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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1745.] [28 October 1960.
WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION NO. 213.

PRIVATE HOTELS, BOARDING-HOUSES, FLATS AND ROOMS, WITWATERSRAND AND PRETORIA.

By Direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of private hotels, boarding-houses, flats and rooms and has fixed the 21st day of November, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial Districts of Pretoria, Kempton Park, Nigel, Springs, Boksburg, Benoni, Brakpan, Germiston, Johannesburg, Roodepoort, Krugersdorp, Randfontein, Oberholzer, Vereeniging and Vanderbijlpark, to employees and their employers in the trade of—

- (a) hotelkeeper (except the trade in respect of which a licence in terms of the provisions of the Liquor Act, 1928, as amended, is required);
- (b) boarding- or lodging-house keeper;
- (c) letting of flats or rooms;

as carried on by persons who are required to take out a licence as specified in item 5 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, and in the case of paragraph (c) it also includes the agent to whom the licensee entrusts the letting of the flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms.

2. DEFINITIONS.

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

“assistant housekeeper” means a female employee who assists a housekeeper in the performance of her duties and who may act for her during her absence;

“bedroom attendant” means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages or assist in the kitchen during meals;

“bedroom attendant-waiter” means a male employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or a grade II employee;

“bedroom attendant-waitress” means a female employee who performs one or more of the duties of a waitress and one or more of the duties of a bedroom attendant or a grade II employee;

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1745.] [28 Oktober 1960.
LOONWET, NO. 5 VAN 1957.

LOONVASSTELLING NO. 213.

PRIVAATHOTELLE, LOSIESHUISE, WOONSTELLE EN KAMERS, WITWATERSRAND EN PRETORIA.

In opdrag van die Adjunk-minister van Arbeid word hierby, ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van privaathotelle, losieshuse, woonstelle en kamers gemaak het en die 21ste dag van November 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN VASSTELLING.

Hierdie Vasstelling is in die landdrosdistrikte Pretoria, Kempton Park, Nigel, Springs, Boksburg, Benoni, Brakpan, Germiston, Johannesburg, Roodepoort, Krugersdorp, Randfontein, Oberholzer, Vereeniging en Vanderbijlpark van toepassing op werknemers en hulle werkgewers in die bedryf van—

- (a) hotelhouer (behalwe die bedryf ten opsigte waarvan 'n lisensie kragtens die bepalings van die Drankwet, 1928, soos gewysig, vereis word);
- (b) losies- of huurkamerhuishouer;
- (c) verhuur van woonstelle of woonkamers;

soos uitgeoefen deur persone wat verplig is om 'n lisensie soos bepaal in item 5 van Deel I van die Tweede Bylae van die Licenties Konsolidasie Wet, 1925, uit te neem en in die geval van paragraaf (c) sluit dit ook die agent in aan wie die lisensiehouer die verhuur van woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met die woonstelle of woonkamers in diens geneem is.

2. WOORDOMSKRYWINGS.

Tensy 'n ander bedoeling uit die samehang blyk, het elke uitdrukking wat in hierdie Vasstelling gesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensystrydig met die samehang, beteken—

- „algemene werksman” 'n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, uitrusting of geboue uitvoer;
- „bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer werknemers in diens is in 'n bedryf waarop hierdie Vasstelling uit hoofde van klousule I van toepassing is;
- „gas” iemand wat hetsy vas of tydelik by 'n bedryfsinrigting inwoon, en dit omvat ook 'n tafelloseerde of 'n besoeker, maar nie 'n werkewer of sy gesin nie en ook nie 'n werknemer van dié se gesin nie;
- „hoofkelner” of „hoofkelnerin” 'n gekwalifiseerde kelner of kelnerin wat die beheer en toesig het oor die werk van kelners, kelnerinne, slaapkamerbediende-kelners of -kelnerinne in die eetkamer van 'n bedryfsinrigting;

"caretaker" means an employee in charge of a block of residential flats or rooms who directs and supervises the work of the cleaning staff and who engages, pays or discharges employees, or deals with complaints of tenants, or on behalf of the proprietor lets flats or rooms or receives payment of rent;

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

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

"clerk, qualified," means a clerk who has had not less than four years' experience;

"clerk, unqualified," means a clerk who has had less than four years' experience;

"cook" means an employee, other than a cook's assistant, a kitchen hand, a waiter or a waitress, who is engaged in preparing or cooking food for guests;

"cook, qualified," means a cook who has had not less than two years' experience;

"cook, unqualified," means a cook who has had less than two years' experience;

"cook's assistant" means an employee, other than a kitchen hand, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other foodstuffs intended for consumption by persons other than guests and who may cook breakfast for guests;

"cost of living allowance" means the cost of living allowance payable in terms of any law: Provided that where an employer regularly pays his employee a cost of living allowance higher than that prescribed in terms of such law, it means such higher allowance;

"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 a trade to which, by virtue of clause 1, this Determination applies;

"experience" means in relation to a clerk, a cook, a waiter or a waitress, the total period or periods of employment (whether within the Union of South Africa or elsewhere) which an employee has had as a clerk, a cook, a waiter or a waitress, as the case may be, in any trade or in the employ of the State: Provided that for the purpose of this definition only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class;

"grade I employee" means a kitchen hand and a page and includes an employee not specifically mentioned in clause 3 (1);

"grade II employee" means an employee who is engaged in one or more of the following operations or duties:—

- (a) Carrying meals or tea or coffee or similar beverages other than to guests who are partaking of meals in the dining-room of an establishment;
- (b) carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;
- (c) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
- (d) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles, footwear, vegetables, fish, poultry or other articles;
- (e) polishing floors, furniture or other articles;
- (f) plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;
- (g) making or maintaining fires or removing refuse or ashes;
- (h) tending animals or poultry;
- (i) pushing or pulling any hand cart or similar conveyance;
- (j) guarding premises, luggage, vehicles or other articles mainly between the hours of 6 a.m. and 6 p.m.;
- (k) gardening work including planting, digging, weeding, raking, mowing, watering, mixing or spreading garden soil or cutting or trimming hedges or sweeping roads or paths;

"guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee;

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

"kelner" 'n manlike werknemer uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste met etes bedien en toebroodjies of slaai kan maak;

"kelner gekwalifiseer" 'n kelner met minstens twaalf maande ondervinding;

"kelner, ongekwalifiseer," 'n kelner met minder as twaalf maande ondervinding;

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

"kelnerin, gekwalifiseer," 'n kelnerin met minstens twaalf maande ondervinding;

"kelnerin, ongekwalifiseer," 'n kelnerin met minder as twaalf maande ondervinding;

"kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n kombuis-hulp, 'n kelner of 'n kelnerin, wat die voedsel vir die gaste toeberei of gaarmaak;

"kok, gekwalifiseer," 'n kok met minstens twee jaar ondervinding;

"kok, ongekwalifiseer," 'n kok met minder as twee jaar ondervinding;

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

"kombuishiulp" 'n werknemer, uitgesonderd 'n werknemer, graad II, wat rou voedsel sny of berei vir gaarmaak, geroosterde brood of tee, koffie of soortgelyke drank maak, pap of eiers gaarmaak, of omsien na groente wat aan die gaarword is;

"lewenskostetoeleae" die lewenskostetoeleae wat betaalbaar is ingevolge enige wet: Met dien verstande dat waar 'n werkewer gereeld sy werknemer 'n hoër lewenskostetoeleae betaal as dié wat voorgeskryf word ingevolge sodanige wet, dit sodanige hoër toelae beteken;

"loon" die geldbedrag wat ingevolge klosule 3 (1) aan 'n werknemer betaalbaar is vir sy gewone werkure soos in klosule 5 voorgeskryf: Met dien verstande dat, as 'n werkewer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klosule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"los werknemer" 'n werknemer wat op hoogstens drie dae in enige week deur dieselfde werkewer in diens geneem word;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer kragtens artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van gemelde wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse meemaak nie;

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

"slaapkamerbediende" 'n werknemer wat slaapkamers, woonvertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke dranke kan maak of bedien of tydens etes kan help in die kombuis;

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

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

"werknemer graad I" 'n kombuishiulp en 'n hoteljoggie, en omvat 'n werknemer wat nie uitdruklik in klosule 3 (1) vermeld word nie;

"werkdag" die tydperk op enige dag vanaf die tydstip wanneer 'n werknemer begin werk tot die tydstip wanneer hy vir daardie dag ophou met werk;

"wet" ook die gemene reg;

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

(a) Etes, tee of koffie of soortgelyke dranke aandra, uitgesonderd na ander persone as gaste wat in die eetkamer van 'n bedryfsinrigting besig is met eet;

(b) gerei, bagasie of ander artikels dra, verskuif of opstapel of vuilwater verwyder, of krafies of bekars vul of leegmaak;

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

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

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

"housekeeper" means a female employee who—

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

(b) issues stores, or

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

and who may supervise activities in the kitchen during meals;

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

"law" includes the common law;

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

(a) supervision over,

(b) responsibility for, and

(c) direction of,

the activities of an establishment and the employees engaged therein;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

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

"night watchman" means an employee who is engaged in guarding premises, luggage, vehicles or other property mainly between the hours of 6 p.m. and 6 a.m.;

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

"parking attendant" means an employee who attends to the parking of motor vehicles and who may guard such vehicles;

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

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

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

"telephone operator" means an employee who is wholly or mainly engaged in operating a telephone switchboard;

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

"waiter" means a male employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads;

"waiter, qualified," means a waiter who has had not less than twelve months' experience;

"waiter, unqualified," means a waiter who has had less than twelve months' experience;

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

"waitress, qualified," means a waitress who has had not less than twelve months' experience;

"waitress, unqualified," means a waitress who has had less than twelve months' experience.

(c) brieewe, boodskappe of pakkies te voet of met 'n trapfiet, driewieler, stootkar of soortgelyke vervoermiddel aflewer;

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

(e) vloere, meubels of ander artikels poleer;

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

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

(h) diere of pluimvee oppas;

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

(j) persele, bagasie, voertuie of ander artikels hoofsaklik tussen die ure 6 v.m. en 6 n.m. oppas;

(k) tuinmaak, met inbegrip van plant, spit, onkruid uitroeい, hark, grassny, natlei, tuingrond meng of sprei of heinings sny of snoei of paaie of paadjies vee;

"ondervinding" met betrekking tot 'n klerk, 'n kok, 'n kelner, of 'n kelnerin, die totale tydperk of tydperke (hetys in die Unie van Suid-Afrika of elders) wat 'n werknemer as klerk, kok, kelner of kelnerin, na gelang van die geval, in enige bedryf of in diens van die Staat gewerk het: Met dien verstande dat vir die toepassing van hierdie woordenskrywing slegs een helfte van die totale tydperk of tydperke diens wat 'n werknemer as deeltydse werknemer in enige klas gehad het, as diens in daardie klas gerekend word;

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

"opsigter" 'n werknemer wat in beheer is van 'n blok residensiële woonstelle of kamers, die werk van die skoonmaakpersoneel bestuur en daaroor toesig hou en wat werknemers in diens neem, betaal of ontslaan, of aandag aan die klages van huurders gee, of namens die eienaar woonstelle of kamers verhuur en huurgeld daarvoor ontvang;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en sluit 'n kassier, 'n ontvangersdame en 'n telefonis in, maar sluit nie enige ander klas werknemer wat elders in hierdie klousule omskryf word, in nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"huishoudster" 'n vroulike werknemer wat—

(a) toesig hou oor die werk van slaapkamerbediendes, of
(b) voorrade uitrek, of

(c) in die algemeen toesig hou oor die voorrade linne en verantwoordelik is vir die ontvangst, bêre, kontroleer, herstel of was van sodanige linne,

en wat toesig kan hou oor werk in die kombuis gedurende etes;

"bestuurder" 'n werknemer wat deur sy werkgewer belas word met die algemene—

(a) toesig oor,
(b) verantwoordelikheid vir, en
(c) bestuur van,

die werk van 'n bedryfsinrigting en die werknemers wat daarin in diens is;

"nagportier" 'n werknemer wat verantwoordelik is vir die sluit van deure of vensters of afskakel van ligte, wat laat aankomelinge na hulle kamers neem of toesien dat vure in die kombuis in die ooggend gemaak word en wat na 8 n.m. tee, koffie of soortgelyke dranke of toebroodjies maak of aan gaste bedien;

"nagwag" 'n werknemer wat in diens is om hoofsaklik tussen 6 n.m. en 6 v.m. persele, bagasie, voertuie of ander eiendom op te pas;

"hoteljoggie" 'n werknemer wat klokpies of telefoonoproepe beantwoord, boodskappe doen en wat brieewe, boodskappe of pakkies kan ontvang of aflewer;

"parkeeropsigter" 'n werknemer wat toesig hou oor die parkeer van motorvoertuie en wat sodanige voertuie kan oppas;

"deeltydse werknemer" 'n werknemer wat maandeliks in diens geneem word vir hoogstens vyf gewone werkure op enige dag;

"portier" 'n werknemer wat in diens is om treine in te wag, gaste na hulle kamers te neem en bagasie te vervoer en wat behulpsaam kan wees by die bediening van maaltye of verversings;

"telefonis" 'n werknemer wat uitsluitlik of hoofsaklik 'n telefoonskakelbord bedien.

3. WAGES.

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

(a) Employees Other Than Part-time Employees and Casual Employees.

	In the Magisterial District of Johannesburg.	In all other Areas.	Per Month.	Per Month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Assistant housekeeper.....	15 10 0	14 15 0		
Bedroom attendant, female.....	8 10 0	8 0 0		
Bedroom attendant, male.....	9 0 0	8 10 0		
Bedroom attendant-waiter.....	9 10 0	9 0 0		
Bedroom attendant-waitress.....	9 0 0	8 10 0		
Caretaker.....	20 0 0	19 0 0		
Clerk, female, qualified.....	18 0 0	18 0 0		
Clerk, female, unqualified—				
during first year of experience.....	10 0 0	10 0 0		
during second year of experience.....	11 10 0	11 10 0		
during third year of experience.....	13 10 0	13 10 0		
during fourth year of experience.....	16 0 0	16 0 0		
Clerk, male, qualified.....	27 10 0	27 10 0		
Clerk, male, unqualified—				
during first year of experience.....	10 0 0	10 0 0		
during second year of experience.....	14 0 0	14 0 0		
during third year of experience.....	18 0 0	18 0 0		
during fourth year of experience.....	22 10 0	22 10 0		
Cook, female, qualified.....	13 0 0	12 10 0		
Cook, female, unqualified—				
during first six months of experience.....	8 15 0	8 5 0		
during second six months of experience.....	10 0 0	9 10 0		
during third six months of experience.....	11 0 0	10 10 0		
during fourth six months of experience.....	12 0 0	11 10 0		
Cook, male, qualified.....	14 0 0	13 5 0		
Cook, male, unqualified—				
during first six months of experience.....	9 0 0	8 10 0		
during second six months of experience.....	10 5 0	9 15 0		
during third six months of experience.....	11 10 0	11 0 0		
during fourth six months of experience.....	12 15 0	12 5 0		
Cook's assistant.....	10 10 0	10 0 0		
Parking attendant.....	9 15 0	9 5 0		
Handyman.....	14 0 0	13 5 0		
Head cook.....	17 0 0	15 15 0		
Head waiter.....	13 0 0	12 10 0		
Housekeeper.....	18 15 0	17 17 0		
Night porter.....	11 6 8	10 15 0		
Porter.....	11 6 8	10 15 0		
Waiter, qualified.....	10 10 0	9 10 0		
Waiter, unqualified—				
during first six months of experience.....	8 15 0	8 5 0		
during second six months of experience.....	9 15 0	9 0 0		
Waitress, qualified.....	9 10 0	9 0 0		
Waitress, unqualified—				
during first six months of experience.....	8 0 0	7 10 0		
during second six months of experience.....	8 15 0	8 5 0		

3. LONE.

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

(a) Werknemers uitgesondert deeltydse en los werknemers.

	In die landdrosdistrik Johannesburg.	In alle ander gebiede.	Per maand.	Per maand.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Assistent-huishoudster.....	15 10 0	14 15 0	15 10 0	14 15 0
Slaapkamerbediende, vroulik.....	8 10 0	8 0 0	8 10 0	8 0 0
Slaapkamerbediende, manlik.....	9 0 0	8 10 0	9 0 0	8 10 0
Slaapkamerbediende-kelner.....	9 10 0	9 0 0	9 10 0	9 0 0
Slaapkamerbediende-kelnerin.....	9 0 0	8 10 0	9 0 0	8 10 0
Opsigter.....	20 0 0	19 0 0	20 0 0	19 0 0
Klerk, vroulik, gekwalifiseer.....	18 0 0	18 0 0	18 0 0	18 0 0
Klerk, vroulik, ongekwalifiseer—				
gedurende eerste jaar ondervinding	10 0 0	10 0 0	10 0 0	10 0 0
gedurende tweede jaar ondervinding	11 10 0	11 10 0	11 10 0	11 10 0
gedurende derde jaar ondervinding	13 10 0	13 10 0	13 10 0	13 10 0
gedurende vierde jaar ondervinding	16 0 0	16 0 0	16 0 0	16 0 0
Klerk, manlik, gekwalifiseer.....	27 10 0	27 10 0	27 10 0	27 10 0
Klerk, manlik, ongekwalifiseer—				
gedurende eerste jaar ondervinding	10 0 0	10 0 0	10 0 0	10 0 0
gedurende tweede jaar ondervinding	14 0 0	14 0 0	14 0 0	14 0 0
gedurende derde jaar ondervinding	18 0 0	18 0 0	18 0 0	18 0 0
gedurende vierde jaar ondervinding	22 10 0	22 10 0	22 10 0	22 10 0
Kok, vroulik, gekwalifiseer.....	13 0 0	12 10 0	13 0 0	12 10 0
Kok, vroulik, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	8 15 0	8 5 0	8 15 0	8 5 0
gedurende tweede ses maande ondervinding.....	10 0 0	9 10 0	10 0 0	9 10 0
gedurende derde ses maande ondervinding.....	11 0 0	10 10 0	11 0 0	10 10 0
gedurende vierde ses maande ondervinding.....	12 0 0	11 10 0	12 0 0	11 10 0
Kok, manlik, gekwalifiseer.....	14 0 0	13 5 0	14 0 0	13 5 0
Kok, manlik, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	9 0 0	8 10 0	9 0 0	8 10 0
gedurende tweede ses maande ondervinding.....	10 5 0	9 15 0	10 5 0	9 15 0
gedurende derde ses maande ondervinding.....	11 10 0	11 0 0	11 10 0	11 0 0
gedurende vierde ses maande ondervinding.....	12 15 0	12 5 0	12 15 0	12 5 0
Koksmaat.....	10 10 0	10 0 0	10 10 0	10 0 0
Parkeeropsigter.....	9 15 0	9 5 0	9 15 0	9 5 0
Algemene werksman.....	14 0 0	13 5 0	14 0 0	13 5 0
Hoofkok.....	17 0 0	15 15 0	17 0 0	15 15 0
Hoofkelner.....	13 0 0	12 10 0	13 0 0	12 10 0
Huishoudster.....	18 15 0	17 17 0	18 15 0	17 17 0
Nagportier.....	11 6 8	10 15 0	11 6 8	10 15 0
Portier.....	11 6 8	10 15 0	11 6 8	10 15 0
Kelner, gekwalifiseer.....	10 10 0	9 10 0	10 10 0	9 10 0
Kelner, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	8 15 0	8 5 0	8 15 0	8 5 0
gedurende tweede ses maande ondervinding.....	9 15 0	9 0 0	9 15 0	9 0 0
Kelnerin, gekwalifiseer.....	9 10 0	9 0 0	9 10 0	9 0 0
Kelnerin, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	8 0 0	7 10 0	8 0 0	7 10 0
gedurende tweede ses maande ondervinding.....	8 15 0	8 5 0	8 15 0	8 5 0

	Employed in or in connection with Flats or Rooms.		Employed otherwise than in or in connection with Flats or Rooms.	
	In the Magisterial District of Johannesburg.	In all other Areas.	In the Magisterial District of Johannesburg.	In all other Areas.
Per Month.	Per Month.	Per Month.	Per Month.	Per Month.
Grade I employee...	9 14 6	9 6 0	8 3 4	7 15 0
Grade II employee 18 years of age and over.....	9 4 6	8 16 0	7 13 4	7 6 0
Grade II employee under 18 years....	7 0 0	6 13 6	5 15 0	5 10 0
Grade II employee, female.....	7 7 6	7 1 0	6 2 0	5 16 0
Night watchman....	9 14 6	9 6 0	8 3 4	7 15 0

	In diens in of in verband met woonstelle of kamers.		In diens uitgesondert in of in verband met woonstelle of kamers.	
	In die landdrosdistrik Johannesburg.	In alle ander gebiede.	In die landdrosdistrik Johannesburg.	In alle ander gebiede.
Per maand.	Per maand.	Per maand.	Per maand.	Per maand.
Werknemer, graad I	9 14 6	9 6 0	8 3 4	7 15 0
Werknemer, graad II, 18 jaar en ouer...	9 4 6	8 16 0	7 13 4	7 6 0
Werknemer, graad II, onder 18 jaar....	7 0 0	6 13 6	5 15 0	5 10 0
Werknemer, graad II, vroulik.....	7 7 6	7 1 0	6 2 0	5 16 0
Nagwag.....	9 14 6	9 6 0	8 3 4	7 15 0

(b) *Part-time Employees.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the part-time employee is required to do: Provided that a part-time caretaker may, if he is normally required to work for not more than two ordinary hours of work on any day, be paid not less than one-fourth of the wage prescribed in paragraph (a) for a caretaker.

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

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

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

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

(b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

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

Provided that—

- (i) the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) the provisions of this sub-clause shall not apply to an employee of another class who does the work of a telephone operator;
- (iii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by twenty-six.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION.

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

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the employee's cost of living allowance;
- (g) the details of any other remuneration arising out of the employee's employment;

(b) *Deeltydse werknemers.*—'n Deeltydse werknemer moet nie minder betaal word nie as driekwart van die loon wat in paragraaf (a) vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die deeltydse werknemer vertrag word, voorgeskryf word nie: Met dien verstande dat 'n deeltydse opsigter, indien normaalweg van hom verlang word om vir hoogstens twee gewone werkure op enige dag te werk, minstens 'n kwart van die loon wat in paragraaf (a) vir 'n opsigter voorgeskryf word, betaal kan word.

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

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer ten opsigte van 'n maand minstens sy volle maandloon soos voorgeskryf in sub-klousule (1), gelees met subklousule (3), betaal word, ongeag of hy in elke week van sodanige maand die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gwerk het.

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

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

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

in subklousule (1) voorgeskryf word, moet vir dié dag so 'n werknemer soos volg betaal:

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

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

Met dien verstande dat—

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

(ii) die bepalings van hierdie subklousule nie van toepassing is op 'n werknemer van 'n ander klas wat die werk van 'n telefonis verrig nie;

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

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.

(b) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat gewoonlik in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6, moet enige bedrag wat aan 'n werknemer verskuldig is, uitgesonderd aan 'n los werknemer, maandeliks of, met die toestemming van die werknemer, weekliks, in kontant gedurende werkure betaal word of binne vyftien minute na afloop van die werk op die dag waarop die bedryfsinrigting sodanige werknemer gewoonlik betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied; en die bedrag moet in 'n koevert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n staat wat die volgende aantoon:

(a) die werkewer se naam;

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

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

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) die werknemer se lewenskostetoeleae;

(g) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(h) the details of any deductions made;
 (i) the actual amount paid to the employee; and
 (j) the period in respect of which payment is made;
 and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

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

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

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

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

	Board.	Lodging.	Board and Lodging.
	Per Month. £ s. d.	Per Month. £ s. d.	Per Month. £ s. d.
(i) Clerk, housekeeper, other than casual employees.....	3 5 0	1 15 0	5 0 0
(ii) All other employees other than casual employees, managers and caretakers....	2 5 0	0 10 0	2 15 0
(iii) Casual employees.....	6d per meal		

(e) whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 6d. for each meal supplied by the employer;

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

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

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

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

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

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than fourteen hours on any day: Provided that one out of every six or part of six employees may, on not more than one day in any week, be required to work within a spreadover of fifteen hours.

(h) die besonderhede van enige aftrekkings;
 (i) die werklike bedrag aan die werknemer betaal; en
 (j) die tydperk waarvoor betaling geskied;
 en sodanige koevert of houer waarop hierdie besonderhede aangeteken is of sodanige staat word die eiendom van die werknemer.

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

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

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

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

(6) *Aftrekkings.*—'n Werkewer mag sy werknemer geen boetes ople of van sy werknemer se besoldiging aftrekkings doen nie: Met dien verstaande dat hy die volgende kan aftrek:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings;

(b) behoudens waar hierdie Vasstelling anders bepaal, wanneer 'n werknemer ook al om 'n ander rede as op las of versoek van sy werkewer uit sy diens afwesig is, 'n bedrag eweredig met die tydperk van sy afwesigheid en bereken op die basis van die loon wat so 'n werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang het;

(c) iedere bedrag wat 'n werkewer by wet of op bevel van 'n bevoegde hof verplig toegelaat word om af te trek;

(d) wanneer 'n werknemer instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos of inwoning of kos en inwoning van sy werkewer te aanvaar, hoogstens die bedrae hieronder vermeld:—

	Kos.	Inwoning.	Kos en inwoning.
	Per maand. £ s. d.	Per maand. £ s. d.	Per maand. £ s. d.
(i) Klerk, huishoudster uitgesondert los werknemers...	3 5 0	1 15 0	5 0 0
(ii) Alle ander werknemers, uitgesondert los werknemers, bestuurders en opsigters...	2 5 0	0 10 0	2 15 0
(iii) Los werknemers.....	6d per ete		

(e) as aan 'n werknemer nie gereeld drie etes per dag versaf word nie, 'n bedrag van hoogstens 6d. vir elke ete wat die werkewer versaf;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkewer aan 'n munisipale raad of ander plaaslike bestuur betaal het aan die koste van huisvesting in 'n hostel, of aan die huur van 'n huis wat sodanige werknemer bewoon in 'n lokasie of Naturelledorp onder die beheer van sodanige Raad of ander plaaslike bestuur.

(7) By die toepassing van paragraaf (d) van subklousule (6) betrekende „etes“ die gereelde versafing deur 'n werkewer van drie etes per dag, en niks in hierdie Vasstelling moet so vertolk word dat dit 'n werkewer belet om 'n werknemer in diens te neem op voorwaarde dat die werkewer hom van etes voorsien nie, en die werkewer se reg om die bedrag wat in paragraaf (d) van subklousule (6) voorgeskryf word, af te trek, word nie geraak deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkewer aldus versaf nie.

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

(1) *Gewone werkure.*—'n Werkewer mag nie vereis of toelaat dat 'n werknemer langer gewone werkure werk as die volgende nie:—

(a) In die geval van 'n werknemer uitgesondert 'n deeltydse- of 'n los werknemer, sesig in enige week van Maandag tot en met Sondag;

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

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

(2) *Werkdag.*—Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etensposes, mag nie op enige dag oor meer as veertien uur strek nie: Met dien verstaande dat van een uit elke ses of deel van ses werknemers vereis kan word om op hoogstens een dag in enige week oor 'n werkdag van vyftien uur te werk.

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

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

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

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

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

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

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

- (a) in the case of an employee other than a casual employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- (b) in the case of a casual employee, one and one-third times his daily wage divided by nine in respect of each hour or part of an hour so worked on any day.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a manager, a night watchman, a night porter, a caretaker (other than a part-time caretaker) or a parking attendant.

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

(9) For the purpose of sub-clause (7) the expression "wage" means an employee's wage plus his cost of living allowance.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

- (a) in the case of a night porter, a parking attendant or a night watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of every other employee, fourteen consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

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

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

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and his employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;

- (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;

- (iii) if New Year's Day, Good Friday, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall, in respect of each such day added, be paid an amount of not less than his daily wage;

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

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

- (i) werktye wat onderbreek word deur pouses van minder as dertig minute as aaneenlopend geag word;
- (ii) die werktydperk tussen enige twee sodanige etenspouses hoogstens ses opeenvolgende ure kan wees.

(4) *Weeklikse diensvrytyd.*—'n Werkewer moet aan elkeen van sy werkemers, uitgesonderd 'n los werknemer, in elke week 'n diensvrytyd toestaan van minstens sesstien opeenvolgende ure met aanvang 2.30 nm, waarin die werknemer nie verplig of toegelaat mag word om te werk nie.

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

(6) *Beperking op oorty.*—'n Werkewer mag nie vereis of toelaat dat 'n werknemer langer oorty as die volgende werk nie:—

- (a) wat 'n los werknemer betref, twee uur op 'n dag;

- (b) wat enige ander werknemer betref, tien uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkewer moet sy werknemer wat oortyd werk, betaal teen 'n tarief van minstens die volgende:

- (a) In die geval van 'n ander werknemer as 'n los werknemer, een en 'n derde maal sy urloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week aldus oorty gewerk het;

- (b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur nege vir elke uur of deel van 'n uur wat hy op enige dag aldus gewerk het.

(8) *Voorbehoudbepalings.*—(a) Die bepalings van hierdie klousule is nie van toepassing op 'n bestuurder, 'n nagwag, 'n nagportier, 'n opsigter (uitgesonderd 'n deeltydse opsigter) of 'n parkeeropsigter nie.

(b) Die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(9) By die toepassing van subklousule (7) beteken „loon“ 'n werknemer se loon plus sy lewenskostetoeleae.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousules (2) en (3), moet 'n werkewer aan sy werkemers, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande in sy diens die volgende verlof toestaan:

- (a) In die geval van 'n nagportier, 'n parkeeropsigter of 'n nagwag, een-en-twintig opeenvolgende kalenderdae,

(b) in die geval van alle ander werkemers, veertien opeenvolgende kalenderdae, en moet hy sodanige werknemer ten opsigte van sodanige verlof soos volg betaal:—

- (i) In die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens drie maal die weekloon waarop hy vanaf die eerste dag van die verlof geregty is;

- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy vanaf die eerste dag van die verlof geregty is.

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tydstip wat die werkewer bepaal: Met dien verstande dat—

- (i) as die verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), so toegestaan word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkewer en sy werknemer daartoe ooreenkoms, kan die tydperk waarin sodanige verlof toegestaan moet word, verleng word tot 'n tydperk van hoogstens ses maande, bereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;

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

- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

- (iv) 'n werkewer alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verlof betrekking het, van sodanige tydperk van verlof kan afstruk.

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

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

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

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

(4) At the written request of an employee an employer may, in lieu of granting the leave prescribed for such employee in sub-clause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided that—

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

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

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

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

(6) An employee, whose contract of employment is terminated during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth, and

(b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth,

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

(i) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice; or

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

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

(8) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of sub-clause (1) of clause 11, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

(a) on leave in terms of this clause;

(b) on sick leave in terms of clause 7;

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

(d) undergoing any military training,

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

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

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever die jaarlike verlof oor 'n tydperk van hoogstens vierentwintig maande diens laat oploop: Met dien verstande dat—

(i) die werknemer sodanige versoek nie later nie as twee maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, rig, en

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

(b) Die bepalings van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule genoem.

(4) Op die skriftelike versoek van 'n werknemer kan 'n werkgever in plaas van die verlof wat vir sodanige werknemer in subklousule (1) voorgeskryf word, hom minstens die bedrag betaal wat die werkgever hom sou betaal het ten opsigte van sodanige verlof indien die verlof toegestaan sou gewees het: Met dien verstande dat—

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

(ii) die werknemer sodanige versoek nie later nie as twee maande na die afloop van die twaalf maande diens waarop die verlof betrekking het, rig;

(iii) die ontvangsdatum van sodanige versoek onder die handtekening van die werkgever geëndosseer word op sodanige versoek en die werkgever sodanige versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die datum van afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het, moet bewaar, watter een ook al die jongste is.

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

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

(a) in die geval van 'n werkgever in paragraaf (a) van subklousule (1) genoem, 'n kwart, en

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) genoem, een sesde,

van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking kan maak ten opsigte van enige tydperk van verlof wat ooreenkomsdig die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is, en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om kennis te gee en die kennisgewingtermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het; of

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

(iii) wat om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing, deur sy werkgever sonder kennisgewing ontslaan word,

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

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

(8) By die toepassing van hierdie klousule beteken die uitdrukking „diens“ ook elke tydperk ten opsigte waarvan 'n werkgever kragtens subklousule (1) van klousule 11 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook elke tydperk of alle tydperke waarin 'n werknemer afwesig is—

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof kragtens klousule 7;

(c) op las of versoek van sy werkgever;

(d) vir militêre opleiding,

en wel altesaam hoogstens 10 weke in enige jaar ten opsigte van items (a), (b) en (c), plus enige tydperk van militêre opleiding wat hy in die jaar ondergaan het, en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling op verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal tot sodanige verlof kragtens sodanige wet geregtig geword het;

- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(9) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6,
- (ii) on the instructions or at the request of his employer,
- (iii) on sick leave in terms of sub-clause (1),
- (iv) undergoing military training,

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

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

(c) "wage" means an employee's wage plus his cost of living allowance.

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlike verlof voorseenig maak, maar wat nog nie tot verlof ingevolge daarvan geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het, of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(9) By die toepassing van hierdie klousule beteken die uitdrukking „loon" 'n werknemer se loon plus sy levenskostetoelae.

7. SIEKTEVERLOF.

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer tot hoogstens een, werkdag siekteverlof met volle betaling ten opsigte van elke voltooide maand diens geregtig is;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, by ongesiktheid in die omstandighede in hierdie klousule vermeld, betaling waarborg van altesam minstens die ekwivalent van sy loon vir vier-en-twintig werkdae in elke tydkring van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde skaal nie die koers van aanwas soos uiteengesit in die eerste voorbehoudbepaling van hierdie subklousule, hoef te oorskry nie;
- (iii) dat indien 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geldelike wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongesiktheid verskuldig is;
- (iv) dat indien ten opsigte van enige tydperk van ongesiktheid wat deur hierdie klousule gedek word, 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgever enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat, geteken deur 'n geneesheer, voorlê wat die aard en duur van die werknemer se ongesiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongesiktheid gedurende 'n langer tydperk afwesig is as die siekteleof wat hom ten tyde van sodanige ongesiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteleof wat hom dan toekom: Met dien verstande dat, tensy die werkgever dit reeds gedoen het, hy by die verstyrking van sodanige tydkring, of by diensbeëindiging voor sodanige verstyrking, die werknemer ten opsigte van sodanige langer tydperk van afwesigheid weens ongesiktheid moet betaal vir sover die siekteleof wat by sodanige verstyrking of beëindiging opgeloop het, nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens" geag ook enige tydperk of tydperke te omvat waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6,
 - (ii) in opdrag of op versoek van sy werkgever,
 - (iii) met siekteleof ingevolge subklousule (1),
 - (iv) vir militêre opleiding,

en wel altesam hoogstens tien weke in enige jaar ten opsigte van items (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat in daardie jaar meegebaar is, en enige dienstydperk wat 'n werknemer by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling gewerk het, word by die toepassing van hierdie klousule geag diens kragtens hierdie Vasstelling te wees, en enige siekteleof teen volle besoldiging wat aan sodanige werknemer in sodanige tydperk toegestaan te wees;

(b) beteken „ongesiktheid" die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wye is aan 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, dit geag word ongesiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waaroor geen vergoeding weens arbeidsongesiktheid ingevolge genoemde Wet betaalbaar is nie;

(c) beteken „loon" 'n werknemer se loon plus sy levenskostetoelae.

8. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee is not required or permitted to work on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

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

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

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

(3) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

(4) This clause shall not apply to a manager, a caretaker or a casual employee.

9. PROPORTION OR RATIO.

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

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

(3) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class;

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

(c) part-time employees shall be deemed not to be employees.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than twenty-four hours;

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

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

(i) in the case of twenty-four hours' notice, an amount equal to the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, an amount equal to 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 provided for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

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

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

8. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgever aan 'n werknemer wat nie verplig is om te werk te kom op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag te werk nie, minstens sy maandloon betaal vir die maand waarin so 'n dag val.

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

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

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

(3) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoeleae.

(4) Hierdie klousule geld nie vir 'n bestuurder, 'n oopsgter of 'n los werknemer nie.

9. GETALSVERHOUDING.

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

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

(3) By die toepassing van hierdie klousule word—

(a) 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig geag 'n gekwalifiseerde werknemer van dié klas te wees;

(b) 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, geag 'n gekwalifiseerde werknemer te wees.

(c) deeltydse werknemers nie as werknemers geag nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, kosteloos verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die werkgever se eiendom: Met dien verstande dat 'n werkgever sy werknemer benewens die voorgeskrewe loon in klousule 3 (1), die bedrag van ses sjellings en 'n sikspens per maand kan betaal en sodanige werknemer dan sy eie uniform, oorpak of beskermende klere moet verskaf en dit is en bly sy eiendom.

11. BEËINDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur;

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

kennis gee om die kontrak te beëindig; of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deurdat in plaas van die kennisgewing die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal van verbeur, na gelang van die omstandighede:—

(i) In die geval van vier-en-twintig uur-kennisgewing, 'n bedrag gelykstaande met die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing, 'n bedrag gelykstaande met die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat die volgende hierdeur onaangetas gelaat word:—

(i) Die werkgever of werknemer se reg om op enige regelinge grond die kontrak sonder kennisgewing te beëindig;

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

(iii) die inwerkingtreding van enige verbeurings of boetes wat regtens van toepassing is op 'n werknemer wat sy diens verlaat.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) is, moet die betaling of verbeuring in plaas van kennisgewing in ooreenstemming wees met die ooreengekome kennisgewingstermyn.

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall run from the day on which it is given: Provided 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 during any period of military training;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

12. PROHIBITION OF EMPLOYMENT.

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

13. CERTIFICATE OF SERVICE.

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

SCHEDULE.

I/We(a).....
carrying on business in the trade of hotelkeeper or of boarding or lodging housekeeper or in the letting of flats or rooms(a) at

hereby certify that.....
was employed by me/us(a) from the.....
day of..... 19..... to the.....
day of..... 19..... in the occupation of(b).....
..... At the termination of employment
his/her(a) wage (excluding cost of living allowance) was
..... pounds shillings and..... pence per month.

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. cook, waiter, bedroom attendant.

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

- (i) dat die kennisgewingstermy nie mag saamval met, en kennis nie gegee mag word gedurende, 'n werknaem se afwesigheid met verlof toegestaan kragtens klousule 6, of met enige tydperk van militêre opleiding nie;
- (ii) dat kennis nie gegee mag word gedurende 'n werknaem se afwesigheid met siekterverlof toegestaan kragtens klousule 7 nie.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon“ 'n werknaem se loon plus sy lewenskostetoeleae.

12. VERBOD OP INDIENSNEMING.

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

13. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van 'n dienskontrak weens 'n ander rede as diensverlating sy werknaem, uitgesonderd 'n los werknaem, van 'n dienssertifikaat voorsien wat in hoofsaak die vorm het wat in die bylaag van hierdie Vasstelling voorgeskryf word en wat die volle naam van die werkgever en van die werknaem, die betrekking van die werknaem, die aanvangs- en die beëindigingsdatum van die kontrak en die werknaem se loon ten tyde van sodanige beëindiging aangee.

BYLAAG.

Ek/Ons(a).....
wat die bedryf beoefen van hotelhouer, kos- of losieshuishouer of verhuurder van woonstelle of kamers(a) te.....

sertifiseer hierby dat.....
by my/ons(a) in diens was vanaf die.....
dag van..... 19..... tot die.....
dag van..... 19..... in die beroep
van(b)..... By diensbeëindiging
was sy/haar(a) loon (uitgesonderd lewenskostetoeleae).....
pond..... sjellings en
pennies per maand.

Handtekening van werkgever of
gemagtigde verteenwoordiger.

Datum.....

(a) Skrap wat nie van toepassing is nie.

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

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