 in respect of any incapacity, 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, 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 two consecutive 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 from work.

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

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

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 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 klousule 4 (6), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(a) behoudens klousule 4 (6), hom vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus minstens sy dagloon vir elke sodanige dag wat hy gewerk het; of

(b) hom binne 14 dae na sodanige openbare vakansiedag een dag verlof toestaan en hom ten opsigte daarvan 'n bedrag van minstens sy dagloon betaal; of

(c) hom benewens die tydperk van jaarlikse verlof by klousule 6 voorgeskryf en aaneenlopend daarmee, een dag verlof toestaan vir elke openbare vakansiedag waarop hy aldus gewerk het, en hom ten opsigte van elke sodanige dag minstens sy dagloon betaal: Met dien verstande dat, indien 'n werknemer se diens verstryk voordat sy jaarlikse verlof aan hom toegestaan was, sy werkgever hom by sodanige diensbeëindiging en benewens enige ander besoldiging aan hom verskuldig, sy dagloon moet betaal vir elke sodanige openbare vakansiedag waarop hy gewerk het.

(3) Subklousule (2) is nie van toepassing nie—

(a) op 'n wag, 'n los werknemer of 'n werknemer by 'n spesiale funksie;

(b) op enige werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

9. GETALSVERHOUDING

(1) 'n Werkgever mag geen ongekwalifiseerde kroegman, kok, toonbankbediener, roosterbediener of kelner in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde kroegman, kok, toonbankbediener, roosterbediener of kelner in sy diens het, en vir elke sodanige gekwalifiseerde kroegman, kok, toonbankbediener, roosterbediener of kelner in sy diens mag hy hoogstens onderskeidelik een ongekwalifiseerde kroegman, kok, toonbankbediener, roosterbediener of kelner in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgever wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in so 'n klas geag word: Met dien verstande dat 'n werkgever nie in meer as een bedryfsinrigting aldus geag mag word nie;

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas as 'n gekwalifiseerde werknemer in dié klas geag word;

(c) wanneer die getal gekwalifiseerde kokke in 'n bedryfsinrigting hoër is as die getal ongekwalifiseerde kokke, kan die oortollige gekwalifiseerde kokke in sodanige bedryfsinrigting as gekwalifiseerde roosterbedieners geag word.

(3) For the purposes 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 on military training or service in terms 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 or service;

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

8. PUBLIC HOLIDAYS

(1) Subject to clause 4 (6), if an employee other than a casual employee or a special function employee does not work on a public holiday, his employer shall pay him not less than his weekly wage for the week in which such day falls.

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

(a) save as provided in clause 4 (6), pay him, for the week in which such day falls, not less than his weekly wage, plus an amount in respect of each such day worked of not less than his daily wage; or

(b) grant him within 14 days of such public holiday one day's leave and pay him in respect thereof an amount of not less than his daily wage; or

(c) grant him in addition to the period of annual leave prescribed in clause 6 and continuous therewith, one day's leave for each public holiday worked and pay him in respect of each such day not less than his daily wage: Provided that, if an employee's employment terminates before he has been granted his annual leave, his employer shall, on such termination and in addition to any other remuneration due to him, pay him his daily wage in respect of each such public holiday worked.

(3) Subclause (2) shall not apply—

(a) to a watchman, a casual employee or a special function employee;

(b) to any employee if and for so long as such employee is in regular receipt of a wage of not less than R300 per month.

9. RATIO

(1) An employer shall not employ an unqualified barman, cook, counterhand, grill-hand or waiter unless he has in his employ a qualified barman, cook, counterhand, grill-hand or waiter, respectively, and for each such qualified barman, cook, counterhand, grill-hand or waiter in his employ he shall not employ more than one unqualified barman, cook, counterhand, grill-hand or waiter, respectively.

(2) For the purposes 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 in such class: Provided that an employer may not be so deemed in more than one establishment;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in such class;

(c) where the number of qualified cooks in an establishment exceeds the number of unqualified cooks, the excess of qualified cooks in such establishment may be deemed to be qualified grill-hands.

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, wasbare baadjies, pette of voorskote 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, wasbare baadjies, pette of voorskote bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak, wasbare baadjie, pet of voorskoot te was, en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 50c per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) in die geval van 'n weeklikse werknemer een week na die eerste vier weke diens;
- (c) in die geval van 'n maandelikse werknemer twee weke na die eerste vier weke diens;

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, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke kennisgewing, twee maal 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 regsgeleide grond sonder kennisgewing te beëindig;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
 - (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;
- nie hierdeur geraak word nie.

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

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

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens 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 mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: 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 (5) gegag 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 of 'n werknemer by 'n spesiale funksie is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Eerste Bylae van hierdie Vasstelling voorgeskryf en waarin die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aangvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

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, washable coat, cap or apron which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, washable coat, cap or apron shall remain the property of the employer: Provided that an employer may require an employee to launder any such uniform, overall, washable coat, cap or apron, in which event the employer shall pay such employee an allowance of not less than 50 cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice—

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two weeks' notice, double 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 an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

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

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

- (i) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training or service in terms 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, from any moneys which he owes such employee by virtue of any provision of this Determination, appropriate to himself an amount not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5), 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 or a special function employee, the employer shall, upon the termination of any contract of employment, furnish the employee with a certificate of service substantially in the form prescribed in the First Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract, and the weekly wage of the employee on the date of such termination.

14. BYWONINGSREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister voorsien in die vorm voorgeskryf in die Tweede Bylae van hierdie Vastelling: Met dien verstande dat 'n werkgewer in plaas van sodanige bywoningsregister, 'n halfoutomatiese tyd-registreerder kan verskaf met die nodige kaarte wat soortgelyke inligting weergee.

(2) 'n Werkgewer moet daagliks in sodanige bywoningsregister aantekeninge hou van die naam en beroep van elke werknemer of, as hy 'n halfoutomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf wat die naam van die werknemer en die datum van die einde van die week ten opsigte waarvan dit gebruik moet word, aandui.

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

(a) in sodanige bywoningsregister—

- (i) sy handtekening;
- (ii) die tydstop waarop hy begin werk het;
- (iii) die aanvangstyd en ophoutyd van elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie;
- (iv) die totale getal ure gewerk; en
- (v) die aflooptyd van die werk vir die dag; aanteken, of
- (b) in 'n bedryfsinrigting waarin 'n half outomatiese tydregistreerder verskaf word, inskrywings ten opsigte van items (a) (ii) tot en met (a) (v) deur middel van sodanige registreerder maak op die kaart wat ingevolge subklousule (2) verskaf is:

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

(4) 'n Werkgewer moet so 'n bywoningsregister of kaarte na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Alle inskrywings in 'n bywoningsregister moet in ink of inktlood geskied.

(6) Hierdie klousule is nie op 'n werknemer in klousule 5 (9) (a) bedoel, of op 'n drywer van 'n motorvoertuig, 'n deelydse drywer van 'n motorvoertuig of 'n besteller van toepassing nie.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n motorvoertuig of sy deelydse drywer van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer van motorvoertuig.....
 Datum.....
 Registrasienommer van die voertuig.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk opgehou het.....vm./nm.
 Getal ure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Besonderhede omtrent enige ongeluk of vertraging.....

(Handtekening van drywer van motorvoertuig)

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

(2) Elke drywer van 'n motorvoertuig of deelydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deelydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordomskriving van hierdie klas werknemer omskryf word.

(3) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

14. ATTENDANCE REGISTER

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

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

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

(a) record in such attendance register—

- (i) his signature;
- (ii) the time he commenced work;
- (iii) the time of the commencement and the time of the termination of all meal or other intervals which are no reckonable as ordinary hours of work;
- (iv) the total number of hours worked; and
- (v) the time of finishing work for the day; or

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

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

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

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

(6) This clause shall not apply to an employee referred to in cause 5 (9) (a), a driver of a motor vehicle, a part-time driver of a motor vehicle, or a delivery employee.

15. LOG-BOOK

(1) An employer shall provide his driver of a motor vehicle or his part-time driver of a motor vehicle with a log-book as far as possible in the following form:

DAILY LOG

Name of employer.....
 Name of driver of motor vehicle.....
 Date.....
 Registration number of the vehicle.....
 Time of starting work.....a.m./p.m. Time of finishing work.....a.m./p.m. Number of hours worked.....
 Meal hours from.....a.m./p.m. to.....a.m./p.m.
 Particulars of any accident or delay.....

(Signature of driver of motor vehicle)

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

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall, within 24 hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer, and for the purposes of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(3) Every employer shall retain the copy of the daily log which, in terms of subclause (2), has been delivered to him for a period of not less than three years after such delivery.

EERSTE BYLAE

Ek/Ons (a).....
 wat die Verversingsbedryf beoefen te.....

 verklaar hierby dat mnr./mev./mej.....
 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.

(Handtekening van werkgever of
 gemagtigde verteenwoordiger)

Datum.....

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

FIRST SCHEDULE

I/We (a).....carrying on business in the
 Catering Trade at.....

 hereby certify that Mr/Mrs/Miss.....
 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.

(Signature of employer or
 authorised representative)

Date.....

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

TWEDE BYLAE
 BYWONINGSREGISTER

(Naam van werknemer)

(Beroep van werknemer)

Datum en dag van week		Besonderhede wat deur werknemer ingeskryf moet word										Opmerkings (as dit nodig is)			
Jaar		Hand- tekening	Tyd waarop werk 'n aan- vang neem	Dienspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Totale ge- tal ure gewerk		Deur werk- nemer	Deur werk- gewer as werknemer afwesig was. Redes vir sy afwesig- heid (moet deur werk- gewer ge- teken word)	Deur inspek- teur
Maand.....				Van diens af	Op diens	Van diens af	Op diens		Van- af	Tot	Elke dag	Elke week			
Datum	Dag van week														
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
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23															
24															
25															
26															
27															
28															
29															
30															
31															

Opmerking.—Onder die opskrifte “Van diens af” en “Op diens” in die kolom “Dienspouses”, skryf die tyd in waarop 'n pouse begin en die tyd waarop die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse op diens te wees as dit hom nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

SECOND SCHEDULE
ATTENDANCE REGISTER

(Name of employee)

(Occupation of employee)

Date and day of week		Entries to be made by employee										Remarks (if any)		
Year.....	Month.....	Signature	Time of commencing work	Intervals off work				Time of finishing work	Overtime worked		Total number of hours		By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week			Off	On	Off	On		On	Off	Each day	Each week		
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
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16														
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23														
24														
25														
26														
27														
28														
29														
30														
31														

Note.—Under headings "Off" and "On" in column referring to "intervals" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

No. R. 1670

29 Augustus 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG

VERVERSINGSBEDRYF, SEKERE HOOFGEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Verversingsbedryf, Sekere Hoofgebiede, gepubliseer by Goewermmentskennisgewing R. 1669 van 29 Augustus 1975, oor die algemeen vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1670

29 August 1975

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED

CATERING TRADE, CERTAIN PRINCIPAL AREAS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Catering Trade, Certain Principal Areas, published under Government Notice R. 1669 of 29 August 1975, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 1671

29 Augustus 1975

LOOWET, 1957

INTREKKING VAN DIE BEPALINGS VAN
LOONVASSTELLING 309.—VERVERSINGS-
BEDRYF, SEKERE 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 309, gepubliseer by Goewermentskennisgewing R. 2014 van 11 Julie 1969.

M. VILJOEN, Minister van Arbeid.

No. R. 1671

29 August 1975

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE
DETERMINATION 309.—CATERING TRADE,
CERTAIN 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 309 published under Government Notice R. 2014 of 11 July 1969.

M. VILJOEN, Minister of Labour.

INHOUD

Goewermentskennisgewings

Arbeid, Departement van

No.	Bladsy
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