



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**

**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2230

*Registered at the Post Office as a Newspaper*

PRICE 20c PRYS

OVERSEAS 30c OORSE

POST FREE — POSVRY

REGULASIEKOERANT No. 2230

*As 'n Nuusblad by die Poskantoor Geregistreer*

VOL. 125]

PRETORIA, 14 NOVEMBER 1975

[No. 4900

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 2130

14 November 1975

**WAGE ACT, 1957**

**WAGE DETERMINATION 365.—CATERING  
TRADE, LARGER TOWNS**

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, Larger Towns, 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 Aliwal North, Beaufort West, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, Durbanville, George, Gordon's Bay, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kokstad, Kraaifontein, Kuils River, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vryburg, Wellington and Worcester.

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

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

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 2130

14 November 1975

**LOONWET, 1957**

**LOONVASSTELLING 365.—VERVERSINGS-  
BEDRYF, GROTER DORPE**

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, Groter Dorpe, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge 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 Aliwal-Noord, Beaufort-Wes, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, Durbanville, George, Gordonsbaai, Graaff-Reinet, Grahamstad, Hermanus, King William's Town, Knysna, Kokstad, Kraaifontein, Kuilsrivier, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mosselbaai, Oudtshoorn, Paarl, Queenstown, Riversdal, Robertson, Somerset-Oos, Somerset-Wes, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vryburg, Wellington en Worcester.

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

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

**Transvaal.**—The municipal areas, village council areas, health committee areas or local area committee areas of the Transvaal Board for the Development of Peri-Urban Areas, as the case may be, of Barberton, Bethal, Brits, Christiana, Ermelo, Evander, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rensburg, Rustenburg, Schweizer-Reneke, Standerton, Tzaneen, Volksrust, Warmbaths, Waterval Boven, Witbank, White River, Wolmaransstad and Zeerust.

## 2. DEFINITIONS

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

“Area A” means the areas of Despatch, Durbanville, Kraaifontein, Kroonstad, Kuils River, Meyerton, Paarl, Potchefstroom, Somerset West, Stellenbosch, Strand, Uitenhage and Worcester, as described in clause 1;

“Area B” means the areas of Caledon, Ceres, Evander, George, Gordon's Bay, Hermanus, Knysna, Ladysmith, Malmesbury, Mossel Bay, Newcastle, Odendaalsrus, Oudtshoorn, Robertson, Swellendam, Virginia, Wellington and Witbank, as described in clause 1;

“Area C” means the areas of Beaufort West, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Estcourt, Graaff-Reinet, Grahamstown, Harrismith, Heidelberg (Tvl), Heilbron, King William's Town, Lichtenburg, Middelburg (C.P.), Middelburg (Tvl), Montagu, Nelspruit, Parys, Phalaborwa, Pietersburg, Queenstown, Rensburg, Riversdale, Rustenburg, Standerton, Uptington, Volksrust, Vryburg and Vryheid, as described in clause 1;

“Area D” means the areas of Aliwal North, Barberton, Burgersdorp, Christiana, Dundee, Ficksburg, Glencoe, Groblersdal, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Mafeking, Nylstroom, Piet Retief, Potgietersrus, Schweizer-Reneke, Senekal, Somerset East, Tzaneen, Warmbaths, Waterval Boven, White River, Wolmaransstad and Zeerust, as described in clause 1;

“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, temporary, indoors or in the open air, and 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 tea-rooms;

(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-tea-room 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 or kitchen-hand, who is engaged in the preparation or cooking of food;

**Transvaal.**—Die munisipale gebiede, dorpsraadgebiede, gesondheidskomiteegebiede of plaaslike gebiedskomiteegebiede van die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede, na gelang van die geval, Barberton, Bethal, Brits, Christiana, Ermelo, Evander, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rensburg, Rustenburg, Schweizer-Reneke, Standerton, Tzaneen, Volksrust, Warmbad, Waterval-Boven, Witbank, Witrivier, Wolmaransstad en Zeerust.

## 2. WOORDOMSKRYWINGS

(1) Tensy die sinsverband anders aandui het elke uitdrukking wat in hierdie Vasstelling gebedig 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, voertuie of gerei, meubels, 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 aflaa;

(e) pluimvee pluk of groente of vrugte met die hand of met ’n handmasjien afskil of opsnij;

(f) vure maak of aan die brand hou of vullis of as verwyder;

“bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Verversingsbedryf in diens is; “besteller” ’n werknemer wat boodskappe, briewe of goedere te voet of deur middel van ’n trapfiets, driewiel- of ’n ander voet- of handvoertuig aflewer en wat by k.b.a.-verkope die geld kan insamel;

“dag” ’n tydperk van 24 uur gereken vanaf die tyd wat ’n werknemer begin werk;

“deeltydse werknemer” ’n werknemer wat vir hoogstens 25 gewone werkure in enige bepaalde week in die vaste diens van ’n bedryfsinrigting is;

“Gebied A” die gebiede Despatch, Durbanville, Kraaifontein, Kroonstad, Kuilsrivier, Meyerton, Paarl, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Worcester, soos in klousule 1 beskryf;

“Gebied B” die gebiede Caledon, Ceres, Evander, George, Gordonsbaai, Hermanus, Knysna, Ladysmith, Malmesbury, Mosselbaai, Newcastle, Odendaalsrus, Oudtshoorn, Robertson, Swellendam, Virginia, Wellington en Witbank, soos in klousule 1 beskryf;

“Gebied C” die gebiede Beaufort-Wes, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Estcourt, Graaff-Reinet, Grahamstad, Harrismith, Heidelberg (Tvl), Heilbron, King William's Town, Lichtenburg, Middelburg (K.P.), Middelburg (Tvl), Montagu, Nelspruit, Parys, Phalaborwa, Pietersburg, Queenstown, Rensburg, Riversdal, Rustenburg, Standerton, Uptington, Volksrust, Vryburg en Vryheid, soos in klousule 1 beskryf;

“Gebied D” die gebiede Aliwal-Noord, Barberton, Burgersdorp, Christiana, Dundee, Ficksburg, Glencoe, Groblersdal, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Mafeking, Nylstroom, Piet Retief, Potgietersrus, Schweizer-Reneke, Senekal, Somerset-Oos, Tzaneen, Warmbad, Waterval-Boven, Witrivier, Wolmaransstad en Zeerust, soos in klousule 1 beskryf;

“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 of wynkelner, wat etes of verversings, uitgesonderd alkoholiese drank, aan klante bedien en wat betaling aan ontvang vir ’n bestelling deur hom gewerf, geneem of uitgevoer, eetgerei of breekgoed kan nagaan of tafels kan dek of afdek; en omvat dit ook ’n werknemer wat slaai of toebröodjies maak, koue etes of nagereg berei of roomys, bruismelk of ander nie-alkoholiese drank (uitgesonderd tee en koffie) vir bediening aan klante gereedmaak;

“klerk” ’n werknemer wat skryf-, tik-, liasseer- 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 of kombuiswerker, wat kos berei of kook;



"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" 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 and who may collect cash for C.O.D. purchases;

"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, waiter or grill-hand, the total period or periods of employment which an employee has had as a cook, waiter or grill-hand, 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;

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

(a) Boiling water;

(b) cleaning premises, vehicles or utensils, furniture, 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;

(d) loading or 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;

"kitchen-hand" means an employee who, under the general supervision of a cook, is engaged in attending to any food 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;

"part-time employee" means an 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;

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

"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 or wine steward, 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, and includes an employee who makes salads or sandwiches, prepares cold dishes or any dessert or ice-cream, milk-shakes or other non-alcoholic beverages (excluding tea or coffee) to be served to customers;

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

"kombuiswerker" 'n werknemer wat onder die algemene toesig van 'n kok omsien na voedsel aan die kook, vleis of pluimvee bedruip, melk kook, brood rooster, tee of koffie of dergelike drank maak, 'n kragaangedrewe skottelgoed- of afvalmasjien of aartappelskiller bedien, of botter- of konfytpotte 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 werkure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werkgewer sy werknemer ten opsigte van sodanige gewone werkure 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 werkgewer in diens is;

"noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;

"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;

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

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

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

"toonbankbediener" 'n werknemer wat by '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 vloei-stowwe 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, bioskoop-teekamer 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 eenige 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;

"Wet" ook die gemene reg;

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

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

## 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 below:

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

|                                           | <i>In all areas<br/>Per week</i> |
|-------------------------------------------|----------------------------------|
| <b>Barman—</b>                            | <b>R</b>                         |
| 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                            |
| <b>Clerk—</b>                             |                                  |
| 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                            |

(ii)

|                                                                             | In area A    |              | In area B    |              | In area C   |              | In area D   |             |
|-----------------------------------------------------------------------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|-------------|
|                                                                             | (a)          | (b)          | (a)          | (b)          | (a)         | (b)          | (a)         | (b)         |
|                                                                             | Per week     | Per week     | Per week     | Per week     | Per week    | Per week     | Per week    | Per week    |
| <b>Cook—</b>                                                                | <b>R</b>     | <b>R</b>     | <b>R</b>     | <b>R</b>     | <b>R</b>    | <b>R</b>     | <b>R</b>    | <b>R</b>    |
| during the first six months of experience.....                              | 12,30        | 13,50        | 10,70        | 11,80        | 9,60        | 10,60        | 8,90        | 9,80        |
| during the second six months of experience.....                             | 13,90        | 15,30        | 12,10        | 13,30        | 11,30       | 12,20        | 10,70       | 11,60       |
| during the third six months of experience.....                              | 15,60        | 17,10        | 13,50        | 14,90        | 13,00       | 13,80        | 12,60       | 13,40       |
| thereafter.....                                                             | 17,30        | 19,00        | 15,00        | 16,50        | 14,80       | 15,50        | 14,50       | 15,20       |
| <b>Counterhand and wine steward—</b>                                        |              |              |              |              |             |              |             |             |
| during the first six months of experience.....                              | 11,60        | 12,80        | 11,20        | 11,80        | 11,00       | 11,50        | 10,60       | 11,20       |
| during the second six months of experience.....                             | 14,00        | 15,40        | 13,00        | 13,70        | 12,70       | 13,30        | 12,50       | 13,10       |
| thereafter.....                                                             | 16,40        | 18,00        | 14,80        | 15,70        | 14,50       | 15,20        | 14,40       | 15,10       |
| <b>Grill-hand, female and waiter, female—</b>                               |              |              |              |              |             |              |             |             |
| during the first six months of experience.....                              | 9,90         | 10,90        | 8,60         | 9,40         | 7,70        | 8,50         | 7,10        | 7,80        |
| during the second six months of experience.....                             | 11,60        | 12,70        | 10,00        | 10,90        | 9,40        | 10,10        | 8,80        | 9,50        |
| thereafter.....                                                             | 13,30        | 14,60        | 11,40        | 12,50        | 11,20       | 11,80        | 10,60       | 11,20       |
| <b>Grill-hand, male and waiter, male—</b>                                   |              |              |              |              |             |              |             |             |
| during the first six months of experience.....                              | 11,60        | 12,80        | 10,10        | 11,10        | 9,10        | 10,00        | 8,40        | 9,20        |
| during the second six months of experience.....                             | 13,50        | 14,90        | 11,70        | 12,90        | 11,10       | 11,90        | 10,40       | 11,20       |
| thereafter.....                                                             | 15,50        | 17,00        | 13,40        | 14,80        | 13,10       | 13,80        | 12,50       | 13,20       |
| <b>Delivery employee, kitchen-hand and watchman.....</b>                    | <b>12,30</b> | <b>13,50</b> | <b>10,70</b> | <b>11,80</b> | <b>9,60</b> | <b>10,60</b> | <b>8,90</b> | <b>9,80</b> |
| <b>General worker, female.....</b>                                          | <b>9,30</b>  | <b>10,20</b> | <b>8,10</b>  | <b>8,90</b>  | <b>7,30</b> | <b>8,00</b>  | <b>6,70</b> | <b>7,40</b> |
| <b>General worker, male, 18 years of age or over.....</b>                   | <b>11,60</b> | <b>12,80</b> | <b>10,10</b> | <b>11,10</b> | <b>9,10</b> | <b>10,00</b> | <b>8,40</b> | <b>9,20</b> |
| <b>General worker, male, under 18 years of age.....</b>                     | <b>8,70</b>  | <b>9,60</b>  | <b>7,60</b>  | <b>8,30</b>  | <b>6,80</b> | <b>7,50</b>  | <b>6,30</b> | <b>6,90</b> |
| <b>Employee not specifically mentioned elsewhere in this subclause.....</b> | <b>12,30</b> | <b>13,50</b> | <b>10,70</b> | <b>11,80</b> | <b>9,60</b> | <b>10,60</b> | <b>8,90</b> | <b>9,80</b> |

(a) During the first year after this Determination has become binding.

(b) Thereafter.

(ii)

|                                                                        | In gebied A  |              | In gebied B  |              | In gebied C |              | In gebied D |             |
|------------------------------------------------------------------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|-------------|
|                                                                        | (a)          | (b)          | (a)          | (b)          | (a)         | (b)          | (a)         | (b)         |
|                                                                        | Per week     | Per week     | Per week     | Per week     | Per week    | Per week     | Per week    | Per week    |
| <b>Kok—</b>                                                            | <b>R</b>     | <b>R</b>     | <b>R</b>     | <b>R</b>     | <b>R</b>    | <b>R</b>     | <b>R</b>    | <b>R</b>    |
| gedurende die eerste ses maande ondervinding.....                      | 12,30        | 13,50        | 10,70        | 11,80        | 9,60        | 10,60        | 8,90        | 9,80        |
| gedurende die tweede ses maande ondervinding.....                      | 13,90        | 15,30        | 12,10        | 13,30        | 11,30       | 12,20        | 10,70       | 11,60       |
| gedurende die derde ses maande ondervinding.....                       | 15,60        | 17,10        | 13,50        | 14,90        | 13,00       | 13,80        | 12,60       | 13,40       |
| daarna.....                                                            | 17,30        | 19,00        | 15,00        | 16,50        | 14,80       | 15,50        | 14,50       | 15,20       |
| <b>Toonbankbediener en wynkelner—</b>                                  |              |              |              |              |             |              |             |             |
| gedurende die eerste ses maande ondervinding.....                      | 11,60        | 12,80        | 11,20        | 11,80        | 11,00       | 11,50        | 10,60       | 11,20       |
| gedurende die tweede ses maande ondervinding.....                      | 14,00        | 15,40        | 13,00        | 13,70        | 12,70       | 13,30        | 12,50       | 13,10       |
| daarna.....                                                            | 16,40        | 18,00        | 14,80        | 15,70        | 14,50       | 15,20        | 14,40       | 15,10       |
| <b>Roosterbediener, vrou, en kelner, vrou—</b>                         |              |              |              |              |             |              |             |             |
| gedurende die eerste ses maande ondervinding.....                      | 9,90         | 10,90        | 8,60         | 9,40         | 7,70        | 8,50         | 7,10        | 7,80        |
| gedurende die tweede ses maande ondervinding.....                      | 11,60        | 12,70        | 10,00        | 10,90        | 9,40        | 10,10        | 8,80        | 9,50        |
| daarna.....                                                            | 13,30        | 14,60        | 11,40        | 12,50        | 11,20       | 11,80        | 10,60       | 11,20       |
| <b>Roosterbediener, man, en kelner, man—</b>                           |              |              |              |              |             |              |             |             |
| gedurende die eerste ses maande ondervinding.....                      | 11,60        | 12,80        | 10,10        | 11,10        | 9,10        | 10,00        | 8,40        | 9,20        |
| gedurende die tweede ses maande ondervinding.....                      | 13,50        | 14,90        | 11,70        | 12,90        | 11,10       | 11,90        | 10,40       | 11,20       |
| daarna.....                                                            | 15,50        | 17,00        | 13,40        | 14,80        | 13,10       | 13,80        | 12,50       | 13,20       |
| <b>Besteller, kombuiswerker en wag.....</b>                            | <b>12,30</b> | <b>13,50</b> | <b>10,70</b> | <b>11,80</b> | <b>9,60</b> | <b>10,60</b> | <b>8,90</b> | <b>9,80</b> |
| <b>Algemene werker, vrou.....</b>                                      | <b>9,30</b>  | <b>10,20</b> | <b>8,10</b>  | <b>8,90</b>  | <b>7,30</b> | <b>8,00</b>  | <b>6,70</b> | <b>7,40</b> |
| <b>Algemene werker, man, 18 jaar of ouer.....</b>                      | <b>11,60</b> | <b>12,80</b> | <b>10,10</b> | <b>11,10</b> | <b>9,10</b> | <b>10,00</b> | <b>8,40</b> | <b>9,20</b> |
| <b>Algemene werker, man, onder 18 jaar.....</b>                        | <b>8,70</b>  | <b>9,60</b>  | <b>7,60</b>  | <b>8,30</b>  | <b>6,80</b> | <b>7,50</b>  | <b>6,30</b> | <b>6,90</b> |
| <b>Werknemer nie uitdruklik in hierdie subklousule gemeld nie.....</b> | <b>12,30</b> | <b>13,50</b> | <b>10,70</b> | <b>11,80</b> | <b>9,60</b> | <b>10,60</b> | <b>8,90</b> | <b>9,80</b> |

(a) Gedurende die eerste jaar nadat hierdie Vastelling bindend word.

(b) Daarna.



(b) *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.

(c) *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 expression "experience".

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in clause 4 (6), an employee shall, 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 therefor, 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 a wage is prescribed which is equal to, or lower than, that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

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

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

Met dien verstande dat—

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

(ii) waar die werkgewer 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.

(c) *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, op 'n weeklikse grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat 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 Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag 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 werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

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

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

(ii) ses, in dié 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.*—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde kovert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

- (d) 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;

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*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a 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 other person or at any place nominated by him.

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

(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 is required or permitted to make by law or by order of any competent court;

(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 below:

|                              | 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 Bantu residential area 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 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 casual employee, eight on any day;

(d) in the case of all other employees—

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

- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (g) besonderhede van enige bedrag wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en

(i) die tydperk waarvoor die betaling geskied;

en sodanige koeverf 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 klousule 5 (9) (a) of (c) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een maal 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) *Aftrekkings*.—'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 ledegede 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 huisvesting in 'n tehuis, wat die werknemer in 'n Bantoewoongebied of Bantodorp onder die 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 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 los werknemer, agt op 'n dag;

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

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than 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 a general worker or delivery employee, six hours in any week and three hours on any day;
- (c) in the case of all other employees—
  - (i) sixty hours in any year;
  - (ii) six hours in any week;
  - (iii) three hours on any day;

Provided that the limitation of overtime prescribed in this subclause may be exceeded by not more than 20 hours during the period 15 December to 14 January, but in such a manner that the daily limitation is not exceeded.

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

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

(7) *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 casual employee, 12 consecutive hours;
- (c) 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 (c) may be increased by one hour.

(8) *Female employees.*—An employer shall not require or permit a female employee under the age of 18 years to work after 20h00.

(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 R280 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 free period not granted.

## 6. ANNUAL LEAVE

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

- (a) in the case of a watchman, 24 consecutive days' leave;
- (b) in the case of every other employee, 21 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 and a half 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 three times the weekly wage which he was receiving immediately before the commencement of the leave.

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

(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 'n algemene werker of besteller, ses uur in 'n week en drie uur op 'n dag;
- (c) in die geval van alle ander werknemers—
  - (i) sestig uur in 'n jaar;
  - (ii) ses uur in 'n week;
  - (iii) drie uur op 'n dag;

Met dien verstande dat die beperkings van oortydwerk in hierdie subklousule voorgeskryf gedurende die tydperk 15 Desember tot 14 Januarie met hoogstens 20 uur oorskry mag word maar dan só dat die daaglikse beperkings nie oorskry word nie.

(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 los werknemer, 12 agtereenvolgende ure;
- (c) in die geval van alle ander werknemers, 12 agtereenvolgende ure;

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

(8) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer onder die ouderdom van 18 jaar vereis of haar toelaat om na 20h00 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 R280 per maand ontvang.

(b) Subklousules (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, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

- (a) in die geval van 'n wag, 24 agtereenvolgende dae;
- (b) in die geval van enige ander werknemer, 21 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 en 'n half 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 drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het,

(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) 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 to which the employee would be entitled 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 on 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 on 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 apply *mutatis mutandis* 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), seven twenty-fourths; and

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

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

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

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

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

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

(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;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 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 werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens-tydperk kan aftrek;

(v) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgewer 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 voorbehoudsbepaling toegestaan is, die werkgewer 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 werkgewer 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 werkgewer 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 diens-termyn van 12 maande eindig voordat die verloftydperk, by subklousule (1) voorgeskryf, ten opsigte van so 'n termyn ooploop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, sewe vier-en-twintigstes van die weekloon; en

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat by ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

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

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



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

(7) For the 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 this Determination became binding, become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

## 7. SICK LEAVE

(1) An employer shall, subject to subclause (2), 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 this 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 pay such fees, the amount so paid may be set off against the payment due in terms of this clause, in respect of absence owing to incapacity;

(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,

(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.

(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 Vastelling 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 Vastelling 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 Vastelling 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 werkdag; en

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

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 werkdag, 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 werkdag, 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

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) 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, to not more than 10 weeks in any year; 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 this Determination became binding shall, for the purpose of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident or 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) If an employee, other than a casual employee, does not work on a public holiday, his employer shall subject to clause 4 (6), 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 or a casual employee;

(b) to any employee if and for so long as such employee is in regular receipt of a wage of not less than R280 per month.

#### 9. PROHIBITION OF EMPLOYMENT

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

#### 10. 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 50c a week.

#### 11. CERTIFICATE OF SERVICE

Except where an employee's contract of employment is terminated on the ground of desertion or where the employee is a casual 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.

van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) 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 dienstydperk 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 werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, 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 of 'n los werknemer;

(b) op enige werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R280 per maand ontvang.

#### 9. VERBOD OP INDIENSNEMING

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

#### 10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

#### 11. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever 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 werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.



## 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) in the case of an employee paid weekly, 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 to 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. 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, 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 not reckonable as ordinary hours of work;

(iv) the total number of hours worked; and

(v) the time of finishing work for the day; or

## 12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) 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 regsgeldige grond sonder kennisgewing te beëindig;

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

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

nie hierdeur geraak word nie.

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

(3) Die kennisgewing 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 toeëien het in plaas van kennisgewing, daarby die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

## 13. BYWONINGSREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister voorsien in die vorm voorgeskryf in die Tweede Bylae van hierdie Vasstelling: Met dien verstande dat 'n werkgewer in plaas van sodanige bywoningsregister, 'n halfoutomatiese tydregistreerder 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 werk vir die dag; aanteken, of

(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 clause 5 (9) (a), or a delivery employee.

#### 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).....  
On termination of employment  
his/her (a) wage was..... rands  
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.

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tyd-registreerder 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 werkgever namens hom die nodige inskrywings ten opsigte van items (a) (ii) tot en met (a) (v) moet maak en onderteken.

(4) 'n Werkgever moet 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) bedoeel, of 'n besteller van toepassing nie.

#### 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.

#### 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.....            |      | Signature                      | Time of commencing work | Intervals off work |     |    |     | Time of finishing work | Overtime worked |                        | Total number of hours worked |                  | By employee | By employer, if employee was absent. Reasons for his absence (to be signed by employer) | By inspector |
| Month.....           | Date |                                |                         | Day of week        | Off | On | Off |                        | On              | From                   | To                           | Each day         |             |                                                                                         |              |
| 1                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 2                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 3                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 4                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 5                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 6                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 7                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 8                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 9                    |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 10                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 11                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 12                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 13                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 14                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 15                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 16                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 17                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 18                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 19                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 20                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 21                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 22                   |      |                                |                         |                    |     |    |     |                        |                 |                        |                              |                  |             |                                                                                         |              |
| 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 he is not free to leave the establishment for the whole of the interval.



TWEEDE 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-<br>tekening                                   | Tyd<br>waarop<br>werk 'n<br>aan-<br>vang<br>neem | Dienspouses        |             |                    |             | Tyd<br>waarop<br>werk<br>gestaak-<br>word | Oortyd<br>gewerk |                            | Totale getal<br>ure<br>gewerk |                              | Deur<br>werk-<br>nemer | Deur werk-<br>gewer as<br>werknemer<br>afwesig was.<br>Redes vir<br>sy afwesig-<br>heid (moet<br>deur werk-<br>gewer ge-<br>teken word) | Deur<br>inspekteur |
| Maand .....              |                    |                                                     |                                                  | Van<br>diens<br>af | Op<br>diens | Van<br>diens<br>af | Op<br>diens |                                           | Van-<br>af       | Tot                        | Elke<br>dag                   | Elke<br>week                 |                        |                                                                                                                                         |                    |
| Datum                    | Dag<br>van<br>week |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 1                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 2                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 3                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 4                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 5                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 6                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 7                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 8                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 9                        |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 10                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 11                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 12                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 13                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 14                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 15                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 16                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 17                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 18                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 19                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 20                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 21                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 22                       |                    |                                                     |                                                  |                    |             |                    |             |                                           |                  |                            |                               |                              |                        |                                                                                                                                         |                    |
| 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.

No. R. 2131

14 November 1975

## WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 322.—CATERING TRADE, SMALLER TOWNS

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 322 published under Government Notice R. 2024 of 18 November 1970.

M. VILJOEN, Minister of Labour.

No. R. 2131

14 November 1975

## LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 322.—VERVERSINGSBEDRYF, KLEINER DORPE

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 322, gepubliseer by Goewermentskennisgewing R. 2024 van 18 November 1970.

M. VILJOEN, Minister van Arbeid.

## MILITARIA

*Militaria* is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

## MILITARIA

*Militaria* is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.



## CONTENTS

| <i>No.</i> |                                                                                                      | <i>Page</i> |
|------------|------------------------------------------------------------------------------------------------------|-------------|
|            | <b>Labour, Department of</b>                                                                         |             |
|            | <i>Government Notices</i>                                                                            |             |
| R.2130.    | Wage Determination 365: Catering Trade,<br>Larger Towns ... ..                                       | 1           |
| R.2131.    | Cancellation of the provisions of Wage<br>Determination 322: Catering Trade,<br>Smaller Towns ... .. | 13          |

## INHOUD

| <i>No.</i> |                                                                                                       | <i>Bladsy</i> |
|------------|-------------------------------------------------------------------------------------------------------|---------------|
|            | <b>Arbeid, Departement van</b>                                                                        |               |
|            | <i>Goewermentskennisgewings</i>                                                                       |               |
| R.2130.    | Loonvasstelling 365: Verversingsbedryf,<br>Groter Dorpe ... ..                                        | 1             |
| R.2131.    | Intrekking van die bēpalings van Loon-<br>vasstelling 322: Verversingsbedryf, Kleiner<br>Dorpe ... .. | 13            |

