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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 760.]

[27 May 1960.]

WAGE ACT, No. 5 of 1957.

WAGE DETERMINATION No. 202.

PRIVATE HOTELS, BOARDING-HOUSES, FLATS AND ROOMS, KIMBERLEY.

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 27th 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 Kimberley 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 used in this Determination and 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 or living rooms or other sections 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 grade II employee;

“bedroom attendant-waitress” means a female employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or grade II employee;

“casual employee” means an employee who is employed by the same employer on not more than three days in any week;

“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;

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 760.]

[27 Mei 1960.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 202.

PRIVAATHOTELLE, LOSIESHUISE, WOONSTELLE EN KAMERS, KIMBERLEY.

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 27ste dag van Junie 1960 bepaal het as die datum waarop die bepalings van genoemde vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN VASSTELLING.

Hierdie Vasstelling is in die munisipale gebied van Kimberley van toepassing op werknemers en hulle werkgewers 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 in die agent 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. WOORDOMSKEYWINGS.

(1) Tensy 'n ander bedoeling uit die samehang blyk, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensy strydig met die samehang, beteken—

„algemene werksman” ’n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer;

„bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in diens is in ’n bedryf waarop hierdie Vasstelling uit hoofde van klousule 1 van toepassing is.

„gas” iemand wat hetsy vas of tydelik by ’n bedryfsinrigting inwoon, en dit omvat ook ’n tafellooier of ’n besoeker, maar nie ’n werkgever of sy gesin nie en ook nie ’n werknemer of dié se gesin nie;

„hoofkelner of hoofkelnerin” ’n gekwalifiseerde kelner of kelnerin wat die beheer en toesig het oor die werk van die kelners, kelnerinne, slaapkamerbediende-kelners, of -kelnerinne in ’n bedryfsinrigting;

„hoofkok” ’n gekwalifiseerde kok wat die beheer en toesig het oor die werk van die werknemers in die kombuis van ’n bedryfsinrigting waarin minstens nog een gekwalifiseerde kok in diens is;

"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 allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measures Continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950: Provided that where an employer regularly pays his employee a cost of living allowance higher than that so prescribed, 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 cook, waiter or 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, waiter or waitress, as the case may be, in any trade or in the employ of the State;

"grade I employee" means a kitchen hand and also 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, tea or coffee or similar beverages excepted to guests who are partaking of meals in the dining-room of an establishment;
- (b) carrying, moving or stacking utensils, luggage or other articles or removing slops or filling or emptying decanters 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 or other articles;
- (k) gardening, 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 not an employer or his family, or an employee or the family of an employee;

"handyman" means an employee who is engaged in making minor repairs or renovations 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 an establishment;

"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 the process of cooking;

"law" includes the common law;

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

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

"kelner" 'n manlike werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, gaste in die eetkamer met etes bedien en toe broodjies 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 pligte as dié van 'n kelner het;

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

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

"kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n kombuishulp, 'n kelner of 'n kelnerin, wat die voedsel vir die gaste toebereid of gaarmaak;

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

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

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

"kombuishulp" 'n werknemer, uitgesonderd 'n werknemer, graad II, wat rou voedsel sny of berei vir gaarmaak, ge-roosterde brood of tee, koffie of soortgelyke drank maak, pap of eiers gaarmaak, of omsien na groente wat aan die gaarword is;

"lewenskostoelae" die toelae voorgeskryf in Oorlogsmaat-reël No. 43 van 1942, soos gewysig, en soos uitgelê by artikel twee van die Wet op die Voortsetting van Oorlogsmaat-reëls, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaat-reëls, 1950: Met dien verstande dat, as 'n werkgewer sy werknemer gereeld 'n lewenskostoelae betaal wat hoër is as dié wat aldus voorgeskryf is, dit sodanige hoër toelae beteken;

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

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

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer kragtens 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 ingevolge artikel drie-en-twintig van gemelde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse meemaak nie;

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

"ondervinding", met betrekking tot 'n kok, 'n kelner of 'n kelnerin, die totale tydperk of tydperke (hetsy in die Unie van Suid-Afrika of elders) wat 'n werknemer as kok, kelner of kelnerin, na gelang van die geval, in enige bedryf of in diens van die Staat gewerk het;

"slaapkamerbediende" 'n werknemer wat slaapkamers of woon-vertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drank kan maak of bedien of tydens maaltye kan help in die kombuis;

"slaapkamerbediende-kelner" 'n manlike werknemer wat een of meer van die pligte van 'n kelner en een of meer van die pligte van 'n slaapkamerbediende of 'n werknemer, graad II, uitvoer;

"slaapkamerbediende-kelnerin" 'n vroulike werknemer wat een of meer van die pligte van 'n kelner of een of meer van die pligte van 'n slaapkamerbediende of 'n werknemer, graad II, uitvoer;

"werknemer, graad I," 'n kombuishulp en omvat ook 'n werknemer wat nie uitdruklik in klousule 3 (1) vermeld word nie;

"werknemer, graad II," 'n werknemer wat een of meer van die volgende werksaamhede of pligte uitvoer:—

- (a) Etes, tee of koffie of soortgelyke drank aandra, uitgesonderd na gaste wat in die eetkamer van 'n bedryfsinrigting aan die ete is;
- (b) gerei, bagasie of ander artikels dra, verskuif of opstapel of vuilwater verwyder, of kraffies of bekere vul of leegmaak;
- (c) briewe, boodskappe of pakkies te voet of met gebruikmaking van 'n trapfiets, driewiel, handkar of soortgelyke vervoermiddel aflewer;
- (d) badde, wasbakke, gerei, meubels, vensters, persele, voertuie, skoel, groente, vis, pluimvee of ander goet skoonmaak;
- (e) vloere, meubels of ander artikels poleer;
- (f) pluimvee pluk, vis krap of vrugte of groente skil of sny;

"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 his employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3, 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 in the dining room 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:—

(a) Employees, Other than Casual Employees.	Per Month.
	£ s. d.
Bedroom attendant, female.....	6 5 0
Bedroom attendant, male.....	6 10 0
Bedroom attendant-waiter.....	7 0 0
Bedroom attendant-waitress.....	6 10 0
Cook, male, qualified.....	10 10 0
Cook, male, unqualified—	
during first six months of experience.....	6 0 0
during second six months of experience.....	7 0 0
during third six months of experience.....	8 5 0
during fourth six months of experience.....	9 10 0
Cook, female, qualified.....	9 0 0
Cook, female, unqualified—	
during first six months of experience.....	6 0 0
during second six months of experience.....	6 15 0
during third six months of experience.....	7 10 0
during fourth six months of experience.....	8 5 0
Cook's assistant.....	7 10 0
Grade I employee.....	6 10 0
Grade II employee, male, 18 years of age or older..	6 5 0
Grade II employee, male, under 18 years of age..	5 0 0
Grade II employee, female.....	5 15 0
Handyman.....	9 10 0
Head Cook.....	12 10 0
Head Waiter.....	10 10 0
Waiter, qualified.....	8 0 0
Waiter, unqualified—	
during first six months of experience.....	6 0 0
during second six months of experience.....	7 0 0
Waitress, qualified.....	7 0 0
Waitress, unqualified—	
during first six months of experience.....	6 0 0
during second six months of experience.....	6 10 0

(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 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

(g) vuurmaak of vure stook of vuilgoed of as verwyder;

(h) diere of pluimvee oppas;

(i) 'n handkar of soortgelyke vervoermiddel stoot of trek;

(j) persele, bagasie of ander goed oppas;

(k) tuinmaak, met inbegrip van plant, spit, onkruid uit-roei, hark, gras sny, water gee, tuingrond meng of sprei of heinings sny of snoei of paaië of paadjies vee;

"werkdag" die tydperk op enige dag vanaf die tyd wanneer 'n werknemer begin werk tot die tyd wanneer hy vir daardie dag ophou met werk;

"wet" ook die gemene reg.

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

3. LONE.

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

(a) Werknemers, uitgesonderd los werknemers.	Per maand.
	£ s. d.
Algemene werksman.....	9 10 0
Hoofkelder.....	10 10 0
Hoofkok.....	12 10 0
Kelder, gekwalifiseer.....	8 0 0
Kelder, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	6 0 0
gedurende tweede ses maande ondervinding.....	7 0 0
Kelnerin, gekwalifiseer.....	7 0 0
Kelnerin, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	6 0 0
gedurende tweede ses maande ondervinding.....	6 10 0
Kok, man, gekwalifiseer.....	10 10 0
Kok, man, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	6 0 0
gedurende tweede ses maande ondervinding.....	7 0 0
gedurende derde ses maande ondervinding.....	8 5 0
gedurende vierde ses maande ondervinding.....	9 10 0
Kok, vrou, gekwalifiseer.....	9 0 0
Kok, vrou, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	6 0 0
gedurende tweede ses maande ondervinding.....	6 15 0
gedurende derde ses maande ondervinding.....	7 10 0
gedurende vierde ses maande ondervinding.....	8 5 0
Koksmaat.....	7 10 0
Slaapkamerbediende, man.....	6 10 0
Slaapkamerbediende, vrou.....	6 5 0
Slaapkamerbediende-kelner.....	7 0 0
Slaapkamerbediende-kelnerin.....	6 10 0
Werknemer, graad I.....	6 10 0
Werknemer, man, graad II, 18 jaar oud of ouer..	6 5 0
Werknemer, man graad II, onder 18 jaar oud....	5 0 0
Werknemer, vrou, graad II.....	5 15 0

(b) *Los werknemers*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon voorgeskryf vir 'n werknemer 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 doen van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" geag word die maandloon te beteken wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, en voorts met dien verstande dat, as vereis word dat 'n werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met vyftig persent verminder kan word.

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

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

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

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

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

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

- (ii) in the case mentioned in (b), not less than the daily wage calculated at the notch in the rising scale immediately 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) 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;
- (iii) 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, employee's name or number and his occupation, the number of ordinary hours and overtime hours worked by the employee, 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 the 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 on his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:—

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to a trade union;
- (b) 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 of such absence;
- (c) a deduction of any amount which an employer is by any law or order of a competent court required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
Board.....	9 3	2 0 0
Lodging.....	2 4	0 10 0
Board and lodging.....	11 7	2 10 0

- (e) whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 5½d. for each meal supplied by the employer;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of 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.

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

Met dien verstande—

- (i) dat, as die verskil tussen die klasse ingevolge subklousule (1) berus op ouderdom, ondervinding of geslag, hierdie subklousule nie geld nie;
- (ii) dat, tensy in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê moet word dat dit 'n werkgever belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir sodanige werknemer voorgeskryf word nie;
- (iii) dat by die toepassing van hierdie subklousule die uitdrukking "stygende loonskaal", wanneer dit betrekking het op 'n klas werknemer waarvoor verhogings voorgeskryf word op grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, in te sluit en daarop te 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 van die gewone werkure wat hy in die reël in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 6, moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks of, as die werkgever en sy werknemer daartoe ooreengekom het, wekeliks, in kontant betaal word gedurende die werkure of binne vyftien minute ná afloop van die werk op die dag waarop die bedryfs-inrigting sodanige werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied; en die bedrag moet in 'n verseëlde koevert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n staat wat die volgende aantoon: die werkgever se naam, die werknemer se naam of nommer en sy betrekking, die getal gewone en oortydure wat die werknemer gewerk het, die besonderhede van enige aftrekkings, die verskuldigde besoldiging en die tydperk waarvoor die betaling gedoen word; en hierdie koevert of houer, 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 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 wat hy aanwys goedere koop nie.

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledigheid van 'n vakvereniging;
- (b) behoudens waar hierdie Vasstelling anders bepaal, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy diens afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op basis van die loon wat so 'n werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos of inwoning van sy werkgever te aanvaar, hoogstens die bedrae hieronder vermeld:—

	Per week.	Per maand.
	s. d.	£ s. d.
Kos.....	9 3	2 0 0
Inwoning.....	2 4	0 10 0
Kos en inwoning.....	11 7	2 10 0

- (e) as aan 'n werknemer nie gereeld drie maaltye per dag verskaf word nie, 'n bedrag van hoogstens 5½d. vir elke maaltyd wat die werkgever verskaf;
- (f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan die koste van huisvesting in 'n tehuis, of aan die huur van 'n huis wat sodanige werknemer bewoon in 'n lokasie of Naturelle dorp onder die beheer van sodanige raad of ander plaaslike bestuur.

(7) For the purpose of paragraph (d) of sub-clause 6 "board" means the regular provision by an employer of three meals per day, and nothing in this Determination shall be so construed as to prevent an employer from engaging an employee on condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in paragraph (d) of the preceding sub-clause 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, other than a casual employee, to work more ordinary hours than fifty-six in any week from Monday to Sunday inclusive.

(2) An employer shall not require or permit a casual employee to work more ordinary hours than eight on any day.

(3) *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.

(4) *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 employees 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.

(5) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than a casual employee, not less time off in any week than sixteen consecutive hours commencing at 2.30 p.m. or twenty-one and a half consecutive hours commencing at 8 p.m. during which the employee shall not be required or permitted to work.

(6) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *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.

(8) *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, which he has worked overtime 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.

(9) *Savings.*—The provisions of sub-clauses (3), (4) and (7) shall not apply to an employee while he is engaged on emergency work.

(10) For the purpose of sub-clause (8) 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, fourteen consecutive calendar days' leave in respect of each completed twelve months' employment with him and shall pay him in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided 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;
- (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 to which the period of leave applies.

(7) By die toepassing van paragraaf (d) van subklousule 6 beteken „kos" die gereelde verskaffing deur 'n werkgewer van drie etes per dag, en niks in hierdie Vastelling moet só uitgele word dat dit 'n werkgewer belet om 'n werknemer in diens te neem op voorwaarde dat die werkgewer hom van kos voorsien nie, en die werkgewer se reg om die bedrag wat in paragraaf (d) van die vorige subklousule voorgeskryf word af te trek, word deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgewer aldus verskaf nie geraak nie.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer, in enige week van Maandag tot en met Sondag meer gewone werkure as ses-en-vyftig werk nie.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt op 'n dag-werk nie.

(3) *Die werkdag.*—Die gewone werkure en alle oortyd van 'n werknemer met inbegrip van alle etenspouses, mag nie op enige dag oor meer as veertien uur strek nie.

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

- (i) dat werktye wat onderbreek word deur pouses van minder as dertig minute geag word aaneen te loop;
- (ii) dat die werktydperk tussen enige twee sodanige etenspouses hoogstens ses opeenvolgende ure kan wees.

(5) *Weeklikse rustyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n los werknemer, in elke week 'n rustyd toestaan van minstens sesien opeenvolgende ure met aanvang 2.30 nm., of een-en-twintig en 'n half opeenvolgende ure met aanvang 8 nm., waarin die werknemer nie verplig of toegelaat mag word om te werk nie.

(6) *Oortyd.*—Alle tyd wat 'n werknemer bo die getal ure in subklousules (1) en (2) voorgeskryf werk, word geag oortyd te wees.

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

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

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

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

(9) *Voorbehoud.*—Die bepalinge van subklousules (3), (4) en (7) geld nie vir 'n werknemer terwyl hy noodwerk verrig nie.

(10) By die toepassing van subklousule (8) word die uitdrukking „loon" geag 'n werknemer se loon plus sy lewenskostetoelae te beteken.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousules (2) en (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op elke voltooide tydperk van twaalf maande in sy diens veertien opeenvolgende kalenderdae verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens dubbel die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is.

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

- (i) dat, as die verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne twee maande ná voltooiing van die twaalf maande diens waarop dit betrekking het;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof waf ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

(iii) dat, as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, dan 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 word;

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

(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 it 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 expiry of the period of twelve months' employment to which the leave relates, whichever is the later.

(4) *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.

(5) An employee whose contract of employment is terminated during any period of twelve months' employment before the period of leave prescribed in sub-clause (1) in respect of that period, has accrued shall 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 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, shall not be entitled to any payment by virtue of this sub-clause.

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

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of 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) on military training,

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.

(8) For the purpose of this clause the expression "wage" shall be deemed to mean 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

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

- (i) dat die werknemer sodanige versoek doen nie later nie as twee maande ná afloop van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die werkgever die ontvangsdatum van sodanige versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van hierdie datums.

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

(5) 'n Werkgever moet sy werknemer wie se dienskontrak gedurende enige periode van twaalf maande diens beëindig word voordat die verloftydperk in subklousule (1) voorgeskryf, vir dié tydperk opgeloopt het, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige diensperiode 'n bedrag betaal van minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking kan maak ten opsigte van enige tydperk van verlof wat ooreenkomstig die vierde voorbehoudsbepaling tot subklousule (2) aan 'n werknemer toegestaan is, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn 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; of
- (iii) wat om 'n regsgeldige rede vir sodanige ontslag deur sy werkgever sonder kennisgewing ontslaan word,

tot geen betaling kragtens hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag ook elke tydperk te omvat ten opsigte waarvan 'n werkgever kragtens subklousule (1) van klousule 11 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook elke tydperk en 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;

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal tot sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie tot verlof ingevolge daarvan geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het, of op die datum van inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) By die toepassing van hierdie klousule word die uitdrukking "loon" geag 'n werknemer se loon plus sy lewenskostetoelae te beteken.

7. SIEKTEVERLOF.

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer tot hoogstens een werkdag siekteverlof met volle betaling op elke voltooide maand diens geregtig is;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys

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' 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 terms of this clause in respect of absence owing to incapacity;
- (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" shall be deemed to mean an employee's wage plus his cost of living allowance;
- (b) "employment" shall have the same meaning as that assigned to it in sub-clause (7) 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;
- (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 Covenant or Christmas Day, his employer shall, save as provided in clause 4 (6)—

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

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

(4) This clause does not apply to a casual employee.

9. PROPORTION OR RATIO.

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

- (a) an unqualified male or female cook unless he has in his employ a qualified male or female cook, respectively, and for each such qualified male or female cook employed he shall not employ more than one unqualified male or female cook, as the case may be;
- (b) more than one cook's assistant in any establishment.

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

(3) For the purpose of this clause—

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

en wat aan die werknemer, by ongeskiktheid in die omstandighede in hierdie klousule vermeld, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling tot hierdie subklousule, hoef te oorskry nie;

- (iii) dat indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat indien ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule bedoel word, 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, die bepaling van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat, geteken deur 'n geneesheer, voorleë 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 werkgewer weens ongeskiktheid gedurende 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom: Met dien verstande dat, tensy die werkgewer dit reeds gedoen het, hy by die verstryking van sodanige tydkring, of by diensbeëindiging voor sodanige verstryking, die werknemer ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid moet betaal vir sover die siekteverlof wat by sodanige verstryking of beëindiging opgeloop het, nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskostetoelae te beteken;
- (b) het die uitdrukking „diens” dieselfde betekenis as dié wat in subklousule (7) van klousule 6 daaraan geheg word: Met dien verstande dat enige tydperk wat 'n werknemer by dieselfde werkgewer gedien het onmiddellik voor die inwerkingtreding van hierdie Vastelling vir die doel van hierdie klousule geag word diens ooreenkomstig hierdie Vastelling te wees, en dat siekteverlof met volle betaling wat gedurende sodanige tydperk aan so'n werknemer toegestaan is, geag word ingevolge hierdie Vastelling toegestaan te gewees het;
- (c) beteken die uitdrukking „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 ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, dit geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge bedoelde Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgewer, behoudens die bepaling van klousule 4 (6)—

- (a) sodanige werknemer vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus die helfte van sy dagloon vir elke sodanige dag wat hy gewerk het; of
- (b) sodanige werknemer vir elke sodanige dag wat hy gewerk het, een ekstra dag jaarlikse verlof toestaan en hom vir die 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 los werknemer nie.

9. VERHOUDINGSYFER.

(1) *Koks.*—'n Werkgewer mag nie—

- (a) 'n ongekwalfiseerde manlike of vroulike kok in diens neem nie tensy hy onderskeidelik 'n gekwalfiseerde manlike of vroulike kok in sy diens het en vir elke sodanige gekwalfiseerde manlike of vroulike kok kan hy hoogstens een ongekwalfiseerde manlike of vroulike kok in diens neem, na gelang van die geval;
- (b) meer as een koksmaat in enige bedryfsinrigting in diens hê nie.

(2) *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 diens het en vir elke sodanige gekwalfiseerde kelner of kelnerin kan hy hoogstens twee ongekwalfiseerde kelners of kelnerinne in diens neem, na gelang van die geval.

(3) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer wat uitsluitend of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalfiseerde werknemer van dié klas te wees;

- (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.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in a 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.

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or 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 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 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.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall be in proportion 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 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, with a certificate of service substantially in the form prescribed in the Schedule to the 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, 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.

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

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, kosteloos voorsien en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die werkgewer se eiendom.

11. BEËINDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur;
(b) ná die eerste vier weke diens, minstens een week,

kennis gee van sy voorneme om die kontrak te beëindig; of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deurdat in plaas van die kennisgewing die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die omstandighede:—

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

Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die werkgewer of werknemer se reg om op enige regsgeldige grond die kontrak sonder kennisgewing te beëindig;
(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
(iii) die werking van 'n verbeurings- of straffebeding wat regtens van toepassing is op 'n werknemer wat sy diens verlaat.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepalings van subklousule (1) is, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die ooreengekome kennisgewingstermyn.

(3) Die kennis in subklousule (1) voorgeskryf kan op enige werkdag gegee word en loop vanaf die dag waarop dit gegee word: Met dien verstande—

- (i) dat die kennisgewingstermyn nie mag saamval met, en kennis nie gegee mag word gedurende, 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 6, of met enige tydperk van militêre opleiding nie;
(ii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 nie.

(4) By die toepassing van hierdie klousule word die uitdrukking „loon" geag 'n werknemer se loon plus sy lewenskoste-toelae te beteken.

12. VERBOD OP INDIENSNEMING.

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

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van 'n dienskontrak weens 'n ander rede as diensverlating sy werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien wat in hoofsaak die vorm het wat in die Bylaag van hierdie Vasstelling voorgeskryf word en wat die volle naam van die werkgewer en van die werknemer, die betrekking van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging aangee.

BYLAAG.

Ek/Ons (a)
wat die bedryf beoefen van hotelhouer, kos- of losieshuishouer of verhuurder van woonstelle of kamers (a) te
sertifiseer hierby dat
by my/ons (a) in 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 lewenskostetoelae) pond sjielings en 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 uitsluitend of hoofsaaklik in diens was, by., kok, kelner, slaapkamerbediende.