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13 DESEMBER

[No. 669.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1952.] [13 December 1963.
WAGE ACT, No. 9 OF 1957.

WAGE DETERMINATION No. 246.

CATERING TRADE, CERTAIN AREAS.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Catering Trade and has fixed the 6th day of January, 1964, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the catering trade and to the employers of such employees in the following areas:—

Cape Province.—The municipal areas of Bellville, Cape Town (including the Foreshore as defined in Government Notice No. 152 of the 5th February, 1960), East London, Fish Hoek, Goodwood, Kimberley, Parow, Pinelands, Port Elizabeth, Simonstown and Walmer.

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

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

2. DEFINITIONS.

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

- (i) "barman" means an employee who is engaged in supplying liquor to a waiter or wine steward for customers; (xxiii)
- (ii) "barman, qualified," means a barman who has had not less than four years' experience; (xxiv)
- (iii) "barman, unqualified," means a barman who has had less than four years' experience; (xxv)
- (iv) "cashier" means an employee who is engaged inside an establishment in receiving cash from customers and who may show customers to their seats; (xi)
- (v) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xxvii)
- (vi) "catering trade" means the trade in which employers and employees are associated for the purpose of providing meals or refreshments, whether liquid or otherwise, or both meals and such refreshments in or from any establishment, whether permanent, temporary,

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1952.] [13 Desember 1963.
LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 246.

VERVERSINGSBEDRYF, SEKERE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Verversingsbedryf gemaak het en die 6de dag van Januarie 1964, bepaal het as die datum waarop die bepafings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

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

Kaaprovinsie.—Die munisipale gebiede van Bellville, Kaapstad (met inbegrip van die Strandgebied soos omskryf in Goewermenskennisgewing No. 152 van 5 Februarie 1960), Oos-Londen, Vishoek, Goodwood, Kimberley, Parow, Pinelands, Port Elizabeth, Simonstad en Walmer.

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

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

2. WOORDOMSKRYWINGS.

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

- (i) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
 - (1) Water kook;
 - (2) gerei, meubels, persele, voertuie, groente, vis, pluimvee of ander artikels skoonmaak;
 - (3) goedere, eetware of ander artikels dra, verskuif of opstapel, maar uitgesonderd etes of verversings na klante dra;
 - (4) pluimvee pluk of groente of vrugte met die hand of ’n handgedrewe masjien afskil of opsnij;
 - (5) vure maak of aan die brand hou of vuilgoed of as verwyder; (xxviii)
- (ii) „bedryfsinrigting” iedere perseel waarop of in verband waarmee een of meer werknemers in die verversingsbedryf in diens is; (xxii)

indoors or in the open air and includes such activities carried on in one or more of the following classes of premises, namely, premises—

- (a) which are used as public restaurants, cafés or tea-rooms;
 - (b) from which meals or non-alcoholic drinks or both meals and such drinks are supplied;
 - (c) in which aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;
 - (d) in which or from which the above-mentioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;
- and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1928, held by such employers, but it does not include hotels, establishments trading exclusively under a wine and malt liquor licence, boarding-houses or any establishment in respect of which a Native eating-house licence is required or any establishment which caters solely for the supply of meals or refreshments to non-Whites; and includes all activities incidental to or consequent on any of the aforesaid activities; (xlviii)
- (vii) "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (xv)
 - (viii) "clerk, qualified," means a clerk who has had not less than four years' experience; (xvi)
 - (ix) "clerk, unqualified," means a clerk who has had less than four years' experience; (xvii)
 - (x) "cook" means an employee, other than a grill-hand, kitchen-hand, pantry-hand or waiter, engaged in the preparation or cooking of food; (xviii)
 - (xi) "cook, first," means a cook who is in charge of the kitchen of an establishment in which one or more qualified cooks are employed; (xix)
 - (xii) "cook, qualified," means a cook who has had not less than eighteen months' experience; (xx)
 - (xiii) "cook, unqualified," means a cook who has had less than eighteen months' experience; (xxi)
 - (xiv) "counterhand" means an employee who is engaged at a counter in selling meals or refreshments other than liquor, and who may receive cash therefor, and for the purpose of this definition the expression "counter" includes a soda fountain and a milk bar; (xlv)
 - (xv) "counterhand, qualified," means a counterhand who has had not less than twelve months' experience; (xlv)
 - (xvi) "counterhand, unqualified," means a counterhand who has had less than twelve months' experience; (xlvii)
 - (xvii) "day" means the period of twenty-four hours calculated from the time the employee commences work; (vi)
 - (xviii) "delivery employee, grade A," means an employee who is engaged in delivering or conveying messages, letters or goods by means of a two or three-wheeled motor vehicle with an engine capacity not exceeding 100 c.c.; (iii)
 - (xix) "delivery employee, grade B," means an employee who is engaged in delivering or conveying messages, letters or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle; (iv)
 - (xx) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (v)
 - (xxi) "emergency work" means any work which owing to unforeseen circumstances, such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay; (xxix)
 - (xxii) "establishment" means any premises in or in connection with which one or more employees are employed in the catering trade; (ii)
 - (xxiii) "experience" means in relation to—
 - (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
 - (b) a counterhand, the total period or periods of employment which an employee has had as a counterhand in the food distributive trade or in the catering trade;
 - (c) a cook or waiter, the total period or periods of employment which an employee has had as a cook or a waiter, respectively, in an hotel or a boarding-house or in the catering trade;

- (iii) „besteller graad A” ’n werknemer wat boodskappe, briewe of goedere met behulp van ’n twee- of driewielige motorvoertuig met ’n masjiënvermoë van hoogstens 100 c.c. aflewer of oorbring; (xviii)
- (iv) „besteller graad B” ’n werknemer wat boodskappe, briewe of goedere te voet of met behulp van ’n fiets, driewieler of ’n ander met die hand of voet aangedrewe voertuig aflewer of oorbring; (xix)
- (v) „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xx)
- (vi) „dag” die tydperk van vier-en-twintig uur bereken vanaf die tyd waarop die werknemer begin werk; (xvii)
- (vii) „deeltydse bestuurder van ’n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in enige week ’n motor altesaam hoogstens drie uur op so ’n dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in beheer oor die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxiii)
- (viii) „deeltydse teaterwerknemer” ’n werknemer wat by die week of maand onderskeidelik as toonbankbediende, kelner of teaterverkoper hoogstens een-en-dertig gewone werkure per week in ’n teater tydens die duur van ’n opvoering in diens is; (xlii)
- (ix) „deeltydse werknemer” ’n werknemer, uitgesonderd ’n deeltydse bestuurder van ’n motorvoertuig en ’n deeltydse teaterwerknemer, wat by die week of maand hoogstens vier-en-twintig gewone werkure per week in diens is; (xxxiv)
- (x) „die gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielige motorvoertuig met ’n masjiënvermoë van meer as 100 c.c. die eie gewig as hoogstens 1.000 pond geag word; (xlv)
- (xi) „kassier” ’n werknemer wat binne ’n bedryfsinrigting kontant van klante ontvang en wat klante hulle sitplek mag aanwys; (iv)
- (xii) „kelner” ’n werknemer, uitgesonderd ’n wynkelner of ’n teaterverkoper, wat klante met etes of verversings bedien en wat vir ’n bestelling deur hom gewerf, geneem of uitgevoer die betaling mag ontvang, eettgerei of breekgoed mag kontroleer of tafels mag dek of afdek; (xlvii)
- (xiii) „kelner, gekwalifiseerd,” ’n kelner met minstens twaalf maande ondervinding; (xlviii)
- (xiv) „kelner, ongekwalifiseerd,” ’n kelner met minder as twaalf maande ondervinding; (xlix)
- (xv) „klerk” ’n werknemer wat skryf-, tik- of liasseerwerk verrig, ’n reken- of ponskaartmasjiën bedien of enige ander soort klerklike werk doen, en omvat dit ook ’n kassier en ’n skakelbordtelefonis maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk ’n deel van so ’n werknemer se werk; (vii)
- (xvi) „klerk, gekwalifiseerd,” ’n klerk met minstens vier jaar ondervinding; (viii)
- (xvii) „klerk, ongekwalifiseerd,” ’n klerk met minder as vier jaar ondervinding; (ix)
- (xviii) „kok” ’n werknemer, uitgesonderd ’n roosterbediende, kombuisbediende, spensbediende of kelner, wat voedsel toeberei of kook; (x)
- (xix) „kok, eerste,” ’n kok wat in beheer is oor die kombuis van ’n bedryfsinrigting waarin een of meer gekwalifiseerde koks in diens is; (xi)
- (xx) „kok, gekwalifiseerd,” ’n kok met minstens agtien maande ondervinding; (xii)
- (xxi) „kok, ongekwalifiseerd,” ’n kok met minder as agtien maande ondervinding; (xiii)
- (xxii) „kombuisbediende” ’n werknemer wat onder die algemene toesig van ’n kok omsien na groente aan die kook, vleis of pluimvee bedruip, melk kook, brood rooster, tee of koffie of dergelike drank maak, ’n krag-aangedrewe skottelgoed- of afwa masjiën of aartappel-skinner bedien, of botter- of konfijtpotjie of standertjies vul; (xxvii)
- (xxiii) „kroegman” ’n werknemer wat aan ’n kelner of wynkelner sterk drank vir klante verskaf; (i)
- (xxiv) „kroegman, gekwalifiseerd,” ’n kroegman met minstens vier jaar ondervinding; (ii)
- (xxv) „kroegman, ongekwalifiseerd,” ’n kroegman met minder as vier jaar ondervinding; (iii)
- (xxvi) „loon” die geldbedrag 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 werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xlv)

- (d) a barman or wine steward, the total period or periods of employment which an employee has had as a barman or wine steward, respectively, in any branch of the liquor trade or in the catering trade;
- (e) a grill-hand or staff cook, the total period or periods of employment which an employee has had as a grill-hand or staff cook, respectively, in the catering trade; (xxx)
- (xxiv) "grill-hand" means an employee who is engaged in making grills, frying fish and chipped potatoes, cooking eggs, making hamburgers or hot dogs or making or cooking any other similar foodstuff in the preparation of which an open grill is used or in making toasted or other sandwiches; (xxv)
- (xxv) "grill-hand, qualified," means a grill-hand who has had not less than six months' experience; (xxxvi)
- (xxvi) "grill-hand, unqualified," means a grill-hand who has had less than six months' experience; (xxxvii)
- (xxvii) "kitchen-hand" means an employee who, under the general supervision of a cook, is engaged in attending to vegetables in the process of cooking, basting meat or poultry, boiling milk, making toast, making tea or coffee or similar beverages, operating a power-driven dish-washing, garbage disposal or potato-peeling machine, or in filling butter or jam dishes or cruets; (xxii)
- (xxviii) "labourer" means an employee who is engaged in any one or more of the following activities—
- (1) boiling water;
 - (2) cleaning utensils, furniture, premises, vehicles, vegetables, fish, poultry or other articles;
 - (3) carrying, moving or stacking goods, foodstuffs or other articles, but excluding the carrying of meals or refreshments to customers;
 - (4) plucking poultry or peeling or paring vegetables or fruit by hand or hand-operated machine;
 - (5) making or maintaining fires or removing refuse or ashes; (i)
- (xxix) "motor-vehicle" means any power-driven vehicle with an engine capacity exceeding 100 c.c. used for conveying goods and includes a mechanical horse and a tractor; (xxvii)
- (xxx) "pantry-hand" means an employee who is engaged in preparing cold dishes, dishing out meals or keeping control of crockery, cutlery, glassware, napery or pantry requirements, or in operating a power-driven machine, other than a potato-peeling machine, used in the preparation of meat, vegetables or other foodstuffs; (xxxix)
- (xxxi) "pantry-hand, qualified," means a pantry-hand who has had not less than twelve months' experience; (xl)
- (xxxii) "pantry-hand, unqualified," means a pantry-hand who has had less than twelve months' experience; (xli)
- (xxxiii) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (vii)
- (xxxiv) "part-time employee" means an employee, other than a part-time driver of a motor vehicle or a theatre part-time employee, employed by the week or month for not more than twenty-four ordinary hours of work in any week; (ix)
- (xxxv) "senior managerial, professional or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative or professional character in the conduct of the activities of the establishment; (xxxviii)
- (xxxvi) "special function" means an entertainment such as a dinner, dance or reception for the purpose of marking a social event or celebrating an occasion; (xlii)
- (xxxvii) "special function employee" means an employee employed by the hour to work at a special function; (i)
- (xxxviii) "spreadover" means the period in any day from the time an employee commences work until he ceases work for that day; (xliii)
- (xxxix) "staff cook" means an employee who is engaged in the preparation or cooking of food exclusively for the employees of an establishment; (xxxii)
- (xl) "staff cook, qualified," means a staff cook who has had not less than six months' experience; (xxxi)
 - (xli) "staff cook, unqualified," means a staff cook who has had less than six months' experience; (xxxiv)
 - (xlii) "supervisor" means an employee who is engaged in supervising the service in an establishment and in showing customers to seats; (xxxi)
- (xxvii) „los werknemer" 'n werknemer wat by dieselfde werk-gewer hoogstens drie dae in enige week in diens is; (v)
- (xxviii) „motorvoertuig" 'n kragaangedrewe voertuig met 'n masjienvermoë van meer as 100 c.c., wat vir die vervoer van goedere gebruik word en omvat dit ook 'n voor-haker en 'n trekker; (xxix)
- (xxix) „noodwerk" alle werk wat weens onvoorsiene omstan-dighede soos brand, storm, ongeluk, epidemie, geweld-daad of diefstal sonder versuim gedoen moet word; (xxi)
- (xxx) „ondervinding" met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werk-nemer as klerk in enige bedryfstak of in diens van die Staat gewerk het;
 - (b) 'n toonbankbediende, die totale tydperk of tydperke wat 'n werknemer as toonbankbediende in die voedseldistribusiebedryf of in die verversingsbedryf gewerk het;
 - (c) 'n kok of 'n kelner, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as kok of kelner in 'n hotel of 'n losieshuis of in die verversings-bedryf gewerk het;
 - (d) 'n kroegman of 'n wynkelner, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as kroeg-man of wynkelner in enige vertakking van die drankbedryf of in die verversingsbedryf gewerk het;
 - (e) 'n roosterbediende of personeelkok, die totale tyd-perk of tydperke wat 'n werknemer onderskeidelik as roosterbediende of personeelkok in die verversingsbedryf gewerk het; (xxiii)
- (xxxi) „opsigter" 'n werknemer wat oor die bediening in 'n bedryfsinrigting toesig het en klante sitplek aanwys; (xlii)
- (xxxii) „personeelkok" 'n werknemer wat kos uitsluitend vir die werknemers van 'n bedryfsinrigting berei of kook; (xxxix)
- (xxxiii) „personeelkok, gekwalifiseerd," 'n personeelkok met minstens ses maande ondervinding; (xl)
- (xxxiv) „personeelkok, ongekwalifiseerd," 'n personeelkok met minder as ses maande ondervinding; (xli)
- (xxxv) „roosterbediende" 'n werknemer wat geroosterde etes maak, vis en aartappelskyfies braai, eiers gaarmaak, frikkadel- of worsbroodjies maak of enige ander soort-gelyke voedsel maak of gaarmaak by die voorbereiding, waarvan 'n oop rooster gebruik word, of wat geroosterde of ander toebröodjies maak; (xxiv)
- (xxxvi) „roosterbediende, gekwalifiseerd," 'n roosterbediende met minstens ses maande ondervinding; (xxv)
- (xxxvii) „roosterbediende, ongekwalifiseerd," 'n roosterbediende met minder as ses maande ondervinding; (xxvi)
- (xxxviii) „senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur sy werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaam-hede besluite van professionele of administratiewe aard te neem; (xxxv)
- (xxxix) „spensbediende" 'n werknemer wat koue geregte berei, etes opdien of kontrole hou oor breekgoed, eetgerei, glasware, tafellinne of spensbenodigdhede, of 'n kragaan-gedrewe masjien, uitgesonderd 'n kragaangedrewe aar-tappelskiller, bedien wat by die bereiding van vleis, groente of ander voedsel gebruik word; (xxx)
- (xl) „spensbediende, gekwalifiseerd," 'n spensbediende met minstens twaalf maande ondervinding; (xxxii)
 - (xli) „spensbediende, ongekwalifiseerd," 'n spensbediende met minder as twaalf maande ondervinding; (xxxiii)
 - (xlii) „spesiale funksie" 'n onthaal soos 'n dinee, 'n dans-party of 'n resepsie om 'n sosiale gebeurte te kenmerk of 'n geleentheid te vier; (xxxvi)
 - (xliii) „spreiding", die tydperk op enige dag vanaf die tyd waarop 'n werknemer begin werk tot wanneer hy op daardie dag ophou werk; (xxxviii)
 - (xliv) „teaterverkoper" 'n werknemer wat in 'n teater tydens die duur van 'n opvoering van 'n skinkbord of 'n waentjie af verversings verkoop; (xli)
 - (xlv) „toonbankbediende" 'n werknemer wat aan 'n toonbank etes of verversings, uitgesonderd sterk drank, verkoop en wat die kontant daarvoor in ontvangs mag neem, en vir die doel van hierdie woordskrywing omvat die woord „toonbank" ook 'n bruisbron en 'n melksalon; (xiv)
 - (xlvi) „toonbankbediende, gekwalifiseerd," 'n toonbank-bediende met minstens twaalf maande ondervinding; (xv)
 - (xlvii) „toonbankbediende, ongekwalifiseerd," 'n toonbank-bediende met minder as twaalf maande ondervinding; (xvi)

- (xliii) "theatre part-time employee" means an employee employed by the week or month as a counterhand, waiter or theatre vendor, respectively, for not more than thirty-one ordinary hours of work in any week at a theatre during the period of a performance; (viii)
- (xliv) "theatre vendor" means an employee, who sells refreshments from trays or trollies at a theatre during the period of a performance; (xlii)
- (xlv) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor vehicle with an engine capacity exceeding 100.c.c. the unladen weight shall be deemed not to exceed 1,000 lb.; (x)
- (xlii) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; (xxvi)
- (xlvii) "waiter" means an employee, other than a wine steward or a theatre vendor, who is engaged in serving meals or refreshments to customers and who may receive payment for any order canvassed, taken or executed by him, check cutlery or crockery or set or clear tables; (xii)
- (xlviii) "waiter, qualified," means a waiter who has had not less than twelve months' experience; (xiii)
- (xlix) "waiter, unqualified," means a waiter who has had less than twelve months' experience; (xiv)
- (i) "watchman" means an employee, who is engaged in guarding premises or other property or goods (xlix)
- (ii) "wine steward" means an employee who serves liquor to customers and who may receive payment for any order taken or executed by him; (li)
- (iii) "wine steward, qualified," means a wine steward who has had not less than twelve months' experience. (lii)
- (liii) "wine steward, unqualified," means a wine steward who has had less than twelve months' experience. (liii)
- (2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION.

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

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

	In all Areas. Per Week. R c
Barman, qualified	20 00
Barman, unqualified:—	
During the first year of experience	8 00
During the second year of experience	11 00
During the third year of experience	14 00
During the fourth year of experience	17 00
Cook, first	14 00
Cook, qualified	10 00
Cook, unqualified:—	
During the first six months of experience	6 00
During the second six months of experience	7 50
During the third six months of experience	9 00
Supervisor	15 00
Theatre part-time employee:—	
Counterhand	6 00
Waiter	6 00
Theatre vendor	5 00
Clerk, qualified	14 00
Clerk, unqualified:—	
During the first year of experience	7 50
During the second year of experience	9 25
During the third year of experience	10 75
During the fourth year of experience	12 25
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb.	9 00
(ii) exceeds 1,000 lb. but not 6,000 lb.	12 90
(iii) exceeds 6,000 lb.	15 70;

(xlviii) „verversingsbedryf” die bedryf waarin werknemers en werkgewers met mekaar geassosieer is met die doel om etes of verversings, hetsy in die vorm van vloestowwe of in ander vorms of beide etes en sodanige verversings te verskaf in of vanuit enige inrigting, hetsy permanent, tydelik, binnens- of buitenshuis, en sluit sodanige bedrywighede in wat in een of meer van ondergenoemde klasse persele uitgeoefen word, naamlik persele—

- (a) wat as openbare restaurants, kafees of teekamers gebruik word;
- (b) vanwaar etes of nie-alkoholiese drankie of beide etes en sodanige drankie verskaf word;
- (c) waarin spuit- of mineraalwaterdranke in drinkglase of ander houers vir gebruik op die perseel verskaf word;
- (d) waarin of vanwaar bogenoemde bedrywighede uitgeoefen word in, of in verband met, enige teater, bioskoop, bioskoopteekamer of enige ander onthaal of funksie;

en sluit ook in die verskaffing van sterk drank in al sulke inrigtings of op al sulke persele ooreenkomstig 'n dranklisensie wat ingevolge die Drankwet, 1928, deur sulke werkgewers gehou word, maar dit sluit nie hotelle, inrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf, losieshuise of enige inrigting waarvoor 'n Naturelle-eethuislisensie vereis word of enige inrigting wat uitsluitlik etes of verversings aan nie-Blankes verskaf, in nie;

en omvat alle werksaamhede wat met enigen van voornoemde bedrywighede in verband staan of daaruit voortspuit; (vi)

(xlix) „wag” 'n werknemer wat die perseel of ander eiendom of goedere bewaak; (i)

- (i) „werknemer by 'n spesiale funksie” 'n werknemer wat by die uur in diens geneem word om by 'n spesiale funksie te werk; (xxxvii)
- (ii) „wynkelner” 'n werknemer wat klante met sterk drank bedien en wat betaling mag ontvang vir 'n bestelling wat hy geneem of uitgevoer het; (li)
- (lii) „wynkelner, gekwalifiseerd,” 'n wynkelner met minstens twaalf maande ondervinding; (lii)
- (liii) „wynkelner, ongekwalifiseerd,” 'n wynkelner met minder as twaalf maande ondervinding. (liii)

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

3. BESOLDIGING.

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

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

	In alle gebiede. Per week. R c
Kroegman, gekwalifiseerd	20 00
Kroegman, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding	8 00
Gedurende die tweede jaar ondervinding	11 00
Gedurende die derde jaar ondervinding	14 00
Gedurende die vierde jaar ondervinding	17 00
Kok, eerste	14 00
Kok, gekwalifiseerd	10 00
Kok, ongekwalifiseerd:—	
Gedurende die eerste ses maande ondervinding	6 00
Gedurende die tweede ses maande ondervinding	7 50
Gedurende die derde ses maande ondervinding	9 00
Opsigter	15 00
Deeltydse teaterwerknemer:—	
Toonbankbediende	6 00
Kelner	6 00
Teaterverkoper	5 00
Klerk, gekwalifiseerd	14 00
Klerk, ongekwalifiseerd:—	
Gedurende die eerste jaar ondervinding	7 50
Gedurende die tweede jaar ondervinding	9 25
Gedurende die derde jaar ondervinding	10 75
Gedurende die vierde jaar ondervinding	12 25
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—	
(i) hoogstens 1,000 lb. is	9 00
(ii) oor 1,000 lb. maar hoogstens 6,000 lb. is	12 90
(iii) oor 6,000 lb. is	15 70

(ii)

	In the municipal areas of Bellville, Cape Town (including the Foreshore as defined in Government Notice No. 152 of the 5th February, 1960), Fish Hoek, Goodwood, Parow, Pinelands and Simonstown.	In the municipal areas of Durban, Port Elizabeth, Walmer, Pinetown, Queensburgh and Westville.	In the municipal areas of Bloemfontein, East London, Kimberley and Welkom.	In the municipal area of Pietermaritzburg.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R
Grill-hand and staff cook— Qualified.....	8.00	7.35	6.85	6.35
Grill-hand and staff cook— Unqualified.....	6.90	6.25	5.75	5.25
Pantry-hand, waiter, wine steward and counterhand:— Qualified.....	9.00	8.35	7.85	7.35
Pantry-hand, waiter, wine steward and counterhand:— Unqualified— During the first six months of experience.....	6.90	6.25	5.75	5.25
During the second six months of experience.....	7.95	7.30	6.80	6.30
Kitchen-hand and watchman.....	7.40	6.75	6.25	5.75
Delivery employee, grade A.....	8.00	7.35	6.85	6.35
Delivery employee, grade B.....	7.40	6.75	6.25	5.75
Labourer, female.....	6.00	5.00	4.50	4.20
Labourer, male, under 18 years of age.....	5.20	4.60	4.15	3.95
Labourer, male, 18 years of age or over.....	6.90	6.25	5.75	5.25
Employee not in this sub-clause specifically mentioned...	7.40	6.75	6.25	5.75

Provided that for a period of twelve months after the coming into operation of this Determination the minimum wage payable to a labourer in terms of this clause in the municipal areas of Durban, Pinetown, Queensburgh, Westville and Pietermaritzburg may be reduced by fifty cents per week.

(ii)

	In die munisipale gebiede van Bellville, Kaapstad (met inbegrip van die Strandgebied soos omskryf in Goewermentskennisgewing No. 152 van 5 Februarie 1960), Vishoek, Goodwood, Parow, Pinelands en Simonstad.	In die munisipale gebiede van Durban, Port Elizabeth, Pinetown, Queensburgh, Walmer en Westville.	In die munisipale gebiede van Bloemfontein, Oos-Londen, Kimberley en Welkom.	In die munisipale gebied van Pietermaritzburg.
	Per week. R	Per week. R	Per week. R	Per week. R
Roosterbediende en personeelkok:— Gekwalifiseerd.....	8.00	7.35	6.85	6.35
Roosterbediende en personeelkok:— Ongekwalifiseerd.....	6.90	6.25	5.75	5.25
Spensbediende, kelner, wynkelner en toonbankbediende— Gekwalifiseerd.....	9.00	8.35	7.85	7.35
Spensbediende, kelner, wynkelner en toonbankbediende— Ongekwalifiseerd— Gedurende die eerste ses maande ondervinding....	6.90	6.25	5.75	5.25
Gedurende die tweede ses maande ondervinding..	7.95	7.30	6.80	6.30
Kombuisbediende en wag.....	7.40	6.75	6.25	5.75
Besteller graad A.....	8.00	7.35	6.85	6.35
Besteller graad B.....	7.40	6.75	6.25	5.75
Arbeider, vrou.....	6.00	5.00	4.50	4.20
Arbeider, man, onder 18 jaar oud.....	5.20	4.60	4.15	3.95
Arbeider, man, 18 jaar oud of ouer.....	6.90	6.25	5.75	5.25
Werknemers wat in hierdie subklousule nie uitdruklik vermeld word nie	7.40	6.75	6.25	5.75

Met dien verstande dat gedurende 'n tydperk van twaalf maande ná die inwerkingtreding van hierdie Vasstelling die minimum loon wat ingevolge hierdie klousule aan 'n arbeider in die munisipale gebiede Durban, Pinetown, Queensburgh, Westville en Pietermaritzburg betaalbaar is, met vyftig sent per week verminder kan word.

(b) Special Function Employees.

	Per Hour.	Minimum for any Function.
	R c	R c
Barman	0 50	1 50
Cashier	0 36	1 08
Cook	0 27	0 81
Labourer	0 15	0 45
Driver of a motor vehicle	0 40	1 20
Supervisor	0 40	1 20
Waiter	0 22	0 66
Wine steward	0 22	0 66

(b) Werknemers by spesiale funksies:—

	Per uur.	Minimum by enige funksie.
	R c	R c
Kroegman	0 50	1 50
Kassier	0 36	1 08
Kok	0 27	0 81
Arbeider	0 15	0 45
Bestuurder van 'n motorvoertuig	0 40	1 20
Opsigter	0 40	1 20
Kelner	0 22	0 66
Wynkelner	0 22	0 66

(c) *Casual Employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(d) *Part-time Employees.*—A part-time employee shall be paid not less than sixty per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.

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

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

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

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

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

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

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

Provided—

(i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;

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

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee or a special function employee, shall be his weekly wage divided by—

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

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

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

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

4. PAYMENT OF REMUNERATION.

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

(a) the employer's name;

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

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

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

(e) the employee's wage;

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

(g) the details of any deductions made;

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

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

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

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

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

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

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

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal—

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

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

Met dien verstande—

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

(ii) dat, 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 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

(i) vyf, as hy 'n werkweek van vyf dae het;

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

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

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

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers en werknemers by spesiale funksies.*—Behoudens die bepaling van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n kovert of houer wees waarop aangegee word of wat vergesel gaan van 'n staat wat aantoon—

(a) die werkgewer se naam;

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

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

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

(e) die werknemer se loon;

(f) die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;

(g) besonderhede omtrent enige bedrae wat afgetrek is;

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

(i) die tydperk waarvoor die betaling geskied;

en sodanige kovert of houer wat hierdie inligting verstrekk of sodanige staat word die eiendom van die werknemer.

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

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

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

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

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

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

(i) *An Employee, other than a Grill-hand, Staff Cook, Delivery Employee, Kitchen-hand or Labourer:—*

	Per Week.	Per Month.
	R c	R c
Lodging	0 69	3 00
Meals:—		

For each breakfast: 7½ cents;
For each lunch: 10 cents;
For each dinner: 12½ cents.

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

(ii) *A Grill-hand, Staff Cook, Delivery Employee, Kitchen-hand or Labourer:—*

	Per Week.	Per Month.
	R c	R c
Lodging	0 20	0 87
Meals: 4 cents per meal;		

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

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

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

- (a) in the case of a motor vehicle driver, a grill-hand, a kitchen-hand, a delivery employee and a labourer—
 - (i) fifty in any week; and
 - (ii) subject to sub-paragraph (i) hereof, nine on any day;
- (b) in the case of a part-time employee—
 - (i) twenty-four hours in any week; and
 - (ii) four on any day;
- (c) in the case of a theatre part-time employee—
 - (i) thirty-one in any week; and
 - (ii) five on five days and six on one day in any week;
- (d) in the case of a casual employee, eight on any day;
- (e) in the case of every other employee—
 - (i) forty-six in any week; and
 - (ii) subject to sub-paragraph (i) hereof, nine on any day.

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

(3) *Meal Intervals.*—For each meal time which occurs during the hours of work of an employee, the employer shall grant such employee a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime.

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

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

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledesgede van vakverenigings;
- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om etes en inwoning of etes of inwoning van sy werkgever aan te neem 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

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

	Per week.	Per maand.
	R c	R c
Inwoning	0 69	3 00
Etes:—		

Vir elke ontbyt: 7½ sent.
Vir elke middagete: 10 sent.
Vir elke aandete: 12½ sent.

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

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

	Per week.	Per maand.
	R c	R c
Inwoning	0 20	0 87
Etes: 4 sent per ete;		

- (e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

- (a) in die geval van 'n bestuurder van 'n motorvoertuig, 'n roosterbediende, 'n kombuisbediende, besteller en 'n arbeider—
 - (i) vyftig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, nege op 'n dag;
- (b) in die geval van 'n deeltydse werknemer—
 - (i) vier-en-twintig in 'n week; en
 - (ii) vier op 'n dag;
- (c) in die geval van 'n deeltydse teaterwerknemer—
 - (i) een-en-dertig in 'n week; en
 - (ii) vyf op vyf dae en ses op een dag in 'n week;
- (d) in die geval van 'n los werknemer, agt op 'n dag;
- (e) in die geval van iedere ander werknemer—
 - (i) ses-en-veertig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

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

(3) *Etenspouses.*—Vir elke etenstyd wat binne die werkure van 'n werknemer val, moet die werkgever so 'n werknemer 'n etenstyd van minstens 'n halfuur toestaan waarin so 'n werknemer nie verplig of toegelaat word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortyd te vorm nie.

(4) *Overtime*.—All time worked in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

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

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

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

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

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

- (a) in the case of a kitchen-hand, grill-hand and a labourer, fourteen consecutive hours;
- (b) in the case of a part-time employee, eight consecutive hours;
- (c) in the case of a theatre part-time employee, six consecutive hours;
- (d) in the case of a casual employee, twelve consecutive hours;
- (e) in the case of every other employee, twelve consecutive hours.

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

(8) *Savings*.—(a) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R156 per month, a waiter employed outside an establishment at the coast nor a watchman.

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

6. ANNUAL LEAVE.

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

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

and shall pay such employee in respect of such leave—

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave, another work day shall, for each such holiday, be so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if a public holiday falls within the period of such leave granted in terms of clause 7 nor, unless the employee 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) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

(4) *Oortyd*.—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousule (1) voorgeskryf, gewerk het, word geag oortyd te wees.

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

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref, agt uur in 'n week.

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

- (a) wat 'n los werknemer betref, een en 'n derde maal sy gewone loon te opsigte van die hele tydperk wat sodanige werknemer op enige dag aldus gewerk het;
- (b) wat 'n ander werknemer betref, een en 'n derde maal sy gewone loon ten opsigte van die hele tydperk wat bedoelde werknemer in enige week aldus gewerk het.

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

- (a) in die geval van 'n kombuisbediende, 'n roosterbediende en 'n arbeider, veertien opeenvolgende ure;
- (b) in die geval van 'n deeltydse werknemer, agt opeenvolgende ure;
- (c) in die geval van 'n deeltydse teaterwerknemer, ses opeenvolgende ure;
- (d) in die geval van 'n los werknemer, twaalf opeenvolgende ure;
- (e) in die geval van enige ander werknemer, twaalf opeenvolgende ure.

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

(8) *Voorbehoudsbepalings*.—(a) Die bepalinge van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R156 per maand ontvang, 'n kelner wat buitekant 'n bedryfsinrigting aan die kus diens doen of 'n wag nie.

(b) Die bepalinge van subklousules (2), (3), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—

- (a) wat 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, vertien opeenvolgende kalenderdae verlof,

en moet hy so 'n werknemer ten aansien van sodanige verlof betaal—

- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande—

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van die gemelde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie saamval nie met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957;
- (iii) dat as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat oploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande ná afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en

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

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

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

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

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

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

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

(i) who leaves his employment without having given the 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 sub-clause.

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

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

(a) on leave in terms of this clause;

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

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

(d) undergoing any military training in pursuance of the Defence Act, 1957;

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

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

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

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

7. SICK LEAVE.

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

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

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

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

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee

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

(b) Die bepalings van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

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

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

(a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, een vierde van die weekloon; en

(b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, 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 verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

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

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

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

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en teweens alle tydperke waarin 'n werknemer afwesig is—

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 7;

(c) op las of versoek van sy werkgewer;

(d) vir militêre opleiding ingevolge die Verdedigingswet, 1957;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a), (b) en (c), plus hoogstens vier maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vastelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n Wet;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vastelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vastelling, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, wat weens ongeskiktheid van die werk afwesig is, die volgende toestaan—

(a) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens twintig werkdag; en

(b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdag;

siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

(i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as wat 'n werknemer met 'n

who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive calendar days, require the employee to produce a certificate signed by a 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 twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

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

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) undergoing military training in pursuance of the Defence Act, 1957;

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

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

8. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on a public holiday, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that, if an employee is absent from work on the work day immediately preceding or the work day immediately succeeding any public holiday and is not entitled to payment in respect of either or both such work days, he shall, subject to the provisions of sub-clause (2), not be entitled to payment in respect of such public holiday.

werkweek van vyf dae betref, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooië maand diens;

- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as twee opeenvolgende kalenderdae kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid aangee: 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 ná die jongste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid so 'n sertifikaat voorlê.

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgewer;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) vir militêre opleiding ingevolge die Verdedigingswet, 1957;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Vastelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vastelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat op 'n openbare vakansiedag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val: Met dien verstande dat, as 'n werknemer op die werkdag onmiddellik voor of onmiddellik ná 'n openbare vakansiedag afwesig is en nie ten opsigte van een of albei sodanige werkdade op betaling geregtig is nie, hy, behoudens die bepalings van subklousule (2), ten opsigte van sodanige openbare vakansiedag nie op betaling geregtig is nie.

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

- (a) save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount in respect of each such day worked of not less than his daily wage; or
- (b) grant him within fourteen days of such public holiday one day's leave and pay him in respect thereof an amount of not less than his daily wage; or
- (c) grant him in addition to the period of annual leave prescribed in clause 6 and continuous therewith one week's leave, irrespective of the number of public holidays so worked, and pay him in respect of such leave an amount of not less than his weekly wage.

(3) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month nor to a watchman, a casual employee or a special function employee.

9. RATIO.

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

(2) For the purpose of this clause—

- (a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class: Provided that an employer may not be so deemed in more than one establishment;
- (b) a unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class;
- (c) where the number of qualified cooks in an establishment exceeds the number of unqualified cooks, the excess of qualified cooks in such establishment may be deemed to be qualified grill-hands.

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, washing coat, cap or apron which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall, washing coat, cap or apron shall remain the property of the employer: Provided that an employer may require an employee to launder any such uniform, overall, washing coat, cap or apron in which event the employer shall pay such employee an allowance of not less than fifteen cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

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

- (a) behoudens soos in klousule 4 (6) bepaal, hom vir die week waarin bedoelde dag val minstens sy weekloon betaal plus 'n bedrag van minstens sy dagloon vir elke sodanige dag wat hy gewerk het; of
- (b) hom binne veertien dae ná sodanige openbare vakansiedag een dag verlof toestaan en hom ten opsigte daarvan 'n bedrag van minstens sy dagloon betaal; of
- (c) hom benewens die tydperk jaarlikse verlof in klousule 6 voorgeskryf, en aaneenlopend daarmee, een week verlof toestaan ongeag die getal openbare vakansiedae waarop hy aldus gewerk het, en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy weekloon betaal.

(3) Die bepalings van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R180 per maand ontvang nie en ook nie vir 'n wag, 'n los werknemer of 'n werknemer by 'n spesiale funksie nie.

9. GETALLEVERHOUDING.

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

(2) By die toepassing van hierdie klousule—

- (a) kan 'n werkgever wat uitsluitend of hoofsaaklik die werk van 'n bepaalde klas werknemer behartig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees: Met dien verstande dat 'n werkgever hoogstens in een bedryfsinrigting aldus geag word;
- (b) 'n ongekwalifiseerde werknemer wat 'n loon ontvang minstens gelyk aan die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas kan geag word 'n gekwalifiseerde werknemer in daardie klas te wees;
- (c) wanneer die getal gekwalifiseerde koks in 'n bedryfsinrigting hoër is as die getal ongekwalifiseerde koks, kan die oortallige gekwalifiseerde koks as gekwalifiseerde roosterbediendes geag word.

10. VERBOD OP INDIENSNEMING.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke, wasbare baadjies, pette of voorskote wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, wasbare baadjies, pette of voorskote bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever kan vereis dat 'n werknemer sodanige uniform, oorpak, wasbare baadjie, pet of voorskoot was, en dan moet die werkgever so 'n werknemer elke week 'n toelae van minstens vyftien sent betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens minstens een werkdag kennis gee;
- (b) in die geval van 'n werknemer wat weekliks betaal word, minstens een week kennis gee ná die eerste vier weke diens;
- (c) in die geval van 'n werknemer wat maandeliks betaal word, minstens twee weke kennis gee ná die eerste vier weke diens;

dat hy die dienskontrak wil beëindig; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deur, in plaas van sodanige opsegging, minstens die volgende aan die werknemer of aan die werkgever te betaal, na gelang van die geval:—

- (i) in die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke opsegging, twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Provided that this shall not effect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
 - (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.
- (2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.
- (3) The notice prescribed in sub-clause (1) may be given on any work day and shall run from the day on which it is given: Provided—
- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
 - (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.
- (4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE.

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

14. ATTENDANCE REGISTER.

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

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

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

- (a) record in such attendance register—
 - (i) his signature;
 - (ii) the time he commenced work;
 - (iii) the time of commencement and termination of each meal or other interval, which is not reckonable as hours of work;
 - (iv) the total number of hours worked; and
 - (v) the time of finishing work for that day; or
- (b) in an establishment in which a semi-automatic recorder is provided, make entries by means of such recorder in respect of items (a) (ii) to (a) (v), inclusive, on a card provided in terms of sub-clause (2):

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

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

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

(6) The provisions of this clause shall not apply to a driver of a motor vehicle, a part-time driver of a motor vehicle, a labourer, a delivery employee or an employee referred to in clause 5 (8) (a).

Met dien verstande dat hierdeur onaangetas gelaat word—

- (a) die reg van 'n werkgever of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
 - (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
 - (c) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat.
- (2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van opsegging eweredig wees aan die ooreengekome opseggingstermyn.
- (3) Die opsegging in subklousule (1) voorgeskryf kan op enige werkdag geskied en gaan in op die dag waarop dit geskied: Met dien verstande—
- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie;
 - (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.
- (4) Ondanks andersluidende bepalings in hierdie Vasstelling kan 'n werkgever in die geval waarin 'n werknemer sy dienskontrak beëindig deur sy diens sonder opsegging te verlaat of sonder om sy werkgever in plaas van opsegging te betaal, 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 in plaas van opsegging sou moes betaal het.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n los werknemer en 'n werknemer by 'n spesiale funksie, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die eerste Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

14. PRESENSIEREGISTER.

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

(2) 'n Werkgever moet daagliks in sodanige presensieregister die naam en beroep van elkeen van sy werknemers opteken of, as hy 'n halfoutomatiese tydopnemer aangeskaf het, dan moet hy elkeen van sy werknemers voorsien van 'n kaart wat die werknemer se naam aangee en die einddatum van die week ten opsigte waarvan dit gebruik word.

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

- (a) in sodanige presensieregister opteken—
 - (i) sy handtekening;
 - (ii) die tyd waarop hy begin werk het;
 - (iii) die aanvangstyd en die ophoutyd van elke etens- of ander pouse wat nie as werkure geld nie;
 - (iv) die totale aantal urre gewerk; en
 - (v) die aflooptyd van sy werk op daardie dag; of
- (b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydopnemer aangehou word, inskrywings ten opsigte van items (a) (ii) tot en met (a) (v) deur middel van sodanige opnemer maak op 'n kaart wat ingevolge subklousule (2) verskaf is:

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

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

(5) Elke inskrywing in 'n presensieregister moet met ink of 'n inktlood gedoen word.

(6) Die bepalings van hierdie klousule is op 'n bestuurder van 'n motorvoertuig, 'n deeltydse bestuurder van 'n motorvoertuig, 'n arbeider, 'n besteller of 'n werknemer in klousule 5 (8) (a) vermeld nie van toepassing nie.

FIRST SCHEDULE.

EERSTE BYLAE.

I/We (a) carrying
on business in the Catering Trade at
.....
.....
hereby certify that Mr./Mrs./Miss
was employed by me/us (a) from the
day of 19..... to the
day of 19..... in the occupation of
(b) At the termination
of employment his/her (a) wage was
..... rand cents per week.

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

(Signature of Employer or Authorised
Representative.)

(Handtekening van werkgewer of
gemagtigde verteenwoordiger.)

Date

Datum

(a) Delete whichever inapplicable.

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

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of
hoofsaaklik in diens was, bv., klerk, kelner, arbeider.

SECOND SCHEDULE.

ATTENDANCE REGISTER.

(Name of employee.)

(Occupation of employee.)

Date and day of week.		Entries to be made by employees.								Remarks (if any).			
Year.....		Signature.	Time of com- mencing work.	Intervals off work.				Time of finishing work.	Total number of hours worked.		By employee.	By employer, if employee absent. Reasons for his absence (to be signed by employ- ers).	By inspector.
Month.....				Off.	On.	Off.	On.		Each day.	Each week.			
Date.	Day of week.												
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3													
4													
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31													

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

TWEEDE BYLAE.

PRESENSIEREGISTER.

(Naam van werknemer.)

(Beroep van werknemer.)

Datum en dag van week.		Inskrywings moet deur werknemers gedoen word.								Opmerkings (indien enige).			
Jaar _____		Hand-tekening.	Tyd waarop met werk begin is.	Pouses.				Tyd waarop werk gestaak word.	Totale getal ure gewerk.		Deur werknemer.	Deur werkgewer indien werknemer afwesig is; redes vir sy afwesigheid (moet deur werkgewers onderteken word).	Deur inspekteur.
Maand _____				Af.	Aan.	Af.	Aan.		Elke dag.	Elke week.			
Datum	Dag van week.												
1													
2													
3													
4													
5													
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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 die werk te wees as dit hom nie vry staan om die bedryfsinrigting vir die hele pouse te verlaat nie.

No. R. 1953.]

[13 December 1963.]

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

CATERING TRADE, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Catering Trade, Certain Areas, published under Government Notice No. R. 1952 of the 13th December, 1963.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1953.]

[13 Desember 1963.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

VERVERSINGSBEDRYF, SEKERE GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreeël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvaststelling vir die Verversingsbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1952 van 13 Desember 1963.

M. VILJOEN,
Adjunk-minister van Arbeid.

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