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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2014

11 Julie 1969

LOONWET, 1957

LOONVASSTELLING 309

VERVERSINGSBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Verversingsbedryf, sekere gebiede, gemaak en die 4de dag van Augustus 1969, bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers in die Verversingsbedryf en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaapprovinsie.—Die munisipale gebiede Bellville, Kaapstad (met inbegrip van die Strandgebied soos omskryf by Goewermentskennisgewing 152 van 5 Februarie 1960), Oos-Londen, Vishoek, Goodwood, Kimberley, Milnerton, Parow, Pinelands, Port Elizabeth en Simonstad.

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

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

Transvaal.—Die munisipale gebiede Alberton en Nigel.

2. WOORDOMSKRYWINGS

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

(i) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(1) Water kook;

(2) persele of gerei, meubels, voertuie, groente, vis, pluimvee of ander artikels skoonmaak;

(3) goedere, eetware of ander artikels dra, verskuif of opstapel, uitgesonderd etes of verversings na kliente dra;

A—41892

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2014

11 July 1969

WAGE ACT, 1957

WAGE DETERMINATION 309

CATERING TRADE, CERTAIN AREAS

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Catering Trade, certain areas, and has fixed the 4th day of August 1969, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees in the Catering Trade and to the employers of such employees in the following areas, namely:—

Cape Province.—The municipal areas of Bellville, Cape Town (including the Foreshore as defined in Government Notice 152 of 5 February 1960), East London, Fish Hoek, Goodwood, Kimberley, Milnerton, Parow, Pinelands, Port Elizabeth and Simonstown.

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

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

Transvaal.—The municipal areas of Alberton and Nigel.

2. DEFINITIONS

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

(i) "barman" means an employee who is engaged in supplying liquor to a wine steward for customers and who may serve liquor to customers over a counter; (xxii)

(ii) "barman, qualified," means a barman who has had not less than four years' experience; (xxiii)

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(4) pluimvee pluk of groente of vrugte met die hand of 'n handbediende masjien afskil of opsnij;

(5) vure maak of aan die brand hou of vuilgoed of as verwyder; (xxviii)

(ii) "bedryfsinrigting" enige perseel waarop of in verband waarmee een of meer werknemers in die Verversingsbedryf in diens is; (xxii)

(iii) "besteller graad A" 'n werknemer wat boodskappe, briewe of goedere met behulp van 'n twee- of driewielige motorvoertuig met 'n silinderinhoud van hoogstens 100 cc aflewer of oorbring; (xviii)

(iv) "besteller graad B" 'n werknemer wat boodskappe, briewe of goedere te voet of met behulp van 'n fiets, driewieler of 'n ander met die hand of voet aangedrewe voertuig aflewer of oorbring; (xix)

(v) "bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur; (xx)

(vi) "dag" die tydperk van 24 uur bereken vanaf die tyd waarop 'n werknemer begin werk; (xvii)

(vii) "deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag bestuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat hy bestuur en alle tyd wat die bestuurder, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxxiv)

(viii) "deeltydse teaterwerknemer" 'n werknemer wat by die week of maand onderskeidelik as toonbankbediende, kelner of teaterverkoper hoogstens 31 gewone werkdere per week in 'n teater in diens is; (xli)

(ix) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n deeltydse bestuurder van 'n motorvoertuig of 'n deeltydse teaterwerknemer, wat by die week of maand hoogstens 25 gewone werkdere per week in diens is; (xxxv)

(x) "kassier" 'n werknemer wat binne 'n bedryfsinrigting kontant van klante ontvang en wat klante hul sitplekke mag aanwys; (iv)

(xi) "kelner" 'n werknemer, uitgesonderd 'n toonbankbediende, wynkelner of teaterverkoper, wat klante met etes of verversings, uitgesonderd sterk drank, bedien en wat vir 'n bestelling deur hom gewerf, geneem of uitgevoer die betaling mag ontvang, eetgerei of breekgoed mag kontroleer of tafels mag dek of afdek; (l)

(xii) "kelner, gekwalifiseerd," 'n kelner met minstens 12 maande ondervinding; (li)

(xiii) "kelner, ongekwalifiseerd," 'n kelner met minder as 12 maande ondervinding; (lii)

(xiv) "klerk" 'n werknemer wat skryf-, tik- of liasseerwerk verrig, 'n reken- of ponskaartmasjien bedien 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; (vii)

(xv) "klerk, gekwalifiseerd," 'n klerk met minstens vier jaar ondervinding; (viii)

(xvi) "klerk, ongekwalifiseerd," 'n klerk met minder as vier jaar ondervinding; (ix)

(xvii) "kok" 'n werknemer, uitgesonderd 'n roosterbediende, kombuisbediende of spensbediende, wat voedsel toeberei of kook; (x)

(xviii) "kok, eerste," 'n kok wat in beheer is oor die kombuis van 'n bedryfsinrigting waarin een of meer gekwalifiseerde kokke in diens is; (lxi)

(xix) "kok, gekwalifiseerd," 'n kok met minstens 18 maande ondervinding; (xii)

(xx) "kok, ongekwalifiseerd," 'n kok met minder as 18 maande ondervinding; (xiii)

(xxi) "kombuisbediende" 'n werknemer wat onder die algemene toesig van 'n kok omsien na groente aan die kook, vleis of pluimvee bedruip, melk kook, brood rooster, tee of koffie of dergelike drank maak, 'n kragaaangedrewe skottelgoed- of afvalmasjien of aartappelskiller bedien, of botter- of konfyt-potte of standertjies vul; (xxvii)

(iii) "barman, unqualified," means a barman who has had less than four years' experience; (xxiv)

(iv) "cashier" means an employee who is engaged inside an establishment in receiving cash from customers and who may show customers to their seats; (x)

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

(vi) "Catering Trade" means the trade in which employers and employees are associated for the purpose of wholly or mainly preparing or serving 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 this includes such activities when carried on in or from one or more classes of premises or portions thereof—

(a) which are used as public restaurants, cafés or tearooms; (b) where meals or non-alcoholic drinks or both such meals and drinks are served;

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

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

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1928, held by such employers, but it does not include hotels, establishments trading exclusively under a wine and malt liquor licence, boarding-houses, any establishment in respect of which an eating-house keeper's licence is required to be held in terms of item 9 of Part I of the Second Schedule to the Licences Act, 1962 (Act 44 of 1962), any establishment which caters solely for the supply of meals or refreshments to non-Whites or premises or portions of premises on which meals or refreshments or both such meals and refreshments are provided wholly or mainly for consumption away from the premises;

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

(vii) "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in 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 a portion of such employee's work; (xiv)

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

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

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

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

(xii) "cook, qualified," means a cook who has had not less than 18 months' experience; (xix)

(xiii) "cook, unqualified," means a cook who has had less than 18 months' experience; (xx)

(xiv) "counterhand" means an employee who is engaged at a counter in selling 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; (xlvii)

(xv) "counterhand, qualified," means a counterhand who has had not less than 12 months' experience; (xlviii)

(xvi) "counterhand, unqualified," means a counterhand who has had less than 12 months' experience; (xlix)

(xvii) "day" means the period of 24 hours calculated from the time an employee commences work; (vi)

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

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

(xxii) "kroegman" 'n werknemer wat aan 'n wynkelner sterk drank vir klante verskaf en wat drank oor 'n toonbank aan klante mag bedien; (i)

(xxiii) "kroegman, gekwalifiseerd," 'n kroegman met minstens vier jaar ondervinding; (ii)

(xxiv) "kroegman, ongekwalifiseerd," 'n kroegman met minder as vier jaar ondervinding; (iii)

(xxv) "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 in klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; (xlix)

(xxvi) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (v)

(xxvii) "motorvoertuig" 'n kragaangedrewe voertuig met 'n silinderinhoud van meer as 100 cc, wat vir die vervoer van goedere gebruik word, en omvat dit ook 'n voorhaker en 'n trekker; (xxx)

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

(xxix) "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorvoertuig met 'n silinderinhoud van meer as 100 cc, die onbelaste gewig geag word hoogstens 1,000 lb te wees; (xlvi)

(xxx) "ondervinding" met betrekking tot—

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

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

(c) 'n kok of kelner, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as kok of kelner 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;

(e) 'n roosterbediende, spensbediende of personeelkok, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n roosterbediende, 'n spensbediende of 'n personeelkok in die verversingsbedryf of in 'n hotel of 'n losieshuis gewerk het; (xxiii)

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

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

(xxxiii) "personeelkok, gekwalifiseerd," 'n personeelkok met minstens ses maande ondervinding; (xlii)

(xxxiv) "personeelkok, ongekwalifiseerd," 'n personeelkok met minder as ses maande ondervinding; (xliii)

(xxxv) "roosterbediende" 'n werknemer wat geroosterde etes maak, vis en aartappelskyfies braai, eiers gaarmaak, frikkadel of worsbroodjies maak of enige ander soortgelyke voedsel maak of gaarmaak by die voorbereiding waarvan 'n oop rooster gebruik word, of wat geroosterde of ander toebroodjies maak; (xxiv)

(xxxvi) "roosterbediende, gekwalifiseerd," 'n roosterbediende met minstens ses maande ondervinding; (xxv)

(xxxvii) "roosterbediende, ongekwalifiseerd," 'n roosterbediende met minder as ses maande ondervinding; (xxvi)

(xxxviii) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n professionele, tegniese of administratiewe aard te neem; (xxxvii)

(xxxix) "spensbediende" 'n werknemer wat koue geregte berei, etes opdien of kontrole hou oor breekgoed, eetgerei, glasware, tafellinne of spensbenodighede, of 'n kragaangedrewe masjien, uitgesonderd 'n kragaangedrewe aartappelskiller, bedien wat by die bereiding van vleis, groente of ander voedsel gebruik word; (xxxix)

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

(xxi) "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; (xxviii)

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

(xxiii) "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 food distributive trade or in the catering trade;

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

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

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

(xxiv) "grill-hand" means an employee who is engaged in making grills, frying fish and chipped potatoes, cooking eggs, making hamburgers or hot dogs or making or cooking any other similar foodstuff in the preparation of which an open grill is used or in making toasted or other sandwiches; (xxxv)

(xxv) "grill-hand, qualified," means a grill-hand who has had not less than six months' experience; (xxxvi)

(xxvi) "grill-hand, unqualified," means a grill-hand who has had less than six months' experience; (xxxvii)

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

(xxviii) "labourer" means an employee who is engaged in any one or more of the following activities:—

(1) Boiling water;

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

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

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

(5) making or maintaining fires or removing refuse or ashes; (i)

(xxix) "law" includes the common law; (liii)

(xxx) "motor vehicle" means any power-driven vehicle with an engine capacity exceeding 100 cc used for conveying goods and includes a mechanical horse and a tractor; (xxvii)

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

(xxxii) "pantry-hand, qualified," means a pantry-hand who has had not less than 12 months' experience; (xl)

(xxxiii) "pantry-hand, unqualified," means a pantry-hand who has had less than 12 months' experience; (xli)

(xxxiv) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the

(xl) "spensbediende, gekwalifiseerd," 'n spensbediende met minstens 12 maande ondervinding; (xxxii)

(xli) "spensbediende, ongekwalifiseerd," 'n spensbediende met minder as 12 maande ondervinding; (xxxiii)

(xlii) "spesiale funksie" 'n onthaal soos 'n dinee, 'n dansparty of 'n resepsie om 'n sosiale gebeure te kenmerk of 'n geleentheid te vier; (xxxviii)

(xliii) "spreiding" die tydperk op enige dag vanaf die tyd waarop 'n werknemer begin werk tot wanneer hy op daardie dag ophou werk; (xl)

(xliv) "teaterverkoper" 'n werknemer wat in 'n teater van 'n skinkbord of 'n waentjie af verversings verkoop; (xlvii)

(xlv) "toesighouer" 'n werknemer wat oor die bediening in 'n bedryfsinrigting toesig hou en klante sitplek aanwys; (xlv)

(xlvi) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgewer werk van 'n tegniese of professionele aard verrig; (xlv)

(xlvii) "toonbankbediende" 'n werknemer wat aan 'n toonbank etes of verversings, uitgesonderd sterk drank, verkoop en wat die kontant daarvoor in ontvangs mag neem, en vir die doel van hierdie woordskrywing omvat die woord "toonbank" ook 'n bruisbron en 'n melksalon; (xiv)

(xlviii) "toonbankbediende, gekwalifiseerd," 'n toonbankbediende met minstens 12 maande ondervinding; (xv)

(xlix) "toonbankbediende, ongekwalifiseerd," 'n toonbankbediende met minder as 12 maande ondervinding; (xvi)

(l) "Verversingsbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om uitsluitlik of hoofsaaklik 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 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 restaurants, kafees of teekamers gebruik word;

(b) waar etes of nie-alkoholiese drankie of beide sodanige etes en drankie bedien word;

(c) waar spuit- of mineraalwaterdranke 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 al sulke persele ooreenkomstig 'n drank-lisensie wat ingevolge die Drankwet, 1928, deur sulke werkgewers gehou word, maar dit sluit nie hotelle, bedryfsinrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf, losieshuise, enige bedryfsinrigting waarvoor 'n eethuisherlisensie ingevolge item 9 van Deel I van die Tweede Bylae van die Wet op Lisen-sies, 1962 (Wet 44 van 1962), gehou moet word; enige bedryfsin- rigting wat uitsluitlik etes of verversings aan nie-Blankes verskaf of persele of gedeeltes van persele waar etes of verversings of beide sodanige etes en verversings verskaf word uitsluitlik of hoofsaaklik vir verbruik weg van die persele in nie;

en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit; (vi)

(li) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (liii)

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

(liii) "wet" ook die gemene reg; (xxix)

(liv) "wynkelner" 'n werknemer wat klante met sterk drank bedien en wat betaling mag ontvang vir 'n bestelling wat hy geneem of uitgevoer het; (liv)

(lv) "wynkelner, gekwalifiseerd," 'n wynkelner met minstens 12 maande ondervinding; (lv)

(lvi) "wynkelner, ongekwalifiseerd," 'n wynkelner met minder as 12 maande ondervinding. (lvi)

(2) By die toepassing van hierdie Vasstelling word 'n werk-nemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaak-lik werksaam is.

aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (vii)

(xxxv) "part-time employee" means an employee, other than a part-time driver of a motor vehicle or a theatre part-time employee, employed by the week or month for not more than 25 ordinary hours of work in any week; (ix)

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

(xxxvii) "senior managerial or administrative employee" means an employee who is charged by his employer with the perfor-mance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (xxxviii)

(xxxviii) "special function" means an entertainment such as a dinner, dance or reception for the purpose of marking a social event or celebrating an occasion; (xlii)

(xxxix) "special function employee" means an employee employed by the hour to work at a special function; (lii)

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

(xli) "staff cook" means an employee who is engaged in the preparation or cooking of food exclusively for the employees of an establishment; (xxxii)

(xlii) "staff cook, qualified," means a staff cook who has had not less than six months' experience; (xxxiii)

(xliii) "staff cook, unqualified," means a staff cook who has had less than six months' experience; (xxxiv)

(xliv) "supervisor" means an employee who is engaged in supervising the service in an establishment and in showing cus-tomers to seats; (xlv)

(xlv) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (xlvii)

(xlvii) "theatre part-time employee" means an employee employed by the week or month as a counterhand, waiter or theatre vendor, respectively, for not more than 31 ordinary hours of work in any week at a theatre; (viii)

(xlviii) "theatre vendor" means an employee, who sells refresh-ments from trays or trollies at a theatre; (xliii)

(xlviii) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empow-ered by law to issue licenses in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor vehicle with an engine capacity exceeding 100 cc the unladen weight shall be deemed not to exceed 1,000 lb; (xxix)

(xlix) "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 means such higher amount; (xxv)

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

(li) "waiter, qualified," means a waiter who has had not less than 12 months' experience; (xii)

(lii) "waiter, unqualified," means a waiter who has had less than 12 months' experience; (xiii)

(liii) "watchman" means an employee who is engaged in guard-ing premises or property; (li)

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

(lv) "wine steward, qualified," means a wine steward who has had not less than 12 months' experience; (lv)

(lvi) "wine steward, unqualified," means a wine steward who has had less than 12 months' experience. (lvi)

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

3. BESOLDIGING

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

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

(i)

	In alle gebiede Per week R
Kroegman, gekwalifiseerd	25.00
Kroegman, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	9.00
gedurende die tweede jaar ondervinding	13.00
gedurende die derde jaar ondervinding	17.00
gedurende die vierde jaar ondervinding	21.00
Klerk, gekwalifiseerd	18.00
Klerk, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	10.15
gedurende die tweede jaar ondervinding	12.00
gedurende die derde jaar ondervinding	14.08
gedurende die vierde jaar ondervinding	15.92
Kok, eerste	17.00
Kok, gekwalifiseerd	12.00
Kok, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding	7.50
gedurende die tweede ses maande ondervinding	9.00
gedurende die derde ses maande ondervinding	10.50
Toonbankbediende en wynkelner, gekwalifiseerd	12.00
Toonbankbediende en wynkelner, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding	9.00
gedurende die tweede ses maande ondervinding	10.50
Bestuurder van 'n motorvoertuig, waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—	
(i) hoogstens 1,000 lb is	11.00
(ii) meer as 1,000 lb maar hoogstens 6,000 lb is	15.50
(iii) meer as 6,000 lb is	19.00
Deeltydse bestuurder van 'n motorvoertuig	11.00
Toesighouer	20.00
Teaterverkoper	12.00
Deeltydse teaterwerknemer—	
Toonbankbediende	8.00
Teaterverkoper	8.00
Kelner	7.40

(ii)

3. REMUNERATION

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

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

(i)

	In all areas Per week R
Barman, qualified	25.00
Barman, unqualified—	
during the first year of experience	9.00
during the second year of experience	13.00
during the third year of experience	17.00
during the fourth year of experience	21.00
Clerk, qualified	18.00
Clerk, unqualified—	
during the first year of experience	10.15
during the second year of experience	12.00
during the third year of experience	14.08
during the fourth year of experience	15.92
Cook, first	17.00
Cook, qualified	12.00
Cook, unqualified—	
during the first six months of experience	7.50
during the second six months of experience	9.00
during the third six months of experience	10.50
Counterhand and wine steward, qualified	12.00
Counterhand and wine steward, unqualified—	
during the first six months of experience	9.00
during the second six months of experience	10.50
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb	11.00
(ii) exceeds 1,000 lb but not 6,000 lb	15.50
(iii) exceeds 6,000 lb	19.00
Part-time driver of a motor vehicle	11.00
Supervisor	20.00
Theatre vendor	12.00
Theatre part-time employee—	
Counterhand	8.00
Theatre vendor	8.00
Waiter	7.40

	In die munisipale gebiede van Bellville, Kaapstad (met inbegrip van die Strandgebied soos omskryf by Goewermentskennisgewing 152 van 5 Februarie 1960), Vishoek, Goodwood, Milnerton, Parow, Pinelands en Simonstad	In die munisipale gebiede van Bloemfontein, Oos-Londen, Kimberley en Welkom	In die munisipale gebied van Pietermaritzburg	In alle ander gebiede
	Per week R	Per week R	Per week R	Per week R
Besteller, graad A	10.10	8.60	8.35	9.10
Besteller, graad B	9.50	8.00	7.25	8.50
Roosterbediende en personeelkok, gekwalifiseerd	10.10	8.60	7.85	9.10
Roosterbediende en personeelkok, ongekwalifiseerd	9.00	7.50	7.75	8.00
Kombuisbediende en wag	9.50	8.00	7.25	8.50
Arbeider, vrou	7.20	5.60	5.05	6.00
Arbeider, man, 18 jaar of ouer	9.00	7.50	6.75	8.00
Arbeider, man, onder 18 jaar	6.75	5.40	4.85	5.80
Spensbediende en kelner, gekwalifiseerd	11.10	9.60	8.85	10.10
Spensbediende en kelner, ongekwalifiseerd—				
gedurende die eerste ses maande ondervinding	9.00	7.50	6.75	8.00
gedurende die tweede ses maande ondervinding	10.10	8.50	7.75	9.00
Werknemer wat nie elders in hierdie subklousule uitdruklik vermeld word nie	9.50	8.00	7.25	8.50

(ii)

	In the municipal areas of Bellville, Cape Town (including the Foreshore as defined in Government Notice 152 of 5 February 1960), Fish Hoek, Goodwood, Milnerton, Parow, Pinelands and Simonstown	In the municipal areas of Bloemfontein, East London, Kimberley and Welkom	In the municipal area of Pietermaritzburg	In all other areas
	Per week R	Per week R	Per week R	Per week R
Delivery employee, Grade A.....	10.10	8.60	8.35	9.10
Delivery employee, Grade B.....	9.50	8.00	7.25	8.50
Grill-hand and staff cook, qualified.....	10.10	8.60	7.85	9.10
Grill-hand and staff cook, unqualified.....	9.00	7.50	7.75	8.00
Kitchen-hand and watchman.....	9.50	8.00	7.25	8.50
Labourer, female.....	7.20	5.60	5.05	6.00
Labourer, male, 18 years of age or over.....	9.00	7.50	6.75	8.00
Labourer, male, under 18 years of age.....	6.75	5.40	4.85	5.80
Pantry-hand and waiter, qualified.....	11.10	9.60	8.85	10.10
Pantry-hand and waiter, unqualified— during the first six months of experience.....	9.00	7.50	6.75	8.00
during the second six months of experience.....	10.10	8.50	7.75	9.00
Employee not specifically mentioned elsewhere in this sub-clause.....	9.50	8.00	7.25	8.50

(b) *Werknemers by spesiale funksies—*

	Per uur R	Minimum vir enige funksie R
Kroegman.....	0.65	1.95
Kassier.....	0.45	1.35
Kok.....	0.35	1.05
Bestuurder van 'n motorvoertuig.....	0.50	1.50
Arbeider.....	0.20	0.60
Toesighouer.....	0.55	1.65
Kelner.....	0.27	0.81
Wynkelner.....	0.30	0.90

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

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

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

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

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

in 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

(b) *Special function employees—*

	Per hour R	Minimum for any function R
Barman.....	0.65	1.95
Cashier.....	0.45	1.35
Cook.....	0.35	1.05
Driver of a motor vehicle.....	0.50	1.50
Labourer.....	0.20	0.60
Supervisor.....	0.55	1.65
Waiter.....	0.27	0.81
Wine steward.....	0.30	0.90

(c) *Casual employees.*—A casual employee shall be paid in respect of every day or part of a day of employment 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, 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 weekly 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 50 per cent.

(d) *Part-time employees.*—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.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee other than a casual employee or a special function employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week 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 subclause (1), shall pay to such employee in respect of that day—

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

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

Met dien verstande dat—

(i) die bepalings van 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 Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, is sy weekloon gedeel deur—

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

(ii) ses, in die geval van alle ander werknemers.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, is sy weekloon gedeel deur die getal gewone weeklikse werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers en werknemers by 'n spesiale funksie.*—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaal-dag geskied, en sodanige bedrag moet in 'n koevert 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) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

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

(g) besonderhede van enige bedrag wat afgetrek is;

(h) die werklike bedrag wat aan die werknemer betaal word; en

(i) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat bogenoemde inligting betreffende tyd gewerk nie verstrek hoef te word nie in die geval van 'n werknemer wat uit hoofde van klousules 5 (9) (a) en (c) van die werkurebepalings uitgesluit is.

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

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

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

(5) *Kos en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of huisvesting of kos en huisvesting aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes op of 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-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde van vakverenigings;

(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 subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring 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 or a special function employee, shall be his weekly wage divided by—

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

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

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

(c) The hourly wage of an employee, other than a casual employee or a special function employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

4. PAYMENT OF REMUNERATION

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

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

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

(e) the employee's wage;

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

(g) the details of any deductions made;

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

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

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that the aforementioned information relating to time worked need not be furnished to an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) and (c).

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

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board and lodge or board or 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) 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 grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

(d) wanneer 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

(i) 'n Ander werknemer as 'n roosterbediende, 'n personeelkok, 'n besteller, 'n kombuisbediende, 'n wag of 'n arbeider:—

Huisvesting: 69 sent per week; R3 per maand.

Kos: Vir elke ontbyt, 7½ sent; vir elke middagete, 10 sent; vir elke aandete, 12½ sent:

Met dien verstande dat die bedrag wat 'n werkgever van die loon van sodanige werknemer ten opsigte van kos mag aftrek hoogstens 20 sent per dag, R1.20 per week of R5.20 per maand is.

(ii) 'n Roosterbediende, personeelkok, besteller, kombuisbediende, wag of arbeider:—

Huisvesting: 20 sent per week; 87 sent per maand.

Kos: 4 sent per maaltyd;

(e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n raad of ander plaaslike owerheid 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 bestuurder van 'n motorvoertuig, 'n roosterbediende, 'n kombuisbediende, 'n besteller en 'n arbeider—

(i) vyftig in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, nege op 'n dag;

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

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

(ii) vyf op 'n dag;

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

(i) een-en-dertig in 'n week; en

(ii) vyf op vyf dae en ses op een dag in 'n week;

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

(e) in die geval van elke ander werknemer—

(i) ses-en-veertig in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

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

(3) *Etenspouse.*—Vir elke etenstyd wat binne die werkure van 'n werknemer val, moet die werkgever so 'n werknemer 'n etenstydse pouse van minstens 'n halfuur toestaan, 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: Met dien verstande dat 'n werkgever nie van 'n werknemer mag vereis of hom mag toelaat om meer as vyf uur aaneen sonder so 'n etenstyd te werk nie.

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

(5) *Beperking van oortydwerk.*—'n Werkgever 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 ander werknemer, agt uur in 'n week.

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

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

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

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

(d) whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept meals and lodging or meals or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

(i) *An employee, other than a grill-hand, staff cook, delivery employee, kitchen-hand, watchman or labourer:—*

Lodging: 69 cents per week; R3 per month.

Meals: For each breakfast: 7½ cents; for each lunch: 10 cents; for each dinner: 12½ cents:

Provided that the amount which an employer may deduct from the wage of such employee in respect of meals shall not exceed 20 cents per day, R1.20 per week or R5.20 per month.

(ii) *A grill-hand, staff cook, delivery employee, kitchen-hand, watchman or labourer:—*

Lodging: 20 cents per week; 87 cents per month.

Meals: 4 cents per meal;

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

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

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

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

(i) fifty in any week; and

(ii) subject to subparagraph (i) hereof, nine on any day;

(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 theatre part-time employee—

(i) thirty-one in any week; and

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

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

(e) in the case of every other employee—

(i) forty-six in any week; and

(ii) subject to subparagraph (i) hereof, nine on any day.

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

(3) *Meal intervals.*—For each meal time which occurs during the hours of work of an employee, the employer shall grant such employee 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: Provided that an employer shall not require or permit an employee to work continuously for more than five hours without granting him such an interval.

(4) *Overtime.*—All time worked 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 any other employee, eight hours in any week.

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

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

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

(7) *Spreading*.—Die gewone werkure en alle oortydwerk van 'n werknemer moet voltooi word en alle etenspouses inbegryp word binne 'n spreiding van—

- (a) in die geval van 'n kombuisbediende, 'n roosterbediende en 'n arbeider, 14 agtereenvolgende ure;
- (b) in die geval van 'n deeltydse werknemer, agt agtereenvolgende ure;
- (c) in die geval van 'n deeltydse teaterwerknemer, ses agtereenvolgende ure;
- (d) in die geval van 'n los werknemer, 12 agtereenvolgende ure;
- (e) in die geval van elke ander werknemer, 12 agtereenvolgende ure;

Met dien verstande dat op een dag in 'n week die spreiding in paragrawe (a) en (e) vermeld onderskeidelik met een uur verleng mag word.

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

(9) *Voorbehoudsbepalings*.—(a) Die bepalinge van hierdie klousule is nie op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R200 per maand ontvang, en ook nie op 'n kelner wat buitekant 'n bedryfsinrigting aan die kus diens doen nie.

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

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

(i) hy 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 mag betaal wat hy sou ontvang, het indien hy nie op 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 die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, ten opsigte van iedere voltooid tydsperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

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

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

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

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

(2) Die verlof voorgeskryf in subklousule (1), 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 die bepalinge van subklousule (3) so verleen moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstrekking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstrekking 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 'n tydperk van militêre opleiding 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 waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek;

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

(a) in the case of a kitchen-hand, grill-hand and a labourer, 14 consecutive hours;

(b) in the case of a part-time employee, eight consecutive hours;

(c) in the case of a theatre part-time employee, six consecutive hours;

(d) in the case of a casual employee, 12 consecutive hours;

(e) in the case of every other employee, 12 consecutive hours;

Provided that on one day in a week the spreadovers referred to in paragraphs (a) and (e) may be increased by one hour, respectively.

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

(9) *Savings*.—(a) The provisions of this clause shall not apply to a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R200 per month nor to a waiter employed outside an establishment at the coast.

(b) The provisions of subclauses (2), (3), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of 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) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

6. ANNUAL LEAVE

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

(a) in the case of a watchman, 21 consecutive days' leave,

(b) in the case of every other employee, 14 consecutive days' leave,

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which he was receiving immediately before the commencement of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which he was receiving immediately before the commencement of the leave.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer shall 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 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) 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 oploopbaar 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 dié 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 die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande—

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

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

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

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

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

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

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

(i) wat sy diens verlaat sonder om dié kennis te gee en dié 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,

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in 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 ook 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 tien weke; en

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

(i) in die geval van 'n werknemer wat, voor die inwerking-treding van hierdie Vastelling, 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;

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

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

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

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

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of 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 subclause (1), one-fourth, and,

(b) in the case of an employee referred to in paragraph (b) of subclause (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 subclause (2) and provided further that an employee—

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

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

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

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

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

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

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

(iii) on the instructions or at the request of his employer,

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

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

and employment shall be deemed to commence—

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

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling 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 'n 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.

7. SIEKTEVERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever 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 'n werkweek van vyf dae het, altesaam minstens 30 werkdae, en

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

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

(i) gedurende die eerste 12 agtereenvolgende maande diens, 'n werknemer 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 'n 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 werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 30 of 36 werkdae, na gelang van die geval, in elke tydkring van 36 maande diens aan hom betaal sal word;

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

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

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

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling 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;

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

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

7. SICK LEAVE

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

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

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

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

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

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 30 or 36 work days, as the case may be, in each cycle of 36 months of employment;

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

(iv) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

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

(a) “employment” shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

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

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

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

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

(b) 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 waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(a) behoudens die bepalings van klousule 4 (6), hom vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus 'n bedrag ten opsigte van elke sodanige dag gewerk van minstens sy dagloon; 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 in 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 werkgewer hom by sodanige diensbeëindiging en benewens enige ander besoldiging aan hom verskuldig, dubbel sy dagloon moet betaal vir elke sodanige openbare vakansiedag waarop hy gewerk het.

(3) Die bepalings van subklousule (2) is nie van toepassing nie op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon teen minstens R200 per maand ontvang, en ook nie op 'n wag, 'n los werknemer of 'n werknemer by 'n spesiale funksie nie.

9. GETALSVERHOUDING

(1) 'n Werknemer mag geen ongekwalfiseerde kroegman, kok, toonbankbediende, roosterbediende of kelner in diens neem nie tensy hy onderskeidelik 'n gekwalfiseerde kroegman, kok, toonbankbediende, roosterbediende of kelner in sy diens het, en vir elke sodanige gekwalfiseerde kroegman, kok, toonbankbediende, roosterbediende of kelner in sy diens mag hy onderskeidelik hoogstens een ongekwalfiseerde kroegman, kok, toonbankbediende, roosterbediende of kelner in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer behartig, geag word 'n gekwalfiseerde werknemer in sodanige klas te wees: Met dien verstande dat 'n werkgewer hoogstens in een bedryfsinrigting aldus geag word;

(b) kan 'n ongekwalfiseerde werknemer wat 'n loon ontvang minstens gelyk aan die loon voorgeskryf vir 'n gekwalfiseerde werknemer van sy klas geag word 'n gekwalfiseerde werknemer in daardie klas te wees;

(c) wanneer die getal gekwalfiseerde kokke in 'n bedryfsinrigting hoër is as die getal ongekwalfiseerde kokke, kan die oortollige gekwalfiseerde kokke in sodanige bedryfsinrigting as gekwalfiseerde roosterbediendes geag word.

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, wasbare baadjies, pette of voorskote wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke, wasbare baadjies, pette of voorskote bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak, wasbare baadjie, pet of voorskoot te was, en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 25 sent per week betaal.

(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 for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS

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

(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 double his daily wage in respect of each such public holiday worked.

(3) The provisions of subclause (2) shall not apply to a senior managerial or administrative employee or a technical or professional employee if and for so long as such employee is in receipt of regular remuneration at a rate of not less than R200 per month nor to a watchman, a casual employee or a special function employee.

9. RATIO

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

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

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

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, washing 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, washing 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, washing coat, cap or apron in which event the employer shall pay such employee an allowance of not less than 25 cents every week.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) in die geval van 'n werknemer wat weekliks betaal word, na die eerste vier weke diens minstens een week,

(c) in die geval van 'n werknemer wat maandeliks betaal word, na die eerste vier weke diens minstens twee weke,

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

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

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

(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—

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

(b) '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;

(c) 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 voorbehoudbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, mag 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 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 vereiste 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.

13. DIENSSERTIFIKAAT

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

14. PRESENSIEREGISTER

(1) Elke werkgewer moet in sy bedryfsinrigting 'n presensieregister verskaf in die vorm wat in die Tweede Bylae van hierdie Vasstelling aangegee word: Met dien verstande dat 'n werkgewer in die plek van sodanige presensieregister 'n halfoutomatiese tydopnemer kan verskaf met kaarte wat soortgelyke inligting weergee.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) in the case of an employee paid weekly, not less than one week's notice after the first four weeks of employment;

(c) in the case of an employee paid monthly, not less than 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 paying the employer, as the case may be, in lieu of such notice not less than—

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

(ii) in the case of 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—

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

(b) 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;

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

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

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

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

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

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

13. CERTIFICATE OF SERVICE

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

14. ATTENDANCE REGISTER

(1) Every employer shall provide and maintain 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.

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

EERSTE BYLAE

Ek/Ons (a).....
 wat die Verversingsbedryf beoefen te.....
 verklaar hierby dat mnr./mev./mej.....
 in my/ons (a) diens was van die.....
 dag van.....19..... tot die.....
 dag van.....19..... as (b).....
 By diensbeëindiging was sy/haar (a) loon.....
 rand.....sent per week.

Handtekening van werkgewer 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, arbeider.

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.....in the occupation of (b).....
 At the termination of employment
 his/her (a) wage was.....rand.....
 cents per week.

Signature of employer or
 authorised representative

Date

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

TWEDE BYLAE
PRESENSIEREGISTER

(Naam van werknemer)

(Beroep van werknemer)

Datum en dag van week		Inskrywings moet deur werknemers gedoen word										Opmerkings (indien enige)			
Jaar..... Maand.....		Hand- tekening	Tyd waarop met werk begin is	Pouses				Tyd waarop werk ge- staak word	Oortyd gewerk		Totale getal ure gewerk		Deur werk- nemer	Deur werk- gewer indien werknemer afwesig is. Redes vir sy afwesig- heid (moet deur werk- gewers onder- teken word)	Deur inspekteur
Datum	Dag van week			Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week			
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2															
3															
4															
5															
6															
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31															

OPMERKING: Onder die opskrifte "Af" en "Aan" skryf in die kolomme wat na "pouses" verwys die tyd in waarop 'n pouse begin en die tyd waarop die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse aan diens te wees as dit hom nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

SECOND SCHEDULE
ATTENDANCE REGISTER

(Name of employee)		(Occupation of employee)												
Date and day of week		Entries to be made by employees										Remarks (if any)		
Year	Month	Signature	Time of commencing work	Intervals off work				Time of finishing work	Overtime worked		Total number of hours worked		By employer, if absent. Reasons for his absence (to be signed by employers)	By inspector
Date	Day of week			Off	On	Off	On		On	Off	Each day	Each week		
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2														
3														
4														
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NOTE: Under headings "Off" and "On" in columns referring to "intervals" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

No. R. 2015

11 Julie 1969

LOONWET, 1957

INTREKKING VAN LOONVASSTELLINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957 (Wet 5 van 1957), met ingang van die 4de dag van Augustus 1969, al die bepalings in van die Loonvasstellings genoem in die Bylae hiervan.

M. VILJOEN, Minister van Arbeid.

BYLAE

1. Loonvasstelling 93 vir die Verversingsbedryf, gepubliseer by Goewermentskennisgewing 851 van 8 Mei 1942.

2. Loonvasstelling 246 vir die Verversingsbedryf, sekere gebiede, gepubliseer by Goewermentskennisgewing R. 1952 van 13 Desember 1963.

INHOUD

No.	BLADSY
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No. R. 2015

11 July 1969

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATIONS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957 (Act 5 of 1957), cancel with effect from the 4th day of August 1969, all the provisions of the determinations mentioned in the Schedule hereto.

M. VILJOEN, Minister of Labour.

SCHEDULE

1. Wage Determination 93 for the Catering Trade, published under Government Notice 851 of 8 May 1942.
2. Wage Determination 246 for the Catering Trade, certain areas, published under Government Notice R. 1952 of 13 December 1963.

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