



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CCH.]

PRICE 6d.

PRETORIA,

7 OCTOBER
7 OKTOBER

1960.

PRYS 6d.

[No. 6545.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1639.]

[7 October 1960.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 211.

PRIVATE HOTELS, BOARDING-HOUSES, FLATS
AND ROOMS, CAPE PENINSULA.

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 31st day of October, 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 Magisterial Districts of the Cape, Bellville, Wynberg and Simonstown 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 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 or receives payment of rent or engages, pays or discharges employees or deals with complaints of tenants;

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1639.]

[7 Oktober 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 211.

PRIVAATHOTELLE, LOSIESHUISE, WOONSTELLE
EN KAMERS, KAAPSE SKIEREILAND.

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 privaat hotelle, losieshuise, woonstelle en kamers gemaak het en die 31ste dag van Oktober 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing in die landdrosdistrikte die Kaap, Bellville, Wynberg en Simonstad, op werknemers en hul 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 huurkamerhuishouder;
- (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 Konsolidatiewe 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 gebruyk is 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 drankes 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 of huurgeld ontvang of werknemers in diens neem, betaal of afdank of aandag skenk aan klages van huurders;

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

"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 this 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 waiter, a waitress, or a grade I employee, who is engaged in preparing or cooking food for guests;

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

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

"cost of living allowance" means the cost of living allowance 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 waitress or a waiter, the total period or periods of employment (whether within the Union of South Africa or elsewhere) which an employee has had as a clerk, a cook, a waitress or a waiter, 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 or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class;

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

- (a) Making toast or tea, coffee or similar beverages;
- (b) cooking porridge or eggs or preparing any other form of breakfast in an establishment which serves no meal other than breakfast to its guests;
- (c) cooking meat or other foodstuffs intended for consumption by persons other than guests;
- (d) attending to vegetables in the process of cooking;
- (e) assisting in the kitchen during meals;

and includes a bedroom attendant, a page and 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 to guests 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 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;

"los, werknemer" 'n werknemer wat hoogstens drie dae in enige week by dieselfde werkgever in diens is;

"klerk" 'n werknemer wat skryf-, tik-, lasseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier, ontvangsklerk en telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk;

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

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

"kok" 'n werknemer, uitgesonderd 'n kelner of kelnerin of 'n graad I-werknemer wat kos vir gaste voorberei of gaarmaak;

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

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

"lewenskostetoelae" die lewenskostetoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat as 'n werkgever sy werknemer gereeld 'n lewenskostetoelae betaal wat hoër is as dié wat aldus voorgeskryf is, 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, 'n kok, 'n kelner of 'n kelnerin, die totale dienstydsperk of -tydsperke (hetsy binne die Unie van Suid-Afrika of elders) wat 'n werknemer as 'n klerk, 'n kok, 'n kelner, of 'n 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 dienstydsperk of -tydsperke wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, as diens in daardie klas beskou word;

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

- (a) Tee of koffie of dergelyke drankie maak;
- (b) eiers of pap gaarmaak of enige ander vorm van ontbyt voorberei in 'n bedryfsinrigting wat geen ander ete as ontbyt aan sy gaste bedien nie;
- (c) vleis of ander voedsel vir verbruik deur ander persone as gaste gaarmaak;
- (d) groente dophou terwyl dit aan die kook is;
- (e) gedurende etenstye in die kombuis help;

en omvat 'n slaapkamerbediende, 'n hoteljoggie en 'n werknemer nie uitdruklik in klousule 3 (1) vermeld nie;

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

- (a) Die aandra van etes of tee of koffie of soortgelyke 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, meubels, 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 stook van vure of die verwydering van vullis of as;
- (h) die versorging van diere of pluimvee;
- (i) die stoot of trek van enige handkar of soortgelyke vervoermiddel;
- (j) die oppas van persele, bagasie of ander artikels tussen 7 v.m. en 7 n.m.;
- (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 paaie of sydaadjies;

"gas" enige persoon wat of tydelik of permanent in 'n bedryfsinrigting inwoon en sluit 'n tafelloseerder of besoeker in, dog sluit nie die werkgever 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, toerusting of geboue doen;

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

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

"housekeeper" means a female employee who supervises the work of the bedroom attendants, is responsible for and maintains the stocks of linen, checks batches of linen before despatch to and on return from a laundry or supervises the washing and ironing of articles of linen done on the premises;

"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 *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 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. and who may lock doors or windows, switch off lights and see that fires are made up in the kitchen in the morning;

"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, conveying luggage and who may assist in serving meals or refreshments.

"spreadover" means the period in any day from the time an 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:—

(a) Employees other than casual employees.	Per Month.	
	£	s. d.
Bedroom attendant-waiter.....	10	0 0
Bedroom attendant-waitress.....	10	0 0
Caretaker.....	18	0 0
Clerk, female, qualified.....	18	0 0
Clerk, female, unqualified—		
during first year of experience.....	10	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
Clerk, male, qualified.....	27	10 0

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

"huishoudster" 'n vroulike werknemer wat toesig hou oor die werk van die slaapkamerbediendes, verantwoordelik is vir die voorrade linnegoed en dit instand hou, en wat besittings linnegoed nagaan voor dit na 'n wassery gestuur word en as dit van die wassery af terugkom of toesig hou oor die was en sryk van linnegoed op die perseel;

"wet" ook die gemene reg;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—

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

die bedrywighede 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 *twêe-en-twintig* van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge 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 drankie, of toebröodjies na 8 nm. kan maak of aan gaste kan bedien;

"nagwag" 'n werknemer wat persele, bagasie, voertuie of ander eiendom tussen 7 nm. en 7 vm. bewaak en wat deure of vensters kan toesluit, ligte kan afskakel en toesien dat vure in die oggend in die kombuis gemaak word;

"hoteljoggie" 'n werknemer wat klokkes of telefoonoproep beantwoord en boodskappe doen en wat briewe, boodskappe of pakkies mag 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 na hul kamers begelei, bagasie vervoer en wat by die bediening van maaltye of verversings behulpzaam kan wees;

"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 uitsluitend of hoofsaaklik 'n telefoonskakelbord bedien;

"loon" die geldbedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat as 'n werkgever 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, gaste van etes bedien en wat toebröodjies of slaaië 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 Vastelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

3. LONE.

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

(a) Werknemers uitgesonderd los werknemers.	Per maand.	
	£	s. d.
Slaapkamerbediende-kelner.....	10	10 0
Slaapkamerbediende-kelnerin.....	10	0 0
Opsigter.....	18	0 0
Klerk, vrou, gekwalifiseer.....	18	0 0
Klerk, vrou, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	10	0 0
gedurende tweede jaar ondervinding.....	11	10 0
gedurende derde jaar ondervinding.....	13	10 0
gedurende vierde jaar ondervinding.....	16	0 0
Klerk, man, gekwalifiseer.....	27	10 0

	Per Month.
	£ s. d.
Clerk, male, unqualified—	
during first year of experience.....	10 0 0
during second year of experience.....	14 0 0
during third year of experience.....	18 0 0
during fourth year of experience.....	22 10 0
Cook, female, qualified.....	13 0 0
Cook, female, unqualified—	
during first year of experience.....	9 15 0
during second year of experience.....	11 0 0
during third year of experience.....	12 0 0
Cook, male, qualified.....	15 0 0
Cook, male, unqualified—	
during first year of experience.....	9 15 0
during second year of experience.....	11 0 0
during third year of experience.....	13 0 0
Handyman.....	14 0 0
Head cook.....	18 0 0
Head waiter.....	14 0 0
Housekeeper.....	19 0 0
Night porter.....	11 10 0
Night watchman.....	9 15 0
Porter.....	12 0 0
Waiter, qualified.....	11 10 0
Waiter, unqualified—	
during first six months of experience.....	9 15 0
during second six months of experience.....	10 10 0
Waitress, qualified.....	10 10 0
Waitress, unqualified—	
during first six months of experience.....	9 10 0
during second six months of experience.....	10 0 0

	Per maand.
	£ s. d.
Klerk, man, ongekwalifiseer—	
gedurende die eerste jaar ondervinding....	10 0 0
gedurende die tweede jaar ondervinding....	14 0 0
gedurende die derde jaar ondervinding....	18 0 0
gedurende die vierde jaar ondervinding....	22 10 0
Kok, vrou, gekwalifiseer.....	13 0 0
Kok, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	9 15 0
gedurende tweede jaar ondervinding.....	11 0 0
gedurende derde jaar ondervinding.....	12 0 0
Kok, man, gekwalifiseer.....	15 0 0
Kok, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	9 15 0
gedurende tweede jaar ondervinding.....	11 0 0
gedurende derde jaar ondervinding.....	13 0 0
Algemene werksman.....	14 0 0
Hoofkok.....	18 0 0
Hoofkeiner.....	14 0 0
Huishoudster.....	19 0 0
Nagportier.....	11 10 0
Nagwag.....	9 15 0
Portier.....	12 0 0
Kelner, gekwalifiseer.....	11 10 0
Kelner, ongekwalifiseer—	
gedurende eerste ses maande ondervinding..	9 15 0
gedurende tweede ses maande ondervinding..	10 10 0
Kelnerin, gekwalifiseer.....	10 10 0
Kelnerin, ongekwalifiseer—	
gedurende eerste ses maande ondervinding...	9 10 0
gedurende tweede ses maande ondervinding..	10 0 0

	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.....	12 10 0	9 15 0
Grade II employee, male, 18 years of age and over.....	10 1 0	7 5 0
Grade II employee, male, under 18 years.....	6 14 4	5 15 0
Grade II employee, female....	8 3 0	6 10 0

	In diens in of in verband met woonstelle of kamers.	Anders as in of in verband met woonstelle of kamers in diens.
	Per maand.	Per maand.
	£ s. d.	£ s. d.
Graad I-werknemer.....	12 10 0	9 15 0
Graad II-werknemer, man, 18 jaar oud en ouer.....	10 1 0	7 5 0
Graad II-werknemer, man, onder 18 jaar.....	6 14 4	5 15 0
Graad II-werknemer, vrou.....	8 3 0	6 10 0

Part-time employees.—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 do.

(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 the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(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 the full monthly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class, 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 perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

- a wage higher than that of his own class, or
- 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—

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

Deeltydse werknemers.—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 ure op enige dag te werk, sy loon met hoogstens vyftig persent verminder kan word.

(2) **Kontrakbasis.**—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag berus en, behoudens die bepaling van klousule 4 (6), moet 'n werknemer vir 'n maand minstens die volle maandloon voorgeskryf in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas betaal word of hy in elke week van so 'n maand die maksimum getal gewone werkure wat ingevolge klousule 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—

- 'n hoër loon as die van sy eie klas; of
- 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

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

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

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

(4) *Calculation of wages.*—(a) The daily wage of an employee, other than a casual employee, 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, with the consent of the employee, 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—

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the employee's cost of living allowance;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

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

(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, place or person nominated by him.

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

Met dien verstande—

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

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, 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 iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant of, as die werkgever en sy werknemer daartoe ooreengekom het, wekeliks 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 verseelde koevert of houer wees waarop aangegee word of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) die werknemer se lewenskostetoelae;
- (g) die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- (h) besonderhede omtrent enige bedrae wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koevert 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, plek 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) *Aftrappings.*—'n Werkgever mag sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig van 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;
- (c) iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(d) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Board.	Lodging.	Board and Lodging.
	Per Month. £ s. d.	Per Month. £ s. d.	Per Month. £ s. d.
(i) Grade II employees other than casual employees....	1 10 0	1 0 0	2 10 0
(ii) All other employees other than casual employees, managers and caretakers....	3 2 10	1 14 8	4 17 6
(iii) Casual employees—			
(a) Grade II employees..	6d. per meal	—	—
(b) Other employees.....	1s. per meal	—	—

(e) whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 6d. in the case of a grade II employee and 1s. in the case of any other employee 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 the rent of any house or accommodation in any hostel occupied by such an employee in any location or Native village under the control of such council or other local authority.

(7) For the purpose of paragraph (d) of sub-clause (6) the expression "board" means the regular provision 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) for board 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—

- in the case of an employee other than a part-time or a casual employee, fifty-eight in any week from Monday to Sunday, inclusive;
- in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- in the case of a casual employee, eight and one-half 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—

- periods of work interrupted by intervals of less than thirty minutes shall be deemed to be continuous;
- 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—

- in the case of a casual employee, two hours on any day;
- in the case of any other employee, ten hours in any week.

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

- 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;
- in the case of a casual employee, one and one-third times his daily wage divided by eight and a half in respect of each hour or part of an hour so worked on any day.

(d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos of inwoning of kos en inwoning van sy werkgever aan te neem 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Kos.	Inwoning.	Kos en Inwoning.
	Per maand. £ s. d.	Per maand. £ s. d.	Per maand. £ s. d.
(i) Graad II-werknemers, uitgesonderd los werknemers..	1 10 0	1 0 0	2 10 0
(ii) Alle ander werknemers, uitgesonderd los werknemers, bestuurders en opsigters..	3 2 10	1 14 8	4 17 6
(iii) Los werknemers—			
(a) graad II-werknemers..	6d. per ete.	—	—
(b) ander werknemers...	1s. per ete.	—	—

(e) wanneer 'n werknemer nie gereeld van drie etes per dag voorsien word nie, 'n bedrag van hoogstens 6d. in die geval van 'n graad II-werknemer en 1s. in die geval van alle ander werknemers vir elke ete wat deur die werkgever verskaf word;

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

(7) By die toepassing van paragraaf (d) van subklousule (6) beteken die uitdrukking „kos" die gereelde voorsiening deur 'n werkgever van drie etes per dag en niks in hierdie Vasstelling 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 voorsien 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—

- in die geval van 'n werknemer, uitgesonderd 'n deeltydse of los werknemer, agt-en-veertig in enige week van Maandag tot en met Sondag;
- in die geval van 'n deeltydse werknemer, vyf-en-dertig in enige week van Maandag tot en met Sondag;
- in die geval van 'n los werknemer, agt en 'n half 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 meer as veertien uur strek nie.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen 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 bedryfsinrigting, en tydens so 'n pouse moet die werknemer nie verplig of toegelaat word om enige werk te verrig nie, en die pouse word nie as deel van die gewone werktijd of oortydwerk geag nie: Met dien verstande—

- dat werktijd wat onderbreek word deur pouses van minder as dertig minute, as aaneenlopend geag word;
- dat 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 diensvrytydperk van minstens sesien opeenvolgende ure toestaan, beginnende om 2.30 nm., waarin die werknemer 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 geag oortyd te wees.

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

- wat 'n los werknemer betref, twee uur op enige dag;
- wat enige ander werknemer betref, tien uur in enige week.

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

- 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;
- wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt en 'n half ten opsigte van elke uur of deel van 'n uur aldus op enige dag gewerk.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a manager, a caretaker (other than a part-time caretaker), a night porter or a night watchman.

(b) The provisions of sub-clauses (3), (4) 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" means 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 period of twelve months of employment with him—

(a) in the case of a night porter or 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 or 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 or, if the employer and his employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave 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 work day shall, for each such holiday, 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 his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

(ii) the date of the receipt of such request is 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 the expiry of the first period of twelve months of employment to which the leave relates whichever is the later.

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

(4) At the written request of his 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 often 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 of employment to which the leave relates;

(iii) the date of the receipt of such request is 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 the 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.

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

(b) Die bepalinge van subklousules (3), (4) en (6) geld nie vir 'n werknemer terwyl hy noodwerk verrig nie.

(9) By die toepassing van subklousule (7) beteken die uitdrukking „loon" 'n werknemer se loon plus sy lewenskoste-toelae.

6. JAARLIKSE VERLOF.

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

(a) wat 'n nagportier of '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 betaal—

(i) wat 'n nagportier of nagwag betref, 'n bedrag van, minstens drie maal die weekloon waartoe hy vanaf die eerste dag van verlof geregtig is;

(ii) wat iedere ander werknemer betref, 'n bedrag van minstens tweemaal die weekloon waartoe hy vanaf die eerste dag van verlof geregtig is.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of, as die werkgewer en sy werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, tot 'n tydperk van hoogstens ses maande verleng kan word, gereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;

(ii) dat die tydperk van verlof nie moet saamval met siekte-verlof wat 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, 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 word;

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

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

(i) dat so 'n werknemer sodanige versoek rig binne twee maande na afloop van die eerste tydperk van die twaalf maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer 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 eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

(i) dat so 'n betaling in plaas van verlof nie meer dikwels as eenmaal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgewer toegelaat word nie;

(ii) dat 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) dat die werkgewer 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 twaalf maande 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 subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die ontvangsdatum van die verlof betaal word.

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

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

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 annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the 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 on 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 a 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 of this sub-clause 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;

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

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek; en 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 werkgewer van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om enige rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

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

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgewer;
- (d) vir militêre opleiding,

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, 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 werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig werkdag 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—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as een werksdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;

- (iii) 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 claimed in terms of this clause by an employee 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 leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

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

- (a) "employment" shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 6,
 - (ii) on the instructions or at the request of his employer,
 - (iii) on sick leave in terms of sub-clause (1),
 - (iv) undergoing military training,

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

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

- (c) "wage" means an employee's wage plus his cost of living allowance.

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 is 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 not less than his daily wage for each such extra 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 shall not apply to a manager, a caretaker or a casual employee.

9. PROPORTION OR RATIO.

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

(2) For the purpose of this clause—

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

- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer 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 voorleë 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 werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs die siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van die langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6,
 - (ii) op las of versoek van sy werkgewer,
 - (iii) met siekteverlof ingevolge subklousule (1),
 - (iv) vir militêre opleiding,

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

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

- (c) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

8. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag nie 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 betaal, plus 'n helfte van sy dagloon ten opsigte van elke sodanige dag wat hy gewerk het, of aan hom
- (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. GETALLEVERHOUDING.

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

(2) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer, wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van daardie klas te wees;
- (b) kan 'n ongekwalifiseerde werknemer, wat 'n loon van minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, geag word 'n gekwalifiseerde werknemer te wees;
- (c) word deelydse werknemers nie geag werknemers te wees nie.

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 to 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 his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—
- (a) during the first four weeks of employment, not less than twenty-four hours,
- (b) after the first four weeks of employment, not less than one week's,

notice of termination of 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 time 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 time of such termination:

Provided that this shall not affect—

- (i) the right of an employer or an 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 forfeitures or penalties which by law may be applicable in respect of an employee who deserts.
- (2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment 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" means 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 grade II employee or casual 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 employee's wage 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 _____ pence per month.

Date _____ Signature of Employer or Authorised Representative.

- (a) Delete whichever is inapplicable.
- (b) State occupation in which employee was wholly or mainly engaged, e.g. cook, waiter, bedroom attendant.

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 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 'n verbeurings- of strafbeding wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die ooreengekome opseggingstermyn.

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

- (i) dat die opseggingstermyn nie mag saamval met, en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6, of enige tydperk van militêre opleiding nie;
- (ii) dat 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 lewenskostoelae.

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 graad II-werknemer of 'n los werknemer, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle name van die werkgewer en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die afloudatum van die kontrak en die werknemer se loontarief 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 kamerverhuurer (a) te _____ verklaar hierby dat _____ in my/ons (a) diens was van die _____ dag van _____ 19____ tot die _____ dag van _____ 19____ in die betrekking van (b) _____. By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostoelae) _____ pond _____ sjielings _____ pennies per maand.

Datum _____ Handtekening van werkgewer of gemagtigde verteenwoordiger.

- (a) Skrap wat nie van toepassing is nie.
- (b) Meld die betrekking waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. kok, kelner, slaaf, kamerbediende.

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