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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1027

26 May 1989

WAGE ACT, 1957

WAGE DETERMINATION 461.—CATERING TRADE, CERTAIN AREAS

By direction of the Acting Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Acting Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Catering Trade, Certain Areas, and has fixed the 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 Catering Trade, as defined in subclause (3), and to all his employees in that trade: Provided that the Determination shall not apply to—

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

(b) a Manager as defined in subclause (5).

(2) Areas:

Cape Province—The Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg and the municipal areas of Aliwal North, Beacon Bay, Beaufort West, Brackenfell, Burgersdorp, Caledon, Ceres, Cradock, De Aar, Despatch, East London (excluding the village of Berlin), George, Gonubie, Gordon's Bay, Graaff-Reinet, Grahamstown, Hartenbos, Hermanus, Kimberley, King William's Town, Knysna, Kuils River, Kuruman, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Plettenberg Bay, Port Elizabeth, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vredenburg-Saldanha, Vryburg, Wellington and Worcester;

Natal—The Magisterial Districts of Chatsworth, Durban and Pinetown and the municipal areas of Dundee, Empangeni, Estcourt, Glencoe, Howick, Kokstad, Ladysmith, Margate, Newcastle, Pietermaritzburg, Port Shepstone, Scottburgh, Stanger, Umhlanga, Verulam and Vryheid;

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1027

26 Mei 1989

LOONWET, 1957

LOONVASSTELLING 461.—VERVERSINGS- BEDRYF, SEKERE GEBIEDE

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

(b) 'n bestuurder soos in subklousule (5) omskryf.

(2) Gebiede:

Kaaprovinsie—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg en die munisipale gebiede van Aliwal-Noord, Beacon Bay, Beaufort-Wes, Brackenfell, Burgersdorp, Caledon, Ceres, Cradock, De Aar, Despatch, George, Gonubie, Gordonsbaai, Graaff-Reinet, Grahamstad, Hartenbos, Hermanus, Kimberley, King William's Town, Knysna, Kuilsrivier, Kuruman, Malmesbury, Middelburg, Montagu, Mosselbaai, Oos-Londen (uitgesonderd die dorp Berlin), Oudtshoorn, Paarl, Plettenbergbaai, Port Elizabeth, Queenstown, Riversdal, Robertson, Somerset-Oos, Somerset-Wes, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vredenburg-Saldanha, Vryburg, Wellington en Worcester;

Natal—Die landdrostdistrikte Chatsworth, Durban en Pinetown en die munisipale gebiede van Dundee, Empangeni, Estcourt, Glencoe, Howick, Kokstad, Ladysmith, Margate, Newcastle, Pietermaritzburg, Port Shepstone, Scottburgh, Stanger, Umhlanga, Verulam en Vryheid;

Orange Free State—The municipal areas of Bethlehem, Bloemfontein, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal, Virginia and Welkom and the village management board area of Allanridge;

Transvaal—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria and Wonderboom and the municipal areas of Barberton, Bethal, Brits, Bronkhorstspuit, Carletonville, Christiana, Delmas, Ermelo, Evander, Fochville, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nigel, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Schweizer-Reneke, Secunda, Standerton, Stilfontein, Thabazimbi, Tzaneen, Vanderbijlpark, Vereeniging, Volksrust, Warmbaths, Witbank, White River, Wolmaransstad and Zeerust.

(3) "*Catering Trade*" or "*the Trade*", means the trade in which employers and employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or portion thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or portions thereof—

(a) which are used as public restaurants, cafés or tea-rooms;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

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

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

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held by such employers under the Liquor Act, 1977, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers or any activities which are subject to the jurisdiction of any industrial council, and further includes all operations incidental to or consequent on any of the aforesaid activities.

(4) "*New employer*" means a business newly established in the Trade, during the first 12 months of its existence in the Trade [see also the proviso to clause 3 (1) (a)].

(5) "*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 latter's absence.

2. DEFINITIONS

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

(1) "*bartender*" means an employee who is engaged in supplying liquor intended for customers to a wine steward, serving liquor to customers over a counter or receiving payment for any order taken or executed by him, and who is responsible for stock in a bar; (24)

(2) "*cashier*" means an employee who is engaged in receiving cash from or selling goods to customers or showing customers to their seats; (18)

(3) "*casual employee*" means an employee who is employed by the same employer on not more than three days of any week; (28)

(4) "*clerk*" means an employee who is engaged in writing, typing, filing, or any other form of clerical work and includes a cashier, a receptionist and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work; (20)

(5) "*cook*" means an employee, other than a grill-hand, kitchen-hand or pantry-hand, who is engaged in the preparation or cooking of food; (21)

Oranje-Vrystaat—Die munisipale gebiede van Bethlehem, Bloemfontein, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal, Virginia en Welkom en die dorpsbestuursgebied van Allanridge;

Transvaal—The landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria en Wonderboom en die munisipale gebiede van Barberton, Bethal, Brits, Bronkhorstspuit, Carletonville, Christiana, Delmas, Ermelo, Evander, Fochville, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nigel, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Schweizer-Reneke, Secunda, Standerton, Stilfontein, Thabazimbi, Tzaneen, Vanderbijlpark, Vereeniging, Volksrust, Warmbaths, Witbank, Wit-rivier, Wolmaransstad en Zeerust.

(3) "*Verversingsbedryf*" of "*die Bedryf*" beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy in die vorm van vloeistowwe of in ander vorms) of beide sodanige etes en verversings te berei of dit te bedien of te verskaf in of vanuit enige bedryfs-inrigting of gedeelte daarvan, hetsy permanent, tydelik, binnens- of buitenshuis, en dit sluit sodanige bedrywighede in wanneer uitgeoefen in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat as openbare restaurante, kafees of teekamers gebruik word;

(b) waar etes of alkoholvrye drankte bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in drinkglase of ander houers vir verbruik op die perseel verskaf word;

(d) waar bogenoemde bedrywighede uitgeoefen word in of in verband met enige teater, bioskoop, bioskoop-teekamer of ander onthaal of funksie;

en dit sluit ook in die verskaffing van alkoholiese drank in al sodanige bedryfsinrigtings of op sodanige persele ooreenkomstig 'n dranklisensie wat ingevolge die Drankwet, 1977, deur sodanige werkgewers gehou word, maar uitgesonderd hotelhouders, losieshuis- of huurkamerhuishouders of enige bedrywighede wat aan die gesag van enige nywerheidsraad onderworpe is, en dit omvat verder alle werksaamhede wat met enige van voormelde bedrywighede in verband staan of daaruit voortspruit.

(4) "*Nuwe werkgewer*" beteken 'n nuutgestigte besigheid in die Bedryf gedurende die eerste 12 maande van sy bestaan in die Bedryf [kyk ook die voorbehoud in klousule 3 (1) (a)].

(5) "*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 gebedig en wat in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en word 'n werknemer gegag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

(a) Hulp verleen of afleweringsvoertuie, uitgesonderd die bestuur daarvan of die uitvoer van herstelwerk;

(b) water kook;

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

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

(e) tuinwerk doen; paai of paadjies vee; bome of plantegroei afkap, vernietig of verwyder of heinings snoei;

(f) hitteverseëling van politeen- of soortgelyke voorafgevuilde houers;

(g) goedere op voertuie laai of van voertuie aflaai;

(h) pluimvee pluk of groente of vrugte met die hand of 'n hand-masjien afskil of opsny;

(6) "cook, first" means a cook who is in charge of the kitchen of an establishment in which one or more qualified cooks are employed: (22)

(7) "counterhand" means an employee who is engaged at a counter in serving meals or refreshments other than liquor, and who may receive cash therefor, and for the purposes of this definition the expression "counter" includes a soda fountain and a milk bar: (51)

(8) "day" means a period of 24 hours from midnight to midnight: Provided that in the case of a security guard or a watchman, it means a period of 24 hours calculated from the time an employee starts work: (7)

(9) "daily wage" means, except in the case of a casual employee or a special function employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week: (8)

(10) "delivery employee, Grade A," means an employee who is engaged in collecting or delivering messages, letters, documents or goods by means of a two or three-wheeled motor cycle, motor scooter or auto cycle with an engine capacity not exceeding 100 cm³ and who may collect cash for C.O.D. sales: (2)

(11) "delivery employee, Grade B," means an employee who is engaged in collecting or delivering messages, letters, documents or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle and who may collect cash for C.O.D. sales: (3)

(12) "dolly", means a trailer on which a semi-trailer rests and which converts the latter into a trailer: (12)

(13) "driver", means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive: (13)

(14) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, theft or a breakdown of plant or machinery 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: (36)

(15) "experience" in relation to—

(a) a bartender, clerk, cook, grill-hand, pantry-hand, staff cook, waiter or wine steward means the total period or periods of employment of an employee as a barman, clerk, cook, grill-hand, pantry-hand, staff cook, waiter or wine steward in any trade or in the service of a local authority or the State;

(b) a counterhand means the total period or periods of employment of an employee as a counterhand in any trade: (37)

(16) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg: (14)

(17) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg: (15)

(18) "general worker" means an employee who is engaged in any one or more of the following duties:

(a) Assisting on delivery vehicles, other than driving or effecting repairs;

(b) boiling water;

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

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

(e) gardening; sweeping roads or paths; cutting down, destroying or removing trees or vegetation or trimming hedges;

(f) heat closing of polythene or similar prefilled containers;

(g) loading or off-loading goods onto or from vehicles;

(i) vure maak of aan die brand hou of vullis of as verwyder;

(j) rubberstempelwerk waarby geen diskresie betrokke is nie;

(k) uniforms, oorpakke en ander beskermende klerre was of stryk; 'n wasmasjien bedien: (18)

(2) "besteller graad A" 'n werknemer wat boodskappe, briewe, dokumente of goedere deur middel van 'n twee- of driewielmotorfiets, bromponie of kragfiets, met 'n enjinkapasiteit van hoogstens 100 cm³ afhaal of aflewer en wat kontant vir KBA-verkope mag invorder: (10)

(3) "besteller graad B" 'n werknemer wat boodskappe, briewe, dokumente of goedere te voet of deur middel van 'n trapfiets, driewiel of 'n ander hand- of voervoertuig afhaal of aflewer en wat kontant vir KBA-verkope mag invorder: (11)

(4) "betaale vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte dag, Kersdag en enige ander dag wat 'n openbare feesdag ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952) is of wat ingevolge artikel 2 van daardie Wet tot 'n openbare feesdag verklaar is: (38)

(5) "bruto kombinasie massa" met betrekking tot 'n motorvoertuig (gelede) die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig en vrag, soos deur die vervaardiger daarvan gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal: (20)

(6) "bruto voertuig massa" met betrekking tot 'n motorvoertuig (nie-gelede) die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal: (21)

(7) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n sekuriteitswag of 'n wag, beteken dit 'n tydperk van 24 uur bereken vanaf die tydstop waarop so 'n werknemer begin werk: (8)

(8) "dagloon" behalwe in die geval van 'n los werknemer of 'n werknemer by 'n spesiale funksie, die werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk: (9)

(9) "deeltydse drywer" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf, maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomskriving omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat die werknemer dryf en alle tyd wat hy, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee: (40)

(10) "deeltydse teaterwerknemer" 'n werknemer wat as toonbankbediener, kelner of teaterverkoper vir hoogstens 31 gewone werkure per week in die vaste diens van 'n teater of bioskoop is: (42)

(11) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n deeltydse drywer of 'n deeltydse teaterwerknemer, wat vir hoogstens 25 gewone werkure in 'n week in die vaste diens van 'n bedryfsinrigting is: (41)

(12) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep: (12)

(13) "drywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskriving omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat die werknemer dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf: (13)

(14) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie massa meer as 16 000 kg maar hoogstens 25 000 kg is: (16)

(15) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig massa meer as 16 000 kg maar hoogstens 25 000 kg is: (17)

(16) "gekwaliseerd" met betrekking tot 'n werknemer, dat die tydperk van die werknemer se ondervinding in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalifiseerd" dat die tydperk van die werknemer se ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie: (43)

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

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

(j) rubber-stamping where no discretion is involved;

(k) washing or ironing uniforms, overalls or other protective clothing; attending to a washing machine; (1)

(19) "grill-hand" means no employee who is engaged in preparing grills, frying or cooking fish, chipped potatoes or eggs, making or cooking hamburgers, hot dogs or any other similar foodstuff in the preparation of which an open grill is used, or in making toasted or ordinary sandwiches; (42)

(20) "gross combination mass", in relation to a motor vehicle (articulated), means the maximum mass of any combination of vehicles, including that of the drawing motor vehicle and the load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (5)

(21) "gross vehicle mass", in relation to a motor vehicle (rigid), means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (6)

(22) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (47)

(23) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000; (48)

(24) "hourly wage" means, except in the case of a casual employee or a special function employee, an employee's weekly wage divided by his weekly ordinary hours of work; (54)

(25) "kitchen-hand" means an employee who, under the general supervision of a cook, is engaged in attending to any food in the process of cooking, basting meat or poultry, boiling milk, making toast, making tea or coffee or similar beverages, operating a power-driven dish-washing, garbage disposal or potato-peeling machine, or in filling butter or jam dishes or cruets; (23)

(26) "law" includes the common law; (59)

(27) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (26)

(28) "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; (4)

(29) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (30)

(30) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (31)

(31) "military service" means any period of service or training in terms of the Defence Act, 1957, (Act 44 of 1957); (32)

(32) "monthly wage" means an employee's weekly wage multiplied by four and a third; (29)

(33) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³ used for conveying goods and includes a mechanical horse, a motor cycle, a motor tricycle, an autocycle and a tractor; (23)

(34) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a dolly, semi-trailer or trailer; (34)

(35) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (35)

(36) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between the employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (17)

(37) "overtime" means that portion of any period worked by an employee during 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 during his free period or on a paid holiday; (39)

(17) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (36)

(18) "kassier" 'n werknemer wat geld van klante ontvang of goedere aan klante verkoop of klante hul siplekke aanwys; (2)

(19) "kelner" 'n werknemer, uitgesonderd 'n toonbankbediener, wynkelner of teaterverkoper, wat etes of verversings, uitgesonderd alkoholiese drank, aan klante bedien en wat betaling kan ontvang vir 'n bestelling deur hom gewerf, geneem of uitgevoer; eetgerei of breekgoed kan nagaan of tafels kan dek of afdek, en omvat ook 'n werknemer wat slaai of toebroodjies maak, koue etes of nagereg berei of roomys, bruismeld of ander nie-alkoholiese drank vir bediening aan klante gereedmaak; (56)

(20) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig, en 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; (4)

(21) "kok" 'n werknemer, uitgesonderd 'n roosterbediener, kombuiswerker of spensbediener, wat kos berei of kook; (5)

(22) "kok, eerste", 'n kok wat in beheer is van die kombuis van 'n bedryfs inrigting waarin een of meer gekwalifiseerde kokke in diens is; (6)

(22) "kombuiswerker" 'n werknemer wat onder die algemene toesig van 'n kok omsien na voedsel wat kook, vleis of pluimvee bedruip, melk kook, brood rooster, tee of koffie of dergelike drank maak, 'n kragangedrewe skottelgoedwas- of afvalmasjien of aartappelskiller bedien, of botter- of konfytποτε of standertjies vul; (25)

(24) "kroegman" 'n werknemer wat aan 'n wynkelner alkoholiese drank vir klante verskaf, alkoholiese drank oor 'n toonbank aan klante bedien of betaling ontvang vir 'n bestelling deur hom geneem of uitgevoer, en wat verantwoordelik is vir die voorraad in 'n kroeg; (1)

(25) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur nom getrek word; (46)

(26) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (27)

(27) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en "maandloon" en "weekloon" het 'n ooreenstemmende betekenis; (57)

(28) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (3)

(29) "maandloon" die werknemer se weekloon gemaak met vier en een derde; (32)

(30) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (29)

(31) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (30)

(32) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (31)

(33) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en sluit 'n voorspanmotor, trekker, 'n motorfiets, motor-driewiel en outofiets in; (33)

(34) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n drastel, leunwa of 'n sleepwa; (34)

(35) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (35)

(36) "noodwerk" —

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, diefstal, 'n epidemie, 'n gewelddaad, nywerheidsnorrus, '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;

(38) "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, Day of the Vow, Christmas Day and any other day which is a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1952 (Act No. 5 of 1952); (4)

(39) "pantry-hand" means an employee who is engaged in preparing cold dishes, dishing up meals or keeping a check on crockery, cutlery, glassware, napery or other pantry requirements, or in operating a powerdriven machine used in the preparation of meat, vegetables or other foodstuffs; (45)

(40) "part-time driver" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in a week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent while in charge of the vehicle, on work connected with the vehicle or the load; (9)

(41) "part-time employee" means an employee other than a part-time driver or a part-time theatre employee, employed permanently by the establishment for not more than 25 ordinary working hours in any week; (11)

(42) "part-time theatre employee" means an employee permanently as a counterhand, waiter or theatre vendor for not more than 31 ordinary hours of work in any week at a theatre or bioscope; (10)

(43) "qualified" with regard to an employee, means that the period of experience which an employee has had in his class entitles him to the highest wage rate prescribed for such class; conversely, "unqualified" means that his experience in his class does not entitle him to such highest wage rate; period of; (16)

(44) "receptionist" means an employee who is engaged in allocating seats to customers, showing customers to their seats, accepting and making reservations in respect of tables and who may also perform the work of a cashier; (38)

(45) "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; (43)

(46) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (25)

(47) "special function" means any special occasion such as a dance, dinner, reception, sports meeting, show or similar gathering at which meals or refreshments are provided or served; (46)

(48) "special function employee" means an employee employed by the hour to work at a special function; (57)

(49) "spread-over" means the period in any day from the time 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 calculated from the time an employee commences work; (58)

(50) "staff cook" means an employee who is engaged in the preparation or cooking of food solely for the employees of an establishment; (40)

(51) "supervisor" means an employee who is engaged in supervising the service in an establishment and in showing customers to their seats; (50)

(52) "theatre vendor" means an employee who sells refreshments in a theatre or bioscope from a container which he carries or propels; (49)

(53) "tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (52)

(54) "trailer" means a vehicle with is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly; (44)

(55) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (53)

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (14)

(37) "ondervinding", met betrekking tot—

(a) 'n kelner, klerk, kok, kroegman, persooncelkok, roosterbediener, spensbediener of 'n wynkelner, die totale tydperk of tydperke wat 'n werknemer as kelner, klerk, kok, kroegman, persooncelkok, roosterbediener, spensbediener of wynkelner in enige bedryf of in diens van 'n plaaslike owerheid of the Staat gewerk het;

(b) 'n toonbankbediener, die totale tydperk of tydperke wat 'n werknemer as toonbankbediener in enige bedryf gewerk het; (15)

(38) "ontvangsklerk" 'n werknemer wat sitplekke aan klante toewys, klante na hul sitplekke neem, besprekings vir tafels neem en maak en wat ook die werk van 'n kassier kan verrig; (44)

(39) "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 omvat nie 'n tydperk waarin 'n werknemer gedurende sy vry periode of op 'n betaalde vakansiedag vir sy werkgever werk nie; (37)

(40) "personeelkok" 'n werknemer wat kos uitsluitlik vir die werknemers van 'n bedryfsinrigting berei of gaarmaak; (50)

(41) "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 Regering, 1961, of in enige ander parlementêre wetgewing; (28)

(42) "roosterbediener" 'n werknemer wat roostergerigte berei, vis, aartappelskyfies of eiers bak of gaarmaak, hamburgers, worsbroodjies of enige ander soortgelyke voedselsoort maak of gaarmaak by die voorbereiding waarvan 'n oop rooster gebruik word, of wat geroosterde of gewone toebroodjies maak; (19)

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

(a) Goedere of voertuie deursoek;

(b) persone deursoek en, indien nodig, terughou;

(c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aantekene 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 van 'n wag te verrig; (45)

(44) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en sluit 'n drastel in; (54)

(45) "spensbediener" 'n werknemer wat koue geregte berei, etes opdis of beheer voer oor breekgoed, eetgerei, glasware, tafellinne of ander spensbenodighede, of wat 'n kragaangedrewe masjien bedien wat by die bereiding van vleis, groente of ander voedselsoorte gebruik word; (39)

(46) "spesiale funksie" enige spesiale geleentheid soos 'n dans, dinee, onthaal, sportbyeenkoms, 'n skou of dergelyke byeenkoms waar etes of verversings verskaf of bedien word; (47)

(47) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (22)

(48) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (23)

(49) "teaterverkoper" 'n werknemer wat in 'n teater of 'n bioskoop verversings verkoop vanuit 'n houer wat hy dra of stoot; (52)

(50) "toesighouer" 'n werknemer wat oor die bediening in 'n bedryfsinrigting toesig hou en klante hul sitplekke aanwys; (51)

(51) "toonbankbediener" 'n werknemer wat oor 'n toonbank etes of verversings, uitgesonderd alkoholiese drank, bedien en wat geld daarvoor in ontvangs kan neem, en by die toepassing van hierdie woordskrywing omvat die woord 'toonbank' ook 'n bruisbron en 'n melksalon; (7)

(52) "trekker" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (53)

(53) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 25 000 kg is; (55)

(56) "waiter" means an employee, other than a counterhand, wine steward or theatre vendor, who is engaged in serving meals or refreshments, other than liquor, to customers and who may receive payment for any order solicited, taken or executed by him, check cutlery or crockery or set or clear tables; and includes an employee who makes salads or sandwiches, prepared cold dishes or any dessert or ice-cream, milk-shakes, or other non-alcoholic beverages to be served to customers; (19)

(57) "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" and "weekly wage" have a corresponding meaning; (27)

(58) "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); (55)

(59) "week", in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (56)

(60) "wine steward" means an employee who serves liquor to customers and who may receive payment for any order taken or executed by him. (60)

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that a new employer as defined in clause 1 (4), may reduce such wages by not more than 10 per cent during the period of 12 months subsequent to the date after the first 12 months of his operating in the Trade expired, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(54) "uurloon" uitgesonderd in die geval van 'n los werknemer of 'n werknemer by 'n spesiale funksie, die werknemer se weekloon gedeel deur sy gewone weeklikse werkure; (24)

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

(a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (58)

(56) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (59)

(57) "werknemer by 'n spesiale funksie" 'n werknemer wat by die uur in diens geneem word om by 'n spesiale funksie te werk; (48)

(58) "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; (49)

(59) "wet" ook die gemene reg; (26)

(60) "wynkelner" 'n werknemer wat alkoholiese drank aan klante bedien en wat betaling kan ontvang vir 'n bestelling wat hy geneem of uitgevoer het. (6)

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) hieronder bepaal: Met dien verstande dat 'n nuwe werkgever, soos in klousule 1 (4) omskryf, sodanige lone met hoogstens 10 persent mag verminder gedurende die tydperk van 12 maande wat volg op die datum waarop die eerste 12 maande van sy bestaan in die Bedryf verstryk, waarna die minimum lone soos in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Employees, other than casual employees and part-time employees:

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pine-town, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Brackenfell, Carletonville, Kuils River, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark and Vereeniging				The municipal area of Beacons Bay, Bloemfontein, Despatch, East London (excluding the village of Berlin), Gordon's Bay, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Secunda, Somerset West, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington and Witbank and the village management board area of Allanridge				The municipal area of Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstown, Harrismith, Hartenbos, Heidelberg (Tvl), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenberg Bay, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, White River and Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month
Bartender—												
during the first year of experience	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	71,30	308,96	77,28	334,88
during the second year of experience	106,26	460,46	113,62	492,35	96,60	418,60	103,50	448,50	83,26	360,79	89,24	386,70
during the third year of experience	121,90	528,23	129,26	560,12	110,86	480,39	117,76	510,38	95,68	414,61	101,66	440,52
during the fourth year of experience	137,54	596,00	144,90	627,90	125,12	542,18	132,02	572,08	107,18	464,44	113,16	490,36
thereafter	153,18	663,73	160,54	695,67	139,84	605,97	146,74	635,87	119,60	518,26	125,59	544,18
Clerk—												
during the first year of experience	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	71,30	308,96	77,28	334,88
during the second year of experience	110,40	478,40	117,76	510,29	100,74	436,54	107,64	466,44	86,94	376,74	92,92	402,65
during the third year of experience	130,64	566,10	138,00	598,00	119,14	516,27	126,04	546,17	102,58	444,51	108,56	470,42
thereafter	150,88	653,81	158,24	685,70	137,54	596,00	144,44	625,90	117,76	510,29	123,74	536,20
Cook—												
during the first six months of experience	79,58	344,84	86,94	376,74	72,22	312,95	79,12	342,86	62,10	269,10	68,08	295,01
during the second six months of experience	83,26	360,79	90,62	392,68	75,44	326,90	82,34	356,80	64,86	281,06	70,84	306,97
during the third six months of experience	86,94	376,74	94,30	408,63	79,12	342,85	86,02	372,75	67,62	293,02	73,60	318,93
thereafter	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Cook, first	98,44	426,57	105,80	458,46	88,78	384,71	95,68	414,61	76,36	330,89	82,34	356,80
Counterhand—												
during the first six months of experience	79,58	344,84	86,94	376,74	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
during the second six months of experience	85,10	368,76	92,46	400,66	77,28	334,88	84,18	364,78	66,24	287,04	72,22	312,95
thereafter	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Delivery employee Grade A	79,58	344,84	86,94	376,74	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
Delivery employee Grade B	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Driver of—												
a light motor vehicle	87,86	308,72	95,22	412,62	79,58	344,84	86,48	374,74	68,54	297,00	74,52	382,92
a medium motor vehicle (articulated)	108,56	470,42	115,92	502,32	98,90	428,56	105,80	458,46	84,64	366,77	90,62	392,68
a medium motor vehicle (rigid)	104,42	452,48	111,78	484,38	94,76	410,62	101,66	440,52	81,42	352,82	87,40	378,73
a heavy motor vehicle (articulated)	125,58	544,18	132,94	576,07	114,54	496,34	121,44	526,24	97,98	424,58	103,96	450,49
a heavy motor vehicle (rigid)	120,52	522,25	127,88	554,14	109,94	576,40	116,84	506,30	94,30	408,63	100,28	434,54
an extra heavy motor vehicle (articulated)	138,92	601,98	146,28	633,88	126,96	550,16	133,86	580,06	108,56	470,42	114,54	496,34
an extra heavy motor vehicle (rigid)	133,40	578,06	140,76	609,96	121,44	526,24	128,34	556,14	103,96	450,49	109,94	470,40
an ultra heavy motor vehicle	144,90	627,90	152,26	659,79	132,48	574,08	139,98	603,98	113,16	490,36	119,14	516,27

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pine-town, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Brackenfell, Carletonville, Kuils River, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark and Vereeniging				The municipal area of Beacons Bay, Bloemfontein, Despatch, East London (excluding the village of Berlin), Gordon's Bay, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Secunda, Somerset West, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington and Witbank and the village management board area of Allanridge				The municipal area of Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstown, Harrismith, Hartenbos, Heidelberg (Tvl), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenberg Bay, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, White River and Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month
General worker—												
during the first six months of employment with the same employer	66,70	289,03	73,14	316,94	60,26	261,12	66,70	289,03	51,98	225,25	57,04	247,17
thereafter	74,06	310,92	81,42	352,82	76,16	291,02	74,06	320,92	57,50	249,16	63,48	275,08
Grill hand—												
during the first six months of experience	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
during the second six months of experience	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
thereafter	85,56	370,76	92,92	402,55	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Kitchen hand	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Pantry hand—												
during the first six months of experience	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
during the second six months of experience	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
thereafter	85,56	370,76	92,92	402,65	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Part-time driver	94,30	408,63	101,66	440,52	85,56	370,76	92,46	400,66	73,60	318,93	79,58	344,76
Part-time theatre employees—												
(i) counterhand	68,54	297,00	74,06	320,92	62,10	269,10	67,16	291,02	52,90	229,23	57,50	249,16
(ii) theatre vendor	68,54	297,00	74,06	320,92	62,10	269,10	67,16	291,02	52,90	229,23	57,50	249,16
(iii) waiter	66,70	289,03	72,22	312,95	60,26	261,12	65,78	285,04	51,98	225,24	56,58	245,18
Security guard	82,80	358,80	90,16	390,69	74,98	324,91	81,88	354,81	63,94	277,03	69,92	302,98
Staff cook	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Supervisor	158,70	687,69	166,06	719,50	144,44	625,90	151,34	655,80	124,20	538,20	130,18	564,11
Theatre vendor	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Waiter—												
during the first six months of experience	76,82	332,88	84,18	364,75	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
during the second six months of experience	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
thereafter	85,56	370,96	92,92	402,65	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Watchman	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Wine steward—												
during the first six months of experience	79,58	344,84	86,94	376,42	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
during the second six months of experience	85,10	368,76	92,46	400,66	77,28	334,88	84,18	364,78	66,24	287,04	72,22	312,95
thereafter	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Employee not specifically mentioned in this paragraph	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pine-town, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Brackenfell, Carletonville, Kuils River, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark and Vereeniging				The municipal area of Beacons Bay, Bloemfontein, Despatch, East London (excluding the village of Berlin), Gordon's Bay, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Secunda, Somerset West, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington and Witbank and the village management board area of Allanridge				The municipal area of Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstown, Harrismith, Hartenbos, Heidelberg (Tvl), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenberg Bay, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, White River and Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R
<i>Special function employees</i>												
Bartender	4,11	12,33	4,31	12,93	3,72	11,16	3,91	11,73	3,26	9,78	3,43	10,29
Cashier	4,03	12,09	4,23	12,69	3,67	11,01	3,85	11,55	3,23	9,69	3,38	10,17
Cook, first	2,63	7,89	2,83	8,49	2,36	7,08	2,54	7,62	2,01	6,03	2,17	6,51
Driver of—												
a light motor vehicle	2,35	7,05	2,54	7,62	2,12	6,36	2,30	6,90	1,80	5,40	1,96	5,88
a medium motor vehicle (articulated)	2,88	8,64	3,08	9,24	2,63	7,89	2,81	8,43	2,25	6,75	2,41	7,23
a medium motor vehicle (rigid)	2,77	8,31	2,97	8,91	2,53	7,59	2,71	8,13	2,17	6,51	2,32	6,96
a heavy motor vehicle (articulated)	3,35	10,05	3,55	10,65	3,05	9,15	3,23	9,69	2,65	7,95	2,81	8,43
a heavy motor vehicle (rigid)	3,20	9,60	3,40	10,20	2,93	8,29	3,12	9,36	2,50	7,50	2,66	7,98
an extra heavy motor vehicle (articulated)	3,71	11,13	3,91	11,73	3,38	10,14	3,56	10,68	2,88	8,64	3,04	9,12
an extra heavy motor vehicle (rigid)	3,56	10,68	3,76	11,28	3,23	9,69	3,41	10,23	2,76	8,28	2,91	8,73
an ultra heavy motor vehicle	3,87	11,61	4,07	12,21	3,53	10,59	3,71	11,13	3,01	9,03	3,17	9,51
General worker	1,97	5,91	2,16	6,48	1,78	5,37	1,97	5,91	1,52	4,56	1,68	5,04
Supervisor	4,24	12,72	4,43	13,29	3,84	11,52	4,02	12,06	3,32	9,96	3,48	10,44
Waiter	2,28	6,84	2,47	7,41	2,05	6,15	2,24	6,72	1,77	5,31	1,92	5,76
Wine steward	2,43	7,29	2,62	7,86	2,20	6,60	2,38	7,14	1,87	5,61	2,03	6,09

A During the first 12 months after this determination has come into operation

B Thereafter

	The municipal areas of Aliwal North, Beaufort West, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerfontein, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid and Warmbaths				The municipal areas of Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Nylstroom, Piet Retief, Riversdale, Robertson, Schweizer-Reneke, Senekal, Somerset East, Swellendam, Thabazimbi, Wolmaransstad and Zeerust			
	A	A	B	B	A	A	B	B
	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month
Bartender—								
during the first year of experience	68,54	297,00	74,06	320,92	63,94	277,02	68,54	297,00
during the second year of experience	79,12	342,85	84,64	366,77	73,14	316,94	77,74	336,87
during the third year of experience	89,70	388,70	95,22	412,62	82,80	358,80	87,40	378,73
during the fourth year of experience	100,28	434,54	105,80	458,47	92,00	398,66	96,60	418,60
thereafter	110,86	480,39	116,38	504,31	101,20	438,53	105,80	458,46

	The municipal areas of Aliwal North, Beaufort West, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerfont, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid and Warmbaths				The municipal areas of Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Nylstroom, Piet Retief, Riversdale, Robertson, Schweizer-Reneke, Senekal, Somerset East, Swellendam, Thabazimbi, Wolmaransstad and Zeerust			
	A	A	B	B	A	A	B	B
	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month
Clerk—								
during the first year of experience	68,54	297,00	74,06	320,92	63,94	277,02	68,54	297,00
during the second year of experience	81,42	352,82	86,94	376,74	75,90	328,90	80,50	348,83
during the third year of experience	94,76	410,62	100,28	434,54	87,86	380,72	92,46	400,66
thereafter	108,10	468,43	113,62	492,35	99,82	432,55	104,42	452,48
Cook—								
during the first six months of experience	57,04	247,17	62,56	271,09	49,60	215,28	54,28	235,21
during the second six months of experience	59,34	257,14	64,86	281,06	51,98	225,24	56,58	245,18
during the third six months of experience	62,10	269,10	67,62	293,02	54,28	235,21	58,88	255,14
thereafter	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Cook, first	69,92	302,98	75,44	326,90	60,72	263,12	65,32	283,05
Counterhand—								
during the first six months of experience	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
during the second six months of experience	60,72	263,12	66,24	287,04	52,90	229,23	57,50	249,16
thereafter	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Delivery employee Grade A	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
Delivery employee Grade B	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Driver of—								
a light motor vehicle	63,02	273,08	68,54	297,00	54,74	237,20	59,34	257,14
a medium motor vehicle (articulated)	77,74	336,87	83,26	360,79	67,62	293,02	72,22	312,95
a medium motor vehicle (rigid)	74,52	322,92	80,04	346,84	64,86	281,06	69,46	300,49
a heavy motor vehicle (articulated)	90,16	380,69	95,68	414,61	78,66	340,86	83,26	360,79
a heavy motor vehicle (rigid)	86,48	374,74	92,00	398,66	75,44	326,90	80,04	346,84
an extra heavy motor vehicle (articulated)	99,82	432,55	105,34	456,47	86,94	376,74	91,54	396,67
an extra heavy motor vehicle (rigid)	95,68	414,61	101,20	438,53	83,26	360,79	87,86	380,72
an ultra heavy motor vehicle	103,96	450,49	109,48	474,32	90,62	392,68	95,22	412,62
General worker—								
during the first six months employment with the same employer	47,84	207,31	52,44	227,24	41,40	179,40	45,54	197,34
thereafter	52,90	229,23	58,42	253,15	46,00	199,33	50,60	219,26
Grill hand—								
during the first six months of experience	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
during the second six months of experience	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
thereafter	60,72	263,12	66,24	287,04	53,36	231,22	57,96	251,16
Kitchen hand	55,20	239,20	60,72	262,12	47,84	207,31	52,44	227,24
Pantry hand—								
during the first six month of experience	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
during the second six months of experience	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
thereafter	60,72	265,12	66,24	287,04	53,36	231,22	57,96	251,16
Part-time driver	68,54	297,00	74,06	320,92	58,88	255,14	63,48	275,08

	The municipal areas of Aliwal North, Beaufort West, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerfont, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid and Warmbaths				The municipal areas of Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Tri-chardt, Lydenburg, Middelburg (Cape), Montagu, Nylstroom, Piet Retief, Riversdale, Robertson, Schweizer-Reneke, Senekal, Somerset East, Swellendam, Thabazimbi, Wolmaransstad and Zeerust			
	A	A	B	B	A	A	B	B
	R per week	R per month	R per week	R per month	R per week	R per month	R per week	R per month
<i>Pari-time theatre employees —</i>								
(i) counterhand	49,22	213,29	53,36	231,23	42,78	185,38	46,00	199,33
(ii) theatre vendor	49,22	213,29	53,36	231,23	42,78	185,38	46,00	199,33
(iii) waiter	47,38	205,31	51,52	223,25	41,40	179,40	45,08	195,35
Security guard	59,34	257,14	64,86	281,06	51,06	221,26	55,66	241,19
Staff cook	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Supervisor	115,92	502,32	121,44	526,24	104,88	454,48	109,48	474,41
Theatre vendor	64,86	281,06	70,38	304,98	56,58	245,18	61,16	265,11
Waiter —								
during the first six months of experience	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
during the second six months of experience	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
thereafter	60,76	263,12	66,24	287,04	53,36	231,22	57,96	251,16
Watchman	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Wine steward —								
during the first six months of experience	57,04	247,19	62,56	271,09	49,68	215,28	54,28	235,21
during the second six months of experience	60,72	263,12	66,24	287,04	52,90	229,23	57,50	249,16
thereafter	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Employee not specifically mentioned in this paragraph	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R	R per hour	Minimum for any function R
<i>Special function employees —</i>								
Bartender	3,05	9,15	3,21	9,63	2,82	8,46	2,95	8,85
Cashier	3,03	9,09	3,18	9,54	2,77	8,31	2,90	8,70
Cook, first	1,86	5,58	2,01	6,03	1,62	4,86	1,75	5,25
Driver of —								
a light motor vehicle	1,68	5,04	1,83	5,49	1,45	4,35	1,57	4,71
a medium motor vehicle (articulated)	2,08	6,24	2,23	6,69	1,80	5,40	1,92	5,76
a medium motor vehicle (rigid)	2,00	6,00	2,15	6,45	1,73	5,19	1,85	5,55
a heavy motor vehicle (articulated)	2,41	7,23	2,56	7,68	2,09	6,27	2,21	6,63
a heavy motor vehicle (rigid)	2,31	6,93	2,46	7,38	2,00	6,00	2,12	6,36
an extra heavy motor vehicle (articulated)	2,66	7,98	2,81	8,43	2,32	6,96	2,44	7,32
an extra heavy motor vehicle (rigid)	2,55	7,65	2,70	8,10	2,22	6,66	2,34	7,02
an ultra heavy motor vehicle	2,79	8,37	2,94	8,82	2,42	7,26	2,54	7,62
General worker	1,41	4,23	1,55	4,65	1,22	3,66	1,34	4,02
Supervisor	3,15	9,45	3,30	9,90	2,88	8,64	3,00	9,00
Waiter	1,62	4,86	1,77	5,31	1,42	4,26	1,54	4,62
Wine steward	1,73	5,19	1,88	5,64	1,51	4,53	1,63	4,89

A During the first 12 months after this determination has come into operation

B Thereafter

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pine-town, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede van Brackenfell, Carletonville, Kuilsrivier, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark en Verceniging				Die munisipale gebiede van Beacon Bay, Bloemfontein, Despatch, Gordonsbaai, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen (met uitsondering van die dorp Berlin), Orkney Pietermaritzburg, Potchefstroom, Secunda, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington en Witbank en die dorpsbestuursraadgebied Allanridge				Die munisipale gebiede van Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstad, Harrismith, Hartenbos, Heidelberg (Tvl), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl.), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenbergbaai, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, Witrivier en Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Algemene werker—												
gedurende die eerste ses maande diens by dieselfde werkgewer	66,70	289,03	73,14	316,94	60,26	261,12	66,70	289,03	51,98	225,24	57,04	247,17
daarna	74,06	320,92	81,42	352,82	67,16	291,02	74,06	320,92	57,50	249,16	63,48	275,08
Besteller graad A	79,58	344,84	86,94	376,74	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
Besteller graad B	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Deeltydse drywer	94,30	408,63	101,66	440,52	85,56	370,76	92,46	400,66	73,60	318,93	79,58	344,76
Deeltydse teaterwerknemers												
(i) kelner	66,70	289,03	72,22	312,95	60,26	261,12	65,78	285,04	51,98	225,24	56,58	245,18
(ii) teaterverkoper	68,54	297,00	74,06	320,92	62,10	269,10	67,16	291,02	52,90	229,23	57,50	249,16
(iii) toonbankbediener	68,54	297,00	74,06	320,92	62,10	269,10	67,16	291,02	52,90	229,23	57,50	249,16
Drywer van—												
'n ligte motorvoertuig	87,86	308,72	95,22	412,62	79,58	344,84	86,48	374,74	68,54	297,00	74,52	322,92
'n medium motorvoertuig (gelede)	108,56	470,42	115,92	502,32	98,90	428,56	105,80	458,46	84,64	366,77	90,62	392,68
'n medium motorvoertuig (nie-gelede)	104,42	452,48	111,78	484,38	94,76	410,62	101,66	440,52	81,42	352,82	87,40	378,73
'n swaar motorvoertuig (gelede)	125,58	544,18	132,94	576,07	114,54	496,34	121,44	526,24	97,98	424,58	103,96	450,49
'n swaar motorvoertuig (nie-gelede)	120,52	522,25	127,88	554,14	109,94	476,40	116,84	506,30	94,30	408,63	100,28	434,54
'n ekstra swaar motorvoertuig (gelede)	138,92	601,98	146,28	633,88	126,96	550,16	133,86	580,06	108,56	470,42	114,54	496,34
'n ekstra swaar motorvoertuig (nie-gelede)	133,40	578,06	140,76	609,96	121,44	526,24	128,34	556,14	103,96	450,49	109,94	476,40
'n ultra swaar motorvoertuig	144,90	627,90	152,26	659,79	132,48	574,08	139,98	603,98	113,16	490,36	119,14	516,27
Kelner—												
gedurende die eerste ses maande ondervinding	76,82	332,88	84,18	364,75	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
gedurende die tweede ses maande ondervinding	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
daarna	85,56	370,76	92,92	402,65	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Klerk—												
gedurende die eerste jaar ondervinding	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	71,30	308,96	77,28	334,88
gedurende die tweede jaar ondervinding	110,40	478,40	117,76	510,29	100,74	436,54	107,64	466,44	86,94	376,74	92,92	402,65
gedurende die derde jaar ondervinding	130,64	566,10	138,00	598,00	119,14	516,27	126,04	546,17	102,58	444,51	108,56	470,42
daarna	150,88	653,81	158,24	685,70	137,54	596,00	144,44	625,90	117,76	510,29	123,74	536,20
Kok—												
gedurende die eerste ses maande ondervinding	79,58	344,84	86,94	376,74	72,22	312,95	79,12	342,85	62,10	269,10	68,08	295,01
gedurende die tweede ses maande ondervinding	83,26	360,79	90,62	392,68	75,44	326,90	82,34	356,80	64,86	281,06	70,84	306,97
gedurende die derde ses maande ondervinding	86,94	376,74	94,30	408,63	79,12	342,85	86,02	372,75	67,62	293,02	73,60	318,93
daarna	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Kok, eerste	98,44	426,57	105,80	458,46	88,78	384,71	95,68	414,61	76,36	330,89	82,34	356,80
Kombuiswerker	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pine-town, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede van Brackenfell, Carletonville, Kuilsrivier, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark en Vereeniging				Die munisipale gebiede van Beacon Bay, Bloemfontein, Despatch, Gordonsbaai, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen (met uitsondering van die dorp Berlin), Orkney Pietermaritzburg, Potchefstroom, Secunda, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington en Witbank en die dorpsbestuursraadgebied Allanridge				Die munisipale gebiede van Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstad, Harrismith, Hartenbos, Heidelberg (Tvl), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl.), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenbergbaai, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, Witrivier en Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Kroegman—												
gedurende die eerste jaar ondervinding	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	71,30	308,96	77,28	334,88
gedurende die tweede jaar ondervinding	106,26	460,46	113,62	492,35	96,60	418,60	103,50	448,50	83,26	360,79	89,24	386,70
gedurende die derde jaar ondervinding	121,90	528,23	129,26	560,12	110,86	480,39	117,76	510,38	95,68	414,61	101,66	440,52
gedurende die vierde jaar ondervinding	137,54	596,00	1440,90	627,90	125,12	542,18	132,02	572,08	107,18	464,44	113,16	490,36
daarna	153,18	663,73	160,54	695,67	139,84	605,97	146,74	635,87	119,60	518,26	125,58	544,18
Personeelkok	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Roosterbediener—												
gedurende die eerste ses maande ondervinding	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
gedurende die tweede ses maande ondervinding	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
daarna	85,56	370,76	92,92	402,65	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Sekuriteitswag	82,80	358,80	90,16	390,69	74,98	324,91	81,88	354,81	63,94	277,07	69,92	302,98
Spensbediener—												
gedurende die eerste ses maande ondervinding	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
gedurende die tweede ses maande ondervinding	81,42	352,82	88,78	384,71	73,60	318,93	80,50	348,83	63,02	273,08	69,00	299,00
daarna	85,56	370,76	92,92	402,65	77,74	336,87	84,64	366,77	66,70	289,03	72,68	314,94
Teaterverkoper	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Toesighouer	158,70	687,69	166,06	719,59	144,44	625,90	151,34	655,80	124,20	538,20	130,18	564,11
Toonbankbediener—												
gedurende die eerste ses maande ondervinding	79,58	344,84	86,94	376,74	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
gedurende die tweede ses maande ondervinding	85,10	368,76	92,46	400,66	77,28	334,88	84,18	364,78	66,24	287,04	72,22	312,95
daarna	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Wag	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04
Wynkelner—												
gedurende die eerste ses maande ondervinding	79,58	344,84	86,94	376,74	72,22	312,71	79,12	342,59	62,10	269,10	68,08	295,01
gedurende die tweede ses maande ondervinding	85,10	368,76	92,46	400,66	77,28	334,88	84,18	364,78	66,24	287,04	72,22	312,95
daarna	90,62	392,68	97,98	424,58	82,34	356,80	89,24	386,70	70,38	304,98	76,36	330,89
Werknemer nie uitdruklik in hierdie paragraaf gemeld nie	76,82	332,88	84,18	364,78	69,92	302,98	76,82	332,88	59,80	259,13	65,78	285,04

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pinetown, Pretoria, Randburg, Randfontein, Rodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede van Brackenfell, Carletonville, Kuilsrivier, Meyerton, Nigel, Paarl, Port Elizabeth, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark en Vereeniging				Die munisipale gebiede van Beacon Bay, Bloemfontein, Despatch, Gordonsbaai, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen (met uitsondering van die dorp Berlin), Orkney Pietermaritzburg, Potchefstroom, Secunda, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Virginia, Welkom, Wellington en Witbank en die dorpsbestuursraadgebied Allanridge				Die munisipale gebiede van Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Grahamstad, Harrismith, Hartenbos, Heidelberg (Tvl.), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Margate, Middelburg (Tvl), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Plettenbergbaai, Potgietersrus, Port Shepstone, Queenstown, Rustenburg, Scottburgh, Upington, Verulam, Witrivier en Worcester			
	A	A	B	B	A	A	B	B	A	A	B	B
	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R
<i>Werknemers by 'n spesiale funksie—</i>												
Algemene werker	1,97	5,91	2,16	6,48	1,79	5,37	1,97	5,91	1,5	4,56	1,68	5,04
<i>Drywer van—</i>												
'n ligte motorvoertuig	2,35	7,05	2,54	7,62	2,12	6,36	2,30	6,90	1,80	5,40	1,96	5,88
'n medium motorvoertuig (gelede)	2,88	8,64	3,08	9,24	2,63	7,89	2,81	8,43	2,25	6,75	2,41	7,23
'n medium motorvoertuig (nie-gelede)	2,77	8,31	2,97	8,91	2,53	7,59	2,71	8,13	2,17	6,51	2,32	6,96
'n swaar motorvoertuig (gelede)	3,35	10,05	3,55	10,65	3,05	9,15	3,23	9,69	2,65	7,95	2,81	8,43
'n swaar motorvoertuig (nie-gelede)	3,20	9,60	3,40	10,20	2,93	8,79	3,12	9,36	2,50	7,50	2,66	7,98
'n ekstra swaar motorvoertuig (gelede)	3,71	11,13	3,91	11,73	3,38	10,14	3,56	10,68	2,88	8,64	3,04	9,12
'n ekstra swaar motorvoertuig (nie-gelede)	3,56	10,68	3,76	11,28	3,23	9,69	3,41	10,23	2,76	8,28	2,91	8,73
'n ultra swaar motorvoertuig	3,87	11,61	4,07	12,21	3,53	10,59	3,71	11,13	3,01	9,03	3,17	9,51
Kassier	4,03	12,09	4,23	12,69	3,67	11,01	3,85	11,55	3,23	9,69	3,39	10,17
Kelner	2,28	6,84	2,47	7,41	2,05	6,15	2,24	6,72	1,77	5,31	1,92	5,76
Kok, eerste	2,63	7,89	2,83	8,49	2,36	7,08	2,54	7,62	2,01	6,03	2,17	6,51
Kroegman	4,11	12,33	4,31	12,93	3,72	11,16	3,91	11,73	3,26	9,78	3,43	10,29
Toesighouer	4,24	12,72	4,43	13,29	3,84	11,52	4,02	12,06	3,32	9,96	3,48	10,44
Wynkelner	2,43	7,29	2,62	7,86	2,20	6,60	2,38	7,14	1,87	5,61	2,03	6,09

A Gedurende die eerste 12 maande nadat hierdie Vasstelling in werking getree het

B Daarna

	Die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerton, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid en Warmbad				Die munisipale gebiede van Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (KP), Montagu, Nylstroom, Piet Retief, Riversdal, Robertson, Schweizer-Reneke, Senekal, Somerset-Oos, Swellendam, Thabazimbi, Wolmaransstad en Zeerust			
	A	A	B	B	A	A	B	B
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Algemene werker—								
gedurende die eerste ses maande diens by dieselfde werkgewer	47,84	207,31	52,44	227,24	41,40	179,40	45,54	197,34
daarna	52,90	229,23	58,42	253,15	46,00	199,33	50,60	219,26
Besteller graad A	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
Besteller graad B	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Deeltydse drywer	68,54	297,00	74,06	320,92	58,88	255,14	63,48	275,08
Deeltydse teaterwerknemers								
(i) kelner	47,38	205,31	51,52	223,25	41,40	179,40	45,08	195,35
(ii) teaterverkoper	49,22	213,29	53,36	231,23	42,78	185,38	46,00	199,33
(iii) toonbankbediener	49,22	213,29	53,36	231,23	42,78	185,38	46,00	199,33
Drywer van—								
'n ligte motorvoertuig	63,02	273,08	68,54	297,00	54,74	237,20	59,34	257,14
'n medium motorvoertuig (gelede)	77,74	336,87	83,26	360,79	67,62	293,02	72,22	312,95
'n medium motorvoertuig (nie-gelede)	74,52	322,92	80,04	346,84	64,86	281,06	69,46	300,99
'n swaar motorvoertuig (gelede)	90,16	390,69	95,68	414,61	78,66	340,86	83,26	360,79
'n swaar motorvoertuig (nie-gelede)	86,48	374,74	92,00	398,66	75,44	326,90	80,04	346,84
'n ekstra swaar motorvoertuig (gelede)	99,82	432,55	105,34	456,47	86,94	376,74	91,54	396,67
'n ekstra swaar motorvoertuig (nie-gelede)	95,68	414,61	101,20	438,53	83,26	360,79	87,86	380,72
'n ultra swaar motorvoertuig	103,96	450,49	109,48	474,32	90,62	392,68	95,22	412,62
Kelner—								
gedurende die eerste ses maande ondervinding	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
gedurende die tweede ses maande ondervinding	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
daarna	60,72	263,12	66,24	287,04	53,36	231,22	57,96	251,16
Klerk—								
gedurende die eerste jaar ondervinding	68,54	297,00	74,06	320,92	63,94	277,07	68,54	297,00
gedurende die tweede jaar ondervinding	81,42	352,82	86,94	376,74	75,90	328,90	80,50	348,83
gedurende die derde jaar ondervinding	94,76	410,62	100,28	434,54	87,86	380,72	92,46	400,66
daarna	108,10	468,43	113,62	492,35	99,82	432,55	104,42	452,48
Kok—								
gedurende die eerste ses maande ondervinding	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
gedurende die tweede ses maande ondervinding	59,34	257,14	64,86	281,06	51,98	225,24	56,58	245,18
gedurende die derde ses maande ondervinding	62,10	269,10	67,62	293,02	54,28	235,21	58,88	255,14
daarna	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Kok, eerste	69,92	302,98	75,44	326,90	60,72	263,12	65,32	283,05
Kombuiswerker	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24

	Die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerton, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid en Warmbad				Die munisipale gebiede van Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (KP), Montagu, Nylstroom, Piet Retief, Riversdal, Robertson, Schweizer-Reneke, Senekal, Somerset-Oos, Swellendam, Thabazimbi, Wolmaransstad en Zeerust			
	A	A	B	B	A	A	B	B
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Kroegman—								
gedurende die eerste jaar ondervinding	68,54	297,00	74,06	320,92	63,94	277,07	68,54	297,00
gedurende die tweede jaar ondervinding	79,12	342,85	84,64	366,77	73,14	316,94	77,74	336,87
gedurende die derde jaar ondervinding	89,70	388,70	95,22	412,62	82,80	358,80	87,40	378,73
gedurende die vierde jaar ondervinding	100,28	434,54	105,80	458,47	92,00	398,66	96,60	418,60
daarna	110,86	480,39	116,38	504,31	101,20	438,53	105,80	458,46
Personeelkok	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Roosterbediener—								
gedurende die eerste ses maande ondervinding	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
gedurende die tweede ses maande ondervinding	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
daarna	60,72	263,12	66,24	287,04	53,36	231,22	57,96	251,16
Sekuriteitswag	59,34	257,14	64,86	281,06	51,06	221,26	55,66	241,19
Spensbediener—								
gedurende die eerste ses maande ondervinding	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
gedurende die tweede ses maande ondervinding	57,96	251,16	63,48	275,08	50,60	219,26	55,20	239,20
daarna	60,72	263,12	66,24	287,04	53,36	231,22	57,96	251,16
Teaterverkoper	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Toesighouer	115,92	502,32	121,44	526,24	104,88	454,48	109,48	474,41
Toonbankbediener—								
gedurende die eerste ses maande ondervinding	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
gedurende die tweede ses maande ondervinding	60,72	263,12	66,24	287,04	52,90	229,23	57,50	249,16
daarna	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Wag	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
Wynkelner—								
gedurende die eerste ses maande ondervinding	57,04	247,17	62,56	271,09	49,68	215,28	54,28	235,21
gedurende die tweede ses maande ondervinding	60,72	263,12	66,24	287,04	52,90	229,23	57,50	249,16
daarna	64,86	281,06	70,38	304,98	56,58	245,18	61,18	265,11
Werknemer nie uitdruklik in hierdie paragraaf gemeld nie	55,20	239,20	60,72	263,12	47,84	207,31	52,44	227,24
	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R
Werknemers by 'n spesiale funksie—								
Algemene werker	1,41	4,23	1,55	4,65	1,22	3,66	1,34	4,02
Drywer van—								
'n ligte motorvoertuig	1,68	5,04	1,83	5,49	1,45	4,35	1,57	4,71
'n medium motorvoertuig (gelede)	2,08	6,24	2,23	6,69	1,80	5,40	1,92	5,76
'n medium motorvoertuig (nie-gelede)	2,00	6,00	2,15	6,45	1,73	5,19	1,85	5,55

	Die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Howick, King William's Town, Malmesbury, Phalaborwa, Standerton, Stanger, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid en Warmbad				Die munisipale gebiede van Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (KP), Montagu, Nylstroom, Piët Retief, Riversdal, Robertson, Schweizer-Reneke, Senekal, Somerset-Oos, Swellendam, Thabazimbi, Wolmaransstad en Zeerust			
	A	A	B	B	A	A	B	B
	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R	R per uur	Minimum vir enige funksie R
'n swaar motorvoertuig (gelede)	2,41	7,23	2,56	7,68	2,09	6,27	2,21	6,63
'n swaar motorvoertuig (nie-gelede)	2,31	6,93	2,46	7,38	2,00	6,00	2,12	6,36
'n ekstra swaar motorvoertuig (gelede)	2,66	7,98	2,81	8,43	2,32	6,96	2,44	7,32
'n ekstra swaar motorvoertuig (nie-gelede)	2,55	7,65	2,70	8,10	2,22	6,66	2,34	7,02
'n ultra swaar motorvoertuig	2,79	8,37	2,94	8,82	2,42	7,26	2,54	7,62
Kassier	3,03	9,09	3,18	9,54	2,77	8,31	2,90	8,70
Kelner	1,62	4,86	1,77	5,31	1,42	4,26	1,54	4,62
Kok, eerste	1,86	5,58	2,01	6,03	1,62	4,86	1,75	5,25
Kroegman	3,05	9,15	3,21	9,63	2,82	8,46	2,95	8,85
Toesighouer	3,15	9,45	3,30	9,90	2,88	8,64	3,00	9,00
Wynkelner	1,73	5,19	1,88	5,64	1,51	4,53	1,63	4,89

A Gedurende die eerste 12 maande nadat hierdie Vastelling in werking getree het

B Daarna

(c) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period excluding overtime worked by him on any day, other than a paid holiday, not less than the hourly wage prescribed in paragraph (b) for an employee in the same area who performs the same class or work as the casual employee is required to do, or not less than the hourly wage or the hourly 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 “hourly wage” shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, such employee shall be deemed to have worked for four hours.

(d) *Part-time employees.*—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee in the same area for the same class of work and with the same experience, having due regard to the definition “experience”.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee or a special function employee, shall be on a weekly basis, and, save as provided in subclause (1) (d) and clause 4 (6), he shall be paid in respect of a week not less than the full weekly 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 week worked the maximum number or 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 paragraph 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 monthly 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 and special function employees.*—Save as provided in clauses 6 (5) and (6), any amount due to an employee, other than a casual employee or a special function employee, shall be paid weekly, fortnightly or monthly in cash, or with the consent of the employee by cheque, during his ordinary hours of work, or within 14 minutes thereafter on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

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

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n los werknemer ten opsigte van die totale tydskuur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag werk, minstens die uurloon voorgeskryf by paragraaf (b) vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal word, of minstens die uurloon of die ekwivalent van die uurloon wat werklik aan sodanige ander werknemer betaal word, watter 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 klas aan wie die laagste loon betaal word, beteken;

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

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking “uurloon” die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

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

(d) *Deeltydse werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n deeltydse werknemer minstens 60 persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, vir dieselfde klas werk en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskrywing van “ondervinding”.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, op 'n weeklikse grondslag berus en, behoudens subklousule (1) (d) en klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing 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 week die maksimum getal gewone werkure wat vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—Behoudens die voorbehoudsbepaling 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 voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers en werknemers by 'n spesiale funksie.*—Behoudens klousule 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, weekliks, tweeweekliks of 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 sy bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houër 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) the period in respect of which payment is made;
- (d) the number or ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a paid holiday or during his free period;
- (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;

(iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

(2) *Casual employees and special function employees.*—An employer shall pay the remuneration due to a casual employee or a special function employee, in cash on termination of 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 of 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, meals or rations.*—Subject to any other law, an employer shall not require his employee to accept accommodation, meals or rations 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, meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week	Per month
(i) Accommodation	R1,50	R6,50
(ii) Meals and/or rations	R3,00	R13,00
(iii) Accommodation and meals and/or rations	R4,50	R19,50

(e) 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;

(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 oordig gewerk het;

(f) die getal ure wat die werknemer op 'n betaalde vakansiedag of gedurende sy vry periode 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 daardeur geraak word;

(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;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit is, verstrekkend hoeft te word nie.

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

(3) *Premies.*—Behoudens die bepalinge 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, etes of rantsoene.*—Behoudens die bepalinge van enige ander Wet, mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

(6) *Afrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë 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-, siektebystand-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledigheid van 'n vakvereniging;

(b) behoudens andersluidende bepalinge 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 werkure 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, etes of rantsoene van sy werkgever aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
(i) Huisvesting	R1,50	R6,50
(ii) Etes en/of rantsoene	R3,00	R13,00
(iii) Huisvesting, etes en/of rantsoene	R4,50	R19,50

(e) 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) 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;

(f) with the written consent of the employee, any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan of advance 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 security guard or a watchman—

(i) 60 in any week; and

(ii) subject to subparagraph (i), 12 on any day;

(b) a part-time employee—

(i) 25 in any week; and

(ii) subject to subparagraph (1) five on any day;

(c) a part-time theatre employee—

(i) 31 in any week; and

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

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

(e) any other employee—

(i) 46 in a week; and

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

(2) *Free periods.*—An employer shall grant to each of his employees one free period of not less than 24 consecutive hours in every week: Provided that if an employee works during his free period, the hours so worked shall not form part of the ordinary hours prescribed in subclause (1) for such employee.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime.

(4) *Spread-over.*—No employer shall require or permit an employee to work a spread-over of more than 12 hours: Provided that if overtime is worked the said spread-over may be exceeded to the extent by which the ordinary working hours plus the overtime and any meal interval exceed 12 hours on any day.

(5) *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 on any day;

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

(c) any other class of employee, three hours on any day and 10 hours in any week: Provided that the limitation of overtime prescribed in this subclause may be exceeded by not more than 20 hours during the period 15 December to 14 January, but in such a manner that the daily limitation is not exceeded.

(6) *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 a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by such employee;

(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;

(f) met die skriftelike toestemming van die werknemer, enige bedrag deur die werkgever aan hom geleen of voorgesket: Met dien verstande dat enige aftrekking vir die terugbetaling van sodanige lening of voorskot nie een derde van die totale besoldiging aan die werknemer op die betrokke betaaldag verskuldig, te bowe sal gaan nie.

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

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

(a) 'n sekuriteitswag of 'n wag—

(i) 60 in 'n week; en

(ii) behoudens subparagraaf (i), 12 op 'n dag;

(b) 'n deeltydse werknemer—

(i) 25 in 'n week; en

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

(c) 'n deeltydse teaterwerknemer—

(i) 31 in 'n week; en

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

(d) 'n los werknemer, nege op 'n dag: Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag of wag moet verrig, hy hoogstens 12 gewone werkure op enige dag mag werk;

(e) enige ander werknemer—

(i) 46 in 'n week; en

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

(2) *Vry periode.*—'n Werkgever moet aan elkeen van sy werknemers een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan: Met dien verstande dat indien 'n werknemer gedurende sy vry periode werk, die ure so gewerk nie deel van die gewone werkure by subklousule (1) vir sodanige werknemer bepaal, uitmaak nie.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie.

(4) *Werkspreading.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om 'n werkspreading van langer as 12 uur te werk nie: Met dien verstande dat indien daar oortyd gewerk word, genoemde werkspreading verleng kan word in die mate waarmee die gewone werkure plus die oortyd en enige etenspouse 12 uur op 'n dag oorskry.

(5) *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 met die werknemer aangegaan en sodanige oortyd mag nie meer wees nie as in die geval van—

(a) 'n loswerknemer, drie uur op 'n dag;

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

(c) enige ander klas werknemer, drie uur op 'n dag en 10 uur in 'n week;

Met dien verstande dat die beperking van oortydwerk voorgeskrif in hierdie subklousule, met hoogstens 20 uur gedurende die tydperk 15 Desember tot 14 Januarie oorskry mag word, maar op so 'n wyse dat die daaglikse perk nie oorskry word nie.

(6) *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 10 uur in enige week oorskry nie;

(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 a third times his hourly wage in respect of the period so worked on any day.

(7) *Savings.*—(a) This clause shall not apply to any employee if and for so long as such employee is in receipt of a regular wage at a rate of—

(i) not less than R2 000 per month in the following areas:

The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Beacon Bay, Bloemfontein, Brackenfell, Carletonville, Despatch, East London, Gordon's Bay, Kimberley, Klerksdorp, Kuils River, Meyerton, Odendaalsrus, Orkney, Nigel, Paarl, Pietermaritzburg, Potchefstroom, Port Elizabeth, Sasolburg, Somerset West, Stellenbosch, Stilfontein, Strand, Uitenhage, Umhlanga, Vanderbijlpark, Vereeniging, Virginia, Welkom, Wellington and Witbank;

(ii) not less than R1 850 per month in the following areas:

The municipal areas of Bethlehem, Brits, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Evander, Fochville, George, Glencoe, Gonubie, Grahamstown, Harrismith, Hartenbos, Heidelberg (Tvl), Howick, King William's Town, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Margate, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Plettenberg Bay, Port Shepstone, Potgietersrus, Queenstown, Rustenburg, Secunda, Scottburgh, Stanger, Tzaneen, Uppington, Verulam, Vredenburg-Saldanha, Vryburg, Vryheid, White River and Worcester;

(iii) not less than R1 700 per month in the remaining areas mentioned in clause 1 (1).

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

(c) Subclause (3) shall not apply to a security guard or a watchman: 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.

6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee or a special function 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 and a watchman whose ordinary hours of work—

(i) exceed 48 in a week, 24 consecutive work-days;

(ii) do not exceed 48 in a week, 18 consecutive work-days: Provided that an employee who before this determination becomes binding had become entitled to a longer period of annual leave, than prescribed in subparagraph (ii) retain such leave while employed by that same employer;

(b) any other employee, 18 consecutive work-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;

(ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat 10 uur per week oorskry;

(b) 'n Werkgewer 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.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank as wat sodanige werknemer 'n gereelde loon ontvang van—

(i) minstens R2 000 per maand in die volgende gebiede:

Die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede Beacon Bay, Bloemfontein, Brackenfell, Carletonville, Despatch, Gordonsbaai, Kimberley, Klerksdorp, Kuilsrivier, Meyerton, Odendaalsrus, Oos-Londen, Orkney, Nigel, Paarl, Pietermaritzburg, Potchefstroom, Port Elizabeth, Sasolburg, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Uitenhage, Umhlanga, Vanderbijlpark, Vereeniging, Virginia, Welkom, Wellington en Witbank;

(ii) minstens R1 850 per maand in die volgende gebiede:

Die munisipale gebiede Bethlehem, Brits, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Evander, Fochville, George, Glencoe, Gonubie, Grahamstad, Harrismith, Hartenbos, Heidelberg (Tvl), Howick, King William's Town, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Margate, Middelburg (Tvl), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Plettenbergbaai, Port Shepstone, Potgietersrus, Queenstown, Rustenburg, Scottburgh, Secunda, Stanger, Tzaneen, Uppington, Verulam, Vredenburg-Saldanha, Vryburg, Vryheid, Witriver en Worcester;

(iii) minstens R1 700 per maand in die oorblywende gebiede in klousule 1 (1) genoem.

(b) Subklousules (3), (4) en (5) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(c) Subklousule (3) is nie van toepassing op 'n sekuriteitswag of 'n wag 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. JAARLIKSE VERLOF

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

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

(i) 48 in 'n week oorskry, 24 agtereenvolgende werkdag;

(ii) nie 48 in 'n week oorskry nie, 18 agtereenvolgende werkdag;

Met dien verstande dat 'n werknemer wat voordat hierdie vasstelling van krag geword het, geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat in subparagraaf (ii) voorgeskryf word, die reg op sodanige verlof behou terwyl hy by daardie selfde werkgewer in diens is;

(b) enige ander werknemer, 18 agtereenvolgende werkdag.

(2) Die werkgewer moet die werknemer ten opsigte van die verlof by subklousule (1) voorgeskryf, 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 ontvangsdatum van die verlof ontvang het.

(3) Die verlof voorgeskryf by subklousule (1) 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) 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) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that to which the employee would be entitled at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off, against any remuneration due to the employee on termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled on termination in terms of subclause (7), if the leave had not been granted to him.

(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 *mutatis mutandis* apply 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) The remuneration in respect of the leave prescribed in subclause (1), read with subclauses 5 (3) (d) and (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 the 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), one third; and

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

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

(i) wat 'n werkgewer 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) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgewer aan sodanige werknemer die volle verloftydperk ooploopbaar vir 12 maande diens, moet toestaan en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof in gewone omstandighede sou toeval: Met dien verstande dat, waar 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgewer die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy ingevolge subklousule (7) by diensbeëindiging geregtig sou gewees het, indien die verlof nie aan hom toegestaan was nie, kan aftrek van die besoldiging aan die werknemer verskuldig by diensbeëindiging.

(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 voorgeskryf word, hom minstens die bedrag betaal wat die werkgewer hom ten opsigte van sodanige verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande 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 na 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) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (d) en (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 dienstermyn van 12 maande eindig voordat die verloftydperk voorskryf 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 dienstermyn '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

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) (c) and (d) and (4) and clause 8 (1) (b) (iii), and whose employment terminates before such leave has been granted and been taken, and with due regard to subclause (7), 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 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 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.

7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee or a special function employee, who is absent from work through incapacity 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;

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 aftrek;

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

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

(ab) 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 voorgeskrif by subklousule (1), gelees met subklousules (3) (c) en (d) en (4) en klousule 8 (1) (b) (iii), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet, met inagneming van subklousule (7), 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 "dienstermyn" 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 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 of kondonering van sy werkgewer; en

(v) om enige ander rede as die verbreking van sy dienskontrak, van altesaam hoogstens 15 weke in enige tydperk van 12 maande;

(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 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. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toe staan 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 voltooide maand diens;

(b) if 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 not less than 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 of 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 his free period 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;

(i) amounting in the aggregate, to not more than 30 weeks in any cycle of 36 months;

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

(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;

(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 No. 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.

(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 werkgever nie op daardie tydperk verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgever moet egter by verstryking van die eerste kringloop van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tydperk '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 dae. 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 is om betaling van sy werkgever 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 voltooidde 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 werkgever ingevolge 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 Werkgever 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 werkdade, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na sy vry periode 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 werkgever 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 werkgever;

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

(ad) met die toestemming of kondonering van sy werkgever;

(ae) om enige ander rede as die verbreking van sy dienskontrak,

(i) 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 daarop 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 werkgever 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) 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 enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941) betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie wet betaalbaar is nie.

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

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave 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 to the employee not less than his full wages.

8. PAID HOLIDAYS AND FREE PERIODS

(1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee or a special function 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 or a special function 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 a third times his hourly wage in respect of the total period worked by him on that day, and grant to him within 14 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) with the written consent of his employee, an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such 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 during free periods.*—(a) Whenever an employee works during his free period 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 works during his free period on a day 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 during his free period or an amount of not less than double his daily wage, whichever amount is the greater; or

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

(iv) with the written consent of his employee, an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him during his free period 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 during his free period; or

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

(c) partly during his free period and partly on an ordinary work-day,

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof ingevolge subklousule (1) aan die werknemer te betaal;

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

8. BETAALDE VAKANSIEDAE EN VRY PERIODES

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by 'n spesiale funksie, *nie* op 'n betaalde vakansiedag *werk* nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever 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 of 'n werknemer by 'n spesiale funksie, op 'n betaalde vakansiedag *werk*, moet sy werkgever 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 14 dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal; 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 gedurende vry periode.*—(a) Wanneer 'n werknemer gedurende sy vry periode werk en sodanige dag is ook 'n betaalde vakansiedag moet sy werkgever hom vergoed op die grondslag by subklousule (1) (b) neergelê.

(b) Wanneer 'n werknemer gedurende sy vry periode werk op 'n dag wat nie 'n betaalde vakansiedag is nie, moet sy werkgever 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 gedurende sy vry periode werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter bedrag 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 gedurende sy vry periode werk en aan hom binne sewe dae na so 'n vry periode 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 gedurende sy vry periode 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 gedurende sy vry periode val; of

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

(c) gedeeltelik gedurende sy vry periode en gedeeltelik op 'n gewone werkdag val,

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) *Compensation to a casual employee for work on a paid holiday.*—Whenever a casual employee works on a paid holiday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of double the hourly wage prescribed for, or double the lowest hourly 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 for 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 or a special function 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 or special function employee shall be remunerated as set out in clause 4 (2).

(6) *Savings.*—Subclauses (1) (b) and (2) shall not apply to an employee referred to in clause 5 (7) (a).

9. RATIO

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

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

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

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

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

(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.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge any uniform, overall, washable coat, cap, or apron or other protective clothing which he by any law is required to provide for his employee, or which he requires his employee to wear: Provided that an employee who handles unpacked food, excluding fresh vegetables or fruit, must be provided with protective clothing at the employer's costs who must also maintain such clothing in a clean and serviceable condition at his expense. Any such article remains 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 or a special function employee who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, one work-day;

(b) in the case of an employee who is employed by the month and who is paid monthly, two weeks after the first four weeks of employment; and

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag 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 voorgeskrywe uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat vir 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 so '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 of 'n werknemer by 'n spesiale funksie, 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 of 'n werknemer by 'n spesiale funksie moet uitbetaal word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b) en (2) is nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) vermeld.

9. GETALSVERHOUDING

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

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgever wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in so 'n klas geag word: Met dien verstande dat 'n werkgever nie in meer as een bedryfsinrigting aldus geag mag word nie;

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas as 'n gekwalifiseerde werknemer in dié klas geag word;

(c) wanneer die getal gekwalifiseerde kokke in 'n bedryfsinrigting hoër as die getal ongekwalifiseerde kokke is, kan die oortollige gekwalifiseerde kokke in sodanige bedryfsinrigting as gekwalifiseerde roosterbedieners geag word.

10. 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.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorpak, wasbare baadjie, voorskoot, pet of ander beskermende kleres wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat hy van sy werknemer vereis om te dra, gratis verskaf en in 'n bruikbare en skoon toestand hou: Met dien verstande dat 'n werknemer wat onverpakte voedsel uitgesonderd vars groente en vrugte hanteer, gratis deur sy werkgever voorsien moet word van oorklere wat op koste van die werkgever in 'n bruikbare en skoon toestand gehou moet word. Enige genoemde 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 of 'n werknemer by 'n spesiale funksie, wat die dienskontrak wil beëindig—

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

(b) in die geval van 'n werknemer wat by die maand in diens is en maandeliks betaal word, na die eerste vier weke diens, twee weke;

(c) in the case of any other employee, after the first four weeks of employment, one week's

notice of 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,

(ii) two weeks' notice, double the weekly wage,

(iii) one week's notice, the weekly wage, that 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;

(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 to not more than 15 weeks in a period of 12 months;

(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 a work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

(a) on leave in terms of clause 6;

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

(c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate to not more than 15 weeks in a period of 12 months;

(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 such 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 or a special function employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the 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.

(c) in die geval van enige ander werknemer, na die eerste vier weke diens, een week

vooraf 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 tyde van sodanige diensbeëindiging ontvang;

(ii) twee weke kennisgewing, dubbel die weekloon wat die werknemer ten tyde van sodanige diensbeëindiging ontvang; en

(iii) een week kennisgewing, die weekloon wat die werknemer ten tyde 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) '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 voorts 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 tydperk van 12 maande;

(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 waaroor 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 die kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

(a) met verlof ingevolge klousule 6;

(b) met siekteverlof ingevolge klousule 7;

(c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b),

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

(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 of 'n werknemer by 'n spesiale funksie 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.

CERTIFICATE OF SERVICE

I
 carrying on business in the Catering 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.
 clerk, general worker.

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), and sign such entries in the presence of a person nominated by the employee.

DIENSSERTIFIKAAT

Ek,
 wat as werkgewer in die Verversingsbedryf sake doen 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 werkgewer of gemag-
 tigde verteenwoordiger*

Datum.....

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, by. algemene werker, klerk.

14. BYWONINGSREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inkplood 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 werkgewer namens hom vir elke dag gewerk geteken en op daardie dag die vereiste inskrywings 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

(Name of employee)										(Class of employee)							
Year		Entries to be made by employee										Remarks (if any)					
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
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30																	
31																	

Note. — Under heading “Off” and “On” in column referring to “Intervals off 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

(Naam van werknemer)										(Klas van werknemer)							
Inskrywings moet deur werknemer gemaak word														Opmerkings (as daar is)			
Jaar		Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Maand	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
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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 near 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..
	..h..	..h..	..h..	..h..	..h..
Monday	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Tuesday	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Wednesday	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Thursday	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Friday	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Saturday	..h..	..h..	..h..	..h..	..h..
	..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 thereon.

(5) this clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- (b) a driver and an employee who as such accompanies the driver on the vehicle.

15. LOG-BOOK

(1) An employer shall provide his driver or his part-time driver with a log-book as far as possible in the following form:

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister, 'n half-automatiese 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.

Nr	Naam en klas van werknemer				
Week geëindig	19.....				
Dag	In	Uit	In	Uit	Totaal
Sondag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Maandag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Dinsdag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Woensdag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Donderdag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Vrydag	..h..	..h..	..h..	..h..	..h..
	..h..	..h..	..h..	..h..	..h..
Saterdag.....	..h..	..h..	..h..	..h..	..h..
	..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) aangeteken:

- (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.

(5) Hierdie klousule is nie van toepassing nie op—

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkurebepalings uitgesluit word, en
- (b) 'n drywer en 'n werknemer wat as sodanig die drywer op die voertuig vergesel.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer of sy deeltydse drywer voorsien van 'n logboek wat sover moontlik die volgende vorm het:

DAILY LOG

Name of employer.....
 Name of driver.....
 Date.....
 Registration number of the vehicle.....
 Time of starting work.....
 Time of finishing work.....
 Number of hours worked.....
 Meal intervals from..... to.....
 Name(s) of employees assisting on the vehicle.....

 Particulars of any accident or delay.....

(Signature of driver)

Date.....

(2) Every driver or part-time driver shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall, within 24 hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer, and for the purposes of this clause the expression "work" in relation to a part-time driver shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

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

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 428, published under Government Notice No. R. 488 of 11 March 1983, as amended by Government Notice No. R. 516 of 21 March 1986.)

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer.....
 Datum.....
 Registrasienommer van die voertuig.....
 Tyd waarop werk begin.....
 Tyd waarop werk ophou.....
 Getal ure gewerk.....
 Etenspouse van..... tot.....
 Naam/Name van werknemers wat op die voertuig behulpsaam is.....

 Besonderhede omtrent enige ongeluk of vertraging.....

(Handtekening van drywer)

Datum.....

(2) Elke drywer of deeltydse drywer moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in tweevoud hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse drywer slegs op "'n motorvoertuig dryf" soos dit in die woordomskrywing van hierdie klas werknemer omskryf word.

(3) Die werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 428, gepubliseer by Goewermentskennisgewing No. R. 488 van 11 Maart 1983, soos gewysig by Goewermentskennisgewing No. R. 516 van 21 Maart 1986.)

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