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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 718.]

[20 May 1960.]

WAGE ACT, No. 5 of 1957.

WAGE DETERMINATION No. 201.

PRIVATE HOTELS, BOARDING-HOUSES, FLATS
AND ROOMS, EAST LONDON.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of private hotels, boarding-houses, flats and rooms and has fixed the 13th day of June, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the municipal area of East London to employees and their employers in the trade of—

- (a) hotelkeeper (except the trade in respect of which a licence in terms of the provisions of the Liquor Act, 1928, as amended, is required);
- (b) boarding or lodging-house keeper;
- (c) letting of flats or rooms;

as carried on by persons who are required to take out a licence as specified in item 5 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, and in the case of paragraph (c) it also includes the agent to whom the licensee entrusts the letting of the flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms.

2. DEFINITIONS.

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

- “bedroom attendant” means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages or assist in the kitchen during meals;
- “bedroom attendant-waiter” means a male employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or a grade II employee;
- “bedroom attendant-waitress” means a female employee who performs one or more of the duties of a waitress and one or more of the duties of a bedroom attendant or a grade II employee;
- “caretaker” means an employee in resident charge of a block of residential flats or rooms who directs and supervises the work of the cleaning staff or on behalf of the proprietor lets flats or rooms, receives payment of rent or engages, pays or discharges employees, or deals with complaints from tenants;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 718.]

[20 Mei 1960.]

LOONWET, No. 5 van 1957.

LOONVASTELLING No. 201.

PRIVAATHOTELLE, LOSIESHUISE, WOONSTELLE
EN KAMERS, OOS-LONDEN.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van privaathotelle, losieshuise, woonstelle en kamers gemaak het en die 13de dag van Junie 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASTELLING.

Hierdie Vasstelling is van toepassing in die munisipale gebied van Oos-Londen op werknemers en hul werkgevers in die bedryf van—

- (a) hotelhouer (behalwe die bedryf ten opsigte waarvan 'n lisensie kragtens die bepalings van die Drankwet, 1928, soos gewysig, vereis word);
- (b) losies- of huurkamerhuishouer;
- (c) verhuur van woonstelle of woonkamers;

soos uitgeoefen deur persone wat verplig is om 'n lisensie soos bepaal in item 5 van Deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, uit te neem en in die geval van paragraaf (c) sluit dit ook die agent in aan wie die lisensiehouer die verhuur van die woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met die woonstelle of woonkamers in diens geneem is.

2. WOORDOMSKRYWINGS.

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

- „slaapkamerbediende” ’n werknemer wat slaapkamers, woonkamers of ander dele van ’n bedryfsinrigting afstof of aan kant maak of beddens opmaak, en wat tee of koffie of soortgelyke drankie kan maak of bedien of in die kombuis tydens maaltye kan help;
- „slaapkamerbediende-kelner” ’n manlike werknemer wat een of meer van die dienste van ’n kelner, asook een of meer van die dienste van ’n slaapkamerbediende of ’n graad II-werknemer verrig;
- „slaapkamerbediende-kelnerin” ’n vroulike werknemer wat een of meer van die dienste van ’n kelnerin asook een of meer van die pligte van ’n slaapkamerbediende of ’n graad II-werknemer verrig;
- „opsigter” ’n inwonende werknemer wat ’n blok woonstelle of kamers onder sy beheer het en wat die werk van die skoonmaakpersoneel reël en daarvoor toesig hou of wat namens die eienaar woonstelle of kamers verhuur, huurgeld ontvang of werknemers in diens neem, betaal of afdank of aandag skenk aan klages van huurders;
- „los werknemer” ’n werknemer wat hoogstens drie dae in enige week by dieselfde werkgegewer in diens is;

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

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

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

"cook" means an employee, other than a cook's assistant, kitchen hand, waiter or waitress, who is engaged in preparing or cooking food for guests;

"cook, qualified," means a cook who has had not less than two years' experience;

"cook, unqualified," means a cook who has had less than two years' experience;

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

"cost of living allowance" means the cost of living payable in terms of any law: Provided that where an employer regularly pays his employee a cost of living allowance higher than that prescribed in terms of such law, it means such higher allowance;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft must be done without delay;

"establishment" means any premises in or in connection with which one or more employees are employed in a trade to which, by virtue of clause 1, this Determination applies;

"experience" means, in relation to a clerk, a cook, a waiter or a waitress, the total period or periods of employment (whether within the Union of South Africa or elsewhere) which an employee has had as a cook, a clerk, a waiter or a waitress, as the case may be, in any trade or in the employ of the State: Provided that for the purpose of this definition only one-half of the total period of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class;

"grade I employee" means a kitchen hand and a page and includes an employee not specifically mentioned in clause 3 (1);

"grade II employee" means an employee who is engaged in one or more of the following operations or duties:—

- (a) Carrying meals or tea or coffee or similar beverages to persons other than guests who are partaking of meals in the dining-room of an establishment;
- (b) carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;
- (c) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand-cart or similar conveyance;
- (d) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles, footwear, vegetables, fish, poultry or other articles;
- (e) polishing floors, furniture or other articles;
- (f) plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;
- (g) making or maintaining fires or removing refuse or ashes;
- (h) tending animals or poultry;
- (i) pushing or pulling any hand-cart or similar conveyance;
- (j) guarding premises, luggage, vehicles or other articles mainly between the hours of 7 a.m. and 7 p.m.;
- (k) gardening work including planting, digging, weeding, raking, mowing, watering, mixing or spreading garden soil or cutting or trimming hedges or sweeping roads or paths;

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

"handyman" means an employee who is engaged in making minor repairs or revocations to furniture, plant, equipment or buildings;

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

"head waiter" or "head waitress" means a qualified waiter or waitress who is in charge of and supervises the work of waiters, waitresses, bedroom attendant-waiters or bedroom attendant-waitresses in the dining-room of an establishment;

"housekeeper" means a female employee who—

- (a) supervises the work of the bedroom attendants; or
- (b) issues stores; or
- (c) is in general charge of the stocks of linen and responsible for the receiving, storing, checking, repairing or laundering of such linen,

and who may supervise activities in the kitchen during meals;

"klerk" 'n werknemer wat skryf-, tik-, liaseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier, ontvangklerk en telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk ook 'n deel van so 'n werknemer se werk kan uitmaak;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"kok" 'n werknemer, uitgesonderd 'n koksmoot, kombuis-hulp, kelner of kelnerin, wat kos vir gaste voorberei of gaarmaak;

"kok, gekwalifiseer," 'n kok met minstens twee jaar ondervinding;

"kok, ongekwalifiseer," 'n kok met minder as twee jaar ondervinding;

"koksmoot" 'n werknemer uitgesonderd 'n kombuis-hulp, wat onder toesig van 'n hoofkok of 'n gekwalifiseerde kok sodanige kok met enige van sy dienste behulpsaam is of wat vleis of ander voedselsoorte wat bedoel is om deur ander persone as gaste gebruik te word, gaarmaak, en wat ontbyt vir gaste kan gaarmaak;

"lewenskostetoelae" die lewenskoste wat ingevolge enige wet betaalbaar is; met dien verstande dat waar 'n werkgewer sy werknemer gereeld 'n hoër lewenskostetoelae betaal as dié ingevolge sodanige wet voorgeskryf, dit sodanige hoër toelae beteken;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in diens is in 'n bedryf waarop hierdie Vasstelling kragtens klousule 1 van toepassing is;

"ondervinding" met betrekking tot 'n klerk, kok, kelner of kelnerin, die totale dienstydpark of -tydperke (hetsy binne die Unie van Suid-Afrika of elders) wat 'n werknemer as 'n klerk, kok, kelner of kelnerin, na gelang van die geval, in enige bedryf of in diens van die Staat gehad het: Met dien verstande dat, by die toepassing van hierdie omskrywing, slegs die helfte van die totale dienstydpark of -tydperke wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, as diens in daardie klas beskou word;

"graad I-werknemer" 'n kombuis-hulp en 'n hoteljoggie en sluit 'n werknemer in wat nie spesifiek in klousule 3 (1) genoem word nie;

"graad II-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Die aandra van etes of tee of koffie of dergelyke drankie na ander persone as gaste wat etes in die eetkamer van 'n bedryfsinrigting nuttig;
- (b) die dra, verskuif of opstapel van gerei, bagasie of ander artikels, die verwydering van vuilwater of die volmaak of leegmaak van waterbottels of -bekers;
- (c) die aflewer van briewe, boodskappe of pakkies te voet of met 'n trapfiets, driewieler, stootkar of soortgelyke vervoermiddel;
- (d) die skoonmaak van baddens, wasbakke, gerei, huisraad, vensters, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels;
- (e) die poleer van vloere, meubels of ander artikels;
- (f) die pluk van pluimvee, die afkrap van skubbe van vis, die afskil of stukkend sny van vrugte of groente;
- (g) die maak of aan die gang hou van vure of die verwydering van vullis of as;
- (h) die versorging van diere of pluimvee;
- (i) die stoot of trek van enige stootkar of soortgelyke vervoermiddel;
- (j) die oppas van persele, bagasie, voertuie of ander artikels hoofsaaklik tussen 7 vm. en 7 nm.
- (k) tuinwerk, met inbegrip van plant, spit, skoffel, hark grassny, natmaak, die meng of strooi van tuingrond of die knip of snoei van heinings of die vee van paaië of paadjies;

"gas" enige persoon wat of tydelik of permanent in 'n bedryfsinrigting inwoon en sluit 'n tafelloseerder of besoeker in, dog sluit nie die werkgewer of sy gesin of 'n werknemer of die gesin van so 'n werknemer in nie;

"algemene werksman" 'n werknemer wat kleinere herstelwerk of opknappingswerk aan meubels, installasie, uitrusting of geboue doen;

"hoofkok" 'n gekwalifiseerde kok wat in bevel is van en toesig hou oor die werk van die werknemers in die kombuis van 'n inrigting waarin minstens een ander gekwalifiseerde kok in diens is;

"hoofkelner" of "hoofkelnerin" 'n gekwalifiseerde kelner of kelnerin wat in bevel is van en toesig hou oor die werk van kelners, kelnerinne, slaapkamerbediende-kelners of slaapkamerbediende-kelnerinne in die eetkamer van 'n inrigting;

"huishoudster" 'n vroulike werknemer wat—

- (a) toesig hou oor die werk van die slaapkamerbediendes;
- (b) voorrade uitreik; of
- (c) in die algemene beheer is van die linnevoorrade en wat verantwoordelik is vir die ontvang, bêre, nagaan, herstel of was en stryk van sodanige linnegoed

en wat gedurende etes toesig kan hou oor werksaamhede in die kombuis;

"kitchen hand" means an employee, other than a grade II employee, who is engaged in cutting up or preparing raw foodstuffs for cooking, making toast or tea or coffee or similar beverages, cooking porridge or eggs or attending to vegetables in process of cooking;

"law" includes the common law;

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

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

the activities of an establishment and the employees engaged therein;

"military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section 22, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act nor any training or service for which he volunteers or which he elects to undergo;

"night porter" means an employee who is responsible for locking doors or windows, switching off lights, showing late arrivals to their rooms or seeing that fires are made up in the kitchen in the morning and who may make or serve tea, coffee or similar beverages, or sandwiches, to guests after 8 p.m.;

"night watchman" means an employee who is engaged in guarding premises, luggage, vehicles or other property mainly between the hours of 7 p.m. and 7 a.m.;

"page" means an employee who answers bells or telephone calls and runs errands and who may receive or deliver letters, messages or parcels;

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

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

"spreadover" means the period in any day from the time and employee commences work until he ceases work for that day;

"telephone operator" means an employee who is wholly or mainly engaged in operating a telephone switchboard;

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

"waiter" means a male employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads;

"waiter, qualified," means a waiter who has had not less than twelve months' experience;

"waiter, unqualified," means a waiter who has had less than twelve months' experience;

"waitress" means a female employee, other than a bedroom attendant-waitress, who performs the same duties as a waiter;

"waitress, qualified," means a waitress who has had not less than twelve months' experience;

"waitress, unqualified," means a waitress who has had less than twelve months' experience.

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

3. WAGES.

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

		Per Month.
		£ s. d.
(a) Employees other than casual employees.		
Bedroom attendant, female.....	6	0 0
Bedroom attendant, male.....	7	0 0
Bedroom attendant-waiter.....	8	0 0
Bedroom attendant-waitress.....	7	0 0
Caretaker.....	18	0 0
Clerk, qualified.....	18	0 0
Clerk, unqualified—		
during first year of experience.....	9	0 0
during second year of experience.....	11	10 0
during third year of experience.....	13	10 0
during fourth year of experience.....	16	0 0
Cook, female, qualified.....	12	0 0
Cook, female, unqualified—		
during first six months of experience.....	6	0 0
during second six months of experience.....	7	10 0
during third six months of experience.....	9	0 0
during fourth six months of experience.....	10	10 0
Cook, male, qualified.....	14	0 0
Cook, male, unqualified—		
during first six months of experience.....	7	0 0
during second six months of experience.....	8	10 0
during third six months of experience.....	10	0 0
during fourth six months of experience.....	12	0 0

"kombuishulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat onvoorbereide voedsels in stukke sny of vir kook voorberei, wat braai brood of tee of koffie of dergelike drank maak, wat pap of eiers kook of na groente omsien solank dit aan die kook is;

"wet" ook die gemene reg;

"bestuurder" 'n werknemer aan wie sy werkgewer die volgende opgedra het; die algemene—

- (a) toesig oor;
- (b) verantwoordelikheid vir, en
- (c) bestuur van

die werksaamhede van 'n bedryfsinrigting en die werknemers daarin werksaam;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hul kamers te neem of te sorg dat vuur in die oggend in die kombuis gemaak word en wat tee, koffie of soortgelyke drank, of toebroodjies na 8 nm. kan maak of aan gaste kan bedien;

"nagwag" 'n werknemer wat persele, bagasie, voertuie of ander eiendom hoofsaaklik tussen die ure 7 nm. en 7 vm. bewaak;

"hoteljoggie" 'n werknemer wat klokke of telefoonoproep beantwoord, boodskappe doen en wat briewe, boodskappe of pakkette kan ontvang of aflewer;

"deeltydse werknemer" 'n werknemer wat per maand in diens is vir hoogstens vyf gewone werkure op enige dag;

"portier" 'n werknemer wat treine inwag, gaste hulle kamers aanwys en bagasie vervoer en wat behulpsaam kan wees by die bediening van etes of verversings;

"werksdag", die tydperk op enige dag vanaf die tydstop waarop 'n werknemer begin werk totdat hy die werk vir daardie dag staak;

"telefonis" 'n werknemer wat uitsluitlik of hoofsaaklik 'n telefoonskakelbord bedien;

"loon" die geld aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat as 'n werkgewer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

"kelner" 'n manlike werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, etes aan gaste bedien en wat toebroodjies of slaai kan maak;

"kelner, gekwalifiseer" 'n kelner met minstens twaalf maande ondervinding;

"kelner, ongekwalifiseer" 'n kelner met minder as twaalf maande ondervinding;

"kelnerin" 'n vroulike werknemer, uitgesonderd 'n slaapkamerbediende-kelnerin, wat dieselfde werk as 'n kelner verrig;

"kelnerin, gekwalifiseer" 'n kelnerin met minstens twaalf maande ondervinding;

"kelnerin, ongekwalifiseer" 'n kelnerin met minder as twaalf maande ondervinding.

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

3. LONE.

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

		Per maand.
		£ s. d.
(a) Werknemers, uitgesonderd los werknemers.		
Slaapkamerbediende, vroulik.....	6	0 0
Slaapkamerbediende, manlik.....	7	0 0
Slaapkamerbediende-kelner.....	8	0 0
Slaapkamerbediende-kelnerin.....	7	0 0
Opsigter.....	18	0 0
Klerk, gekwalifiseer.....	18	0 0
Klerk, ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	9	0 0
gedurende tweede ses maande ondervinding.....	11	10 0
gedurende derde ses maande ondervinding.....	13	10 0
gedurende vierde ses maande ondervinding.....	16	0 0
Kok, vroulik, gekwalifiseer.....	12	0 0
Kok, vroulik, ongekwalifiseer—		
gedurende eerste ses maande ondervinding...	6	0 0
gedurende tweede ses maande ondervinding...	7	10 0
gedurende derde ses maande ondervinding...	9	0 0
gedurende vierde ses maande ondervinding...	10	10 0
Kok, manlik, gekwalifiseer.....	14	0 0
Kok, manlik, ongekwalifiseer—		
gedurende eerste ses maande ondervinding...	7	0 0
gedurende tweede ses maande ondervinding...	8	10 0
gedurende derde ses maande ondervinding...	10	0 0
gedurende vierde ses maande ondervinding...	12	0 0

	Per Month.
	£ s. d.
Cook's assistant.....	8 0 0
Handyman.....	14 0 0
Head cook.....	17 0 0
Head waiter.....	12 10 0
Head waitress.....	11 0 0
Housekeeper.....	17 10 0
Night porter.....	9 10 0
Night watchman.....	7 0 0
Porter.....	9 10 0
Waiter, qualified.....	9 10 0
Waiter, unqualified—	
during first three months of experience.....	6 10 0
during second three months of experience.....	7 5 0
during third three months of experience.....	8 0 0
during fourth three months of experience.....	8 15 0
Waitress, qualified.....	7 10 0
Waitress, unqualified—	
during first three months of experience.....	5 0 0
during second three months of experience.....	5 12 6
during third three months of experience.....	6 5 0
during fourth three months of experience.....	6 17 6

	Employed in or in connection with flats or rooms.	Employed otherwise than in or in connection with flats or rooms.
	Per Month.	Per Month.
	£ s. d.	£ s. d.
Grade I employee.....	8 15 0	7 0 0
Grade II employee, male, 18 years of age and over	8 2 6	6 10 0
Grade II employee, male, under 18 years of age	6 0 0	5 0 0
Grade II employee, female.....	6 0 0	5 0 0

Part-time employee.—Three-fourths of the wage prescribed for an employee of the same sex who performs the same class of work as the part-time employee is required to perform.

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

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

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

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

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

- (i) in the case mentioned in (a), not less than the daily wage calculated at the higher rate, and
(ii) in the case mentioned in (b), not less than the daily wage calculated at the rate prescribed in the rising scale for the higher class next above the wage which the employee was receiving for his normal work:

Provided that—

- (i) the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
(ii) the provisions of this sub-clause shall not apply to an employee of another class who does the work of a telephone operator;
(iii) unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to do work of another class, for which class the same or a lower wage is prescribed than that prescribed for such employee;

	Per maand.
	£ s. d.
Koksmaat.....	8 0 0
Algemene werksman.....	14 0 0
Hoofkok.....	17 0 0
Hoofkelner.....	12 10 0
Hoofkelnerin.....	11 0 0
Huishoudster.....	17 10 0
Nagportier.....	9 10 0
Nagwag.....	7 0 0
Portier.....	9 10 0
Kelner, gekwalifiseer.....	9 10 0
Kelner, ongekwalifiseer—	
gedurende eerste drie maande ondervinding..	6 10 0
gedurende tweede drie maande ondervinding..	7 5 0
gedurende derde drie maande ondervinding..	8 0 0
gedurende vierde drie maande ondervinding..	8 15 0
Kelnerin, gekwalifiseer.....	7 10 0
Kelnerin, ongekwalifiseer—	
gedurende eerste drie maande ondervinding..	5 0 0
gedurende tweede drie maande ondervinding..	5 12 6
gedurende derde drie maande ondervinding..	6 5 0
gedurende vierde drie maande ondervinding..	6 17 6

	In diens by of in verband met woonstelle of kamers.	In diens anders as by of in verband met woonstelle of kamers.
	Per maand.	Per maand.
	£ s. d.	£ s. d.
Werknemer, graad I.....	8 15 0	7 0 0
Werknemer, graad II, man, 18 jaar oud en daarbo	8 2 6	6 10 0
Werknemer, graad II, man, onder 18 jaar oud	6 0 0	5 0 0
Werknemer, graad II, vrou.....	6 0 0	5 0 0

Deeltydse werknemer.—Driekwart van die loon voorgeskryf vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word.

(b) *Los werknemers.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon voorgeskryf vir 'n werknemer van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat as van 'n los werknemer vereis word om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „maandloon” beteken die maandloon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, en voorts met dien verstande dat as van 'n los werknemer vereis word om 'n tydperk van hoogstens vier opeenvolgende uur op enige dag te werk, sy loon met hoogstens vyftig persent verminder kan word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klosule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag berus en, behoudens die bepaling van klosule 4 (6), moet 'n werknemer vir 'n maand minstens sy volle maandloon betaal word, of hy in elke week van so 'n maand die maksimum getal gewone werkure wat ingevolge klosule 5 vir hom geld, of minder gewerk het.

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

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

in subklosule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer die volgende betaal—

- (i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër skaal; en
(ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal voorgeskryf vir die hoër klas net bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

- (i) die bepaling van hierdie subklosule nie geld wanneer die verskil tussen die klasse ingevolge subklosule (1) op ouderdom, ondervinding of geslag berus nie;
(ii) die bepaling van hierdie subklosule nie betrekking het op 'n werknemer van 'n ander klas wat die werk van 'n telefonis verrig nie;
(iii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling so uitgelê moet word dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;

(iv) for the purpose of this sub-clause the expression "rising scale", when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include, and terminate with, the wage prescribed for a qualified employee of that class.

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by twenty-six.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 6, any amount due to an employee, other than a casual employee, shall be paid in cash monthly or, if the employer and his employee have agreed thereto, weekly, during the hours of work or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee, or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing the employer's name, the employee's name or number and his occupation, the number of ordinary hours and overtime hours worked, details of any deductions made, the remuneration due and the period for which the payment is being made; and such envelope or container or such statement shall become the property of the employee.

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

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

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

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

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

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

Class of Employee.	Board per Month.	Lodging per Month.	Board and Lodging per Month.
	£ s. d.	£ s. d.	£ s. d.
(i) Clerk, housekeeper.....	3 10 0	1 10 0	5 0 0
(ii) Head cook, head waiter, head waitress, qualified cook	3 5 0	0 15 0	4 0 0
(iii) All other employees, other than casual employees, managers and caretakers	1 12 6	0 10 0	2 2 6
(iv) Casual employees.....	5d. per meal.		

(e) whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 5d. for each meal supplied by the employer;

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

(iv) by die toepassing van hierdie subklousule die uitdrukking „stygende skaal”, as dit betrekking het op enige klas werknemer vir wie verhogings op die basis van lengte van ondervinding voorgeskryf word, geag word dat dit die loon insluit wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en daarby eindig.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy in die reël in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant of, as die werkgever en sy werknemer daartoe ooreengekom het, weekliks in kontant betaal word gedurende die werkure of binne vyftien minute nadat werk gestaak word op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n verseëde koewert of houer wees waarop aangegee word, of wat vergesel van 'n staat wat die werkgever se naam aantoon asook die werknemer se naam of sy nommer en sy betrekking, die getal gewone werkure en die getal ure wat die werknemer oortyd gewerk het, besonderhede omtrent enige bedrae wat afgetrek is, die besoldiging verskuldig en die tydperk waarvoor die betaling geskied; en sodanige koewert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

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

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

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

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

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledigheid aan 'n vakvereniging;
- behoudens andersluidende bepalings in hierdie Vaststelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig met die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- enige bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos of inwoning van sy werkgever aan te neem 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

Klas werknemer.	Kos per maand.	Inwoning per maand.	Kos en inwoning per maand.
	£ s. d.	£ s. d.	£ s. d.
(i) Klerk, huishoudster.....	3 10 0	1 10 0	5 0 0
(ii) Hoofkok, hoofkelner, hoofkelnerin, kok, gekwalifiseer	3 5 0	0 15 0	4 0 0
(iii) Alle ander werknemers uitgesonderd los werknemers, bestuurders en opsigters	1 12 6	0 10 0	2 2 6
(iv) Los werknemers.....	5d. per ete.		

(e) wanneer daar aan 'n werknemer nie gereeld drie etes per dag verskaf word nie, 'n bedrag van hoogstens 5d. vir elke ete wat deur die werkgever verskaf word;

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

(7) For the purpose of paragraph (d) of sub-clause (6) the expression "board" means the regular provision by an employer of three meals per day and nothing in this Determination shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in paragraph (d) of sub-clause (6) be affected by an employee's refusal to avail himself of a meal which the employer so provides.

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

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

- (a) in the case of an employee other than a part-time or a casual employee, fifty-six in any week from Monday to Sunday, inclusive;
- (b) in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- (c) in the case of a casual employee, eight on any day.

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

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

- (i) periods of work interrupted by intervals of less than thirty minutes shall be deemed to be continuous;
- (ii) the period of work between any two such meal intervals shall not be longer than six consecutive hours.

(4) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than casual employees, not less time off in any week than sixteen consecutive hours commencing at 2.30 p.m., during which the employee shall not be required or permitted to work.

(5) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clause (1) shall be deemed to be overtime.

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

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

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

- (a) in the case of an employee other than a casual employee, one-and-one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- (b) in the case of a casual employee, one-and-one-third times his daily wage divided by eight in respect of each hour or part of an hour so worked on any day.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a manager, a night porter or a night watchman.

(b) The provisions of sub-clauses (2), (3) and (6) shall not apply to an employee while he is engaged on emergency work.

(9) For the purpose of sub-clause (7) the expression "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3) an employer shall grant to his employee, other than a casual employee, in respect of each completed twelve months of employment with him—

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

and shall pay such employee in respect of such leave—

- (i) in the case of a night porter and a night watchman, an amount of not less than three times the weekly wage to which he is entitled as from the first day of such leave;
- (ii) in the case of every other employee, an amount of not less than double the weekly wage to which he is entitled as from the first day of such leave.

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

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates;

(7) By die toepassing van paragraaf (d) van subklousule (6) beteken die uitdrukking „etes" die gereelde voorsiening deur 'n werkgever van drie etes per dag en niks in hierdie Vastelling moet so uitgelê word dat dit 'n werkgever belet om 'n werknemer in diens te neem op voorwaarde dat die werkgever hom van kos voorsien nie, en op die werkgever se reg om die af-trekking te maak wat in paragraaf (d) van subklousule (6) voorgeskryf word, mag nie inbreuk gemaak word deur 'n werknemer se weiering om van ete wat aldus deur die werkgever verskaf word, gebruik te maak nie.

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

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

- (a) In die geval van 'n werknemer, uitgesonderd 'n deeltydse of los werknemer, ses-en-veertig in enige week van Maandag tot en met Sondag;
- (b) in die geval van 'n deeltydse werknemer, vyf-en-dertig in enige week van Maandag tot en met Sondag;
- (c) in die geval van 'n los werknemer, agt op enige dag.

(2) *Werkdag.*—Die gewone werkure en alle oortydwerk van 'n werknemer met inbegrip van alle etenspouses mag nie op enige dag oor langer as veertien uur strek nie.

(3) *Etenspouses.*—'n Werkgever moet aan elke van sy werknemers wat dan op diens is, 'n etenspouse toestaan van minstens dertig minute binne een uur voor of na elke gewone etenstyd vir gaste in die inrigting, en tydens so 'n pouse moet die werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse word nie as deel van die gewone werktijd of oortydwerk geag nie: Met dien verstande dat—

- (i) werktijd wat onderbreek word deur pouses van minder as dertig minute, as aaneenlopend geag word;
- (ii) die werktijd tussen enige twee sodanige etenspouses nie langer as ses opeenvolgende ure is nie.

(4) *Weeklikse diensvrytyd.*—'n Werkgever moet aan elk van sy werknemers, uitgesonderd los werknemers, in iedere week 'n diensvry tydperk van minstens sesien opeenvolgende ure toestaan, beginnende om 2.30 nm., waarin die werknemer vry is en waarin hy nie verplig of toegelaat mag word om te werk nie.

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

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

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

(7) *Betaling vir oortydwerk.*—'n Werkgever moet sy werknemer wat oortyd werk, betaal teen 'n skaal van minstens die volgende:—

- (a) Wat 'n ander werknemer as 'n los werknemer betref, een en 'n derde maal sy uurloon ten opsigte van elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;
- (b) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt ten opsigte van elke uur of deel van 'n uur aldus op enige dag gewerk.

(8) *Voorbehoude.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n bestuurder, 'n nagportier of 'n nagwag nie.

(b) Die bepalinge van subklousules (2), (3) en (6) geld nie vir 'n werknemer terwyl hy met noodwerk besig is nie.

(9) By die toepassing van subklousule (7) word daar geag dat die uitdrukking „loon" 'n werknemer se loon plus sy lewenskostetoelae beteken.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousules (2) en (3) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens verlof soos volg toestaan:—

- (a) Wat 'n nagportier en 'n nagwag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

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

- (i) 'n bedrag van minstens drie maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is, wat 'n nagportier en nagwag betref,
- (ii) 'n bedrag van minstens twee maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is, wat iedere ander werknemer betref.

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

- (i) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het;

- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) if New Year's Day, Good Friday, the Day of the Covenant or Christmas Day falls within the period of such leave, another day shall for each such day be added to the said period as a further period of leave, and the employee shall in respect of each such day added, be paid an amount of not less than his daily wage;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at the latter's written request during the period of twelve months of employment to which the period of annual leave relates.

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

- (i) such request is made by the employee not later than two months after the expiry of the twelve months' employment to which the leave relates;
- (ii) the date of receipt of such request shall be endorsed on such request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

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

- (i) such payment in lieu of leave shall not be permitted more than once in every two consecutive periods of twelve months of employment with the same employer;
- (ii) such request is made by the employee not later than two months after the expiry of the twelve months' employment to which the leave relates;
- (iii) the date of receipt of such request shall be endorsed on such request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

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

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

- (a) in the case of a night porter and a night watchman, one-fourth of the weekly wage; and
- (b) in the case of all other employees, one-sixth of the weekly wage,

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

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice.

shall not be entitled to any payment by virtue of this sub-clause.

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

(8) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer in terms of sub-clause (1) of clause 11, pays an employee in lieu of notice, and also any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

(ii) die tydperk van verlof nie moet saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

(iii) as Nuwejaarsdag, Goëe Vrydag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die jaarlikse verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) Op die skriftelike versoek van 'n werknemer kan 'n werkgever die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande dat—

- (i) so 'n werknemer sodanige versoek rig binne twee maande na afloop van die twaalf maande diens waarop die verlof betrekking het, en
- (ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van die afloop van die tydperk van twaalfmaande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(4) Op die skriftelike versoek van 'n werknemer kan 'n werkgever hom, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, minstens die bedrag betaal wat die werkgever hom vir sodanige verlof sou moes betaal het indien die verlof toegestaan was: Met dien verstande dat—

- (i) so 'n betaling in plaas van verlof nie meer dikwels as een maal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgever toegelaat word nie;
- (ii) so 'n werknemer sodanige versoek rig binne twee maande na afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (iii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige vervaldatum of vanaf die vervaldatum van die tydperk van twaalfmaande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

- (a) een vierde van die weekloon wat 'n nagportier en 'n nagwag betref; en
- (b) een sesde van die weekloon wat alle ander werknemers betref,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat;
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om enige rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

op geen betaling kragtens hierdie subklousule geregtig is nie.

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

(8) By die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” elke tydperk omvat ten opsigte waarvan 'n werkgever ingevolge subklousule (1) van klousule 11 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee, en ook elke tydperk of alle tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge subklousule (1);
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgever;
- (d) vir militêre opleiding;

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

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
 - (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
 - (iii) in the case of any other employee, on the date on which such employee entered his employer's service or the date of the coming into force of this Determination, whichever is the later.
- (9) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount which under this clause an employee claims in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

- (a) "wage" means an employee's wages plus his cost of living allowance;
- (b) "employment" shall have the same meaning as that assigned to it in sub-clause (8) of clause 6: Provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this Determination;

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vastelling op 'n tydperk van verlof ingevolge enige wet geregtig geword het, op die datum waarop so'n werknemer die vorige maal geregtig geword het op verlof ingevolge so'n wet;
 - (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vastelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie op 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
 - (iii) in geval van enige ander werknemer, op die datum waarop so'n werknemer by sy werkgever in diens getree het of op die datum van die inwerkingtreding van hierdie Vastelling, en wel op die jongste van dié twee datums.
- (9) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig werkdae siekteverlof toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het:

Met dien verstande dat—

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

(2) Voordat 'n werkgever enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs die siekteverlof wat hom dan toekom: Met dien verstande dat sy werkgever, as hy dit nie reeds gedoen het nie, by afloop van gemelde dienstydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van die langer tydperk van afwesigheid weens ongeskiktheid moet betaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae;
- (b) het die uitdrukking „diens” dieselfde betekenis as dié wat in subklousule (8) van klousule 6 daaraan toegeskryf is: Met dien verstande dat enige dienstydperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van die inwerkingtreding van hierdie Vastelling, by die toepassing van hierdie klousule geag word diens ingevolge hierdie Vastelling te wees, en daar word geag dat alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, ingevolge hierdie Vastelling toegestaan was;

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

8. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee is not required or permitted to work on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall, save as provided in clause 4 (6)—

- (a) pay him for the month in which such day falls not less than his monthly wage, plus one half of his daily wage in respect of each such day worked; or
- (b) grant such employee in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

(3) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

(4) This clause shall not apply to a manager, a caretaker or a casual employee.

9. PROPORTION OR RATIO.

(1) *Cooks*.—An employer shall not employ—

- (a) an unqualified cook unless he has a qualified cook in his employ, and for each such qualified cook employed he shall not employ more than one unqualified cook;
- (b) a cook's assistant unless he has a qualified cook in his employ, and for each such qualified cook employed he shall not employ more than one cook's assistant.

(2) *Clerks*.—An employer shall not employ an unqualified clerk unless he has a qualified clerk in his employ, and for each such qualified clerk employed he shall not employ more than one unqualified clerk.

(3) *Waiters and waitresses*.—An employer shall not employ an unqualified waiter or waitress unless he has a qualified waiter or waitress, respectively, in his employ, and for each such qualified waiter or waitress employed he shall not employ more than one unqualified waiter or waitress as the case may be.

(4) For the purpose of this clause—

- (a) An employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class may be deemed to be a qualified employee;
- (c) part-time employees shall be deemed not to be employees.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee, and any such uniform, overall or protective clothing shall remain the property of the employer: Provided that an employer may pay his employee, in addition to the wage prescribed for him in clause 3 (1) the sum of six shillings and sixpence per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

11. TERMINATION OF CONTRACT OF EMPLOYMENT:

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

- (a) during the first four weeks of employment, not less than twenty-four hours;
- (b) after the first four weeks of employment, not less than one week's;

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

- (i) in the case of twenty-four hours' notice, an amount equal to the daily wage which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, an amount equal to the weekly wage which the employee is receiving at the date of such termination:

Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by any law may be applicable in respect of an employee who deserts.

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

8. OFENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag nie verplig of toegelaat word om te werk nie, minstens sy maandloon betaal vir die maand waarin so 'n dag val.

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

- (a) vir die maand waarin sodanige dag val, minstens sy maandloon plus een helfte maal sy dagloon betaal ten opsigte van elke sodanige dag gewerk; of
- (b) vir iedere sodanige dag gewerk een ekstra dag-jaarlikse verlof toestaan en hom vir iedere sodanige ekstra dag minstens sy dagloon betaal.

(3) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(4) Hierdie klousule geld nie vir 'n bestuurder, 'n opsigter of 'n los werknemer nie.

9. GETALSVERHOUDING.

(1) *Koks*.—'n Werkgewer mag nie—

- (a) 'n ongekwalfiseerde kok in diens neem nie, tensy hy 'n gekwalfiseerde kok in sy diens het, en vir elke sodanige gekwalfiseerde kok in diens, mag hy hoogstens een ongekwalfiseerde kok in diens neem;
- (b) 'n koksmaat in diens neem nie, tensy hy 'n gekwalfiseerde kok in sy diens het, en vir elke sodanige gekwalfiseerde kok in diens, mag hy hoogstens een koksmaat in diens neem.

(2) *Klerke*.—'n Werkgewer mag nie 'n ongekwalfiseerde klerk in diens neem nie, tensy hy 'n gekwalfiseerde klerk in sy diens het, en vir elke sodanige gekwalfiseerde klerk in diens, mag hy hoogstens een ongekwalfiseerde klerk in diens neem.

(3) *Kelners en kelnerinne*.—'n Werkgewer mag nie 'n ongekwalfiseerde kelner of kelnerin in diens neem nie, tensy hy onderskeidelik 'n gekwalfiseerde kelner of kelnerin in sy diens het, en vir elke sodanige gekwalfiseerde kelner of kelnerin in diens, mag hy hoogstens een ongekwalfiseerde kelner of kelnerin, na gelang van die geval, in diens neem.

(4) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer, wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, as 'n gekwalfiseerde werknemer van daardie klas geag word;
- (b) kan 'n ongekwalfiseerde werknemer, wat 'n loon van minstens die loon van 'n gekwalfiseerde werknemer van sy klas ontvang, as 'n gekwalfiseerde werknemer geag word;
- (c) word deeltydse werknemers nie as werknemers geag nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon wat in klousule 3 (1) vir hom voorgeskryf word, die bedrag van ses sjielings en ses pennies per maand kan betaal en sodanige werknemer moet dan sy eie uniform, oorpak of beskermende klere verskaf en dit is en bly sy eiendom.

11. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, kan 'n dienskontrak beëindig deur dit—

- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur,
- (b) na die eerste vier weke diens, minstens 'n week,

vooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van omstandighede:—

- (i) In die geval van vier-en-twintig uur opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, 'n bedrag gelyk aan die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat die volgende hierdeur onaangetas gelaat word:

- (i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment of forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or during any period of military training;

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

(4) For the purpose of this clause, the expression "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

12. PROHIBITION OF EMPLOYMENT.

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

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee or a grade II employee, with a certificate of service substantially in the form prescribed in the schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the rate of remuneration at the date of such termination.

SCHEDULE.

I/We (a) _____

carrying on business in the trade of hotelkeeper or of boarding or lodging house keeper or in the letting of flats or rooms (a) at _____

hereby certify that _____

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

day of _____ 19____ to the _____

day of _____ 19____ in the occupation _____

of (b) _____

At the termination of employment his/her (a) wage (excluding cost of living allowance) was _____ pounds

shillings and _____ pence per week/month (a).

(Signature of Employer or Authorised Representative).

Date _____

(a) Delete whichever is inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. cook, waiter, bedroom attendant.

(2) Indien daar ingevolge die tweede voorbehoud van sub-klausule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees met die ooreengekome opseggingstermyn.

(3) Die opsegging in subklausule (1) voorgeskryf, kan op enige werkdag gedoen word en gaan in op die dag waarop dit plaasvind: Met dien verstande dat—

(i) die opseggingstermyn nie mag saamval met, en die opsegging nie gedoen mag word gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6, of enige tydperk van militêre opleiding nie;

(ii) opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 mag geskied nie.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae.

12. VERBOD OP INDIENSNEMING.

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

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n los werknemer of 'n graad II-werknemer, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die Bylae tot hierdie Vastelling voorgeskryf en waarin die volle name van die werkgewer en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se loonskaal ten tyde van die datum van sodanige beëindiging aangegee word.

BYLAE.

Ek/ons (a) _____ wat die bedryf beoefen, van hotelhouer of losies- of huurkamerhuishouer of woonstel- of kamerverhuurder (a) te _____

verklaar hierby dat _____

in my/ons (a) diens was vanaf die _____

dag van _____ 19____ tot die _____

dag van _____ 19____ in die betrekking van _____

(b) _____ By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostetoclae) _____

_____ pond _____ sjelings _____

pennies per week/maand (a).

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. kok, kleiner slaapkamerbediende.

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