STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3424 — REGULATION GAZETTE No. 3424

PRYS (AVB ingesluit) 30c PRICE (GST included)

As 'n Nuusblad by die Poskantoor Geregistreer BUITELANDS 40c ABROAD *Registered at the Post Office as a Newspaper*

POSVRY · POST FREE

Vol. 203] PRETORIA, 7 MEI / MAY 1982 [No. 8197

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 891 7 Mei 1982

LOONWET, 1957

LOONVASSTELLING 422.—PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, 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 Privaathotel- en Losieshuisbedryf, Sekere Gebiede, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie Vasstelling is op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Privaathotel- en Losieshuisbedryf soos omskryf in subklousule (2), in die volgende gebiede van toepassing:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Paarl, Simonstad en Wynberg en die munisipale gebiede van Beacon Bay, Despatch, Kimberley, Oos-Londen, Port Elizabeth en Uitenhage.

Natal.—Die landdrosdistrikte Durban en Pinetown en die munisipale gebiede van Pietermaritzburg en Umhlanga.

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein en Sasolburg.

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

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

(a) persone wat hoogstens vyf beddens vir gebruik beskikbaar het;

(b) die bedryf ten opsigte waarvan 'n lisensie, behalwe 'n maaltydwyn-en-bierlisensie, kragtens die Drankwet, 1977, vereis word;

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 891 7 May 1982

WAGE ACT, 1957

WAGE DETERMINATION 422.—PRIVATE HOTEL AND BOARDING-HOUSE TRADE, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all the employers and all their employees, other than managers, in the Private Hotel and Boarding-house Trade as defined in subclause (2), in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, Paarl, Simonstown and Wynberg and the municipal areas of Beacon Bay, Despatch, East London, Kimberley, Port Elizabeth and Uitenhage.

Natal.—The Magisterial Districts of Durban and Pinetown and the municipal areas of Pietermaritzburg and Umhlanga.

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

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

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

(a) persons who have not more than five beds available for occupation;

(b) the trade in respect of which a licence, other than a meal-time wine and malt liquor licence, is required in terms of the Liquor Act, 1977;

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

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

(e) werkgewers en werknemers vir sover hulle onderworpe is aan enige nywerheidsraadooreenkoms vir die Drank-, die Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Kamers, Suidkus, Natal, gepubliseer by Goewermentskennisgewing R. 315 van 24 Februarie 1978, of enige ooreenkoms ter vervanging daarvan gepubliseer.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het alle uitdrukkings wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en vir die toepassing van hierdie vasstelling word 'n werknemer geag in daardie klas te wees waarin hy ten volle of hoofsaaklik in diens is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "algemene assistent" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Klokkies of telefoonoproepe beantwoord;
(b) 'n faktotum behulpsaam wees;
(c) groente wat kook, versorg;
(d) etes, tee of koffie of soortgelyke dranke aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting maaltye te nuttig;
(e) gerei, bagasie of ander goedere dra, verskuif of opstapel;
(f) baddens, werkbakke, gerei, meubels, vensters, vloere, persele, voertuie, skoeisel of ander goed skoonmaak;
(g) vis skoonmaak of krap;
(h) eiers of pap gaarmaak;
(i) groente of rou voedsel sny, skoonmaak of vir gaarmaak voorberei;
(j) briewe, boodskappe of pakkies te voet of met 'n trapfiets, driewiel, handkar of soortgelyke vervoermiddel aflewer;
(k) waterbottels, bekers of ander houers vul of leegmaak;
(l) tuinwerk;
(m) linne, klere of ander goed was of stryk;
(n) laai of aflaai;
(o) vuurmaak of vure stook, of afval of as verwyder;
(p) roosterbrood of tee, koffie of soortgelyke dranke maak;
(q) vrugte skil of opsny;
(r) pluimvee pluk of skoonmaak;
(s) vloere, meubels of ander goed poleer of was;
(t) 'n handkar of soortgelyke vervoermiddel stoot of trek;
(u) briewe, boodskappe of pakkies ontvang;
(v) vuilwater verwyder;
(w) loopwerkies verrig;
(x) diere, troeteldiere of pluimvee oppas; (1)

(2) "assistent-huishouer" 'n werknemer wat 'n huishouer in die uitvoering van sy pligte bystaan en in sy afwesigheid vir hom mag optree; (1)

(3) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Privaathotel- en Losiesbedryf in diens is; (9)

(4) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene—

(a) toesig oor;
(b) verantwoordelikheid vir; en
(c) leiding van;

die bedrywighede van 'n bedryfsinrigting en die werknemers daarin werksaam; (19)

(5) "deeltydse werknemer" 'n werknemer wat per week of maand in diens is vir hoogstens vyf gewone werkure op enige dag; (22)

(6) "faktotum" 'n werknemer wat geringe herstel- of opknappingswerk aan meubels, installasies, toerusting of geboue uitvoer; (13)

(7) "gas" iemand wat, hetsy vas of tydelik, by 'n bedryfsinrigting inwoon, en omvat dit ook 'n tafelloseerder of 'n besoeker, maar nie die werkgewer of sy gesin nie en ook nie 'n werknemer of sy gesin nie; (12)

(8) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die ondervinding van die werknemer in sy klas hom geregtig maak op die hoogste loontarief vir daardie klas voorgeskryf, en omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste tarief geregtig maak nie; (24)

(9) "hoofkelner" 'n gekwalifiseerde kelner wat in die eetkamer van 'n bedryfsinrigting in beheer is van en toesig hou oor die werk van die slaapkamerbediende-kelners, portiers of kelners; (15)

(10) "hoofkok" 'n gekwalifiseerde kok wat in beheer is van en toesig hou oor die werk van die werknemers in die kombuis van 'n bedryfsinrigting waarin minstens nog een gekwalifiseerde kok in diens is; (14)

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

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

(e) employers and employees in so far as they are subject to any industrial council agreement for the Liquor, Private Hotel and Boarding-house Trades and the Trade of Letting Flats or Rooms, South Coast, Natal, published under Government Notice R. 315 of 24 February 1978, or any agreement published in substitution thereof.

2. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and for the purposes of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "assistant housekeeper" means an employee who assists a housekeeper in the performance of his duties and who may act for him during his absence; (2)

(2) "bedroom attendant" means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals; (24)

(3) "bedroom attendant-waiter" means an employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or of a general assistant; (25)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (17)

(5) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a reception clerk but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties; (13)

(6) "cook" means an employee, other than a cook's assistant, a night porter, a waiter or a watchman who is engaged in preparing or cooking food for guests; (14)

(7) "cook's assistant" means an employee, other than a general assistant, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other foodstuffs intended for consumption by persons other than guests and who may cook breakfast for guests; (15)

(8) "emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, must be done without delay; (19)

(9) "establishment" means any premises in or in connection with which one or more employees are employed in the Private Hotel and Boarding-house Trade; (3)

(10) "experience" means in relation to a bedroom attendant-waiter, a clerk, a cook or a waiter, the total period or periods of employment which an employee has had in any trade or in the service of the State as a bedroom attendant-waiter, a clerk, a cook or a waiter, respectively: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class; (20)

(11) "general assistant" means an employee who is engaged in one or more of the following activities:

(a) Answering bells or telephone calls;
(b) assisting a handyman;
(c) attending to vegetables in process of cooking;
(d) carrying meals or tea or coffee or similar beverages other than to guests who are partaking of meals in the dining-room of an establishment;
(e) carrying, moving or stacking utensils, luggage or other articles;
(f) cleaning baths, work basins, utensils, furniture, windows, floors, premises, vehicles, footwear or other articles;
(g) cleaning or scaling fish;
(h) cooking porridge or eggs;
(i) cutting up, cleaning or preparing vegetables or raw foodstuffs for cooking;
(j) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
(k) filling or emptying water bottles, jugs or other containers;
(l) gardening;
(m) laundering, washing or ironing of linen, clothing or other articles;
(n) loading or unloading;
(o) making or maintaining fires or removing refuse or ashes;
(p) making toast or tea or coffee or similar beverages;
(q) peeling or cutting up fruit;

(11) "huishouer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Toesig hou oor die werk van slaapkamerbediendes of algememe assistente;
(b) voorrade asook linne kontroleer;
(c) verantwoordelik vir die ontvangs, bêre, nagaan en uitreik van voorrade en ook linne;
(d) verantwoordelik vir of toesig hou oor die herstel, was of stryk van linne;
(e) toesig hou oor die werksaamhede in die kombuis of eetkamer tydens maaltye; (16)

(12) "kelner" 'n werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste met etes bedien en wat toebroodjies of slaaie mag maak of tydens maaltye gaste met wyn of bier mag bedien; (27)

(13) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander klerklike werk doen en omvat dit ook 'n kassier en 'n ontvangsklerk maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie al maak klerklike werk ook deel uit van sodanige werknemer se pligte; (5)

(14) "kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n nagportier, 'n kelner of 'n wag, wat die voedsel vir die gaste toeberei of gaarmaak; (6)

(15) "koksmaat" 'n werknemer, uitgesonderd 'n algemene assistent, wat onder die toesig van 'n hoofkok of 'n gekwalifiseerde kok sodanige kok by enige van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat bedoel is vir gebruik deur ander persone as gaste, en wat ontbyt vir gaste mag gaarmaak; (7)

(16) "loon" die bedrag geld 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; (26)

(17) "los werknemer" 'n werknemer wat op hoogstens drie dae in enige week deur dieselfde werkgewer in diens geneem word; (4)

(18) "nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hulle kamers te neem of te sorg dat daar soggens vuur in die kombuis gemaak word, en wat na 20h00 tee, koffie of soortgelyke dranke, of toebroodjies mag maak of gaste daarmee mag bedien; (20)

(19) "noodwerk" werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal of 'n onklaarraking van 'n installasie of masjinerie, of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word; (8)

(20) "ondervinding", met betrekking tot 'n slaapkamerbediende-kelner, 'n klerk, 'n kok of 'n kelner, die totale tydperk of tydperke wat 'n werknemer as onderskeidelik slaapkamerbediende-kelner, klerk, kok of kelner in enige bedryf of in diens van die Staat gewerk het: Met dien verstande dat slegs een helfte van die totale dienstydperk of -tydperke wat 'n werknemer as deeltydse werknemer in enige klas gehad het, geag word diens in daardie kas te wees; (10)

(21) "ooryd" die gedeelte van 'n tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer in sy vrye tyd vir sy werkgewer werk nie; (21)

(22) "plaaslike owerheid" 'n stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuur of 'n soortgelyke instelling in artikel 84 (1) (f) van die Grondwet van die Republiek van S.A., 1961 (Wet 32 van 1961), beoog en omvat dit 'n administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971); (18)

(23) "portier" 'n werknemer wat vliegtuie of treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat met die voorsit van etes of ververs ings mag help; (23)

(24) "slaapkamerbediende" 'n werknemer wat slaapkamers of woonvertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drank mag maak of bedien, of tydens maaltye mag help in die kombuis; (2)

(25) "slaapkamerbediende-kelner" 'n werknemer wat een of meer van die pligte van 'n kelner en een of meer van die pligte van 'n slaapkamerbediende of 'n algemene assistent uitvoer; (3)

(26) "spreiding" die tydperk op enige dag vanaf die tydstip waarop 'n werknemer begin werk tot die tydstip waarop hy vir daardie dag uitskei, en vir die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tydstip waarop daar met die werk begin word; (25)

(27) "wag" 'n werknemer wat waghou oor die perseel, bagasie, voertuie of ander eiendom, die vuur vir 'n waterverwarmer mag maak, stook of uithaal en in 'n kombuisstoof mag vuurmaak, water mag opsit om te kook en pap mag maak; (28)

(28) "wet" ook die gemene reg. (17)

(r) plucking or cleaning poultry;
(s) polishing or washing floors, furniture or other articles;
(t) pushing or pulling any hand cart or similar conveyance;
(u) receiving letters, messages or parcels;
(v) removing slops;
(w) running errands;
(x) tending animals, pets or poultry; (1)

(12) "guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee; (7)

(13) "handyman" means an employee who is engaged in making minor repairs or renovations to furniture, plant, equipment or buildings; (6)

(14) "head cook" means a qualified cook who is in charge of an supervises the work of the employees in the kitchen of an establishment in which at least one other qualified cook is employed; (10)

(15) "head waiter" means a qualified waiter who is in charge of and supervises the work of bedroom attendant-waiters, porters or waiters in the dining-room of an establishment; (9)

(16) "housekeeper" means an employee who is engaged in one or more of the following activities:

(a) Supervising the work of bedroom attendants or general assistants;
(b) controlling stores including linen;
(c) responsible for the receiving, storing, checking and issuing of stores including linen;
(d) responsible for or supervising the repairing, laundering or ironing of linen;
(e) supervising the activities in the kitchen or dining-room during meals; (11)

(17) "law" includes the common law; (28)

(18) "local authority" means any borough council, city council, divisional council, municipal council, village council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (22)

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

(a) supervision over;
(b) responsibility for; and
(c) direction of;

the activities of an establishment and the employees engaged therein; (4)

(20) "night porter" means an employee who is responsible for locking doors or windows, switching off lights, showing late arrivals to their rooms, or seeing that fires are made up in the kitchen in the morning, and who may make or serve tea, coffee or similar beverages or sandwiches to guests after 20h00; (18)

(21) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective oridnary hours of work prescribed for such employee in clause 5 (1), but does not include any period during which an employee works for his employer during his free period; (21)

(22) "part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours of work on any day; (5)

(23) "porter" means an employee who is engaged in meeting aeroplanes or trains, conducting guests to their rooms and conveying luggage, and who may assist in serving meals or refreshments; (23)

(24) "qualified", in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (8)

(25) "spreadover" means the period in any day reckoned from the time when an employee commences work until he ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work; (26)

(26) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1) it means such higher amount; (16)

(27) "waiter" means an employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads or serve wine or beer to guests at meal times; (12)

(28) "watchman" means an employee who is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a boiler, and make the fire in a kitchen stove, put water on to boil and making porridge. (27)

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:

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:

	Die landdrosdistrikte Bellville, Goodwood, Simonstad en Wynberg				Die landdrosdistrik Kuilsrivier				Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied van Port Elizabeth				Die landdrosdistrik Paarl en die munisipale gebiede van Despatch, Sasolburg, Uitenhage en Umhlanga				Die munisipale gebiede van Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg				Die landdrosdistrik Klerksdorp en die munisipale gebied van Beacon Bay			
	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand	(i) Per maand	(ii) Per maand	(iii) Per maand	(iv) Per maand
	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Assistent-huishouer	222	259	296	333	204	247	290	333	224	251	278	305	176	219	262	305	181	210	239	268	148	187	227	268
Slaapkamerbediende	129	152	175	198	121	147	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
Slaapkamerbediende-kelner—																								
gedurende die eerste ses maande ondervinding	129	152	175	198	121	147	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
daarna	139	162	185	209	127	154	182	209	122	145	168	191	110	137	164	191	97	120	144	168	93	117	143	168
Klerk—																								
gedurende die eerste jaar ondervinding	176	198	220	243	150	181	212	243	160	181	202	223	128	160	191	223	153	167	181	195	108	136	165	195
gedurende die tweede jaar ondervinding	213	244	275	306	188	227	267	306	199	226	253	281	161	201	241	281	193	210	228	246	136	171	209	246
gedurende die derde jaar ondervinding	251	290	329	369	226	274	321	369	237	271	305	338	195	243	290	338	232	254	276	297	164	207	252	297
daarna	288	336	384	432	264	320	376	432	276	316	356	396	228	284	340	396	272	297	323	348	192	242	295	348
Kok—																								
gedurende die eerste ses maande ondervinding	129	152	175	198	120	146	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
gedurende die tweede ses maande ondervinding	148	173	199	225	137	166	195	225	129	154	180	207	119	148	178	207	104	130	156	181	100	126	154	181
gedurende die derde ses maande ondervinding	167	195	223	252	154	187	219	252	146	174	203	232	134	167	199	232	118	146	175	203	112	141	172	203
gedurende die vierde ses maande ondervinding	186	216	247	279	170	207	242	279	162	193	225	256	148	184	220	256	131	162	193	225	124	157	191	225
daarna	205	238	271	306	187	227	266	306	179	213	247	281	162	202	241	281	144	178	212	246	136	171	209	246
Koksmaat	139	162	185	209	127	154	182	209	136	154	172	191	110	137	164	191	102	124	146	168	93	117	143	168
Algemene assistent	120	140	160	180	110	133	156	180	105	125	145	165	95	118	141	165	85	105	125	145	80	101	123	145
Faktotum	210	236	262	288	176	213	251	288	188	213	238	264	152	189	227	264	160	184	208	232	128	162	197	232
Hoofkok	234	273	312	351	215	260	306	351	232	262	292	322	185	231	276	322	181	215	249	283	156	197	240	283
Huishouer	258	301	344	387	236	286	337	387	265	295	325	355	204	254	305	355	230	257	284	311	170	217	264	311
Hoofkelner	192	224	256	288	176	213	251	288	172	202	233	264	152	189	227	264	136	168	200	232	128	162	197	232
Nagportier	156	182	208	234	143	173	204	234	146	169	192	215	124	154	185	215	109	135	161	188	104	131	160	188
Portier	156	182	208	234	143	173	204	234	146	169	192	215	124	154	185	215	109	135	161	188	104	131	160	188
Kelner—																								
gedurende die eerste ses maande ondervinding	126	147	168	189	116	140	165	189	110	131	152	173	100	124	149	173	89	110	131	152	84	106	129	152
gedurende die tweede ses maande ondervinding	136	158	181	204	125	151	178	204	118	141	164	187	108	134	161	187	96	118	141	164	91	114	139	164
gedurende die derde ses maande ondervinding	146	170	194	219	134	162	191	219	127	151	176	201	116	144	173	201	102	126	151	176	97	123	149	176
daarna	156	182	208	234	143	173	204	234	136	162	188	215	124	154	185	215	109	135	161	188	104	131	160	188
Wag	139	162	185	209	127	154	182	209	136	154	172	191	110	137	164	191	102	124	146	168	93	117	143	168

(i) Gedurende die eerste agt maande nadat hierdie vasstelling van krag geword het.
(ii) Gedurende die tweede agt maande nadat hierdie vasstelling van krag geword het.
(iii) Gedurende die derde agt maande nadat hierdie vasstelling van krag geword het.
(iv) Daarna.

	The Magisterial Districts of Bellville, The Cape, Goodwood, Simonstown and Wynberg				The Magisterial District of Kuils River				The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the Municipal Area of Port Elizabeth				The Magisterial District of Paarl and the Municipal Areas of Despatch, Sasolburg, Uitenhage and Umhlanga				The Municipal Areas of Bloemfontein, East London, Kimberley and Pietermaritzburg				The Magisterial District of Klerksdorp and the Municipal Area of Beacon Bay			
	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month	(i) Per month	(ii) Per month	(iii) Per month	(iv) Per month
	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Assistant housekeeper	222	259	296	333	204	247	290	333	224	251	278	305	176	219	262	305	181	210	239	268	148	187	227	268
Bedroom attendant	129	152	175	198	121	147	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
Bedroom attendant-waiter—																								
during the first six months of experience	129	152	175	198	121	147	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
thereafter	139	162	185	209	127	154	182	209	122	145	168	191	110	137	164	191	97	120	144	168	93	117	143	168
Clerk—																								
during the first year of experience	176	198	220	243	150	181	212	243	160	181	202	223	128	160	191	223	153	167	181	195	108	136	165	195
during the second year of experience	213	244	275	306	188	227	267	306	199	226	253	281	161	201	241	281	193	210	228	246	136	171	209	246
during the third year of experience	251	290	329	369	226	274	321	369	237	271	305	338	195	243	290	338	232	254	276	297	164	207	252	297
thereafter	288	336	384	432	264	320	376	432	276	316	356	396	228	284	340	396	272	297	323	348	192	242	295	348
Cook—																								
during the first six months of experience	129	152	175	198	120	146	172	198	112	135	158	182	105	131	156	182	91	114	137	160	88	111	136	160
during the second six months of experience	148	173	199	225	137	166	195	225	129	154	180	207	119	148	178	207	104	130	156	181	100	126	154	181
during the third six months of experience	167	195	223	252	154	187	219	252	146	174	203	232	134	167	199	232	118	146	175	203	112	141	172	203
during the fourth six months of experience	186	216	247	279	170	207	242	279	162	193	225	256	148	184	220	256	131	162	193	225	124	157	191	225
thereafter	205	238	271	306	187	227	266	306	179	213	247	281	162	202	241	281	144	178	212	246	136	171	209	246
Cook's assistant	139	162	185	209	127	154	182	209	136	154	172	191	110	137	164	191	102	124	146	168	93	117	143	168
General assistant	120	140	160	180	110	133	156	180	105	125	145	165	95	118	141	165	85	105	125	145	80	101	123	145
Handyman	210	236	262	288	176	213	251	288	188	213	238	264	152	189	227	264	160	184	208	232	128	162	197	232
Head cook	234	273	312	351	215	260	306	351	232	262	292	322	185	231	276	322	181	215	249	283	156	197	240	283
Housekeeper	258	301	344	387	236	286	337	387	265	295	325	355	204	254	305	355	230	257	284	311	170	217	264	311
Head waiter	192	224	256	288	176	213	251	288	172	202	233	264	152	189	227	264	136	168	200	232	128	162	197	232
Night porter	156	182	208	234	143	173	204	234	146	169	192	215	124	154	185	215	109	135	161	188	104	131	160	188
Porter	156	182	208	234	143	173	204	234	146	169	192	215	124	154	185	215	109	135	161	188	104	131	160	188
Waiter—																								
during the first six months of experience	126	147	168	189	116	140	165	189	110	131	152	173	100	124	149	173	89	110	131	152	84	106	129	152
during the second six months of experience	136	158	181	204	125	151	178	204	118	141	164	187	108	134	161	187	96	118	141	164	91	114	139	164
during the third six months of experience	146	170	194	219	134	162	191	219	127	151	176	201	116	144	173	201	102	126	151	176	97	123	149	176
thereafter	156	182	208	234	143	173	204	234	136	162	188	215	124	154	185	215	109	135	161	188	104	131	160	188
Watchman	139	162	185	209	127	154	182	209	136	154	172	191	110	137	164	191	102	124	146	168	93	117	143	168

(i) During the first eight months after this determination becomes binding.
(ii) During the second eight months after this determination becomes binding.
(iii) During the third eight months after this determination becomes binding
(iv) Thereafter.

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

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

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

(i) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" die maandloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon vir daardie dag met hoogstens 50 persent verminder kan word.

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

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

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

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

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

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

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

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding 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 voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is en van 'n los werknemer sy dagloon bereken ingevolge subklousule (1) (c), gedeel deur nege.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur 26.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 6 (5), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks of weekliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde 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 klas;

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

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

(e) die getal ure wat die werknemer op 'n openbare vakansiedag in klousule 8 (1) bedoel of gedurende sy vrye tyd gewerk het;

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(b) *Part-time employees.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee with the same experience who performs the same class of work as the part-time employee is required to do.

(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 twenty-sixth of the monthly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that where the employer requires or permits a casual employee to—

(i) perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class;

(ii) work for a period of not more than four consecutive hours on any day, his wage for such day may be reduced by not more than 50 per cent.

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

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

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

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

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

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calcluated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;

(ii) unless expressly otherwise provided in a written contract between an empolyer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week and of a casual employee his daily wage calculated in terms of subclause (1) (c) divided by nine.

(b) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by by 26.

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

4. PAYMENT OF REMUERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (5), any amount due to an employee, other than a casual employee, shall be paid in cash monthly or weekly or, with the consent of the employee, by cheque during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the empolyer's name;

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

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

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

(e) the number of hours worked by the employee on a public holiday referred to in clause 8 (1), or during his free period;

(f) the employee's wage;

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

(h) the details of any deductions made;

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

(j) die tydperk waarvoor die betaling geskied;

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

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

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

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

(5) *Kos en inwoning.*—Behoudens die Swartes (Stadgebiede) Konsolidasiewet, 1945, en subklousule (6) (d), mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, versekerings-, mediese, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van 'n vakvereniging;

(b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

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

	Kos	*Inwoning*	*Kos en inwoning*
	Per maand	*Per maand*	*Per maand*
	R	R	R
(i) Klerk, assistent-huishouer en huishouer, uitgesonderd los werknemers.....	27,30	8,70	36,00
(ii) Alle ander werknemers, uitgesonderd los werknemers.....	18,20	6,50	24,70
(iii) Los werknemers.....	(20 sent per ete)		

By die toepassing van hierdie paragraaf beteken die uitdrukking "kos" die gereelde verskaffing deur 'n werkgewer van drie etes per dag en niks in hierdie vasstelling word so uitgelê dat dit 'n werkgewer belet om 'n werknemer op die voorwaarde dat die werkgewer hom van kos sal voorsien in diens te neem nie, en die werkgewer se reg om die bedrag af te trek wat vir kos voorgeskryf word, word nie geraak deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgewer aldus verskaf nie;

(e) wanneer 'n werknemer nie gereeld van drie etes per dag voorsien word nie, 'n bedrag van 30c in die geval van 'n klerk, 'n assistent-huishouer of 'n huishouer en 20c in die geval van enige ander werknemer vir elke ete deur die werkgewer aan hom verskaf;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgewer betaal het of onderneem het om te betaal aan—

(i) 'n bankinstelling, bouvereniging, versekeringsonderneming, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n betaling op 'n lening wat aan sodanige werknemer toegestaan is om 'n woonhuis aan te koop;

(ii) enige ander organisasie ten opsigte van 'n woonhuis of huisvesting in 'n tehuis wat sodanige werknemer bewoon, as sodanige woonhuis of tehuis deur bemiddeling van sodanige ander organisasie verskaf word uitsluitlik of gedeeltelik met fondse wat vir die doel voorgeskiet word deur die Staat, 'n bougenootskap of 'n plaaslike owerheid.

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

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

(a) In die geval van 'n los werknemer, nege op enige dag;

(b) in die geval van 'n deeltydse werknemer, vyf op enige dag;

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

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

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

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

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

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

(5) *Food and accommodation.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, and subject to subclause (6) (d) an employer shall not require his employee to accept food or accommodation or food and accommodation from him or from 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 any holiday, sick, insurance, medical, savings, provident or pension fund, or for subscriptions to a trade union;

(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 Blacks (Urban Areas) Consolidation Act, 1945, to accept food or accommodation or food and accommodation from his employer, a deduction not exceeding the amounts specified hereunder—

	Food	*Accommodation*	*Food and accommodation*
	Per month	*Per month*	*Per month*
	R	R	R
(i) Clerk, assistant housekeeper and housekeeper, other than casual employees.....	27,30	8,70	36,00
(ii) All other employees, other than casual employees....	18,20	6,50	24,70
(iii) Casual employees.....	(20 cents per meal).		

For the purposes of this paragraph the expression "food" means the regular provision by an employer of three meals per day and nothing in this determination shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with food, nor shall the employer's right to make the deduction prescribed for food be affected by an employee's refusal to avail himself of a meal which the employer so provides;

(e) whenever an employee is not regularly provided with three meals a day, a deduction of 30c in the case of a clerk, an assistant housekeeper or a housekeeper and 20c in the case of any other employee for each meal supplied to him by the employer;

(f) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—

(i) any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;

(ii) any other organisation in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such other organisation wholly or partially from funds advanced for that purpose by the State, a building society or a 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 casual employee, nine on any day;

(b) in the case of a part-time employee, five on any day;

(c) in die geval van 'n wag en 'n nagportier, 72 in enige week van Maandag tot en met Sondag;

(d) in die geval van enige ander werknemer, 58 in enige week van Maandag tot en met Sondag.

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

(3) *Etenspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat dan op diens is, 'n etenspouse van minstens 30 minute toestaan binne een uur na elke gereelde etenstyd vir die gaste in die bedryfsinrigting en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende sodanige pouse enige werk verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as 30 minute onderbreek word, geag word aaneenlopend te wees;

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

(4) *Vrye tyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week minstens 24 opeenvolgende ure vrye tyd verleen.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer as die volgende oortyd werk nie:

(a) In die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van 'n wag en 'n nagportier, 12 uur in 'n week;

(c) in die geval van enige ander werknemer, 10 uur in 'n week.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens een en 'n derde maal sy gewone uurloon ten opsigte van die totale tydperk aldus deur 'n los of deeltydse werknemer op 'n dag gewerk of deur enige ander werknemer in 'n week gewerk.

(7) *Voorbehoudsbepaling.*—Subklousules (3), (4) en (5) is nie op 'n werknemer onderwyl hy noodwerk verrig, van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousules (2), (3) en (4), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, soos volg verlof verleen wat die werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by sy werkgewer moet neem:

(a) In die geval van 'n nagportier of 'n wag, 21 opeenvolgende dae verlof;

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

en moet hy sodanige werknemer ten opsigte van sodanige verlof soos volg betaal:

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

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

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

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

(ii) die verloftydperk nie mag saamval met die volgende nie:

(aa) Siekteverlof ingevolge klousule 7 of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande beloop;

(ab) 'n tydperk waartydens die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien; of

(ac) 'n tydperk waartydens die werknemer militêre opleiding ondergaan of militêre diens doen ingevolge die Verdedigingswet, 1957;

(iii) as Nuwerjaarsdag, Goeie Vrydag, Republiekdag, Hemelvaartsdag, Geloftedag of Kersdag 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.

(c) in the case of a watchman and a night porter, 72 in any week from Monday to Sunday inclusive;

(d) in the case of any other employee 58 in any week from Monday to Sunday, inclusive.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than 14 hours on any day.

(3) *Meal intervals.*—An employer shall grant to each of his employees then on duty a meal interval of not less than 30 minutes within one hour of each normal meal time for guests in the establishment and during such interval the employees shall not be required or permitted to do any work and such interval shall not be part of the ordinary hours of work or overtime; Provided that—

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

(ii) the period of work between any two such meal intervals shall not be longer than six consecutive hours.

(4) *Free periods.*—An employer shall grant to each of his employees, other than casual employees, a free period of at least 24 consecutive hours in every week.

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

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

(b) in the case of a watchman and a night porter, 12 hours in any week;

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

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary hourly wage in respect of the total period so worked by a casual or part-time employee on any day, or by any other employee in any week.

(7) *Savings.*—Subclauses (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

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

(a) in the case of a night porter or 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 the employee was receiving immediately prior to the date on which the leave commenced;

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

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

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

(ii) the period of leave shall not be concurrent with—

(aa) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate in any one period of 12 months to not more than 10 weeks;

(ab) any period during which the employee is under notice of termination of employment in terms of clause 12; or

(ac) any period during which the employee is undergoing military training or doing military service under the Defence Act, 1957;

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

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

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

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

(ii) die werkgewer die ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3) en wie se dienskontrak eindig voordat sodanige verlof verleen en geneem 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 toegestaan en geneem was.

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

(a) Enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 12 'n werknemer of 'n werkgewer, na gelang van die geval, 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 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydperk as diens te eis nie;

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

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

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

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

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

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

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

(iii) the date of the receipt of the request is endorsed on the request over his signatue by the empoyer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of 12 months of employment to which the leave relates, whichever is the later.

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

(6) An employee whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

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

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

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

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

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

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

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

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

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

(a) any period in respect of which an employer or an employee, in terms of clause 12, pays an employee or an employer, as the case may be, 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 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

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

amounting in the aggregate in any period of 12 months to not more than 10 weeks; and

(c) any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment of any one period of 12 months employment more than four months of such period of training or service;

en word diens geag te begin—

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

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

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van dié twee datums.

7. SIEKTEVERLOF

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

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

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

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

(a) vir langer as drie agtereenvolgende werkdae; of

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

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

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag die volgende te omvat:

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige tydperk van 12 maande, 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 in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydperk as diens te eis nie, en word enige tydperk

and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE

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

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

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

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

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

amounting in the aggregate, in any period of 12 months, to not more than 10 weeks; and

(ii) any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months employment more than four months of such period of training or service,

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

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

(5) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgewer bydraes lewer, wat minstens gelyk is aan dié wat die werknemer lewer, tot 'n fonds of organisasie deur die werknemer aangewys, welke fonds of organisasie aan die werknemer in die geval van sy ongeskiktheid in die omstandighede uiteengesit in hierdie klousule, die betaling aan hom waarborg van minstens altesaam die ekwivalent van sy loon vir 24 werkdae in elke tydkring van 24 maande diens, behalwe dat die gewaarborgde koers verminder kan word gedurende die eerste 24 maande van die betaling van bydraes deur die werknemer, maar tot minstens die oplopingskoers uiteengesit in die eerste voorbehoudsbepaling van subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van die werknemer waarvoor van die werkgewer ingevolge enige ander wet vereis word om aan die werknemer sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN VRY PERIODES

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

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

(a) vir die maand of die week, na gelang van die geval, waarin sodanige dag val, minstens sy maandloon of weekloon betaal, plus sy dagloon vir elke sodanige dag wat hy gewerk het; of

(b) ten opsigte van elke sodanige dag wat hy gewerk het, een ekstra dag jaarlikse verlof verleen en hom vir elke sodanige ekstra dag minstens sy dagloon betaal.

(3) Wanneer 'n werknemer gedurende sy vry periode werk, moet sy werkgewer die werknemer—

(a) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(b) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy gedurende sodanige vry periode werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is.

9. GETALSVERHOUDING

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

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

(3) By die toepassing van hierdie klousule—

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

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

(c) word deeltydse werknemers nie geag werknemers te wees nie.

10. VERBOD OP INDIENSNEMING

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

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

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

(5) *Savings.*—This clause shall not apply—

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 24 work days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to subclause (1);

(b) in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wage.

8. PUBLIC HOLIDAYS AND FREE PERIODS

(1) Subject to clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Republic Day, Ascension Day, Day of the Vow or Christmas Day, his employer shall pay him for the month or the week, as the case may be, in which such day falls not less than his monthly wage or weekly wage.

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

(a) pay him for the month or the week, as the case may be, in which such day falls not less than his monthly or weekly wage, plus his daily wage in respect of each such day worked; or

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

(3) Whenever an employee, other than a casual employee, works during his free period, his employer shall pay him—

(a) if he works for a period not exceeding four hours, not less than his daily wage;

(b) if he works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such free period, or not less than double his daily wage, whichever is the greater.

9. PROPORTION OR RATIO

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

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

(3) For the purpose of this clause—

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

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

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgewer.

12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie.

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

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

(i) die kennisgewingstermyn nie mag saamval met en die kennisgewing nie mag geskied gedurende 'n werknemer se afwesigheid—

(aa) met verlof ingevolge klousule 6 nie;

(ab) met militêre opleiding of diens ingevolge die Verdedigingswet, 1957, nie;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of vanweë ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit,

wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande ten opsigte van afwesigheid in paragrawe (i) (aa) of (ii) bedoel, beloop.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien, of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond daarvan dat hy gedros het, beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgewer en die werknemer, die klas werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die maand- of weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

(aa) on leave in terms of clause 6;

(ab) on military training or service in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

amounting in the aggregate in respect of absences referred to in paragraphs (i) (aa) and (ii), to not more than 10 weeks in any period of 12 months.

(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: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (6), that the employee paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

DIENSSERTIFIKAAT

Ek/Ons(a).....

wat die Privaathotel- en Losieshuisbedryf beoefen te.....

.....

verklaar hierby dat.....

in my/ons(a) diens was van die.....

dag van.....19..... tot die.....

.....dag van.....19.....

as (b).....

By diensbeëindiging was sy/haar(a) loon.....

.....rand.....sent per maand/week(a)

.....

(Handtekening van werkgewer of gemagtigde verteenwoordiger)

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

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

CERTIFICATE OF SERVICE

I/We(a) .....

carrying on trade in the Private Hotel and Boarding-house Trade at.....

hereby certify that.....

was employed by me/us(a) from the.....

day of.....19..... to the.....

day of.....19..... as (b).....

.....

At the termination of employment his/her(a) wage was.....

rand.....cents per month/week(a).

.....

(Signature of employer or authorised representative)

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

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

14. BYWONINGSREGISTER

(1) Elke werkgewer moet in sy bedryfsinrigting 'n bywoningsregister verskaf wat wesenlik in die volgende vorm is en waarin hy met ink of met 'n inkpotlood die naam en klas van elkeen van sy werknemers moet aanteken, en indien sodanige werknemer nie kan lees en skryf nie, moet sy werkgewer namens hom die nodige inskrywings, wat vereis word ingevolge subklousule 2 (a) tot en met (f), maak en onderteken:

14. ATTENDANCE REGISTER

(1) Every employer shall, provide in his establishment an attendance register substantially in the following form, wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to read and write, his employer shall on his behalf make the entries required in terms of subclause 2 (a) to (f) and sign it.

BYWONINGSREGISTER

.....
(Naam van werknemer)

.....
(Klas werknemer)

Datum en dag van week		Inskrywings moet deur werknemer gedoen word											Opmerkings (indien enige)		
Jaar..... Maand.....		Tyd waarop met werk begin is	Ruspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer indien werknemer afwesig is. Redes vir sy afwesigheid (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1															
2															
3															
4															
5															
6															
7															
8															
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27															
28															
29															
30															
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.

ATTENDANCE REGISTER

.....
(Name of employee)

.....
(Class of employee)

Date and day of week		Entries to be made by employee											Remarks (if any)		
Year..... Month.....		Time of commencing work	Intervals off work				Time of finishing work	Overtime worked		Total numbers of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On		On	Off	Each day	Each week				
1															
2															
3															
4															
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Note.—Under headings "Off" and "On" in column referring to "intervals" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en op dié dag met ink of met 'n inkpotlood in sodanige bywoningsregister in klousule (1) bedoel, die volgende aanteken:

(a) Die dag van die week;

(b) die tydstip waarop hy begin werk het;

(c) die aanvangstyd en afsluittyd van elke etens- of ander pouse, wat nie as gewone werkure gereken kan word nie;

(d) die tydstip waarop hy vir die dag ophou werk het;

(e) die aanvangs- en afsluittyd van oortydwerk wat hy op dié dag verrig het;

(f) die totale getal ure wat hy op dié dag gewerk het; en

(g) sy handtekening.

(3) Waar 'n werkgewer 'n half-outomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf waarop aangedui word wat die naam van die werknemer is en die datum waarop die week ten opsigte waarvan dit gebruik moet word, eindig en die werknemer moet deur middel van sodanige registreerder inskrywings ten opsigte van items (b), (c) en (d) van subklousule (2) maak.

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

(*Kennisgewing.*—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 363, gepubliseer by Goewermentskennisgewing R. 1140 van 13 Junie 1975, soos gewysig by Goewermentskennisgewing R. 1532 van 28 Julie 1978.)

(2) Unless prevented from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day record in ink or indelible pencil in such attendance register referred to subclause (1):

(a) The day of the week;

(b) the time he commenced work;

(c) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;

(d) the time of finishing work for the day;

(e) the time of commencement and termination of overtime worked for the day;

(f) the total number of hours worked for the day; and

(g) his signature.

(3) When an employer has provided a semi-automatic time recorder, he shall provide each of his employees with a card indicating the name of the employee and the date of the termination of the week in respect of which it is to be used and the employee shall make entries by means of such recorder in respect of items (b), (c) and (d) of subclause (2).

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

(*Note.*—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 363, published under Government Notice R. 1140 of 13 June 1975, as amended by Government Notice R. 1532 of 28 July 1978.)

No. R. 892 7 Mei 1982

LOONWET, 1957

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

Die Minister van Mannekrag is van voornemens om, kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 362, gepubliseer by Goewermentskennisgewing R. 1139 van 13 Junie 1975, soos gewysig by Goewermentskennisgewing R. 1217 van 16 Junie 1978, in te trek. Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die datum van publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

No. R. 892 7 May 1982

WAGE ACT, 1957

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

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 362, published under Government Notice R. 1139 of 13 June 1975, as amended by Government Notice R. 1217 of 16 June 1978. Any person who desires to comment on the proposed cancellation must submit such comments within 30 days from the date of publication hereof to the Director-General: Manpower, Private Bag X117, Pretoria, 0001.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

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Vol. 3 Deel 1 uit druk
2 1937 75c
3 1938 75c
4 1939 75c

Vol. 4 Deel 1 1941 75c
2 1942 75c
3 1948 75c
4 1948 75c

Vol. 5 1950 R3

Vol. 6 Deel 1 1951 R1,50
2 1954 R2,50
3 1956 R2
4 1957 R2

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2 1960 R3
3 1961 R3
4 1962 R3

Vol. 8 Deel 1 1962 R3
2 1964 R3
3 1965 R3
4 1965 R3

Supplement

Vol. 9 Deel 1 1966 R3
2 1967 R3
3 en 4
1969 R6

Vol. 10 Deel 1 1969 R3
2 1971 R3
3 1971 R3
4 1972 R3

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1973 R6
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4 1975 R3

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CONTENTS

No.		Page No.	Gazette No.
Manpower, Department of			
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R. 891	Wage Act (5/1957): Wage Determination 422: Private Hotel and Boarding-house Trade, Certain Areas	1	8197
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Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001