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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2589

23 December 1988

WAGE ACT, 1957

WAGE DETERMINATION 456.—ACCOMMODATION ESTABLISHMENT TRADE, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall, in the areas specified in subclause (2), apply to every employer in the Accommodation Establishment Trade as defined in subclause (3) and to all his employees in that trade: Provided that the determination shall not apply to or in respect of—

(a) an employer while he is a new employer as defined in subclause (4);

(b) a small employer as defined in subclause (5);

(c) a manager as defined in subclause (6);

(d) a home for the aged as defined in section 1 of the Aged Persons Act, 1967;

(e) persons keeping or conducting an accommodation establishment exclusively for school-going children, students or teachers, or mainly or wholly for pensioners and persons, of the age of 60 years and older in the case of females and 65 years and older in the case of males, with a fixed income of not more than R360 per month;

(f) the trade in respect of which a licence, other than a mealtime wine and malt liquor licence or a restaurant liquor licence, is required in terms of the Liquor Act, 1977;

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

(h) employers or employees in so far as they are subject to the jurisdiction of an industrial council.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2589

23 Desember 1988

LOONWET, 1957

LOONVASSTELLING 456.—HUISVESTINGS- INRICHTINGSBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Huisvestingsinrigtingsbedryf, Sekere Gebiede gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing in die gebiede soos in subklousule (2) vermeld op elke werkgewer in die Huisvestingsinrigtingsbedryf soos in subklousule (3) omskryf, en op al sy werknemers in daardie bedryf: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

(a) 'n werkgewer vir so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;

(b) 'n klein werkgewer soos in subklousule (5) omskryf;

(c) 'n bestuurder soos in subklousule (6) omskryf;

(d) 'n ouetehuis soos in artikel 1 van die Wet op Bejaarde Persone, 1967, omskryf;

(e) persone wat 'n huisvestingsinrigting hou of dryf uitsluitlik vir skoolgaande kinders, studente of onderwysers, of hoofsaaklik of uitsluitlik vir pensioentrekkers en persone wat minstens 60 jaar oud is in die geval van vrouens en 65 jaar in die geval van mans, met 'n vaste inkomste van hoogstens R360 per maand;

(f) die bedryf ten opsigte waarvan 'n lisensie, behalwe 'n maaltyd-wyn-en-bierlisensie of 'n restaurantdranklisensie, kragtens die Drankwet, 1977, vereis word;

(g) 'n nutsmaatskappy of ander liggaam ten opsigte van 'n woning of skema geheel en al of gedeeltelik gebou of uitgevoer deur middel van 'n behuisinglening toegestaan kragtens artikel 53 van die Behuisingwet, 1966; of

(h) werkgewers en werknemers vir sover hulle aan die gesag van enige nywerheidsraad onderworpe is.

(2) Areas:

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

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

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

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

(3) "Accommodation Establishment Trade" or "Trade" means the trade carried on by persons who carry on the business of accommodation establishment keeper by supplying lodging and one or more meals per day for reward: Provided that for the purposes of this definition "lodging" means bedroom accommodation and the services ordinarily associated therewith.

(4) "New employer" means a business newly established in the Trade, during the first 12 months of its existence in the Trade.

(5) "Small employer" means an employer who is engaged as such in the Trade only and who at no time has more than 20 beds in the aggregate available for use: Provided that for the purposes of this definition a double bed shall be regarded as two beds.

(6) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves, or acts for, a manager during the absence of the latter.

2. DEFINITIONS

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

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

"bedroom attendant" means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals; (28)

(3) "bedroom attendant-waiter" means an employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or of a general assistant; (29)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (19)

(5) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a reception clerk but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties; (15)

(6) "cook" means an employee, other than a cook's assistant, a bedroom attendant-waiter, a night porter, or a waiter who is engaged in preparing or cooking food for guests; (16)

(7) "cook's assistant" means an employee, other than a general assistant, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other food-stuffs intended for consumption by persons other than guests and who may cook breakfast for guests; (17)

(8) "daily wage" means, except in the case of a casual employee, an employee's monthly wage divided by 26; (5)

(9) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a night porter, a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (4)

(10) "emergency work" means—

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

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (22)

(2) Gebiede:

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

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

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

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

(3) "Huisvestingsinrigtingsbedryf" of "Bedryf" beteken die bedryf soos uitgeoefen deur persone wat as houters van huisvestingsinrigtings sake doen deur huisvesting en een of meer etes per dag teen vergoeding te verskaf: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamerakkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(4) "Nuwe werkgewer" beteken 'n nuutgevestigde bedryfsinrigting in die Bedryf gedurende die eerste 12 maande na sy totstandkoming in die Bedryf.

(5) "Klein werkgewer" beteken 'n persoon wat slegs in die Bedryf betrokke is en te alle tye hoogstens 20 beddens altesaam vir gebruik beskikbaar het: Met dien verstande dat vir die doeleindes van hierdie omskrywing 'n dubbelbed as twee beddens gereken moet word.

(6) "Bestuurder" beteken 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

By die toepassing van hierdie vasstelling, tensy die sinsverband anders aandui, het enige uitdrukking daarin gebesig en wat in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

(a) Klokkes of telefoonoproep beantwoord;

(b) 'n faktotum behulpsaam wees;

(c) groente wat kook, versorg;

(d) etes, tee of koffie of soortgelyke drankie aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting maaltye te nuttig;

(e) gerei, bagasie of ander goedere dra, verskuif of opstapel;

(f) baddens, wasbakke, gerei, meubels, vensters, vloere, persele, voertuie, skoel of ander goed skoonmaak;

(g) vis skoonmaak of krap;

(h) eiers of pap gaarmaak;

(i) groente of rou voedsel sny, skoonmaak of vir gaarmaak voorberei;

(j) briewe, boodskappe of pakkies te voet of met 'n trapfiets, driel, handkar of soortgelyke vervoermiddel aflewer;

(k) waterbottels, bekere of ander houters vul of leegmaak;

(l) tuinwerk;

(m) linne, klere of ander goed was of stryk;

(n) laai of aflaai;

(o) vuurmaak of vure stook, of afval of as verwyder;

(p) roosterbrood of tee, koffie of soortgelyke drankie maak;

(q) vrugte skil of opsnij;

(r) pluimvee pluk of skoonmaak;

(s) vloere, meubels of ander goed poleer of was;

(t) 'n handkar of soortgelyke vervoermiddel stoot of trek;

(u) briewe, boodskappe of pakkies ontvang;

(v) vuilwater verwyder;

(w) loopwerkies verrig; (12)

(11) "experience" means, in relation to a bedroom attendant-waiter, a clerk, a cook or a waiter, the total period or periods of employment which an employee has had in any trade or in the service of a local authority or the State as a bedroom attendant-waiter, a clerk, a cook or a waiter, respectively: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class; (23)

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

- (a) Answering bells or telephone calls;
- (b) assisting a handyman;
- (c) attending to vegetables in process of cooking;
- (d) carrying meals or tea or coffee or similar beverages other than to guests who are partaking of meals in the dining-room of an establishment;
- (e) carrying, moving or stacking utensils, luggage or other articles;
- (f) cleaning baths, washbasins, utensils, furniture, windows, floors, premises, vehicles, footwear or other articles;
- (g) cleaning or scaling fish;
- (h) cooking porridge or eggs;
- (i) cutting up, cleaning or preparing vegetables or raw foodstuffs for cooking;
- (j) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
- (k) filling or emptying water bottles, jugs or other containers;
- (l) gardening;
- (m) laundering, washing or ironing linen, clothing or other articles;
- (n) loading or unloading;
- (o) making or maintaining fires or removing refuse or ashes;
- (p) making toast or tea or coffee or similar beverages;
- (q) peeling or cutting up fruit;
- (r) plucking or cleaning poultry;
- (s) polishing or washing floors, furniture or other articles;
- (t) pushing or pulling any hand cart or similar conveyance;
- (u) receiving letters, messages or parcels;
- (v) removing slops;
- (w) running errands; (1)

(13) "guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee; (8)

(14) "handyman" means an employee who is engaged in making minor repairs or renovations to furniture, plant, equipment or buildings; (7)

(15) "head cook" means a qualified cook who is in charge of and supervises the work of the employees in the kitchen of an establishment in which at least one other qualified cook is employed; (12)

(16) "head waiter" means a qualified waiter who is in charge of and supervises the work of bedroom attendant-waiters, porters or waiters in the dining-room of an establishment; (11)

(17) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee it means, subject to clause 3 (1) (c) (ii), the wage payable to him for the day on which he works, divided by his ordinary hours of work for that day; (30)

(18) "housekeeper" means an employee who carries out one or more of the following duties:

- (a) Supervising the work of bedroom attendants or general assistants;
- (b) controlling stores, including linen;
- (c) being responsible for the receiving, storing, checking and issuing of stores including linen;
- (d) being responsible for or supervising the repairing, laundering or ironing of linen;
- (e) supervising the activities in the kitchen or dining-room during meals; (13)

(19) "law" includes the common law; (35)

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

(3) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag en Kersdag; (25)

(4) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n sekuriteitswag, 'n wag of 'n nagportier beteken dit 'n tydperk van 24 uur bereken vanaf die tydstop waarop so 'n werknemer begin werk; (9)

(5) "dagloon", behalwe in die geval van 'n los werknemer, die werknemer se maandloon gedeel deur 26; (8)

(6) "deeltidse werknemer" 'n werknemer wat per week of maand in diens is vir hoogstens vyf gewone werkeure op enige dag; (26)

(7) "faktotum" 'n werknemer wat geringe herstel- of opknappingswerk aan meubels, installasies, toerusting of geboue uitvoer; (14)

(8) "gas" iemand wat, hetsy vas of tydelik, by 'n bedryfsinrigting inwoon, en dit omvat ook 'n tafelloseerder of 'n besoeker, maar nie die werkgewer of sy gesin nie en ook nie 'n werknemer of sy gesin nie; (13)

(9) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die onder-vinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (28)

(10) "gewone werkeure" die werkeure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (23)

(11) "hoofkelner" 'n gekwalfiseerde kelner wat in die eetkamer van 'n bedryfsinrigting in beheer is van en toesig hou oor die werk van die slaapkamerbediende-kelners, portiers of kelners; (16)

(12) "hoofkok" 'n gekwalfiseerde kok wat in beheer is van en toesig hou oor die werk van die werknemers in die kombuis van 'n bedryfsinrigting waarin minstens nog een gekwalfiseerde kok in diens is; (15)

(13) "huishouer" 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Toesig hou oor die werk van slaapkamerbediendes of algemene assistente;
- (b) voorraad asook linne kontroleer;
- (c) verantwoordelik vir die ontvangs, bêre, nagaan en uitreik van voorraad insluitende linne;
- (d) verantwoordelik vir of toesig hou oor die herstel, was of stryk van linne;
- (e) toesig hou oor die werksaamhede in die kombuis of eetkamer tydens maaltye; (18)

(14) "kelner" 'n werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste met etes bedien en wat toebroodjies of slaai mag maak of tydens maaltye gaste met wyn of bier mag bedien; (32)

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

(16) "kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n nagportier, 'n kelner en 'n slaapkamerbediende-kelner, wat kos vir gaste voorberei of gaarmaak; (6)

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

(18) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en "maandloon" het 'n ooreenstemmende betekenis; (31)

(19) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (4)

(20) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (21)

(20) "local authority" means any borough council, city council, municipal council, village management board, divisional council or similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (25)

(21) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (20)

(22) "night porter" means an employee who is responsible for locking doors or windows, switching off lights, showing late arrivals to their rooms, or seeing that fires are made up in the kitchen in the morning, and who may make or serve tea, coffee or similar beverages or sandwiches to guests after 20h00; (21)

(23) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or, if by agreement between an employer and his employee the latter works a lesser number of hours, such shorter hours; (10)

(24) "overtime" means that portion of any period worked by an employee in any week or on any day, which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a paid holiday; (24)

(25) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, the Day of the Vow and Christmas Day; (3)

(26) "part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours of work on any day; (6)

(27) "porter" means an employee who is engaged in meeting aeroplanes or trains, conducting guests to their rooms and conveying luggage, and who may assist in serving meals or refreshments; (26)

(28) "qualified", in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (9)

(29) "security guard" means an employee who is engaged in one or more of the following duties:

- (a) Searching goods or vehicles;
- (b) searching persons and if necessary, restraining them;
- (c) controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;
- (d) supervising or controlling watchmen;

and who may be required to perform any or all of the duties of a watchman; (27)

(30) "spreadover" means the period in any day reckoned from the time when an employee commences work until he ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work; (34)

(31) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: 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; and "monthly wage" has a corresponding meaning; (18)

(32) "waiter" means an employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads or serve wine or beer to guests at meal times; (14)

(33) "watchman" means an employee, other than a security guard, who is engaged in one or more of the following duties:

- (a) Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
- (b) handling or controlling dogs in the performance of one or more of the duties referred to in (a);

and who may make, maintain and draw the fire of a boiler, and make the fire in a kitchen stove, put water on to boil and make porridge. (31)

(34) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (32)

(35) "weekly wage" means an employee's monthly wage divided by four and one third; (33)

(21) "nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hulle kamers te neem of te sorg dat daar soggens vuur in die kombuis gemaak word, en wat na 20h00 tee, koffie of soortgelyke drankke, of toebröodjies mag maak of gaste daarmee mag bedien; (22)

(22) "noodwerk" —

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

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (10)

(23) "ondervinding", met betrekking tot 'n slaapkamerbediende-kelner, of klerk, 'n kok of 'n kelner, die totale tydperk of tydperke wat 'n werknemer as onderskeidelik slaapkamerbediende-kelner, klerk, kok of kelner in enige bedryf of in diens van 'n plaaslike owerheid of van die Staat gewerk het: Met dien verstande dat slegs een helfte van die totale dienstydperk of -tydperke wat 'n werknemer as deeltydse werknemer in enige klas gehad het, geag word diens in daardie klas te wees; (11)

(24) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgever werk nie; (24)

(25) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (20)

(26) "portier" 'n werknemer wat vliegtuie of treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat met die voorsit van etes of verversings mag help; (27)

(27) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Goedere en voertuie deursoek;
- (b) persone deursoek en, indien nodig, terughou;
- (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aanteken of daaroor verslag doen;
- (d) oor wagte toesig hou of hulle beheer;

en van wie ook vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag uit te voer; (29)

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

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

(30) "uurloon", uitgesonderd in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur sy gewone weeklikse werkure, en in die geval van 'n los werknemer, behoudens klousule 3 (1) (c) (ii), die loon wat aan hom vir daardie dag betaalbaar is, gedeel deur die getal gewone werkure deur hom op daardie dag gewerk; (17)

(31) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

- (a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;
- (b) honte hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (33)

en wat die vuur in 'n waterverwarmer of 'n stoomketel kan maak, stook of uithaal en in 'n kombuisstook vuur mag maak, water mag opsit om te kook en pap mag maak;

(32) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (34)

(33) "weekloon" die werknemer se maandloon gedeel deur vier en 'n derde; (35)

(34) "werkspreiding" die tydperk op enige dag bereken vanaf die tydstop waarop die werknemer begin werk totdat hy sy werk vir daardie dag staak, en by die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tydstop waarop daar met die werk begin word; (30)

(35) "wet" ook die gemene reg. (19)

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that if the employer has been engaged in this trade in an area covered by this determination for less than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgever aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) bepaal: Met dien verstande dat indien die werkgever vir minder as 24 maande altesaam in hierdie bedryf betrokke is in 'n gebied waarin hierdie vasstelling van toepassing is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word waarna die minimum lone soos in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Behoudens die voorbehoud in paragraaf (a), moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, uitgesonderd los werknemers en deeltydse werknemers, die minimum lone hieronder uiteengesit, betaal:

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, The Cape, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuils River, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, Vanderbijlpark, Vereeniging, Westonia, Wynberg and Wonderboom and the municipal areas of Port Elizabeth, Sasolburg and Umhlanga		The municipal areas of Despatch and Uitenhage		The Magisterial District of Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley and Pietermaritzburg	
	(a) R per month	(b) R per month	(a) R per month	(b) R per month	(a) R per month	(b) R per month
Assistant housekeeper	406,00	429,00	379,00	401,00	346,00	366,00
Bedroom attendant	248,00	271,00	237,00	259,00	217,00	237,00
Bedroom attendant-waiter— during the first six months of experience	248,00	271,00	237,00	259,00	217,00	237,00
thereafter	261,00	284,00	248,00	270,00	227,00	247,00
Clerk— during the first year of experience ...	301,00	324,00	284,00	306,00	260,00	280,00
during the second year of experience	374,00	397,00	350,00	372,00	320,00	340,00
during the third year of experience ..	448,00	471,00	417,00	439,00	381,00	401,00
thereafter	521,00	544,00	483,00	505,00	441,00	461,00
Cook— during the first six months of experience	248,00	271,00	237,00	259,00	217,00	237,00
during the second six months of experience	279,00	302,00	265,00	287,00	243,00	263,00
during the third six months of experience	311,00	334,00	293,00	315,00	268,00	288,00
during the fourth six months of experience	342,00	365,00	322,00	344,00	294,00	314,00
thereafter	374,00	397,00	350,00	372,00	320,00	340,00
Cook's assistant	261,00	284,00	248,00	270,00	227,00	247,00
General assistant— during the first six months of employment with the same employer	213,00	236,00	209,00	231,00	186,00	206,00
thereafter	227,00	250,00	218,00	240,00	200,00	220,00
Handyman	353,00	376,00	332,00	354,00	303,00	323,00
Head cook	427,00	450,00	396,00	418,00	363,00	383,00
Head waiter	353,00	376,00	332,00	354,00	303,00	323,00
Housekeeper	469,00	492,00	435,00	457,00	397,00	417,00
Night porter	290,00	313,00	275,00	297,00	252,00	272,00
Porter	290,00	313,00	275,00	297,00	252,00	272,00
Security guard	301,00	324,00	284,00	306,00	260,00	280,00
Waiter— during the first six months of experience	238,00	261,00	227,00	249,00	208,00	228,00
during the second six months of experience	255,00	278,00	243,00	265,00	223,00	243,00
during the third six months of experience	273,00	296,00	259,00	281,00	237,00	257,00
thereafter	290,00	313,00	275,00	297,00	252,00	272,00
Watchman	261,00	284,00	248,00	270,00	227,00	247,00
Employee not elsewhere specifically mentioned in this subclause	261,00	284,00	248,00	270,00	227,00	247,00

(a) During the first 12 months after this determination becomes binding.

(b) Thereafter.

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuilsrivier, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wynberg, en Wonderboom en die munisipale gebiede van Port Elizabeth, Sasolburg en Umhlanga		Die munisipale gebiede van Despatch en Uitenhage		Die landdrosdistrik Klerksdorp en die munisipale gebiede van Beacon Bay, Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg	
	(a) R per maand	(b) R per maand	(a) R per maand	(b) R per maand	(a) R per maand	(b) R per maand
Algemene assistent—						
gedurende die eerste ses maande diens by dieselfde werkgever	213,00	236,00	209,00	321,00	186,00	206,00
daarna	227,00	250,00	218,00	240,00	200,00	220,00
Assistent huishouer	406,00	429,00	379,00	401,00	346,00	366,00
Faktotum	353,00	376,00	332,00	354,00	303,00	323,00
Hoofkelner	353,00	376,00	332,00	354,00	303,00	323,00
Hoofkok	427,00	450,00	396,00	418,00	363,00	383,00
Huishouer	469,00	492,00	435,00	457,00	397,00	417,00
Kelner—						
gedurende die eerste ses maande ondervinding	238,00	261,00	227,00	249,00	208,00	228,00
gedurende die tweede ses maande ondervinding	255,00	278,00	243,00	265,00	223,00	243,00
gedurende die derde ses maande ondervinding	273,00	296,00	259,00	281,00	237,00	257,00
daarna	290,00	313,00	275,00	297,00	252,00	272,00
Klerk—						
gedurende die eerste jaar ondervinding	301,00	324,00	284,00	306,00	260,00	280,00
gedurende die tweede jaar ondervinding	374,00	397,00	350,00	372,00	320,00	340,00
gedurende die derde jaar ondervinding	448,00	471,00	417,00	439,00	381,00	401,00
daarna	521,00	544,00	483,00	505,00	441,00	461,00
Kok—						
gedurende die eerste ses maande ondervinding	248,00	271,00	237,00	259,00	217,00	237,00
gedurende die tweede ses maande ondervinding	279,00	302,00	265,00	287,00	243,00	263,00
gedurende die derde ses maande ondervinding	311,00	334,00	293,00	315,00	268,00	288,00
gedurende die vierde ses maande ondervinding	342,00	365,00	322,00	344,00	294,00	314,00
daarna	374,00	397,00	350,00	372,00	320,00	340,00
Koksmaat	261,00	284,00	248,00	270,00	227,00	247,00
Nagportier	290,00	313,00	275,00	297,00	252,00	272,00
Portier	290,00	313,00	275,00	297,00	252,00	272,00
Sekuriteitswag	301,00	324,00	284,00	206,00	260,00	280,00
Slaapkamerbediende	248,00	271,00	237,00	259,00	217,00	237,00
Slaapkamerbediende-kelner—						
gedurende die eerste ses maande ondervinding	248,00	271,00	237,00	259,00	217,00	237,00
daarna	261,00	284,00	248,00	270,00	227,00	247,00
Wag	261,00	284,00	248,00	270,00	227,00	247,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	261,00	284,00	248,00	270,00	227,00	247,00

(a) Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het.

(b) Daarna.

(c) *Casual employees.*—Subject to the proviso to paragraph (a), an employer shall pay his casual employees in respect of each day or part of a day of employment, other than on a paid holiday or a Sunday, at a rate of not less than the daily wage prescribed in paragraph (b) read with subclause (4), for an employee who performs the same class of work as the casual employee is required to do, or at a rate of not less than the daily wage or the daily equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purposes of this paragraph the expression "such other employee" shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "daily wage" shall mean the daily wage prescribed for a qualified employee of that class as calculated in terms of subclause (4);

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

(d) *Part-time employees.*—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than three-fourths of the wage prescribed for an employee in the same area of the same class and with the same experience, having due regard to the definition of "experience".

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

(3) *Differential wage.*—Subject to the proviso to subclause (1) (a), 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—

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or

(b) a rising scale of wages terminating in a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

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

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

(4) *Calculation of wages.*—The hourly wage, daily wage and weekly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

4. PAYMENT OF REMUNERATION

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

(a) the employer's name;

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

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

(d) the number of ordinary hours of work worked by the employee in that period;

(e) the number of overtime hours worked by the employee in that period;

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n werkgewer aan sy los werknemer vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n betaalde vakansiedag of 'n Sondag, minstens die dagloon voorgeskryf in paragraaf (b) saamgelees met subklousule (4), vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal, of nie minder nie as die werklike dagloon of die daaglikse ekwivalent van die loon wat werklik aan sodanige ander werknemer betaal word, welke bedrag ook al die grootste is, plus 15 persent: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "sodanige ander werknemer" die werknemer van die betrokke klas aan wie die werkgewer die laagste loon betaal, beteken;

(ii) waar die werkgewer van die los werknemer vereis om—

(aa) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "dagloon" die dagloon vir 'n gekwalifiseerde werknemer van daardie klas, soos bereken ingevolge subklousule (4), beteken;

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

(d) *Deeltydse werknemers.*—Behoudens die voorbehoud in paragraaf (a), moet 'n deeltydse werknemer minstens drie-vierdes van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskriving van "ondervinding".

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

(3) *Differensiële loon.*—Behoudens die voorbehoud in subklousule (1) (a), moet 'n werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal:

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling so uitgelê mag word nie dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskryde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—Die uurloon, dagloon en weekloon van 'n werknemer moet ooreenkomstig die woordomskrivings van die uitdrukkings in klousule 2 bereken word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant betaal word, of met die toestemming van die werknemer per tjek, gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

(d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;

(e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;

- (f) the number of hours worked by the employee on a Sunday or on a paid holiday;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

(ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer, who shall, however, hand to him the aforementioned statement.

(2) *Casual employees*.—An employer shall pay the remuneration due to a casual employee in cash on termination or his employment, but at least once a week.

(3) *Premiums*.—Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training or that 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) *Accommodation and food*.—Subject to any other law, an employer shall not require his employee to accept accommodation or food from him or from any person or at any place nominated by him.

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

(a) With the written consent of the employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund or subscriptions to a trade union;

(b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance 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 is required by law or agrees to accept accommodation and food from his employer, a deduction not exceeding the following amounts:

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

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

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

(f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag gewerk het;

(g) die werknemer se loon;

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

(i) besonderhede van enige bedrag wat afgetrek is; en

(j) die netto bedrag wat aan die werknemer betaal word;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;

(ii) met die skriftelike toestemming van 'n werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur die werkgever wat die voornoemde staat egter aan hom moet oorhandig.

(2) *Los werknemers*.—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een maal per week.

(3) *Premies*.—Behoudens die bepalings van enige ander wet, mag geen betaling regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.

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

(5) *Huisvesting en kos*.—Behoudens die bepalings van enige ander wet, mag 'n werkgever nie van sy werknemer vereis om huisvesting en kos van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings*.—'n Werkgever mag sy werknemer geen botes oplê of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

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

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

(c) enige bedrag wat 'n werkgever volgens wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;

(d) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting en kos van sy werkgever aan te neem, 'n bedrag van hoogstens:

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

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

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

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

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

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i) above;

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned.

5. ORDINARY HOURS OF WORK, 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, in the case of—

(a) a casual employee, eight in a day: Provided that, if such an employee is required to perform the duties of a security guard, a watchman or a night porter, he may work not more than 12 ordinary hours in any day;

(b) a part-time employee, five in a day;

(c) a security guard, a watchman or a night porter, 60 in a week from Monday to Saturday, inclusive;

(d) any other employee, 48 in a week from Monday to Saturday, inclusive.

(2) *Spreadover.*—The ordinary hours of work and all overtime, including the meal interval, in any one day shall be completed within a spread-over of 14 hours.

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

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

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

(4) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee, and such overtime shall not exceed, in the case of—

(a) a casual employee, three hours in a day;

(b) a security guard, a watchman or a night porter, 12 hours in a week;

(c) any other employee, 10 hours in a week.

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

(i) one and one-third times his hourly wage in respect of the total period, not exceeding 10 hours, in any week so worked by such employee;

(ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week, so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and one-third times his hourly wage in respect of the period so worked on any day.

(6) *Savings.*—(a) Subclauses (2), (3) and (4) shall not apply to an employee while he is engaged in emergency work.

(b) Subclause (3) shall not apply to a security guard, a watchman or a night porter: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall be deemed to be time worked.

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

(i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgesket vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, teen afbetaling, van enige bedrag wat die werkgever aan hom geleen of voorgesket het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is.

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as, in die geval van—

(a) 'n los werknemer, agt op 'n dag: Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag, wag of 'n nagportier verrig, hy hoogstens 12 gewone ure op enige dag mag werk;

(b) 'n deeltydse werknemer, vyf op 'n dag;

(c) 'n sekuriteitswag, wag of 'n nagportier, 60 in 'n week van Maandag tot en met Saterdag;

(d) enige ander werknemer 48 in 'n week van Maandag tot en met Saterdag.

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

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

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

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

(4) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkoms wat met die werknemer aangegaan is en sodanige oortyd mag nie, in die geval van—

(a) 'n los werknemer, drie uur op 'n dag;

(b) 'n sekuriteitswag, wag of 'n nagportier, 12 uur in 'n week;

(c) enige ander werknemer, 10 uur in 'n week,

oorskry nie.

(5) *Betaling vir oortydwerk.*—(a) 'n Werkgever moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, teen 'n skaal van minstens—

(i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydskuur aldus deur sodanige werknemer gewerk en wat nie tien uur in enige week oorskry nie;

(ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat tien uur per week oorskry.

(b) 'n Werkgever moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die tydskuur aldus op enige dag gewerk.

(6) *Voorbehoudsbepalings.*—(a) Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(b) Subklousule (3) is nie van toepassing op 'n sekuriteitswag, wag of 'n nagportier nie: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse beskou word as tyd wat hy gewerk het.

6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

(a) A security guard, a watchman or a night porter whose ordinary hours of work—

(i) exceed 48 in a week, 28 consecutive days,

(ii) do not exceed 48 in a week, 21 consecutive days;

(b) any other employee, 21 consecutive days.

(2) The employer shall pay his employee, in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

(a) subclause (1) (a) (i), an amount of not less than four times;

(b) subclause (1) (a) (ii) or (1) (b), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

(a) if such leave has not been granted earlier, it shall, save as provided in subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and 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 and the employee shall take such leave as from a date not later than two months after the expiration of the said period of four months;

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

(i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 15 weeks;

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

(iii) any period during which the employee is doing military service;

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

(d) If a paid holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

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

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

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

(b) Subclause (3) shall apply *mutatis mutandis* to the leave referred to in this subclause.

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

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

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

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

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag, wag of nagportier wie se gewone werkure—

(i) 48 in 'n week oorskry, 28 agtereenvolgende dae;

(ii) nie 48 in 'n week oorskry nie, 21 agtereenvolgende dae;

(b) enige ander werknemer, 21 agtereenvolgende dae.

(2) Die werkgewer moet die werknemer ten opsigte van die verlof by subklousule (1) voorgeskrif, betaal in die geval van 'n werknemer bedoel in—

(a) subklousule (1) (a) (i), 'n bedrag van minstens vier maal,

(b) subklousule (1) (a) (ii) of (1) (b), 'n bedrag van minstens drie maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(3) Die verlof by subklousule (1) voorgeskrif, moet toegestaan en geneem word, na gelang van die geval, op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (4), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die tydperk van verlof nie mag saamval nie met enige tydperk—

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of

(iii) waarin 'n werknemer vir militêre diens afwesig is;

(c) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, gedurende die tydperk van diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek;

(d) as 'n betaalde vakansiedag binne sodanige tydperk van verlof val, daar vir elke sodanige betaalde vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word.

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

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

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

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

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

(b) die werknemer die versoek doen binne uiters vier maande ná afloop van die 12 maande diens waarop die verlof betrekking het;

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

(6) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than such employee's first pay-day after the expiration of the leave.

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

- (a) in the case of an employee referred to in subclause (1) (a) (i) or (1) (a) (i), one third; and
- (b) in the case of an employee referred to in subclause (1) (a) (ii) or (1) (b), one fourth

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or

(ab) in failing to give and serve such notice he was acting within his legal rights.

(8) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3) (d) and (4) and whose employment terminates before such leave has been granted and has been taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him and taken by him as at the date of the termination.

(9) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include—

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

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

- (i) on leave in terms of this clause;
- (ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);
- (iii) at the instance of his employer;
- (iv) with the consent or condonation of his employer;
- (v) for any other reason not being in breach of the contract of employment,

amounting in the aggregate, in any period of 12 months, to not more than 15 weeks; and

(c) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months' employment, more than four months of such service;

and employment shall be deemed to commence—

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

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

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

(6) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op sodanige werknemer se eerste betaaldag na verstryking van die verlof, betaal word.

(7) 'n Werknemer wie se diens gedurende enige diensternyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige diensternyn 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii) of (1) (b) bedoel, een vierde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgewer ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoud (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan aftree;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermyn wat by klousule 12 voorgeskryf word, uit te dien, slegs geregtig sal wees om betaling ingevolge hierdie subklousule te eis ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgewer moes betaal tensy—

(aa) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ab) hy by versuim om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

(8) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (d) en (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem is.

(9) By die toepassing van hierdie klousule word die uitdrukkings "diens" en "diensternyn" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer betaal of 'n werknemer 'n werkgewer betaal in plaas van kennis te gee ingevolge klousule 12;

(b) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(iii) met die toedoen van sy werkgewer;

(iv) met die toestemming van of kwytstelling deur sy werkgewer;

(v) vir enige rede anders as 'n verbreking van sy dienskontrak;

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

en word diens geag te begin—

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

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

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

7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 36 work-days' sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first cycle of 36 months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(b) in the first 36 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (a), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so, the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 36 work-days. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed month of employment, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

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

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday,

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

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

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

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

(aa) on leave in terms of clause 6;

(ab) at the instance of his employer;

(ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in paragraph (b);

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of the contract of employment;

amounting in the aggregate, in any period of 36 months to not more than 30 weeks;

(ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding 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;

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van minstens 36 werkdae gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(a) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag ten opsigte van elke voltooiende maand diens;

(b) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (a) geregtig is, is sy werkgewer nie op daardie tydstop verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgewer moet egter by die verstryking van die eerste kringloop van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tydstop 'n bedrag uitbetaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongeskiktheid, tot 'n maksimum van 36 werkdae. Sodanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon ten tye van die aanvang van sy ongeskiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstryking van sodanige eerste kringloop beëindig word, hy daarop geregtig sal wees om betaling van sy werkgewer te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooiende maand van diens, en by die toepassing van hierdie voorbehoud beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy ongeskiktheid ontvang het;

(c) wanneer 'n werkgewer ingevolg enige wet gelde vir mediese of hospitaalbehandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

(a) vir langer as twee agtereenvolgende werkdae, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde vakansiedag,

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

(3) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

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

(aa) met verlof ingevolge klousule 6;

(ab) met die toedoen van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in paragraaf (b);

(ad) met die toestemming van of kwytstelling deur sy werkgewer;

(ae) vir enige rede anders as 'n verbreking van sy dienskontrak,

van altesaam hoogstens 30 weke in enige tydkring van 36 maande;

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

(iii) enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

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

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount of not less than the wage payable in terms of subclause (1);

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

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday*.—(a) Whenever an employee, other than a casual employee, does not work on a paid holiday and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

(b) Whenever an employee, other than a casual employee, works on a paid holiday, his employer shall pay him in respect of that day—

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such holiday or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on that day, and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than his daily wage; or

(iii) at the written request of his employee, an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on that day, and grant to him one extra day annual leave and pay him in respect of such leave an amount of not less than his daily wage.

(2) *Compensation for work on a Sunday*.—(a) Whenever an employee, other than a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he so works for not more than four hours, an amount equal to at least his daily wage; or

(ii) if he so works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever is the greater; or

(iii) an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than his daily wage; or

(iv) at the written request of his employee, an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him one extra day annual leave and pay him in respect of such leave an amount of not less than his daily wage.

(3) Whenever an employee works for a period which falls—

(a) partly on a paid holiday and partly on a Sunday, or

(b) partly on a paid holiday and partly on an ordinary work-day, or

(c) partly on a Sunday and partly on an ordinary work-day;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte onder die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

(b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar kragtens 'n ander wet van die werkgewer vereis word om die werknemer sy volle loon te betaal.

8. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgewer hom ten opsigte van daardie dag betaal—

(i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydskuur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op daardie dag werk en aan hom binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag betaal wat nie minder as sy dagloon is nie; of

(iii) met die skriftelike instemming van die werknemer, 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op daardie dag werk en aan hom een bykomende dag jaarlikse verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(2) *Vergoeding vir werk op 'n Sondag*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en sodanige dag is ook 'n betaalde vakansiedag, moet sy werkgewer hom vergoed op die grondslag by subklousule (1) (b) neergelê.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie, moet sy werkgewer hom—

(i) indien hy hoogstens vier uur werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter ook al die grootste is; of

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal; of

(iv) met die skriftelike instemming van die werknemer, 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom een bykomende dag jaarlikse verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(3) Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of

(c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double the hourly wage prescribed for, or double the lowest wage actually being paid to an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage of a qualified employee of that class as calculated in terms of clause 3 (4);

(b) to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(5) *Payment.*—The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

9. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

10. RATIO

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

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

(3) For the purposes of this clause—

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

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2), an employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

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

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

of the termination of contract, which shall be in writing except when given by an employee who is unable to write, 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 in the case of—

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

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

Provided that this shall not affect—

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

moet dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskuur wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n koers van dubbel die voorgeskrewe uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat van die los werknemer vereis word, verrig, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

(a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(b) om vir 'n tydskuur van minder as vier uur op 'n dag te werk dit geag word dat hy vier uur gewerk het.

(5) *Betaling.*—Die vergoeding wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

9. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

(1) iemand onder die ouderdom van 15 jaar in diens neem nie;

(2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

10. GETALSVERHOUDING

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

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

(3) By die toepassing van hierdie klousule—

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

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

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorpak, of ander beskermende klerie wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige artikel bly die eiendom van die werkgever.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2), moet 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

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

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

van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal, in die geval van—

(i) een werkdag kennisgewing, die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang,

(ii) een week kennisgewing, die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang:

Met dien verstande dat—

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

(ab) 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;

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

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

(i) on leave in terms of clause 6;

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

(iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any one year to not more than 15 weeks; and

(iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

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

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with, nor shall payment in lieu of notice be made in respect of a period running concurrently with an employee's absence—

(a) on leave granted in terms of clause 6;

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

(c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting to the aggregate in any one year to not more than 15 weeks;

(d) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which the employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I,
carrying on trade in the Accommodation Establishment Trade at

hereby certify that identity number
was employed by me from the day of 19.....
to the day of 19.....
as (*)

At the termination of employment this employee's wage was R

Signature of employer or authorised representative

Date

* State class in which employee was wholly or mainly engaged e.g. general assistant, waiter.

14. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees and, if an employee is unable to write, his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3) (a) in the presence of a person nominated by the employee and sign such entries.

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

(ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros,

nie hierdeur geraak word nie: Met dien verstande verder dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7;

(iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) vir altesaam hoogstens 15 weke in enige jaar;

(iv) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en kennis nie gegee mag word gedurende 'n werknemer se afwesigheid—

(a) met verlof toegestaan ingevolge klousule 6;

(b) met siekteverlof toegestaan ingevolge klousule 7;

(c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) vir altesaam hoogstens 15 weke in enige jaar;

(d) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dié wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgever van die vereiste kennisgewingstydperk afgesien het of die werknemer by versuim om kennis te gee en die kennisgewingstydperk uit te dien, binne sy wetlike regte gehandel het.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek
wat as werkgever die Huisvestingsinrigtingbedryf beoefen te
verklaar hierby dat identiteitsnommer
in my diens was vanaf die dag van 19.....
tot die dag van 19..... as (*)
By diensbeëindiging was hierdie werknemer se loon R

Handtekening van werkgever of gemagtigde
vertegenwoordiger

Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv algemene assistent, kelner.

14. BYWONINGSREGISTER

(1) 'n Werkgever moet in sy bedryfsinrigting 'n bywoningsregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inktlood die naam en klas van elk van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgever namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywing ten opsigte van punte (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings, in die teenwoordigheid van 'n persoon wat deur die werknemer aangewys is, onderteken.

ATTENDANCE REGISTER

Year..... Month.....		Entries to be made by employee												Remarks (if any)			
		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total num- ber of hours		Signature	By em- ployee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By in- spector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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31																	

Note.—Under heading “Off” and “On” in column referring to “intervals of work” insert time when interval commences and time when work is resumed.
An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

BYWONINGSREGISTER

Jaar..... Maand.....		(Naam van werknemer)										(Klas van werknemer)						
		Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)						
Datum	Dag van week	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word)	Deur inspekteur	
			Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week					
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Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word.
'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder, together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No. Name of employee
His class Week ended 19....

Day	In	Out	In	Out	Total
Sunday	..h..	..h..	..h..	..h..	..h..
Monday	..h..	..h..	..h..	..h..	..h..
Tuesday	..h..	..h..	..h..	..h..	..h..
Wednesday	..h..	..h..	..h..	..h..	..h..
Thursday	..h..	..h..	..h..	..h..	..h..
Friday	..h..	..h..	..h..	..h..	..h..
Saturday	..h..	..h..	..h..	..h..	..h..

(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 ink or indelible pencil in such attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of overtime worked for the day;
- (vi) the total number of hours worked for the day; and
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal and other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or on them.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 422, published under Government Notice R. 891 of 7 May 1982, as amended by Government Notice R. 1068 of 30 May 1986.)

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister, 'n halfoutomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van die einde van die week waarvoor die kaart gebruik moet word, voorsien.

No. Naam en klas van werknemer
Week geëindig 19....

Dag	In	Uit	In	Uit	Totaal
Sondag	..h..	..h..	..h..	..h..	..h..
Maandag	..h..	..h..	..h..	..h..	..h..
Dinsdag	..h..	..h..	..h..	..h..	..h..
Woensdag	..h..	..h..	..h..	..h..	..h..
Donderdag	..h..	..h..	..h..	..h..	..h..
Vrydag	..h..	..h..	..h..	..h..	..h..
Saterdag	..h..	..h..	..h..	..h..	..h..

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

(a) in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop werk vir die dag beëindig is.

(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 422, gepubliseer by Goewermenskennisgewing R. 891 van 7 Mei 1982, soos gewysig by Goewermenskennisgewing R. 1068 van 30 Mei 1986.)

Use it.

Don't abuse



it.

water is for everybody

Werk mooi daarmee.

Ons leef



daarvan.

water is kosbaar

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1988 to 30 September 1989, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

— o o —

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1988 tot 30 September 1989 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

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